

HideAway Lake Mobile Estates
28890 Lilac Road
Valley Center, California 92082
(760) 749-1146

WELCOME TO HIDEAWAY LAKE
THIS IS A 55+ PARK

Each home must be occupied by the registered owner age 55 or over. **No sub-leasing or Renting.** Persons 55 & over may have one other person live with them with a minimum age of 45 or over.

Enclosed you will find the following documents

- Application for residency
- Tenancy Information and standards
- Information for prospective homeowners
- Fair Housing Notice
- Credit report release form
- California Civil Code (Mobilehome Residency Law)
- Privacy statement

Please fill out the application giving all information necessary to affect a credit check. Driver's license or other acceptable identification will be required and proof of income.

With the return of your completed application, we will require a check for \$40.00 made payable to Lilac Enterprises, Inc. for a credit check. Within 15 days after credit check we will provide an "Approval/Disapproval" statement.

Also, you will be given a copy of the Park Rules and Regulations. Please review them carefully when considering our Park. The goal of this Park is to maintain a harmonious community with other residents, neighbors and Management.

A security deposit will be required at close of escrow equal to one month's rent (refundable after one year of timely rent & utilities payments) and a separate check for the first month's rent. This will be collected at the lease signing appointment. Please call to schedule a few days before closing escrow.

If you have any questions, our office is open Monday – Friday 9 am – 2 pm or we can be reached by phone at the above reference phone number.

AN APPOINTMENT IS REQUIRED TO SUBMIT A COMPLETED APPLICATION.

Thank you for considering our community,

Sincerely,

Ann Milliman, Park Manager

TENANCY INFORMATION AND STANDARDS

[Civil Code Section 798.74]



Western
Manufactured Housing Communities
Association

To: HideAway Lake Mobile Estates
Applicant

Dear Homeowner or Prospective Homeowner:

Pursuant to your request, the following are the items of information management will require, and the standards that will be utilized in determining if the prospective homeowner will be acceptable as a homeowner in the park:

Information required:

HideAway Use Only

1. Completed HideAway Lake Mobile Estates "Application for residency" signed and dated _____
2. Completed TenantReport.com "Request Authorization Form" signed and dated _____
3. \$40.00 "credit report fee" (check made payable to HideAway Lake Mobile Estates) _____
4. Current "picture I.D." _____
5. Current "legally acceptable proof of income" _____

Standards to be applied:

1. Credit score of no less than 700 FICO Classic TransUnion (run by TenantReports.com) _____
2. Monthly income required of no less than three times current rent _____
Social Security Awards Letter _____
Paystub – current (3 mos) _____
Disability Awards Letter _____
Pension statement _____
Alimony (divorce decree) _____
Trust documents _____

Within fifteen (15) business days of receiving all of the information requested from an applicant, we will notify the seller and the applicant in writing of either acceptance or rejection as required by Civil Code Section 798.74(a).

Dated: _____

(Park Management)



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NEW RESIDENT INFORMATION

1. Our lake is nature fed. Mother Nature determines how full or empty it is.
2. Please watch your speed in the Park. We have a mixture of residents, families, cars and golf carts that share our streets.
3. Trash is to be taken to the containers across the bridge. Containers are clearly marked for trash and recycling.
4. We have our own sewer plant not public sewer system. Please do not flush or wash down any fruit stickers, diapers, feminine hygiene products, nicotine patches, or cigarette butts.
5. Swimming pool rules and hours are posted on the fence enclosure.
6. Clubhouse provides a library, exercise room, sitting area, TV's and pool table for your enjoyment. If you wish to use the clubhouse for a HideAway Lake Mobile Estates event, please notify the office for availability and procedures. If you would like to use the exercise equipment, we have a release of liability form in the room for you to sign and return to the office.
7. WE ENFORCE THE PARK RULES AND REGULATIONS, so please read them.
8. This is your neighborhood, so please monitor weeds and clutter at your home throughout the year.
9. We request a copy of your mobilehome registration (or title) showing you as the new registered owner and proof of insurance.
10. You must accompany your guests at all times when they are using any of the Park's common areas such as; swimming pool, clubhouse, patios, driving range, or walking paths.
11. Please contact the office for all new projects or improvements to your home or at your space.

HideAway Lake Mobile Estates
A 55+ Community
28890 Lilac Rd
Valley Center CA 92082
(760)749-1146

PRIVACY STATEMENT

At HideAway Lake Mobile Estates, we are committed to safeguarding all nonpublic personal information that we may collect during the application process or at any time during your tenancy. We use this information initially for the sole purpose of evaluation your application for residency. Occasionally we use nonpublic personal information in order to collect a debt, for example, when a resident fails to pay rent.

We collect nonpublic personal information about you from the following sources:

- Information we receive directly from you, on forms, and in other communications to or with us, whether in writing, in person, by telephone or any other means.
- Information we receive from other sources such as current and former landlords, current employers, credit reporting agencies and resident screening services.

The community values your privacy and does not disclose nonpublic personal information to anyone except as permitted or required by law, or as reasonably necessary in order to establish your identity when communicating with others as discussed above.

We restrict access to nonpublic personal information about you to only those persons who need to know that information in order to perform their job duties. Further, we maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Management



HIDEAWAY LAKE MOBILE ESTATES
28890 Lilac Road, Valley Center, San Diego County 92082

RULES & REGULATIONS



EQUAL HOUSING OPPORTUNITY: This housing provider complies with all fair housing laws. The fair housing policy is set forth as Exhibit "1" on the last page of these Rules And Regulations.

INTRODUCTION: THESE ARE THE RULES OF HIDEAWAY LAKE MOBILE ESTATES. These Rules and Regulations are binding covenants of tenancy applicable to the Tenant, all residents, occupants and guests. Tenant expressly and voluntarily promises, as a binding contractual commitment, to comply with all rules and regulations set forth herein by filling in the following space:

Tenant(s) Name (s): _____ **(collectively "Tenant") Space:** _____ **Please read these Rules & Regulations carefully.** These binding covenants, conditions and restrictions apply to tenancy and are incorporated into the rental agreement. Reference: Civil Code §798.15. All existing rules and regulations now in force and effect shall continue to be fully enforceable, binding, and applicable during the amendment and addition of new and changed rules and regulations set forth herein.

PLEASE TAKE NOTICE THAT NEW RULES AND REGULATIONS WHICH ARE APPLICABLE TO COMMON AREAS, FACILITIES AND AMENITIES WILL TAKE EFFECT 60 DAYS AFTER COMMENT PERIOD MEET AND CONFER REQUIREMENTS PURSUANT TO CIVIL CODE §798.25. ALL FURTHER AND UPDATED RULES AND REGULATIONS SHALL BE APPLICABLE UPON ACCEPTANCE OR 180 DAYS AFTER THE COMMENT PERIOD.

PLEASE NOTE THAT THE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED. ALL RULES AND REGULATIONS WHICH REGULATE ACCEPTABLE CONDUCT AND CONDITIONS ARE MANDATORY REQUIREMENTS AND CONDITIONS OF TENANCY, AND WILL BE ENFORCED TO THE FULL EXTENT OF THE LAW.



REASONABLE ACCOMMODATIONS: At any time during tenancy, IF A TENANT WISHES TO REQUEST A REASONABLE ACCOMMODATION DUE TO A DISABILITY, PLEASE NOTIFY MANAGEMENT AND COMPLETE THE REQUEST FORM WHICH WILL BE PROVIDED.

PETS WELCOME: Tenant must advise of all proposed pets to ensure compliance with pet requirements. List all existing pets here.

Pet: Type _____ Breed: _____ Weight _____ Age _____ Color _____
Characteristics: ___friendly;___ do not approach: ___aggressive; toward: ___people___ other animals. Vicious pets not permitted.

TENANT VEHICLES: The description and license plate for each authorized vehicle at space is as follows. Management may also require identification tags for current registration or other identification to be displayed; daily drivers and active work trucks allowed. See vehicle rules and regulations for details.

Vehicles to be parked at space: MAKE _____ MODEL _____ COLOR _____ PLATE _____

Vehicles to be parked at space: MAKE _____ MODEL _____ COLOR _____ PLATE _____

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RULES & REGULATIONS

1. **RULES AND REGULATIONS ARE REQUIREMENTS OF TENANCY.** This mobilehome park and Tenant's space are private residential opportunities for the use of the Tenants and their family members (who qualify to regularly reside as required by the 55+ age requirement). The premises are private, while various members of the public including deliveries, vendors, mail, maintenance workers, family members and friends may also frequent the streets and common areas while accompanied by a Tenant. For these reasons, conduct in all common areas is required to maintain peace and quiet, so as not to breach the peace or constitute a nuisance, annoyance or disturbance to others.

A. Expressly Forbidden Conduct, Acts, Omissions: Violation of any and all California and local law and regulations applicable to tenant while on the premises of the mobilehome park are forbidden. All such violations shall be deemed to be breaches of the requirements of tenancy, and at option of the Owner, shall be deemed to be a "substantial annoyance" allowing for immediate termination of tenancy based on 60 days written notice. Reference: Civil Code §798.56 (b). Our rules and regulations absolutely prohibit conduct described in the sections below which provide for the termination of your mobilehome tenancy.

TAKE NOTICE: ALL COMMON AREAS MAY BE MONITORED. MANAGEMENT RESERVES THE RIGHT TO MONITOR COMMON AREAS FOR THE SAFETY AND PROTECTION OF MANAGEMENT'S PROPERTY; DOCUMENTING MISCONDUCT IN COMMON AREAS AND SHALL BE SHARED WITH APPLICABLE LAW ENFORCEMENT AGENCIES AND PERSONNEL. Pursuant to these rules, there is no reasonable expectation of privacy in any common area of the park with customary exceptions for hygiene and sanitation purposes.

Tenants, residents, guests, invitees, and any other person on the Park premises by invitation or acquiescence of Tenant may use facilities, amenities and services in the common areas of the park on condition of proper and peaceable use and possession without breach, without endangering others, respecting the rights of others, and without unlawful conduct and behavior.

B. Purpose and Intent. The Rules and Regulations are for the protection of the Park and to promote compliance with the law, care for common areas and reasonable conduct and maintenance standards. At all times, the Rules and Regulations will be interpreted in a reasonable fashion. Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all with respect to the Rules and Regulations. Tenant recognizes, however, that Owner's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all residents and their guests.

C. Amendments. These Rules and Regulations are not permanent or irrevocable, and may be amended or revoked anytime in accordance with Civil Code §798.25. No Rule or Regulation may be relied on as permanent. Rather, rules may be amended at the discretion of the Owner, for example, to address intentions to provide a decent living environment for residents. Any required changes based on the Mobilehome Residency Law (Division 2, Part 2, Title 2, Chapter 2.5 of the California Civil Code, Civil Code §§798, et seq.) (hereinafter "MRL") will also apply.

D. Monitoring and Forbearance; Neighborhood Standard. It may be impossible or impractical to enforce Rules and Regulations as tenants may interpret them. By establishing tenancy, Tenant accepts typical and routine disturbances commonly foreseeable in a typical residential neighborhood. Owner will not be liable to Tenant for monitoring each routine disturbance, disagreement, or minor problem that may occur between neighbors. The enforcement of these Rules and Regulations and conditions of tenancy are a private matter between the Owner and Tenant. There are no third-party beneficiaries to this tenancy agreement. Owner will interpret and enforce these Rules and Regulations in a reasonable manner. Tenant must seek to reasonably resolve any and all disputes with other tenants, their family members and guests during the course of tenancy.

E. Universal Rule. All tenants must conduct themselves in a reasonable manner, so as not to adversely affect neighbors, Owner, property, or others. In other words, no nuisance, breach of quiet enjoyment, annoyance, violation of laws or regulations, or injurious conduct or conditions are permitted. This rule applies in the absence of or in addition to demands for cure of any injurious, dangerous, or harmful conduct.

F. Public Nuisance. Any violation of the Rules and Regulations shall be deemed a public nuisance. Tenant agrees that a breach of any of the Rules and Regulations cannot be reasonably or adequately compensated in damages in an action of law (and assumes irreparable harm) and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Tenant from continuing breach of any such Rules or Regulations, terms, or conditions, or to allow a condition violative of a Rule or Regulation, term,

or condition to exist or continue to exist. Specific grounds for the termination of tenancy pursuant to the Mobilehome Residency Law based upon the substantial annoyance to others includes, but is not limited to, the following:

- (1) CRIMINAL CONDUCT INCLUDING ANY AND ALL VIOLENT, FELONIOUS, MALICIOUS OR VEXATIOUS CONDUCT WHICH MAY BE CRIMINALLY PUNISHED UNDER CALIFORNIA LAW. ALL CONDUCT WHICH INJURES, DISTRESSES, ANNOYS, VEXES, HARASSES, ASSAULTS, ABUSES, DISTURBS OR ANNOYS ANOTHER PERSON.
- (2) CONDUCT AND BEHAVIOR ON THE MOBILEHOME PARK PREMISES WHICH CONSTITUTES VIOLATIONS OF HEALTH AND SAFETY CODE, WELFARE AND INSTITUTIONS CODE, OR OTHER STATE OR LOCAL LAW WHICH MAY BE PUNISHED BY INCARCERATION.
- (3) BREACH OF THE PEACE INCLUDING PRODUCTION OR AMPLIFICATION OF NOISE, WHETHER MUSICAL, THEATRICAL OR MECHANICAL, VEHICLE DISPLAY OR EXHIBITION UPON THE STREETS OF THE PARK, SPEEDING, RACING, OR A DISPLAY OR EXHIBITION OF ANY KIND AND FOR ANY PURPOSE. SPECIFICALLY PROHIBITED: STREET RACING, MUSICAL PERFORMANCE, SPONTANEOUS GATHERING FOR ANY PURPOSE, NUDITY, INEBRIATION, and ANY ACTS AND OMISSIONS WHICH ARE ILLEGAL OR DISTURBING TO OTHER RESIDENTS.
- (4) ILLEGAL SUBSTANCES POSSESSED, USED, SOLD, GIFTED, DISTRIBUTED, MANUFACTURED, TO ANY PERSONS OR MINORS, IN COMMON AREAS.
- (5) USE, SALE, GIFTING OR OTHER DISTRIBUTION OR ANY ILLEGAL, REGULATED OR CONTROLLED SUBSTANCE OR MATERIALS, INCLUDING ALCOHOL, MARIJUANA, AND OR OTHER.
- (6) NO CONSUMPTION OF ALCOHOLIC BEVERAGES IS PERMITTED IN THE COMMON AREAS.
- (7) NO USE OF CIGARETTES, CIGARS, VAPING OR MARIJUANA IS PERMITTED IN THE COMMON AREAS.

G. Private Residential Facility. This mobilehome park is a private residential enclave and is closed and not open to the general public. The general public may not be invited into the Park for any reason.

H. No Limitations on Gender or Other Status. Owner does not confer special rights to any individual tenant, guest, resident, or other person based on their gender, sexual orientation, familial status, or other protected category as outlined in the Equal Opportunity Housing and stated above. It is Owner's policy to forbid, at any time, any impermissible treatment or preference with respect to existing or prospective tenants, residents, or guests based on any fair housing laws of the United States and the State of California.

I. Compliance. Tenant agrees to abide by and conform with all applicable laws, ordinances, regulations, and terms and conditions of these Rules and Regulations, all rules, regulations, terms, provisions contained in any document referred to in Tenant's rental agreement, and said rules, regulations, terms, and provisions as may, from time to time, be amended, modified, or otherwise changed by Owner.

J. Community Status: The Park is a standard mobilehome park wherein tenants reside in the Park under rental agreements for definite terms. The Park does not offer short-term rentals, nor are short-term rentals permitted by Tenant. No subleasing is permitted in the park as provided in the lease and/or rental agreement; see "no sublease" section in these Rules & Regulations.

K. Drones: All drones which weigh more than 8.8 ounces (250g) must be registered with the Federal Aviation Association and obtain an identification number to be kept in the park. Proof of Tenant's insurance is required to keep a drone in the park. The license shall be placed on the exterior of the drone. No flights or usage permitted in the park. Drones may not be used in the park, at any time, including entering or exiting the park. No photography using a drone in or near the park is permitted. All such violations of this rule may be an invasion of privacy or violate other rights, regulations or requirements. Lessee consents to the destruction of the drone in the event of encroachment on a space, as a defense to avoid injury or harm from a collision or mechanical dysfunction.

2. **PARK PERSONNEL**. Owner shall be represented by authorized management personnel, including a Resident Manager, who may enforce the Rules and Regulations on behalf of Owner. Only Owner may enter into or negotiate the terms of an agreement, amend, or

release any tenancy obligation. Owner has no authority to enter into, amend, waive, or release any agreement that is required to be in writing to be enforceable, such as a rental or lease agreement or Rules and Regulations. No verbal agreements with any employee of Owner is binding upon any party.

3. NOTIFICATION OF TERMINATION OF TENANCY TO ALL LIENHOLDERS, LENDERS: VIOLATION OF THESE RULES WILL GIVE HIDEAWAY LAKE MOBILE ESTATES CAUSE TO EVICT ANYONE LIVING IN THE MOBILEHOME PURSUANT TO SECTION 798.56(d) OF THE CALIFORNIA CIVIL CODE, AND/OR CAUSE TO OBTAIN AN INJUNCTION AGAINST THE TENANT, ENJOINING THE TENANT(S) OR THEIR GUESTS FROM FURTHER RULE VIOLATION, PURSUANT TO SECTION 798.88 OF THE CALIFORNIA CIVIL CODE. A NOTICE OF VIOLATION OF THESE RULES WILL BE SENT TO ANY REGISTERED OWNER AND LEGAL OWNER OF THE MOBILEHOME AS REQUIRED BY THE MOBILEHOME RESIDENCY LAW. RULES MAY BE CHANGED FROM TIME TO TIME IN ACCORDANCE WITH THE MOBILEHOME RESIDENCY LAW.

4. "OLDER PERSONS COMMUNITY." HIDEAWAY LAKE MOBILE ESTATES OPERATES AS "HOUSING FOR OLDER PERSONS. HIDEAWAY LAKE MOBILE ESTATES LIMITS TENANCY TO PERSONS AGED 55 YEARS AND ABOVE. ALL MOBILEHOMES IN THE PARK MUST HAVE AT LEAST ONE TENANT SIGNED ON THE LEASE AND PERMANENTLY RESIDING IN THE MOBILEHOME WHO IS AT LEAST 55 YEARS OF AGE. NO ONE RESIDING IN THE PARK, EITHER TENANT OR REGISTERED GUEST MAY BE YOUNGER THAN 45 YEARS OF AGE. PERSONS UNDER THE AGE OF 55 YEARS RESIDING IN THE PARK ARE "GRAND-FATHERED" IN AND MAY APPLY FOR TENANCY IF IMMEDIATE FAMILY OF THE PREVIOUS TENANT; AND IN ORDER TO CONTINUE TO BE GRAND-FATHERED SUCH SURVIVING SUCCESSORS MUST QUALIFY AS A NEW TENANT IN ACCORDANCE WITH CREDIT AND INCOME SCREENING STANDARDS APPLICABLE AT THE TIME OF APPLICATION. ALL APPROVED AND QUALIFIED SUCCESSORS OF THE PREVIOUS TENANT SEEKING TO ESTABLISH TENANCY SHALL BE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THESE RULES AND REGULATIONS. IF SURVIVING SUCCESSORS CANNOT QUALIFY, THEY MAY OFFER THE HOME FOR SALE IN ACCORDANCE WITH CIVIL CODE §798.78. IF TENANT TRANSFERS OWNERSHIP OR POSSESSION OF THE MOBILEHOME (BY SALE, GIFT, INHERITANCE, OR OTHERWISE), THE ASSIGNEE OF TENANCY AND ALL PERSONS WHO REGULARLY RESIDE WITH THEM, MUST COMPLY WITH THE PRECEDING AGE RESTRICTIONS. TENANT MUST PROVIDE PROOF OF AGE TO VERIFY COMPLIANCE WITH THE ABOVE PROVISIONS.

5. SPACE OCCUPANCY/USE OF SPACE: The Tenant shall ensure that at all times during the rental period or renewal, at least one of the individuals occupying the mobilehome must be the legal or registered owner of the mobilehome. The persons allowed to occupy a space within the park shall be only those persons listed on the rental agreement. The maximum number of persons allowed to occupy a space shall be limited to two persons per bedroom plus one. No other persons shall be allowed to reside on the space without the express written permission of the Park or as provided below. The space shall be used for residential purposes only and no businesses are allowed.

Only persons who have applied for and have been accepted as tenants by the park shall occupy a mobilehome on the leased space. The registered owner of a mobilehome on the leased space must apply and qualify for tenancy and must occupy the mobilehome upon acceptance to reside at the space. Each applicant for residency must acknowledge that his/her application for residency will be accepted solely based upon his/her application and qualifications and not those of any other persons. No other person will reside in the mobilehome on 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.

a. Guests: Tenant is allowed to have guests stay at his/her home for a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year; however, said guests must agree to abide by all Park rules and must be accompanied by Tenant while residing at the Park and using the Park's facilities or common areas. Tenant is personally responsible for all of the actions and conduct of his/her guests. Tenant is not allowed to have others reside in his/her home during the Tenant's absence.

b. Permanent Guests: Any guest wishing to stay with a Tenant more than 20 consecutive days or thirty (30) days in any calendar year, including immediate family members or guests pursuant to Civil Code §798.34 (b), (c) or (d) must apply to the Park for permission to reside with the Tenant as a "Permanent Guest." A Tenant who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for that person. Any more than (2) persons living in a home, will be charged an additional fee of \$50.00 per month per person to cover administrative costs incurred as a result of the additional person(s) in the space.

Permanent Guests must sign a separate agreement with the Park acknowledging their status as guests and not tenants. The guest must meet the minimum age requirement of the park. The Park may accept or reject the application if the management reasonably determines that, based on the applicant's prior tenancies; he or she will not comply with the rules and regulations of the Park. In any case, such "Permanent Guest" shall be considered a guest of the Tenant and any agreement between the Tenant and the person shall not change the terms and conditions of the rental agreement between management and the Tenant. The Permanent guests may have use of public facilities and common areas only if the Tenant is present, and shall comply with the Park's rules and regulations. Tenant is personally responsible for all of the actions and conduct of his/her guest.

c. Live-in Health Care Guest: A Homeowner may share his or her mobilehome with any person over 18 years of age if that person is providing live-in health care, live-in supportive care, or supervision to the homeowner. Management shall not charge a fee for the live-in caregiver but may require written confirmation from a licensed health care professional of the homeowner's need for the care or supervision, if the need is not readily apparent or already known to the management. The Park reserves the right to reject any application where this information is not provided at time of application.

d. Homecare Guests: Any guest wishing to stay in a home during the absence of the Tenant for no more than sixty (60) days in a calendar year, must apply to the Park for permission to reside in the Park as a temporary "Homecare Guest". The guest must meet the minimum age requirement of the park. The Park may accept or reject the application if the management reasonably determines that, based on the applicant's prior tenancies; he or she will not comply with the rules and regulations of the Park. The Homecare guest will have no rights to tenancy, may not use public facilities or common areas, and shall comply with the Park's rules and regulations. Tenant is personally responsible for all of the actions and conduct of his/her guest.

e. Subleasing: No subleasing or assigning of any space or tenancy is permitted. Tenant shall not sublease, or otherwise rent all or any portion of Tenant's unit or space. Notwithstanding the foregoing, Owner reserves the right to sublet or rent any space or home owned by the Owner. Subleasing exception: medical hardship subleasing as provided in the MRL is recognized. "Subleasing" includes the rental of the mobilehome or the space, or both, including "Air bnb's" or other short-term rentals. Subleasing also includes "home sitting," "house sitting," "house watching," "caretaking," subleasing with an option to purchase, and purchase contracts, unless in such circumstances the purchaser is bona fide and has been approved by Owner and is/will be the registered owner of Tenant's home. Subleasing may also refer to contractors who occupy the Space or home in the absence of the Tenant, whatever the purpose. Exceptions in instances of extreme and unusual circumstances may be considered by the Park, but the Park retains complete discretion to accept or reject such requests.

6. SALE OR REPLACEMENT OF MOBILEHOME:

a. Sale of Mobilehome: Tenant shall not sell the mobilehome to a person who intends to occupy it in situ until Management has accepted the prospective purchaser for assignment of the tenancy and until Tenant has performed all of the following prior to the sale:

(i) Given the Management sixty (60) days' notice in writing prior to the proposed sale;

(ii) Referred the prospective purchaser to Management to complete a rental application. The prospective purchaser shall accurately and truthfully complete and submit an application form to Management. Management reserves the right to accept or reject the prospective purchaser as a new Tenant in accordance with §§ 798.74, .75, & .76 of the MRL;

(iii) Ensured that the prospective purchaser has communicated with Management and obtained a copy of the applicable disclosures, Rules and Regulations / Architectural Standards, and the required Transfer Disclosure Statement from seller; and,

(iv) Obtained a list of repairs or improvements Management requires to the mobilehome, its appurtenances or accessory structure(s), under Civil Code §798.73.5, and returned the list verifying all work has been completed.

(v) The new rental agreement shall only become effective as to assignee of the seller's tenancy after approved for prospective tenancy, on the condition that Tenants' sale is consummated, and on compliance with all conditions required by the Management for closure of escrow have been satisfied, including but not limited to payment out of escrow of any outstanding rent and other space charges, which are due under Tenant's rental agreement

b. Establishment of tenancy by assignee. The assignee of tenancy shall not take possession of the home if Management does not approve the sale or the prospective assignee for tenancy, or should the sale not be completed; in such case, the prospective

assignee has no right of tenancy. **Note:** In the event there is no escrow, state law (Reference: Civil Code §798.75) requires that a copy of a fully executed rental agreement offered by the Management be made a part of the purchase and sale contract.

c. **Custodian of Funds Pending COE:** Money received by Management pending the close of sale or the consummation of the sale (in the event that there is no escrow) and prior to the written approval or rejection of the prospective assignee shall be conclusively acknowledged and recited herein as rent paid for the avoidance of termination of tenancy of the Tenants-sellers. Under no circumstances shall receipt of money from any person, including the prospective assignee, purchaser or applicant or their agents, be the acceptance of rent or establishment of tenancy. Resident manager has NO authority to establish tenancy nor waive the requirements for tenancy.

7. TRANSFER OF OWNERSHIP/RESALE: At any time a Tenant wishes to sell his or her mobilehome, which is to remain in the Park upon resale, the Tenant shall notify Management who may then, for purposes of compliance with codes and standards, conduct an inspection or arrange inspection of the exterior of the mobilehome and space. All mobilehome exterior and space repairs and maintenance items, as indicated in the written summary provided by Management, shall be corrected prior to listing of the mobilehome for sale and as a condition of allowing the mobilehome to be sold on site. All mobilehomes are also subject to exterior inspection for compliance with California Health and Safety Code and California Code of Regulations, Title 25 (Housing and Community Development), Division 1 (Housing and Community Development), Chapter 2 (Mobilehome Parks and Installations), Articles 1-11.

8. RIGHT TO REQUIRE REMOVAL OF HOME: Owner reserves the right to require the home to be removed from the Park upon resale, in accordance with applicable law. Any mobilehome that is deteriorated to a condition below a publicly acceptable and safe condition, is in run-down condition, or in disrepair, if sold, shall not remain in the park unless by prior request and agreement, required prior repair, improvement and modernization of the home is requested to comply with park standards and current codes and regulations for new construction under Title 25. Management reserves its rights under Civil Code §798.73 to require removal of the mobilehome upon sale or transfer in order to protect the health, welfare and safety of existing Tenants and their families and to upgrade the quality of housing and safety in the park.

9. SIGNS AND COMMERCIAL ACTIVITIES:

a. No commercial activity or "For Sale" signs or other signs advertising anything for sale or advertising any other commercial activity are permitted except as specified by the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations.

b. Street vendors are prohibited on Park premises. Throw-away newspapers, distribution of handbills, and door-to-door selling or solicitation are not permitted in the Park.

c. All exterior "For Sale" signs, "Open House" signs, and flags are prohibited except as specified by the Mobilehome Residency Law. Signs are now limited to 24 inches X 36 inches. No other signs of a commercial or professional nature will be allowed on the premises (See Civil Code Section §798.70).

d. Tenant may display a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of the 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 until fifteen (15) days following the election, unless local ordinance imposes a more restrictive period of time for the display of such a sign.

e. HCD decals, HUD insignia, or the mobilehome serial number must be prominently displayed on the exterior of the mobilehome.

f. No commercial or business activity in the Park. No manufacturing or processing requiring the use of power tools, chemicals, spray paints, machining, adhesives, or which creates noise or emits light, odors, fumes, smoke, or any particulate matter, or which requires pressurized vessels of any kind, or utilizes any flammable, poisonous, or hazardous substance, or which increases or results in any additional traffic in the Park, or which increases or may increase or create dust, noise, or any odors or fumes, or which requires waste disposal other than ordinary household waste disposal and volume, or which creates emissions of any kind which are reasonably objectionable to others, or which involves any acts, conduct, or activity which is inconsistent with Park zoning and conditional use permits, or which may affect insurability of the Park, such as availability of coverage, increase in the cost of insurance, or increase in

Owner's or Management's exposure to liability, claims, demands, costs, or suits from any third party including any governmental or other entity, agency, or organization. Activity subject to approval of local government for home occupations may be considered in the event that the proposed activity can be permitted as approved and such activity does not constitute a breach of this rule.

10. MOBILEHOME STANDARDS.

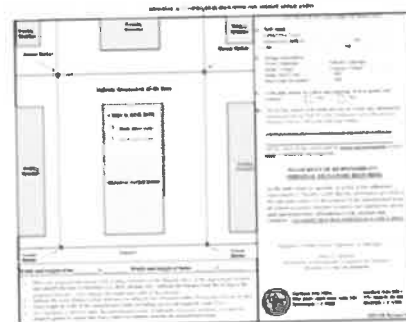
a. Incoming Homes: All mobilehomes coming into the Park for the first time must meet the following requirements: (1) Only mobilehomes which are in new condition and are approved by Owner in advance are permitted. The location and placement of the mobilehome on the space will be determined by Management. If, on the date of this Agreement, there is not presently a mobilehome located on the space, or if Tenant is to remove the mobilehome presently located on the space and replace it with another mobilehome, the replacement home must be approved in advance. A plot plan showing details of a proposed installation must be submitted to Lessor on 8-1/2" x 11" paper, accurately drawn to a scale of either 1" = 10' or 1/8" = 1'.

1. A sample is available from the Department of Housing and Community Development.

https://www.hcd.ca.gov/building-standards/manufactured-modular-factory-built/docs/plot_plan_hcd_538.pdf

2. The plot plan must accurately show all critical dimensions (front, side and rear setbacks, etc.), lot lines, location of the home, accessory structures (garages, sheds, awnings, etc.), site-built porches, steps, planters, patios/decks, concrete walkways, fences/walls.

3. Prior to home installation or beginning of any other work on the lot, the plot plan must be approved by Owner in writing. Plans must show the distance from the edge of any slope, the slope angle and, if appropriate, topography sections through proposed improvement and soils. All plans must be drawn to scale. Plans must show existing and proposed improvements. Plans must show the distance, in scale, to structures upon adjacent Spaces or Community owned property, such as utility sheds. The home must be no older than 5 years, and or must appear in good condition similar to adjacent homes in the Community or to be put into such condition after installation.



4. All mobilehomes moved into the Park must obtain prior written approval by the Park before being located on any space within the Park. Installation permits must be issued and approved by Owner before delivery of the mobilehome. Unapproved homes will be turned away.

b. General: Any mobilehome moving into the Park shall be installed according to Park specifications, management direction and in compliance with all applicable government regulations. All mobilehomes and mobilehome accessories, structures, and buildings must be approved in writing by Management before being placed or installed on individual sites. Complete skirting and awning installation of mobilehomes is required within thirty (30) days of occupancy. Awnings are required over the length and width of patios and carports of mobilehomes. All such awnings and skirting must be of metal construction, unless otherwise approved in writing by Management. A sewage treatment facility is located on the Park property. Using self charged water softeners, or flushing non-flushable wipes, diapers of any sort, female hygiene products, fruit seeds/pits, peels and stickers, and harsh chemicals are expressly prohibited due to the impact on the sewage treatment facility. Cartridge type water softeners are acceptable, when they are charged off premises.

c. Exteriors: The exterior of the Tenant's mobilehome, accessory structures and equipment must be maintained in good condition. Proper maintenance shall include, but not be limited to, repair of any broken paneling, siding, windows, window screens, or doors; washing or waxing as required; or the repainting of the exterior whenever the paint begins to fade, peel, flake, chip, or deteriorate. Residents who fail to maintain their residences as described herein shall be given written notice to comply. All utility connections must be kept in safe, leak proof, accessible and operative condition at all times. Clothing or other materials not approved as accessories by Management may not be hung from the mobilehome, or outside of the mobilehome. Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean are the only freestanding items permitted outside of the mobilehome.

d. Lot Usage: Towels, rugs, clothing or laundry of any kind may not be hung outdoors in view on the lot at any time. Clothes may be hung on the clothes lines provided adjacent to the laundry room. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of Management. Vehicles may not be parked on the mobilehome lots, whether automobiles, recreational vehicles, trailers, tows, or the like. Any such vehicles are to be stationed in the parking areas or assembly centers for the appropriate kind of vehicle. Repairing or washing vehicles may not take place on lots, in driveways, carports, or in the streets.

e. Licenses: Each mobilehome must bear a current annual license, and the Tenant is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings.

f. Inspections: The Park is not responsible to inspect and approve any work done by Tenant or for Tenant by others, including but not limited to installation of the mobilehome, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Park may require work to be completed, and inspect or approve something, it is for the Park's own purpose only and Tenant is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Tenant is responsible for all required inspections and approvals and Tenant agrees to indemnify and hold the Park harmless for any work which is improperly done.

11. MAINTENANCE:

a. Space / Mobilehome: Tenant shall maintain the space, mobilehome and all structures, improvements, and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances, and maintained in good repair and condition. Tenant is responsible for any damage caused as a result of digging upon the space.

(1) Tenant is responsible for the drainage of the leased premises. Tenant must provide proper drainage of the space, including underneath the mobilehome and provide proper maintenance of space irrigation systems, avoid water leakage from pipes, hose/s or faucets, or installation of plastic beneath rocked areas.

(2) Drainage must not be blocked by walks, shrubs, etc., and must not drain onto adjoining spaces. Lessee must meet Title 25 requirements for drainage.

(3) Existing drainage patterns and grading of the space may not be changed without Management's written consent. Lessee is responsible for maintaining sufficient piers under and supporting the mobilehome to maintain it in level condition.

(4) The space may slope in areas or sections which may require adjustment from time to time. Readjustment of the piers beneath the mobilehome and any re-leveling, if required, is Lessee's and Lessee's installer-contractor's responsibility.

(5) Lessee shall avoid pooling or accumulation of water and moisture under the mobilehome. Lessee shall keep skirting above grade to promote ventilation under the mobilehome in all locations.

b. Construction and/or Additions: Any construction completed which connects directly to the mobilehome, constructions of a storage building with a roof area over (10' x 12' (120 square feet) or modification of a porch to a "California room" (screened) must be approved in writing by Management and a permit obtained from the County of San Diego. Copies of the permit application, plans, signed-off permits, etc. must be submitted to Management as they are obtained. They will be placed in the permanent file for the mobilehome space.

All other exterior accessory buildings and/or modifications on the mobilehome site, including, but not limited to, exterior painting, roofing, gutters, fences, landscaping, exterior lighting, must receive prior written approval from Management before commencement of constructions and application for any necessary building permits. All colors must be approved by Management prior to commencement of exterior painting. Approved exterior paint color schemes and procedural guidelines are available in the Park Manager's Office and are incorporated herein by reference.

If Tenant completes any construction, modification, or painting of any exterior building on the mobilehome site without prior written approval from Management, Tenant shall be responsible for any costs incurred to bring exterior modifications to Management approval.

c. Lot Maintenance: All spaces shall be maintained by their resident in a clean, well-kept and attractive fashion. Each Tenant must landscape the space within sixty (60) days of taking occupancy. Tenant will maintain lawn, flowers and shrubs; keep the lot clean; keep the grass cut and watered; all trash, debris, boxes and barrels, brooms, ladders, and other equipment and paraphernalia must be kept out of sight. Unsightly decorations should not be employed at spaces. On vacating lot, Tenant must ascertain that lot is level, with all holes being filled. Should Tenant vacate and list the mobilehome for sale, Tenant is responsible for maintaining the lot until close of escrow.

Management is responsible for maintenance, repair, and replacement of Park installed driveways. Residents shall keep their driveways clean and maintained free of oil and all sticky or oily substances.

Tenants are responsible for maintenance, repair and replacement of mailboxes. Park boxes will be maintained by Management and may be used by Authorized users only.

All roofing materials shall be made of fire-resistant materials which must be approved by Management prior to any installation. The color of the roof should conform to the home aesthetics and must be approved by Management.

Tenants who are located at a corner, or have additional areas adjacent to their space, are responsible for landscaping and maintaining said area, as a portion of their space.

d. Right to Charge for Work Performed on Space: In the event that a defaulting tenant fails to comply with the rules and regulations requiring maintenance of the premises, management may serve a 14 day notice upon the tenant specifying the work to be done and the approximate and estimated cost for completion of the work if performed by Owner or agent of Owner. If tenant has not cured the 14 day notice within the time provided, Owner may enter upon the space, do the work described in the notice, and charge tenant a reasonable fee for the work necessary to cure the stated violations relative to premises maintenance. Premises maintenance refers to all visible conditions upon the space, inclusive of tenant's personal property, accessory structures, equipment, and appliances constituting the premises, inclusive of all steps necessary to effect a cure including repair or replacement of any items necessary to cure code violations as part of the maintenance of the premises. This remedy is not an election of remedies and is without prejudice to other available legal remedies. Accordingly, Owner reserves the right to terminate tenancy based on a failure of compliance with a seven (7) day notice to cure violations of the Rules and Regulations, and to pursue legal action for injunction or other relief in accordance with the law.

e. Damage Repair: If any portion of the exterior of the home or its accessory equipment or structures or space area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, downspouts, skirting, steps or porch. Tenant must obtain Park's consent prior to doing any major repair or painting of the exterior of his/her mobilehome or storage shed.

f. Utility and Convenience Centers: Park provides laundry, restroom, vehicle washing, and trash dumpsters for your convenience. These common areas are to be used according to instructions posted at the site, or in accordance with the Park Rules. They must be kept clean and neat by each Tenant in any individual facility. Please be considerate of those waiting to use the facilities, and relinquish said facility as soon as possible. All park facilities must be used safely. No smoking or food or drink is permitted in such facilities, except at any specifically designated sections thereof.

g. Re-Leveling of Leased Premises is Tenant's Tenancy Responsibility and Assumption of Responsibility:

(1) Tenant shall re-set and re-level the mobilehome on the space not less than once each two (2)-three (3) years, as a duty of tenancy by Tenant for safety and the protection of the home. The Park and/or space which is the subject of this Agreement is situated on land approved for permitted installation of mobilehomes meeting legal requirements for construction and installation, that may be geologically unstable.

(2) The space may be subject to possible geological failure including, but not limited to earth shifts, slides and erosion. Some settlement, subsidence or water on the premises may occur and Tenant should be aware that from time to time, it is possible that Tenant will be required to adjust, add, move, reinforce or periodically replace the supporting piers in order to keep the Mobilehome level on the Space. The need and frequency of re-leveling is also affected by compaction, water intrusion, the number and placement of piers, the quality of work by the set-up contractors, the size of the footings below the piers, the relative weight absorbed by each pier (and the extent of home improvements, such as masonry, concrete and stone products concentrating weight at certain locations and on the placement of porches or other additions to the Mobilehome).

(3) Tenant must provide and ensure that drainage is to be away from the Space (towards the street) such that water is not blocked and does not accumulate under the Mobilehome or in any other location on the Space. Tenant must provide for and ensure that the weight distribution of the Mobilehome or loading of the lot (more modern Mobilehomes may have significantly more outside perimeter weight than the rest of the Mobilehome requiring greater attention to and support of the outside perimeter of the Mobilehome) does not result in uneven floors, mismatched moldings, warped or off perpendicular vertical projections. Defective installations may also result in splitting, warping, breakage, rises at the center of rooms or across rooms, separation of decks sometimes caused by the outside

perimeter bearing down on an insufficient number of and disproportionately located piers, or unequal distribution of weight within the Mobilehome. Damage may also be caused by allowing heavy objects, such as motorcycles, scooters etc., to be stored within the Mobilehome or on any of its decks.

(4) Tenant shall fully investigate and obtain independent advice and opinions from an appropriate consultant, expert or other knowledgeable advisor concerning land conditions and the frequency of expected adjustments to the home. Tenant acknowledges that he or she has been made aware of the potentially unstable condition and of the potential for geological failure.

12.. **LAUNDRY FACILITY.** When using the laundry facility, please remove your articles immediately after the completed cycle and check both the washer and dryer before leaving the laundry room. No laundry may be left overnight. Clothes lines are available adjacent to the laundry room. Use of the laundry lines or other laundry facilities provided by the Park is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours at the facility.

13. **REFUSE HAULING SERVICE:** Dumpsters are located across the bridge. Dumpster are marked "Trash" which is for household trash only (no construction materials, appliances, or hazardous waste which includes tires, batteries, and paint). And "Recycling" for plastic, cans and glass, (with code markings only) paper and flattened cardboard. No items may be left outside of dumpsters.

14. **ACCESSORIES / EQUIPMENT/STRUCTURES:**

a. Steps/Porches/Storage Shed: Each mobilehome, where possible, will be required to have two (2) (front and rear) up and over steps, with landings, and a well-secured and safe handrail system which meets the minimum requirements of title 25. The steps shall be covered with material that obtains prior written approval from Management. Guardrails shall be provided around the perimeter of porches and decks which are thirty (30) inches or more above grade and the porch must be covered with material that has obtained prior written approval from Management. Storage cabinets may be placed immediately adjacent to a unit if the storage shed is constructed of materials approved for one (1) hour fire resistant construction. Storage sheds shall not exceed ten (10) feet in height and the total combined floor area of all storage cabinets on a lot shall not exceed one hundred twenty (120) square feet.

b. Air Conditioners: No electrical, refrigerated, central air conditioners, are allowed to be hooked up to the Park Utility system. No window air conditioners are allowed without prior written approval of Park. Natural gas central air conditioners are allowed but all compressors must be placed on side of home or at an area near the rear of the lot away from the street. Evaporated roof-type coolers may be used in any mobilehome but must be painted to match the mobilehome.

c. 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, Tenant shall submit for the Park's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Tenant proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform with the Park's standards shall be removed by Tenant within thirty (30) days of receipt of written notice from Park.

d. Permits: Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances. All such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may install items which are required to be connected to the Park electrical, gas or water supplies. Tenant shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park. A list of commonly-required permits are listed on **Exhibit "1"** which is attached to the end of these Rules and Regulations.

e. Contractors Performing Work: Each contractor performing work in the Park on the space must be properly licensed and adequately insured. It is the Tenant's responsibility to see that anyone performing work at his/her space has proper authorization from management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by the Tenant or for any damages sustained.

f. Exterior lighting: Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard. Outside lighting is recommended by Management, within these guidelines.

g. Utility easements: Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. 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.

h. Placement of Satellite Dishes/Antennas: Installation of satellite dishes must be one (1) meter diameter (39 inches) or smaller on homes. The satellite dish installed must be affixed to the resident's home or improvements or the ground within the resident's space in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. Plans for installation must be approved by Management.

15. LANDSCAPE: General Standards and Written Approval of Substantial Changes: Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things that are acceptable or not acceptable. You are cautioned that there are spaces in the Park with landscaping that no longer conforms to our present standards. Therefore, do not assume your plans or desires will be approved simply because they may exist within other spaces. Prior to commencing substantial changes to existing landscape, including the planting of trees and shrubbery, Tenants must submit a written plan to Management for review and approval. Landscaping installed without written approval shall be removed by Tenant immediately upon receipt of written notice from Management.

a.. Landscape Standards:

1. The entire lot, with the exception of areas covered by buildings or concrete, must be landscaped. Landscaping includes all grasses (including artificial), trees, shrubs and flowers (including artificial), rock, stepping stones, planters, irrigation systems, fences, trellises, etc.
2. All landscaping must be kept neat, clean, attractive, and well-kept in appearance. The ground must be kept free of weeds.
3. Artificial grass: Residents must submit a diagram and/or plan for the installation that specifies product grade and maintenance requirements. The artificial grass must be installed by a contractor licensed in synthetic turf, and who must provide a sample of the grass to Management prior to approval. The Resident is responsible for providing for proper drainage.
4. Bark and other light-weight materials (e.g. rubber mulch) are not acceptable groundcovers because they float and clog drains.
5. Statues, plastic fountains, birdbaths, or fencing is allowed with prior written permission of Management which may withhold said permission at its sole discretion.
6. Decorative borders (e.g., wood or plastic lattice) 2 feet or less in height are permitted but must first have prior Management approval of location and material prior to installation.
7. Automatic or timed sprinkler systems are permitted with the prior written approval of Management.

b. Landscape Maintenance:

1. Lawns must be mowed, trimmed, and watered as needed. The lawn cannot grow above 4 inches in height.
2. It is the Tenant's responsibility to ensure that all plants, trees, and vegetation are trimmed, pruned and edged on a regular basis in order to maintain an attractive shape, to control growth, and to present a neat and attractive appearance. Deteriorated or dead landscaping must be removed and replaced accordingly.
3. Yards must be maintained free of debris, trash, weeds, leaves, unsightly objects, etc.
4. All landscaping, including trees, must be kept trimmed, watered, and fertilized.
5. Landscaping must be maintained so that it does not cause damage to, or interfere with property belonging to you, your neighbor, or the Park. Tenant must maintain the landscaping so that it does not develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park facilities.
6. Park trees may not be removed without the prior approval of Management. The cutting of trees of another in the state of California absent consent of the Owner constitutes a criminal act punishable by law. Any concerns regarding the health or safety of any tree should be reported to Management. If a tree or shrubbery located on Tenant's property is a health or safety hazard as a result of Tenant's failure to maintain the tree or shrubbery on a regular basis, the tenancy of the Tenant may be terminated and Tenant shall be liable for any injuries caused or costs expended by Park to abate the hazard.
7. If rock is utilized in landscaping, additional rock must be added as necessary to ensure there is an adequate amount to cover the area. You may replace the rock on the bare ground or utilize a weed-block mesh material that allows water absorption into the ground to aid puddling or flooding. Exposed, worn and/or torn plastic must be removed or replaced.

8. Hoses or sprinklers must not be left running so that water runs in the street or onto a neighbor's space. To assist with the Park's ongoing water conservation efforts, Residents are requested to report any incidence of water running in the streets to Management.

9. Hoses must be coiled up when not in use.

10. Irrigation must be maintained properly and not be allowed to drip or leak. Irrigation must be turned off during rainy weather.

c. When Vacationing or Absent When vacationing or absent for any other reason, it is the responsibility of the Tenant to arrange for watering and to otherwise maintain the space, pursuant to Park Rules and Regulations.

d. Landscape Drainage: The existing drainage pattern and grading of the space may not be changed without Park Manager's written consent. Drainage problems resulting from unauthorized alterations shall be the responsibility of the Tenant. All homes with rain gutters must be unobstructed and the down spouts must be brought to the street, or they may be directed to other locations on the space with Management approval depending on the space particulars.

e. Vacating the Space: When vacating the space, Tenant may, with Management's prior consent and at Tenant's own expense, remove all such landscaping planted by Tenant, provided that Tenant repairs all damage to property caused by said removal and leaves the lot in similar condition and grade 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 the property of the Park.

16. DAMAGE TO INDIVIDUAL SPACES, COMMON AREAS: Tenant agrees that all personal property including the mobilehome placed on the site shall be at Tenant's risk and HideAway Lake Mobile Estates shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Tenant further agrees to hold the owners and agents of HideAway Lake Mobile Estates harmless from any liability arising from injury to person or property caused by any act or omission of the Tenants and residents, family members, licensees and invitees.

a. Tenant shall do nothing to injure, damage or wantonly destroy his/her mobilehome, any accessory, any landscape or other appurtenances located on his/her lot nor to any property belonging to other Tenants or the Park.

b. Insurance/Loss: Tenant shall maintain adequate liability and fire insurance coverage on Tenant's mobilehome, and provide written proof to the Management of such coverage. The Park 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 than the specific negligence or intentional act of management. Tenant assumes all risk of loss due to any cause whatsoever other than the exceptions named above.

c. It is strictly forbidden for any Tenant, or his/her guests to enter onto or use for any purpose any portion of any vacant space within Park.

d. Tenants and their guests are not permitted to engage in any dangerous, reckless, injurious or harmful activities in the streets or common areas of the Park that may result in injury or damage to Park property. Tenant agrees to hold the Park harmless and indemnify the Park for any and all damages, including any damages to Park property, which might be caused as a result of Tenant's participation in such activities.

e. No one may allow any nuisance or waste in the Park. No one may encroach or trespass in any area which is not intended for general use by the residents and their guests. For example, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services, must be avoided and not tampered or interfered with.

f. No one may dispose of any oil, gasoline, and other toxic chemicals in the Park under any circumstances. All chemicals of this nature must be disposed of in authorized toxic disposal sites.

g. With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

h. Any Tenant or other resident who discovers any condition in the Park requiring repair must bring the condition to the Park manager's attention as soon as possible.

17. VEHICLES.

a. Vehicle Safety and Traffic Signs: For the safety of tenants and their families, no vehicle may be driven in an unsafe manner and all vehicles should not drive above.

· Safe speed within the community. · No uninsured drivers allowed. Proof of insurance required. · No unlicensed drivers allowed. · All traffic signs must be obeyed. · Violators shall be given written warnings.

Dangerous conduct shall result in the termination of tenancy or, the issuance of court orders, including restraining orders and injunctions, in order to prevent the dangerous operation of any equipment, machinery, or vehicle within the park premises.

b. Vehicle Registration and Condition: All vehicles operated and stored within the Park must be currently registered unless the item stored is something that cannot be registered (e.g., a camper shell). Vehicles are not permitted anywhere in the Park unless they are regularly maintained in normal operating condition, and are neat and clean in appearance. Violators may be given legal notice from Management after which the vehicle may be towed at the vehicle owner's expense.

c. Noisy Vehicles: Excessively noisy motorized vehicles are prohibited. Vehicles with modified and/or malfunctioning exhaust systems are prohibited in the Park. Violators will be given a warning notice after which the vehicle may be towed.

d. Maintenance of Vehicles: No maintenance, repair or other work of any kind on a vehicle may be done within the space or in common areas of the Park except in cases of emergency (e.g., flat tire repair by AAA). Vehicles may be washed only in the Park area designated for car washing.

e. Bicycles, Roller Skates, Roller Blades and Skateboards: Skateboarding is not allowed in the Park. Bicycles, roller skates, and roller blades are allowed only on the roadways and not on the sidewalks, grass areas, vacant spaces, recreational areas, pool area, or any other paved area. Management encourages the wearing of helmets when using bicycles, roller skates and roller blades. Bicycles must obey the same traffic regulations as vehicles and be equipped with all safety devices required by law. If ridden at night or at dusk on Park premises, bicycles should be equipped with a light on the front and reflector in the rear.

f. Motorized Scooters and Golf Carts: Electric motorized scooters and golf carts are allowed only on the Park roadways. Gas powered scooters are not permitted. Golf carts must be operated by persons 16 and older with a valid driver's license and must be accompanied by Tenant at all times. If ridden at night or at dusk on Park premises, electric motorized scooters and golf carts should be equipped with a light on the front and reflector in the rear. Tenant and his or her guests must abide by all traffic signs within the Park.

g. Sleeping in Vehicles: Sleeping in vehicles is not permitted anywhere in the Park.

h. Important Notice Regarding Towing Vehicles from Driveway: Specifically, no vehicle is permitted to be in the Park or parked on a mobilehome driveway or designated parking space if it is not maintained in normal operating condition, neat and clean in appearance, in compliance with all Vehicle Code equipment requirements, bears current registration, not containing unsightly loads that are visible to other persons, and not "stored" (defined as parked for more than one month without being driven). The foregoing vehicles include, but are not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, any vehicle dripping oil, gasoline, or other automotive fluid, and excessively noisy vehicles. Any vehicle not meeting these standards may be removed from the Park by management at Tenant expense in accordance with the Mobilehome Residency Law, after applicable notice is given. In the event that the vehicle poses a danger to others, no notice is required prior to removal by the management. If it is returned to the driveway or designated parking space in violation of this rule, the vehicle may be removed without further notice. Management may refuse admittance to the Park of any vehicle that does not comply with these Rules and Regulations and remove it in accordance with law. No one may sleep in a car or other vehicle parked on Park property, whether day or night.

i. **IMPORTANT NOTICE:** All required "No Parking" Signs authorizing the towing of vehicles parked in violation of the Rules and Regulations are posted. **In the event a vehicle in the park is parked in violation of these Rules and Regulations, Management may tow the vehicle out of the Park at the vehicle owner's expense.** Management is permitted to tow without further / additional warning or notice to the vehicle owner. You are especially cautioned to carefully review all bold print provisions of the parking regulations set forth below. "Parked in the street" means any encroachment of any part of the vehicle into a common area.

18. PARKING:

a. Parking is permitted only in designated parking areas. Unless otherwise posted or permitted by these Rules and Regulations, **NO PARKING IS PERMITTED ON THE STREETS OF THE PARK.** Vehicles parked on Tenant's Space may only be parked on the driveway, and not on the landscaped or other areas of the Space. Vehicles parked on the driveway must not extend beyond the property line into the street. Because of limited parking facilities, traffic congestion, noise, and the need to insure a safe and pleasant environment for all Tenants, Owner reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park. Overflow parking for vehicles owned by Tenant must be parked across the bridge in the overflow parking area. Vehicles parked in violation of these Rules and Regulations are subject to being towed at the vehicle owner's expense.

b. Guest Parking: Guest vehicles must be parked on Tenants driveway providing the total number of vehicles do not exceed the number allowed. Guest parking is also permitted adjacent to the Pepper Street storage room, by the laundry building, adjacent to the golf driving range, along the holding basin at top of park, adjacent to the maintenance shop and in the over flow parking area.

c. Park Service Vehicles: Service vehicles may be parked in the street in front of the manufactured home that is receiving service.

d. Golf Carts: Golf carts shall be parked in driveways or in other Management approved locations. Under no circumstances may golf carts be parked in front of porches or steps. Management employee golf carts are exempt from this restriction.

19. RECREATIONAL VEHICLES, BOATS, CAMPERS AND TRAILERS: Recreational vehicles cannot be parked in a Tenant's driveway unless it is the Tenant's primary mode of transportation. Recreational vehicles may only be parked across the bridge, on the southeast areas upon prior written approval from Management. Permission will be provided on a first-come, first-serve basis. Tow cars and trailers may be parked on the northeast area, across the bridge, under the guidelines. Tenants interested in storing their RV at the designated areas must consult with Management to sign an RV Agreement and pay applicable fees. All stored vehicles in these areas must be currently licensed and Tenant is responsible for submitting a certificate of insurance with Management. Commercial vehicles, work vehicles or equipment may be stored and/or parked in the over flow parking area with prior written approval from Management and Tenant must provide Management with Certificate of Insurance and a Workers Compensation "rider" indemnifying the Park. Only two spaces in the storage area are available per Tenant, and a parking agreement for each unit must be on file with Management.

"Dead storage" is strictly prohibited in the RV storage area. Hazardous and/or flammable material cannot be stored in the RV for health and safety concerns.

20. RECREATION RULES:

a. Hours are posted. The Park facilities are provided for the use of the Tenants, residents, and Tenants' guests and for no one else without the prior permission of the Park. Use of the facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.

b. Tenant must accompany guests: A Tenant must ALWAYS accompany guests who utilize the recreational facilities. All facilities and equipment are used at the risk of individual so utilizing them and are to be used in accordance with instructions posted at each location for use. Facilities must be used safely and with concern for the safety and quiet enjoyment of others. No alcoholic beverages are permitted nor shall they be consumed in or around the clubhouse or swimming pool areas at any time, except on special occasions, with prior written approval of Management. No food is permitted in recreational areas other than in certain designated sections. No smoking is permitted in recreational areas. All recreational facilities are to be kept clean and neat by those utilizing these areas, this includes, but is not limited to, the outside patio areas.

c. Clubhouse: The clubhouse is for the exclusive use of Tenants. Management does not allow use of the clubhouse for special occasions; there is no private party use. All guests must be accompanied by a park resident to use the clubhouse.

d. Billiard Room/Exercise Room: The billiard/exercise room is for the exclusive use for Tenants and their guests. All Tenants and guests using the Billiard Room and the Exercise Room must sign a release of liability form and must abide by the rules posted in these facilities. Failure to abide by Rules and Regulations may cause forfeiture of the use of the facility.

- e. Lake Use: No fishing is allowed on the lake.
- (1) If a Tenant observes a person fishing who is unknown to the Tenant, please notify management. The lake is maintained for the relaxation and pleasure of our Tenants and their guests.
- (2) No self-propelled or motorized boats are permitted on the lake.
- f. Recreational Facilities and Regulations:
- (1) Conduct in General in the Recreation Facilities: Disturbances of the peace, dangerous conduct and behavior, causing injury to others, and damage to property, or all strictly prohibited.
- (2) Defacing, damaging, or destroying any Management property or Tenant-owned property is strictly prohibited, and Tenant may be charged a fee for repairing or restoring. Management will seek arrest for any person responsible for graffiti, and any Tenant responsible for the offending household member and / or guest will be given the appropriate notice.
- (3) Serious and / or repeated violations by Tenant, and / or his / her household member(s) and / or guest(s) can result in Tenant's eviction with or without additional opportunities to cure depending on the nature and extent of violations.
- (4) No running, pushing, screaming, and other conduct or excessively loud noises which will unreasonably disturb others, or other conduct which may cause injury or property damage, is allowed in the recreational areas.
- (5) Radios, TVs, CD players and similar devices are not permitted in the recreational areas or clubhouse unless used with earphones so others are not unreasonably disturbed.
- (6) Alcoholic beverages may not be consumed in any recreational facility or other common areas, including the clubhouse and pool area. Non-alcoholic beverages in non-breakable containers may be consumed in the pool area and clubhouse. Persons under the influence of alcohol or drugs will be expelled immediately from the Park's common areas and facilities. The police or other appropriate authorities will be summoned if the offensive party or parties refuse to leave.
- (7) All disposable beverage containers, trash, and other debris must be properly disposed of in the trash containers provided. No glassware or breakable containers are allowed in the pool area. No food is permitted in the pool area.
- g. Horseshoe Pits, and Golf Driving Practice Range: The horseshoe pits are located adjacent to the golf driving range near the bridge. Please follow Park rules when using these areas and have respect for the quiet enjoyment of others in nearby areas.
- h. Swimming Pool: The swimming pool rules and hours are posted adjacent to the entrance gate of the swimming area. In addition, the following rules apply:
- (1) **No Lifeguard, Supervision**: There is no supervision or instruction by the management as to the use of the facilities. Tenant has full and exclusive responsibility and assumes all risks in connection with and which relate to the usage and supervision, instruction and guidance to the extent appropriate as to operation and use of all equipment therein.
- (2) **Tenant, All Users Proficient**: Tenant acknowledges and agrees it shall not use the improvement until fully satisfied that Tenant and all users with access to the improvement have such proficiency as to render the use of the improvement safe and reasonable.
- (3) **Inspection of Bodies of Water**: Tenant accepts and agrees to the terms of use and presence in and about any body of water ("BOW") in the community. This includes, pools, spas, springs, ponds, streams, lakes and rivers. Tenant will or has inspected the condition of the bows and equipment contained in all common areas and finds that properly used and enjoyed, the common area facilities are not defective, but operating reasonably and properly. Tenant acknowledges that properly or improperly used or abused, or allowed to be improperly used or abused by others, including by family members, invitees and guests, the common facilities may cause death, serious bodily injury, damage and other harms. Tenant acknowledges that management has no control over choice of the Tenant, family members, invitees and guests in use of common area facilities and services in proper, responsible, or reckless and a dangerous manner.

- Drownings and all other personal injury: Tenant is specifically advised of and assumes all such risks in light of United States Consumer Safety Products Commission ("CASC") statistics that the main hazard from hot tubs and spas is drowning. Since 1980, CASC has reported more than 700 deaths in spas and hot tubs. About one-third of those were drownings to children under age five. The improvement should not be used by any person alone and without another person, in the event of an emergency.

- Hair Entanglement: Since 1978, CASC has reports of 49 incidents (including 13 deaths) in which people's hair was sucked into the suction fitting of a spa, hot tub, or whirlpool, causing the victim's head to be held under water. Hair entanglement occurs when a bather's hair becomes entangled in a drain cover as the water and hair are drawn through the drain. In some incidents, children were playing a "hold your breath the longest" game, permitting their long hair to be sucked into the drain.

- Body-part Entrapment: CASC has reports of 18 incidents since 1980 in which parts of the body have been entrapped by the strong suction of the drain of pools, wading pools, spas, and hot tubs. Of these, 10 resulted in disembowelment and 5 other people died.

- Conduct Rules:

- (1) All guests MUST be accompanied by a Tenant.

- (2) Visiting children must be accompanied by a Tenant. NO exceptions. **Note:** Regulations for persons under 18 years of age are permissible in a mobilehome park for "older persons" (55+).

- (3) No running or horseplay in the pool area. The pool is for the enjoyment of all Tenants.

- (4) Be considerate for Tenants residing adjacent to the pool area. No boisterous or loud conduct.

- (5) Outside restrooms are provided for persons using pool (No clubhouse entry).

- (6) Alcohol Consumption is prohibited in the pool area

- (7) Electrocution: No electrical appliance is permitted in the vicinity of the pool area to reduce risk of shock and electrocution.

- (8) Other pool rules may be posted from time to time in the Pool area at management's discretion. Failure to abide by same may cause forfeiture of the use of the facility. It is understood, and posted, that there is no lifeguard on duty. Persons using the pool area do so at their own risk.

21. PETS.

- a. Tenants are allowed two (2) pets per space. Tenant must meet pet criteria to obtain written permission from Management to keep a house pet in this Park.

- b. Tenant must sign and comply with a Pet Agreement specifying the rules for keeping pets, which are hereby incorporated by reference as though set forth in full at this point as further rules and regulations.

- c. No pet of any guest of a Tenant is allowed in the Park. Pets are not allowed to run at large on mobilehome spaces or in the common areas or facilities of the park and must be confined on a leash to be held in hand while outside.

- d. Title 25 contains a regulation which requires that dogs be kept on a leash held in hand and under the control of the pet owner when outside the mobilehome. This rule and regulation, which implements a state regulation, may result in the termination of tenancy or may result in the issuance of restraining orders and injunctive relief for ongoing violations.

- e. Owners and handlers are responsible for keeping all premises clean from pet's activities.

- f. All pets and animals which may cause a substantial annoyance or injury or damage to anyone or anyone's property must be removed from Park on request of Owner, or, on approval of management, sequestered inside the mobilehome in a fashion safe and reasonable from the harm of others.

- g. If a Tenant loses a pet, a new Pet agreement must be signed before a replacement pet is allowed in the Park.

22. COMPLIANCE WITH LAWS. Tenant shall not violate any local, state, or federal law that governs mobilehome parks or mobilehome residency. Tenant shall immediately correct any deficiency noted in any Park or public agency health and safety inspection for which the Tenant is primarily responsible.

All Tenants, residents, and their guests shall fully comply with all the Rules and Regulations. All residents must keep themselves continuously informed as to the purpose of these Rules and Regulations in their present form or as they may be amended from time to time, and will have the responsibility of keeping their guests informed, as may be appropriate, on any occasion.

23. MOBILEHOME REGISTRATION: Tenant shall furnish to Park a copy of the registration of the mobilehome located on Tenant's space. Tenant shall furnish Park with a new copy of the registration if any changes occur in the legal or registered ownership. Additionally, the Tenants shall keep the registration of the mobilehome current at all times. In the event Tenant fails or refuses to provide a current copy of the registration, the park will obtain a copy from Department of Housing and Community Development and the Tenant will be liable to the Park for reimbursement of the expense incurred by obtaining the registration information.

24. COMMERCIAL ENTERPRISE OR SOLICITATION. No Tenant may engage in any type of commercial business that involves entry of others to the Park or use of the Park water, sewer, or mail service. No garage, patio, or rummage sales are permitted on the space without park approval, and no signs advertising such sales elsewhere are allowed. No commercial solicitation or religious prophesying / soliciting is permitted in the Park. Other solicitation may be permitted only with prior approval by management. No invitation to the general public into the park is permitted.

NOTE: Public Not Admitted: The park is private property not open nor available to incursion or entry by the general public.

25. PARK PERSONNEL. Tenants shall not request assistance from Park employees for personal reasons during their working hours, except in an emergency situation. Any Tenant hiring any Park employee hereby understands that the employee is not covered by insurance by Hideaway Lake Mobile Estates for private jobs that they might do for Tenants during their off time. HIDEAWAY LAKE MOBILE ESTATES IS NOT RESPONSIBLE FOR ANY WORK DONE BY PARK EMPLOYEES FOR TENANTS DURING THE PARK EMPLOYEES NON-WORKING HOURS. TENANTS ARE USING PARK EMPLOYEES DURING THEIR NON-WORKING HOURS AT THEIR OWN RISK.

26. TENANT COMPLAINTS. Tenant complaints regarding Park facilities and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Tenant.

Tenants should be aware that it is the responsibility of the Tenants of the Park to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. City or county authorities should be notified by Tenant when appropriate. Documentation of Tenant complaints regarding the conduct or activities of other tenants must include details such as 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. The complaint must be typewritten otherwise written to be legible, and any such complaints must be signed and dated by the submitting Tenant. These complaints will be retained for a reasonable time and shall be offered in the event of a termination of tenancy. Should the situation require management assistance, all submitted complaints may be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or delivered to the manager in the Park office.

27. TENANT CONDUCT. It is the intent of the Park to provide you with a pleasant living environment. Because this environment depends on the conduct of all residents, you must, as a resident, consciously conduct your personal affairs so as to help create an atmosphere of peace, contentment and goodwill. It is our sincere desire that you be entitled to the quiet enjoyment of the premises; however, in doing so, you may not annoy, harass, threaten, endanger or inconvenience any other resident or Lilac Enterprises, Inc/ HideAway Lake Mobile Estates personnel nor commit any act that might disturb the quiet enjoyment of any other resident.

a. The Park's "Quiet Hours" are between the hours of 10:00 p.m. and 7:00 a.m. During "Quiet Hours" it is prohibited from engaging in loud talking or other noise or using audio and visual equipment, musical instruments and other devices so as to disturb other residents in the Park.

b. Tenant will at all times be responsible for the conduct of yourself, family members, your invitees, guests, licensees, and agents while they are on or about the premises (space and common areas), including facilities, common area or buildings in which the same may be situated. Persons under the influence of alcohol or any other substance which come to the attention of the management, shall not be permitted in any area of the Park which is generally open to Residents and guests.

28. FREE DISPUTE RESOLUTION: We agree to arbitration legal disputes under Civil Code §798.25.5 which authorizes mutually agreeable ways to resolve legal disputes without the courts, jury trials, attorneys, and the inconveniences and frustrations of the court system. Arbitration is at *no cost to Tenant*, and specifies a convenient process to quickly and privately resolve disputes FAST without the inconvenient and very inconvenient county courthouse. FAST and FAIR. A retired judge can decide the case, in his or her office and at our convenience. We agree to quick, free and private dispute resolution as follows:

a. A dispute, claim or controversy arising out of or relating to tenancy or the breach, termination, enforcement, or meaning of the lease or other residency promise or duty, including the applicability of this arbitration Agreement, shall be deemed a "covered dispute" (with exceptions set forth below) individually and privately decided by arbitration, in a location within 75 miles from the park, by a retired California judge as arbitrator. Lessor will advance all arbitration costs. Tenant may retain an attorney at Tenant's cost.

b. The arbitration of a covered dispute shall be administered by JAMS or other dispute resolution organization per JAMS' Streamlined Arbitration Rules and Procedures, available here:

<https://www.jamsadr.com/rules-streamlined-arbitration/>

c. A copy of the rules is in the office and available on request. To begin arbitration, the party complaining will write to JAMS with a plain simple statement of the dispute. JAMS will set up a file, Lessor will pay costs, JAMS will administer the dispute (including arbitrator selection process, pre-meeting procedures and discovery (investigation), hearings as needed, and an award), all within 120 days after arbitrator selected. Judgment on the award may be entered in any court with jurisdiction. Appeal through JAMS' appeal process allowed, at appellant's expense.

d. This clause shall not preclude parties from seeking provisional remedies (like injunctions) in aid of arbitration from a court of appropriate jurisdiction. If any party refuses to arbitrate, a court petition may be filed for an order compelling arbitration. Arbitration does not apply to unlawful, forcible detainer or small claims court actions (and any case in which damages sought are \$5,000.00 or less).

e. Arbitration applies to covered disputes: all claims of violation(s) of rights arising from tenancy, including but not limited to: duty to maintain the mobilehome park, the Mobilehome Residency Law, fair housing violations under federal, state or local law, Mobilehome Parks Act, rights under the Business and Professions Code (such as unfair business practices), Government Code (discrimination and fair housing laws) or other state law. All remedies available at law apply.

f. **Class Action Waiver:** Tenant waives proceeding by class action for resolution of a dispute. Lessor, Tenant and all household members shall proceed with individual claims and shall not join, combine or consolidate with any other person(s) such as neighbors, Tenants, residents, or classes of persons in arbitration who assert the same or similar covered claims. There is no class action in arbitration. All parties waive and release all rights to join, proceed or participate in a class action in arbitration. All parties shall have covered disputes resolved individually and privately, not as part of a class action. Tenant waives and releases the right to join, participate in or to represent a class or sub-class of tenants, prospective Tenants, Tenants, family members or others with any dispute against the Lessor, or its employees, agents or representatives arising out of occupation, possession, leasing or visiting the Park.

g. I have read and understand the foregoing page. This is a binding Agreement. You should seek the advice of a California licensed attorney. I understand this Agreement is optional, and not required as a condition of tenancy. If I speak in any foreign language, I will be responsible to have an interpretation in my spoken language.

h. Appeal is a right which may be sought by either side at its own expense. Any party may file an appeal after an award has become final, and then within business 14 days of the date of the award. The Appeal Panel will consist of three neutral members, unless the Parties agree that there will be one neutral member. The case manager will recommend a panel of 3 and will make any disclosures that are mandated by applicable law regarding the candidates for the panel. If the parties do not agree on the composition of the panel within 7 calendar days of having received the recommendation for the panel, the case manager will appoint a panel.

i. The Procedure for filing and arguing an Appeal is as per the procedure used by JAMS, as per its "Arbitration Appeal Procedure" Effective June 2003. It is available here:

<https://www.jamsadr.com/appeal/>

A copy is maintained in the park office and is available at any time.

Arbitration under this paragraph is VOLUNTARY. Tenant may opt out by signing in the space which follows this paragraph.

(this space intentionally blank)

29. CLEAN UP AND SAFETY: All Tenants and residents of Park, and their guests, have a responsibility to report to Management any unsightly or unsafe condition within their observation. Each also has the responsibility to keep the Park premises free from any such condition due to their own use of the premises or the facilities, whether at their own sites or anywhere else on the premises. Tenants must cooperate with management in any form of fire protection or education program prescribed to maintain the safe condition of the park and the physical well-being of all its occupants.

30. LOSS DUE TO FIRE, THEFT OR ACCIDENT: Management is not responsible for loss due to fire, theft or accident.

a. Core Tenancy Functions: Owner is not liable for and is hereby released from any loss, damage, or injury of any kind to the person or property of any Tenant or Resident or any of the employees, guests, invitees, permittees, or licensees of any Tenant, or of any other person caused by any use of the space, or by any defect in the space improvements, or arising from any other cause in or about the space inclusive of all essential or core tenancy duties, unless resulting from Owner's negligence or willful misconduct.

B. Non-Core Tenancy Functions: Owner is not liable for, and is hereby released by Tenant, Resident, family members, other Tenants and guests, and agents, invitees, employees, or servants of Tenant from, any bodily or personal injury, damage to property or legal damages, or other loss to person or property caused by facilities, amenities, physical improvements, conditions or defects therein, or resulting from the acts or omissions of Owner, Management or other persons, while therein or thereon. Tenant agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Tenant's use or occupation of the space or caused by any pet kept on the space, or from any activity, work being done, permitted or suffered by Tenant in or about the space. Further, Owner shall not be liable for personal injury or damage or loss of personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, or other causes whatsoever. Tenant agrees to indemnify and hold Owner harmless from all loss suffered by Tenant or other persons in any of the aforesaid circumstances. The foregoing release means that Tenant shall proceed at its peril in common areas, facilities, and amenities which are not part of the duty of habitability of the space, including the roadway providing ingress and egress to the Park.

C. This paragraph shall be construed as a release to the fullest extent of the law in accordance with *Lewis Operating Corp. vs. Superior Court of Riverside County*, 200 Cal.App.4th 940, 132 Cal.Rptr.3d 849, Cal.App. 4 Dist. (2011).

31. WILD LIFE: Feeding wildlife is prohibited. It is essential to the health and well being of wild animals that they are not fed by humans. Bird feeders are acceptable as long as they are carefully maintained.

The above rules and regulations and all separate rules and regulations whether published or posted in Park facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

32. WAIVER FOR TENANT AND RESIDENT NEGLIGENCE:

Tenant hereby waives and releases all claims against Management for personal and bodily injuries, damages to property, including but not limited to furniture, equipment, records, goods, wares, or merchandise, or other property, on or about your mobilehome or space, from any cause arising at any time, excluding our active negligence or willful misconduct. You hereby agree to indemnify and hold Management harmless from and on account of any damage or loss or injury to any person, or to any property, including but not limited to furniture, equipment, records, goods, wares, or merchandise, or other property of any person arising from your use of the Park or arising from your failure to keep your mobilehome and space in reasonable condition, or arising from your negligence or the negligence of your family or guests. Management shall not be liable to you for any damage, injury, or loss arising from any act or conduct of any other Tenant or their family or guests, or by any owner or occupant adjoining contiguous, or other mobilehomes or property. You agree to pay for all damage, loss, or injury to park employees or our property, together with all damage, loss, injury to property or persons of other Tenants, together with their guests and families, and to tender defense in relation thereto, as caused by you or your family, or your guests.

33. NO WAIVER FOR DELAY IN ENFORCEMENT OR ACCEPTANCE OF RENT:

A. If Tenant fails to meet any obligation or duty under this Agreement, a delay or omission in exercising any right or remedy Management may have because of the default will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by Management of the right to enforce any provision of these Rules and Regulations and the rental agreement after any default on Tenant's part will be effective unless it is made in writing and signed by Management, nor will it be considered a waiver of any rights to enforce each and every provision of this Agreement upon any further or other default by Tenant. The manager has no authority to waive any Rule or Regulation, make any exception to a Rule or Regulation, or agree to any modification, deletion, or alteration in any residency document without written prior authority of the Owner.

B. Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application, or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations or any rule, substantial annoyance, or other grounds for the termination of tenancy specified under the Mobilehome Residency Law, or other rights. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code § 798.57 shall not waive, affect, or prejudice the notice. Nor shall routine service of other notices, Management communications, or other actions or omissions of the Management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a Tenant for tenancy, or otherwise affect the rights of Management. Possession of rent by the Resident Manager shall not be acceptance until actually approved by the park Owner. Accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park Owner.

C. No waiver by us of our right to enforce any provision hereof, after your default, shall be deemed a waiver or estoppel of our right to enforce same upon any further default on your part. The acceptance of rent hereunder shall not be nor shall be construed to be a waiver or estoppel of any breach, of any term, covenant, rule, or condition of your rental agreement, of these Rules, nor shall it reinstate, continue, or extend the term of your rental agreement or affect any notice, demand, or suit thereunder.

D. Owner may delay or defer enforcement or exercise of any right set forth in this agreement, and exercise or enforce such right at any future time, and do so retroactive to the date such right could have been exercised or enforced, and no such delay, deferral, or forbearance shall be a waiver, release, or estoppel against such enforcement or exercise. Accordingly, Management may exercise any right under the terms of the rental agreement or lease, or these Rules and Regulations, as amended or modified, or any other right of the Management under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent, in enforcing any such right shall not be construed as a waiver, release, or acquittal, accord, and satisfaction, settlement in whole or part, shall not constitute an estoppel, or laches, and shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter.

34. ENTRY UPON SPACE.

As long as management does not unreasonably interfere with possession of the Space, Owner, or Management may enter onto the Space for any legitimate purpose, including but not limited to inspection, reading of meters, delivery of notices, maintenance, addition, or deletion of utilities, to gain access to common areas or other spaces or improvements, to add, modify, or delete improvements, in the event of emergency or other exigent circumstances, at the invitation of the Tenant, in the event of abandonment, or to maintain the premises as provided by the MRL. "Entry" onto the space at reasonable times and manner may include transient noise such as leaf blowers, machines, chain saws, or dust and debris being cleaned up, which shall not be deemed an actionable trespass, unreasonable interference with the quiet enjoyment of the Space, or other type of wrong.

35. ZONING / USE PERMIT:

The zoning under which the Park operates is PARK ID 37-0361. The use permit under which the Park operates is DEH2002-LMHP-370152 and is subject to a renewal or expiration date of: 12/31/current year.

36. CONTRACTORS, LIENS, CLAIMS, AND CLOUDS ON TITLE:

a. Contractors and Liens and Claims: All contractors must be experienced in the work to be done and approved in advance by Park. Only licensed contractors that are fully insured are permitted to do any work in the Park. General Liability insurance in the minimum amount of \$1 million is required of each contractor. If the contractor does not have such insurance, you may obtain it for him.

Management's approval of a contractor is solely for the purpose of protecting Management and is not an endorsement or warranty to you that the contractor will perform as required. Instead, you are responsible for selecting contractors who will perform to these specifications and your other requirements. If the contractor fails to do so, management will have no responsibility to you.

b. No Liens Filed; Clouds on Title: Tenant shall not allow any lien, claim, or demand arising from any work of construction, repair, restoration, maintenance, or removal done to or regarding the mobilehome or space, to be enforced against Owner, and Tenant will pay all liens, claims, and demands before any action is brought to enforce them. Tenant agrees to hold Owner free and harmless from all liability for any and all such liens, claims, or demands, together with all costs and expenses, including but not limited to, attorneys' fees and court costs incurred by Owner in connection with them. If any such lien, claim, or demand is made, Owner may require Tenant to discharge same within thirty (30) days by payment, deposit, or bond. If Tenant fails to do so, then, in addition to any other rights or remedies Owner may have, Owner may, but is not obligated to, procure the discharge of the lien, claim, or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Owner pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' fees and costs in defending any such action or procuring the discharge of the lien, claim, or demand, shall be payable by Tenant as additional rent on the first of the calendar month, together with rent after written notice to Tenant where allowed by the lease or rental agreement.

37. PARK PERSONNEL.

a. Owner shall be represented by Resident Managers who are vested with legal right and authority to enforce the Rules and Regulations on behalf of Owner. The Resident Manager has no authority to enter into any verbal or written agreement, waiver, or other understanding, or to make exception, or approve any arrangement inconsistent with the Rules and Regulations and rental agreement.

b. The Resident Managers may not give advance written consent where called for by the rental agreement or the Rules and Regulations. Please do not request the managers to make promises or seek special favors they cannot offer or accept. Park employees are prohibited from receiving any notices, mail, service of process, gratuities, deliveries, or packages (in particular mail or parcel post) or other property from anyone for safekeeping whatever, storage, or any purpose on behalf of any Tenant or guest. Resident managers shall do no work in or around your mobilehome on the premises except as needed to fulfill Management duties. In the event that Tenant seeks to have such work done or services performed (beyond the scope of management duties), Tenant should seek independent contractors and management is released from all responsibility and liability therefor. Management does not refer, recommend, or require any specific contractor for such work. Choice of a legally qualified contractor is at the sole discretion of the Tenant. Accordingly, Tenant releases the park Owner, agents, employees, and representatives for any defects, faults, or failures, with respect to any work or services provided by Resident Managers as to Tenant's mobilehome, accessory structures, equipment, appliances, or landscaping. This release includes all actions, disputes, controversies, claims, demands, injuries, and property damage which relate to such work or services.

c. The managers have no authority to represent or give opinions about mobilehome values, quality, utility, condition, or merchantability; please consult your dealer or broker. Tenant is entitled to disclosure statements from the seller or seller's agent as to all known defects and conditions affecting the buyer's decision to purchase a mobilehome. Mobilehome inspection warranties are strongly recommended. Telephone numbers for the managers (when not in the office) are posted.

d. Resident managers are not authorized to consent or agree to, nor acquiesce in exceptions, special arrangements, or to waive compliance with the rental agreement or Rules and Regulations.

38. POWER SURGE PROTECTION: INTERMITTENT POWER INTERRUPTIONS ARE FOLLOWED BY RESTORATION OF ELECTRICITY WHICH MAY CAUSE SURGES IN ELECTRICAL POWER. POWER SURGES OFTEN AFFECT UNPROTECTED CONSUMER HOUSEHOLD APPLIANCES SUCH AS ELECTRONIC EQUIPMENT (COMPUTERS, STEREOS, RADIOS, ETC.).

a. OWNER IS NOT RESPONSIBLE FOR THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES WHICH ARE CAUSED BY THE SERVING PUBLIC UTILITY. TENANT AGREES THAT OWNER IS FULLY AND UNCONDITIONALLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY WHICH ARISES AS A RESULT OF THE ACTS AND OMISSION OF THE SERVING PUBLIC UTILITY.

b. IT IS THE RESPONSIBILITY OF TENANT, EXCLUSIVELY, TO EXERCISE PRUDENT CARE FOR PROPERTY WHICH MAY BE AFFECTED BY DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL

SERVICE TO THE PREMISES. ACCORDINGLY, TENANT HAS THE RESPONSIBILITY TO TAKE THE FOLLOWING PRECAUTIONS:

c. **Surge Protectors:** Tenant has the responsibility, always, TO USE SURGE PROTECTORS FOR THE PROTECTION OF TENANT'S PROPERTY, especially for computer equipment, stereo equipment, radios, and other electrical appliances, devices, and products which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service. Unplug heat-producing items such as irons or portable heaters to prevent a fire when power is restored.

(1) In the event of an outage, do not use candles for lighting during an outage, since they create a fire hazard. Use flashlights or battery-powered lanterns instead.

(2) Check the neighborhood to see if others have their power. If they do, the problem may be a "tripped" circuit breaker.

(3) IT IS RECOMMENDED THAT TENANT OBTAIN A TENANT'S INSURANCE POLICY TO COVER DAMAGE, LOSS, AND LIABILITY ASSOCIATED WITH THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES AND OTHER RISKS.

39. LOT LINES AND LOT LINE MARKERS:

a. The space is subject to change in size so long as minimum set backs required by Title 25 are maintained. There are no vested rights to a specified lot size, except from time to time, as designated by lot line markers which tenant shall maintain at all times in accordance with title 25 requirements. The foregoing defines the enforceable expectations of use, occupation, and enjoyment to which Tenant is entitled. The lot line markers and lot lines in the Park are for the purpose of establishing the separation and set-backs for installation of mobilehomes, accessory structures, and equipment, utilities and appliances as defined by applicable codes and standards, and for no other purpose. Therefore, tenant may not rely on the lot line markers to define the area of use and enjoyment to be expected. Owner reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law.

b. If Tenant or any prior Tenant of the space or any adjoining space has installed landscaping or other improvements that have been discovered to encroach across a lot line over a course of time of previously-established consistent usage, then Tenants of any adjoining spaces agree to continue to allow the use of the area encroached upon as was expected before such discovery. This use of the encroached-upon area will not, however, affect the location of the lot line markers. Tenant shall maintain the lot line markers as they currently exist. Tenant agrees to indemnify and hold harmless Owner and Owner's agents, employees, representatives, assigns, and successors, against any loss, cost, damage, expense (including attorneys' fees), or other liability incurred or imposed by reason of any person, association, firm, or corporation claiming to have an interest in the event that the lot line markers are lost, moved, or destroyed.

c. The Space is subject to all easements, encroachments, and limitations on use and occupancy of record and as exist in fact. The space may or does contain underground easements, rights of way, utilities, or other encumbrances which may limit the maximum size of any mobilehome, accessory structure, or equipment which may be installed on the space otherwise defined by the lot lines. In some locations in the park, potentially including the space, there are or may be underground utility lines, some of which may exist beneath the mobilehome. No action has been required of the Management respecting relocation or re-routing of utility lines by local enforcement agencies; pending clarification of any and all regulatory responsibilities or further actions of the Management which may be required in the future, the potential extent of which are unknown.

d. Where a lot line dispute arises, and there is an award, judgment or order reducing lot size to a prevailing plaintiff, it is agreed that rent shall be reduced by a fraction, the numerator of which is the total square footage Tenant contends is lost by a change in lot line markers or lot size, and the denominator of which is the total lot area including the square footage Tenant contends is taken away, beginning from the date of notice of claim. In such cases, no other claim shall lie against Owner for lot line alterations or satisfaction of such legal requirements or business necessities. In the event of a dispute over compensation for any lot line dispute, the matter will be subject to mediation and expedited arbitration.

e. The space is demised and let unto Tenant, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. Please review the Rental Agreement Disclosure statement. There may be rights of way, utilities, or other encumbrances which may limit the maximum size of any replacement mobilehome, accessory structure, or equipment.

40. IMPROVEMENTS AND ALTERATIONS. Tenant agrees not to make any alterations, improvements, additions, or utility installations to, on, or about the Space or mobilehome, or to install, remove, or change any existing improvements, or modify the drainage or landscaping, or make any contract for such work without Owner's prior written consent and approval. In giving or withholding Owner's consent to any such work, Owner may, at his option, take into account and base his agreement or refusal of consent entirely upon aesthetic considerations and the compatibility of such changes to the Park. If Tenant fails to obtain Owner's prior written consent and approval, all such alterations, improvements, additions, or utility installations shall be promptly removed Tenant, at Tenant's own expense, upon Owner's request.

a. Under no circumstances may Lessee add any of the following things to the mobilehome, accessory structures or Space: solar panels, burglar bars.

b. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances and all appliances, equipment and structures must comply with all federal, state and local laws and ordinances. Advance written consent of Lessor is required prior to obtaining all necessary agency permits and HCD approvals is required. A listing of work requiring a permit in accordance with Title 25 is attached as Exhibit "1." Before doing so, Lessee is required to submit a request in writing for the work and to give notice of the contractor, as follows:

REQUEST FOR WORK

Tenant _____ Space _____ Date _____
Description of Work _____
Dates of Work _____
Contractor Name _____ License No. _____
Address _____
Permit Required _____ Exempt _____
I request approval of the management for the work described above.
Tenant signature _____

41. CIVIL CODE NOTICE REGARDING SEX OFFENDERS. "Pursuant to §290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the Park of residence and ZIP Code in which he or she resides."

42. EXECUTION AND ACKNOWLEDGMENT. Please carefully read and confirm the following acknowledgments: YOU AND THE OTHER OCCUPANTS HAVE READ THESE RULES AND REGULATIONS AND ALL DOCUMENTS IT REFERS TO AND HAD THE OPPORTUNITY TO DISCUSS WITH AN ATTORNEY AND ANY OTHER ADVISOR YOU MIGHT CHOOSE TO SELECT.

IMPORTANT! Tenants are cautioned to control the behavior of their guests and co-lessees. Lessee is responsible for the conduct of all guests and co-lessees at the space. You agree to acquaint all Lessees, guests and invitees with those parts of these Rules and Regulations which are applicable to their conduct.

I / WE HAVE READ AND UNDERSTAND AND VOLUNTARILY AGREE TO ALL OF THE PROVISIONS OF THESE RULES AND REGULATIONS, WHICH CONSIST OF THESE RULES AND THE OTHER DOCUMENTS REFERRED TO IN IT. THESE RULES AND REGULATIONS MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. TENANT(S) FURTHER ACKNOWLEDGE(S) HAVING RECEIVED A COPY OF HIDEAWAY LAKE MOBILE ESTATES RULES AND REGULATIONS EFFECTIVE FEBRUARY 2022.

Dated: _____, 202__

Tenant Signature

Printed Name

Dated: _____, 202__

Tenant Signature

Printed Name

Names of all occupants at Space: _____

APPROVED AND AGREED:

Dated: _____, 202__

Authorized Agent for the Management

EXHIBIT "1"**FAIR HOUSING POLICY
EQUAL HOUSING OPPORTUNITY**

We do business in accordance with state and federal fair housing laws. It is illegal to discriminate because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, military status, medical condition, genetic information, citizenship, primary language, and immigration status, or for arbitrary reasons.

Discriminatory acts of management, residents, or others may be reported to Owner's agents, the Department of Fair Employment and Housing or the United States Department of Housing and Urban Development. Management will not at any time unlawfully administer, enforce, or express any preference with respect to existing or prospective residents, or guests, based on any protected class status as defined under such laws. No such unlawful activity by other persons is permitted; any unlawful discrimination known or reasonably suspected may be reported to appropriate government authorities for prosecution.

NOTE: Private Residential Use: The Park is intended for private use of Tenants and invited guests. The Park is a private residential facility for use by Tenants and their families; the community is not open to the general public. The general public is not permitted into the Park.

ELECTRICAL	
Alteration Type	Permit
Air Conditioning	
Install (Add) – Air Conditioning	Yes
Replace – Air Conditioning	Yes
Appliance	
Install (Add) – “Built-in” Electrical Appliance	Yes
Replace – “Built-in” Electrical Appliance	Yes
Ceiling Fan	
Install (Add) – Ceiling Fan	Yes
Receptacle/Switch	
Replace – Receptacle/Switch	No
Misc.	
Change – Electrical System (Upgrade/Downgrade)	Yes
Install (Add) – Dedicated Branch Circuit	Yes
Install (Add)/Replace – Electrical Panel	Yes
Install (Add)/Replace – Electrical Circuit	Yes
Install – Meter Base	Yes
Replace – Circuit Breaker or Fuse	No
Transition – Branch Circuits from aluminum to copper	Yes

MECHANICAL	
Alteration Type	Permit
Air Conditioning / Evaporative Cooler	
Install – Air Conditioning (New or Replacement)	Yes
Install – Evaporative Cooler	Yes
Furnace / Heater / Heat Pump / Stove	
Replace – Furnace (No system changes)	Yes
Replace – Furnace (Any changes or outside MH)	Yes
Replace or Install – Heater (Freestanding Gas or Oil Burning)	Yes
Replace or Install – Heat Pump	Yes
Replace or Install – Wood or Pellet Burning Stove	Yes
Gas Line	
Install/Add to Length/or Modify – Gas Line	Yes
Range, Oven, or Cooktop (Gas)	
Replace – Built-in oven, range, cooktop, or freestanding range.	Yes
Range Hood	
Replace – Range Hood	*No
Replace – Range Hood	*Yes
Water Heater	
Replace or Install – Water Heater (Gas or electric)	Yes

Alteration Type	Permit
Drain, Waste and Vent	
Install/Modify – Drain, Waste and Vent (DWV) or Water System	*Yes
Repair/Replace – DWV Tailpiece or Trap	No
Replace – Kitchen Sink, Lavatory, or Toilet	*No
Replace – Mechanical Auto Vent	No

EXHIBIT “A” PAGE 1

***Range Hoods:** A permit is not required if the new range hood is the same size and location, including the venting.
 A permit is required if it would be a different size or in a different location, including a microwave.
 HCD information is attached as Exhibit “A” page 3.

PLUMBING	
Alteration Type	Permit
Garbage Disposal	
Install (Add) – Garbage Disposal	Yes
Replace – Garbage Disposal	No
Washing Machine	
Install/Replace – Washing Machine	*No
Misc.	
Gas Lines	
Water Heater	

Alteration Type	Permit
Chassis / Frame	
Repair – Chassis/Frame	Yes
Doors (Exterior)	
Replace – Door(s) with same size and type*	*Yes/No
Floors	
Repair – Decking	*Yes
Repair – Joist	Yes
Replace – Joist	Yes
Roof	
*California Roof	Yes
Built-Up or Overlay	Yes
Insulated Roof System*	*Yes
Re-Roof* (Existing roof covering removed)	*Yes
Repair – Rafter or Truss	Yes
Repair/Replace – Sheathing	Yes
Replace – Truss	Yes

STRUCTURAL	
Alteration Type	Permit
Walls	
Modify/Remove – Bearing Wall	Yes
Modify/Remove – Non-bearing Wall(s)	Yes
Wall Covering – Exterior	Yes
Wall Covering – Interior	Yes
Sidewall or Endwall Opening (New or enlarged)	Yes
Windows	
Replace – Windows (Same size/type)	Yes/No

Alteration Type	Permit
Structure Attachment	
Attach – Awning (Wood), Garage, or Porch	Yes

EXHIBIT “A” PAGE 2

MANUFACTURED HOME ALTERATIONS AND PERMIT GUIDELINES

HCD MH1604 (Rev. 08/20)

HCD MH 604 (Rev. 08/20)

MECHANICAL				
Alteration Type	Permit	Plan Review	Engineered Plans	Comments
Air Conditioning / Evaporative Cooler				
Install – Air Conditioning (<i>New or Replacement</i>)	Yes	No	No	Refer also to ELECTRICAL classification.
Install – Evaporative Cooler	Yes	No	No	
Furnace / Heater / Heat Pump / Stove				
Replace – Furnace (<i>No system changes</i>)	Yes	No	No	
Replace – Furnace (<i>Any changes or outside MH</i>)	Yes	Yes	No	
Replace or Install – Heater (<i>Freestanding Gas or Oil Burning</i>)	Yes	No	No	
Replace or Install – Heat Pump	Yes	No	No	
Replace or Install – Wood or Pellet Burning Stove	Yes	No	No	
Gas Line				
Install/Add to Length/Modify – Gas Line	Yes	Yes	No	
Range, Oven, or Cooktop (Gas)				
Replace – Built-in oven, range, cooktop, or freestanding range.	Yes	No	No	Same size, location, and BTU rating with no gas line changes.
Range Hood				
Replace – Range Hood	*No	No	No	*Same size and location including venting.
Replace – Range Hood	*Yes	No	No	*Different size or location including microwave.

EXHIBIT “A” PAGE 3



(Each person desiring residency must complete a separate application.)

Hideaway Lake MHE

December 1, 2010

Personal

Name of Person Making Application: _____

Phone Number: _____

Date (of application): _____

Present Address: _____

City

State

Zip

Social Security Number: _____ Driver's License Number: _____

Name(s) of Other Person(s) Who Will Be Occupying Homesite: _____

Relationship(s): _____

Social Security Number(s): _____

Driver's License Number(s): _____

Previous Residency

Present Landlord or Mortgage Co.: _____ Yrs: _____

Address: _____ Phone: _____

City

State

Zip

Monthly Rent or Mortgage Payment: _____

Prior Landlord or Mortgage Co.: _____ Yrs: _____

Address: _____ Phone: _____

City

State

Zip

Monthly Rent or Mortgage Payment: _____

Have you ever been asked to terminate
your residency elsewhere or have you ever been evicted? [] Yes [] No

If yes, please explain: _____

Have you ever lived in a mobilehome park before? [] Yes [] No

If yes, please explain: _____

Address: _____

Dates of Residency: _____

Amount of Last Rent: _____

**Vehicles**

Number of Automobile(s): _____ Boat(s): _____ Other: _____

We must have complete description of all vehicles:

Make: _____ Model: _____ Year: _____ License No.: _____ State: _____

Financed By: _____ Address: _____ Phone: _____

Make: _____ Model: _____ Year: _____ License No.: _____ State: _____

Financed By: _____ Address: _____ Phone: _____

Make: _____ Model: _____ Year: _____ License No.: _____ State: _____

Financed By: _____ Address: _____ Phone: _____

Employment

Employer: _____ Phone: _____

Address: _____ City: _____ State/Zip: _____

Position: _____ Gross Monthly Salary: \$ _____

Immediate Supervisor: _____ Length of Employment: Yrs. _____ Mos. _____

If not employed, please provide source and amount of means of financial support:

Financial

Name of Bank: _____ City: _____ Acct. No.: _____

☐ Checking ☐ Savings ☐ Loan

Name of Bank: _____ City: _____ Acct. No.: _____

☐ Checking ☐ Savings ☐ Loan

Credit Card: _____ Acct. No.: _____ How Long: _____

Credit Card: _____ Acct. No.: _____ How Long: _____

Credit Card: _____ Acct. No.: _____ How Long: _____

Net Worth (from Net Worth Statement, page 4):

References**Business:**

Name: _____ City: _____ Phone: _____

Name: _____ City: _____ Phone: _____

Personal:

Name: _____ City: _____ Phone: _____

Name: _____ City: _____ Phone: _____

**Emergency**

Person(s) to notify in case of an emergency (other than co-resident):

Name: _____ Relationship: _____

Address: _____ City: _____

State/Zip: _____ Phone: _____

Pets

If you have dogs and/or cats, please provide the following information:

Name	Age	Type	Color/Description	Height	Weight
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Home or Recreational Vehicle to Occupy Homesite

Make/Model: _____ Net Size: Length: _____ Width: _____ Height: _____

Year: _____ Breaker Size: _____ amps. License or Decal No.: _____

Serial No.: _____ Value: _____

Financed By : _____

Current Location: _____

Legal Owner Name/Address: _____

Registered Owner Name/Address: _____

Junior Leinholder Name/Address (if any): _____

The following paragraph should be completed by management and initialed by the prospective resident in the event the park has established minimum age requirements. If there are no age requirements for occupancy, the paragraph should be crossed out.

The undersigned understands and acknowledges that this Park is a "housing for older persons" park with a minimum age requirement of 55 years of age or older for at least one resident and a minimum age requirement of 45 years of age or older for all other residents. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirement.

The undersigned requests the management to check the above credit references and representations. The undersigned acknowledges that in the event a rental agreement is executed by both the management and the undersigned, it is subject to approval by the management of the undersigned's mobilehome or recreational vehicle as provided in the Rental Agreement.

The undersigned represents and warrants that the above information is true and correct and has been made for the purpose of informing the management of the park. The management has permission to verify any and all information offered on this application. In the event of any misrepresentation by applicant, management will have grounds to cancel any agreement entered in reliance upon the misrepresentation.



The undersigned understands that in the event that any of the above information cannot be verified by the management of the Park, the management of the Park has the right to deny the application. The undersigned further understands that Prospective Resident(s) shall have no rights of tenancy until a Rental Agreement has been signed by the Park management and the prospective resident(s).

Dated: _____ Signed: _____
(Applicant)

NET WORTH STATEMENT

ASSETS		IN DOLLARS (Omit Cents)	LIABILITIES	AMOUNT (Omit Cents)
CASH	Bank Office Name & No.		NOTES PAYABLE TO BANKS	Bank Office Name & No.
STOCKS AND BONDS			OTHER NOTES & ACCOUNTS PAYABLE	Mobilehome Loans Sales Contracts Loans of Life Ins. Policies
NOTES RECEIVABLE (COLLECTIBLE)	Relatives & Friends Trust Deeds & Mortgages Other		TAXES PAYABLE	Current Yr's Income Taxes Unpaid Prior Yr's Income Taxes Unpaid Property Taxes Unpaid
REAL ESTATE	Improved Unimproved Leasehold Interest Owned		OTHER LIABILITIES	Unpaid Interest Credit Cards Total Liabilities
LIFE INSURANCE	Cash Surrender Value		NET WORTH CALCULATION	TOTAL ASSETS
OTHER PERSONAL PROPERTY	Vehicles Other			TOTAL LIABILITIES
	TOTAL ASSETS			NET WORTH



REQUEST AUTHORIZATION FORM

TenantReports.com
INSTANT TENANT SCREENING SERVICES

For quickest results: Order & View Requests Online 24/7/365 @ TenantReports.com
Toll Free Phone Support 855-244-2400 / Fax: 855-244-2401
M-F 9am to 9pm EST & Sat 11am to 5pm
Email support at: info@TenantReports.com

Applicant Information and Signature Release

PRINT CLEARLY - *All fields are REQUIRED

(Note: Tenant requests are per applicant and not filed jointly per bureau compliance)

*Applicant Full Name: _____
First Middle Last

*SSN#: _____ *DOB: ____/____/____

*Address: _____ APT # _____

*City: _____ *State: _____ *Zip: _____

Former Address (if NOT at present address for 2 years):

*Address: _____ *APT # _____

*City: _____ *State: _____ *Zip: _____

*Monthly Income: _____

*Proposed Monthly Rent: _____

Driver's License # (if requesting Driver's License History Report):

I authorize the named below to obtain a credit report, criminal report, and or eviction check, on me, through **TenantReports.com** for tenant screening purposes.

*Applicant Signature: _____ Date: ____/____/20____

To Be Completed By **TenantReports.com**

Client (Requestor) **ONLY**:

*Client ID # 014-055

*Requested by _____

*Phone # (760) 749-1146
First Last

*Reply Fax .. _____

Property Mgmt Deluxe Pkg ☒

*Required Fields

Please "X" Requested Service(s) ☒:

Statewide Bundle..... ☐

Nationwide Bundle..... ☐

Background Bundle (No Credit Data)..... ☐

All Bundles include: Eviction record, criminal record, 50 state sex offender search, SSN# verification and address history. TransUnion credit report w/score or Tenant Score Card also included (except Background Bundle). Call for credit report details- viewing/printing detailed reports available with approved onsite office inspection.

Credit Reports w/score

TransUnion Credit Report..... ☐

Experian Credit Report..... ☐

Equifax Credit Report..... ☐

*Tenant Score Card..... ☐

*Pass/Fail Based on credit report findings and risk threshold established in Tenant Score Card set-up

Pre-Employment Credit Report..... ☐

Canadian Report..... ☐

Business Credit Report..... ☐

(EIN#) _____

Criminal Background

Statewide Criminal Check..... ☐

Nationwide Criminal Check..... ☐

County Criminal Check..... ☐

(Specify County) _____

Global Criminal Check..... ☐

Federal Criminal Record..... ☐

(Specify Jurisdiction) _____

Eviction Reports

Statewide Eviction..... ☐

Nationwide Eviction..... ☐

Other Checks

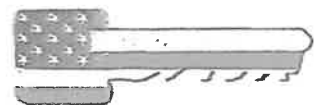
SSN# Verification..... ☐

Prev. Landlord Verification..... ☐

Employment Verification..... ☐

Driver's License History..... ☐

PeopleFinder Service..... ☐



REQUEST AUTHORIZATION FORM

TenantReports.com
INSTANT TENANT SCREENING SERVICES

For quickest results: Order & View Requests Online 24/7/365 @ TenantReports.com
Toll Free Phone Support 855-244-2400 / Fax: 855-244-2401
M-F 9am to 9pm EST & Sat 11am to 5pm
Email support at: info@TenantReports.com

Applicant Information and Signature Release

PRINT CLEARLY - *All fields are **REQUIRED**

(Note: Tenant requests are per applicant and not filed jointly per bureau compliance)

*Applicant Full Name: _____
First Middle Last

*SSN#: _____ *DOB: ____/____/____

*Address: _____ APT # _____

*City: _____ *State: _____ *Zip: _____

Former Address (if NOT at present address for 2 years):

*Address: _____ *APT # _____

*City: _____ *State: _____ *Zip: _____

*Monthly Income: _____

*Proposed Monthly Rent: _____

Driver's License # (if requesting Driver's License History Report):

I authorize the named below to obtain a credit report, criminal report, and or eviction check, on me, through **TenantReports.com** for tenant screening purposes.

*Applicant Signature: _____ Date: ____/____/20____

To Be Completed By TenantReports.com
Client (Requestor) ONLY:

*Client ID # 014-055

*Requested by _____
First Last

*Phone # (760) 749-1146

*Reply Fax # (760) 749-0163

Property Mgmt Deluxe Pkg ☒

* Required Fields

Please "X" Requested Service(s) ☒:

Statewide Bundle..... ☐

Nationwide Bundle..... ☐

Background Bundle (No Credit Data)..... ☐

All Bundles include: Eviction record, criminal record, 50 state sex offender search, SSN# verification and address history. TransUnion credit report w/score or Tenant Score Card also included (except Background Bundle). Call for credit report details- viewing/printing detailed reports available with approved onsite office inspection.

Credit Reports w/score

TransUnion Credit Report..... ☐

Experian Credit Report..... ☐

Equifax Credit Report..... ☐

*Tenant Score Card..... ☐

*Pass /Fail Based on credit report findings and risk threshold established in Tenant Score Card set-up

Pre-Employment Credit Report..... ☐

Canadian Report..... ☐

Business Credit Report..... ☐

(EIN#) _____

Criminal Background

Statewide Criminal Check..... ☐

Nationwide Criminal Check..... ☐

County Criminal Check..... ☐

(Specify County) _____

Global Criminal Check..... ☐

Federal Criminal Record..... ☐

(Specify Jurisdiction) _____

Eviction Reports

Statewide Eviction..... ☐

Nationwide Eviction..... ☐

Other Checks

SSN# Verification..... ☐

Prev. Landlord Verification..... ☐

Employment Verification..... ☐

Driver's License History..... ☐

PeopleFinder Service..... ☐

INFORMATION FOR PROSPECTIVE HOMEOWNERS

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy at HideAway Lake Mobile Estates. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \$_____ (must be completed by the management) for space number _____ (must be completed by the management). Additional information regarding future rent or fee increases may also be provided.

In addition to the monthly rent, you will be obligated to pay to the Park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

(Management shall describe the fee or charge and a good faith estimate of each fee or charge.)

1. One time security deposit. (Equal to one month's rent)

2. Monthly: Water and Gas based on usage and sewer \$31.75

**NOTE: Electric billed directly to resident by SDG&E 1-800-411-7343.

A fully executed lease or rental agreement, or a statement signed by the Park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75)

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but for whatever reason, you elect not to purchase the mobile-home, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74)

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: _____

Acknowledge Receipt by Prospective Homeowner(s): _____

Signature of Park Manager: Ann Milliman

February 1, 2020

LILAC ENTERPRISES, INC.
HideAway Lake Mobile Estates
28890 Lilac Road, Valley Center 92082
(760) 749-1146

SPACE/LOT TREE AGREEMENT

Trees are not allowed to be planted inground. Existing trees on HideAway Lake Mobile Estates (hereinafter the 'Park') home lots/spaces become the responsibility of the home buyer.

Homeowner assumes responsibility and liability for trees already in place on lot/space. Responsibilities include: trees must be kept in good, healthy condition; ***trimmed/pruned***, watered, as needed and necessary, so as not to cause a health and safety issue, create Park damage, or fire hazard. **Should the Park have to remove the tree(s) the homeowner will be charged a minimum of \$1500/tree and/or any incurred costs against the removal and/or tree created Park damages, eg, sewer line, driveway, neighboring homes, etc.**

_____ I/We will maintain the tree(s) and assume responsibility for them. If I/we fail to do so I/we understand the Park will remove tree(s) and charge a minimum of \$1500/tree plus any incurred costs against the removal and/or tree created Park damages.

_____ Park may remove tree(s).

Date _____

Space #: _____

Homeowner: _____

Homeowner: _____



Department of Fair Employment and Housing

Fair Housing

You Are Protected Under California Law!

Laws enforced by the Department of Fair Employment and Housing (DFEH) protect you from illegal discrimination and harassment in housing based on

- Race
- Color
- Religion
- Sex (gender)
- Sexual orientation
- Marital status
- National origin (including language use restrictions)
- Ancestry
- Familial status (households with children under age 18)
- Source of income*
- Disability (mental and physical, including HIV and AIDS)
- Medical condition (cancer/genetic characteristics)
- Age

Common violations of the *Fair Employment and Housing Act*, based on the categories listed above, include the following:

- Refusal to rent, lease, or sell housing
- Sexual harassment involving unwanted sexual advances or requiring sexual favors for housing rights or privileges
- Discriminatory policies, practices, terms, or conditions that result in unequal access to housing or housing-related services
- Creating property documents, such as deeds and CC&Rs, that contain restrictive covenants limiting sale, rental, or use
- Denial of a home loan or homeowner's insurance
- Failure to provide reasonable accommodation in rules, policies, practices or procedures, when necessary, to accommodate a disability
- Refusal to permit reasonable modification at the tenant's expense, when necessary, to accommodate a disability

It is also illegal for cities, counties, or local government agencies to make zoning or land-use decisions or policies that unlawfully discriminate against you based on the categories listed above.

*Until 12/31/04 unless extended by statute.

What DFEH Does

The Department of Fair Employment and Housing:

- Enforces the *Fair Employment and Housing Act*, the *Ralph Civil Rights Act*, and the *Unruh Civil Rights Act*
- Investigates harassment, discrimination, and hate violence complaints
- Helps landlords and tenants to resolve complaints involving alleged violations of the laws enforced by DFEH
- Files lawsuits against those violating the laws enforced by DFEH
- Educates Californians about the laws against discrimination, harassment, and hate violence

You have the right to complain about housing discrimination!

If you believe you have experienced illegal discrimination or harassment, you can explore filing a complaint with DFEH by taking the following steps within one year of the incident:

- Contact us in writing or at our toll-free number (800) 233-3212
- Provide specific facts about the incident
- Provide copies of documents that support the charges in your complaint
- Keep records and documents about the complaint, such as rent receipts, applications, and other potential proof of discrimination

If your complaint is accepted, DFEH will conduct an impartial investigation. DFEH is a neutral fact-finder and does not represent you or the parties named in the complaint. Our role is to determine if the law has been violated. If possible, we try to assist both parties to resolve the complaint. Examples of resolution could include:

- Making available previously denied housing
- Compensation for losses and emotional distress
- Training and policy changes to prevent future discrimination
- Other actions to eliminate the effects of discrimination

If DFEH is unable to resolve the complaint, and there is sufficient evidence to establish a violation of the law, the matter may be litigated by DFEH before the Fair Employment and Housing Commission or in civil court.

For more information, contact DFEH toll free at (800) 233-3212, Oakland area & out-of-state at (510) 622-2945 or 2946, TTY number at (800) 700-2320, or visit our web site at www.dfeh.ca.gov

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.



State of California
Department of Fair Employment & Housing Oakland Housing Unit 1515 Clay Street, Suite 701 Oakland, CA 94612

DFEH-164H (04/04)