

**RULES AND REGULATIONS
OF
THE CLIFFS MANUFACTURED HOME COMMUNITY
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**RULES AND REGULATIONS
OF
THE CLIFFS MANUFACTURED HOME COMMUNITY**

These are the Rules and Regulations of The Cliffs Manufactured Home Community (the “**Park**”). These Rules and Regulations (“**Rules**”) have been prepared in accordance with California Civil Code Section 798 *et. seq.* commonly known as the Mobilehome Residency Law.

PURSUANT TO CIVIL CODE SECTION 798.25 THESE RULES AND REGULATIONS ARE EFFECTIVE AS OF NOVEMBER 30, 2022, UNLESS SIGNED BY HOMEOWNER(S) ON AN EARLIER DATE, AT WHICH TIME THESE RULES AND REGULATIONS SHALL BECOME EFFECTIVE AS TO SAID HOMEOWNER(S). THESE RULES AND REGULATIONS SHALL REMAIN IN EFFECT UNTIL AMENDED OR OTHERWISE SUPERSEDED.

The following Rules are part of your rental agreement/lease with the Park and are incorporated into your rental agreement. Please read these Rules carefully and keep them on file as they constitute a binding agreement between you and the Park. Violations of these Rules will give the Park Owner 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 homeowner/tenant, enjoining the homeowner(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 (Civil Code Section 798 *et. seq.*). If any of these Rules are unclear, Park management should be contacted for an explanation.

The Park is private property and is open and available only to lawful Homeowners, Residents, their family members, and personally invited Guests and invitees. The general public is not permitted within the Park.

These Rules may be changed from time to time after the Park Owner has conducted a meeting with the Homeowner(s) under the provisions of the Mobilehome Residency Law upon proper notice.

1. DEFINITIONS: The following terms as used in these Rules shall have the meaning set forth below:

- A. “Common Areas”** means and refers to the common areas of the Park which are for the benefit of all of the Residents and their Guests, which Common Areas may be amended, repaired, replaced, added to or altered from time to time by the Park.
- B. “Guests”** includes all of the Resident’s agents, employees, persons sharing the Space pursuant to Civil Code Section 798.34, invitees, permittees, or licensees or other persons in the Park or on the Space at the invitation, request or tolerance of Resident. Guests do not have the right to occupy Resident’s Home unless and until approved by the Park Owner pursuant to these Rules.
- C. “Home”** means the dwelling unit located upon a Space which shall be a mobile or manufactured home as defined in California Health and Safety Code Sections 18008 and 18007, respectively.
- D. “Homeowner”** means the person(s) listed as both the Homeowner on the rental/lease agreement with the Park Owner and the person(s) registered owner of the Home. Any person who is on title

to the Home must be on the rental/lease agreement. Adding persons as a listed “registered owner” on title to the Home does not authorize such persons to reside in the Home; approval to reside in the Home must be obtained through Management in accordance with the Rules. Any additional occupants within the Home are either minors, Extended Guests or Guests.

- E. **“Manager”** or **“Management”** means the onsite manager, management team or other personnel and employees of the Park Owner.
- F. **“Park”** means The Cliffs Manufactured Home Community. References herein to “Park” where appropriate, shall mean and include the Park Owner and its manager, officers, agents, or employees.
- G. **“Park Facilities”** means the streets, walkways, open space areas, Park owned utility lines and connections, clubhouse, billiard room, shuffleboard, swimming pool, spa, laundry rooms and furniture, appliances and personal property within the clubhouse, billiard room, shuffleboard, pool area, spa, or laundry room. Park Facilities may be removed, added to, repairs, or modified from time to time by the Park Owner in its sole discretion.
- H. **“Park Owner”** includes the owners of the Park, The Cliffs-MHC, L.P., a Utah limited partnership, doing business as The Cliffs Manufactured Home Community, and all references to Park Owner shall include its managers, employees and agents.
- I. **“Resident”** for the sole purpose of these Rules means the person(s) identified as a Homeowner herein, their minor children or person(s) identified through an approved application and agreement with Management as an Extended Guest. Only those persons identified on the rental/lease agreement or those persons that are otherwise approved by the Park Owner or Management to reside within the Home are considered as lawfully occupying a Home within the Park; all other persons residing in the Home shall be considered an unlawful occupant.
- J. **“Space”** means and refers to the space rented by Homeowner from the Park Owner for the placement of Homeowner’s Home. The boundaries of the Space rented to Homeowner shall be the lesser of either (i) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (ii) the apparent physical boundaries of the Space as they exist at the time the rental agreement is/was entered into. Space may also be known as the lot or the premises.

2. OCCUPANCY STANDARDS.

- A. **Occupants.** The persons allowed to occupy a Space within the Park shall be only the Homeowners and minor children identified on the rental/lease agreement or Extended Guests specifically authorized by the Park Owner. The maximum number of persons allowed to occupy a Home on a Space shall be limited to two persons per bedroom plus one extra person per household. For the purposes of this count, an enclosed patio or cabana and a converted living room are not considered a bedroom; a bedroom is required to have a closet. 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 business, including yard sales, is allowed. At all times, the individuals identified on title to the Home must also occupy the Home.

In the event a Homeowner vacates the Home for more than 6 consecutive months, the remaining Homeowner shall (i) notify Park Owner of the person vacating the home, and (ii) such person vacating the Home, regardless of whether Park Owner is notified, shall cease having the authority of the Park Owner to reside in the Home and may not re-occupy the Home without prior approval of the Park Owner (which approval will include the requirement to submit an application for occupancy). In the event of an armed services deployment or an extended absence for medical purposes, the remaining Resident or Homeowner shall notify Park Owner of such deployment or extended absence and the termination of occupancy rights shall not apply to the period of deployment or medical absence. When an Extended Guest is out of the Home for more than thirty (30) consecutive days, they shall not have the right to return to the Home as an Extended Guest but may be a Guest of the Homeowner in accordance with the Guest rules herein.

Occupancy by any person not authorized by the Park Owner or Management is not permitted regardless of the persons listed on title to the Home. Park Owner and Management will take all necessary legal actions to terminate unlawful occupancies within the Park.

- B. No Discrimination.** The Park does not discriminate based on race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender, gender identity, gender expression, perceived gender identity or expression, age, medical condition, genetic information, marital status, familial status, immigration or citizenship status, perceived immigration or citizenship status, military or veteran status.
- C. Rental or Lease Agreement.** The Residents shall not violate any terms or conditions of any rental or lease agreement that exists between the Park and Residents. All terms, conditions and obligations of the rental or lease agreements are hereby incorporated as though set forth in full.
- D. Payment of Rent.** Homeowner must pay all rent, utilities and other charges on the first (1st) day of every month. If rent, utilities and other charges are not paid on or before the sixth (6th) day of the month (even if such date is a weekend or holiday), Homeowner will be considered late on the rent. A partial payment of the total amount of rent (or any portion thereof), tendered by Homeowner may be refused by Park at its sole discretion, and any attempt to make such partial payment shall be a material breach of the lease and these Rules.

Rent and all other payments due to the Park must be paid by the Homeowner only and not by or from other persons including other Residents, Extended Guests, family or friends; however, acceptance of any rent payment by any person other than Homeowner, including any Resident, shall not be construed to create a landlord/tenant relationship between Park and such payor. If any tendered payment by Homeowner is dishonored by the bank for insufficient funds, stop payment or for any other reason, Park may, (i) charge Homeowner such fees as shown on the rental or lease agreement or the fees actually charged by Park's bank for returned checks; and (ii) upon at least ten (10) days' written notice to Homeowner, require future payments to be made in cash or equivalent for a period not to exceed three (3) months after the date of the notice from Park as provided by law. If the rent and additional fees, including utility fees, are not paid to the office on or before the end of the sixth (6th) day of the month (even if such date falls on a weekend or holiday), Homeowner may be charged a late fee as stated in the rental or agreement to cover Park's costs for additional accounting and collection expenses. The late fees or returned check fee indicated herein may be increased from time to time by Park upon ninety (90) days' prior written notice without the need to amend or update these Rules.

- E. Meter Reading.** The individual utility meters for utilities which are submetered by the Park to each Space are read on or about the 6th of each month; however, in the event the 6th falls on a weekend or holiday, the meter reading may be done on *either* the business day before or the next business day after the 6th. Under no circumstances shall a Homeowner, Resident or any other person on behalf of Homeowner interfere with, prohibit, block, threatened or otherwise impede the reading of meters.
- F. Subleasing.** Except as provided in California Civil Code §798.23.5, no subleasing or assigning of any Space or tenancy is permitted. Exceptions in instances of medical emergency as provided by law or of extreme and unusual circumstances which may be considered by the Park, but the Park retains complete discretion to accept or reject such requests. Under no circumstance shall Homeowner be permitted to use, rent, sublease, house-swap or otherwise let out the Home on a short-term rental basis, including through any short-term rental program such as AirBnB, VRBO or similar programs. This prohibition includes any home-swapping program or any program wherein Homeowner receives any kind of compensation for the short-term use of the Home.
- G. Housing for Older Persons.** The Community is designated as an “Housing for Older Persons,” under the Federal Fair Housing Act, as amended by Public Law 104-76 and Civil Code Section 798.76; meaning the Community is an age restricted Community. All Residents residing within the Community shall comply with the age limitations set forth in these Rules. **All Homes in the Community must have at least one Homeowner signed on the lease and permanently residing in the Home who is at least 55 years of age and no one residing in the Community, either as a Resident or Tenant, may be younger than 21 years of age.** When the Homeowner transfers ownership or possession of the Home (by sale, gift, inheritance, or otherwise), the new Residents and all persons who regularly reside in the Home must be approved by the Community and comply with the age requirements set forth herein. Homeowner is responsible for verifying the ages of all occupants by completion of an annual questionnaire as provided in Rule 18.

Community shall attempt to maintain the Community as housing for older persons so long as practicable and feasible in Community’s sole discretion. Community, however, expressly reserves the right to permit persons under the age of 55 as provided in law and to rescind any age regulation, including the “older persons” age regulations, upon lawful notice as permitted by the Mobilehome Residency Law. Therefore, Community reserves the right to change to a Community for persons of “all age”; we do not promise or covenant that the community will always be, remain, or operate as a community for “older persons.” Purchasing a manufactured home in this community should not be made in reliance on any belief that the Community will not change or abandon this regulation during the course of the resident’s stay in the community. In the event that the community’s rules and regulations do change in this respect, it is agreed that management and all other Homeowners acknowledge and agree they will not interfere with the change in the rules, or the corresponding right of any homeowner or resident to consent to the amendment in such policy. Homeowner agrees to indemnify and hold management harmless from any default in the duties of the Homeowner under the Housing for Older Persons provisions of these Rules.

3. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

- A. Residents and Guests have the right to use the Space and Common Areas only if they comply with these Rules, rules as may be posted from time to time within the Park and the other provisions of the Park's residency documents.
- B. Resident agrees, on behalf of itself and its Guests, to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules, all rules, regulations, terms and provisions contained in any document referred to in Resident's rental agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Park Owner. Additionally, Residents shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to, Homeowner's Home. Homeowner acknowledges that a violation of this provision will be grounds for his or her eviction from the Park.
- C. The Park will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and other conditions of residency. Resident recognizes, however, that the Park's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore that the enforcement of the Rules and conditions of tenancy are a private matter between the Park and each Resident individually.
- D. Resident must recognize that the Park will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Park. The Park will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the guest of another Resident, Resident should attempt to reasonably resolve any such problem with the other Resident.
- E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner and Resident agrees that a breach of any of the Rules and Regulation cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Park Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist

4. GENERAL CONDUCT WITHIN PARK.

- A. **Nuisance, Waste, Substantial Annoyance or Dangerous Activity.** Waste (any activity that lessens the value of the property) or nuisance (the unreasonable, unwarranted, and/or unlawful use of property or any Common Areas) by Residents is prohibited. Any activity that unreasonably constitutes nuisance or waste or interferes with another person's quiet and peaceful enjoyment of their Space or Home constitutes a substantial annoyance and is prohibited. No person may encroach or trespass upon any area which is not intended for general use by the residents and their guests. There is to be no littering, including cigarette butts and dog droppings on the Resident's Space, any Common Areas, or upon the Space of another Resident.

- B. Noise.** Radios, televisions, stereos, musical instruments, musical bands, and other devices may not be used within the Park in such a manner as to disturb others. Ham or CB radios or other radio transmitters, which may cause interference to telephone, television, or radio reception are prohibited. Unusually loud noise from cars or motorcycles is also prohibited. Excessive noise under this provision constitutes a substantial annoyance. Residents are reminded that the Homes are in close Proximity to each other and noise levels are subjective to each person.
- C. Public Intoxication / Loitering.** Persons under the influence of alcohol or any other intoxicating substance (whether legal, prescription or otherwise) shall not be permitted in any common area of the Park and will constitute a substantial annoyance. No drinking of alcoholic beverages within the Clubhouse, pool area or other Common Areas. Driving through the Park while intoxicated is illegal and strictly prohibited and is considered a substantial annoyance and threat to the safety of other Residents and guests within the Park. Loitering is prohibited within the Park.
- D. Illegal Conduct.** Residents and their Guests are prohibited from violating, any local, state, or federal law while located anywhere on Park premises, including, but not limited to, the Home or the Space. Illegal conduct will be in violation of these Rules and considered to be a substantial annoyance under the Mobilehome Residency Law.
- E. Violence or Threats of Violence, Harassment, Stalking.** Resident(s), any member of the household, or a Guest or other person under the Resident's control or present by reason of Resident's acquiescence shall not engage in acts of violence or threats of violence, shall not harass other Residents or Guests within the Community or any person employed by Park Owner, and shall not stalk, intimidate, follow or place a person in fear of such behavior within the Park, including, but not limited to, following others with vehicles, following people around the Community, brandishing of weapons, or unlawful discharge of firearms on or near the Space or in any common areas.
- F. Treatment of Park Personnel.** The Park Owner is represented by a Manager and other personnel who are vested with all the legal rights and authority necessary to enforce the Rules on behalf of the Park. The Manager, any of its agents and all other employees must be treated with respect and must not be subject to intimidating behavior, excessive phone calls, excessive interruptions, harassment, abusive language, retaliatory behavior, or violence by Homeowner, Resident or their Guests. A violation of this provision will constitute substantially annoying behavior under the Mobilehome Residency Law. This provision includes Park agents and vendors of Park. The converse is also the case. Management must treat residents and their guests courteously, with respect and dignity, as they would expect to be treated. Homeowners and Resident shall not request assistance from Park Management employees for personal reasons.
- G. Complaints and Tenant Disputes.** Neither the Park nor any of the Park's employees are legally empowered to act as law enforcement officers and will not act in that capacity. Homeowners, Residents and their Guests should refer to Rule 23 herein for additional information regarding complaints. All complaints and maintenance requests must be submitted in writing to Park Management and must identify the name of the person submitting the complaint or request. Park Management may follow up on additional information needed regarding a complaint or maintenance request.

- H. Care of Park Property.** The Park prohibits all conduct which constitutes a nuisance or waste to Common Areas, conduct that is illegal under local, state, or federal law, and conduct that threatens damage or harm to persons or property. Park further requires the Park's common areas to be properly maintained and treated by Homeowners, Residents and their Guests.
- i. Sewer Disposal.** Homeowner may only place sewer appropriate waste materials in the sewer system. Homeowner shall not put anything other than toilet paper in the sewer system and shall not, under any circumstances, place feminine products, wipes (including so-called flushable wipes), trash, paper towels, kitty litter (including flushable litter), chemicals, cleaning products, medicines, drugs, or other foreign substances in the sewer system. The Park may hold Homeowner responsible for clearing any clogged, broken or damaged sewer lines where the obstruction or damage is located on the Homeowner's side of the main or common line or where the obstruction or damage was caused by Homeowner.
 - ii. Trespass.** Residents and Guests are forbidden from entering onto or using for any purpose any portion of any vacant Space within the Park. Residents and Guests are also forbidden from parking or trespassing on vacant Spaces, or parking in another Resident's driveway or designated parking area without that Resident's permission.
 - iii. Impermissible Conduct.** Residents and Guests are not permitted to engage in any dangerous, annoying, disturbing, reckless, injurious, or harmful activities in the streets or common areas of the Park that may result in injury or damage to the Common Areas, any other Space or Home or to other Residents within the Park.
 - iv. Toxic Chemicals.** Proper hazardous substance and waste disposal, removal or remediation is required of all Homeowner's at Homeowner's sole cost and expense. Typical hazardous substances include automobile, boat and motorcycle fluids, oils or batteries; household batteries; light bulbs; cleaning fluids and solvents; gasoline, paint and other thinners; oils, brake fluids, and transmission fluids. Homeowners may not keep, store, or dispose of any hazardous substance in any place within the Park, including within or about the Home, Space, garage, storage shed or elsewhere in the Park, in excess of the quantities required for typical single family household use. Specifically, hazardous substances may not be stored outside of the Home and no flammable, combustible, or explosive materials or chemicals may be stored in the Home or about the Space. A violation of this provision constitutes a substantial annoyance. If a resident is planning to use airborne toxins that can affect others, such as pesticides, herbicides, and solvents, they must notify immediate neighbors before use so those neighbors can, if desired, protect themselves by closing their windows or leaving the premises for the duration. Also, there is to be no pesticide spraying of trees by Management on a Space without prior notification to the Resident.
- I. Damage to Common Areas.** If there is a sudden or unforeseeable breakdown or deterioration of the Common Areas or physical improvements, the Park shall have a reasonable period of time after it learns of the condition to make repairs and bring the property or improvement into good working order.
- J. Zero Tolerance Policy Regarding Controlled Substances.** Residents, any member of the household, or any guest or other person present under the Resident's control or acquiescence, shall not engage in criminal activity, including drug-related criminal activity, on or near the Space

or in any Common Areas. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) and all comparable provisions of state law as set forth in the California Penal Code and the Health and Safety Code. Resident, any member of the Resident’s household, or a guest or other person under the Resident’s control or present by reason of Resident’s acquiescence, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the space or in any common areas. Resident(s) or members of the household will not permit the Home to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a Guest.

ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS POLICY AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this policy shall be deemed a serious violation and a material noncompliance with the terms of tenancy. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement. Failure to comply with this policy is agreed to be a material, non-curable breach of the rental agreement and may result in a Notice to Quit being served upon Tenant(s) requiring that every member of the household, and any guests or other person(s) under Tenant’s control vacate the space on proper notice, all in accordance with California law. California law provides for an extraordinary remedy to remedy to regain possession when illegal activity is being carried out on or near the premises which constitutes a public or private nuisance.

K. Marijuana. Park Owner may enforce, as covenants and conditions of tenancy, such drug laws as interpreted and applied by local, state and federal law enforcement, as may change from time to time, in respect to possession, cultivation, sale and use of marijuana. Mobilehome park living requires special restrictions for the safety and enjoyment of all tenants including families who choose to reside in the park. Mobilehome living entails many compromises for the benefit of community standards, and thus, covenants are enforced despite being more restrictive than other residential accommodations. The use, possession, sale, distribution or cultivation of controlled substances raises the risk of harm to others. Under federal law, marijuana is classified as a controlled substance without medical value; and, possession or use of marijuana is illegal. Therefore, Park Owner may take reasonable action to curtail and to prohibit marijuana. Resident takes tenancy understanding the possibility of future restrictions and prohibitions. Therefore:

- i. No use of marijuana is permitted in the common areas of the Park;
- ii. No cultivation outside the walls of the Home structure is permitted (including screened or other patios, under awnings, driveways, inside sheds);
- iii. Any use of marijuana in the vicinity of a minor shall be reported to the law enforcement as contributing to the delinquency of a minor; and
- iv. Any illegal sale, use, possession or growth of marijuana or other controlled substance, as enforced in accordance with local, state or federal policy, may result in termination of tenancy.

Notwithstanding the foregoing, Park Owner reserves the right to modify or interpret this rule in accord with legal developments, including *James v. Costa Mesa*, holding that marijuana is not a reasonable accommodation of a disability under federal law. Any sale, gift, distribution or receipt of a controlled substance including marijuana in the Park, shall result in immediate termination of tenancy. Any possession or use of marijuana without proper medical supervision and approval is not permitted at any time in any location in the Park, including the trailer, and may result in immediate termination of tenancy.

- L. Second-Hand Smoke.** Resident smoking, vaping or use of e-cigarettes or any other product which produces second-hand smoke or vapors must do so in a manner as to contain such to the Home and not bother other Residents. Any complaints of odors or second-hand smoke or vapors of any kind emanating from within a Home or from a Space may result in the termination of tenancy, because it may impair the senses of others in close and inescapable proximity to the Space resulting in dangers and risks posed to health and safety including exacerbation of medical frailties, equilibrium, unsafe operation of a motor vehicle or other machines and appliances.

5. USE OF COMMON AREA FACILITIES.

- A.** The Park Facilities are provided for the use of the Homeowners, Residents, and Homeowners' Guests and for no one else without the prior permission of the Park Owner. All Guests must be accompanied by a Homeowner or Resident when using the Park Facilities. Use of the Park Facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.
- B.** All Residents are reminded that streets are intended for vehicular use, however, Residents and children use the streets for walking, riding bicycles or other activities. All persons must use caution while using the streets for any purpose as using the streets for any purpose is done at the Homeowner's, Resident's, Guest's or other invitee's sole risk and responsibility.
- C.** Skateboarding, roller skating, scooter riding, or riding a bicycle on any landscaped areas, within the pool area, inside buildings, or in such a manner which damages the common area is strictly prohibited. This includes on curbs, rails, stairs, benches, furniture or other improvements.
- D.** The service or consumption of alcoholic beverages in or around any of the Common Areas or Park Facilities (in no event will alcoholic beverages be permitted around the pool area) is strictly prohibited. Should the Park find any Resident or Guest to be under the influence of alcohol or drugs, in that he or she is physically or emotionally impaired, the Park shall have the right to require the Resident or Guest leave the common areas or Park Facilities.
- E.** Smoking, vaping or the use of other electronic cigarettes or smoking devices in the any enclosed Park facility, including the clubhouse, and in the pool area, is strictly prohibited.
- F.** Hours of operation of the clubhouse and pool are posted at the facilities and are subject to change by Management. Residents shall observe posted hours or otherwise obtain written approval of Management for use of the facilities beyond the posted hours.

G. THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HOMEOWNERS' GUESTS ARE AT THEIR OWN RISK. Children under the age of fourteen (14) years and all Guests shall be accompanied by a Homeowner. Each Homeowner and their Guests must vacate the pool area at the direction of Management if Management determines that posted rules are being violated or if the pool needs to be closed for any purposes. *No diving or running. Showers must be taken before entering the pool or spa. No suntan lotion worn into the pool or spa. If sunscreen has been applied, you must take a soap shower before entering the pool or spa. For protection of the deck furniture, towels must be placed over chairs when using suntan oil or lotions. Glass containers of any kind shall not be used or around the pool. Any glass bottles, drinking containers or other dishes must be removed immediately.*

H. The use of the clubhouse by Residents and Guests is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a fourteen (14) day prior written request and is subject to the **Clubhouse Reservation Form and Use Agreement for Private Parties by Residents** (a copy of which may be obtained from Management). Said parties must not conflict with Park planned activities. No resident may rent out any Park facility and collect a fee for same.

1. Persons using the clubhouse must be dressed in normal street attire. They must wear shirts or jackets. No bathing apparel or bare feet are permitted.

2. The Park common area facilities may not be used for private parties, meetings, or other gatherings without written permission of the Park. At no time may any such function be open to the public at large (except as expressly permitted under the Mobilehome Residency Law). Any Homeowners wishing to obtain this permission must complete the **Clubhouse Reservation Form and Use Agreement for Private Parties by Residents** (a copy of which may be obtained from Management) and agree to the terms outlined in such form (the terms of which are incorporated herein as though set forth in full and such form is considered a Rule as though set forth in these Rules).

I. Facilities hours, rules and regulations are posted in each facility. No one may use or attempt to use Park Facilities at any time other than those posted at the facility.

J. All recreation facilities are used at Residents' and Guests own risk. Homeowner, on behalf of Homeowner, Residents and their Guests, waive any and all claims for damages, injuries or otherwise, resulting from the use of the common areas and/or Park Facilities.

6. GUESTS.

A. General Requirements. Homeowner is allowed to have Guests stay at his/her home; however, said Guests must agree to abide by all Park rules and must be accompanied by Homeowner while staying within the Park and at all times while using the Common Areas. Guests may not bring an animal into the Park (except for service animals) and shall not be allowed to leave an animal in a car while visiting a Home within the Park. Homeowners are responsible to acquaint all of their Guests with the Park's Rules and Regulations. Homeowner is personally responsible for all the actions and conduct of his/her/their Residents, guests, invitees or licensees on the Home, Space and Common Areas. Homeowner is not allowed to have others reside or stay in his/her home

during Homeowner's absence from the Park without the express written permission of the Park which may withhold said permission at its sole discretion.

- B. Guest Fees.** Guests remaining in the Park more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register with the Park management and apply for permanent guest status as indicated below so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Park management. All guests who remain in the Park over twenty (20) consecutive days or thirty (30) days total in a calendar year must meet the applicable age guidelines of the Park.

The Park may charge any Homeowner a fee of \$25 per month for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year for any "Extended Guest," as described below, to cover administrative costs incurred as a result of the additional person in the Space, unless, in either case the guest is a member of the Homeowner's immediate family as defined in Civil Code §798.35, or is a guest pursuant to Civil Code §798.34 (b), (c), or (d).

- C. Extended Guests.** Any Homeowner wishing to have a Guest stay with the Homeowner more than twenty (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 have such guest complete an **Extended Guest Application** and upon approval of the Park such persons shall enter into an **Extended Guest Occupancy Agreement** in order to be deemed a "**Extended Guest**". The Extended Guest Application and the Extended Guest Occupancy Agreement can be obtained through Management. A violation of the Extended Guest Occupancy Agreement is deemed a violation of these Rules and the rental/lease agreement and the terms and conditions therein are incorporated herein as though set forth in full.

The Park may accept or reject the registration of such guest if the management reasonably determines that, based on the Park rules, the applicant's prior tenancies or conduct while a guest in the Park, he or she will not comply with the Rules and Regulations of the Park. A resident who had their occupancy previously terminated from the Park shall not be given any rights to reside within a Home as a Resident, Guest or Extended Guest.

All Extended Guests shall have no rights of tenancy in the Park and shall comply with the Park's Rules and regulations. All Extended Guests must sign a separate agreement with the Park acknowledging their status as guests and not tenants, and agreeing to comply with the Park's rules and regulations and other conditions of the agreement, as a condition of acceptance of their application. **Subject to the provisions of 798.34(b), (c), and (d), all Extended Guests must vacate the Home and Space when the Homeowner is absent from the Home for more than thirty (30) days (except as otherwise provided by law), or no longer resides in the Home for any reason.**

- D. Live-in Care Providers.** In accordance with Mobilehome Residency Law, Civil Code Section 798.34(d), a Homeowner may share his/her Home with any person over the age of 18 years of age if the person is a parent, sibling, child or grandchild of the senior Homeowner and requires live-in health care, live-in supportive care, or supervision. Management may require written confirmation from a licensed health care professional of the need for the care or supervision if the need is not otherwise readily apparent or already known to Management. A live-in care provider

shall be treated as an Extended Guest under these Rules and shall have no rights to use the Community Facilities without the Homeowner being present.

7. VEHICLES.

- A.** Only two (2) passenger vehicles, pickup trucks or vans used for passenger purposes are allowed to park on a Space unless expressly permitted by Park in writing. Each Home shall have parking for at least two vehicles and Homeowner is obligated to ensure the carport area is not otherwise blocked or used to prevent the parking of two vehicles. All vehicles parked within the Park must be street legal and operable and have a current license. Any other vehicles owned by Homeowner must be parked outside of the Park (including on Homeowner's driveway) and no storage of unlicensed or inoperable vehicles is permissible within the Park. A vehicle on a Space parked without movement for more than seven (7) days and with expired tags shall be considered an abandoned vehicle and may be subject to tow. Guests must park their vehicles in designated guest parking areas or on the Homeowner's driveway (provided sufficient space on the driveway to accommodate the vehicle). *Vehicles shall not park on areas of the Space which are intended to be landscaped areas or otherwise outside of the original designated driveway/carport area.*
- B.** All vehicles must travel at a safe rate of speed utilizing standard rules of the road. The Park reserves the right to post speed limit or other traffic signs throughout the Park. Homeowners, Residents and their Guests must abide by all posted speed and traffic signs at all times and shall comply with all other laws relating to the use and operation of vehicles. Vehicles must be operated in a safe manner. Everyone must obey all posted traffic control signs. No motorized vehicle may be operated within the Park by any person who is not licensed to drive.
- C.** No repair or maintenance work of any kind may be performed on any vehicle, boat, recreational vehicle or trailer (excluding Homes) within the Park, including changing of oil, transmission fluid or antifreeze. Homeowner may check and add fluids, check tire pressure and replace lights only; however, all waste must be properly disposed of and not placed in any Park drains, a Home drain, poured out on the street or gutters or on any plants or landscaping. Failure to follow these rules may result in a fine and reimbursement of costs for professional cleanup. Vehicles may be washed in the driveway using water from the Resident's Unit. In the event of an emergency, work on vehicles may be permissible limited to: jump starting a car, replacing a battery, add fluids, replace a tire or set up for towing from the Park.
- D.** Resident's vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Park and vehicles (including motorcycles) which exceed the legal noise restrictions are not permitted. Vehicles dripping gasoline, oil, or other fluids or substances must be removed from the Park within 48 hours and be kept out of the Park until repaired in order to prevent damage to the pavement or contamination of the ground.
- E.** No Homeowner or guest shall operate a non-street legal motor scooter, minibike, or any other two- or three-wheel motorized vehicle in the Park without the prior written consent of Park management (however, this does not prohibit the use of personalized scooters such as a Rascal,

used for mobility purposes). Licensed street-legal motorcycles may be ridden to and from Park entrance in an orderly manner provided they are not loud and disturbing.

8. PARKING.

- A.** Parking of Homeowner's vehicles is permitted only on Resident's Space and may only be parked on the driveway within the area covered by the carport awning. Vehicles shall not park on the landscaped or other areas of the Space or on an area outside of the covered carport area. All streets are considered fire lanes due to the width of the streets. Parking on the streets between the hours of 10:00 pm and 6:00 am is strictly prohibited and vehicles will be subject to immediate tow. Parking on the streets during the day should be limited to Guests, care-providers, service providers and delivery personnel. Vehicles blocking access to the Community, to another Resident's driveway or to fire hydrants may be subject to immediate tow. At all times, vehicles must be parked so as to minimize the impact of vehicles passing (including not parking further than 18 inches from a curb).
- B.** Guests may park only in designated Guest Parking spaces or on the Resident's driveway (and without extending out onto the street). Residents are not permitted to use designated guest parking spaces except (i) for temporary purposes when visiting a guest in another area of the Park; (ii) when allowing a guest to park within the Resident's driveway and only for the duration of when a Guest is in the Resident's driveway for a temporary duration; (iii) when the Resident's driveway is being used for home construction or repair purposes; or (iv) when the Resident is using the Common Area laundry facilities or Clubhouse/pool area. In these limited instances, Residents may park in the guest parking area temporarily but must advise Management of such use.
- C.** Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked continuously in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Park management, in writing, in advance. Homeowner hereby gives the Park the express permission to tow any vehicle which is illegally parked or stored either on the Space or anywhere in the Park. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.
- D.** No boats, campers, travel trailers or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area and then only upon execution of an agreement with Park and at the prevailing rental rate for such parking space. Homeowners interested in storing their RV at the designated area should consult Park management for an RV Agreement and fees. RV's or trailers may be parked on the street for purposes of loading and unloading, for a period of time not to exceed four (4) hours.
- E.** Any vehicles parked in violation of these rules and regulations may be towed away and stored at the expense of the owner.

9. ANIMALS.

- A. Special permission to keep a household animal in the Park must be obtained from Park Management.** Each Space is permitted one (1) household (domestic) animal which includes, dogs, cats, small birds (such as parakeets or canaries), and other usual household pets approved by Management. Each animal must be physically shown to and approved by Management. No exotic animals or non-household animals (such as chickens or other farm animals) or animals which are illegal, dangerous, poisonous or exotic will be allowed. Homeowner may keep a fish tank without the need for Park approval.
- B.** Prior to bringing an animal into the Park, a Resident must (i) submit an Animal Registration form and show the animal to Management; and (ii) receive approval by Management to have the animal. The “**Animal Registration**” form is attached hereto and hereby incorporated by reference and must be submitted for each animal.
- C.** The Park reserves the right to deny an animal if a proposed animal would pose a threat to the health and safety of the Residents of the Park, including animals exhibiting aggressive, threatening or violent behaviors in Management’s reasonable discretion.
- D.** Dog must not exceed twenty-five (25) pounds.
- E.** No aggressive dog will be permitted regardless of the breed of the dog. As a result of the Park’s insurance requirements, the following breeds are considered aggressive breeds and are not allowed to reside within the Park under any circumstance, as the presence of such breeds will result in the loss of insurance or substantial increase in insurance premiums: Pit Bulls, Pit Bull Terriers, Staffordshire Terriers, Rottweiler, German Shepherds, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies, or Presa Canarios, or dogs of mixed-breed with identifiable characteristics specific to a prohibited breed.
- F.** Any dog that becomes a nuisance, including excessively barking, jumping on others, biting people or dogs, or exhibiting aggressive behavior toward other people or dogs will be required to be removed from the Park permanently. Any cat that attacks or bits other animals or people, is allowed to stray and roam free, or causes damages to another person’s property will be required to be removed from the Park permanently.
- G.** Violation of these animal rules or the Animal Registration may result in the termination of the Resident’s right to keep the animal in the Park and continued violations may result in the termination of tenancy of the Homeowner and all Residents within the Home. If any of the rules regarding the animal is violated, and such violation is noted by the Park or a valid complaint is made by another Resident, the Resident owner of the animal may receive an official notice in writing stating that the right to keep an animal within the Park is terminated.
- H.** If an animal is lost or dies, written permission to acquire a new animal must be obtained from the Park. In the event of offspring, Park must be notified and written permission must be obtained for the offspring to stay in the Park for an interim period. Sheltering, fostering, or breeding of animals is not permitted without the prior written consent and approval of the Park and any sheltering or

fostering of animals which results in the number of animals in the Home exceeding the permissible amount is not permissible and will not be approved.

- I. Each animal residing in the Park (including service animals, companion pets or household pets) must be licensed and inoculated in accordance with local law. All State and local leash laws will apply within the Park so that dogs must be on a leash at all times when not within a Home or an enclosed yard. All animals must not be left in yards unattended. Animals running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain an animal within the Park. Animals will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting, excessive noise, or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone's Space, flowerbeds, shrubs or other personal property or space.
- J. Other than guide dogs, signal dogs or other service animals as defined by Civil Code Section 54. I (collectively "**Service Animals**"), animals will not be allowed in the clubhouse, laundry or any other recreational area at any time.
- K. All droppings, whether on the Resident's Space, another Space within the Park or any Common Areas, must be placed in appropriate pet waste containers or bags and placed in the trash immediately. Excrements of animals on Homeowner's space must be picked up daily, placed in an appropriate pet-waste bag and placed in a trash container.
- L. Guests are not permitted to bring animals to the Park (except for Service Animals) or leave visiting animals in their car.
- M. Animals may not be housed outside of the Home including on porches, patios, or within the yard and no animal enclosure (housing) may be kept outside of the Home. This includes, but is not limited to, any type of confining barricade or structure. The tying of animals outside the Home and leaving them unattended is prohibited.
- N. All cages, food containers, litter boxes, and animal housing shall be kept indoors. There shall be no feeding of stray cats or other animals whatsoever. A Homeowner may keep one bird feeder for outside use provided that it be kept in the rear yard and all droppings are cleaned regularly; however, no bird cages may be kept outside of the Home.
- O. Homeowner is responsible for any damage to Park property or the property of other Homeowners or other persons caused by the animal, including waste and any disturbances or annoyances caused within the Park. If Homeowner's animal becomes violent after execution of the Animal Registration, Homeowner must remove the house pet from the Park immediately

10. SALE OF HOME.

- A. Homeowners must notify the Park or its management within fifteen (15) days of listing or advertising the Home for sale. Homeowners must comply with the other requirements under the *Mobilehome Residency Law*, including without limitation, the sixty (60) day notice of intent to vacate the Home. For a sale of a Home wherein the Home will remain in the Park, the prior approval of the Park and/or its management must be obtained. Park management reserves the right

to perform an inspection of the Home and space so that items requiring repairs or maintenance may be noted pursuant to Civil Code Section 798.35.5.

- B.** Park Owner, by and through its Manager, requires the prior approval of a prospective purchaser of the Home when the Home will remain in the Park subject to this Rule. The review and approval of the prospective purchaser will be performed in accordance with *California Civil Code Section 798.74*, as amended from time to time. Selling Homeowner shall provide written notice to Manager of the intent to sell the Home *prior* to the close of the sale. In the event a sale or other transfer or change of ownership of the Home occurs without prior Park approval, the new owner shall have no tenancy rights within the Home until and unless such new owner is reviewed and approved by the Park for occupancy (in accordance with Civil Code Section 798.74) and such new owner executes a written rental agreement.
- C.** A Homeowner may display signs advertising the sale of his/her Home during the period of time that the Home is offered for sale and prior to actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs may be posted (i) in a window of the Home or (ii) in front of a Home if the sign is an H-frame or A-frame design with the sign face perpendicular to, but not extending to, the street. No handwritten signs are permitted. One sign per Home. Homeowner shall be solely responsible for the placement of the sign, including ensuring no damage to underground utilities. Open House signs are permitted only between the hours of 10:00 a.m. and 4:00 p.m. on the days a representative is on site; however, no signs may be posted on common areas of the Park or on other homeowner's space.
- D.** Any Home that is being sold to remain in the Park which shows visible obsolescence, is in run down condition, or in disrepair, may remain in the Park only upon repair, improvement and modernization of the Home to a condition in compliance with Park standards as set forth in these Rules and Regulations and Title 25 pursuant the Mobilehome Residency Law. The Park's authority for the new buyer's occupancy within the Park will be conditioned upon such repairs being made prior to the transfer of ownership/sale of the Home.
- E.** The Management reserves its rights under Civil Code §798.73 to require removal of the Home upon transfer in order to upgrade the quality of the Park.

11. GENERAL HOME AND SPACE OBLIGATIONS.

- A. Home Registration.** Homeowner shall furnish to Park a Copy of the registration and insurance of the Home located on Homeowner's space. Homeowner shall furnish Park with a copy of the registration on an annual basis when registration is paid and if any changes occur in the legal or registered ownership. Additionally, the Homeowner shall keep the registration of the Home current at all times and in the name of Homeowner. In the event Homeowner fails or refuses to provide a current copy of the registration, the Park will obtain a copy from Department of Housing and Park Development and the Homeowner will be liable to the Park for reimbursement of the expense incurred in obtaining the registration information. *At all times, at least one person identified as Homeowner on the lease or rental agreement shall be on title to the Home. In the event a person is added to title on the Home's registration, without prior approval of the Park, such person shall not have rights to occupy the Home.*

B. Insurance/Loss. Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's home, all personal property contained therein and other accessory structures, and provide written proof to the Park management of such coverage on an annual basis. The Park is not responsible to Homeowner, Resident, or any Guest for any loss due to natural disaster, fire, accident, theft, malicious mischief, or any other loss whatsoever. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.

C. License. Each Home must bear a current license, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the Home and accessory buildings.

D. Inspections. The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including but not limited to installation of the Home, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Park may require work be completed, and inspect or approve something, it is for the Park's own purpose only and Homeowner 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, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

12. HOME AND SPACE USE RESTRICTIONS, STANDARDS, MAINTENANCE AND APPEARANCE. All Homes within the Park shall comply with the standard set forth in this Rule 12.

A. Compliance with Title 25. Homeowner is responsible for ensuring all aspects of the Home, including utility connections, drainage, space usage, additions and modifications of the Home or any accessory structures complies with all requirements of California Code of Regulations, Title 25. Many of the requirements set forth in this Rule 12 derive from California Code of Regulations Title 25 and often times a violation of one of these Rules is also a violation of Title 25.

B. 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 and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Homeowner is responsible for obtaining any permits required relating to modifications or additions to the Home including accessory structures. Attached to these Rules is Housing and Community Development form 604: "Manufactured Home Alterations and Permit Guidelines" and form 415, the application for permit. Homeowner is responsible for reviewing these forms (including any updates from HCD). Management will endeavor to provide guidance on when a permit is required; however, Homeowner is solely responsible for knowing when and obtaining the applicable permits from the required governmental agency.

Only licensed contractors may install items which are required to be connected to the electrical, gas or water supplies. Homeowner shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park.

Attached to these Rules is the Manufactured Home Alterations and Permit Guidelines issued by California Department of Housing and Community Development (as may be amended and changed from time to time). Homeowner is encouraged to review this

Attachment to understand when a permit is required for Modifications on the Home or the Space.

- C. Prior Approval For Modifications Is Required.** All exterior modifications to a Home, or addition, modification or removal of accessory structures, additions, buildings and/or modifications on a Space, including removal, relocation and replacement of a Home; installation or relocation of sheds or accessory structures; exterior painting; roofing repair or replacement; adding, removing or replacing gutters; installing or replacing fences; addition or modification of landscaping (excluding routine weeding or planting of annuals under 1 gallon in size which will not grow in excess of two feet in height); installation or replacement exterior lighting; or other work to the Home or on the Space which would normally require a permit (including when the work is wholly within the Home) (collectively such work referred to as “**Modifications**”), must receive written approval by Management prior to (1) application for building permits, and/or (2) start of work regardless of the need for permits. Homeowner shall submit an **Application for Modification, Repair or Partial Replacement — Manufactured Home, Accessory Structures and Landscaping** together with any required information for the Park Management to review the proposed Modification. Submittal of the application alone is not sufficient, a written approval must be received. *In addition to these Rules, Homeowner should review the Architectural Control And Landscaping Guidelines for additional terms and conditions.*

Homeowner should always check with Management when planning any Modification to his/her Home or Space before incurring any costs associated with the Modification. Management will endeavor to provide guidance on when a permit is required; however, Homeowner is solely responsible for knowing when a permit is required and obtaining the applicable permits from the required governmental agency. A Homeowner’s lack of knowledge of the need to obtain a permit is not an excuse for the failure to have a permit.

- D. General Maintenance.** Homeowner shall maintain the Space, Home, landscaping and all structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive, weed-free and well-kept fashion and in full compliance with all applicable laws and regulations, including Title 25. 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. Homeowner is responsible for any damage caused as a result of digging upon the Space. Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests.

Prior to digging on a Space, Resident is required to call 811, San Diego Gas & Electric’s dig alert hotline. There are various utility lines that run under the Homes and Spaces and Resident is responsible for any damage their actions cause to the utility lines

- E. Lot Lines and Lot Line Markers.** The lot lines at the perimeter of the Space and the markers indicating the location of lot lines may not be altered, moved, tampered with or covered by Residents. The designated lot line markers are required by law and do not represent a warranted area for use or enjoyment, and are subject to change. Any modification of the lot lines, whether through movement of the markers, placement of fences or other improvements or other encroachments over time are not proof of the location of the lot lines. Residents are obligated to cooperate with Park personnel in changing any lot line or lot line marker to ensure compliance

with HCD requirements and Title 25. The Space is subject to easements, encroachments and the rights of the Park Owner or Management to access the Space from time to time.

- F. Exteriors.** Homeowners must ensure the following: Exteriors of the Home must be kept clean and neat and in good condition and repair. Exterior siding, skirting, awnings or coverings which are rusted, bent, broken; has holes or missing pieces; is buckling failing, peeling, chipped or in any way dilapidated, must be promptly repaired, replaced, painted or maintained. All utility connections must be kept in safe, leak-proof, accessible and operative condition at all times. Tarps, whicker, shower curtains, cloth, clothing or other materials not approved as accessories by management may not be hung from the Home, nor outside of the Home. Proper shade materials include items like umbrellas, sunshades, awnings, trellises, after approval as applicable. Any shade material that becomes ripped, torn or deteriorated shall be promptly removed. The roof, walls, windows and siding to the Home must be maintained to prevent leaks and water intrusion into the Home. There shall be no spray painting of any kind performed within the Park.
- G. Additions to Exterior of Home.** Unless and until the Park provides prior written approval (in its sole and absolute discretion) and, if applicable, the Homeowner obtains a Permit, following are **prohibited**: addition or construction of any awning, covers, portico or other shade structures; installation of electrical outlets or lighting on the Home; and placement of any appliance, including washing machines or dryers.
- H. Solar Panels.** Residents must obtain prior written approval from Management for the installation of any solar panels on the mobilehome or about the Space. The installation shall be done using licensed contractors and with obtaining any necessary permits for the installation. The location of any solar panels, including passive solar panels, shall be placed with the consent of Management to ensure the overall esthetics of the Community.
- I. Windows.** Windows must have complete screens on the portion of the window that opens to the outside. Windows cannot be covered with wood, cardboard, paper, foil or similar coverings and can only be covered on the inside of the Home using proper window treatments (curtains, blinds, shades). A window (including windows within a door) with a broken glass pane must be repaired/replaced within thirty (30) days of the date the pane becomes broken.
- J. Laundry.** Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view on the lot at any time. 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.
- K. Items Outside of Home.** Only outdoor patio furniture and barbecue equipment on the patio or in the yard; and only storage cabinets that are neat and clean and approved in writing by Park management are the only freestanding items permitted outside of the Home. No appliances, indoor furniture (such as couches, bookshelves, and filing cabinets), boxes, plastic bins, crates, cleaning supplies, or chemicals may be kept or stored outside of the Home or an approved storage cabinet. Pop-up tents and temporary shade structures may only be placed outside and used while actually in use but may not be placed continuously for more than twelve-hours without prior written approval of the Park Management.

- L. Storage.** Storage is not allowed under the Home, within the carport or in the yard except within approved and properly placed storage cabinets. All materials or debris gathered or accumulated outside of the Home or a storage cabinet must be removed immediately upon request of management.

Unless specifically permitted by the Park's written statement, nothing may be placed or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Broken, dilapidated, deteriorating outdoor patio furniture or equipment must be promptly and properly disposed of or repaired. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the Home, except hitches, wheels and lights removed from the Home. Unless specifically permitted by the Park's written statement, nothing may be placed or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the Home, except hitches, wheels and lights removed from the Home.

- M. Storage Cabinets (Sheds).** Homeowner may maintain up to two (2) storage sheds on Space and the combined size of the sheds cannot exceed a maximum of 120 square feet. The location, size, height and material of the shed must be pre-approved by Park management. All storage sheds must be of an approved manufactured type of anodized material, painted to match the exterior of the Home, and kept in good condition. Storage cabinets shall be placed on the Space in accordance with Section 1510 of Title 25. Power shall not be run to storage cabinets/sheds without (i) first obtaining the Park Management's prior consent, (ii) using a licensed contractor to install the electrical wiring in accordance with Section 1436 of Title 25, and (iii) obtaining necessary permits for the work.

- N. Exterior Structures Prohibited without Prior Approval.** Any exterior structure, such as a play structure, swing set, jungle gym, trampoline, bounce house, shade structure, awning, portico, gazebo, built-in-BBQ, or similar structures, are prohibited without the Park's prior written approval, and if applicable, the issuance of a Permit. The installation and use of any play structure shall be done at Homeowner's sole cost, risk, and liability and Homeowner shall be required to provide proof of liability insurance.

- O. Trash.** All trash must be kept in a concealed place, and Homeowner shall not litter any area of Park nor shall any trash or rubbish be stored outside the Home. All recyclable items must be kept in Homeowner's shed or trash containers. Trash includes all broken, dilapidated furniture or items; and grass cuttings, leaves, and other yard debris. Residents may not place any hazardous materials in the trash containers and must comply with all applicable disposal requirements, including not placing light bulbs, batteries, paints, automotive oils and such other materials considered prohibited items within the trash containers either for the Space or within the Common Area recitals.

- P. Water Restrictions.** All City, County or State conservation requirements shall be complied with at all times. In accordance with such restrictions Residents: shall not wash down sidewalks, driveways, parking areas, or other paved areas without using a power washer or a hose with a shutoff nozzle; washing any paved areas is only allowed to alleviate immediate safety or sanitation

hazards; water shall be collected and prevented from leaving the Space and entering the municipal separate storm sewer system; and shall not use a hose to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use

- Q. Replacement.** 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 from the date of the break or damage (regardless of whether the Park provides written notice of the same). This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, down spouts, skirting, steps or porch. Homeowner must obtain Park's consent prior to doing any major repair or painting of the exterior of his/her Home or storage shed.
- R. Utility Connection.** The utility pedestal and hookup area must be accessible at all times. Electrical equipment shall have a working space of not less than 30 in. wide and 30 in. deep in front of and centered on the service equipment; all other equipment shall have clearance of 24 in. on either side of same and shall not be covered in any manner. **Each Space is provided by the Park submetered through San Diego Gas & Electric with a 100 AMP 120/240 Volt service for the connection of a Home and all accessory structures.** Homeowner is solely responsible for ensuring the Home's electrical load and usage does not exceed that allowed to the Space. Homeowner is responsible to maintain the utility connections from the pedestal to the Home at its sole cost and expense. Homeowner shall not tamper, inspect, modify, replace, alter or open the utility pedestal for any reason. Homeowner shall not add any additional connections off of or prior to the pedestal. If the Park's gas or water shut-off valves for the main lines are located on Homeowner's Space, it must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.
- S. Electrical Work.** Homeowner may not use extension cords to power lights or appliances outside of the Home. Temporary usage of electrical cords to power holiday lights may be used solely during the month of October and during the period of the Friday after Thanksgiving through the first Sunday of the new year following that Thanksgiving. Homeowner may not install outlets or hardwire lighting on the exterior of the Home without prior written approval and permits.
- T. Carport.** Homes are required to have a carport awning that extends from the street edge of the home back towards the opposite end of lot, a distance of 40 feet or more and must be a minimum of 12 feet wide provided space allows the same. Patio awning must extend from the front edge of the home back a distance of 30 feet and be a minimum of 8 feet wide if space allows the same. If room does not permit a patio awning then the door on that side of the home must be covered with an eyebrow awning. All awnings must be of aluminum material in good condition. No temporary structures like pop-up tents or tents or metal structures not specifically designed as a carport support structure are permissible carport structures. **Under no circumstances may the occupied area of a Space exceed 75% of the Space — "occupied area" for this purpose includes areas consisting of the Home and all accessory buildings or structures such as awnings, stairways, ramps and storage cabinets.**
- U. Breakdown or Deterioration of Physical Improvements.** 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.

- V. Awnings and Skirtings.** All awnings must have down drain gutters that extend to the drainage area of the Park (extend to the streets and not allowed to drain onto another Space). Awnings and gutters must match the color and style of the Home. A manufactured aluminum, vinyl or masonite type skirting to match siding of home is required completely around the home. No wood, wire or other material is allowed. Brick skirting may be allowed; however, it must first have the Park's approval.
- W. Steps/Porches/Patios/Cabanas.** Each Home, where possible, will be required to have two (2) (front and rear) up and oversteps, built in accordance with Title 25, with appropriately sized and located landings, covered with nonskid and weather protected covering and approved railings/guard rails around any porches, platforms, or stairs more than 30" high. Porches, stairs, cabanas, and patios must be covered with the same material to match skirting and of the same color as to match the Home. Bricks and blocks steps are not permissible. Properly constructed wood steps are permissible provided they are made with treated wood so as to not be flammable and are made with proper construction standards. Patios and/or cabanas, including those that are enclosed, cannot be used for habitation purposes and are intended solely as an accessory portions of the Home. Gates are permitted on porches with written approval from Community Management.
- X. Electrical Appliances.** The installation or replacement of any electric heat pumps, air conditioners, or other major appliances must be approved by the Park prior to installation. The Park may require removal of any appliances, including air conditioning units that, in the Park's reasonable discretion, which may adversely affect the Park's utility system or which are installed without prior permits. Under no circumstances are appliances or electrical equipment to be stored or used outside of the Home.
- Y. Air Conditioners/Swamp Coolers.** No electrical, refrigerated, central, window or natural gas air conditioners are allowed to be connected or installed without the Park's prior approval and only upon Homeowner obtaining a necessary permit. If an air conditioning unit is permitted, the unit must be placed on the top of the Home, on the side of the Home or an area near the rear of the Space away from the street and in such a manner as to not disturb or annoy neighboring Spaces.
- Z. Accessory Equipment.** Prior to commencing installation of/or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Park's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner 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 Homeowner within thirty (30) days of receipt of written notice from Park.
- AA. Contractors Performing Work.** Each contractor performing work in the Park on the Park on the Space must be registered with the management, and must be properly licensed and adequately insured. It is the Homeowner'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 Homeowner or for any damages sustained.

BB. 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. All exterior lighting must be designed for outdoor use and shall not be wired or powered through extension cords, power strips or other temporary electrical wiring. Electrical cords for outdoor lighting may only be used to power holiday lighting and only while in use.

CC. 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

DD. Drainage. No one may alter existing drainage grading of the Space without the Park's consent. Homeowner shall maintain drainage such that the drainage shall (i) go off the Space to the streets, (ii) be adequate and directed to prevent overflow into adjoining Park spaces or improper drainage channels, and/or (iii) not permit the collection of standing water under Homeowner's Home and/or adjoining neighbors' Homes. Any water running under a Home must drain completely when the source is turned off, and in the course of drainage, the water must not cause erosion to the manufactured home supports. In the event Homeowner becomes aware of water draining under their Home from either common area landscaping or an adjacent Home, Homeowner must promptly notify Park or the adjacent Homeowner to allow the responsible party to timely take corrective measures.

EE. Placement of Satellite Dishes. This rule applies to the placement on a manufactured home or leased Space of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a resident of the Park 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. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited. Plans for installation must first be approved in writing by Park management.

FF. Placement of Television Antennas. This rule applies to the placement on a manufactured home or leased Space of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive Park, residents are strongly urged to rely on indoor antennas, cable or master antenna

distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, it 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. The antenna must be no higher than 12 feet above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or Space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Park management.

GG. Driveway Maintenance. Homeowner is responsible for the day to day maintenance of the driveway, including, without limitation, the removal of any and all oil, rust stains, or other substances on the driveway. The Park shall only be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by the Park. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by Homeowner (or a prior homeowner of the Space). Homeowner may be charged for the cost of any damage to the driveway cause by acts or negligence of Homeowner, Resident or their Guests or a breach of the Homeowner's responsibilities under these Rules so long as those Rules are not inconsistent with the provisions under *California Mobilehome Residency Law*.

13. LANDSCAPE STANDARDS AND MAINTENANCE.

A. General Requirement. Each Homeowner shall landscape his/her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Park Management's prior written approval. Landscape of Spaces or changes to existing landscape shall be completed within sixty (60) days of the date the rental agreement is signed or issued or the date work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent of the Park prior to digging or driving stakes or rods into the ground.

B. Landscape Standards. The Park's general landscape standards are: (1) The Park encourages Homeowners to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned; (2) If rock is incorporated in the landscape plan, no more than two-thirds of the Space shall be covered with rock. The remaining portion shall be planted with greenery (shrubs, lawn, flowers, etc.). Plastic ground cover must be placed under the rock to prevent weeds from growing up through the rocks; (3) The Park must approve the type of trees planted; (4) No statues, fountains, animal heads (real or otherwise), birdbaths, or fencing is allowed without express written permission of the Park which may withhold said permission at its sole discretion.

- C. Vegetable Gardens:** A small, low-growing vegetable garden, not to exceed one-hundred (100) square feet, is permissible in the rear portion of the Space, provided it is well cared for at all times, including, ensuring it remains weed-free and does not exceed the four (4) foot height limitation and three (3) feet away from the mobilehome or any accessory structures. Tall plants such as corn or sunflowers are not permitted. All debris from the garden shall be promptly collected and properly disposed of so that fallen vegetables or fruit are not permitted to collect on the ground or rot on the plants.
- D. Display of Signs and Flags.** Homeowners may display signs and flags within the windows of the Homes or may place a flag pole attached to the Home provided that (i) the flag pole location does not impede the access view of a neighbor (i.e. limit the visibility of the road from a carport), (ii) the Homeowner receives approval from the Park on the location of the pole and the pole itself does not exceed 4 feet in length. No signs or poles may be placed in the yard area of the Space. No signs or flags may be displayed which include profanity, vulgar or offensive language or which include hate symbols.
- E. Removal of Landscaping.** When vacating lot, you may with the Park's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave 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 next resident of the space and may not be removed without Park permission.
- F. Landscape and Tree Maintenance.** All landscape shall be maintained by the Homeowner in a neat, orderly, clean and weed-free condition, including keeping any trees on the Homeowner's Space neatly trimmed. Trees, including those located on Homeowner's Space, may not be removed by Homeowner without the Park's written consent unless the removal is requested by the Park. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park Facilities. No homeowner may plant a tree within the Park without first obtaining written permission from the park management. The Park may trim, prune or remove trees in the Common Area or on a Space in the Park Owner or Manager's sole discretion. Any trimming, pruning or removal of a tree from a Space will be done after at least 48 hours' notice to the Homeowner.

The Park is responsible for the trimming, pruning, or removal of a tree located on a Space within the Park upon the written request by a homeowner or a determination by the Park that the tree poses a specific hazard or health and safety concern. The Park may, at its own cost, remove, trim, or prune a tree on any Space or within the Common Area that the Park reasonably believes is in need of such trimming, pruning or removal. In the event a tree is determined to pose a health and safety concern by the Park, regardless of a notice by a homeowner, the Park shall have the absolute right to trim, prune or remove a tree located on a Space and/or planted by a Homeowner.

- G. Fence and Wall Maintenance.** Fences and walls are not permitted to be placed on a Space; however, in the event a fence or wall is on the Space (it complies with Title 25 and was placed with the prior Park approval), then Homeowners shall be responsible for repairing and maintaining the fences surrounding their Space. If a fence is in need of replacement, the Homeowner shall submit for approval for the replacement of a fence. In the event a fence or wall deteriorates and becomes unsightly, Homeowner shall diligently replace the fence and/or wall. Fences shall not become rusted, discolored, broken or bent. Fences which become unsightly, deteriorated or broken

and not repaired by the Homeowner may be subject to a 14 day notice to repair or subject to removal. Fences which are used or placed to block, prohibit or limit access to the meters may be subject to removal after proper notice from Management. **Reminder, Homeowner is required to call the San Diego Gas & Electric Dig Hotline prior to digging on a Space, including for placement of a fence or wall posts.**

H. Charge for Failure to Maintain. In the event of failure to properly trim trees, maintain the landscape or maintain the lot in a neat and orderly fashion, upon fourteen (14) days written notice, Park management may enter upon Homeowner’s site and proceed to have such trees trimmed or removed and/or lot maintained and charge Homeowner the amount so incurred as additional rent payable with the next month’s rent.

14. INSTALLATION OF NEW HOMES, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.

A. Prior Approval. Prior to installing any Home, accessory structure, or other development, Resident must submit (pursuant to Rule 12.C above), for Park’s approval, a written plan with drawings to scale, detailing what Resident proposes to construct. It is the Homeowner’s sole responsibility to ensure that the Home satisfies the Park’s Rules and any architectural requirements which may be in place from time to time. The Park Management shall provide written approval or denial within five (5) business days of receipt of written plan. Any items installed without the Park’s written approval must be removed within seven (7) days of notice from the Park.

B. Completion of Structures. The installation of all accessory structures, appliances, equipment or other items must be completed within sixty (60) days after Homeowner signs the Park’s rental agreement or first occupies the Home, whichever is earlier.

C. Landscape Completion. Within sixty (60) days of placing a Home on a Space, Homeowner shall, at his/her expense, landscape, and within thirty (30) days, install awning, and improvements for porches, carport, and utility shed to the satisfaction of management and in accordance with these Rules and Regulations.

D. Home Standards and Compliance. Only Homes which are no more than ten (10) years old from the date of installation may be installed within the Park. Notwithstanding the foregoing, the Park may, in its sole discretion, inspect a Home proposed to be moved into the Park that is older than the requirements set forth herein and provided the Home satisfies the other standards set forth herein, the Park may, but is not required to, approve such Home. Only approved Homes may be brought into the Park.

Homeowner is solely responsible for ensuring (i) the Home, its placement on the Space and all accessory structures thereof satisfies all legal requirements, including California Code of Regulations, Title 25; and (ii) obtaining any and all required permits for the removal of an existing Home, transportation of a Home into the Park, set up of a Home, set up of the Home, construction of accessory structures or any other permit or approval required.

Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident’s Space. No “homemade” structure is permitted, but accessory equipment

and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.

All new Homes to be placed within the Park shall satisfy the general Home standards outlined herein below and shall comply with all local, state and federal requirements for a Home.

- 15. VARIANCES.** The Park may, in its sole and absolute discretion, but is not required to, grant a variance to a Homeowner, on a case by case basis to the Home and Space Use Restrictions, Standards, Maintenance and Appearance as set forth in Rule 12, the Landscape Standards and Maintenance as set forth in Rule 13, and the Installation of New Homes, Accessor Equipment, Structures and Appliances as set forth in Rule 14. Any variance granted is not a waiver of the Park Owner or Manager's right to not grant a variance for other Homeowners and under no circumstances will a variance be granted for any item which is not in compliance with all applicable Laws.
- 16. ENTRY UPON RESIDENT'S SPACE.** Park Management shall have a right of entry upon the Space for maintenance of utilities, reading of utilities, for maintenance of the Space where the Resident fails to maintain the Space in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a Home without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the Home.
- 17. BREAKDOWN OR DETERIORATION OF PHYSICAL IMPROVEMENTS.** 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
- 18. OCCUPANCY QUESTIONNAIRE.** Resident shall complete, sign and provide to the Park, on five (5) days written notice, an occupancy vehicle questionnaire and vehicle registration. Such questionnaire/registration shall contain the following: names of all occupants residing within the Home (including Homeowners, Residents, Extended Guests or other persons not otherwise listed on the rental/lease agreement); nature of the occupancy for each person so named; the legal and registered owner of the Home; names and addresses of all lienholders for the Home; a copy of the registration card or certificate of title issued by the applicable governmental agency for the Home occupying the Space showing the Homeowner identified on the rental agreement as the owner of the Home; and license plate, make, model and description of vehicles parking on the Space or associated with any person residing in the Home.
- 19. HOLD HARMLESS.** Homeowner agrees that all personal property including the Home placed on the site shall be placed and maintained at Homeowner's risk and Park Owner 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. Homeowner

further agrees to hold Park Owner harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.

- 20. FEES.** All fees chargeable to the Homeowner pursuant to the Lease and the Rules and Regulations, including, but not limited to, late fees, returned check fees, guest fees, maintenance or storage fees shall be deemed “additional rent.”
- 21. COMMERCIAL ENTERPRISE OR SOLICITATION.** No Homeowner 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, and no signs advertising such sales elsewhere are allowed. No commercial solicitation is permitted in the Park. Other solicitation may be permitted only with prior approval by management. Only In-Park Services are permitted.
- 22. PARK PERSONNEL.** Residents shall not request assistance from Park employees for personal reasons during their working hours, except in emergency situations. Any Resident hiring any Park employee hereby understands that that employee is not covered by insurance by the Park for private jobs that they might do for Residents during their off-hours time.
- 23. HOMEOWNER COMPLAINTS.** Homeowner complaints regarding Common Areas 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 typed written or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the residents 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 Homeowner when appropriate. Documentation of Homeowner 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 or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files.

Should the situation escalate into a Park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, 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 Park’s management in the Park office.

- 24. NOT A SECURED OR SECURITY PARK.** Homeowner acknowledges, on behalf of Homeowner and all other persons residing in the Home or their guests, that the Park is not a “security community” or a “secured community.” The Park utilizes security cameras for the purpose of reporting incidents to either the Owners, managers or its legal counsel or to the proper authorities. The presence of any security patrol or security cameras is not intended to intervene with any Park related incident and are not there to provide personal security to Homeowner or other residents. No representations or warranties have been made that the Park is secure from theft or other criminal acts which may be perpetrated by any homeowner, resident, guest or other person. Homeowner hereby agrees to release and discharge and to hold Park Owner free and harmless against any criminal activities, property

damage or personal injury to Homeowner, the members of Homeowner’s family, guests, or other persons of all types and kinds without limitation. This release establishes a release of liability no greater than the fullest extent permitted by law and shall not be construed otherwise. The Owner reserves the right to discontinue the use of security patrols at any time without notice to Homeowner. **In the event of criminal activity, Residents are to contact the proper authorities. In cases of an emergency 911 should be utilized as the Park and Management will not act as security or police in any manner.**

25. REVISIONS OF RULES AND SEVERABILITY.

- A.** Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.
- B.** If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

HOMEOWNER(S) ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THESE RULES AND REGULATIONS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS HEREAFTER AMENDED IN ACCORDANCE WITH SECTION 798.25 OF THE CALIFORNIA CIVIL CODE.

Date: _____

HOMEOWNER

SPACE NO.

HOMEOWNER