

RULES AND REGULATIONS

of

SKYLINE RANCH COUNTRY CLUB

April 1, 2024

Equal Housing Opportunity Provider

**We do business in accordance with
the Federal Fair Housing Law**



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

**This park is designated as
“housing for older persons”
with minimum age requirements for residency**

**PLEASE NOTE: The PARK retains the right to change, alter,
amend or delete any age requirement as allowed by applicable law.**

**SKYLINE RANCH COUNTRY CLUB, LLC
dba Skyline
18218 Paradise Mountain Road
Valley Center, California 92082
(760) 749-3233**

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within Skyline Ranch Country Club, LLC dba Skyline (the “Community,” “Park,” or “Skyline Ranch Country Club). Because ours is a mobilehome community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner, and applied and complied with on an impartial basis. The spirit behind these guidelines is in the Golden Rule: “Do unto others as you would have others do unto you.” We trust we will have your complete cooperation not only to keep Community standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort. Resident will not do anything to unreasonably adversely affect other residents, their guests, the Community Management or the Owner.

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

2. COMMUNITY STATUS.

Skyline Ranch Country Club is designated as housing for older persons. At least one occupant, who has signed the rental agreement for Resident’s Homesite, must be fifty-five (55) years of age or older, and all other Residents must be a minimum of forty-five (45) years of age or older. In no event may a guest who is under forty-five (45) years of age occupy the Resident’s Homesite longer than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year, unless expressly exempted by Civil Code § 798.34. Any guest who is occupying the Homesite pursuant to Civil Code §§ 798.34(c) or (d) and who does not meet the minimum age requirements set forth in this provision may not remain in the Park upon the death of Resident.]

Skyline Ranch Country Club retains the right to change, alter, amend or delete any age requirement in the future or to discontinue minimum age standards entirely, as allowed by applicable law.

3. DEFINITIONS.

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

A. “Community” or “Park” means SKYLINE RANCH COUNTRY CLUB, LLC, SKYLINE RANCH COUNTRY CLUB, or SKYLINE.

B. "Community facilities" means those services and facilities of the Community generally available to Residents and their guests.

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

D. "Guests" includes all of Resident's companions, agents, employees, persons sharing the Homesite pursuant to Civil Code §§ 798.34(b), (c), or (d), invitees, permittees or licensees or other persons in the Community or on the Homesite at the invitation, request or tolerance of Resident; such persons do not have the right to occupy Resident's mobilehome as a member of Resident's immediate family as defined by Civil Code § 798.35. "Guests" also include any Residents who are not homeowners.

E. "Homeowner" or "Resident" means the person or persons signing this document. Homeowner also refers to a person with tenancy for a Homesite in the Community.

F. "Homesite" or "Space" means the real property rented to Homeowner by Owner and the Community. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the Homesite as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The upper boundaries of the Homesite end at the top of the roofline of the Resident's mobilehome. The rental of the Homesite does not include any right or easement for *light or view*. Regarding maintenance of the Homesite, Resident shall be responsible for the greater area as defined by this paragraph.

G. "Mobilehome Residency Law" or "MRL" means the most current version of the California Civil Code §§ 798 et seq. and as may amended from time to time.

H. "Owner" includes, but it is not limited to, the owners of the Community (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Community (herein referred to as the "Community Management").

I. "Resident" is a homeowner or other person who lawfully occupies a mobilehome. A prospective homeowner, purchaser, or those persons listed towards the end of the Rental Agreement or Lease Agreement as "Lessee" who have not been approved for tenancy by the Community and have not closed escrow on the

mobilehome occupying the Homesite shall not be deemed a "Homeowner" or "Resident."

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

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

B. Resident and Guests shall also comply with any and all applicable local, state and federal laws relating to their mobilehome, their Homesite and their conduct in and about the Community.

C. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in Homeowner's rental agreement, and the rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner/Community Management.

D. Community Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Community Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Community Management and each Resident individually. Resident agrees that he is not a third-party beneficiary of any other agreement between Owner/Community Management and any other Resident in this Community.

E. Resident must recognize that Community Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Community. Community Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the guest of another Resident, Resident should attempt to reasonably resolve any such problem.

F. Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner and Resident agree that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such rules or regulations, term, or condition, or to allow a condition which violates a rule or regulation, applicable law, term or condition to exist or continue to exist.

G. If any of these rules are violated, the Community may bring an action against Resident to evict Resident or bring any other action which is otherwise permitted by the Mobilehome Residency Law, or bring an action against the resident for declaratory relief with the FCC (dealing with Reception Devices noted below) or any court of competent jurisdiction after notice and opportunity to be heard. To the extent permitted by law, the Community may be entitled to recover from the offending Resident possession of the space, damages proximately caused by Resident's conduct, reasonable attorneys' fees, costs and expenses incurred by the Community in the enforcement of these rules and any other sums or remedies as may be permitted by law.

H. Resident is financially responsible for any damage or injury to persons or property caused by Resident, members of Resident's household or Resident's Guests.

5. COMMUNITY PERSONNEL.

Owner shall be represented by Community Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Community's Owner. At all times, Community Management must be treated with dignity and respect by Residents and Guests.

6. GUESTS.

A. For any guest who stays with Resident more than twelve (12) hours a day or overnight for a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident may be charged a guest fee of \$10 for each day following the expiration of such grace period; or an additional \$50 per month for each additional person residing at the Homesite in accordance with subsection B. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d). Guests sharing Resident's mobilehome pursuant to Civil Code § 798.34(c) must comply with that section. A person required to be licensed shall provide a copy of his or her respective license to the Community at the time of application for guest status.

B. Before any additional person (other than the ones listed towards the end of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must ensure that such person is at least forty-five (45) years of age and must comply with the following: (1) register with Community Management; (2) complete an application for tenancy; (3) be approved by Community Management as if the person was going to be a homeowner; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Community Management. **However, no such person or registered guest, no matter how long they live in the Home, will have any rights of tenancy in the Community in the absence of Resident.**

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

D. Community Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their guests; therefore, Community Management may refuse any guest access to said facilities if the guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and guests who are then using the facilities.

E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.

F. If Resident will not be present, then no guests may occupy or otherwise use Resident's mobilehome without Community Management's written consent. If a guest has received written approval by the Community, such guest may be permitted to occupy Resident's mobilehome and to use the Community's recreational facilities.

7. MOBILEHOME OCCUPANCY.

A. The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional occupant. A bedroom is defined as a living space which is designed for sleeping and which has closet space, but does not have plumbing.

B. At all times, at least one person who regularly occupies the mobilehome must be the registered owner of the mobilehome and must be a homeowner of the Homesite.

8. MOBILEHOME STANDARDS.

A. Mobilehomes. To ensure architectural compatibility, construction and installation standards, all incoming mobilehomes must be doublewide mobilehomes, manufactured homes, or modular homes which are new, have not previously been registered, and must be pre-approved by Park Management before installation. The only exception is for Homesites that cannot accommodate doublewide mobilehomes, which shall first obtain Park's express, prior, written consent. Mobilehomes may only contain a maximum of three bedrooms that are constructed in compliance with the California Code of Regulations, Title 25 and all other applicable laws, codes and standards and must have detachable hitches. The Community has only 100 - Amp Electric Pedestals. It is Resident's responsibility to check to determine that Resident's mobilehome is compatible with the Community's utilities and pedestals for gas, electricity and water. Under no circumstances may any Resident or Guest touch, alter or tamper with the Community's utilities and pedestals for gas, electricity and water. Such utilities and pedestals for gas, electricity and water are the sole property of the Community.

B. Mobilehome Sizes. All mobilehomes in the Community shall conform in size to the requirements of the Homesite on which they are placed as established by Community Management. Placement of mobilehomes shall be determined by Community Management.

C. Mobilehome Occupancy. The number of occupants of a mobilehome shall be limited to two (2) persons times the number of bedrooms present in the mobilehome, plus one (1) additional occupant. A bedroom is defined as a living space which is designed for sleeping and which has closet space, but does not have plumbing.

D. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobilehomes by Resident shall be completed within sixty (60) days of the date Resident signs the Community's rental agreement or first occupies the mobilehome, whichever is earlier.

(1) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.

(2) Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Community Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plan must include, but may not be limited to, dimensions of mobilehome, placement of mobilehome on the Homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.

(3) Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Community Management.

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

(5) If Resident does repair or replace Resident's Home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming mobilehomes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval.

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

(7) Resident is responsible for making sure that Resident's Home and all appliances and equipment in the Home are compatible with the electric service and capacity now available, and Community and Owner shall have no liability or responsibility to Resident if the available electrical supply is incompatible. Resident agrees not to install electrical appliances, which will use energy in excess of the electrical service and capacity available to the Homesite. Resident also agrees that Resident will not attempt to increase the electrical service and capacity of your space by installing any device or doing anything else unless you have received our prior written permission. Any work on the Community's Electrical pedestal shall be done by the Community in its sole discretion. If Resident's electrical demands exceed the capability of the Community, or are otherwise inconsistent with the capabilities of the Park, Resident will be deemed to be in default under Resident's rental or lease agreement and Resident will, in addition to all of the remedies available to Community, reimburse Community within ten (10) working days for any costs and expense Owner incurs in remedying the situation created by Resident's use of excessive or inconsistent electrical demands. Resident also agrees to indemnify and hold Community and Owner harmless against any loss, cost, damage, expense (including attorneys' fees and cost) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of Resident's electrical demands. As the amount of such electrical services and capacity will affect Resident's ability to have electrical appliances, Resident must determine in advance from us in writing the amount of electrical service and capacity available to Resident's Home and all appliances and equipment in it are compatible with that service and capacity.

E. Standards for Incoming Mobilehomes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming manufactured homes and for all new construction and installations (including repairs and replacements):

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

(2) Sewer System. Due to the limited capacity of the Community's sewer system, Resident must receive prior approval before installing any washing

machine, garbage disposal or dishwasher. To ensure acceptable loads to the sewer system, Resident's application for approval for these appliances may be denied.

(3) Air Conditioners. Because the capacity of the Community's electrical system can be adversely affected, no additional air conditioners may be installed at the Community without prior approval of Community Management. Evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident.

(4) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of an approved material matching the exterior material of the mobilehome. Porches shall be a minimum size as determined by Community Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material. All steps must meet Title 25 requirements, be of good manufactured quality and side faced to match the mobilehome's exterior. Steps must have approved guardrails and handrails, as required by law, including California Health & Safety Code and Title 25 of the California Code of Regulations. The temporary steps provided by the mobilehome dealer must be removed from the Homesite no later than sixty (60) days from the date the mobilehome is moved into the Community. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the mobilehome. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type.

Only outdoor patio furniture may be used on the patio, porch, yard or other portions of the space. Indoor furniture sofas, chairs, tables, pillows, and blankets are prohibited.

(5) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on Resident's Homesite with prior written approval of Community Management; however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed. Shrubbery may also be used for windbreaks or for privacy.

(6) Window Treatments. All windows must have genuine window coverings such as draperies, curtains, blinds or other aesthetically pleasing window coverings, and they must be maintained in good condition and repair at all times. No aluminum foil, sheets, blankets, plywood, paneling, newspaper, shopping bags, paper material, paint or other material not designed as window covering, shade or screen may be used as insulation on windows or as window coverings in any location in or on the mobilehome. No awnings, shades, screens blinds, or other similar items shall be located outside the mobilehome without management's advance written approval. No lattice (wood or plastic) is permitted.

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

(8) Carports. Resident is required to install a carport which extends in length from the front to the rear of the mobilehome and in width from the mobilehome to the opposite edge of the driveway. Carport extension posts or stanchions that exceed the width of the driveways are allowed, assuming they meet Title 25 Regulations and all applicable permits are obtained by Resident prior to construction or modification.

(9) Awnings. Awnings are required on all mobilehomes. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the mobilehome. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type in accordance with the Community standards. Nothing may be attached to upright supports of either a patio cover or carport.

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

(11) Facias and Flashing. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobilehome and the awnings. This fascia shall be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof, the fascia shall be of the same material as the roof.

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

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

(14) Earthquake Bracing. If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations.

(15) Exterior Storage Building. Resident may install one (1) storage building upon obtaining prior written approval from Management. The storage building shall not exceed a floor area of 120 square feet. Any previously approved exterior

storage buildings are grandfathered-in. Community Management must approve the type of storage building and where the storage building(s) will be placed. All storage Buildings must be of an approved manufactured type or built of approved materials, must meet applicable building code requirements and regulations, and the roof and siding must match or conform the exterior of the mobilehome.

(16) Exterior Appliances. Electrical appliances outside of the mobilehome are not allowed. This includes, but is not limited to, washers and dryers, refrigerators, freezers, hot plates, cooktops, ranges and ovens, or microwaves.

(17) Fences. No fences may be installed upon Resident's Homesite that exceed four (4) feet in height. Fences must be set back four (4) feet behind the front of the home and must be made only of approved Park materials and specifications. Access points must be free and clear of obstructions. No gates are allowed across the driveway. Chain link fences are prohibited. Fences on corner lots shall not obstruct traffic visibility of street intersections. Prior to installation, any Fences and Fence material must obtain prior written Community approval.

(18) Corner Lots-Special Standards. Management retains the right to make additional requirements for corner spaces or spaces located in unique locations.

(19) Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna (collectively "Reception Device") on Resident's Home:

(a) In order to maintain an attractive Community, Residents are strongly urged to rely on only indoor broadcast devices like cable T.V., internet and/or fiber optics, as opposed to installing an outdoor reception device.

(b) Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted. Any permitted satellite dish must not be visible from the streets or common areas of the Community. For safety reasons, Reception Devices and masts may be only as required to receive acceptable quality signals. **Important: If installing the Reception Device on the ground will make it less visible than if installed on the Home, Residents are encouraged to do so. A Reception Device may NOT be installed on the ground without Community Management's prior written permission, which may be withheld in its sole discretion, unless such location interferes with the quality of reception. The Reception Device must be located to the rear of Resident's mobilehome, unless such location interferes with the quality of reception.**

(c) Any Reception Device shall be installed and secured in a manner that complies with all applicable codes, state and local laws and regulations and manufacturer instructions. Every Reception Device must be installed and secured so that it does not jeopardize the safety of any neighboring property or any person located at or near the Reception Device. In addition, no Reception Device may be installed or

placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection.

(d) Resident shall be solely responsible for the maintenance and repair, including any and all costs associated therewith, of any installed Reception Device at the Homesite and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard.

(e) Every Reception Device must be painted an appropriate color to match the surrounding environment and so it is least visible.

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

(g) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than three feet (3') above the highest point on Resident's mobilehome or the rooftop of an adjacent structure without Community Management's prior approval, unless such location interferes with the quality of reception. Any antenna must be properly installed and secured to comply with all laws, codes and manufacturer instructions. Only operational television antennas are allowed. In other words, if you are no longer using the signal from the television antenna, then it must be removed from the Home and Homesite.

(h) Any application for a Reception Device and mast taller than three feet (3') must include a detailed description of the proposed structure and anchorage of the Reception Device and the mast, accompanied by a written explanation in support of extending the Reception Device and mast higher than three feet (3'). Should Community Management determine that the installation of a Reception Device and higher than three feet (3') above the roofline will pose a safety hazard to persons or neighboring property, the Community may prohibit such installation.

(i) In addition, a mast installed on the exterior roof of any Home or other structure shall not be installed nearer to a lot line than the total height of the mast and Reception Device structure above the roof of the Home or other structure. The justification for this regulation is to protect persons and property from injury if the mast and Reception Device fall. No Reception Device or its mast may be installed in such a way that it encroaches onto common areas or the space of another Resident.

(j) Residents shall be responsible for the maintenance and repair of each Reception Device that he/she install and shall not allow any such Reception Devices to fall into disrepair or to become a safety hazard. Residents are solely responsible for all cost associated with any Reception Device that Resident installs even if the Reception Device meets all of the requirements of these rules including, but not limited to, all cost to (i) repair, maintain, relocated and remove any such Reception Device, (ii) repair damage to other property caused by the installation, maintenance or use of any such Reception Device, (iii) pay medical expenses incurred

by any person injured by the installation, maintenance or use of any such Reception Device, and (iv) reimburse and hold Community and Owner harmless for all damages caused by the installation, maintenance and use of any Reception Device.

(k) If a Reception Device installation poses a severe safety risk, then the Park may seek injunctive relief to prohibit the installation or to seek removal of the Reception Device or other appropriate relief.

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

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

(n) Only Residents may cause to be installed a Dish, Broadcast Antenna, or other Reception Device which is preapproved by Community Management.

(20) Flagpoles. Only small flagpoles, which do not exceed fifteen feet (15') in height, are allowed. If the flagpole is to be mounted to the front of the Home, then the length cannot exceed four (4) feet.

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

(22) Water Softeners. Any water softener or water filters which discharge in the Community's sewer system or septic system is prohibited.

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

G. Work Done By Contractors. Management must give prior written approval of all work to be done by contractors in the Community. The Community requires all permitted work to be done by licensed, insured and bonded contractors. Proof of adequate liability and Worker's Compensation insurance is required before any work is done in the Community and the Homesite. No liens against the Community will be allowed, and Resident agrees to immediately take any and all action to remove the same, and protect the Community at Resident's sole cost.

H. Non-Responsibility of Community. The Community is not responsible to inspect and approve any work done by Resident or by Resident's contractors or agents, including, but not limited to, the installation of your Mobilehome, driveway, walkways fences or any other equipment or improvements of any type. To the extent that Community may inspect or approve something, it is for Community's own purpose only and Resident is not entitled to rely on that inspection or approval to ensure that the

items have been installed or constructed correctly or that the work has otherwise been done as required. Instead, Resident is responsible for all required inspections, permits and approvals. Resident is solely responsible for any work which is improperly done and which causes any damage to Community or other residents in the Community.

I. Architectural Standards of Community. The Community's Architectural Standards are incorporated herein by reference.

9. LANDSCAPING.

A. Landscaping of non-landscaped homesites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Community's rental agreement or first occupies the mobilehome, whichever is earlier.

B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Community Management for approval.

(1) All changes made by Residents already residing in the Community must be completed within sixty (60) days of approval.

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

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

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

C. The Community maintains the following standards and requirements for landscaping, plants, ground covers, and outdoor decorative features.

(1) Drought resistant ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same.

(2) Resident shall not, unless authorization is given by Park Management, remove any plants upon Resident vacating the Park.

(3) Park Management expressly prohibits the use of any manures or odorous chemical fertilizers.

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

(5) Some form of planted drought resistant ground cover, acceptable to Park Management, is required.

(6) Redwood bark, wood chips or decorative rock (no larger than 3/4"), with an underlining of plastic or landscape fabric for weed control, may be used by the Resident. All decorative rock must be washed frequently. Additional bark, chips and/or rock must be added as necessary, to ensure that there is sufficient material at all times to adequately cover the area over which the bark, chips or rock is spread.

(7) No large trees or tall plantings are permitted. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Resident's Homesite only with prior written approval of Park Management. Park Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system.

(8) No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

(9) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Homesite providing it is out of view from the Park streets. Resident must contact Park Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited. No rotten fruits or vegetables may remain on the Homesite. Mulch piles are not permitted. Resident is prohibited from using any soil additive which creates or emits any odor which may annoy or disturb other Residents in the Community.

(10) To avoid damage to underground utilities, Resident must have Park Management's prior written consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident. In addition, prior to beginning any digging on the Homesite, Resident must contact, as area appropriate, Dig Alert (www.digalert.org) or Underground Service Alert ([www.California 811.org](http://www.California811.org)) or "Call Before You Dig" in order to locate and mark out all utility lines in digging area. Resident is responsible for damage to any of the Community or utility company's utility lines caused by Resident or Resident's agents. All holes in ground must be filled and leveled.

(11) The existing drainage pattern and grading of the Homesite may not be changed without Park Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobilehome into the street, but not onto other homesites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's mobilehome or repairing and/or replacing any improvements.

(12) Due to safety concerns, as well as concerns regarding violations of federal law, marijuana, opium, and similar illegal plants are expressly prohibited from being kept or planted: (a) in the mobilehome or recreational vehicle; (b) anywhere around or in the Homesite; and (c) anywhere on the premises of the Community. With respect to safety issues, the Community Management is concerned as to avoiding the violent crimes associated with the presence of these substances within the Community, and the dangers such crimes pose to Residents and their guests or invitees.

D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Resident. Such maintenance shall include, but not be limited to:

(1) The frequent (at least once each week) mowing of any lawns. Park recommends you replace lawns with drought resistant plants to conserve on water. Any new installations may not include lawns, only drought resistant plants.

(2) The removal of weeds and debris at all times.

(3) The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobilehome or awning. In no event shall Resident's landscaping be allowed to over-hang onto another Resident's Homesite or any common areas of the Park, to exceed the height of Resident's mobilehome, or to obscure the vision of persons driving in the Park.

(4) Unless otherwise required by the MRL, Park Management shall be only be responsible for the pruning, trimming and/or removing of trees in the common areas. The Resident is responsible for trees on their Homesite and is required to properly trim their own trees. For pruning, trimming, and/or removing Oak trees, or any other trees on Resident's Homesite, Resident shall ensure compliance with the County Ordinance, or any other applicable statutes, laws, or regulations.

(5) Resident will not trim trees or shrubs on Park property other than on his or her Homesite without Park Management's written consent.

(6) When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the Homesite.

E. Water Usage and Conservation:

(1) Resident Covenant. Resident hereby covenants with and for the benefit of the Park Management to comply (and to use reasonable efforts to ensure that their guests or invitees also comply) with all laws, ordinances, and rules imposed by or on behalf of all government agencies with jurisdiction over the Community as to amounts or timing pertaining to usage of water, including within the Resident's Homesite, as well as within any portion of the Park (collectively, "Water Laws"). The

Resident agrees to conserve on water usage to the greatest extent possible in view of the ongoing drought in California.

(2) Responsibility for Fines. Without limiting the generality of the foregoing, the Resident also agrees that Resident shall be responsible to pay any and all fees or fines, however denominated (collectively, "Fines") incurred by the Community Management based on the Resident's (or their Guests or invitees) non-compliance with any Water Laws that may be in effect, as the same may be modified from time-to-time. In the event that the Park is assessed Fines based on the usage of water by Residents (or their guests or invitees) in violation of any such Water Laws, Resident further agrees to reimburse the Park for any such Fines paid by the Park to any government agency or officials with interest at the rate of eight percent (8%) per annum, from the date paid by the Park until reimbursement is made in full by the Resident.

(3) Posting Notice Regarding Amendments to Water Laws. In event that the local, city or county authorities in the jurisdiction where the Park is located impose any more restrictive provisions as to water usage, whether with regard to the days or times that watering, doing laundry or other actions or activities which entail water usage may occur or be performed, or otherwise, then the Resident understands and agrees that the Park Management shall post notice of same at the Park Management office as well as in any common areas such as the clubhouse or pool, as the case may be, and Resident agrees to comply with all such postings as to additional or more specific restrictions that may be imposed from time-to-time under the Water Laws.

10. GENERAL MAINTENANCE OF HOMESITE.

A. Storage. Storage of anything beneath, behind or on the outside of the mobilehome is prohibited and a violation of the California Code of Regulations, Title 25. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

(1) Only outdoor patio furniture and barbecues approved for use by Community Management may be used on the patio, porch, yard or other portions of the Homesite.

(2) No towels, rugs, wearing apparel or laundry of any description may be hung outside of the mobilehome at any time.

B. Maintenance and Appearance of Homesite. Resident shall at all times maintain Resident's mobilehome and Homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's mobilehome and Homesite on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobilehome and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times. Resident's obligation applies, without limitation, to the following: Resident's mobilehome; all accessory equipment and structures; walkways; plantings; any banks

or slopes located on Resident's Homesite; any utility connecting lines from the meter or utility pedestal to Resident's mobilehome.

(1) Exterior Painting. The exterior paint on Resident's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Community. Written approval must be obtained from Community Management prior to any painting. Any change in color requires advance written approval of Community Management. Painting of the mobilehome must be done by a licensed, insured, and bonded. At least three days' advanced written notice must be given to Community Management before any painting of the Home or accessory structures is commenced.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

(3) Driveway and Street Area. Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Community. Residents shall keep the street area in front of their Homesite free from debris emanating from Resident's Homesite.

(4) Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's mobilehome has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the mobilehome from the Community at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the Rental Agreement, unless Resident has given Community Management sixty (60) days' written notice that Resident is vacating the tenancy.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Homesite.

(1) For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials).

(2) No hazardous substances may be stored on the Homesite, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the mobilehome and/or storage building).

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

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

D. Utility Pedestals. The utility pedestals (gas, electricity and water and other utility hookups) are the property of the Community and must be accessible at all times. If one of the Community's water shut-off valves is located on Resident's Homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas or water. All drain and line connections must be gas and watertight and meet the requirements of the California Code of Regulations, Title 25.

E. Licenses and Fees. All mobilehomes within the Community must bear a current license and decal issued by the appropriate agency of the State of California as required by State Law. Any fee, tax or registration charge for Resident's mobilehome by any county, state or federal agency must be paid by Resident. Resident shall provide to Community Management, on three (3) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development or other appropriate agency for the mobilehome occupying the Resident's Homesite. In addition, all mobilehomes must bear the appropriate and legible *insignia* in order to be bought and sold.

F. Exterior Lighting. Any lightbulb used on the exterior of Resident's mobilehome may only be a maximum of sixty (60) watts and must be aimed only to portions of Resident's Homesite, but not to any other Resident's Homesite or mobilehome. Only UL approved Christmas lights and decorations shall be used on Resident's Homesite. Any decoration and/or lights used on the outside of Resident's mobilehome must be UL approved and are subject to Community Management's approval. Christmas lights and decorations may be displayed only after Thanksgiving, or

fixtures that are overly bright are allowed to face or shine onto the streets. but no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year. No bright security lighting on motion sensors

G. Mailboxes. Mail will be delivered by the United States Postal Service to mailboxes located throughout the Community. Individual mailboxes shall be Resident's responsibility and shall be maintained in good condition, including, but not limited to, periodic cleaning and repainting as necessary. The Community has also installed mail tubes at each Homesite for official Community communication. Such tubes are not to be used for any other purpose.

H. Garbage and Trash Disposal. Garbage must be wrapped and with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed in an approved container.

(1) Sanitary and health laws must be obeyed at all times.

(2) Combustible, noxious, or hazardous materials should be removed from the Community and not placed in Resident's containers.

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

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

(5) Trash will be picked up periodically by the local refuse hauler. A maximum of two (2) approved containers may be placed at Resident's curbside; no materials may be left outside of the two approved containers per Homesite. Empty trash containers must be promptly removed from the street and stored in a storage shed or otherwise not be visible from the street or an adjacent mobilehome.

I. Prohibition against Waste, Nuisance and Unreasonable Annoyance. Resident agrees not to do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their properties. Resident also agrees not to permit any act or maintain or permit to be maintained any condition on Resident's Homesite or Home which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Homesite, Community, or any person or property within the Community.

11. ADVERTISEMENTS.

A. All exterior advertising flags, including, but not limited to, for sale signs, open house signs and garage sale signs, are prohibited. However, Resident may place a sign in the window of the mobilehome, on the side of the mobilehome or in front of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall conform to the type of signs and not exceed the dimensions permitted by the

Mobilehome Residency Law; such sign shall state only the name, address and telephone number of the owner of the mobilehome or Resident's agent.

B. Signs or banners are not allowed to be posted within the Community, on the exterior walls of the Community, or on individual units, fences, driveways or sidewalks other than as allowed in the then-current provisions of the Mobilehome Residency Law. Political campaign signs may not exceed two (2) signs, measuring not more than six square feet and may not be displayed in excess of a period of time from (90) ninety days prior to an election to fifteen (15) days following the election.

C. Signs posted in front of a Home may be of an H-frame or an A-frame with the sign face perpendicular to, but not extending into the street. Any change in the Mobilehome Residency Law or other law affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations. Under Community Rules, a Homeowner may have a "for sale" sign on the Space for no more than a maximum of (6) six months in any (12) twelve-month period. You may not have any "Open House" signs or other similar advertisements, unless approved in advance by Community Management.

D. The Community bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items.

E. "Patio sales" and "moving sales" are expressly prohibited. The Community sponsors two "yard sale" dates annually, one in the spring and one in the fall. Resident will be given approximately two weeks prior notice of the sponsored "yard sale" date by way of the Community's newsletter. Resident will be allowed to conduct a yard sale only on the date set forth in the Community's newsletter. All "yard sales" must be concluded by 3:00 p.m. of the date set out in the Community's newsletter. "Estate sales" are allowed with prior approval of Community Management.

F. "Tubes" are the plastic tubes beneath the U.S. mail boxes at each Homesite. The Tubes are for Community use only to distribute Community notices. Community HOA's and Social Clubs may not use these tubes unless given prior written permission from Community Management. Any other use of the tubes is strictly prohibited.

12. ENTRY UPON RESIDENT'S HOMESITE.

Community Management shall have a right of entry upon the Homesite for maintenance of utilities, to read the utility meters, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, and for the protection of the Community at any reasonable time, but Community Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Community Management may enter a mobilehome without the prior written consent of the Resident in the case of an emergency or when Resident has abandoned the mobilehome or accessory structure.

13. RECREATIONAL FACILITIES.

A. Recreational facilities are provided for the exclusive use of Residents and their accompanied guests.

B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved in advance by Community Management. If alcoholic beverages are to be consumed, a liability insurance binder may be required. No glassware or soft drink bottles may be taken into the recreation areas.

D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Community Residents' Committee, written approval is given by Community Management, and if bingo games are conducted in compliance with applicable law.

E. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. All persons must be fully clothed at all times in the clubhouse and other Community buildings. Footwear must be worn in all Community buildings.

F. No Resident may have more than one (1) guest at any time in the billiard room unless permission is granted by Community Management. There is a maximum of two (2) games if other Residents are waiting to play. The use of pool tables is restricted to persons 18 or older, unless supervised by a Homeowner. Please bring your own billiard balls and cue sticks. Additional rules for the billiard room are posted in and about the recreational facility.

G. Smoking (including e-cigarettes) is not permitted in the clubhouse and other enclosed areas of the Community's common facilities.

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

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

J. No Resident may have more than one (1) guest at any time in the Recreational facilities and swimming pool area. Recreational facilities and swimming pool rules may be changed or revised upon sixty (60) days' notice to Resident, or in accordance with applicable law.

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

L. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Community Management two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by the Community Management, the request will be granted. All special events, parties, dinners, or social events must be open to all Community residents.

M. Residents reserving the facilities for private events may be required to submit a use fee of \$100.00 and a refundable cleaning deposit of \$100.00 five (5) days in advance of the event. The Homeowner who reserved the Clubhouse must be present at all times. This applies to both Homeowner parties and outside guest parties. All meetings, gatherings, or parties must be approved by Management and placed on the Activities Calendar. The deposit or fee may not be required, if the event complies with the provisions of Civil Code §798, *et seq.*

N. Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Community. Resident will, therefore, be required to provide Community Management with information relating to the function so that Community Management may evaluate the function.

O. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

14. GAZEBO, LAKES, OPEN AREAS.

A. Pedestrian and vehicular traffic around the waste water treatment plant is prohibited.

B. Open areas are for the use of all Homeowners and guests. Any guest must be accompanied by a Homeowner at all times.

C. Be considerate of other Homeowners, especially those whose homes are adjacent to open areas. Loud noise and general nuisance activities are not permitted.

15. GOLF COURSE RULES.

A. The golf course hours are posted and may be changed pursuant to the MRL. No Homeowner or guest may start prior to that time. All golf course play must conclude by the time it becomes dark in the evenings, which actual time will vary by season.

B. Guests and minors cannot be on the course unless they are accompanied by a Homeowner, have had golf lessons, are cognizant of golfing etiquette, and have paid the applicable guest fee.

C. No practicing, including chipping or putting, is allowed on the full golf course.

D. All play on the course (except for management approved play), must commence on the first tee.

E. Proper golf attire is required at all times. This includes shirts with collars and soft- spiked golf shoes. Tennis shoes are permitted as well. Absolutely no tank tops or metal golf spikes are permitted. Each player must have his/her own set of clubs and bag.

F. Golf carts must remain on the golf paths at all times and comply with all posted rules.

G. The cart paths are not to be used for recreational walking or jogging; only for golf carts.

H. There is a \$10 charge per guest for each nine holes played by the guest. A container at Tee One is for the guest charge.

I. Management does not assume responsibility for injury, loss of property, or any damage sustained by a member or guests when using the golf facility.

16. SWIMMING POOL RULES.

A. Persons using the pool must do so at their own risk. There is no lifeguard on duty.

B. A Swimming Pool Release Agreement must be signed by Resident before Resident, Resident's children, Resident's guest(s), or any other occupant of Resident's mobilehome may use the swimming pool.

C. All persons must shower before using the pool or spa pool.

D. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.

E. The swimming pool is solar heated only from May 1 to October 31 of each year at the Community's sole discretion. The Lap Pool is not heated. The Spa is heated year round.

F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.

G. It is recommended that children under fourteen (14) years of age should not use the swimming pool or spa pool unless accompanied by an adult. Posted pool signs stating otherwise are in place due to California law.

H. Guests are not permitted to use the swimming pool unless accompanied by a Resident.

I. All persons who are incontinent or who are not "potty trained" are not permitted in the pool.

J. Smoking (including e-cigarettes and vaping) and alcoholic beverages are prohibited in the swimming pool or spa area.

K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa pool with suntan oil or suntan products on her/his body.

L. No one with a skin disease or open wound will be permitted in any of the pools.

M. Shoes or sandals must be worn to and from the pool area.

N. Community Management reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their guests.

O. No glass containers of any kind are permitted in the pool area.

P. Pools hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

Q. No diving in the swimming pool at any time.

17. REST ROOM AND OUTSIDE SHOWER FACILITIES.

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

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

C. These facilities are not provided for the general use of the Residents, other than for the purposes set forth herein. Resident is required to use the shower(s) or bathroom(s) located in Resident's mobilehome, unless doing so pursuant to subsection A.

18. LAUNDRY FACILITIES.

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

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

C. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in the washers.

D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

E. Because in-home washing and drying is increasingly used in the Community, Owner may periodically assess the economic viability and practicality of maintaining the laundry rooms, and should conditions warrant, Owner may close one or more laundry rooms permanently and reuse the land for higher and better purposes, and reduce, replace or eliminate excess machinery and buildings.

19. PARKING.

A. Only "permitted vehicles," up to a total of 3, which must not extend beyond Homeowners driveway, and all of Resident's vehicles defined as "other vehicles" or in excess of 3 in number must be parked outside of the Community. The parking of more than 3 vehicles requires special written permission of Community Management. No vehicle parked in Resident's driveway may extend beyond the front of the Resident's mobilehome or encroach on a fire lane.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, or sport utility vehicles. Not included as permitted vehicles are "other vehicles" such as campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers (except the mobilehome occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation devices.

(2) A pickup truck or van may not, without Community Management's consent, be substituted for one of the three permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent mobilehomes.

(3) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Homesite if used by Resident on a daily basis.

The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Resident is required to use Emergency Flashers when loading or unloading from the streets. Vehicles belonging to repairmen, delivery persons, health care personnel or Park employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided. Someone with a key to the vehicle must be available at all times. All of the above must use safety markers or orange cones when parked in the streets.

C. Vehicles parked on Resident's Homesite may only be parked in the designated driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant homesites. All access to the driveway must be from the front of the driveway, and not from the sides or back of the driveway.

D. Guests may only park in designated guest parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion, and noise, Community Management reserves the right to restrict the number of guests bringing vehicles into the Community.

E. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for guests without Community Management's approval.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Community may be towed from the Community at the expense of the vehicle's owner.

G. Sleeping in vehicles is prohibited.

H. No vehicle may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

I. No permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the Homesite or street more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading.

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

20. MOTOR VEHICLES AND BICYCLES.

A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Park until repaired in order to maintain safety, prevent damage to the pavement and eliminate environmental hazards. The Homesite driveway must be kept free of oil or gasoline spills at all times. All spills, and leaks of any nature are the responsibility of the Resident and must be cleaned, and all residue appropriately dispose of out of the Community. In the event Resident fails to clean the area appropriately, then Park Management, in its discretion, may elect to do so and bill Homeowner for the cost thereof, as allowed by Mobilehome Residency Law.

B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome Resident resides in) may be done on the Homesite without Community Management's consent. This includes, but is not limited to, the changing of oil.

C. In order to conserve water, vehicles may not be washed in the driveway or carport area of Resident's Homesite.

D. For the safety of Community Residents and their guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

E. Pedestrians, electric carts and bicycles shall be given the right-of-way.

F. No vehicle may be operated in the Community by any person who is not properly licensed. All vehicles operated within the Community must be registered and licensed for street usage.

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

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

I. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant homesites or any other paved area. Bicycles must obey the same traffic regulations as cars.

J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

K. Skateboard riding and roller skating are not permitted in the Community.

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

M. Battery powered/electric golf carts are permitted provided the operator holds a valid California driver's license and demonstrates proof of liability insurance for that off-road vehicle. Gas powered golf carts are not permitted to be driven in the Community.

21. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns, is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community which is generally open to Residents and their guests. Residents and their Guests shall not interfere with the operations of the Community or the employees of the Community. Resident and their guest shall not use profanity, or rude, boisterous, objectionable or abusive language or conduct in their interaction with Community Management.

B. Radios, televisions, record players, musical instruments and other electronic devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Community.

C. Residents and their guests shall not encroach or trespass on any other Resident's Homesite or upon any area which is not open for general use by Residents and their guests. All Community property which is not for the use of Residents and their guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Community Management, shall not be used, tampered with or interfered with in any way by Resident.

D. Residents and their guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Residents must acquaint all guests and all occupants of the mobilehome with the Community's Rules and Regulations.

E. The Community's streets shall not be used for the playing of games or sports.

F. Except for barbecues approved for use by Community Management or fireplaces and other appliances installed in Resident's mobilehome, no fires are permitted.

G. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Community Management in violation of any law or ordinance.

H. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's mobilehome and for the actions and conduct of Resident's guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Community's recreational facilities and common areas.

I. The mobilehome and Homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

(1) Any activity requiring the issuance of a business license or permit by any governmental agency.

(2) The leasing, subleasing, sale or exchange of mobilehomes.

(3) Customers of yours coming into the Park on a frequent basis so that traffic or parking problems are created;

(4) Any activity that involves the operation of noisy equipment or results in quantities of materials used in the business being outside the Mobilehome or storage shed;

(5) The law or one of our other rules and regulations or conditions of tenancy being violated;

(6) The Mobilehome may not be modified in any way that creates a multi-family units or anything other than a single family dwelling; and

(7) All proposed business activity must be approved in writing and in advance by Community Management and the Community may, in its sole discretion, refuse permission.

J. Drones are not allowed to be flown in the Park under any circumstances.

22. PETS.

A. Special permission to keep a house pet in the Community must be obtained from Community Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Community Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Community. No more than two (2) pets are allowed per mobilehome.

(1) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed eighteen inches (18") in height when measured at the shoulders in a standing position) are permitted. All dogs must be presented to the Community Management for approval. Guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1 are exempt from the size limitation otherwise applicable to dogs. Vicious or aggressive dogs are expressly prohibited in Community in its sole discretion.

(2) Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.

(3) After moving into the Community, a pet may not be acquired without written permission from the Community Management. Prior to moving into the Community, Community Management must approve all pets before application for tenancy is approved.

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

(5) If any of the rules regarding pets is violated, and such violation is noted by Community Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Community is terminated.

B. The following rules must be strictly followed by all pet owners:

(1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Community Management within seven (7) days of receipt of written request for such information.

(2) Pets must be on a leash not to exceed 6 feet when not inside the mobilehome. Retractable leashes are prohibited to be used inside the Community.

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

(4) Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in the clubhouse or any recreational area at any time.

(5) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's homesite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Community and Community Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.

(6) No exterior pet housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure.

(7) Guests are not permitted to bring any pet into the Community, other than guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1.

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

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

(10) Pets are permitted to be walked in the Community. If Resident's pet is allowed to exercise in Resident's yard or elsewhere in the Community, then regardless of the area, all excrement must be picked up, wrapped in paper and placed in the trash immediately.

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

(12) The conduct rules set in these "pet" rules apply to all service and guide dogs as well.

(13) Any dogs or other pets prohibited by these rules which were in the Park prior to these rules becoming effective are "grandfathered-in" and need not be removed from the Park. However, if such pet or animal dies, then Resident must comply with these Pet Rules before obtaining a new pet or animal.

23. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

A. The nature of the zoning under which the Community operates is as follows: RMH.

B. The Community is not operating pursuant to a conditional use permit which has an expiration date.

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

D. If a change occurs concerning the zoning permit under which the Community operates or an agreement in which the Community is a Lessee, all Residents shall be given written notice within thirty (30) days of such change.

24. RENTING, SUBLETTING OR ASSIGNMENT.

Resident shall not sublease, rent or assign Resident's mobilehome, the Homesite or any rights or interest that Resident may have under Resident's rental agreement, except as permitted by the Mobilehome Residency Law and other applicable law. In such circumstances, the prior approval of Community Management will still be required. If subleasing is required, then Community may place such restrictions upon subletting as are permitted by law, may increase the rent charged to Homeowner as permitted by law, and may amend these Rules and Regulations to include provisions regarding subletting.

25. FIXTURES.

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "fixtures") permanently attached to Resident's mobilehome or embedded in the ground at Resident's Homesite whether installed by Resident or pre-existing as of the date of commencement of Resident's tenancy. Resident shall ensure that such fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such fixtures.

A. Upon the sale of Resident's mobilehome, Community Management may require the repair or improvement of the exterior of the mobilehome and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to mobilehomes. Within ten (10) days of receipt of a written request, Community Management will provide a written summary of required repairs and/or improvements.

B. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Community Management may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the

Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Community's original engineered grade intact.

C. In addition, Resident shall comply with the following requirements before removing any Home from the Park:

(1) Provide the Community with the name and contact information for the mover of the Home.

(2) Require and provide to Community, the mover to be licensed, bonded and have the required limits of insurance coverage. Insurance requirements as follows:

(a) \$1,000,000.00 property and liability insurance;

(b) Worker's Compensation Insurance;

(c) Community and Owner must be added as an additionally insured party;

(d) Community must be provided with a certificate of insurance evidencing the insurance requirements above.

(3) Provide the Community with at least three (3) business days' advanced written notice of the date of removal of Home.

26. INSURANCE.

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner or Community Management would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner and Community Management from any liability therefor. Resident shall provide to Community Management, on seven (7) days' written notice, proof of Resident's homeowner insurance policy (or policies) on Resident's mobilehome (replacement cost) and Homesite (including debris removal up to \$20,000.00). Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's Homesite, mobilehome, or its accessory equipment and structures, Resident will be required to provide to Community Management written proof of liability and homeowner insurance and will be required to make Community Owner, Community Management and Community as additional insureds under such policy (or policies).

27. OCCUPANCY QUESTIONNAIRE.

Resident shall complete, sign and provide to Community Management, on three (3) days' written notice, an "Occupancy Questionnaire." Such executed Occupancy Questionnaire shall contain the following:

- A. The names of all occupants of the Homesite;
- B. Nature of occupancy for each individual named pursuant to subparagraph above, *i.e.*, EXTRA PERSON, RESIDENT, shared tenancy under California Civil Code § 798.34(b), or family member;
- C. The legal owner and registered owner of the mobilehome;
- D. Names and addresses of all lienholders of the mobilehome;
- E. A copy of the registration card or certificate of title issued by the Department of Housing and Community Development or other government agency for the mobilehome occupying the Homesite.
- F. Proof of Resident's insurance policy (or policies) on Resident's mobilehome and that Community Owner and Community are additional insureds under such policy (or policies) with the required coverage noted above.
- G. Proof of age of Resident and all occupants of Resident's mobilehome.

28. SOLICITATION.

The distribution of throw-away newspapers or handbills, door-to-door selling, and door-to-door solicitation are not permitted without Community Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

29. COMMUNITY OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact Community Management after normal business hours. The Community's office phone is for business and emergency use only.

- A. **Except for emergencies, all complaints must be in writing and signed by the person making the complaint.**
- B. All Community business is conducted during posted office hours.
- C. Resident shall not request maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to maintenance personnel. All repair or maintenance requests shall be submitted in writing to Community Management.

30. REVISIONS OF RULES AND SEVERABILITY.

A. Community Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.

B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

31. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.

Prior approval of Community Management must be obtained if the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Community. Among other requirements, any purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy of the Homesite; and (d) execute and deliver to the Owner a copy of the Community's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of mobilehomes to remain in the Community, as allowed under the Mobilehome Residency Law, can be obtained from Community Management upon request. In addition, see the requirements under Paragraph 32 of these Rules and Regulations, which are incorporated herein by this reference.

In addition, the following **Community Escrow Requirements** must be met by the seller and buyer of any mobilehome to remain in the Community:

A. All transfers of mobilehomes to remain in the Community must go through an escrow with an escrow company pre-approved by the Management;

B. Any and all appropriate transfer documentation must be completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

C. All Community approvals for purchaser must be received and previously deposited into escrow, including without limitation, a fully executed Rental Agreement;

D. Title to the mobilehome must have transferred into the name of the purchaser/prospective Homeowner; and

E. Escrow must have closed on the mobilehome prior to the purchaser/prospective Homeowner moving into the mobilehome.

32. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SERVICE OF SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION UNDER CIVIL CODE § 798.55.

A. Upon the service of a sixty (60) day notice to terminate possession (“Sixty Day Notice”) under Civil Code § 798.55, Homeowner may move or sell Homeowner’s mobilehome before the expiration of the Sixty-Day Notice period.

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

C. If Homeowner chooses to sell the mobilehome before the expiration of the Sixty-Day Notice period and have the mobilehome remain in the Community, Homeowner must pay all past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55 (b) (1) and (2). In addition, on or before the expiration of the Sixty-Day Notice period and before a purchaser may occupy the mobilehome, Homeowner is responsible for the completion of all of the following:

(1) Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating);

(2) Purchaser must be accepted as a tenant by the Owner;

(3) Purchaser must execute a new rental agreement or other agreements for the occupancy of the Homesite as required by Community requirements;

(4) Purchaser must execute and deliver to the Owner a copy of the Community’s then effective Community Rules and Regulations and other residency documents;

(5) **IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT OR AN ASSIGNMENT OF THIS AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY.** The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect;

(6) Any and all appropriate transfer documentation completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

(7) All Community approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed Rental Agreement;

(8) Title to the mobilehome must have transferred into the name of the purchaser; and

(9) Escrow must have closed on the mobilehome prior to the purchaser/prospective Homeowner moving into the mobilehome.

D. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Community, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.

E. Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Resident's mobilehome, if the mobilehome is to remain in the Community, Resident shall make all repairs or improvements to Resident's mobilehome, to its appurtenances, or to accessory structures as may be required by Owner, pursuant to California Civil Code § 798.73.5, as amended. Resident shall submit to Owner a request for a written summary of repairs or improvements that Owner requires to the mobilehome, its appurtenances or an accessory structure that is not owned and installed by Owner, pursuant to Civil Code § 798.73.5(b).

33. LOT LINES AND LOT LINE MARKERS.

The lot lines originally established at the time the Park was built will be the lot lines used for all purposes regarding the present and future installation of Mobilehomes and all other accessory structures, equipment and other improvements to the Space. The only exception will be where the originally established lot lines were subsequently changed by us or someone else who owned the Park with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. Community reserves the right to modify any lot lines at any time provided that such modification does not violate any applicable law. If Resident or any prior resident of the Space or any adjoining space has installed landscaping or other improvements that encroach across any lot line and by those actions has established, over an extended period of time (in Community's opinion), that the area encroached on belonged to and is allowed to be used by that Resident, then Resident or residents of any adjoining homesite may be permitted to continue to use the area encroached upon. This use of the encroached-upon area will not, however, affect the location of the lot line markers. Resident shall maintain his or her lot line markers as they currently exist. Resident is prohibited from altering, modifying or changing the existing lot lines and lot line markers. Resident agrees to indemnify and hold harmless the Community and its agents, employees, representatives, assigns and successors, against any loss, cost, damage, expense (including attorneys' fees and expert fees) or other liability incurred or imposed by reason of any damages caused the Community by Resident altering, modifying or changing the existing lot lines and/or altering, modifying, removing, destroying or changing lot line markers.

34. PARAGRAPH HEADINGS.

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

READ AND ACCEPTED:

RESIDENT

Date: _____

Signature

Printed name

RESIDENT

Date: _____

Signature

Printed name

RESIDENT

Date: _____

Signature

Printed name

Homesite No. _____

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