

RULES AND REGULATIONS
for
Shady Lane Estates
A Caritas Community

Date: August 8, 2019

Equal Housing Opportunity
We do business in accordance with
the Federal Fair Housing Law



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

Shady Lane Estates
54596 Shady Lane
Thermal, CA

1. INTRODUCTION.

These Rules and Regulations (“Rules”) have been developed as a basis for good relations within Shady Lane (referred to as “Shady Lane” or the “Community”). Because this 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 Rules is 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.

The following Rules are a part of your rental agreement. Please read the Rules carefully and keep them on file as they constitute a binding agreement between you and the Community Management. Furthermore, the regulations contained in these Rules will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of a 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 Community Management will interpret and enforce these Rules in a reasonable manner.

2. COMMUNITY STATUS.

Shady Lane is an all-age community with no minimum age.

3. ANNUAL VERIFICATION OF INCOME.

Shady Lane operates as a community for low-income housing pursuant to Federal guidelines and California Health and Safety Code section 33418. Under these guidelines, the Community is required to verify the income of the Communities’ Residents. Accordingly, Resident shall be required to verify his or her income annually on the anniversary of this Agreement after being given ten (10) days written notice of the same. Failure of Resident to comply with this provision will constitute a violation of these Rules, and may subject Resident to eviction. A copy of the Verification of Income is attached as Exhibit “A” to these Rules.

4. DEFINITIONS.

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

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

B. "Homesite" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the Homesite as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The 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.

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

D. "Community" means Shady Lane.

E. "Facilities" means those services and facilities of the Community generally available to Residents and their Guests.

F. "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 or in other documents referred to in these Rules, 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 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.

G. "Resident" is a homeowner or other person who lawfully occupies a mobilehome. A prospective homeowner, purchaser, or those persons listed on the last page of the Lease Agreement/Rental Agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident."

5. COMPLIANCE WITH LAW AND RULES.

A. Residents and their accompanied guests have the right to use the Homesite and Community Facilities only if they comply with these Rules and the other provisions of the Communities' residency documents.

B. Resident agrees to abide and conform with all applicable federal, state, and local laws and ordinances, all terms and conditions of these Rules, all rules, regulations, terms and provisions contained in any document referred to in Resident's Lease

Agreement/Rental Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner.

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

D. Resident must recognize that Management is not 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 shall not be deemed responsible or required to monitor each or every 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 shall attempt to reasonably resolve any such problem.

E. Any violation of the Rules shall be deemed a public nuisance. Resident agrees that a breach of any of the Rules cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be deemed entitled to obtain injunctive relief under the Mobilehome Residency Law ("MRL") or other laws providing for such relief including, but not limited to, restraining Resident from continuing to breach any such Rules, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.

6. COMMUNITY PERSONNEL.

Owner shall be represented by Community Management, which may include a Resident Manager, who is vested with all the legal right and authority to enforce the Rules on behalf of the Communities' Owner.

7. GUESTS.

A. For any Guest who stays with Resident more than twelve (12) hours a day 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 for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d).

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

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

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

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

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

8. MOBILEHOME OCCUPANCY.

A. The recommended 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.

C. All occupants of a mobile home must be noted on the lease agreement. Subsequent additional occupants (guests) must be listed and approved as noted in Section 7 (B) above.

9. MOBILEHOME STANDARDS.

A. Mobilehomes. To insure architectural compatibility, construction and installation standards, all incoming mobilehomes must be in good condition, must be approved by Community Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's mobilehome (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electric, gas and sewer service of the Community. It is Resident's responsibility to check to determine that resident's mobilehome is compatible with the Community's utilities and pedestals for gas and electricity.

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

C. 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 Communities' rental agreement or first occupies the Homesite, 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 plot 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" structures are 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. If Resident does repair or replace Resident's mobilehome 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.

(5) 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 rules 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.

D. 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 mobilehomes 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 which discharges in the Community's sewer system is permitted.

DUE TO THE LIMITED CAPACITY OF THE COMMUNITY'S SEWER/SEPTIC SYSTEM, RESIDENT MUST RECEIVE PRIOR APPROVAL BEFORE INSTALLING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISHWASHER. TO INSURE ACCEPTABLE LOADS TO THE SEWER SYSTEM, RESIDENT'S APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.

(2) Air Conditioners. Because the capacity of the Community's electrical system is extremely limited, no additional air conditioners may be installed at the Community without prior written 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. Should Resident receive Community Management Approval for installing an air conditioner, then such air conditioner must be wired through the electrical supply of the mobilehome and not through the Community's electrical pedestal.

(3) 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 be of good manufactured quality and side faced to match the mobilehome's exterior. Steps must have approved handrails, as required by law. 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.

(4) 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. As for sunshades, Resident must submit a written plan of the proposed sunshade and obtain prior written approval of Community Management before beginning to construct any sunshade. Sunshades may be made from resistant canvas (no plastic) pre-approved by Owner. Sunshades must be maintained in good working condition and must be in the rolled up position when not in use. However, temporary, roll-up type sun shades (such as plastic, cloth, bamboo or matchstick blinds) are expressly prohibited. Shrubbery or small trees may also be used for windbreaks or for privacy.

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

(6) Carports. Carports are not required. However, if Resident desires to install a carport, Resident must obtain prior written approval from Community Management and will be responsible to ensure that the carport is constructed in compliance with Title 25 of the California Code of Regulations. Resident must use approved roof materials and facias.

(7) 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. Nothing may be attached to upright supports of either a patio cover or carport. Resident may not install any "awning extenders" and "slanted awning stanchions" without Prior Community Approval.

(8) Skirting. Skirting is required on all mobilehomes and may be of Masonite, masonry or other approved material, which matches 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 Title 25 of the California Code of Regulations.

(9) 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.

(10) Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on mobilehomes, must be non-glare aluminum, composition asphalt shingles, tile, or a Leadership in Energy and Environmental Design ("LEED") approved foam roofing material. However, all roofing shall be limited to neutral tones of beige, gray, or white.

(11) Rain Gutters. All mobilehomes that have rain gutters and down spouts which extend to the ground must be properly maintained.

(12) Earthquake Bracing. If Resident installs a mobilehome 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.

(13) Exterior Storage Building. Resident may install one (1) storage building with a maximum floor area of one hundred twenty square feet (120'). Community Management must approve the type of storage building and where the storage building will be placed.

(14) Fences. Resident must obtain prior written approval of Community Management before erecting any fence on Resident's Homesite. All fences must be painted or stained to match Resident's mobilehome, unless approved otherwise by Management. No fence may exceed six feet (6') in height (if located to the side or rear of the Homesite) or thirty-six inches (36") (if located between Resident's mobilehome and the street). Any fence must be placed inside Resident's lot line and not infringe on any adjacent Homesite or common area. Any covering or material added to an existing fence must have prior written approval from Community Management.

(15) Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's Homesite:

(a) Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39") or less will be permitted. Any permitted satellite dish must not be visible from the streets or common areas of the Community and must be located on the ground to the rear of Resident's mobilehome, unless such location interferes with the quality of reception.

(b) Due to changes in the installation policy of DirecTV and Dish respecting satellite dishes, any installation of satellite dishes now requires prior Community approval for placement of the same. Please contact the Community Manager's office if you are having a satellite dish installed and the Community Manager will make arrangements to be available when the installer is at Resident's home. In all instances, trip hazards must be avoided. If any satellite dish placement is not pre-approved, then Resident may be required to have the same relocated at Resident's sole cost.

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

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

(e) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's mobilehome, unless such location interferes with the quality of reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions, and must be operational.

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

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

(16) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the mobilehome, are allowed.

(17) Spas. No spa pool may be installed on the Homesite.

(18) Water Softeners. Any water softener which discharges in the Community's water, septic, or sewer system is prohibited.

(19) Solar Panels. Solar heating panels are permitted with prior Community approval. Manufacturer specifications must be followed regarding installation. Solar heating equipment or other similar devices will not extend more than twelve inches (12") above the existing roof or awnings. All exposed surfaces, except the solar collecting surface must be of a non-glare material and/or painted to match the existing roof and mobilehome.

E. 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.

F. 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.

10. LANDSCAPING.

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

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

(1) Only live plants may be used.

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

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

(4) Community Management expressly prohibits the use of any manures or odorous chemical fertilizers. No scalping of grass is allowed

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

(6) Some form of planted ground cover or synthetic grass, acceptable to Community Management, is required.

(7) Decorative rock, no larger than three-quarter inch (3/4"), with an underlining of black plastic for weed control may be used by the Resident. All decorative rock must be washed frequently and additional rock added as necessary, to ensure that there is sufficient rock at all times to adequately cover the area over which the rock is spread.

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

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

(10) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Homesite providing it is out of view from the Community streets. Resident must contact Community 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.

(11) To avoid damage to underground utilities, Resident must have Community Management's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. In addition, prior to beginning any digging on the Homesite, Resident must contact the Community Management 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 must be filled and leveled.

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

(13) Prohibition on Growing Marijuana Plants. Due to health and 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, in or on the Homesite; and (c)

anywhere on or at the common areas or facilities of the Community. With respect to safety issues, the 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.

(14) Resident Covenant Regarding Water Usage and Conservation. Resident hereby acknowledges and agrees to comply (and shall ensure that their guests or invitees also comply) with all laws, ordinances, and rules adopted and/or imposed by or on behalf of all government agencies with jurisdiction over the Community as to amounts and timing of water usage, including within the Resident's Homesite, as well as within any portion of the common area and/or facilities of the Community (collectively, "Water Laws"). The Resident agrees to conserve on water usage to the greatest extent possible in view of the ongoing drought in California.

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.

(2) The Homesite must be kept free 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 Community, to exceed the height of Resident's mobilehome, or to obscure the vision of persons driving in the Community.

(4) Resident shall be responsible for the maintenance of any tree located on Resident's Homesite, unless Resident has given written notice to Community Management (or unless Community Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, Community Management shall only be responsible for the pruning, trimming and/or removal of such tree.

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

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

(7) Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Community's streets or onto the yards of neighboring Residents.

E. CONSERVATION AND DROUGHT ISSUES.

(1) Responsibility for Fines. The Resident acknowledges and agrees that Resident shall be responsible to pay any and all fees or fines, however denominated (collectively, "Fines") incurred by the Management based on or as a result of the Resident's (or their guests or invitees) non-compliance with any Water Laws then in effect. In the event that the Management is assessed Fines based on or as a result of the usage of water by Residents (or their guests or invitees) in violation of any such Water Laws, Resident further acknowledges and agrees to promptly reimburse the Management for any such Fines paid by the Management to any government agency or officials with interest at the rate of eight percent (8%) per annum, from the date paid by the Management until reimbursement is made in full by the Resident. Management shall deliver a Notice of Seeking Reimbursement under California Civil Code §798.32, to the extent not already addressed in the Resident's Rental Agreement or Lease.

(2) Posting Notice Regarding Amendments to Water Laws. In event that the local, city or county authorities in the jurisdiction where the Community is located impose more restrictive water usage provisions whether as 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 Management shall post notice of same at the Management office as well as in any common areas and facilities 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.

(3) Municipal Water District Prohibitions/Restrictions. Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Community's streets or onto the yards of neighboring Residents. If any local municipal or regional water district for the City of Thermal cites the Resident, the fine must be reimbursed to the Management as noted above. A copy of the applicable local water district policy is available upon request for review in the Community Management office. No gutter flooding is allowed, and irrigation must be kept on the landscape. No irrigation is allowed for 48 hours following measurable rainfall.

11. GENERAL MAINTENANCE OF HOMESITE.

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

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

(2) Towels, rugs, wearing apparel or laundry of any description may be hung only in the back of the homesite and not visible from the street.

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 approval of Community Management.

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

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

(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. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the Community's sewer or septic system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer or septic system. Community Management shall not be responsible for damage done to any mobilehome because of the stoppage or backing up of the sewer or septic system due to the placement in the system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer or septic system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer or septic line due to the placement of prohibited materials into the system, by any persons, known or unknown.

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

F. Licenses and Fees. All mobilehomes within the Community must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax or registration charge for Resident's 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 for the mobilehome occupying the Resident's Homesite. For mobilehomes which are on the property tax rolls, Resident shall provide Community Management, upon **seven (7)** days written notice, proof that the property taxes are paid current.

G. Exterior Lighting. Any lightbulb used on the exterior of Resident's mobilehome may only be a maximum of 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, and no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year.

H. Mailboxes. Mail is delivered to a central mailbox facility in the Community. Resident's mailbox is assigned by the Management and must be emptied by Resident on a timely basis.

I. 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. **Containers shall not be visible from the street or an adjacent mobilehome.**

(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 removed from the street on the same day as trash pick-up and stored in a storage shed or otherwise not be visible from the street or an adjacent mobilehome.

J. Space numbers for each unit shall be displayed as to be visible from street.

12. [Intentionally omitted]

13. ENTRY UPON RESIDENT'S HOMESITE.

Management shall have a right of entry upon the Homesite for maintenance of utilities, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules, and 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 or enclosed accessory structure without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the mobilehome or accessory structure.

14. RECREATIONAL FACILITIES.

A. Recreational facilities are provided for the exclusive use of Residents and their Guests. Use of the facilities by the public is prohibited. No business or commercial activity may be conducted in the recreational facilities.

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

C. The drinking of alcoholic beverages is prohibited during business meetings. If alcoholic beverages are to be consumed at a special function, then a liability insurance binder may be required, with the Community being added as an additional insured. 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 and any and all permits are obtained by the Community Resident's Committee and provided to the Community prior to the event.

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

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

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

I. Recreational facilities rules may be changed or revised upon sixty (60) days' notice to Resident.

J. Unless used with earphones, radios, CD players, boom boxes and other such entertainment devices are not permitted in the clubhouse or other recreational facilities of the Community without prior written permission.

K. 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. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by the Community Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be open to other Residents and their Guests. No "jumpsies" or jump houses will be allowed.

In accordance with the MRL Section 798.51, there will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and 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. Any personal or private function conducted by resident will require a deposit and will be refunded upon no damage or cleanup required.

L. The recreational facilities are used and occupied at Resident and guest's sole risk of peril.

M. Access to the recreational facilities and other common facilities is based on the awareness of inherent risks of injury and harm in the use and presence in the facilities.

N. Inherent risks of injury and harm exist even when utmost caution is exercised by Resident

O. Resident shall take all reasonable precautions to avoid unreasonable risks of harm to Resident, all other members of the Resident's household, and guests and invitees.

P. Despite the inherent risks, Resident shall, on behalf of all members of the household, guests and invitees, assume full responsibility for injury, harm and damage to Resident and all others and release owner and hold Owner free and harmless from all claims, demands and lawsuits for injury, damage or other harm, loss, expense caused in or about the facilities as now provided. **Nothing contained herein waives the rights of claims against owner as provided by law.**

- 15. SWIMMING POOL RULES. (No swimming pool).**
- 16. REST ROOM FACILITIES. (No public restrooms)**
- 17. LAUNDRY FACILITIES. (No laundry facilities)**
- 18. PARKING.**

A. Only “permitted vehicles,” up to a total of three (3), may be parked on Resident’s Homesite. The parking of more than three (3) vehicles, or vehicles defined as “other vehicles”, requires special written permission of Community Management and will be assigned a temporary designated parking area, if available. Any parking of vehicles in the designated area will be at resident’s risk. Any vehicle parked in Resident’s driveway may not extend beyond the end of the driveway.

(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.

(2) A pickup truck or van may 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 property, as long as it is properly maintained and kept in an organized manner.

(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 Community a motorcycle does not relieve Resident of the obligation to abide by all other Rules relating to motorcycles.

B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules, no parking, including the parking of recreational vehicles, is permitted on the streets of the Community, except for the purpose of loading and unloading and only during the hours from 6:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel or Community employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided. Someone with a key to the vehicle must be available at all times.

C. Vehicles parked on Resident's Homesite may only be parked on the driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites unless approved by the community manager.

D. Guests may only park in designated guest parking spaces. Because of the limited parking facilities, traffic congestion and noise, Community Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Community.

E. Resident may not park in spaces designated for Guests without Community Management's approval.

F. Any vehicle parked in violation of these Rules 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 automobile may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding **four (4)** 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, four up to four (4) weeks. Longer periods of more than four (4) weeks requires community manager approval.

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. Exceptions must be approved by community manager.

J. Areas defined as "designated parking areas" are considered common areas and are strictly for the assigned parking of residents and their guests. These areas and are not to be used for any other purpose such as vehicle repairs, washing of vehicles, parties, consumption of alcohol any other gathering whatsoever. It is the responsibility of the resident to keep the area clean and free of debris.

19. MOTOR VEHICLES AND BICYCLES.

A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Community. Any car dripping oil or gasoline must be repaired immediately. A drip pan may be used if cleaned regularly.

B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than what is owned by the resident) may be done on the Homesite. Such work, including the changing of oil, must be performed on the driveway.

C. For the safety of Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs and speed limits must be obeyed. The speed limit in the Community is 10 mph.

D. Pedestrians and bicycles shall be given the right-of-way.

E. All vehicles operated within the Community must be registered and licensed for street usage.

F. Excessively noisy vehicles are not permitted.

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

H. Skateboards, roller skates, motor scooters and motor bikes are not permitted.

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

20. CONDUCT.

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

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. **This includes excessive music from vehicles.** "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 Communities' Rules. Quiet time is 9 p.m. to 8 a.m. Sunday through Thursday, and from 12 a.m. (midnight) to 9 a.m. Friday and Saturday. During such Quiet Hours, no loud noise shall take place inside the Community.

E. The Community streets shall not be used for the playing of games and sports, unless supervised by an adult resident. Basketball hoops must be kept within the homesite and are **not** allowed in the street.

F. Except for commercially manufactured barbecues or interior fireplaces and other appliances installed in Resident's mobilehome, no fires are permitted in the Community. This includes the burning of trash.

G. Prohibition on Use of Drones. Due to privacy concerns and health and safety issues, the use of drones with cameras in the Community by Residents or their guests or invitees is strictly prohibited at all times.

H. 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 Management in violation of any law or ordinance.

I. 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 facilities and common areas.

J. The mobilehome and Homesite shall not be used for any business or commercial activity whatsoever, unless written permission of Management is obtained. This includes, but is not limited to, the sales of food, alcohol, drugs and any other product or service, any activity requiring the issuance of a business license or permit by any governmental agency, and the leasing, subleasing, sale, running a boarding house or exchange of mobilehomes.

K. .Littering and graffiti in the streets and in the common areas/buildings are strictly forbidden.

L. Compliance with Water Conservation Policies. Resident agrees that their conduct at all times within their Homesite or anywhere in the Community shall comply in all respects with the water conservation objectives in place at the Community in order

ensure compliance with all Water Laws, as the same may be amended from time-to-time, and understanding that the Management shall post any such amendments both in the Management offices, as well as in common areas within the Community, all as further described under the landscaping provisions set forth in these Rules.

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

21. 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 homesite. 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 pets 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 twenty-five pounds (25 lbs.) in weight or sixteen inches (16") in height when measured at the shoulders in a standing position) are permitted. Companion pets, as defined by Civil Code § 54.1 are exempt from the size limitation otherwise applicable to dogs. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.

(2) Non-house pets (including farm animals) are prohibited.

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

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

(5) If any of the rules regarding pets is violated, and such violation is noted by the 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 inoculated **and micro-chipped** in accordance with local law. Evidence of licensing, inoculation **and micro-chipping** shall be submitted to Management within seven (7) days of receipt of written request for such information.

- (2) Pets must be attended and on a leash when not inside the homesite.
- (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) Any visible structure for pet housing must be in good repair and well maintained at all times.
- (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. For pest control, all feeding containers must be kept clean all times.
- (9) The tying up of pets outside the homesite and leaving them unattended is prohibited.
- (10) All outdoor fencing that encloses the homesite for the dog or pet, can only be 6 foot tall and must be tall enough and in good repair so the pet cannot jump out, escape or get loose on the street.
- (11) If Resident's pet is allowed to be outdoors in Resident's yard or elsewhere, all excrement must be picked up, wrapped in paper and placed in the trash immediately.
- (12) Management encourages pets to be spayed or neutered. However, in the event of offspring, Management must be immediately notified and written permission of Management must be obtained for the offspring to stay in the Community for a temporary period not to exceed eight (8) weeks.
- (13) Service dogs as defined by Civil Code § 54.1 must comply with all pet conduct rules set out above.

22. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

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

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

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

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

23. 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 and upon the prior approval of Management. 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 to include provisions regarding subletting.

24. FIXTURES.

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's 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 insure that such Fixtures are kept in a safe condition and comply with these Rules, 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 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. If Resident should remove Resident's mobilehome, Resident shall remove all landscaping and improvements, accessory equipment and structures except the driveway (if installed by Community), utilities and other improvements belonging to Community.

In addition, Resident shall comply with the following requirements:

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

(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 must be added as an additionally insured party;

and

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

(3) Provide the Community with at least three days advanced notice, in writing, of the date of removal of Home.

25. INSURANCE.

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the 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 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 and Homesite. 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 an additional insured under such policy.

26. 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 occupying the Homesite, *i.e.*, EXTRA PERSON, RESIDENT, shared tenancy under California Civil Code § 798.34(b), 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.

27. SOLICITATION.

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

28. 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 Community maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Community maintenance personnel. All Community repair or maintenance requests shall be submitted in writing to Community Management.

29. REVISIONS OF RULES AND SEVERABILITY.

- A. Community Management reserves the right to add to, delete, amend, and revise these Rules from time to time, as well as additional Rules 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 or any document referred to in these Rules shall, to any extent, be held invalid or unenforceable, the remainder of these Rules shall not be affected thereby, and each provision of these Rules or the other document shall be valid and be enforced to the fullest extent permitted by law.

30. 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 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 31 of these Rules which are incorporated herein by this reference.

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

A. Upon the service of a sixty day notice to terminate possession (“Sixty Day Notice”) under Civil Code § 798.55, 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 on the Homesite 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;

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

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

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).

32. PARAGRAPH HEADINGS.

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

READ AND ACCEPTED:

RESIDENT

Date: _____

RESIDENT

Date: _____

Homesite No. _____

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