

HACIENDA DEL PISMO MOBILEHOME ESTATES

A 55 and Over Community



An Equal Opportunity Housing Provider

201 Five Cities Drive
Pismo Beach, California 93449

RULES AND REGULATIONS

1. INTRODUCTION

A. These Rules and Regulations have been designed to encourage Homeowners and Residents to cooperate with the Owner and Management of Hacienda Del Pismo Mobilehome Estates (hereinafter “Management/Owner”) and to promote the enjoyment and convenience of all residents in the Community. All Rules and Regulations of the Community will be interpreted and applied in a reasonable manner.

B. Hacienda Del Pismo Mobilehome Estates is an equal opportunity housing provider. It is the policy and intent of Hacienda Del Pismo Mobilehome Estates to do business in accordance with Federal and State Fair Housing Laws. It is illegal to discriminate against any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, familial status, sexual orientation, citizenship, primary language, or immigration status.

C. These Rules and Regulations supersede any other rules and regulations dated prior to the date set forth above.

2. AGE RESTRICTION:

Hacienda Del Pismo Mobilehome Estates is a fifty-five (55) and over community wherein at least one (1) Homeowner who is fifty-five (55) years of age or older must occupy the home. All other occupants of the home must be at least forty-five (45) years of age. AS IS TRUE OF ALL OF THE RULES AND REGULATIONS, THIS RULE MAY BE CHANGED OR ELIMINATED AT ANY TIME IN ACCORDANCE WITH THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW WITHOUT LIABILITY TO YOU AND/OR OTHERS.

3. OCCUPANCY RESTRICTION:

No more than two (2) persons per bedroom, plus one (1) additional person per home shall regularly occupy the home. For purposes of this restriction, “bedroom” is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. “Bedroom” does not include any room which has been or could be converted to a bedroom.

4. USE OF FACILITIES:

Homeowners, residents and guests may use the space and Community facilities only if they comply with these Rules and Regulations and other provisions of the Community's residency documents. Management/Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all residents with the Rules and Regulations and other conditions of residency. Homeowners and Residents recognize, however, that Management/Owner's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all homeowners, residents and their guests, the nature and extent of the failure to comply, the expense and practicability of enforcement and the laws then in effect. Homeowners and residents agree, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Management/Owner and each homeowner/resident individually. Homeowners/Residents agree that he/she/they are not a third party beneficiary of any other agreement between Management/Owner and any other homeowner/resident in the Community or the Rules or Community's Rental or Lease Agreements.

5. COMMUNITY PERSONNEL:

A. The Owner is represented by Management, including the Community Manager(s), vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner.

B. Community personnel do not speak any language other than English. If a Homeowner/Resident does not speak English, it is the Homeowner/Resident's responsibility to obtain the assistance of an interpreter (not employed by or provided by Management/Owner or Management/Owner's agents) who is at least eighteen (18) years of age and able to speak fluently and read with full understanding both the English language and the language spoken by homeowner/resident.

C. Community maintenance personnel are employed for maintenance of Community property only. Please do not ask them to do any work in or around your home. If you have any questions concerning the utility pedestal outside your home, or any questions in regard to the Community Rules, please contact the Community Manager. Maintenance employees do not have any authority to answer questions concerning State, County, City or other laws and ordinances or the Community Rules and Regulations. Community property, tools and equipment are for the use of Community personnel only. Homeowners/Residents shall not use or borrow any of the Community's property, tools or equipment.

6. PAYMENT OF RENT:

All rents are due and payable in advance on or before the first (1st) of each month. All rents shall be paid by check or money order. Management/Owner may, upon ten (10) days' written notice to Homeowner, require payment to be made in cash or equivalent. If the entire rent owed is not paid by the time period stated in the lease/rental agreement, Homeowner shall pay a late charge as set forth in the lease/rental agreement. Homeowner will also pay to Management/Owner a charge for each check of Homeowner's which is returned or dishonored for any reason by Management/Owner's bank.

7. GUESTS:

A. All guests must register with Management/Owner if they stay more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year and are subject to a guest charge as set forth in your rental agreement. **Guests**

under forty-five (45) years of age may not remain in the Community for more than twenty (20) consecutive days or thirty (30) days in a calendar year.

B. Homeowners and Residents must acquaint all guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Homeowners and Residents are personally responsible for all the actions and conduct of his/her/their guests and other occupants of the home including, but not limited to, any damage caused by his/her/their guests.

C. Management/Owner reserves the right to determine whether the Community's recreational and other facilities can accommodate all the residents and their guests and, therefore, Management/Owner 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.

D. Except when guests are entering or leaving the Community, Homeowner/Resident must accompany guests at all times they are in the Community.

E. Guests are permitted to use the facilities of the Community only when accompanied by a responsible resident.

F. Guests may not in turn, invite other guests into the Community without the prior approval of Management/Owner.

G. If Homeowner/Resident will not be present, then guests may not occupy or otherwise use Homeowner's home without Management's/Owner's permission.

8. LANDSCAPING:

A. Landscaping of unlandscaped spaces or changes to existing landscaping shall be completed within ninety (90) days of the date the Homeowner signs the rental agreement or the date work is first commenced, whichever is earlier. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which will or will not be accepted as landscaping. Consequently, the following general landscaping standards are provided only to assist residents in their preliminary planning. Prior to beginning any landscaping, including changes to existing landscaping, Residents must obtain the prior written approval of Management/Owner. **Residents are cautioned that there are spaces in the Community which contain landscaping which no longer conform with the present Community standards and regulations. Residents may not assume, therefore, that their plans will be approved because they conform to landscaping existing on other spaces.** Any landscaping installed which does not conform to the Community's residency documents or is installed without the required written approval must be removed by Homeowner/Resident within ten (10) days of receipt of written notice.

B. The Community's general landscaping standards are:

- (1) Homeowners are encouraged to be as original and elaborate as they wish as far as lawn, flowers, and shrubs are concerned;
- (2) Only live plants may be used. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable. Bottlebrush and oleanders are prohibited. Except for those portions of the space covered by the mobilehome, accessory structures, driveways, patios and/or walkways, the

entire space must be covered with grasses, ground covers and other live plants, shrubs and flowers. Notwithstanding the foregoing, Homeowners may, with the prior written approval of Management/Owner as to type and location, install rock, bark and/or artificial turf ;

- (3) Decorative rock of no more than 3/4 inch diameter may be incorporated in your landscaping plan provided written approval is first obtained from Management/Owner as to its location. No more than three-fourths of the unoccupied portion of the space may be covered with rock. Additionally, plants, trees and shrubs must be incorporated into the same area as the rock. Black plastic ground cover may be used to prevent weeds from growing up through the rocks. Wood chips and bark are prohibited;
- (4) The use of odorous manures and fertilizers is prohibited;
- (5) Trees are permitted only with prior written Management/Owner approval as to the type and location. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways, other Community facilities or other spaces;
- (6) Fences or walls are permitted only with the prior written approval of Management/Owner as to type and location prior to construction. **Fences cannot exceed forty-two (42) inches in height and cannot extend beyond the front of the home. Fences and walls cannot be locked or block access to any utility pedestal, meter or shut-off valve;**
- (7) Hard scape (retaining walls, brickwork, concrete work or any similar work) requires the prior written consent of Management/Owner as to location, height, and material;
- (8) Waterfalls, statuary and other forms of decor will be permitted only with Management/Owner's prior written approval; and
- (9) Permanent flagpoles are not permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the home and easily removed for storage, are permitted.

9. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES:

A. The installation of all required appliances, accessory equipment and structures on **incoming homes** by Homeowner shall be completed within ninety (90) days of the date Homeowner signs the rental agreement or first occupies the home, whichever is earlier. Prior to commencing installation of or a change in accessory equipment and structures, or installation of or a change in any appliance which is to be connected to the gas, electric or water supply, Homeowner shall submit for Management/Owner's approval a written plan describing in detail the accessory equipment, structure or appliance which Homeowner proposes to install or change. Because of the wide variety of types and styles of available appliances, accessory equipment and structures, it is impossible to describe all those which Management/Owner will or will not accept. Consequently, the following accessory equipment, structures and appliance standards are provided only to assist homeowners in their preliminary planning. Homeowners must discuss their plans for accessory equipment and structures with the Community Manager prior to preparing the written plan for Management/Owner's approval. **Homeowners are cautioned that there are homes and spaces in the Community which contain accessory equipment, structures and appliances which no longer conform with the present Community standards and regulations. Homeowners may not assume, therefore, that their plans will be approved because they conform to accessory equipment, structures and appliances existing on**

other homes and spaces. Any accessory equipment or structure or appliance installed or changed which does not conform with the Community's residency documents must be removed by Homeowner within ten (10) days of receipt of written notice.

B. The Community's general standards for accessory equipment, structures and appliances for incoming homes are:

- (1) Approved porches, porch and carport awnings, skirting, steps, and a storage cabinet, all of which must comply with Title 25 of the California Code of Regulations and any other applicable law, must be added;
- (2) Carports, patios and porches must be covered by an awning which covers the entire carport, patio or porch, must comply with Title 25 of the California Code of Regulations and any other applicable law, and must be aesthetically compatible with the appearance of the home;
- (3) All exterior siding of the home must be of a material approved by Management/Owner, with skirting to match, must comply with Title 25 of the California Code of Regulations and any other applicable law, and must be compatible with existing homes. Plywood siding is not permitted. Roofs must be of composition shingle or other approved material of an approved color;
- (4) Exterior steps, both patio and carport side, must be of an approved material matching the exterior material of the home. Treads and porch surfaces, unless masonry or concrete, must be covered with outdoor carpet or other approved material. Steps must have approved handrails in compliance with Title 25 of the California Code of Regulations and any other applicable law;
- (5) The temporary steps provided by your dealer must be removed from the Community no later than sixty (60) days from the time the home is moved into the Community;
- (6) Homeowner must install one storage cabinet, with a maximum of 120 square feet (not to exceed 10 feet in height), placed in a spot approved by Management/Owner. A second storage cabinet may be installed provided that together they do not exceed 120 square feet. Storage cabinets must be of an approved manufactured type, of anodized material and painted to match the exterior of the home;
- (7) All homes moving into the Community must have detachable/removable hitches and tongues which must be removed when the home is installed;
- (8) No manufactured home may be moved into the Community without the prior written approval of Management/Owner. The location and placement of the home must be approved in writing by Management/Owner, approved by the Department of Housing and Community Development ("HCD" and must be in compliance with all applicable laws, including, but not limited to Title 25 of the California Code of Regulations;
- (9) Only new HUD approved homes with siding of a material approved by Management/Owner and composition roofs which will fit on the space will be permitted to move onto any empty space in the Community. Only double-wide homes will be permitted to move onto double-wide spaces;

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- (10) Drippings from air conditioners are not allowed to fall onto the ground under the home but must, instead, be piped away from the home in a manner satisfactory to Management/Owner. Management/Owner must approve the location and type of all air conditioning and cooling units. Window and roof-top air-conditioners are not permitted. **Air conditioning units must be compatible with the electrical output of the Community.** Air conditioning units requiring 220 electrical are prohibited;
- (11) **All incoming homes, appliances, structures, accessory equipment and fixtures must conform with all applicable federal, state and local laws and ordinances. Homeowner is responsible for making sure that the home and all accessory equipment, appliances and fixtures are compatible with the electric service now available and do not exceed a combined rating of 100 amps. Only licensed contractors having liability and worker's compensation insurance are permitted to work in the Community and/or install items which are required to be connected to the electrical, gas or water supplies;**
- (12) TV or dish antennae may only be installed at a location approved by Management on the rear one-half ($\frac{1}{2}$) of the space or home. All such antennae must not be visible from the street. If placement of the antennae in accordance with these rules sufficiently impairs the quality of reception, the antennae must be installed in the most inconspicuous location possible and out of view to the greatest extent possible. TV and dish antennae may only be as high as reasonably necessary to receive acceptable quality signals provided that no TV or dish antennae may extend more than twelve feet (12') above the home roof. Only dish antennae, which do not exceed one (1) meter in diameter, are permitted. All other dish antennae are prohibited. Every TV and dish antennae must be installed and secured in compliance with all applicable codes, city and state laws and regulations. TV and dish antennae must be installed and secured so as not to jeopardize the safety of any neighboring property and/or person. Resident is responsible for the maintenance and repair of any TV or dish antennae installed on resident's space or home and all such devices must be maintained in good condition and repair. Resident is responsible for all costs associated with the installation, maintenance, use or removal of any TV or dish antennae. TV and dish antennae are not allowed to encroach onto any common area or the space of another resident, or placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection;
- (13) Homes must have a State of California approved tie down and earthquake bracing system;
- (14) The installation of pools, spas, hot-tubs and jacuzzis outside of the home are prohibited;
- (15) Exterior shades, screens, blinds and other similar items are prohibited unless Homeowner obtains the prior written consent of Management/Owner. Exterior shades, screens, blinds or other similar items which are made of bamboo, rattan and fiberglass are prohibited. Any approved exterior shade, screen, blind or other similar item which is unsightly and/or in need of repair must be replaced or repaired upon request;
- (16) Screened-in rooms must look like an integral part of the home and must have the written approval of Management/Owner before construction begins, must comply with Title 25 of the California Code of Regulations and any other applicable law;

- (17) Exterior color and materials used are subject to Management/Owner's discretion and must be of an earth-tone or pastel variety approved by Management/Owner prior to painting; and
- (18) In order to maintain the aesthetic beauty of the Community, Management/Owner reserves the right to impose additional standards on those homeowners who have corner spaces or spaces in unique locations. Additionally, Management/Owner specifically reserves the right to dispense with strict compliance with the foregoing when compliance is, at Management/Owner's discretion, impossible, not practicable, necessary or aesthetically or architecturally incompatible with the particular home or space, or for some other reason when necessary and appropriate.

C. The Community's general standards for accessory equipment, structures and appliances for existing homes are:

- (1) Homeowners are required to maintain in good condition and repair the home, skirting, awnings and all other accessory equipment, structures and appliances which are presently installed or may be installed on the space. This obligation includes the replacement of any such items which are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the home, accessory equipment, structures and appliances when they are reasonably in need of repainting. Color and materials used are subject to Management/Owner's discretion. In addition, all such items shall be required to comply with all applicable laws and regulations including, but not limited to, Title 25 of the California Code of Regulations; and
- (2) Those who were homeowners prior to the standards for incoming homes being instituted will not be required to adhere to them unless they voluntarily undertake to make a change or addition to their space, home, accessory equipment, structures or appliances. Homeowners will also only be required to adhere to the new standard(s) which apply to the changes or additions they are actually making. For example, if you added a storage cabinet, you would only be required to adhere to the storage cabinet standard. In other words, the standards for skirting and awnings would not apply to you unless you voluntarily made some change or addition to your skirting or awnings.

10. LOT AND HOME MAINTENANCE AND APPEARANCE:

A. Homeowners must maintain their space and home and all landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well kept fashion. Lawns must be mowed regularly and weeds must be kept under control. **Homeowners must maintain at Homeowner's sole cost all trees located on their space, regardless of whether they planted the trees or the trees were planted by a prior homeowner/resident/occupant of the space, so as not to become a specific hazard or health and safety violation. Management/Owner shall be responsible for the trimming, pruning, or removal of trees located on Homeowner's space only upon a determination that a tree poses a specific hazard or health and safety violation. Should Homeowner fail to properly maintain a tree located on Homeowner's space, or should it be determined that Management/Owner is responsible for a tree located on Homeowner's space, Management/Owner reserves the right, at Management/Owner's sole discretion, to remove said tree.** All concrete, asphalt and other surfaces, including driveways and parking spaces, shall be maintained in good condition, kept clean and maintained free of oil, and all other sticky or oily substances. **Homeowner shall be responsible for the cost of repairing damage to and/or the replacement of Homeowner's driveway caused by an act of Homeowner, any Resident, any member of Homeowner/Resident's family, any occupant of Homeowner's home, and any guests, workers, contractors or invitees of Homeowner/Resident.** Homeowner shall be responsible, at Homeowner's sole cost, for the maintenance, repair replacement, paving and

sealing of a Homeowner/resident (past or present) installed driveway. When Homeowner is away, it is Homeowner's responsibility to have someone maintain his home and space.

B. Wheels, hitches and other items permitted by law are the only objects which may be stored under the home. Unless specifically permitted by the Community's residency documents or approved by Management/Owner, nothing may be placed or stored outside of the home or storage cabinet(s). This limitation includes, but is not limited to, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, firewood or any item which is unsightly in appearance. **Patio furniture, operable bicycles and barbecue equipment (with covers/lids), all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the home or storage cabinet.** Except for clothes lines which the Community is required by law to allow, nothing is to be hung outside of the home or storage cabinet to dry or air or for any other purpose. If the Community is required by law to allow outdoor clothes lines, all items must be removed from the clothes lines at sunset each day and any such clothes line must be installed in the most inconspicuous location possible and out of view to the greatest extent possible.

C. Trash and refuse must be placed in plastic trash bags or trash cans and kept inside the home, storage cabinet(s) or kept in a location not visible from the street or an adjacent home until placed in the Community's designated disposal bins. **Homeowners/residents are prohibited from placing wet garbage in the Community's disposal bins.** All cat litter and animal waste must be placed in sealed bags. Containers provided for recycling are not to be used for trash or other refuse but for recycling only. Homeowners/residents are not to remove any item placed in recycling and/or disposal bins without approval of Management/Owner. Sanitary and health laws must be obeyed at all times. **Homeowners, residents and guests must not over-fill the bins and lids are to be kept closed. Homeowners and residents are responsible to make sure that all trash goes into the bins and not onto the ground. Sanitary and health laws must be obeyed at all times.**

D. Homeowners/residents are prohibited from placing any grease, oil or any other inappropriate substance and/or items down any disposal or drain. Homeowner will bear the cost of cleaning, clearing, or repairing any sewage lines and/or utilities clogged or damaged by Homeowner/residents/guests or other occupant of Homeowner's home.

E. Large items such as furniture, boxes, old carpet, appliances, etc., must not be placed in the Community's disposal bins. Homeowners are responsible for the proper disposal of all such items outside of the Community.

F. Homeowner must not dispose of any hazardous waste, substance or household products in the Community disposal bins and shall not dump any such substance on any Community property, on any space within the Community, in any drain connected to the sewer system or in the Community streets. All hazardous waste, substances and household products including, but not limited to, used motor vehicle oil, engine coolant, pesticides, toxins, paints, cleaning products and other similar substances shall be taken by Homeowner to a hazardous waste collection center or otherwise disposed of in accordance with all applicable local, state and federal law.

G. Anything which creates a threat to health and safety shall not be permitted on the space. No flammable, combustible, or explosive fluid, material, chemical or substances, except ones customarily used for normal household purposes, may be stored on the space and then only in quantities reasonably necessary for normal household purposes.

H. As major repair and painting can cause damage to the property of others if not properly conducted, Homeowner is required to obtain Management/Owner's consent before undertaking such action.

I. If any portion of the exterior of the home or its accessory equipment, structures or appliances, or the space is damaged, the damage must be repaired within thirty (30) days. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage cabinet.

J. Storage sheds and other accessory equipment or structures located on the space may not be used for human habitation.

K. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's utility shut-off valves or part of the Community's cathodic protection system is located on Homeowner's space, it must be uncovered, accessible at all times and not tampered with by Homeowner. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the space, any apparatus or device for the purposes of using electric current, natural gas or water. Homeowners are not to open, remove or tamper with any utility meter and/or system without the prior written approval of Management/Owner.

L. Trees and shrubs may not extend beyond lot boundary lines. All trees and shrubs must be maintained so as not to obscure the street view of those driving in the Community.

M. Homeowner will bear the cost of repairs to any utilities or Community property damaged by Homeowner. Residents or guests. To avoid damage to underground facilities, Homeowners/Residents must have Management/Owner's approval before digging or driving rods or stakes in the ground.

N. Drainage of the space must be maintained at all times so that water will drain away from Homeowner's home to the street and not onto other spaces or common areas. If Homeowner/Resident changes the grade of Homeowner's space, Homeowner may be responsible for regrading of the space.

O. Sweeping or hosing dirt, clippings or debris into the street or the neighboring space is prohibited.

P. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances and all such appliances, 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. **Only licensed contractors having liability and worker's compensation insurance are permitted to work in the Community and/or install items which are required to be connected to the electrical, gas or water supplies.**

Q. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliances or where there are specific restrictions on the installation of certain items, reference in the Rules and Regulations or other residency documents to items "connected to the gas, electric or water supply," are not intended to include normal household appliances that can be installed by simply "plugging in" to an electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Community is only concerned with items which require more extensive installation efforts where the method and quality of the installation may present health or safety problems if not performed correctly or the installation of items which require building permits or installation by a licensed contractor or where the Community or other persons may be adversely affected by the installation of the particular item.

R. Because electrical service delivery system is subject to minor momentary and transient voltage surges, fluctuations and disruptions which may occur in normal operation and which are beyond the control of Community, it is the responsibility of Homeowner/Resident, at Homeowner/Resident's own expense, to install and maintain any and all special and/or auxiliary protective devices on the load side of the service delivery point as deemed necessary

by Homeowner/Resident to protect Homeowner/Resident's electrical equipment and devices from voltage surges, fluctuations and disruptions resulting from causes beyond the control of the Community.

S. Only accessory equipment, structures and appliances which are aesthetically compatible with the appearance of the home are permitted and no such "homemade" equipment, structures or appliances may be installed without Management/Owner's prior written approval.

T. Homeowner/Residents must maintain and respect all lot boundary lines and not infringe on other homeowners' spaces. Management/Owner reserves the right to modify any lot line at any time provided that such modification does not violate applicable law.

U. Homeowner is responsible to prevent any accumulation of water, moisture and/or mold under Homeowner's home.

V. Christmas decorations and lights may not be put up outside of Homeowner's home before Thanksgiving and must be removed by mid-January. Other seasonal and holiday decorations may not be put outside of Homeowner's home any earlier than two weeks before the holiday and must be removed within two weeks following the holiday.

11. ENTRY UPON HOMEOWNER'S SPACE:

Community personnel shall have a right of entry upon the land upon which a home is situated for maintenance of utilities, trees, driveways, for maintenance of the Space where the Homeowner fails to maintain the Space in accordance with these Rules and Regulations, and for the protection of the Community at any reasonable time, but not in a manner or at a time which would unreasonably interfere with Homeowner's use of the Space, except in the event of an emergency.

12. RECREATIONAL FACILITIES:

A. The hours for the recreational facilities are posted. The facilities will be closed from time to time for cleaning and repairs. Recreational facility rules are posted and incorporated by this reference.

B. Use of the recreational and other facilities by homeowners/residents and their guests is a privilege, not a right, and may be suspended if you, or your guests, abuse the privilege by failing to act reasonably and in accordance with these Rules and Regulations.

C. Homeowners/Residents wishing to reserve the clubhouse for social events may apply to Management/Owner. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval of Management/Owner, the request will be granted. There will be no charge for the use of the facilities provided, however, those scheduling the function will be responsible for the normal cleanup afterward. A security deposit may, at the sole discretion of Management/Owner, be required as allowed by law. All such functions must be conducted in full compliance with the Community's residency documents.

D. Children and guests must be accompanied at all times by a responsible resident while using the recreation facilities.

E. Swimming pool area rules are posted and are incorporated by this reference. **DO NOT SWIM ALONE. NO LIFEGUARD IS ON DUTY.** Residents assume full responsibility while using the swimming pool and/or jacuzzi.

F. Alcohol and smoking (including, but not limited to, cigarettes of any kind, pipes, electric devices and vaping devices), are prohibited in the clubhouse and the Community's recreational and other facilities. Inflatable jumpers, trampolines and other similar items are prohibited from use in the Community.

13. CONDUCT:

A. Homeowners, Residents and guests must behave reasonably, be respectful of the legitimate rights of others, not do anything which will unreasonably and adversely affect others and not do anything which may endanger anyone or any other person's property. This limitation includes, but is not limited to, unreasonable and excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct, threatening or interfering with the Manager, employees, contractors or Management/Owner of the Community. The use or display of fireworks and any weapon, including, but not limited to, bow and arrow, BB guns, knives and guns are expressly prohibited. Homeowners/Residents are responsible for their actions and conduct as well as the actions and conduct of their family members, guests and invitees. Homeowners/Residents are financially responsible for any and all damage they cause or any damage caused by their family members, guests and invitees. Homeowners/Residents, all members of their household and guests must comply with all federal, state and local laws and ordinances.

B. Persons under the influence of alcohol, drugs or any other substance are not be permitted in any area of the Community which is generally open to Residents and guests.

C. Radios, televisions, record players, musical instruments and other devices must always be used so as not to unreasonably disturb others. "Ham" and other radio transmitters are prohibited in the Community. Additional care and sensitivity to noise must be given daily between the hours of 10:00 p.m. and 8:00 a.m.

D. Homeowners, Residents and guests must not encroach or trespass on any area which is not open for general use by residents and their guests. All residents, family members and guests are prohibited from climbing on or over Community buildings, walls or fences. Community property which is not for the use of residents and 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 must be avoided and not used, tampered or interfered with in any way.

E. Homeowners/Residents and their guests must not encroach or trespass on other resident's spaces without that resident's approval, or do anything which might unreasonably disturb other residents. Homeowners/Residents must acquaint all visiting guests with the Community Rules and Regulations.

F. Although playing in the streets is not prohibited, all such activities must be limited to activities which will not present a reasonable likelihood that the participants, others, or property of others will be injured or damaged. This limitation includes, but is not limited to, baseball, football, or other such games involving flying objects, skateboards, "Big Wheels," and remote control devices.

G. Water slides or water slide devices, trampolines, bouncers, jumpers (inflatable or otherwise) and other jumping devices are prohibited.

H. Except for fireplaces in Homeowner's home, other appliances in Homeowner's home and covered barbecues, open fires (including wood burning barbecues and fire pits of any kind) are not permitted.

I. The use of power mowers, trimmers, edgers, blowers, hammers, or other tools that unreasonably disturb others and/or create excessive noise are prohibited before 9:00 a.m. or after dusk.

J. The violation of any law or ordinance of the city, county, state or federal government is prohibited.

14. VEHICLES:

A. No repair or maintenance work of any kind on any vehicle, boat or trailer (other than Resident's home) may be done in the Community. Under no circumstances are guests permitted to undertake repairs to their vehicles within the Community.

B. Vehicles, including bicycles, must be operated in a safe manner. Pedestrians, electric carts and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Community by any person who is not licensed. Vehicles operated in the Community must be properly licensed and registered. Homeowners, Residents and guests must obey all posted traffic control signs (e.g. stop signs, no parking signs, signs, etc.).

C. 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 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. Excessively noisy vehicles are not permitted in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently.

D. Bicycles may only be ridden on the roadways and not on sidewalks, grass, vacant Spaces or any other paved area. Bicycles must obey the same traffic regulations as other vehicles. Small children should be supervised by a responsible resident while riding bicycles in the Community. Helmet laws and ordinances must be obeyed at all times.

E. Motorcycles, motor scooters, mopeds or other licensed two and three wheel motorized vehicles brought into or operated in the Community must be driven by the most direct route between the Community's entrance and Homeowner/Resident's home. Mini-bikes, dirt bikes and other loud off-road vehicles are not permitted within the Community. Guests are not permitted to bring any such prohibited vehicle into the Community.

15. IMPROVEMENTS:

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 Community and shall remain upon and be surrendered with the space, unless Homeowner obtains permission from Community to remove, at his own expense, said improvements. Homeowner shall repair any damage to the space caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the space in a neat, uncluttered condition with the Community's original engineered grade intact.

16. PARKING:

A. Homeowners/Residents may only park as many passenger vehicles as will fit on their driveway up to a maximum of three (3) passenger vehicles per space. Parking is permitted only in designated parking areas. Unless otherwise

posted or permitted by these Rules and Regulations, **STREET PARKING IS PROHIBITED BETWEEN 10:00 P.M. AND 7:00 A.M.** Vehicles parked on Homeowner's space may only be parked on the driveway, and not on the landscaped or other areas of the space or other vacant spaces within the Community. Vehicles parked on the driveway must not extend beyond the property line into the street. Guests may only park on the host resident's space, in designated guest parking or outside of the Community. Homeowners/Residents may not park in designated guest parking areas. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment for all Residents, Management/Owner reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Community. Sleeping in parked vehicles is prohibited.

B. Commercial vehicles, trucks over one ton, motorhomes, buses, travel trailers, boats, boat trailers, and vehicles that are not self-propelled may not be parked on Resident's space. All such prohibited vehicles must be parked outside of the Community or in the Community's limited recreational/extra vehicle storage area. Space within the recreational/extra vehicle storage area shall be on a first-come, first served basis and shall be subject to a charge. The Community is not responsible for providing space for all residents' recreational/extra vehicles within the limited recreational/extra vehicle parking area.

C. These parking limitations do not apply to service vehicles of contractors or other persons performing services for Resident during the time the service is being performed. Vehicles which are otherwise prohibited may be temporarily parked on Resident's space or on the street for purposes of loading or unloading (no more than 1 hour and only while loading or unloading).

D. No vehicle may be "stored" on the space. "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 in use for a period exceeding four (4) weeks, or the parking of more than one vehicle for the purpose of selling the vehicle(s). Residents may, however, leave their vehicle(s) in their parking space while on vacation.

E. Vehicles parked in violation of these Rules and Regulations are subject to being towed at the vehicle owner's expense.

17. LAUNDRY:

Laundry facilities are for use by homeowners/residents and their guests only. The facilities will be closed from time to time for cleaning and repairs. Additional Rules and Regulations governing the use of the laundry and its facilities are posted and are incorporated by this reference.

18. COMMUNITY OFFICE/COMPLAINTS AND SUGGESTIONS:

The normal business hours for the Community office are posted. Except in an emergency threatening anyone's life or the property of others, do not telephone or contact the Management of the Community after normal business hours or disturb them at the private residences. The Community office phone is for business and emergency use only. Except for emergencies, all complaints and suggestions must be in writing and signed by the person making the complaint and/or suggestion.

19. FOR SALE SIGNS AND COMMERCIAL ACTIVITIES:

A. Except as specifically permitted by the Community's residency documents or the *Mobilehome Residency Law*, no "For Sale" signs, political campaign signs or other signs advertising anything for sale or advertising any other commercial activity are permitted. Signs with Homeowner's name and address are permitted. Any sign advertising

the sale or exchange of Homeowner's home or political campaign signs shall be limited in size as presently provided in the *Mobilehome Residency Law*; no more than one (1) such sign shall be displayed and it shall be displayed only in accordance with the provisions of the *Mobilehome Residency Law*. Any change in the *Mobilehome Residency Law* or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations. Except as provided for above, all other exterior signs are prohibited.

B. The home and space 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; and
- (2) Any activity which increases traffic within the Community, requires the storage of material on the space, results in deliveries within the Community or unreasonably interferes with other residents' quiet enjoyment of their homes and spaces.

These limitations are not intended to and shall not prohibit Homeowner from having a home office provided the home office does not otherwise violate the foregoing, or a properly licensed foster family home, family day care or residential care facility which the Community is required by law to accept.

C. Except for the sale of Homeowner's home, no "auction," "moving sale" or "garage sale" will be permitted if it involves advertising or other announcements inviting members of the general public to come into the Community.

D. Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted. Solicitations for political purposes will be permitted so long as they do not unreasonably disturb residents of the Community, the Community has been notified in advance and the solicitor is accompanied by a resident.

E. "Caravanning" by Realtors or brokers of homes which are for sale is specifically prohibited.

F. All exterior "For Sale" signs must comply with the provisions of the *Mobilehome Residency Law*. For sale flags and banners are prohibited.

20. SUBLETTING:

Homeowner will not sublease, or otherwise rent all or any portion of Homeowner's Space. Homeowner is specifically prohibited from renting or allowing others to use their space without charge when they are away. **AS IS TRUE OF ALL OF THE RULES AND REGULATIONS, THIS RULE MAY BE CHANGED OR ELIMINATED AT ANY TIME IN ACCORDANCE WITH THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW AND WE WILL HAVE NO LIABILITY TO YOU OR OTHERS IF WE DO SO. Management/Owner RESERVES THE RIGHT TO LEASE, RENT OR SUBLET ANY OF ITS SPACES OR Management/Owner'S HOMES WITHIN THE COMMUNITY.** In the event that Management/Owner is required by law to permit subletting, any such person subletting from Homeowner will be subject to the same requirements for prior approval of purchasers as set forth in paragraph 22 herein. In such event, unless otherwise prohibited by law, Homeowner will only be permitted to sublet his or her home under the following conditions:

A. A medical emergency or medical treatment requires Homeowner to be absent from his or her home as confirmed in writing by an attending physician;

- B.** Homeowner's home is his or her primary residence;
- C.** Homeowner has resided in the Community for a period of not less than one (1) year;
- D.** Homeowner sublets his or her home for a period of not less than six (6) months nor more than (12) months;
- E.** Homeowner's sublessee complies with all rules and regulations of the Community;
- F.** Homeowner keeps his or her address and telephone number, or the address and telephone number of his or her legal representative, on file with Management/Owner;
- G.** Homeowner deposits with Management/Owner a security deposit equal to two (2) months' rent, which deposit will be maintained for the duration of the term of the sublease;
- H.** Rent and other charges are paid only by Homeowner, who will remain liable for rent and other charges; and
- I.** The amount Homeowner charges his or her sublessee does not exceed the sum of Homeowner's space rent, utilities and any scheduled payments on Homeowner's home.

21. INDEMNIFICATION:

Management/Owner shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any resident or any of the employees, guests, invitees, permittees, or licensees of any resident, or of any other person whomsoever, caused by any use of the Community or space, or by any defect in improvements erected thereon, or arising from any cause whatsoever, unless resulting from the negligence or willful act of Management/Owner. Management/Owner strongly urges residents to keep their homes secured and all personal effects insured for their protection. It is strongly recommended that residents fully secure all windows with locking devices and that a deadbolt lock with a one inch throw be installed on all doors. It is suggested that each homeowner carry personal liability and property damage insurance and replacement coverage on their home and belongings.

22. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS:

If the prospective buyer/transferee/assignee of Homeowner's home intends for the home to remain in the Community, or for the buyer/transferee/assignee to reside in the Community, said buyer/transferee/assignee must do the following before occupying the home:

- A.** Complete an application for tenancy;
- B.** Be accepted by the Community;
- C.** Execute a rental agreement or other agreement for the occupancy of the Space;
- D.** Execute and deliver to Management/Owner a copy of the Community's then effective Community Rules and Regulations and other residency documents; and
- E.** Provide proof to Management/Owner that the mobilehome which occupies the premises has been registered in the name of the prospective buyer/transferee/assignee.

IF THE BUYER/TRANSFeree/ASSIGNEE FAILS TO EXECUTE THE COMMUNITY'S LEASE OR RENTAL AGREEMENT, HE/SHE SHALL HAVE NO RIGHTS OF TENANCY.

23. REMOVAL ON SALE:

Management/Owner may, in order to upgrade the quality of the Community, require the removal of homes from the Space upon their sale or transfer to a third party, in accordance with the provisions of the *Mobilehome Residency Law* and other applicable law. Any such rights granted Management/Owner due to amendments, deletions, or modifications of the *Mobilehome Residency Law* and other applicable law may be enforced by the Management/Owner at its option.

24. ANIMALS:

A. Only animals that spend their primary existence within the interior of the home are permitted;

B. The type of animals permitted are cats, dogs that do not exceed eighteen (18) inches in height at the shoulder, small birds, such as parakeets and canaries, fish and other usual household animals/pets approved by Management/Owner. Farm animals (chickens, pigs, etc.), animals which may be dangerous or have unpredictable behavior (Pit Bulls, Rottweilers, German Shepherds, Huskies, Doberman Pinschers, Chow Chows, Great Danes, St. Bernards, Akitas, or mixed breeds thereof) and exotic animals (snakes, etc.) are not allowed. Management/Owner reserves the right to request Homeowner/Resident to have the animal examined by a veterinarian to have it certified as to breed or potential dangerous character. With the exception of fish and caged birds, **no more than two (2) animal/pet will be allowed per home.** All non-house animals are prohibited;

C. Each animal must be registered with Management/Owner, licensed and inoculated in accordance with local law. Upon request by Management/Owner, Homeowner/Resident must provide within seven (7) days of the request, evidence of licensing, inoculation and a picture of their animal;

D. Animals will not be allowed in the laundry or common areas at any time with the exception of guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1. Animals are not permitted to invade the privacy of other residents' spaces, flowerbeds, shrubs, etc;

E. Any animal running loose in the Community will be impounded at the animal owner's expense and the resident may be notified to vacate his space or give up his or her animal;

F. Animals must be walked on a short leash at all times. When walking an animal within the Community, the individual walking the animal is responsible for picking up and disposing of any excrement from the animal;

G. Regardless of the area, any excrement left by an animal must be picked up immediately and disposed of properly;

H. Animals will not be allowed to cause any unreasonable disturbance or harm. If an animal causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property), permission to keep the animal may be revoked;

I. Except for guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1, guests are not permitted to bring prohibited animals as referenced herein into the Community;

J. Guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1, are subject to the same restrictions set forth in this Rule 24 except as specifically set forth herein to the contrary or as required by law.

K. No exterior animal housing, pens or cages are permitted in the Community, including, but not limited to, any type of confining barricade or structure.

L. Tying of animals outside the home and leaving them unattended is prohibited.

M. Feeding stray cats, other stray animals and wild animals in the Community is prohibited.

25. MOBILEHOME REGISTRATION:

Homeowners must provide Management/Owner annually, or within seven (7) days upon written request, proof of the current registration (from the Department of Housing and Community Development or Department of Motor Vehicles) or tax bill (if on the local property tax roll) for their mobilehome.

26. AMENDMENT OF RULES:

Management/Owner reserves the right to amend any and all of the Community's Rules and Regulations in accordance with the provisions of the *Mobilehome Residency Law* and any other applicable law.

27. PARAGRAPH HEADINGS:

The heading and titles of the paragraphs within these Rules and Regulations are included solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the provisions contained herein.

28. ACKNOWLEDGMENT:

I have had an opportunity to read the above Rules and Regulations. I have received a copy of the Rules and Regulations and all documents incorporated herein. I agree that I, each member of my household, all guests and other persons in the Community with my permission or the permission of any member of my household, will comply with these Rules and Regulations.

Dated: _____

RESIDENT

Dated: _____

RESIDENT

Dated: _____

RESIDENT