

**RULES AND REGULATIONS  
OF  
PALM CANYON MOBILE CLUB**

These are the Rules and Regulations of PALM CANYON MOBILE CLUB (the “**Park**”). These Rules and Regulations (“**Rules**”) have been prepared in accordance with California Civil Code Section 798 *et. seq.* commonly known as the Mobilehome Residency Law.

**The following Rules are part of your rental agreement/lease with the Park and are incorporated into your rental agreement. Please read these Rules carefully and keep them on file as they constitute a binding agreement between you and the Park.** Violations of these Rules will give the Owner cause to evict anyone living in the mobilehome pursuant to section 798.56(d) of the California Civil Code, and/or cause to obtain an injunction against the homeowner/tenant, enjoining the homeowner(s) or their guests from further rule violation, pursuant to section 798.88 of the California Civil Code. A notice of violation of these rules will be sent to any registered owner and legal owner of the mobilehome as required by the Mobilehome Residency Law. If any of these Rules are unclear, Park management should be contacted for an explanation.

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

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

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

- A. “Common Areas”** means and refers to the common areas of the Park which are for the benefit of all of the Residents and their Guests; which Common Areas may be amended, repaired, replaced, added to or altered from time to time by the Park.
- B. “Guests”** includes all of the Resident’s agents, employees, persons sharing the Space pursuant to Civil Code Section 798.34, invitees, permittees, or licensees or other persons in the Park or on the Space at the invitation, request or tolerance of Resident. Guests do not have the right to occupy Resident’s Home unless and until approved by the Owner pursuant to these Rules.
- C. “Home”** means the dwelling unit located upon a Space which shall be a mobile or manufactured home as defined in California Health and Safety Code Sections 18008 and 18007, respectively.
- D. “Homeowner”** means the persons identified on the rental/lease agreement with the Owner for the occupancy of a Space within the Park. At least one person identified as a Homeowner on the rental/lease agreement shall be a registered owner of the Home at all times.
- E. “Manager”** or “**Management**” means the onsite manager, management team or other personnel and employees of the Owner.
- F. “Owner”** includes the owners of the Park, Palm Canyon MHC LLC, a California limited liability company, and all references to Owner shall include its managers, employees and agents.
- G. “Park”** means Palm Canyon Mobile Club.

- H. **“Resident”** means the identified Homeowner on the rental agreement/lease, and all other persons who lawfully occupies a Home within the Park. All Residents must be approved by the Park to be considered as lawfully occupying a Home within the Park.
- I. **“Space”** means and refers to the space rented by Homeowner from the Owner for the placement of Homeowner’s Home. The boundaries of the Space rented to Homeowner shall be the lesser of either (i) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (ii) the apparent physical boundaries of the Space as they exist at the time the rental agreement is/was entered into.

## 2. OCCUPANCY STANDARDS AND AGE LIMITATIONS.

- A. **Occupants.** The persons allowed to occupy a Space within the Park shall be only the Homeowners and such persons’ Guests. The maximum number of persons allowed to occupy a Home on a Space shall be limited to two persons per bedroom plus one extra person per household. No other persons shall be allowed to reside on the space without the express written permission of the Park or as provided below. The space shall be used for residential purposes only and no business, including yard sales, is allowed.
- B. **Rental or Lease Agreement.** The Residents shall not violate any terms or conditions of any rental or lease agreement that exists between the Park and Residents. All terms, conditions and obligations of the rental or lease agreements are hereby incorporated as though set forth in full.
- C. **Payment of Rent.** Homeowner must pay all rent, utilities and other charges on the first (1st) day of every month. If rent, utilities and other charges are not paid before the sixth (6th) day of the month (even if such date is a weekend or holiday), Homeowner will be considered late on the rent. A partial payment of the total amount of rent (or any portion thereof), tendered by Homeowner may be refused by Park at its sole discretion, and any attempt to make such partial payment shall be a material breach of the lease and these Rules.

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

- D. **Subleasing.** Subleasing shall be permitted in accordance with a separate written Sublease Agreement and the policies set forth therein. Except as provided in California Civil Code §798.23.5, no subleasing or assigning of any Space or tenancy is permitted unless and until approved by Management and Homeowner has executed the Sublease Agreement.

### 3. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

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

### 4. GENERAL CONDUCT WITHIN PARK.

- A. **Nuisance, Substantial Annoyance or Dangerous Activity.** Actions by any person of any nature which is dangerous, a nuisance, substantial annoyance or may create a health and safety problem or unreasonably disturb or interfere with others quiet enjoyment are not permitted within the Park. 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.
- B. **Noise.** Radios, televisions, stereos, musical instruments, and other devices may not be used within the Park in such a manner as to disturb others. Ham or CB radios or other radio transmitters, which may cause interference to telephone, television, or radio reception are prohibited. Unusually loud noise from cars or motorcycles is also prohibited. Excessive noise under this provision constitutes a substantial annoyance.
- C. **Waste.** Waste (any activity that lessens the value of the property) or nuisance (the unreasonable, unwarranted, and/or unlawful use of property) by Residents is prohibited. Any activity that

unreasonably constitutes nuisance or waste or interferes with another person's quiet and peaceful enjoyment of their premises constitutes a substantial annoyance and is prohibited. No person may encroach or trespass upon any area which is not intended for general use by the residents and their guests. There is to be no littering, including cigarette butts and dog droppings on the Resident's Space, any Common Areas, or upon the Space of another Resident.

- D. Public Intoxication / Loitering.** Persons under the influence of alcohol or any other intoxicating substance (whether legal, prescription or otherwise) shall not be permitted in any common area of the Park and will constitute a substantial annoyance. Loitering is prohibited within the Park.
- E. Illegal Conduct.** Residents and their Guests are prohibited from violating, any local, state, or federal law while located anywhere on Park premises, including, but not limited to, the Home or the Space. Illegal conduct will be in violation of these Rules and considered to be a substantial annoyance under the Mobilehome Residency Law.
- F. Treatment of Park Personnel.** The Owner is represented by a Manager and other personnel who are vested with all the legal rights and authority necessary to enforce the Rules on behalf of the Park. The Manager, any of its agents and all other employees must be treated with respect and must not be subject to intimidating behavior, excessive phone calls, excessive interruptions, harassment, abusive language, retaliatory behavior, or violence by Homeowner, Resident or their Guests. A violation of this provision will constitute substantially annoying behavior under the Mobilehome Residency Law. This provision includes Park agents and vendors of Park. The converse is also the case. Management must treat residents and their guests courteously, with respect and dignity, as they would expect to be treated. Homeowners and Resident shall not request assistance from Park Management employees for personal reasons.
- G. Complaints and Tenant Disputes.** Neither the Owner nor any of the Owner's employees are legally empowered to act as law enforcement officers and will not act in that capacity. Homeowners, Residents and their Guests should refer to Rule 20 herein for additional information regarding complaints.
- H. Care of Park Property.** The Park prohibits all conduct which constitutes a nuisance or waste to Common Area, conduct that is illegal under local, state, or federal law, and conduct that threatens damage or harm to persons or property. Park further requires the Community's common areas to be properly maintained and treated by Homeowners, Residents and their Guests.
- i. Sewer Disposal.** Homeowner may only place sewer appropriate waste materials in the sewer system. Homeowner shall not put anything other than toilet paper in the sewer system and shall not, under any circumstances, place feminine products, wipes (including flushable wipes), trash, paper towels, kitty litter (including flushable litter), chemicals, cleaning products, medicines, drugs, or other foreign substances in the sewer system. The Owner may hold Homeowner responsible for clearing any clogged, broken or damaged sewer lines where the obstruction or damage is located on the Homeowner's side of the main or common line or where the obstruction or damage was caused by Homeowner.
  - ii. Trespass.** Residents and Guests are forbidden from entering onto or using for any purpose any portion of any vacant Space within the Park. Residents and Guests are also forbidden from parking or trespassing on vacant Spaces, or parking in another Resident's driveway or designated parking area without that Resident's permission.

- iii. **Impermissible Conduct.** Residents and Guests are not permitted to engage in any dangerous, annoying, disturbing, reckless, injurious, or harmful activities in the streets or common areas of the Park that may result in injury or damage to the Common Area, any other Space or Home or to other Residents within the Park.
- iv. **Toxic Chemicals.** Proper hazardous substance and waste disposal, removal or remediation is required of all Homeowners at the Homeowner's sole cost and expense. Typical hazardous substances include automobile, boat and motorcycle fluids, oils or batteries; household batteries; light bulbs; cleaning fluids and solvents; gasoline, paint and other thinners; oils, brake fluids, transmission fluids and oils. Homeowners may not keep, store, or dispose of any hazardous substance in any place within the Park, including within or about the Home, Space, garage, storage shed or elsewhere in the Park, in excess of the quantities required for typical single-family household use. Specifically, no flammable, combustible, or explosive materials or chemicals may be stored in the Home or about the Space. A violation of this provision constitutes a substantial annoyance. If a resident is planning to use airborne toxins that can affect others, such as pesticides, herbicides, and solvents, they must notify immediate neighbors before use so those neighbors can, if desired, protect themselves by closing their windows or leaving the premises for the duration. Also, there is to be no pesticide spraying of trees by Management on a Space without prior notification to the Resident.

I. **Damage to Common Area.** If there is a sudden or unforeseeable breakdown or deterioration of the Common Area or physical improvements, the Park shall have a reasonable period of time after it learns of the condition to make repairs and bring the property or improvement into good working order.

5. **USE OF COMMON AREAS.** The Common Areas and all common facilities are provided for the use of the Homeowners, Residents, and Homeowners' Guests and for no one else without the prior permission of the Owner. Use of the facilities shall be in accordance with the hours and rules as may be posted in the facilities themselves in addition to the rules contained herein.

A. Should the Park find any Resident or Guest to be under the influence of alcohol or drugs, in that he or she is physically or emotionally impaired, the Park shall have the right to require the Resident or Guest leave the Common Area. Smoking, vaping or the use of other electronic cigarettes or smoking devices in the any enclosed Park facility, including the clubhouse, and in the pool area, is strictly prohibited.

B. Hours of operation of the clubhouse and pool are posted at the facilities and are subject to change by Management. Residents shall observe posted hours or otherwise obtain prior written approval of Management for use of the facilities beyond the posted hours.

C. THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HOMEOWNERS' GUESTS ARE AT THEIR OWN RISK. Park recommends that for the safety of children, children under the age of fourteen (14) years should be accompanied by an adult. The use of the swimming pool is restricted to the rules and hours posted at the pool. Homeowner, Residents or their Guests must vacate the pool at the direction of Management if Management determines that posted rules are being violated or if the pool needs to be closed for any purposes.

D. The use of the clubhouse by Residents and Guests is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a request in advance and the posting of a security deposit. Said parties must not conflict with Park

planned activities. No resident may rent out any Park facility and collect a fee for same.

1. Persons using the clubhouse (excluding the bathroom) must be dressed in normal street attire. No wet clothing are permitted within the clubhouse. Persons using the pool area and accessing the restrooms may do so provided that their bathing suit is not dripping and leaving water across the floor or on any furniture within the clubhouse.
2. The Park common area facilities may not be used for private parties, meetings, or other gatherings without written permission of the Park. At no time may any such function be open to the public at large (except as expressly permitted under the Mobilehome Residency Law).
3. Any Homeowners wishing to rent out the dance hall portion of the Clubhouse for a private event (i.e. an event not open to all Homeowners within the Park) may do so under the following conditions:
  - i. Pay a refundable deposit of \$500.00. The deposit will be returned within 7 business days provided that the dance hall is left in a clean, undamaged condition; otherwise the costs of any repair and cleaning will be deducted from the deposit.
  - ii. Pay a one-time use fee of \$250.00 (separate from the deposit), except for events open to all residents of the Park.
  - iii. Homeowner must provide proof of insurance for the use of the dance hall for events in which alcohol will be served which identifies the Owner as an additional insured and providing a minimum of general liability coverage in the amount of \$1,000,000.00.
  - iv. Obtain a request form provided by Park Management, which will include the following information, at least one week in advance. Indicate in writing who will be personally responsible for the conduct of the meeting and for cleanup and for any damage to the Park's equipment, buildings, and facilities; the number of people who will attend; the nature of the gathering (e.g. social, recreational, political, etc.); the event start and end time.
  - v. If Park management gives written permission for use of the facilities, the gathering may take place.
  - vi. Management may deduct the cost of any damage or the cost of cleaning from the deposit (if any). Damages in excess of amount of deposit will be billed to responsible person.
  - vii. Smoking, vaping or the use of other electronic cigarettes or smoking devices in the clubhouse is strictly prohibited. Serving of alcoholic beverages will require any necessary licenses and permits.

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

**F.** All recreation facilities are used at Residents' and Guests own risk. Homeowner, on behalf of Homeowner, Residents and their Guests, waive any and all claims for damages, injuries or

otherwise, resulting from the use of the common areas and/or Common Area.

- G. Gym (Fitness Facilities):** Rules and restrictions for the gym and fitness facilities use are posted within the fitness room and may be changed from time to time by the Park. The gym and fitness equipment is used at the Owners, Residents or their respective guests own risk
- H. Dog Park:** The Park's Dog Park shall be used as the only area within the common areas where dogs may be off-lease. The owner of the dog will be absolutely responsible for cleaning up all animal waste and properly disposing of such waste. The owner of the dog must be present with the dog while in the Dog Park area. In the event a dog is aggressive, bites, injures, attacks or otherwise becomes a nuisance, the Park reserves the right to prohibit the particular dog from using the Dog Park.

## 6. GUESTS.

- A. General Requirements.** Homeowner is allowed to have guests stay at his/her home; however, said guests must agree to abide by all Park rules and must be accompanied by Homeowner while residing at the Park and using the Common Area. Homeowners are responsible to acquaint all of their guests with the conditions of tenancy, including but not limited to the Park's Rules and Regulations. Homeowner is personally responsible for all the actions and conduct of his/her/their Residents, guests, invitees or licensees on the Home, Space and Common Area. Homeowner is not allowed to have others reside in his/her home during Homeowner's absence from the Park without the express written permission of the Park which may withhold said permission at its sole discretion. The Homeowner shall notify the Park of any guests that will be staying in the Home (when Homeowner will not be in the Home) at least five (5) days prior to the first night the guests will be in the Park. *The Park will have no responsibility for watching over guests, ensuring only approved guests use a Home or providing access to the Home to Homeowner's guests.*
- B. Guest Fees.** Guests remaining in the Park more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register with the Park management and apply for permanent guest status as indicated below so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Park management. All guests who remain in the Park over twenty (20) consecutive days or thirty (30) days total in a calendar year must meet the applicable age guidelines of the Park.

The Park may charge any Homeowner a fee of \$25 per day for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year; or an additional charge of \$150 per month for any "Permanent Guest," as described below, whichever amount is less, to cover administrative costs incurred as a result of the additional person in the Space, unless, in either case the guest is a member of the Homeowner's immediate family as defined in Civil Code §798.35, or is a guest pursuant to Civil Code §798.34 (b), (c), or (d).

- C. Permanent Guests.** Any Homeowner wishing to have a guest stay with the Homeowner more than twenty (20) consecutive days or thirty (30) days in any calendar year, including immediate family members or guests pursuant to Civil Code §798.34 (b),(c), or (d), must register such guests with the Park and upon registration such persons shall be deemed a "Permanent Guest". The Park may accept or reject the registration of such guest if the management reasonably determines that, based on the Park rules, the applicant's prior tenancies or conduct while a guest in the Park, he or she will not comply with the Rules and Regulations of the Park. All Permanent Guests shall have no rights of tenancy in the Park and shall comply with the Park's Rules and regulations. All Permanent

Guests must sign a separate agreement with the Park acknowledging their status as guests and not tenants, and agreeing to comply with the Park's rules and regulations and other conditions of the agreement, as a condition of acceptance of their application.

## **7. VEHICLES.**

- A.** Only two (2) passenger vehicles, pickup trucks or vans used for passenger purposes are allowed for each Space unless expressly permitted by Park in writing. All vehicles parked within the Park must be street legal and operable and have a current license. Any other vehicles owned by Homeowner must be parked out of Park and no storage of unlicensed or inoperable vehicles is permissible within the Park. Guests must park their vehicles in Guest Parking area.
- B.** The speed limit in the Park is posted and may be modified from time to time by the Park. Homeowners, Residents and their Guests must abide by all posted speed and traffic signs at all times and shall comply with all other laws relating to the use and operation of vehicles. Vehicles must be operated in a safe manner. Everyone must obey all posted traffic control signs. No motorized vehicle may be operated within the Park by any person who is not licensed to drive.
- C.** No repair or maintenance work of any kind may be performed on any vehicle, boat, recreational vehicle or trailer (excluding Homes) within the Park, including changing of oil, transmission fluid or antifreeze. Homeowner may check and add fluids, check tire pressure and replace lights only; however, all waste must be properly disposed of and not placed in any Park drains, a Home drain, poured out on the street or gutters or on any plants or landscaping. Failure to follow these rules may result in a fine and reimbursement of costs for professional cleanup. Vehicles may be washed in the driveway or directly in front of a Home using water from the Resident's Unit.
- D.** Resident's vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Park and vehicles (including motorcycles) which exceed the legal noise restrictions are not permitted. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Park until repaired in order to prevent damage to the pavement or contamination of the ground.
- E.** No Homeowner or guest shall operate a non-street legal motor scooter, minibike, or any other two- or three-wheel motorized vehicle in the Park without the prior written consent of Park management (however, this does not prohibit the use of personalized scooters such as a Rascal, used for mobility purposes). Licensed street-legal motorcycles may be ridden to and from Park entrance in an orderly manner provided they are not loud and disturbing. Electric Golf carts are permissible upon providing Park with verification of proper insurance for the use and ownership of the golf cart and demonstrating adequate parking availability wholly within the Homeowner's Space.

## **8. PARKING.**

- A.** Parking of Homeowner's vehicles is permitted only on Resident's Space and may only be parked on the driveway, and not on the landscaped or other areas of the Space. Street parking is allowed only to load and unload vehicles for a period of time not to exceed one hour, provided the street is not blocked. No vehicle may be parked overnight on the street. Homeowner shall not park in areas designated as guest parking without express written permission of Park which may withhold such



permission as it so deems. Guest vehicles may be parked on tenant's driveway, providing the total number of vehicles does not exceed number allowed, or in guest parking area. No Homeowner nor guest may park in any area site designated as a fire lane or on any other Space (including vacant Spaces).

- B.** Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked continuously and in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Park management, in writing, in advance. Homeowner hereby gives the Park the express permission to tow any vehicle which is illegally parked or stored either on the Space or anywhere in the Park. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.
- C.** No boats, campers, travel trailers or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area and then only upon execution of an agreement with Park and at the prevailing rental rate for such parking space. Homeowners interested in storing their RV at the designated area should consult Park management for an RV Agreement and fees. RV's or trailers may be parked on the street for purposes of loading and unloading, for a period of time not to exceed four (4) hours.
- D.** Any vehicles parked in violation of these rules and regulations may be towed away and stored at the expense of the owner.

## **9. SALE OF HOME.**

- A.** Homeowners must notify the Park or its management within fifteen (15) days of listing or advertising the Home for sale. Homeowners must comply with the other requirements under the *Mobilehome Residency Law*, including without limitation, the sixty (60) day notice of intent to vacate the Home.
- B.** Park management reserves the right to perform an inspection of the Home and space so that items requiring repairs or maintenance may be noted pursuant to Civil Code Section 798.35.5. The Management further reserves its rights under Civil Code Section 798/73 to require removal of the Home upon transfer to a third party in order to upgrade the quality of Park.
- C.** A Homeowner may display signs advertising the sale of his/her Home during the period of time that the Home is offered for sale and prior to actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs may be posted (i) in a window of the Home or (ii) in front of a Home if the sign is an H-frame or A-frame design with the sign face perpendicular to, but not extending to, the street. Homeowner shall be solely responsible for the placement of the sign, including ensuring no damage to underground utilities. No handwritten signs are permitted. One sign per Home.
- D.** Any Home that shows visible obsolescence, is in run down condition, or in disrepair, if sold, shall remain in the Park only upon repair, improvement and modernization of the Home to a condition in compliance with Park standards as set forth in these Rules and Regulations and Title 25 pursuant the Mobilehome Residency Law.

## 10. HOME STANDARDS.

- A. **Insurance/Loss.** Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's home, all personal property contained therein and other accessory structures, and provide written proof to the Park management of such coverage. The Park is not responsible to Homeowner, Resident, or any Guest for any loss due to natural disaster, fire, accident, theft, malicious mischief, or any other loss whatsoever. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.
- B. **Exteriors.** Homeowners must ensure the following: Exteriors of the Home must be kept clean and neat. All utility connections must be kept in safe, leak-proof, accessible and operative condition at all times. Clothing or other materials not approved as accessories by management may not be hung from the Home, nor outside of the Home. Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean and approved in writing by Park management are the only freestanding items permitted outside of the Home.
- C. **Lot Usage.** Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view on the lot at any time. Use of the laundry lines or other laundry facilities provided by the Park is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours. Storage is not allowed under the Home, and all materials or debris gathered or accumulated there must be removed immediately upon request of management. No person may sleep outside the Home in a vehicle, storage shed, trailer, RV or on the Space or within the RV storage area, at any time.
- D. **Home Registration/Licensing.** Each Home must bear a current license, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the Home and accessory buildings. Homeowner shall furnish to Park a copy of the registration and insurance of the Home located on Homeowner's Space annually upon renewal and the Homeowner shall keep the registration of the Home current at all times. In the event Homeowner fails or refuses to provide a current copy of the registration, the Park will obtain a copy from Department of Housing and Park Development and the Homeowner will be liable to the Park for reimbursement of the expense incurred in obtaining the registration information.
- E. **Inspections.** The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including but not limited to installation of the Home, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Park may require work be completed, and inspect or approve something, it is for the Park's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

## 11. INSTALLATION OF NEW HOMES, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.

- A. **Prior Approval.** Prior to installing any Home, accessory structure, or other development, Resident must submit, for Park's approval, a written plan with drawings to scale, detailing what Resident proposes to construct. It is the Homeowner's sole responsibility to ensure that the Home satisfies the Park's Rules and any architectural requirements which may be in place from time to time. The

Park Management shall provide written approval or denial within five (5) business days of receipt of written plan. Any items installed without the Park's written approval must be removed within seven (7) days of notice from the Park.

- B. Completion.** The installation of all accessory structures, appliances, equipment or other items must be completed within ninety (90) days after Homeowner signs the Park's rental agreement if the Home is placed at the time of signing such rental agreement; or within ninety (90) days of the placement of the Home on the Space, whichever is earlier. In the event the applicable governmental agency causes delays in issuance of permits, Homeowner must notify Park and keep Park apprised.
- C. Landscape Completion.** Within ninety (90) days of placing a Home on a Space, Homeowner shall, at his/her expense, landscape, and install awning (if required), and improvements for porches, carport, and utility shed to the satisfaction of management and in accordance with these Rules and Regulations.. Probably need to make it 90 days. Also, we aren't requiring awnings, does the above imply we require awnings?
- D. Home Standards.** Only Homes which are no more than two (2) years old from the date of installation and which comply with the Park's home standards (as may be modified by the Park from time to time) may be installed within the Park and only upon prior approval of the Park. Notwithstanding the foregoing, the Park may, in its sole discretion, inspect a Home proposed to be moved into the Park that is older than the requirements set forth herein and provided the Home satisfies the other standards set forth herein, the Park may, but is not required to, approve such Home. The Park will provide the current home standards upon request.

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

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

- E. Standards Compliance.** All new Homes to be placed within the Park shall satisfy the general Home standards outlined herein below and shall comply with all local, state and federal requirements for a Home.
- F. Architectural Standards.** The Park has "home standards" including architectural requirements, which may be amended from time to time. Only homes which are approved by the Park, satisfy the requirements set forth in the home standards and the standards set forth in these Rules may be brought into the Park.

## **12. HOME MAINTENANCE AND APPEARANCE.**

- A. Prior Approval.** All exterior accessory buildings and/or modifications on a Space, including removal and replacement of a Home, installation of sheds or accessory structures, exterior painting, roofing, gutters, fences, landscaping, exterior lighting, or other work which would normally require a permit including when the work is wholly within the Home, must receive written approval by

Management prior to application for building permits and/or start of work. Homeowner should always check with Management when planning any change to his/her Home or Space before incurring any costs associated with the change. Management will endeavor to provide guidance on when a permit is required; however, Homeowner is solely responsible for knowing when and obtaining the applicable permits from the required governmental agency.

- B. General Maintenance.** Homeowner shall maintain the Space, Home and all structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive, well-kept fashion, and in full compliance with all applicable laws and regulations, Including Title 25. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances, and maintained in good repair and condition. Homeowner is responsible for any damage caused as a result of digging upon the space. Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests.
- C. Storage.** Unless specifically permitted by the Park's written statement, nothing may be placed or stored outside of the Home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the Home, except hitches, wheels and lights removed from the Home. No Homeowner may maintain more than two (2) storage sheds on Space, as long as both combined do not exceed a maximum of 120 square feet, and the location is pre-approved by Park management. All storage sheds must be of an approved manufactured type of anodized material, painted to match the exterior of the Home, and kept in good condition.
- D. Trash.** All trash must be kept in a concealed place until placed in the community dumpsters, and Homeowner shall not litter any area of Park nor shall any trash or rubbish be stored outside the Home. Trash includes all grass cuttings, leaves, and other yard debris. Only standard household trash may be placed in the community dumpster; all oversized items, such as mattresses, furniture, etc. and all items considered hazardous materials or hazardous waste, such as light bulbs, batteries, paints, automotive oils, etc. shall be separately disposed of by the Homeowner at Homeowner's sole cost and expense. Trash, garbage and other waste shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition.
- E. Replacement.** If any portion of the exterior of the Home or its accessory equipment or structures or Space area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the Home or storage shed, awning supports, down spouts, skirting, steps or porch. Homeowner must obtain Park's consent prior to doing any major repair or painting of the exterior of his/her Home or storage shed.
- F. Utility Connection.** The utility pedestal and hookup area must be accessible at all times. On request, animals shall be confined to an area that allows for access to the utility pedestals, hookup areas and meters. Electrical equipment shall have a working space of not less than 30 in. wide and 30 in. deep in front of and centered on the service equipment; all other equipment shall have clearance of 24 in. on either side of same and shall not be covered in any manner. **Each Space is provided with a 100 AMP 120/240 Volt service for the connection of a Home and all accessory structures.** Homeowner is solely responsible for ensuring the Home's electrical load and usage does not exceed that allowed to the Space. Homeowner shall not tamper, inspect, modify, replace, alter or open the utility pedestal for any reason. If the Park's gas or water shut-off valves for the main lines are located on Homeowner's Space, it must be kept uncovered and accessible at all

times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

- G. Breakdown or Deterioration of Physical Improvements.** With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the Management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
- H. Awnings and Skirtings.** Any down drain gutters installed must extend to the drainage area of the Park. Awnings must have unitizing across the street side of the home to the outside edge of the awnings. A manufactured aluminum, masonite or decorative wood type skirting to match siding of home is required completely around the home. No wood, wire or other material is allowed. Brick skirting may be allowed; however, it must first have the Park's approval.
- I. Electrical Appliances.** Due to the potential for overloading of the Park's electrical system, the installation or replacement of any electric heat pumps, air conditioners, or other major appliances must be approved by the Park prior to installation. The Park may require removal of any appliances, including air conditioning units) that, in the Park's reasonable discretion, adversely affect the Park's utility system.
- J. Air Conditioners.** No electrical, refrigerated, central, window or natural gas air conditioners are allowed to be connected or installed without the Park's prior approval in its absolute discretion. If an air conditioning unit is permitted, the unit must be placed on a side of the Home or an area near the rear of the Space away from the street and in such a manner as to minimize any disturbance to neighbors to the extent reasonably possible.
- K. Accessory Equipment.** Prior to commencing installation of/or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Park's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform to the Park's standards shall be removed by Homeowner within thirty (30) days of receipt of written notice from Park.
- L. Permits.** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas or water supplies. Homeowner shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park.
- M. Contractors performing work.** Each contractor performing work in the Park on the Space and/or Home must be registered with the management, and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his/her Space has proper authorization from management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by

the Homeowner or for any damages sustained.

- N. Exterior lighting.** Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard. Outside lighting is recommended by Management, within these guidelines.
- O. Utility easements.** Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements
- P. Drainage.** No one may alter existing drainage grading of the Space without the Park's consent.
- Q. Placement of Satellite Dishes.** This rule applies to the placement on a manufactured home or leased Space of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a resident of the Park must be affixed to the resident's home or improvements or the ground within the resident's Space in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or Space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited. Plans for installation must first be approved in writing by Park management.
- R. Placement of Television Antennas.** This rule applies to the placement on a manufactured home or leased Space of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive Park, residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, it must be affixed to the resident's home or improvements or the ground within the resident's Space in a location not visible from the street. The antenna must be no higher than 12 feet above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or Space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Park management.
- S. Driveway Maintenance.** Homeowner is responsible for the day to day maintenance of the driveway, including, without limitation, the removal of any and all oil, rust stains, or other substances on the driveway. The Park shall only be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by the Park. Homeowners shall be responsible for the maintenance, repair, replacement, paving,

sealing, and the expenses related to the maintenance of all driveways installed by Homeowner (or a prior homeowner of the Space). Homeowner may be charged for the cost of any damage to the driveway cause by acts or negligence of Homeowner, Resident or their Guests or a breach of the Homeowner's responsibilities under these Rules so long as those Rules are not inconsistent with the provisions under *California Mobilehome Residency Law*.

### 13. LANDSCAPE STANDARDS AND MAINTENANCE.

- A. Each Homeowner shall landscape his/her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Park Management's prior written approval. Landscape of Spaces or changes to existing landscape shall be completed within ninety (90) days of the date the rental agreement is signed or issued or the date work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent of the Park prior to digging or driving stakes or rods into the ground
- B. **Landscape Standards.** The Park's general landscape standards are: (1) the Park encourages the use of native or drought-tolerant landscape so as to reduce the water consumption of landscaping; (2) if rock or other decorative artificial ground cover is incorporated in the landscape plan, no more than two-thirds of the Space shall be covered with rock.; (3) the Park must approve the type of trees planted; (4) no statues, plastic fountains, birdbaths, or fencing is allowed without express written permission of the Park which may withhold said permission at its sole discretion.
- C. **Display of Signs and Flags.** Homeowners may display signs and flags within the windows of the Homes or may place a flag pole attached to the Home provided that (i) the flag pole location does not impede the access view of a neighbor (i.e. limit the visibility of the road from a carport), (ii) the Homeowner receives approval from the Park on the location of the pole and the pole itself does not exceed 4 feet in length. No signs or poles may be placed in the yard area of the Space.
- D. **Removal of Landscaping.** When vacating lot, you may with the Park's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the space and will be the property of the next resident of the space and may not be removed without Park permission.
- E. **Landscape and Tree Maintenance.** All landscape shall be maintained by the Homeowner in a neat, orderly, clean and weed-free condition, including keeping any trees on the Homeowner's Space neatly trimmed. Trees, including those located on Homeowner's Space, may not be removed by Homeowner without the Park's written consent unless the removal is requested by the Park. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Common Area. No homeowner may plant a tree within the Park without first obtaining written permission from the park management.

The Park shall be solely responsible for the trimming, pruning, or removal of a tree located on a Space within the Park upon the written request by a homeowner or a determination by the Park that the tree poses a specific hazard or health and safety concern. In the event a tree is determined to pose a health and safety concern by the Park, regardless of a notice by a homeowner, the Park shall have the absolute right to trim, prune or remove a tree located on a Space and/or planted by a Homeowner.

- F. Charge for Failure to Maintain.** In the event of failure to properly trim trees, maintain the landscape or maintain the lot in a neat and orderly fashion, upon fourteen (14) days written notice, Park management may enter upon Homeowner's site and proceed to have such trees trimmed or removed and/or lot maintained and charge Homeowner the amount so incurred as additional rent payable with the next month's rent.
- G. Fence and Wall Maintenance.** Homeowners shall be responsible for repairing, maintaining and replacing the fences surrounding their Space. The costs of replacement of shared fences shall be borne equally by the Homeowners of the two adjacent spaces. Homeowner shall be responsible for maintenance, repair and replacement of the block address walls. In the event a fence or wall deteriorates and becomes unsightly, Homeowner shall diligently replace the fence and/or wall. Fences shall not become rusted, discolored, broken or bent.

#### 14. PETS AND ANIMALS.

- A. Special permission to keep a household animal in the Park must be obtained from Park Management.** Each Space is permitted a maximum of two (2) household (domestic) animals which includes, dogs, cats, small birds, and other usual household pet. Each animal must be physically shown to and approved by Management. No exotic pets or non-household animals (such as chickens or other farm animals) or animals which are illegal, dangerous, poisonous or exotic will be allowed. Homeowner may keep a one fish tank, not to exceed 30 gallons, without the need for Park approval.
- B.** All Resident may desire to have reside in the Home with Resident shall be presented to the Park for prior approval. The Park reserves the right to deny an animal if a proposed animal would pose a threat to the health and safety of the Residents of the Park, including animals exhibiting aggressive, threatening or violent behaviors in Management's reasonable discretion. Prior to permitting any animal within the Park, an "**Animal Registration**" must be executed, a copy of which is attached hereto as Exhibit "A" and hereby incorporated by reference.
- C.** Pets must not exceed twenty-four (24") in height when measured at the top of the shoulder at maturity provided, however Management may make exceptions to such limitation upon meeting the dog. No aggressive dog will be permitted regardless of the breed of the dog and as a result of the Park's insurance requirements, and are not allowed to reside within the Park under any circumstance: Rottweiler, Pit Bulls, Pit Bull Terriers, Staffordshire Terriers, Doberman Pinschers, German Shepherds, Presa Canarios, Chow Chows, Akitas, Wolf-hybrids, Cane Corsos or dogs of mixed-breed with identifiable characteristics specific to a prohibited breed.
- D.** To preserve the safety of the Residents within the Park, the Park reserves the right to refuse approval of any dog that is behaves in a manner that is aggressive, dangerous, excessively barks, lunges, bites or jumps on people or toward other animal. Any dog that becomes a nuisance, including excessively barking, jumping on others, biting people or dogs, or exhibiting aggressive behavior toward other people or dogs may be required to be removed from the Park permanently.



- E. Violation of these animal rules or the Animal Registration may result in the termination of the Resident's right to keep the animal in the Park. If any of the rules regarding the animal is violated, and such violation is noted by the Park or a valid complaint is made by another Resident, the Resident owner of the animal may receive an official notice in writing stating that the right to keep an animal within the Park is terminated.
- F. If an animal is lost or dies, written permission to acquire a new animal must be obtained from Management. In the event of offspring, Management must be notified and written permission must be obtained for the offspring to stay in the Management for an interim period.
- G. Each animal residing in the Park (including service animals, companion pets or household pets) must be licensed and inoculated in accordance with local law. All State and local leash laws will apply within the Park. Fences are required and must be installed by all Residents who own a dog. All animals must not be left in yards unattended. Animals running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain an animal within the Park. Animals will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting, excessive noise, or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone's Space, flowerbeds, shrubs or other personal property or space.
- H. Other than guide dogs, signal dogs or other service animals as defined by Civil Code Section 54.1, animals will not be allowed in the clubhouse, laundry or any other recreational area at any time.
- I. Animals should be taken off the premises when exercising. All droppings must be picked up, placed in appropriate pet waste containers or bags and placed in the trash immediately.
- J. Guests are not permitted to leave visiting animals in their car. Guests are to make certain that they adhere to the Park's animal rules. No exterior animal housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. The tying of animals outside the Home and leaving them unattended is prohibited. Excrements of animals on Homeowner's space must be picked up daily, placed in an appropriate pet-waster bag and placed in a trash container.
- K. All food containers and animal housing shall be kept indoors. There shall be no feeding of stray cats or other animals whatsoever. A Homeowner may keep one bird feeder for outside use provided that it be kept in the rear yard and all droppings are cleaned regularly.
- L. Homeowner is responsible for any damage to Park property or the property of other Homeowners caused by animals residing with or visiting Homeowner, including waste and any disturbances or annoyances caused within the Park. If Homeowner's animal or service animal becomes violent, a nuisance or otherwise poses a threat to others within the Park after execution of the Animal Registration, Homeowner must remove the animal from the Park immediately.

**15. ENTRY UPON RESIDENT'S SPACE.** Park Management shall have a right of entry upon the Space for maintenance of utilities, reading of utility meters, for maintenance of the Space where the Resident fails to maintain the Space in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a Home without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the Home.

- 16. OCCUPANCY QUESTIONNAIRE.** Resident shall complete, sign and provide to the Park, on five (5) days written notice, an Occupancy Questionnaire. Such Questionnaire shall contain the following: names of all occupants residing within the Home; nature of the occupancy for each person so names; the legal and registered owner of the Home; names and addresses of all lienholders for the Home; a copy of the registration card or certificate of title issued by the applicable governmental agency for the Home occupying the Space showing the Homeowner identified on the rental agreement as the owner of the Home.
- 17. HOLD HARMLESS.** Homeowner agrees that all personal property including the Home placed on the site shall be placed and maintained at Homeowner's risk and Owner shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner further agrees to hold Owner harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.
- 18. FEES.** All fees chargeable to the Homeowner pursuant to the Lease and the Rules and Regulations, including, but not limited to, late fees, returned check fees, guest fees, maintenance or storage fees shall be deemed "additional rent."
- 19. COMMERCIAL ENTERPRISE OR SOLICITATION.** No Homeowner may engage in any type of commercial business that involves entry of others to the Park or use of the Park water, sewer, or mail service. No garage, patio, or rummage sales are permitted on the Space, and no signs advertising such sales elsewhere are allowed. No commercial solicitation is permitted in the Park. Other solicitation may be permitted only with prior approval by management. Only In-Park Services are permitted.
- 20. PARK PERSONNEL.** Residents shall not request assistance from Park employees for personal reasons during their working hours, except in emergency situations. Any Resident hiring any Park employee hereby understands that that employee is not covered by insurance by the Park for private jobs that they might do for Residents during their off-hours time.
- 21. HOMEOWNER COMPLAINTS.** Homeowner complaints regarding Common Area and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typed written or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the residents of the Park to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. City or county authorities should be notified by Homeowner when appropriate. Documentation of Homeowner complaints regarding the conduct or activities of other tenants must include details such as the nature of the complained-of activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files.

Should the situation escalate into a Park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or

delivered to the Park's management in the Park office.

**22. REVISIONS OF RULES AND SEVERABILITY.**

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

**23. COMPLIANCE WITH LAWS.** Homeowner shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to, Homeowner's Home. Homeowner shall not permit any guests to violate any local, state or federal law while on Park premises. Homeowner acknowledges that a violation of this provision will be grounds for his or her eviction from the Park.

**PURSUANT TO CIVIL CODE SECTION 798.25 THESE RULES AND REGULATIONS ARE EFFECTIVE ON THE EARLIER OF (I) THE DATE THE HOMEOWNER HAS SIGNED THESE RULES, OR (II) AS OF OCTOBER 25, 2018. THESE RULES AND REGULATIONS SHALL REMAIN IN EFFECT UNTIL AMENDED OR OTHERWISE SUPERSEDED.**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
SPACE NO.

\_\_\_\_\_  
HOMEOWNER

**EXHIBIT A**  
**PALM CANYON MOBILE CLUB-ANIMAL REGISTRATION**

Owner Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

**ANIMAL**

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_ Age: \_\_\_\_\_

Does Animal have a Micro-Chip? \_\_\_\_\_ Is the Animal Spayed or Neutered? \_\_\_\_\_

Distinguishing Marks: \_\_\_\_\_

Record of Rabies Shot: Date: \_\_\_\_\_ Expires: \_\_\_\_\_ *Current vaccination records are required.*

*If applicable (initial):* \_\_\_\_\_ Resident asserts that the above identified animal is a Service Animal as such term is used in the Americans with Disabilities Act and is specifically trained to work or perform a task for a disabled person residing within the Home.

*If applicable (initial):* \_\_\_\_\_ Resident asserts that the above identified animal is a companion animal or assistance animal, as such may be defined under the Fair Housing Act or applicable state law. *Park may require verification of the need for the animal as allowed by law.*

Picture of Animal Submitted (Required): \_\_\_\_\_

**ACCEPTANCE AND ACKNOWLEDGEMENT**

I have read the rules for animals set forth in the Rules of the Park to which this Exhibit "A" is attached and which are incorporated by reference herein (referred to herein as "Animal Rules"). I/We understand that any violation of the Animal Rules (as may be applicable to my particular animal) set forth in the Rules and Regulations may result in revocation of my right to have the animal reside with me/us, required removal of the animal from the Home or termination of my/our occupancy.

Resident: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Address: \_\_\_\_\_

Park: \_\_\_\_\_ Date: \_\_\_\_\_