

SUNCREST COUNTRY CLUB
Rules and Regulations
73-450 Country Club Drive
Palm Desert, California 92260
(760) 346-5866

RULES AND REGULATIONS

INTRODUCTION

The Park will operate under California State Laws, applicable County and City Ordinances and the Rules and Regulations as set forth herein. These Rules apply as between Management and the Park Residents and their guests and visitors.

Basic Rule Applicable To All: Although the Park's rules and regulations cover a variety of different subjects, it is simply impossible for them to deal with each and every detail. Therefore, the basic rule and regulation which is applicable to all is that everyone shall conduct themselves in a reasonable manner so as not to do anything to unreasonably adversely affect their neighbors or the ownership or management of the Park. This rule and regulation as well as all of the other rules and regulations apply not only to homeowners and residents of the Park. They also apply to all guests, invitees, or any other persons who are in the Park at the invitation, request or with the permission of anyone who lives in the Park.

YOUR MAILING ADDRESS IS:

Space No. _____
73-450 Country Club Drive
Palm Desert, CA 92260

1. EMERGENCIES: Please advise management at the time of occupancy of the name, address, and telephone number of each person you would like contacted in an extreme emergency.

2. FAIR HOUSING PRACTICES: Suncrest Country Club has no restrictive covenants or policies, implied or written, which would bar residency on the basis of race, religion, sex, profession or for other improper reason. Residency requirements are contained in the Rental Agreement and Rules and Regulations which are in compliance with the appropriate Federal, State and local governmental laws. SUNCREST COUNTRY CLUB IS A "SENIOR COMMUNITY" (I.E., AT LEAST ONE PERSON MUST BE 55 YEARS OF AGE OR OLDER PER MOBILEHOME UNIT AND ALL OTHERS MUST BE AT LEAST 18 YEARS OF AGE).

3. MOBILEHOME SPECIFICATIONS & REQUIREMENTS APPLICABLE TO RENTED SPACES: The Park is an open community. There is no requirement that a mobilehome be purchased from a specific dealer or from representatives showing models in the Park. In order to preserve the attractiveness of the community, certain minimum specifications and requirements have been established for a new mobilehome brought into the Park. Such specifications and requirements may be changed from time to time.

4. MOBILEHOME ARCHITECTURAL SPECIFICATIONS: Any mobilehome installed in the Park shall conform to the "ARCHITECTURAL SPECIFICATIONS AND REQUIREMENTS" as set forth under separate cover. These Architectural Specifications and Requirements, by this reference, are incorporated herein as though set forth in full and must be observed by Residents.

5. MANAGEMENT:

Office:

Telephone:

Business Hours:

Located in Clubhouse

(760) 346-5866

as posted

a. It is requested that community business be conducted during the normal business hours, however, in the event of an emergency, the Resident Managers may be contacted at home.

b. The Management at the Park shall be represented by its Resident Managers vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Management. His decision shall be final and binding upon the Residents.

6. RESIDENT REQUIREMENTS AND GUESTS:

a. A Rental Application must be completed and submitted and the application must be approved by park Management before an individual may reside in the Park. SUNCREST COUNTRY CLUB IS A "SENIOR COMMUNITY" (I.E., AT LEAST ONE PERSON MUST BE 55 YEARS OF AGE OR OLDER PER MOBILEHOME UNIT AND ALL OTHERS MUST BE AT LEAST 18 YEARS OF AGE). No person may regularly occupy or reside in a mobilehome unless at least one person is at least fifty-five (55) years of age and that person will regularly reside in and occupy the mobilehome on a full-time basis at all times in the future. All other persons who will regularly reside in and occupy the mobilehome must be at least eighteen (18) years of age or older. No persons who are less than eighteen (18) years of age may reside in Suncrest Country Club except in accordance with the Rules and Regulations which apply to such guests, whose visits are limited to twenty (20) consecutive days or thirty (30) days in a calendar year.

b. Guests may stay for twenty (20) consecutive days or a total of thirty (30) days in any calendar year as set forth in the California Civil Code. Thereafter, guests will be charged the sum of \$10.00 per day (Unless Civil Code Section 798.34 (b) applies). Management reserves the right to determine whether Park Facilities can adequately and safely accommodate all the Residents and Guests of the Park and therefore may, at its discretion, refuse a guest permission to stay.

c. The Resident is required to acquaint all guests with the Park Rules and Regulations and must accompany guests at all times within the Park. The Resident is personally responsible for all actions and conduct of his guests and to this end is liable for any damages to any property within the Park caused or contributed to by his guests.

d. No waiver by Management of its right to enforce any rent provisions hereof after any default on the part of the Resident, shall be deemed a waiver of Management's right to enforce its rights upon any further or other default by the Resident in connection with the payment of rent. Furthermore, the acceptance of rent under the Rental Agreement shall not constitute a waiver of any breach of any Rule, Regulation or any Covenant of the Rental Agreement nor shall it reinstate tenancy or affect any right, claim, demand or suit against Resident hereunder.

7. SPACE RENTAL - RENTAL AGREEMENT:

a. All Residents must sign a Rental Agreement prior to occupying

any mobilehome in the Park, i.e., Newly ordered home, Model home in the Park or Resale. No Rental Agreement will be considered valid without the signatures of the Resident and Park Management.

b. Spaces in the Park are rented as mobilehome spaces and may be used only as a private mobilehome residence. Each home must have a valid Title and Registration as required by State Law.

8. SUBLETTING AND SALE OF MOBILEHOME:

a. Residents are specifically prohibited from subletting their mobilehome for any period of time under any circumstance. There is no right to sublease and no power to sublease.

b. Residents may sell their mobilehome at anytime upon the giving of sixty (60) days written notice to the Management of the intent to do. If the prospective buyer plans for the home to remain in the Park, the buyer must complete a Rental Application Form and be accepted by Park Management prior to moving in. If accepted, the buyer must sign a Park Rental Agreement and agree to abide by the Park Rules and Regulations and Architectural Specifications. No In-park sale will be allowed until such Management acceptance is obtained.

c. If a Resident vacates his mobilehome with the intent of selling it, the Resident must continue to maintain the premises according to the Park Rules and Regulations and Architectural Specifications.

d. Failure or refusal to comply with any of the notices or any other provisions of these Rules and Regulations shall be deemed a breach of the Rental Agreement and shall further entitle the Park to recover all damages, attorneys fees, costs of damages, incurred in removing an unapproved buyer and willful violation of this Paragraph shall entitle the Park to recover punitive damages from the Resident.

e. Residents wishing to have someone use their mobilehome during their absence must obtain written permission from Park Management.

9. SPACE MAINTENANCE REQUIREMENT:

a. Residents are required to maintain their Space and mobilehome in a clean attractive, and well-kept fashion. Residents are required to have a storage shed to store furniture, tools, etc. (also see Paragraph C. 8, of the Architectural Specifications). If a Resident has an item that cannot be adequately stored in the storage shed or in the mobilehome, it must be removed from the Park. No accumulation will be permitted around or under the mobilehome, on driveways, and in patios. No materials of a combustible nature including fuel, oil or explosives, shall be stored in any Space. Additionally, Residents are expressly prohibited from storing anything other than wheels or hitches under the mobilehome.

b. All Spaces remain under the direct control of Management. If a Space is neglected, Management reserves the right to enter the rented premises for the purpose of inspecting and after written notification to the Resident and the failure of the Resident to comply within fourteen (14) days, do any work in connection with maintenance and repair of the Space and the actual cost of such maintenance or repairs occasioned by neglect or misuse of the Space shall be billed to and paid by the

Resident. The written notice will state the specific condition to be corrected and an estimate of the charges to be imposed. Management may perform the maintenance and repairs or hire outside gardening services and/or other independent contractors to do so.

c. It is particularly important that your space and mobilehome be maintained in a clean and attractive fashion during the period you are setting up your home and landscaping your space, and during periods when the mobilehome is vacant while you are on vacation or you are selling your home. Accordingly, Residents are required to set up their mobilehome immediately upon delivery of their home to the Park. Residents are also required to complete the required landscaping of their space in a manner approved by Park Management within ninety (90) days after their home has been delivered to the Park. Residents who will not be living in their home for a period in excess of two weeks (due to vacations, change in residence, abandonment etc.,) must hire gardening and maintenance services to maintain their space and mobilehome. All such services companies are required to be approved by Park Management and carry appropriate insurance.

d. To protect all property, and also to save the Resident costs, Management must give written approval of all work to be done by contractors. Only licensed and insured contractors will be approved.

e. We must all avoid environmental hazards and pollution. Any use of manure or strong chemicals must have the written approval of Management. Sanitary and health laws must be obeyed at all times. You may not discard any toxic or noxious chemical, waste matter, or other impermissible substance by use of the trash services or sewer system. For example, no motor oils, automotive fluids, photographic chemicals, paints, thinners, pesticides, or industrial chemicals may be disposed of in the Park. Such waste must be properly disposed of at the appropriate government controlled disposal site. You may not allow any environmentally hazardous substance including, but not limited to, toxics, toxins, cleaning fluids, oil, grease, or any substance defined as environmentally hazardous to be placed on or under any surface area in the Park.

f. Resident must make sure that all drainage of water is diverted away from the mobilehome and on the street, not on to a neighbor's space. It will be the Resident's responsibility to provide for this adequate drainage. Management will not be responsible for any damage caused by inadequate drainage.

g. The Park will maintain electrical and gas distribution systems up to and including the Resident's meter. The Resident is responsible for the maintenance and repair of both utility systems serving his residence past the meter. Note: the circuit breaker in the electric pedestal is past the meter and is the Resident's responsibility.

10. HOMESITE AND USAGE:

a. No commercial enterprises are allowed to be conducted in the Park. No peddling or solicitation is permitted at any time. A Resident wishing to advertise can do so on the bulletin board and Park Management will gladly refer inquires to him. No auctions, garage sales, or other public sales of personal property are permitted anywhere within the Park.

b. No advertising of any kind is permitted within the Park. The only sign allowed is one sign advertising the sale of a mobilehome, in accordance with the Mobilehome Residency Law (Civil Code Section 798.70). The sign must be of professional quality, with brown letters on beige background, and be located on the street side of the mobilehome (not the golf course side). One "open house" sign will be permitted if it is brown and beige in color and is placed over the face of the "for sale" sign. The "open house" sign may only be displayed during daylight hours and when a sales representative is at the home.

c. All hitches shall be of the removable type and removed upon installation of the home in the Park.

d. A resident is permitted to wash and make minor repairs to the mobilehome. However, major repairs and painting can cause damage to the neighbor's property if not properly conducted. Residents are therefore required to obtain Management's written approval before undertaking such a venture.

e. Residents are not to tamper with or attempt to repair or modify any Park equipment such as water valves, street lights, sprinklers, etc.

f. Absolutely no radio transmission (ham operation) will be permitted within the boundaries of the Park; this also applies to Citizens Band Radio.

g. No outside antennas of any type or flagpoles shall be constructed by any Resident.

h. Without the Park's written permission as to the placement of the improvement, color, form of structure, and overall aesthetic impact, no mobilehome awning, storage building, cement slab, patio, wall, carport, sprinkler system installation, water softening and conditioning equipment installation, or other construction of any kind may be placed upon the Space rented from the Park. The Park specifically reserves the right to prohibit any such installation without prior written approval. Building permits from the enforcement agency will be required for certain accessories before installation.

i. No garage or green houses may be constructed, maintained or installed by any Resident.

j. Any use of spray paint guns or spray equipment must have the written approval of Management.

k. No fences may be installed anywhere in the Park.

l. It is recommended that Residents furnish garden hoses at least 75 feet in length attached to the hose bib at the service island as an added fire protection.

m. No outside source of brightness, such as vapor lights, torches, spot lights, etc., will be installed without prior written approval by Park Management.

11. PATIO FURNITURE AND MISCELLANEOUS ITEMS: Management expressly prohibits the use of any furniture on the patio or yard unless it is outdoor patio furniture approved by Management. No overstuffed

furniture, ironing boards, brooms, mops, washers, dryers, freezers, water coolers, refrigerators, water heaters or trash cans, etc. are allowed outside the mobilehome.

12. PETS: All Residents who desire to keep and care for pets must complete a Pet Agreement and receive and abide by all the terms thereof. The Pet Agreement contains all of the guidelines relating to pets. No pets are permitted to be brought into the Park by guests and no Resident may bring a pet into the Park without first meeting the requirement of this standard. Management reserves the right to refuse the admittance of any pet or replacement pet as the Park environment will only accommodate a certain number of pets. No pit bulls, exotic pets or dangerous pets are permitted.

13. SPECIAL RULES INCORPORATED BY REFERENCE: Other rules of conduct concerning the use of Park Facilities are posted throughout the Park and by this reference, are incorporated herein as though set forth in full. Residents must read and follow these posted rules. The regulations applicable to recreational facilities may be amended at the discretion of Management and in accordance with State Law.

14. PEACE AND QUIET: Park Residents are entitled to the peaceful enjoyment of their homesite and all Park facilities. The playing of loud radios, TV's, stereos, musical instruments or any other conduct that may cause for a complaint, will not be allowed. Visiting children under 18 years of age are required to remain on their host's homesite, or in their host's mobilehome or the mobilehome of another Resident after 10:00 p.m. Anyone disturbing the peace of a Resident of the Park will be deemed to have violated the Park's rules. Trespassing through other mobilehome spaces is prohibited.

15. VEHICLE CONTROL:

a. There is a speed limit of 15 miles per hour while driving in and around the Park. Pedestrians, golf cars, and bicycles shall be granted the right of way at all times. No trucks or commercial vehicles are permitted except when making deliveries or service calls.

b. Anyone operating a motorized vehicle, including a golf car, within the Park must be a licensed driver.

c. Residents may park conventional passenger vehicles on the concrete portion of the carport, however, such vehicles must be parked so they are at least three feet in from the curb. A conventional passenger vehicle includes station wagon, family sedan, sports car, compact and any other vehicle approved by Management. Neither Residents nor their visitors may park any vehicle on another Resident's Space or vacant Space without the express permission of that Resident or Management, whichever is applicable. Visitors may park in the designated guest parking areas, or in their host's carport if space is available. Recreational vehicles, campers, trailers, motor homes and boats must be parked only in the designated storage area. All motorized vehicles must meet State Law requirements in order to be operated in the Park. No unusable or unsightly vehicles will be allowed in the Park or storage area.

d. No overnight parking is permitted on the streets, (Only exception: A Resident's recreational vehicle may be parked in front of his home for no more that 48 hours for loading and unloading purposes, a

the right to post "tow away" signs at the entrance to the Park. If management does so, vehicles parked in violation of this rule and regulation will be removed from the Park in accordance with the applicable requirements of the Vehicle Code.

e. Vehicles dripping gasoline or oil must be removed to prevent damage to pavement. Oil drippings and damage to pavement must be removed or repaired by the Resident.

f. Management reserves the right to forbid entry of any vehicle which is driven or parked in violation of the rules. Residents may not park their own vehicles in guest parking areas, except for good cause, as determined by special arrangement with Management.

g. The operation of motorcycles, motor scooters, minibikes and other two and three wheel motorized vehicles is prohibited.

h. Residents and guests are prohibited from sleeping in any vehicle on the premises.

i. The repair, maintenance, construction or washing of a motor vehicle on a homesite is expressly prohibited. Cars must be washed in the designated car washing area which is located in the R.V. Storage area. Note: Car wash water is irrigation water and not for drinking.

16. TRASH:

Ground level, curbside trash cans are required (see the "Architectoral Specifications and Requirements").

17. REST ROOMS:

a. The rest rooms located in the clubhouse and pool areas are maintained for the convenience of the Residents and guests of the Park. Your cooperation is requested to help keep them clean.

b. The shower stalls are for showering before and after entering the swimming pool or jacuzzi.

18. LAUNDRY FACILITIES:

a. Coin Operated washers and dryers are provided for Residents' convenience. No drying lines, or hanging of clothing or other items outside any mobilehome will be permitted. Please clean the laundry facilities after using them.

b. Residents are requested to report and malfunction of machines to Management as soon as possible.

c. Residents are also requested to not leave clothes in laundry overnight, to clean washing machines after use, to remove lint from filters on dryers, and to observe the rules posted in the laundry room as they are incorporated herein and made a part of these Rules and Regulations.

d. No children are allowed in the laundry room unless accompanied by an adult.

19. RECREATION FACILITIES:

- a. The recreation facilities are for the use of Residents and their guests. The Rules posted in the recreation buildings, swimming pool area, golf course, tennis courts, and other recreation facilities are part of these Rules and Regulations and by this reference are incorporated herein as though set forth in full and must be observed by the Residents and their guests. However, the Regulations posted in the recreation facilities may be amended at the discretion of Management and in accordance with State Law.
- b. The clubhouse is primarily for the use of Park or recreation club activities and may not be reserved by outside groups or organizations. However, the clubhouse may be reserved, by Residents, for special occasions such as weddings, showers and anniversaries. Residents should contact Management well in advance of the planned occasion in order to make necessary arrangements. A cleanup deposit is required for a private occasion. Such occasions are the sole responsibility of the Resident and the Resident host agrees to save Management harmless from all claims including those arising from the misconduct of guests. Alcoholic beverages are not permitted.
- c. Residents are required to accompany their guests in all recreation areas. Visiting children must stay in the Space they are visiting unless accompanied by a Resident adult.
- d. A Resident adult must accompany all children under 18 years of age when they are in the clubhouse or any of the recreation or pool areas. A Resident adult may supervise no more than four (4) children without prior consent of Management.
- e. Children must be quiet and orderly and not be allowed to play in the street, on another Resident's property, or on vacant Spaces or do anything which might be cause for complaint. Residents must acquaint all children with these Park guidelines.
- f. Bicycle riding is permitted; however, Residents are required to obey vehicle traffic regulations. No bicycle riding is permitted on vacant Spaces or on sidewalks around the clubhouse or other recreation facilities. Skateboarding, rollerskating and rollerblading is prohibited anywhere within the Park.
- g. Everyone is required to wear shirts and footwear in the clubhouse, in the pro-shop, and on the golf course.

20. SWIMMING POOL:

All swimming activity shall be in accord with the rules posted at the swimming pool. Management reserves the right to periodically revise such rules as circumstances dictate. No glass containers of any kind are permitted in the pool area. Children under 18 years of age are restricted to use of the pools as posted at each pool and only when accompanied by an adult Resident. All Residents shall review and sign "The Recreational Facilities Agreement" (Release to Suncrest Country Club) at the time Rental Agreement is signed.

21. PARK ASSOCIATION:

An association may be organized by the Residents to promote social activities in the Park. The Park Managers are permitted to be in all common areas and recreational facilities at all times. Use of any of the Park facilities for meetings and/or social events will be individually presented and approved in writing by the Management to avoid scheduling conflicts.

22. INSURANCE:

a. No acts or omissions shall be committed which would place the Management of the Park in violation of any law or ordinance of the Federal Government, State of California, or County of Riverside. The Park and its Management assume no responsibility or liability for any loss or injury due to fire, theft, or accident.

b. Management recommends that Resident carry that insurance necessary for protection of his or her mobilehome and other personal possessions. Personal liability coverage in adequate amounts should be included.

23. GOLF:

a. Resident understands that golf play is not part of the basic rental. The golf course has its own and separate fee schedule.

b. The greens keeper will require tee off times and other control measures to ensure orderly utilization of the course and reduce congestion.

c. Residents owning their golf cars will be charged an annual Trail Fee for use of the cars on the golf course.

d. The golf course is for golf only: no evening walks, garden parties, sunning, children's games, etc. The golf course can be hazardous.

24. COMPLIANCE WITH LAWS AND RENTAL AGREEMENT:

No violation of any federal, state, or local law or regulation or administrative order will be permitted at any time. Also prohibited is any violation of any term, condition, or other provision of the Rental Agreement applicable to tenancy or residency in the Park, which will be deemed a violation of these standards.

25. ABSENCE FROM THE PARK:

While on vacation or extended absence, Residents are encouraged to notify the Manager's Office of departure and return dates. Each Resident so absent, shall be responsible for arrangements to maintain landscaping, for mail pick-up, newspaper deliveries, or any other requirements pertaining to maintenance and appearance of their mobilehome and Space.

26. COMPLAINTS:

All Residents' complaints, except emergencies, must be presented to Management during office hours and be in writing and signed, on the Resident Complaint Form available at the office.

27. WAIVER OF LIABILITY:

Resident, as a material part of the consideration under the lease, hereby waives all claims against Management for damages to furniture, equipment, records, goods, wares or merchandise in, upon or about the Resident's mobilehome, from any cause arising at any time, other than negligence of Management employees. The Resident does hereby agree to indemnify and hold Management harmless from and on account of any damage or injury to any person, or to furniture, equipment, records, goods, wares or merchandise of any person, arising from the use of Park by the Resident, arising from failure of Resident to keep the mobilehome and the homesite in good condition, as herein provided, or arising from the negligence of the Resident, his family or guests. Management shall not be liable to the Resident for any damage by or from any act of negligence of any co-Resident or their guests, or by any owner or occupant of adjoining or contiguous mobilehomes. The Resident agrees to pay for all damages to the Park facilities and homesite, as well as all damages to other Residents, their guests and families thereof, caused by the Resident or his guest's negligence or misuse of Park facilities.

28. WAIVER BY DEFAULT:

No waiver by Management of Management's right to enforce any provisions hereof after any default on the part of the Resident, shall be deemed a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of the Resident. The acceptance of rent hereunder shall not be, or become construed to be, a waiver of any breach of any term, covenant or condition of the party's lease or these Community Guidelines nor shall it reinstate, continue or extend the term or the party's lease or affect any notice, demand or suit thereunder.

29. ATTORNEY'S FEES:

Should either Management or Resident be required to seek legal remedies to enforce the terms, conditions and covenants of this set of Community Guidelines, the prevailing party shall recover all reasonable attorney's fees incurred therein whether or not court proceedings were commenced, including, but not limited to, the cost of the preparation and service of any notice required to be served upon the Resident.

30. AMENDMENT OF RULES AND REGULATIONS:

Management reserves the right to amend these Community Guidelines in accordance with State Law.

31. SOLICITING:

No commercial soliciting will be permitted in the Park. All sales people must make individual appointments with the Residents.

32. STATE LAW:

These Community Standards were revised in 1993 and Management has attempted to comply with all of the applicable provisions of the California Mobilehome Residency Law (Civil Code) now in effect. These

statutes are amended yearly and Management will do its utmost to conform these standards to future amendments to the law. If in the future, a new law affects a portion of these standards those portions will be enforced, if at all, only in compliance with the new law.

33. PRIVATE AGREEMENT:

This is a private agreement between Resident and Management. Management may enter into other different agreements with other Residents of the Park and Resident has no interest in any of those other agreements or in their enforcement.

34. WRITTEN APPROVAL:

Reference to "Approval, permission or authorization", of Management shall be construed as WRITTEN APPROVAL PRIOR TO RESIDENT TAKING ACTION. No verbal agreement will be honored.

35. INSPECTION, EXECUTION AND ACKNOWLEDGEMENT:

Resident states that he/she has fully and completely examined the premises, the streets, the clubhouse, laundry, recreational facilities and all other areas open to their use and found their condition as being safe, acceptable and satisfactory.

RESIDENT ACKNOWLEDGES HAVING READ THESE RULES AND REGULATIONS AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN CONTAINED.

Date: ✓ _____

✓

Resident

✓

Resident

Resident

Authorized Representative

SPACE NO. _____