

**McClellan Mobile Home and RV Park
Rules and Regulations**

Phone: 916-332-0812; Fax: 916-332-9106
Office Hours: Mon- 1:00pm-5:00pm
Tues-Fri- 10:00am-12:00pm; 1:00pm-5:00pm
Closed Saturday and Sunday, Phone answered 24 hours daily

The undersigned tenant/homeowner hereby acknowledges receipt of a copy of these Rules and Regulations and agrees to abide by them as of this date. Tenant/Homeowner must provide proof of current registration of unit.

Tenant/Homeowner Signature

Date

Print Name

Date

Tenant/Homeowner Signature

Date

Print Name

Date

The Rules and Regulations incorporate Title 25 of the California Code of Regulations, Division 1, Chapter 2, of the California Mobilehome Residency Law (Civil Code Sections 798-799.3) and the Recreational Vehicle Park Occupancy Law, as applicable, and are part of all rental agreements between tenants, homeowners and the Park Owners. Violation of these Rules and Regulations constitutes cause for termination of tenancy.

All rules and regulations may be amended, deleted, or changed: Owner reserves the right to amend any and all of these Rules and Regulations in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Owner may unilaterally amend, add to or delete any rule at any time during the initial or hold over term. All terms, covenants, conditions, promises, and provisions of these Rules and Regulations and all other residency documents, memoranda, signs and postings may be unilaterally amended by Owner and none are essential or the "heart" of the occupancy except payment of rents and the right to occupy the space; none are an inducement for occupancy; and, all are subject to change by Owner. Failure to comply with these Rules and Regulations, now and in the future, will constitute good and sufficient cause for eviction. Owner shall not be restricted in any way from imposing such additions, deletions and modifications. Any amendment shall not result in reduction, or offset of rents.

B. Relaxation of Covenants: Owner shall have the right and privilege to permit any Lessee (without the consent of others) to deviate from any or all of the standards set forth herein, provided that such deviation relates to the general purposes of these Rules

and Regulations. Any such permitted deviation by Owner shall be in writing and shall not constitute a waiver of the Owner's powers of enforcement with respect to any of these Rules and Regulations as to any other part. No delays in enforcement by Owner shall be deemed a waiver or estoppel; no actions inconsistent with termination of tenancy shall be a waiver or estoppel of a termination of tenancy, such as acceptance of payments to offset and mitigate the amount of damages.

I. Buildings and Site

A. Units

1. All RV's and Mobile homes placed on a lot in the park shall be maintained in good condition and repair. The exterior of all units shall be clean, neat, and properly painted, at all times. The Park Owner reserves the right to require reasonable repair, maintenance and improvements of any unit; in this instance the homeowner must obtain the required Department of Housing and Community Development (HCD) or local enforcement agency permits before work is commenced. Any unit that is not currently located in the park shall be approved prior to it being located on any site within the park. Tents and van conversions are not permitted within the park. Units older than 1990 will be subject to further requirements and must have sound electrical systems. Older units that are not in good condition or repair shall be denied access to the park at the discretion of the Park Owner and/or the Managing Agent. The decision of the Park Owner and/or the Managing Agent shall be final.

2. Utility services including water, gas, electricity, sewer and all others are to be properly connected and protected before a resident takes occupancy, and shall remain so during the term of tenancy. All units that remain in the park for longer than nine (9) months must use ABS piping. Water and trash charges are included in the monthly rent. Electricity, natural gas and sewer are billed as separate charges and added to the monthly rent.

Electricity is provided by SMUD

Natural gas is provided by PG&E

Sewer is County of Sacramento

Water and Trash are included in the rent at the following rates:

As of March 1, 2012, Water \$26.11; Trash \$11.17

3. Each mobile home unit is to be properly connected to only one (1) gas, one (1) water, one (1) electrical, and one (1) sewer hook-up. Each RV unit is to be properly connected to have only one (1) water, one (1) electrical, and one (1) sewer hook-up.

4. In the event of a water leak, or emergency, the Park Owner reserves the right to shut off the water supply to a unit, if such action is deemed to be in the best interest of the park.

5. All units:

(a) All incoming units shall be located on a site in strict compliance with the Sacramento County Zoning Ordinance ("county code") set back requirements. RV's are allowed to be on a site without the necessity of obtaining a building permit and/or a zoning certificate from Sacramento County. However, such placement of an RV on a site shall be in strict compliance with the requirements set forth by the Park Owner.

(b) Prior to the start of any construction project, any and all construction on any space must have proper building permits provided by HCD, and must have

approval from the Park Owner and/or the Managing Agent.

(c) All RV's shall be heated and cooled by electricity or propane gas only. Mobile homes can be heated and cooled by electricity or natural gas.

(d) All units shall comply with all State and County fire regulations.

(e) The number of occupants of a mobilehome is limited to two (2) persons per bedroom plus one (1) person. A bedroom is defined as a living space that is designed for sleeping and which has its own built-in closet space, a window, and door entry into a common area of the mobilehome.

For RV's, with no bedrooms, typically the number is 3 persons, depending on size and sleeping capacity of the design of the unit.

B. Utility and Accessory Buildings

1. One utility, accessory, or storage building is permitted on a lot provided that the structure conforms to the county code as to size and location, as well as the Park Owner's specifications. No such structure shall be located in the utility area, and shall be separated by not less than six feet from any other RV, mobile home or other structure on the same lot or any other lot. No such structure may be used for human habitation or sleeping quarters. In addition, no such structure may contain plumbing, plumbing fixtures, or electrical of any kind. Prior to installation of such structure, the homeowner must seek (in writing) and obtain management approval (also to be provided in writing) and must submit necessary HCD (or other governmental entity) permits.

2. Title 25 of the California Code of Regulations, Division 1, Chapter 2 requires that not more than seventy-five (75)% of any lot, (mobile home or RV), be covered by any items; a utility or accessory building will not be approved if such code is violated.

3. The dimensions of a utility or accessory building must not exceed 120 square feet. Some lots cannot adequately accommodate a utility or accessory building as large as 120 square feet and not violate the 75% rule. Therefore, the size of the building will be according to the size of the lot and the unit, and must be approved by the Park Owner and/or the Managing Agent prior to placement on any lot.

4. Prior to placing any such structure on any site, the tenant shall submit a site plan, drawn to scale, to the Park Owner and/or the Managing Agent for approval. If such approval is denied, the decision of the Park Owner and/or Managing Agent shall be final.

C. Additions, Fences, Skirting and Steps

1. Additions other than decks and screened porches to RV's shall not be permitted. Mobile home additions are subject to park approval by either the Park Owner and/or the Managing Agent. If an addition meets the approval of the owner, after a submission of plan containing drawing, a building permit must be obtained from the County and signed by the Park Owner and/or the Managing Agent. Examples and specifications for allowable materials, color, and design are on file in the park office. These requirements may change from time to time. Existing installations in the park may not be relied on as examples of permitted additions.

(a) Such additions shall not be elevated higher than the floor elevation of the unit.

2. The installation of all fences shall require the approval of the Park Owner and/or the Managing Agent. Any tenant wishing to install a fence shall first submit a drawing that accurately portrays the location of the fence to the Park Owner and/or Managing Agent for approval. The decision of the Park Owner and/or the Managing Agent shall be final and no appeal shall lie there from.

(a). Any fence in existence which encroaches on utility easement (including gas, electric, water, telephone lines, cable and sewer, both above and belowground), must be removed. Any damages caused by a tenant, will be paid for by the tenant.

(b) Any alteration to existing park fencing must not exceed the height of the current fencing, must be made of a park approved material, and must have the approval of the Park Owner and/or the Managing Agent prior to alteration. Any fence that is shared with a neighbor must have approval of the Park Owner and/or the Managing Agent, as well as the neighbor, prior to construction. No items may be attached to any park fences for any reason, at any time. This includes awnings, due to the code violation of the three (3) foot rule (No items are to be within three (3) feet of the lot lines (fences)).

(c) Any fencing other than the existing park fencing must not exceed four (4) feet in height, must be constructed of a park-approved material, not blocking any utility gate and must be approved by the Park Owner and/or the Managing Agent prior to construction.

(d) Due to any unforeseen emergency situations, no gates are to be locked at any time. This includes utility gates, front gates, gates on any tenant built fence, or any other gate in existence. Any locks found by the park will be immediately removed. The costs of making the lot accessible shall be deemed further maintenance of the lot; and at owner election, pursuant to the MRL, shall subject tenant to charges incurred for the time and cost of the lock or devise removal after notification as required; in such event, tenant releases and waives all claims for actions taken to provide lot access.

3. All other improvements to any lot, such as steps, awning, skirting, screening and permanent landscaping shall require the prior approval of the Park Owner and/or the Managing Agent.

(a) Steps, other than those permanently attached to the unit shall be constructed of precast concrete, aluminum, wood or other park approved material and must comply with California Civil Code and Title 25. The decision of the Park Owner and/or the Managing Agent shall be final.

(b). All mobilehomes must have skirting. All skirting must be well maintained, attractive, allow proper ventilation according to Title 25 section 1346 and must be up to County Code specifications. Homeowner shall avoid pooling or accumulation of water and moisture under a mobile home. Homeowner shall keep skirting above grade to promote ventilation under the mobile home in all locations.

D. Maintenance and Appearance of Lot

1. Lawns and grass shall be cut, neat and free of weeds or other objects. It shall be the obligation of each tenant to remove grass and weeds from around trees, shrubbery and structures on his or her lot at their own expense. Lawn ornaments are acceptable only

after approval from the Park Owner and/or the Managing Agent. Lawn ornaments must be kept in good condition and kept to a minimum. Any landscaping added to the lot, in conjunction with all other items on the lot must not cover more than 75% of the lot.

2. If a tenant fails to maintain the unit or lot, the owner may give a notice requiring tenant to comply within fourteen (14) days and if there is a failure to comply, the Owner may take action to resolve the failure at the tenant's expense.

(a) The fourteen (14) day notice will state the specific condition to be corrected and an estimate of charges to be imposed by the Owner if the services are performed by the Owner, an agent or a contractor. Such charges may be billed on the first of the month following completion of the work performed under the terms of the terms of the fourteen (14) day notice and collected as further rent at the option of the Owner.

(b) The Owner may further, upon ascertaining the amount of damage caused by the tenant, bill the amount of such damage as further rent, or elect to treat the damage as a breach of contract, or damage to real property owned by the Owner (as a legal claim in tort), or seek other legal redress as permitted by law without having elected remedies under this paragraph and subdivisions.

(c) Further, if the Owner determines that the removal of personal property from the lot is necessary to bring it into compliance with these rules and regulations or applicable law (Title 25), the Owner may remove the property to a reasonably secure storage facility. The Owner will provide written notice of at least fourteen (14) days of intent to remove the personal property. Tenant is responsible to reimbursing management for the actual, reasonable costs, if any, of removing and storing the property. Within seven (7) days from the date the property is removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by tenant. If within sixty (60) days, the tenant does not claim the property, the property shall be deemed to be abandoned, and Owner may dispose of the property in any manner.

3. A fee, posted in the office, depending on the condition of the lot, will be assessed if the tenant requests park employees remove grass, weeds, and/or leaves around the unit, trees, shrubbery, and structures. The tenant shall sign an agreement stating that they would like the Park to provide routine lot maintenance. The fee will be payable additional rent.

4. No rod, stake, pipe or other object shall be driven into the ground on any lot without the prior written approval of the Park Owner and/or the Managing Agent due to the possibility of damaging underground utilities. The tenant will be liable to the Park Owner for any and all damage caused by any violation of this rule.

5. Because the park is on limited well water, the watering of plants and lawns should be kept to a minimum. No water is to go down the street gutters. The number of plants should be reasonable and in accordance to the size of the lot.

6. The tenant must maintain adequate water drainage to prevent overflow into the street or any adjoining spaces.

7. All trees, shrubs and plants may not be removed or damaged by tenants. Any removal of trees, shrubs and/or plants must have prior approval from the Park Owner and/or the Managing Agent.

8. Paved surfaces must be kept clean and free of oil or other chemicals.
9. Clearance at all mobile home or RV doors and windows is required by California State Law; therefore no door on any unit shall be blocked by furniture, overgrowth from plants, or any other items.
10. State Law prohibits storage of materials under a mobile home or RV. No bottles, boxes, cans, or other materials are to be left outside or under any unit.
11. Outdoor furniture and one grill are the only approved items to be left out on any lot. All other items are to be properly stored in a park-approved shed or inside the unit, when not in use. Exercise equipment must be stored inside the unit, a park approved shed or on an enclosed deck, to be approved by the Park Owner and/or the Managing Agent.
12. No toys, tools, indoor furniture, or any other items may remain on any lot when not in use, they must be stored in the unit or in a park approved shed.
13. No basketball hoops are allowed in the street.
14. No tarps will be allowed on any space, unless they are used as a temporary water block, and must be approved by the Park Owner and/or the Managing Agent before each use. Tarps are not to be used as a permanent fix for leaks or holes. Tarps must always be removed after each rain.
15. No appliances may be used outside or in a storage shed; this includes but is not limited to a washer, dryer, stove, refrigerator, freezer, or other electric appliance.
16. Each lot must have three (3) foot clearance around all fences, including slide-outs on RV's. No items or accessory buildings shall be placed within three feet of any fence.

E. Clotheslines

1. No clotheslines will be permitted in the park.
2. Wet towels, clothing and other items shall not be dried, or hung to be dried over railings, fences, or furniture at any time.

F. Pools and Water Slides

1. Pools, water slides, spas, water features and other types of aquatic apparatus are prohibited on any lot due to limited well water.

G. Trash, and Recycling

1. Garbage shall be in plastic bags and disposed of in garbage dumpsters for pickup by the trash service. Furniture and bulky items are not to be placed in the dumpsters. The tenant is responsible for removing any bulky items from the park. The local refuge center is located at 4450 Roseville Road North Highlands CA 95660.
2. Recycling is to be placed in the recycling bins only.
3. No dumpster diving is allowed.

4. Abandoned, unused, rusting material, or other type of items shall not be permitted on any lot.
5. No hazardous material shall be stored on any space or disposed of in the park.
6. No persons are permitted to utilize the dumpsters and surrounding areas as a place for recreational activity of any kind.
7. Cars are not allowed to park in front of the dumpsters; the area around the dumpsters is a tow away zone.
8. Never leave anything beside or behind dumpsters.
9. If dumpster is full, proceed to other dumpsters in the park.

II. Motor Vehicles

A. Automobiles

1. Only passenger vehicles in good repair and appearance shall be kept in park. Each space is allotted at most two (2) cars, depending on the size of the lot.
2. No vehicle is permitted to be in the park or parked on a driveway or designated parking space if it is not maintained in serviceable and operative condition, neat and clean in appearance, in compliance with all Vehicle Code equipment requirements, bears current registration, not containing unsightly loads that are visible to others. The foregoing vehicles include, but are not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the park, any vehicle dripping in oil, gasoline, or other automotive fluid and excessively noisy vehicles, vehicles that are not muffled as required by law, and vehicles so modified as to have any exhaust note which sounds as though the vehicle has no muffler. Any car dripping oil or gasoline must be kept out of the park until repaired to prevent damage to the pavement. A drip pan may be used if cleaned regularly. Excessively noisy vehicles, or vehicles that produce excessive exhaust or smoke which would disturb the average reasonable person are not permitted in the park. All vehicles must have legal muffling devices.
 - (a). Any vehicle not meeting these standards may be removed from the park management at homeowner expense in accordance with the MRL. In the event that the vehicle poses a danger to others, no notice is required prior to removal by management. If it is returned to the driveway, or designated parking space in violation of this rule, the vehicle may be removed without further notice. Management may refuse admittance to the park any vehicle that does not comply with these Rules and Regulations and remove it in accordance with law.
3. Any repair to, or maintenance on vehicles is strictly prohibited anywhere on park property.
4. Vehicles cannot be kept on jacks.
5. Reasonable speed limits are essential to safeguard tenants, guests, pets, and visitors.
6. If car alarms are activated, tenant must be present to disarm them due to tenant annoyance.

7. Motor vehicles shall be operated within the park in accordance with the laws of the State of California, Sacramento County Code, and the safety, parking, and traffic control signs posted within the park.

B. Vehicles not permitted

1. Commercial vehicles will be permitted unless their presence constitutes a nuisance, substantial annoyance, or jeopardizes health and safety of homeowners in the park.
2. Motorized scooters, go-carts, ATV, or other personal motorized vehicles are only permitted between the hours of 8:00am and 8:00pm. However, use of any of the above mentioned items in a manner that is a nuisance, substantial annoyance, or jeopardizes the health and safety of homeowners in the park shall not be permitted.
3. Abandoned, unlicensed, and/or unregistered vehicles shall not be permitted to be parked in the park.

C. Parking

1. Vehicles shall be parked overnight only in driveways or designated parking areas. No overnight parking is permitted in the parking area designated for the laundry. Parking is never permitted in red zones.
2. Boats must have prior approval of the Park Owner and/or the Managing Agent before being parked on the premises. Boats in violation will be towed at owner's expense
3. Any person who parks any vehicle on or in front of a vacant space, or who places any structure or personal property upon it shall be at risk of affecting tenancy. Any such vehicle shall be towed at owner's expense pursuant to Civil Code Section 798.28.5.
4. Storage parking is available for a monthly rate, inquire at the office for details. Limited amount of storage parking is available pursuant to separate agreement.
5. Only one RV of any type shall be parked on any space at one time.

III. Conduct

1. Tenants and their guest shall conduct themselves in a reasonable quiet manner, so as not to disturb others.
2. Noise levels shall be reduced after 10:00 p.m. for the benefit of all tenants and their guests.
3. Tenants shall keep their music and television at a level that cannot be heard outside their unit.
4. Drunkenness or immoral conduct is not acceptable and will not be tolerated. No alcoholic beverages are to be consumed, around the pool, laundry or any other community area.
5. The tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal

activity, on or near the subject premises. "Drug-related criminal activity" means the illegal manufacture, sale or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S. C. 802)).

6. The tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in an act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject premises.

7. The tenant or members of the household will not permit the dwelling unit to be used for or facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

8. The tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location whether on or near the subject premises or otherwise.

9. The tenant, any member of the tenant's household, or a guest or other person under the tenant's control, shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the subject premises. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF RESIDENCY.

IV. Guests and Additional Occupants

1. Guests must register with the management after staying 20 consecutive days or a total of 30 days in a calendar year. Written approval of Management is necessary prior to any extension of guest stays. All guests must be accompanied by a tenant at all times. A guest cannot occupy a mobile home or RV in the absence of the tenant. No more than two (2) persons per bedroom, plus one (1) additional person per mobilehome shall regularly occupy the mobilehome or RV. For purposes of this restriction, "bedroom" is a room intended by the manufacturer of the mobilehome or RV to be regularly used as a bedroom and all bedrooms must contain closet space, proper exterior exit and not through another room. A "bedroom" does not include any room, which has been or could be converted to a bedroom.

2. Additional tenants must be pre-approved by the Management and must execute a rental agreement.

V. Sales

1. If a tenant desires to sell his mobile home in place, Management must be notified and approval obtained in accordance with the provisions of the Mobilehome Residency Law. Management approval may require the resident to make certain repairs or improvements to the mobile home, its appurtenances, and/or accessory structures. The repairs or improvements shall be limited to those required for compliance with these Rules, or a local ordinance or State statute or regulation relating to mobile homes.

2. "For Sale" signs must conform to limits prescribed in the Mobilehome Residency Law, Civil Code section 798.70.

3. Prospective purchasers of mobile homes that will remain in the park must be pre-

approved by management, in accordance with Civil Code section 798.74, prior to completion of the sale.

VI. Pets and Animals

A. Pets are allowed at the discretion of the Park Owner. Any pet in the park must be pre-approved and registered with the office. Anyone seeking tenancy in the park must have all pets approved and registered with the office by prior to entry into the park. Any established tenant must have any potential new pets approved by the Owner and/or the Managing Agent prior to bringing the pet onto the property.

1. Any pet violation is cause for eviction.
2. All pets **must** be indoor pets. Pets must not be allowed to run loose at any time or left unattended on lot for any amount of time.
3. No dog houses, crates, kennels, tethering (including trolley tethering), tie outs or any other form of containment may be used outside of a mobile home or RV. The **only** allowable form of containment is an exercise pen to be used **only when pet owner is outside with the pet; the exercise pen must be stored from the space when not in use.**
4. Pets must always be kept on a leash when outside of your space, not allowed to enter any space other than their own and must always be attended by the owner.
5. Pets must not disturb other tenants, or their guests with barking and whining or other annoyances. Pet owners are responsible for the immediate pickup and proper disposal of droppings.
6. The county of Sacramento requires that all pets have a current license and current rabies vaccination. It is the responsibility of the pet owner to keep license and rabies current and show proof of both to the office.
7. Any damage caused by a pet must be paid for by the pet owner.
8. Any pet owner whose pet is reported of biting someone on the property, will immediately be subject to eviction
9. We have zero (0) tolerance for animal cruelty of any kind. Animal cruelty is a crime. Immediate termination of tenancy for substantial annoyance may result from any violation of this rule against mistreatment of pets and other animals.

VII. Swimming Pool

A. Use of Swimming Pool: Swimming pool area rules are posted and are incorporated by this reference. DO NOT SWIM ALONE. THERE IS NO LIFEGUARD AT THE POOL AT ANY TIME. NO PARK PERSONNEL HAVE ANY TRAINING OR PROFICIENCY IN LIFE-GUARDING, RESCUE OR MEDICAL TREATMENT. Lessee assumes full responsibility while using the swimming pool.

B. Law Prohibits Adult Supervision of Children At Pool: As per Title 22 of the

California Administrative Code, an adult "should" accompany all persons under the age of fourteen (14) when they are in the swimming pool area. Persons who are not toilet trained or who are incontinent must wear either a protective covering such as rubber pants, a waterproof diaper cover or a swim diaper when in the pool. Lessee is required to adhere to the restrictions on the use of the facilities, which are posted in and about the facilities. Persons who cannot avoid urinating or defecating while in the pool are not permitted in the pool without protective pants made of plastic or rubber.

(1) Swimming Pool Supervision Not Required: Based on legal requirements, the use of the swimming pool by persons of age fourteen (14) years of age or less is permitted without a requirement for adult supervision. Federal law provides that it is not legally allowed for the management to discourage unsupervised pool usage, or to interfere with the use of the pool by any person, despite how young the child may be; and, that all such decisions are the right of the parent or legal guardian.

(2) The pool is therefore like the pool in the back yard of a private residence: parents are the only permitted persons who may decide whether their youngsters may swim unsupervised.

(3) Consumer Products Safety Commission Recommendations: While it is not legally allowed for the management to discourage unsupervised pool usage, or to interfere with the use of the pool by any person, despite how young the child may be. The Consumer Products Safety Commission makes the following suggestions to parents, which are set forth herein for informational purposes. Generally, the CPSC offers the following tips. This information is provided for informational use only, and is not intended to be any recommendation or endorsement of the management. The park is legally barred from interfering with the decision of any parent to allow unsupervised use of the pool by any person 14 years of age or younger.

The Consumer Products Safety Commission warns:

1. Never leave a child unsupervised near a pool.
 2. Instruct babysitters about potential hazards to young children in and around swimming pools and the need for constant supervision. Effective barriers and locks are necessary preventive measures, but there is no substitute for supervision.
 3. Do not consider young children "drown proof" because they have had swimming lessons; young children should always be watched carefully while swimming.
 4. Do not use flotation devices as a substitute for supervision.
 5. Place tables and chairs well away from the pool fence to prevent children from climbing into the pool area.
 6. Keep toys away from the pool area because a young child playing with the toys could accidentally fall in the water.
 7. Remove steps to above ground pools when not in use.
- CPSC requests that consumers report incidents of drowning or "near drowning" by calling 1-800-638-2772.

(4) Since Owner may not require age restrictions for use of the swimming pool by law, it is the sole duty of the Lessee to judge the proficiency of all family members and guests for use of these facilities unattended. The facilities should only be used with a companion present in case assistance is needed. Use of the facilities by the public is prohibited. No business or commercial activity may be conducted in the Facilities.

A. THE FACILITIES ARE USED AND OCCUPIED AT YOUR SOLE RISK AND

PERIL.

B. ACCESS TO THE FACILITIES IS BASED ON THE AWARENESS OF INHERENT RISKS OF INJURY AND HARM IN THE USE AND PRESENCE IN THE FACILITIES.

C. INHERENT RISKS OF INJURY AND HARM EXIST EVEN WHEN UTMOST CAUTION IS EXERCISED BY LESSEE.

D. ENTERING THE FACILITIES IS OPTIONAL AND NOT PART OF A CORE FUNCTION OF OR OWNER'S DUTY TO PROVIDE HABITABILITY OF THE PREMISES.

E. LESSEE SHALL TAKE ALL REASONABLE PRECAUTIONS TO AVOID UNREASONABLE RISKS OF HARM TO LESSEE, ALL OTHER MEMBERS OF THE LESSEE'S HOUSEHOLD, AND GUESTS AND INVITEES.

F. DESPITE THESE INHERENT RISKS, LESSEE SHALL, ON BEHALF OF ALL MEMBERS OF THE HOUSEHOLD, GUESTS AND INVITEES, ASSUME FULL RESPONSIBILITY FOR INJURY, HARM AND DAMAGE TO LESSEE AND ALL OTHERS, AND RELEASE OWNER AND HOLD OWNER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS AND LAWSUITS FOR INJURY, DAMAGE OR OTHER HARM, LOSS, EXPENSE CAUSED IN OR ABOUT THE FACILITIES AS NOW PROVIDED.

(5) Lessees accordingly hereby release and indemnify Owner, management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from use of the swimming pool by themselves and family members and guests. Lessees further agree to hold Owner and management free and harmless from all liability and expense in connection with any injuries resulting to any resident, any guests or other invitees in the pool or surrounding area. This release is intended as a full and complete release to any and all claims resulting from the use of the pool. Lessee releases and indemnifies Owner and management from any such claims in the future. This release shall not be construed to release the Owner or management from liability for willful misconduct or active negligence, but only to the fullest extent permitted by law.

6) Lessee further releases Owner and management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from use of other common area facilities, amenities and improvements, by Lessee, residents, family members or their invitees, and any injury caused by other such persons. Lessees further agree to hold Owner and management free and harmless from all liability and expense in connection with all injury and damage resulting to any of the Lessees, residents, family members, their guests or invitees in the use of the common area facilities, amenities and improvements.

(7) Persons with infectious disease, suffering from cough, cold or sores, wearing bandages or band-aids are excluded from pool.

(8) Hairpins and hair ornaments must be removed before entering pool. Remove sun tan lotion prior to entering pool.

(9) Running or other conduct which may reasonably cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others are not allowed in the recreational areas. No smoking, alcohol, food, glassware or breakable containers are allowed in the swimming pool. Radios, CD and tape players, TVs and similar devices are not permitted in the pool area unless kept at low volume or used with earphones so others are not unreasonably disturbed.

(10) Only manufactured swimwear may be worn in the pool. Please, do not wear T-shirts

or cutoffs in the pool. All persons using the pool must shower first. All body oil, sun lotion and like products must be washed off prior to entering the pool. No diving is permitted into the pool, even from the edge. Screaming, running, horseplay and excessively loud noises are not allowed in any of the recreational areas. Swim fins, diving masks, wet suits, rubber, plastic and the like and balls and toys are not allowed in the pool. Small kick boards for exercise and flotation devices worn on children's arms or waists for protective purposes are allowed, along with swimming goggles. No food, glassware or breakable containers are allowed in the pool area.

VIII. Laundry Room

Hours: 8 am to 8 pm daily.

1. It is not the responsibility of the laundry person to reopen the door after hours.
2. Use of the laundry facilities shall be restricted the tenants and their guests.
3. Rules for the laundry are posted in the laundry room.
4. Any person found vandalizing the laundry room or its equipment will be prosecuted to the full extent of the law.
5. No payment will be made for damages to clothing
6. The park is not responsible for stolen laundry.
7. Do not leave laundry in the machines after the cycle is complete.
8. Tenant must clean each machine after use, this includes lint removal from dryers.
9. Never Open Door While Machine if Operating. -Keep Children Away -Report Unsafe Machines." U.S. CONSUMER PRODUCT SAFETY COMMISSION, WASHINGTON, D.C. 20207, CPSC DOC #5106).

IV. General

1. The use of any fireworks, firearms, BB guns, air rifles, bows and arrows, slingshots, other weapons or dangerous devices are prohibited within the Park.
2. No loud, vulgar, or profane language will be permitted.
3. No peddling, soliciting, or commercial enterprises are permitted in the Park. Signs other than political signs may not be posted for more then forty-eight (48) hours. Political signs must be in accordance with CA state law.
4. No harassment of any park employees, tenants or their guests.
5. Threats of physical harm shall constitute physical annoyance. Actual occurrences of physical harm shall be handled by law enforcement.
6. Personal incoming calls to the park office should be limited to those of an emergency nature only. Staff is not responsible for relaying messages to anyone.
7. No persons are permitted to enter onto vacant spaces or any area no open to use or

occupancy by residents, including use of areas in the vicinity of utilities for any reason including recreational use.

8. Copies of Civil Codes, Rules and Regulations, the Water Consumer Report, and the Sacramento County Evacuation Plan are available and/or posted in the office.

X. Substantial Annoyance

The following conduct shall be defined as a substantial annoyance, warranting termination of tenancy based on a sixty (60) day notice of termination of tenancy; due to the severity of the conduct which is described below, such notice to quit shall not constitute a warning notice, and shall not be subject to cure or correction. The term "substantial annoyance" is clarified in the following sections (i) through (xix). Homeowner(s) agree that conduct, which constitutes a substantial annoyance to other park residents within the meaning of Civil Code §798.56(b), shall include, but not necessarily be limited to the following conduct or combinations thereof:

- (i) Frequent arguments, threats or threatening conduct, shouting (neighbor-to-neighbor disputes, homeowner or resident against the management, domestic disputes, domestic violence, etc.) which are audible to a next-door neighbor inside their home or in the park streets;
- (ii) Any terrorist threats, stalking, or racial/ethnic insults made to others, including management;
- (iii) Brandishing of any deadly weapon and/or discharge of any explosive device including fireworks, or discharge of any gun including compressed air guns and "B-B" guns within the mobilehome park complex, whether intentional or accidental;
- (iv) Multiple responses (for example, 3 times in any 12 months) to the park by the police for reported criminal and/or nuisance activity or disturbances of the peace at homeowner's, or resident's, space;
- (v) Frequent late night and early morning social or business gatherings at Homeowner's space
- (vi) Frequent vehicular traffic to and from homeowner's space for short visits;
- (vii) Frequent bicycle or foot traffic to and from homeowner's space for short visits;
- (viii) Frequent loud music at the space night or day, which is audible to a next-door neighbor inside their home or in the park streets at an unreasonably loud level;
- (ix) Frequent open consumption of intoxicants and/or drunken disorderly behavior whether at Homeowner's, or resident's, space or in common areas;
- (x) Unsafe driving within the park including driving at an unsafe speed, failure to stop or yield, endangerment to pedestrians, children and pets;
- (xi) Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from Homeowner's space;
- (xii) Frequent improper street parking;
- (xiii) Frequent or continuing accumulations of litter, rubbish or debris at the space;
- (xiv) Causing any open fire, whether intentional or accidental.
- (xv) Illegal, lewd or obscene behavior visible to others (in or outside the mobilehome or RV or in the common areas);
- (xvi) Disturbing the peace by behaving in an unreasonably loud or disruptive manner outside Homeowner's, or resident's, home or anywhere in the mobilehome park complex;
- (xvii) Profanity outside the mobilehome or RV or in common areas loud enough to be audible to persons passing by.
- (xviii) Allowing, to visit or live, in homeowner's mobilehome or RV, former resident(s) or

homeowner(s) who have been evicted, or who moved out after having been served with eviction notices, for substantial annoyance and/or behavior rules and regulations.

(xix) Drug Free Zone - Zero Tolerance: Management shall vigorously cooperate with all law enforcement agencies to prevent and stop any illegal use, sale, manufacture, distribution, transportation or possession of controlled substances (commonly known as "drugs"). Such cooperation with law enforcement will include all possible efforts to cause the forfeiture of the home as an instrumentality of the illegal use where possible. Illegal use, possession manufacture, distribution, transport or sale of drugs in or about the Community is prohibited. In the event that substantial evidence of any such illegal activity is revealed to the management of the Community, immediate legal action, consultation with law enforcement agencies and other appropriate action may be immediately sought. The Community will act as prosecuting witness and seek maximum legal penalties for any and all perpetrators, accomplices, co-conspirators, aiders and abettors, or accessories after-the-fact to any such criminal activity. In this regard, by execution of these rules and regulations, residents and all family members hereby waive any privacy right in respect to any communication and warning to other residents and their children as to any substantial evidence revealed to the Community as to the existence of any illegal activity in regard to controlled substances, drugs or other narcotic on the part of the resident.

(xx) Tenants and their guests must use the proper entrances and exits to the park. IMPORTANT! Homeowners are cautioned to control the behavior of their guests and co-residents. Homeowner is responsible for the conduct of all guests and co-residents at the space. You agree to acquaint all residents, guests and invitees with those parts of these Rules and Regulations, which are applicable to their conduct.

WARNING: ENGAGING IN THE CONDUCT IDENTIFIED ABOVE, OR ANY OTHER CONDUCT DEEMED BY THE MANAGEMENT TO BE A SUBSTANTIAL ANNOYANCE TO OTHER PARK HOMEOWNERS OR RESIDENTS SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF TENANCY AND FORMAL EVICTION PROCEEDINGS.

EQUAL HOUSING OPPORTUNITY:

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS OR FOR ARBITRARY REASONS UNDER STATE LAW. DISCRIMINATORY ACTIONS CLAIMED OF THE MANAGEMENT, HOMEOWNERS, RESIDENTS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE HOMEOWNERS, RESIDENTS, OR GUESTS BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE COMMUNITY OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE AUTHORITIES FOR PROSECUTION.

THE PARK IS AN "ALL-AGE" COMMUNITY WITH NO MINIMUM AGE REQUIREMENTS. PERSONS OF ALL AGES MAY RESIDE IN ACCORDANCE WITH THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT. THERE IS NO AGE PREFERENCE EXPRESSED BY MANAGEMENT.

POWER SUPPLY AND INTERRUPTIONS:

INTERMITTENT POWER INTERRUPTIONS: INTERMITTENT POWER INTERRUPTIONS MAY BE FOLLOWED BY RESTORATION OF ELECTRICITY WHICH MAY CAUSE SURGES IN ELECTRICAL POWER. POWER SURGES OFTEN AFFECT UNPROTECTED CONSUMER HOUSEHOLD APPLIANCES SUCH AS ELECTRONIC EQUIPMENT (COMPUTERS, STEREOS, RADIOS, ETC.). OWNER IS NOT RESPONSIBLE FOR THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES WHICH ARE CAUSED BY THE SERVING PUBLIC UTILITY. HOMEOWNER AGREES THAT OWNER IS FULLY AND UNCONDITIONALLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY, WHICH ARISES AS A RESULT OF THE ACTS AND OMISSION OF THE SERVING PUBLIC UTILITIES. IT IS THE RESPONSIBILITY OF THE HOMEOWNER, EXCLUSIVELY, TO EXERCISE PRUDENT CARE FOR PROPERTY WHICH MAY BE AFFECTED BY DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE HOMESITE. ACCORDINGLY, HOMEOWNER HAS THE RESPONSIBILITY TO TAKE THE FOLLOWING PRECAUTIONS:

A. SURGE PROTECTORS: HOMEOWNER HAS THE RESPONSIBILITY, ALWAYS, TO USE SURGE PROTECTORS FOR THE PROTECTION OF PROPERTY, ESPECIALLY FOR COMPUTER EQUIPMENT, STEREO EQUIPMENT, RADIOS AND OTHER ELECTRICAL APPLIANCES, DEVICES AND PRODUCTS WHICH MAY BE AFFECTED BY DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE. UNPLUG HEAT-PRODUCING ITEMS SUCH AS IRONS OR PORTABLE HEATERS TO PREVENT A FIRE WHEN POWER IS RESTORED.

B. IT IS RECOMMENDED THAT HOMEOWNER OBTAIN HOMEOWNER'S INSURANCE POLICY TO COVER DAMAGE, LOSS AND LIABILITY ASSOCIATED WITH THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES AND OTHER RISKS.

CONTRACTORS MUST BE LICENSED:

A. All contractors, subcontractors and others Homeowner hire to do the work required by these specifications must meet and comply with the following requirements. If they do not, they will not be allowed to do the work and must promptly remove themselves and all of their equipment and materials from the Park premises. For convenience and ease of reference, only the word "contractors" is used in the following paragraphs to refer to all such contractors, subcontractors or others performing any work required by these specifications.

B. No work, including the delivery of materials or other things which would cause noise or other disturbances, may begin before 7:00 a.m. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, must cease by 7:00 p.m. The foregoing applies to work done Monday through Saturday. Any work performed on Sunday may not begin before 8:00 a.m. and must cease by 6:00 p.m.

C. Contractors are required to completely clean up the homesite and the streets in front of the homesite each day before stopping work.

D. All equipment, tools and vehicles belonging to contractors must be removed from the Park upon the completion of each day's work. All such items must also be maintained in good condition and repair so that they may be safely operated. Contractors must supply their own trash container service and portable sanitary toilet facilities. Contractor must also supply and use proper caution signs and safety devices

around the construction.

E. All contractors must be experienced in the work to be done and approved in advance by management. Only fully licensed contractors that are fully insured are permitted to do work. Worker's Compensation, Liability and Property Damage insurance in the minimum amount specified by Owner, is required of each contractor. If the contractor does not have such insurance, Homeowner's manufactured home dealer may obtain it for him. Management's approval of a contractor is solely for the purpose of protecting management and is not an endorsement or warranty to Homeowner that the contractor will perform as required. Instead, Homeowner is responsible for selecting contractors who will perform to these specifications and Homeowner's other requirements. If the contractor fails to do so, management will have no responsibility to Homeowner.

F. Homeowner must provide the following to management to have Homeowner's contractors approved: the contractor's name, address and phone number; the contractor's license number; proof of the contractor's liability and property damage insurance in the minimum amounts required, including the naming of management and its Owners, as certificate holders on the insurance policies and proof that the contractor has the required Worker's Compensation Insurance.

UTILITY PEDESTALS:

A. The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the gas or water shut-off valves or electrical installations is located on the homesite, it must also be kept uncovered and accessible at all times. Meters must not be enclosed and must be accessible to utility company and Community personnel. All Park property which is not for the use of homeowner, residents and their guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Owner, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered within any way for safety reasons. Homeowner may not connect, except through the designated existing electrical or natural gas outlets or water or sewer pipes on the homesite, any apparatus or device for purposes of using electricity, natural gas, water, or the sewer system.

B. Water Pressure Regulator Valve: is homeowner's responsibility (for protection of plumbing fixtures and to avoid excessive water pressure from entering the plumbing of the mobilehome).

C. Mobilehome Electrical Boards: Homeowner is responsible for the conditions, connections and capacity of the electrical main board inside the mobilehome and for any code violations in respect to work performed by or on behalf of homeowner inside the mobilehome. For example, any "hot swapping" inside the home or other defect or violation requiring modification of the mobilehome electrical board, or circuitry inside the mobilehome or owned by the homeowner remains the responsibility of the homeowner.

IMPORTANT NOTICE RE TOWING VEHICLES FROM DRIVEWAY:

No vehicle is permitted to be in the Park or parked on a mobilehome driveway or designated parking space if it is not maintained in normal operating condition, neat and clean in appearance, in compliance with all Vehicle Code equipment requirements, bears current registration, not containing unsightly loads that are visible to other persons and not "stored" (defined as parked for more than two weeks without being driven). "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as part of a commercial activity. Except to load or unload, motor homes, buses, trucks, bubble top vans, campers, and other such vehicles may not be parked on the homesite unless they can fit under the carport awning and they are used for transportation on a regular basis. The foregoing vehicles include, but are not limited to, "junkers" or other vehicles whose

exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community, any vehicle dripping oil, gasoline or other automotive fluid and excessively noisy vehicles. Any vehicle not meeting these standards may be removed from the Community by management at homeowner expense in accordance with the Mobilehome Residency Law, after applicable notice is given. In the event that the vehicle poses a danger to others, no notice is required prior to removal by the management. If it is returned to the driveway or designated parking space in violation of this rule, the vehicle may be removed without further notice. Management may refuse admittance to the Park of any vehicle that does not comply with these Rules and Regulations and remove it in accordance with law.

LOT DRAINAGE, CHANGES:

Homesite must meet Title 25 requirements for drainage. Existing drainage patterns and grading of the Homesite may not be changed without Management's written consent. Homeowner is responsible for maintaining sufficient piers under and supporting the mobilehome or RV to maintain it in level condition. The Homesite may slope in areas or sections which may require adjustment from time to time. Readjustment of the piers beneath the mobilehome or RV and any re-leveling, if required, is Homeowner's responsibility.

Homeowner shall avoid pooling or accumulation of water and moisture under the mobilehome or RV. Homeowner shall keep skirting above grade to promote ventilation under the mobilehome in all locations. A vapor barrier (attached to the underside of the mobilehome) to protect from ambient moisture and humidity is Homeowner's responsibility.

HOMESITE BOUNDARIES:

The lot lines at the perimeter of the homesite were for purposes of compliance with legal requirements for construction and operation. The area leased by Homeowner includes the footprint of the mobilehome or RV and accessory structures and required set backs from the mobilehome or RV and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines of the homesite as they exist at the inception of tenancy, as such lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. The designated lot lines are as required by law and do not represent a warranted area for use and enjoyment, are subject to change and may be modified as allowed by law. Homeowner agrees to approve and allow a change in lot line locations if such modification does not exceed a change of up to thirty six (36) inches in length or width to the homesite. Any adjustment shall not result in reduction, or offset of rents. In such cases, no claim shall lie against management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for homesite maintenance within the area defined by the lot line markers and may use, occupy and enjoy such area subject to further modification and alteration as provided. Homeowner shall maintain the lot line markers as they currently exist and promptly notify management if the lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Homeowner is entitled. The homesite is demised and let **SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES** of record and which exist in fact.

ZONING AND CONDITIONAL USE PERMIT INFORMATION:

- A. Zoning. The nature of the zoning under which the Park operates is as follows:

- B. CUP Expiration. The date of expiration or renewal of any conditional use or other permits required to operate the Park which are subject to expiration or renewal is as follows: The Park is _____ is not _____ operating pursuant to any conditional use permit.

Expiration date if applicable: _____.

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

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

NO RECORDING OF INTEREST:

Homeowner shall not record any homestead against the title to the Park property, nor allow any mechanics lien, materialman lien or other lien to be filed against the Park property. Homeowner shall not file any lis pendens against the Park property. Homeowner shall not record this agreement or any memorandum of this agreement against the Park property. Owner may require Homeowner to discharge same within 30 days by either: payment, deposit or bond. If Homeowner fails to do so, then, in addition to any other rights or remedies Owner may have, Owner may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Owner pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional rent on demand by written invoice.

NO WAIVER FOR DELAY IN ENFORCEMENT, ACCEPTANCE OF RENT:

A. Delays Not a Waiver: If Homeowner violates any term of tenancy, a delay or omission in exercising any right or remedy by management will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by management of the right to enforce any provision of this Agreement after any default on Homeowner's part will be effective unless it is made in writing and signed by management, nor will it be considered a waiver of any rights to enforce each and every provision of this Agreement upon any further or other default by Homeowner.

B. Acceptance of rent shall not reinstate or create a tenancy. Acceptance of rent shall constitute no waiver of rule violations or any rule, substantial annoyance, or other grounds for the termination of tenancy. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code §798.57 shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of management.

C. Forbearance from Exercise of Rights. Management may exercise any right under the terms of this agreement, or these R&R's as amended or modified or any other right of the management under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent in enforcing any such right shall not be construed as a waiver, release or acquittal, accord and satisfaction, settlement in whole or part; shall not constitute an estoppel, or laches; and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter

CIVIL CODE NOTICE:

Notice: "Pursuant to Section 290.46 of the Penal Code, information about

specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." The law further provides that based on this notification, the lessor (owner and management), seller, or broker is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders; the information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide data base of the locations of registered sex offenders and information from the data base regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender.

MEDIATION / ARBITRATION:

A. Mediation: Owner and Homeowner agree to mediate any dispute or claim arising between them out of this agreement, before resorting to arbitration or court action within forty-five (45) days from demand. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any action. This provision shall be construed consistent with decisional law upholding use of mandatory mediation as included in residential purchase and sale forms of the California Association of Realtors.

B. Arbitration: If the dispute is not successfully mediated within forty-five (45) days, the matter shall be arbitrated in accordance with the Federal Arbitration Act, and pursuant to its rules and procedures. Mobilehomes are used, occupied, transported, sold, warranted, financed and leased in and among the several states. In recognition of their place in interstate commerce, to provide for speedy resolution of disputes with more convenience to the parties, it is agreed that in the event of any claim for personal injury or bodily injury; or, where a claim for property damage or any form or kind of loss whatsoever (apart from damages incidental to an unlawful detainer action) is brought by any party against the other, where claimed damage sustained is in excess of small claims jurisdiction, the matter shall be arbitrated by a neutral and fair arbitrator pursuant to the Federal Arbitration Act (FAA). This clause benefits both parties by reason of the speed, less cost and convenience to the parties resulting from such a procedure. State laws shall not apply.

C. AAA Rules for Neutral Apply: The Commercial Rules of the American Arbitration Association ("AAA") will apply and the dispute heard and determined according to legal standards based on preponderance of legally-admissible evidence only. The applicable rules are located here. <http://www.adr.org/sp.asp?id=22440>. If you cannot obtain access, obtain a copy of the rules from the park office. No joinder of actions or consolidation or class actions allowed. Arbitrator to also determine advance costs and arbitrability. No party shall recover their attorney's fees in arbitration (notwithstanding an attorney's fees clause to the contrary in this AGREEMENT).

(1) Discovery permitted as per Federal Rules of Civil Procedure; punitive damages up to ten percent of compensatory damages if any. The arbitration shall be as soon as possible by schedule determined by the arbitrator, and the final award may be entered in any court of competent jurisdiction. This clause is intended to promote policy of the federal government favoring arbitration and shall be construed in accordance with the principles and ruling of *AT&T Mobility v. Concepcion*, decided in April 2011 by the United States Supreme Court

(2) Costs of arbitration shall be divided equally among the parties; however, if the cost of arbitration imposes an unreasonable hardship as decided by the arbitrator on application by any party, the costs shall be assessed and apportioned in the arbitrator's discretion.

(3) Arbitrator shall have jurisdiction to decide all issues, including enforceability of this paragraph and the arbitrability of the dispute. The matter shall be submitted to any alternative dispute resolution organization within seventy-five (75) miles of the situs of the Park who shall select an arbiter from a provided list of five (5) proposed arbitrators from which each side may strike not more than two (2) names.

(4) The decision of the arbitrator is final. The decision may be entered in any court of competent jurisdiction. Costs including attorney's fees are not awardable except where required by Civil Code §798.85.

(5) Arbitration does not apply to small claims actions, foreclosure actions or eviction actions (preserving right to trial by jury); nor shall it apply to injunction actions, where public policy provides for prompt relief. Arbitration shall be completed within 6 months from demand for arbitration.

POLITICAL SIGNS:

Residents may display a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of the mobilehome or RV, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six (6) square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless local ordinance imposes a more restrictive period of time for the display of such a sign.

REMOVAL OF MOBILEHOMES UPON SALE:

We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

REMOVAL OF RECREATIONAL VEHICLE:

Upon termination of this rental agreement, whether initiated by Management or by the Tenant(s), the Tenant(s) must remove the recreational vehicle described above by the date on which this rental agreement is terminated except where the incumbent tenant has resided for more than nine continuous months.

A. In the event of sale or other transfer of a recreational vehicle or travel trailer, IT MUST BE REMOVED FROM THE SPACE AND FROM THE PARK. On sale of the recreational vehicle, it must be removed from the space and the park. Tenants who reside in travel trailers do not have the right to re-sell the trailer to a new tenant for continued occupancy in the park. Management may require the travel trailer to be removed on sale. Under state law, there is no right of continued tenancy after sale of a recreational vehicle.

B. CIVIL CODE § 798.73: "The management shall not require the removal of a mobilehome from the park in the event of its sale to a third party during the term of the Tenant(s)'s rental agreement. However, in the event of a sale to a third party, in order to upgrade the quality of the park, THE MANAGEMENT MAY REQUIRE THAT A MOBILEHOME BE REMOVED FROM THE PARK WHERE: (A) IT IS NOT A MOBILEHOME" WITHIN THE MEANING OF SECTION 798.3. Miller-Starr, California Real Estate, Ch.27, § 27:13, p. 644 (supp.): "EXCEPT FOR THE PROVISIONS OF CC § 798.73 (RELATING TO REMOVAL ON A SALE DURING THE TERM OF A RENTAL

AGREEMENT, . . .), the term "mobilehome" includes a recreational vehicle that occupied a mobilehome site in a park prior to January 1, 1991 and also on November 15, 1992 under a rental agreement with a term of one month or longer, or it occupied a mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992. CC § 798.3(b). . ."

PATRIOT ACT COVENANT:

A. Homeowner hereby represents and warrants to management and management hereby represents and warrants to Homeowner that each and every "person" or "entity" affiliated with the respective party or that has an economic interest in the respective party or that has or will have an interest in the transaction contemplated by these Rules and Regulations and the purchase of the manufactured home or in any property that is the subject matter of these Rules and Regulations and the purchase of the manufactured home or will participate, in any manner whatsoever, in the leasing of the premises and the purchase of the manufactured home located thereon, is: (A) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224; (B) in full compliance with the requirements of the Patriot Rules and all other requirements contained in these Rules and Regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"); (C) not a person who has been determined by competent authority to be subject to the prohibitions contained in the Patriot Rules.

B. Anti-Money Laundering. At all times throughout the term of the rental agreement, none of the funds of Homeowner or any member of the Homeowner's household, as applicable, that are used to pay the rents and other charges of the tenancy and the purchase of the manufactured home shall be derived from any unlawful activity such as to render this agreement or the purchase of the manufactured home in violation of law.

RELEASE OF LIABILITY FOR USE AND ENTRY INTO COMMON AREAS:

Homeowner has the exclusive duty to judge the proficiency of all other Homeowners and guests as to use of the common areas facilities, amenities and improvements of the Park. Homeowner accordingly hereby releases and indemnifies Owner, management and its agents and employees from any and all claims for personal or bodily injury, property damage, damages, loss or expense of all kinds whatsoever, resulting from entry or presence in common areas and Homeowner's power and duty to regulate entry and presence of other Homeowners and guests in and about the common areas. Homeowner releases Owner and holds Owner free and harmless from all liability and expense from or in connection with any personal or bodily injury, property damage, damages or other loss or expense of all kinds whatsoever, resulting to any Homeowner, any guests of Homeowner, or other invitees in the common areas. This release is intended as a full and complete release to any and all claims resulting from the use of the common areas. Homeowner releases and indemnifies Owner and management from any such claims in the future. This release shall not be construed to release the Owner or management from liability for willful misconduct, but shall include negligence, gross negligence, and shall be construed to be a release of liability to the fullest extent permitted by law.

INCORPORATED DOCUMENTS:

These Rules and Regulations, the MRL, the additional documents referred to herein, and posted signs throughout the mobilehome park are incorporated into the rental agreement. Homeowner agrees that each document referred to by reference in these rules and the rental agreement, or any other incorporated document, and posted signs are binding and effective immediately upon moving into the Park or entering the Park as

a guest, and that Homeowner, residents and all guests are bound by all of the terms and conditions of these documents and posted signs as they may be changed in accordance with the law.

INSPECTION:

Homeowner has carefully inspected the homesite and all of the Park's services, improvements, common areas and/or facilities and found them to be serviceable, satisfactory and as represented; all are accepted as they now exist.

EXECUTION:

A. Homeowner(s) warrant(s) that all information provided to Owner is true and correct, constituting material inducements for this agreement. Homeowner(s) shall promptly notify Owner in writing of any change in this information. Provision of false information is fraud, and justifies rescission, damages, and other remedies.

B. Execution constitutes an Acknowledgment that Homeowner(s) has/have had the opportunity and been advised that consultation with a licensed attorney is recommended, that the homesite and all Park conditions have been thoroughly inspected to Homeowner's(s') satisfaction, and that all terms in this section 52 are acceptable, agreeable and in the mutual best interests of both parties to this agreement. Homeowners understand and agree to the terms of this Agreement and the Rules and Regulations.

Dated _____
Homeowner/Tenant Printed Name

Names of all Occupants and Household members: _____

Sample