



PALOMAR ESTATES EAST

*650 SOUTH RANCHO SANTA FE ROAD
SAN MARCOS, CA 92078*



WELCOME TO PALOMAR ESTATES EAST, YOUR FRIENDLY COMMUNITY!!

Foreword

The Rules and Regulations (R&R's) are created for the benefit of and by the homeowners of Palomar Estates East through its Residents Association (PEERA) Board of Directors. PEERA will review the R&R's periodically-usually every two (2) years. PEERA encourages Homeowners to join PEERA (there is a minimal annual fee to join) and to participate in the running of PEERA by attending regular and special meetings held regularly; meeting dates are posted in the Clubhouse and in our monthly newsletter "The Breeze".

RULES AND REGULATIONS

PLEASE READ THESE RULES AND REGULATIONS CAREFULLY AS THEY CONTAIN BINDING COVENANTS, CONDITIONS AND RESTRICTIONS WHICH APPLY TO MOBILEHOME TENANCY AND ARE INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT.

2019

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1. INTRODUCTION: These Rules and Regulations (“R&Rs”) apply to all homeowners, residents, their guests, and any other person on Park premises. They are a part of each Homeowner’s rental agreement. They are meant to comply with: (i) the California Civil Code Mobilehome Residency Law, (ii) the City of San Marcos Resolution 2001- 5721; and (iii) the wishes of the Palomar Estates East Residents Association (PEERA). In case of any discrepancy between our R&Rs and the Mobilehome Residency Law, the City of San Marcos Resolution, or any other applicable governmental agency regulation, the State, City or other governmental agency regulation shall apply.

In the event that any provision or guideline herein is determined to be invalid or unenforceable, the validity of all other provisions of the R&Rs or other Park tenancy documents shall remain in full force and effect.

DEFINITIONS

1. “Park” is defined as Palomar Estates East.
2. “Park Management”, “Management”, or “Owner” is the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.
3. “Homeowner” is defined as a person who has a tenancy in a mobilehome park under a rental agreement, in accordance with *Civil Code* §798.9.
4. “Resident” is defined as a Homeowner or an additional occupant who lawfully occupies the mobilehome under a written agreement with the park.
5. “Guest” is defined as a person entertained in one’s house or to whom hospitality is extended, per Merriam-Webster Dictionary. “Visitor” is a synonym for “Guest”.
6. The term “Board” is defined as the Palomar Estates East Residents Association (“PEERA”) Board of Directors.
7. “Pool Area” refers to the swimming pool, the fenced in area around the pool, the spa, the saunas,

the showers, and all other areas associated with the swimming pool and spa.

8. “R&Rs” refers to these Rules and Regulations.

9. “Title 25” refers to the California Code of Regulations, Title 25, Division 1, Chapter 2; “MRL” refers to the California Mobilehome Residency Law, set forth in the Civil Code, §§798, et seq.

A. Rental Agreement. Homeowner shall not violate any terms or conditions of the Rental or Lease Agreement that is in force between Homeowner and Park. Park Management may seek eviction or other legal remedies for continued violations.

B. Universal Rule. Unless a more specific rule exists, the Universal Rule applies to all homeowners, residents, and guests, which is that: At all times, all persons must conduct themselves in a reasonable and safe manner so as not to adversely affect neighbors, Management, property or others. In other words, no legal nuisance, breach of quiet enjoyment, annoyance, violations of laws or regulations, or dangerous or injurious conduct or conditions of any kind are permitted, even if a specific risk is not particularly described. For example, reckless driving is prohibited for the safety of others.

C. Compliance. Homeowners, residents and guests have the right to use Park facilities only if they comply with the R&Rs and other provisions of the Park’s tenancy documents. Violation of any federal, state, or local law is prohibited.

D. Complaint Resolution. Complaints should be directed to the PEERA Board Complaint’s Committee Chairperson, or they may also be directed to the park manager for mediation/resolution should a homeowner prefer to do so. Both complainant and defendant will be contacted for input and then provided the written resolution. If either party is not satisfied with the results, and they have not already gone to the park manager, then they may request the Management Company’s review and further assistance. Except in emergencies all complaints should be in writing and signed by the person making the complaint. The business hours for the Park office are posted. Do not contact the resident manager for

routine matters outside of business hours. The Park office telephone is for business and emergency use only; do not give this phone number to others for your personal use. Except when urgent or in an emergency, all complaints must be made in writing and signed by Homeowner on the forms provided at the Park office. Emergency contact numbers for the Park when manager is not in the office are posted.

E. Enforcement. Park Management will make every effort to reasonably and uniformly enforce these R&Rs. However, there may be instances when it will be impossible to do so, due to various practical and/or legal considerations. These R&Rs are based on consultation with legal counsel for compliance with lawful housing policies; in the event that any policy becomes unenforceable, Management may rescind the policy without further notice without inference of fault or wrongdoing. Owner 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. In many instances, it may be impossible or impractical for Owner to enforce these rules because, for example, Owner's legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain, the severity of the violation warrants no enforcement activity, and/or due to other practical and legal reasons. Homeowner releases Owner from liability for common disturbances. Owner is not liable for inconsistent or lack of enforcement of these R&R's. Enforcement of R&R's are a private matter between the Park and each Homeowner individually. There are no third party beneficiaries of any agreements between Owner and any other Homeowners.

F. Delays Not a Waiver: If Homeowner is in violation of any term of tenancy, a delay or omission in exercising any right or remedy by Management will not weaken 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 these R&R's after any default on Homeowner's part will be effective unless it is made in writing and signed by Management. It will not be considered a waiver of any rights to enforce each and

every provision of this Agreement upon any further or other default by Homeowner.

G. Acceptance of rent shall not reinstate or create a tenancy. Acceptance of rent shall not constitute a waiver of a rule violation, substantial annoyance, or other grounds that would result in 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.

H. Injunctive Relief for Violations. Injunctive relief may be sought by the Management for violations of rules and regulations, and further where good cause lies to seek a court order against acts, omissions and conditions which may unreasonably endanger life and limb of others, without proof of irreparable harm or lack of an adequate legal remedy; such occurrences raise a conclusive presumption of irreparable harm and lack of adequate legal remedy and proof thereof is agreed to be unnecessary. For example, Management may seek a court order prohibiting the disposal of hazardous substances which would violate law based on threat of such action, without also having to prove the nature or effect of the harm and injury suffered.

I. Homeowner/Resident Meetings with Management. As set forth in the MRL, Article 5.5, *Civil Code* §798.53, Park Management shall meet and consult with homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners, at a mutually convenient time, regarding the following matters:

- Homeowner concerns regarding existing Park rules,
- Standards for maintenance of physical improvements in the Park,

- Addition, alteration, or deletion of service, equipment, or physical improvements,
- Rental Agreements.

J. Residency. Any person wishing to purchase a mobilehome and become a Homeowner of the Park must complete an application for residency in writing and be approved by the Park Manager. The applicant must be willing to sign and comply with the terms and conditions as set forth within the Park tenancy documents. No rights of tenancy shall exist unless and until the Park Manager has approved the prospective purchaser as a Homeowner and a rental agreement has been executed, pursuant to the MRL, specifically *Civil Code* §798.75. Except in approved subletting circumstances, the Homeowner must occupy the mobilehome at all times when another person is living there.



K. FHAA Fair Housing Policy/Equal Housing Opportunity. Fair housing for all is the policy of this Park and is the law. All officers, employees, partners and agents of Management are forbidden from discriminating against anyone in any aspect of renting housing because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, disability, gender, gender identity, gender expression, genetic information, medical condition, source of income or any other protected basis.

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, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS (Except in this housing facility and others which are exempt as housing for "older persons"), DISABILITY, GENDER, GENDER IDENTITY, GENDER EXPRESSION, GENETIC INFORMATION, MEDICAL CONDITION, SOURCE OF INCOME, OR FOR ARBITRARY REASONS UNDER STATE LAW - DISCRIMINATORY ACTIONS OF THE MANAGEMENT, LESSEES, 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 PARK OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.

L. Reasonable Accommodation Policy

Management has the affirmative obligation to operate the park in a nondiscriminatory manner as provided by state and federal law. Management must, accordingly, consider requests for reasonable accommodations from applicants and homeowners with disabilities. A disability is a physical or mental impairment which substantially limits one or more major life activities, such as caring for oneself, performing major tasks, walking, seeing, hearing, speaking, breathing, learning and working; a record of such an impairment; or being regarded as having such an impairment. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability, to show that a requested accommodation is necessary. There must be a verifiable disability involved in order to qualify for a reasonable accommodation.

Requester must make a request before any modification is made, before any expense is incurred for a modification and in the case of an applicant for tenancy, before completing the purchase of a mobilehome. Expenditures made prior to completing the process of submitting a request and engaging in dialogue with Management cannot be considered in determining what a reasonable accommodation is. Please request an application for reasonable

accommodation from the Park Office or to submit your own informal request.

Management will consider requests for reasonable accommodations as each need arises. A request for reasonable accommodation can be made by the person with the disability, a family member, or someone else acting on the individual's behalf. A request should be made orally or in writing. If needed, Management would provide assistance for the individual, to put this request in writing.

For example, a reasonable accommodation may include:

1. A change in the rules or policies or how we do things.
2. A change, structural modification or repair in your mobilehome.
3. A change in the way we communicate with you or give you information.
4. Altering a mobilehome or space so that it can be used by a person who uses a wheelchair.
5. Permitting a service animal.

When a request for reasonable accommodation has been received, Management will respond in a timely manner.

If a request for an accessible feature(s), policy modification or other reasonable accommodation to accommodate a disability would result in a fundamental alteration in the housing, compelling Management interests or an undue financial and administrative burden, then other action would be investigated and taken to accommodate the homeowner. The determination of undue financial and administrative burden will be made on a case-by-case, involving various factors such as the cost of the reasonable accommodation, the financial resources of the Management, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related needs.

If a requested accommodation is rejected because it is not reasonable, then Management would engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's disability-related needs. If an alternative

accommodation is reasonable and meets the individual's needs, then Management would grant this accommodation.

M. Marijuana Use and Cultivation. Due to health risks to people and animals from the ingestion of marijuana and the risk of violence arising from theft of marijuana plants, be advised as follows:

(1) Use or possession of medical marijuana is subject to verification in accordance with state licensing requirements and permit standards.

(2) No cultivation, growing, or keeping of any marijuana plants outside the walls of the mobilehome structure is permitted (including screened or other patios, under awnings, driveways, inside sheds, pots or other vessels). Violation of this rule may be enforced by 14 day notice of removal and/or premises maintenance including discarding of offending plants including containers; and

(3) No use of marijuana, inclusive of smoking or ingesting in any form, is permitted in the common areas of the park; and

(4) Any use of marijuana in the vicinity of a minor shall be reported to law enforcement for prosecution of applicable crimes and violations of law set forth in the California Penal Code, Welfare and Institutions Code, Health and Safety Code, including reckless endangerment, contributing to the delinquency of a minor and other applicable law; and

Notwithstanding the foregoing, the Park reserves the right to modify or interpret this rule in accord with legal developments, including *James v. Costa Mesa*, holding that marijuana is not a reasonable accommodation of a disability under federal law.

THE PARK COOPERATES WITH ALL LAW ENFORCEMENT AGENCIES IN THE IDENTIFICATION, APPREHENSION AND PROSECUTION OF ALL PERSONS WHO USE, SELL, POSSESS, TRANSPORT OR MANUFACTURE ANY CONTROLLED SUBSTANCES AND ILLEGAL SUBSTANCES AND THINGS, AND ALL PERSONS WHO HARBOR SUCH PERSONS OR ALLOW THEM INTO THEIR HOMES OR THIS PARK. PARK WILL FURTHER COOPERATE TO THE FULLEST EXTENT OF THE LAW, WITH ALL EFFORTS TO PROSECUTE SUCH PERSONS AND SEEK THE FORFEITURE OF ALL INSTRUMENTALITIES OF SUCH CRIMES. TENANCY WILL BE TERMINATED FOR

SUCH CONDUCT AS A SUBSTANTIAL ANNOYANCE TO OTHER HOMEOWNERS AND RESIDENTS.

2. USE OF SPACE

A. Use of Facilities. Homeowners, Residents, guests and caregivers have the right to use of the homesite and Park facilities only if they comply with these R&Rs and the other provisions of the Park's residency documents.

B. "Older Persons" (55+) Housing Restriction. Palomar Estates East is restricted to residency by persons fifty-five (55) years of age or more. At least one Homeowner must be fifty-five (55) years of age or more, a registered owner as defined in Health and Safety Code §18009.5 (a person registered by the Department of Housing and Community Development as the owner of a mobilehome), and making the space the permanent and full time residence of the homeowner. All other residents of the household must be at least thirty-five (35) years of age or more (except for caregivers/care recipients as described in paragraph "J" below) subject to requirements of federal, state, or local laws. Unless indicated elsewhere in this document, the persons allowed to regularly occupy a space within the Park shall be only those persons listed on the rental agreement or an addendum. Owner requires the verification of the age of all homeowners and occupants by production of documentary proof (driver's license, birth certificate, baptismal certificate, passport, military identification, etc.).

(1) Re-Verification Questionnaire: Owner requires re-verification every two years of the ages of all persons residing on the homesite. Homeowner agrees to provide this information promptly and upon request.

(2) Advertisements for Sale of Mobilehome: Any advertisement for the sale of the manufactured home should include a reference to the fact that the Park is reserved for "older persons" 55 years of age or more so long as this rule remains in effect.

(3) Intention to Operate as "Older Persons" Housing: The intent and purpose of the Owner is to offer housing for "older persons" in all homesites in

the community, and to additionally publish the Management's intention of requiring all homesites to be occupied by persons who satisfy the criteria established under the Fair Housing Amendments Act of 1988 and the Housing for Older persons Act of 1995, by: these rules and regulations, screening policies, consistent enforcement of the age restrictions, and compliance with federal and state law and requirements.

C. Maximum Number of Occupants. 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.

D. Commercial or Business Activity. The mobilehome and Homesite may be used only for private residential purposes, and may not be used for any business or commercial activity without prior written approval from the Park Manager. No commercial solicitation is permitted in the Park. Any business that would generate vehicular or pedestrian traffic from outside the Park, with the exception of estate and moving sales, or that would require use of the Park's trash, water, or sewer utilities is prohibited.

E. Estate, Rummage, and Moving Sales. With Park Manager's permission, an estate or moving sale may be held at a mobilehome (not in or on a common area improvement) for no more than three (3) days, but no items may be brought in from outside the Park for the sale. Directional signs leading to the Homesite may be posted during the actual sale hours only (not overnight). One sign may be placed in front of the mobilehome and may not exceed 24" x 36" in size. Household items for sale may be placed outside the mobilehome during the actual sale hours (not overnight), and must be put back into the residence upon conclusion of the sale for the day. Rummage sales are permitted under the auspices and control of the Social Club. Park facilities are reserved for homeowners, residents and invited guests only. The general public is not permitted into any common area facility, amenity or building except as specifically authorized by Management.

F. Primary or Secondary Residence. Each applicant for residency must represent to Park Management that the leased Homesite is and will be the Homeowner's primary or secondary place of residence in each year. Homeowners regularly living in the mobilehome for only part of each year must give Park Management their occupancy schedule.

G. Subletting/Subleasing. Subletting/Subleasing is not permitted except as provided for in *Civil Code* §798.23.5, or the San Marcos Municipal Code Chapter 16.28. At no time may other persons live in the mobilehome without the full-time permanent Homeowner. The subtenant must apply for residency and meet all of the Park's requirements for establishment of a tenancy (*e.g.*, minimum age, minimum income, ability to comply with the park's rules, *etc.*) for approval of a sub tenancy. Management may reject the application if the prospective subtenant fails to demonstrate the financial ability to pay the rent and charges of the park, or if Management reasonably determines that, based upon applicant's prior tenancies, he/she may not comply with the R&Rs of the Park. If the subtenant's application is accepted, the homeowner or designated legal representative, the prospective subtenant, and the Management must first sign a Subleasing Agreement whereby the Subtenant acknowledges and agrees that he/she does not have tenancy rights in the Park, nor is he/she a "Homeowner" (as defined in *Civil Code* §798.12 and §798.9) respectively, and Homeowner acknowledges continued exclusive responsibility for rent of the Homesite.

H. Proof of Current Registration. Each mobilehome owner must be able to show Management proof of current registration, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings. Homeowner shall furnish Park Management with any changes that occur in the legal or registered ownership.

I. Sharing Residence/No Fee Required. If Homeowner is the sole occupant of the mobilehome and wishes to share his or her mobilehome with one (1) additional person (or more than one person if approved by Management), Homeowner may do so as

provided for in *Civil Code* §798.34(b), without being charged additional rent or any fee. This person shall be required to register with the Management, and shall be a minimum of 35 years of age. Upon approval, this person will be required to sign documentation acknowledging the foregoing rights and duties of occupancy as an addendum to the Homeowner's Rental Agreement. Such persons are a "guest" and have no other rights of tenancy. Please refer to ¶3 A.

J. Caregivers/Care Recipients/Immediate Family Members. Homeowners who are 55 years of age or older, may share the mobilehome with any person over 18 years of age if, pursuant to a written treatment plan prepared by a physician, this person:

(1) is providing live-in health care or live-in supportive care to the homeowner; or,

(2) is a parent, sibling, child or grandchild of the homeowner who is at least fifty five years old and requires live-in health care, live-in supportive care, or supervision.

The caregiver/care recipients shall be required to register with the Park Manager and sign an Addendum to the Rental Agreement. That person shall have no rights of tenancy in the park per *Civil Code* §798.34 (c) and (d). A violation of the R&R's by this person shall be deemed a violation by Homeowner pursuant to *Civil Code* §798.56 (d).

3. GUESTS

A. Long Term. All guests must register with the Park Manager when staying with Homeowner for more than twenty (20) consecutive days or thirty (30) days total in a calendar year. Management may require a guest fee as specified in the Rental Agreement and this fee does not apply if the Homeowner is a sole occupant of the mobilehome, or an immediate family member (please see *Civil Code* §798.35). Guest registration includes submission by Homeowner of a completed application for approval, and upon approval, Homeowner and guest must sign documentation acknowledging the rights and duties of

occupancy. A “guest” has no tenancy rights or interest.

B. Short Term. Homeowner shall inform Management of the number and ages of guests who will be in their home for seven (7) days or more so that Park Management is aware of the occupants and persons authorized by Homeowner to enter into the mobilehome in the event of an emergency.

C. Guest Passes. Homeowner is personally responsible for the actions and conduct of Homeowner’s additional occupants and guest(s) as well as any damage caused by any additional occupant and guest(s). Guest Passes will be provided by Park Management upon request. Only one (1) Guest Pass is required per guest group.

D. Guests Using Facilities without Homeowner. Any guest 18 years of age or older may use the common recreational areas except the exercise equipment, in the absence of the Homeowner provided the guest has a Guest Pass from/the Homeowner in his/her possession and behaves appropriately and within the rules. Any adult guest with a Guest Pass may accompany other guests. Any Homeowner who cannot resolve a complaint amicably with a guest who is violating the rules should follow the established complaint procedure.

E. Guests under Age 18. All guests under the age of 18 must be accompanied by a Homeowner, or Resident or adult guest with a Guest Pass when using any Park facilities.

4. CONDUCT

A. Actions Prohibited. Actions by any person of any nature which may be dangerous, injurious, a nuisance, breach of quiet enjoyment, disturbing, annoying, offensive to the senses of other Homeowners, profane, tortuous, damaging, illegal (a violation of any law, ordinance, regulation or statute), or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the Park are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, arguing, quarrelling,

threatening, fighting, or illegal conduct, profanity, illegal activity, dangerous, negligent, rude, or boisterous conduct or condition that is objectionable or abusive in language or conduct to other homeowners, residents or Management of the Park.

B. Weapon Use. The use, display or brandishing of any weapon, including, but not limited to, a bow and arrow, BB/pellet/dart/paint guns, slingshots, martial arts weapons, rifles or other long guns, hand guns, knives, fireworks, flares, or other deadly weapons are prohibited. Physical violence or threats are agreed to constitute a substantial annoyance.

C. Disturbances. Radios, televisions, record players, musical instruments, and other devices must be used in a manner so as not to disturb others. The design of mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other Homeowners, especially sound in the bass range, therefore, it is suggested that you keep this in mind when playing these devices. “Ham” or “CB” radios or other radio transmitters which cause interference to telephone, television or radio reception may not be operated in the Park.

D. Trespassing on Homeowner Spaces. Homeowners, residents, and guests shall not encroach or trespass on any other Homeowner’s homesite or any area which is not open for general use to all homeowners, residents, and guests.

E. Tampering with Park Property, Damage to Park Property. All Park property which is not for the use of homeowners, residents, and guests, including, but not limited to gas, electric, water and sewer connections and other equipment connected with utility services, and tools and equipment of Management, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by homeowner for safety reasons. Homeowner shall reimburse Park for any damage caused to Park property by homeowner, resident, or homeowner’s guest.

F. Guest Behavior. Homeowners, residents, and guests shall conduct themselves in a reasonable manner so as not to cause disturbance to their fellow neighbors and Homeowners. Homeowners must

acquaint all residents, guests, and occupants of the mobilehome with the Park R&R's.

G. Toys, Ball Playing. Electric and gas toy cars and vehicles, hard balls and objects such as baseballs, softballs, soccer balls, volley balls, footballs, boomerang-type products or hard ball throwing of any kind (including all hard projectiles, flying toys, or objects of any kind, design or purpose) are prohibited within the Park, including on the home site. The Park's streets shall not be used for the playing of the games.

H. Soliciting. Throw-aways, newspapers, distribution of handbills and door-to-door selling for the purpose of solicitation or commercial solicitation is prohibited to the extent permitted by the MRL as it may be amended from time to time. All salespeople must make individual appointments with the Homeowner.

I. Community/ Moving/Estate Sales. Annual/Semi-Annual community sales may be permitted in the recreational facilities with Park Owner's written consent. Estate/Moving sales may be permitted at the Homeowner's homesite with Park Management's written consent.

J. No Open Fires Permitted - With the exception of barbeques approved for use by the Park Manager, or fireplaces and other appliances installed in Homeowner's mobilehome, no open fires are permitted on the homesite or in any other area of the Park. Gas or propane fire pits and patio heaters that are approved for use by the manufacturer and the Park Manager, are allowed.

K. Acts Not Tolerated - The violation by a homeowner or resident of any law, ordinance, regulation or governmental directives or orders of the city, county, state, or federal government, including but not limited to, the MRL and Title 25 of the California Code of Regulations will not be tolerated. No action or behavior on the part of a Homeowner or Resident, which would place the Park in violation of any law, regulation or ordinance, is permitted.

L. 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 Park is prohibited. In the event that substantial evidence of any such illegal activity is revealed to the Management of the Park, legal action, consultation with law enforcement agencies and other appropriate action may be sought. The Park 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 R&R's, Homeowners and all family members hereby waive any privacy right in respect to any communication and warning to other Homeowners and their children as to any substantial evidence revealed to the Park as to the existence of any illegal activity in regard to controlled substances, drugs or other narcotic on the part of the Homeowner, their families, guest(s), caregivers, or other resident.

5. MOBILEHOME STANDARDS

A. Condition. The Park requires that the mobilehome and all accessory equipment and structures be maintained in good and safe condition and conform to the standards of the Park as recited herein.

B. Permits/Licenses. It is Homeowner's responsibility to determine the requirements for permits, licenses, and inspections. Building permits or licenses that are required to perform any installation or modification to Homeowner's mobilehome, accessory equipment, or structure must be secured prior to any installation or construction of said installation or modification. A Park approved change/modification form is required by the city before application process would be processed by the city.

C. Storage Sheds. Each Homeowner may install up to two (2) storage sheds or buildings, which shall not exceed a combined floor area of one hundred and twenty (120) square feet, or the amount specified in Title 25, and shall not exceed ten (10) feet in height or the height of the carport awning. Management must approve the type and proposed location of storage buildings. Unless otherwise approved by Management, all storage sheds must be of the same material as the mobilehome and must be painted to match the mobilehome exterior.

D. Use of Sheds. At no time may any type of storage or other shed be occupied or used as a homesite, and no individual is allowed to sleep in or inhabit a storage or other shed. If electricity is made available in the shed, it must be installed to code and a city permit obtained for verification of its proper legal installation.

E. Mobile Home Appearance and Signs.

(1) Mobilehome Exterior Maintenance. Home exteriors must be of acceptable materials. The exterior of the mobilehome, accessory structures and equipment must be properly maintained. Proper maintenance shall include, but not be limited to washing, waxing (if applicable), and/or painting as needed (whenever the paint begins to peel, flake, chip, or deteriorate). Exterior repainting of original pale pastel colors or white is permitted. When changing exterior color scheme, colors must be selected from soft pastel colors and earth tones. Homeowner must submit color chips to Management for pre-approval before painting. If Management is not certain that a color or colors would be acceptable, Homeowner may be required to paint a small area (approximately 4' x 5') on their mobilehome exterior before the color(s) is/are approved or denied. Spray painting is not allowed unless approved by Management and proof of adequate property damage insurance (a homeowner's policy) is presented to Management.

(2) Window Coverings, Window Air Conditioners. Broken, and otherwise unsightly window coverings which are visible to others and detract from the overall appearance of the Park, are not permitted. Missing window coverings which

detract from the overall appearance of the Park are also not permitted. Window air conditioners are permitted with the prior approval of Management. No window air conditioner may be installed in the front windows (front street side). No Central Air-conditioning system may be installed without prior written approval from Management of its location.

(3) Signs and Advertising Flags. All exterior signs and advertising flags are prohibited, excepting that Homeowner may display one sign on his/her homesite advertising the sale of the mobilehome during the period of time that the mobilehome is being offered for sale. The "For Sale" sign must meet the regulations of *Civil Code* §798.70 which states that the sign may not exceed 24" wide by 36" high; shall be secured neatly in a window facing the street, or posted on the side of the mobilehome facing the street; or placed in front of the mobilehome perpendicular to the street. A sign posted in front of a mobilehome may be of an H-frame or A-frame design and may not extend outward to the street. Handwritten signs are permitted. Once escrow has closed on the sale, the "For Sale" sign must be removed. One political campaign sign may be displayed per candidate as described in *Civil Code* §798.51 (e). The political campaign sign(s) must be removed after the election. "Open House" and Estate Sale signs are permitted only between the hours of 8:00 a.m. and 5:00 p.m. on the days a representative is on site.

F. Exterior Lighting/Motion Sensors. Any exterior lighting must be placed so as not to be objectionable to neighbors and not to constitute a traffic hazard. Motion sensor lights must be set so that cars or people walking in the street do not activate them. The lights must be directed to minimize the bright light at a neighbor's Homesite.

G. Awnings. Freestanding carport awnings, awnings and porch requirements for mobilehomes must be approved by Management prior to installation and must meet all city and state building codes and regulations (Title 25). All awnings must be painted, or be of anodized aluminum or steel, must be of an approved manufactured type. Carport and porch awnings and/or door hoods are required at Management's sole discretion.

H. Accessibility to Utilities. The utility pedestal area (electric, gas, water and sewer hookups) must be easily accessible at all times, with a minimum clearance of twenty-four (24) inches on three sides (not to include the mobilehome side). The pedestal may be covered so long as the meters are easily readable and the enclosure is easily removable. All gas, electric, water, and sewer connections up to and including the applicable meters, and other tools and equipment connected with utility services in the Park must be avoided and not tampered or interfered with except by authorized personnel approved by Management or the applicable utility company. If utilities are enclosed and it becomes necessary to remove the enclosure in order to make a necessary repair, any replacement of the enclosure will be entirely at Homeowner's expense.

I. New Mobilehome Installations. No 2-story mobilehomes are allowed in the Park unless mandated by law. The new Homeowner must obtain prior written approval from Management before the mobilehome is transported to the Park. Park approval must include approval of a written plot plan as part of an application for installation of the mobilehome. Once the mobilehome is transported to the Park, it must be inspected by Management before it may be installed on site to ensure that it matches the plot plan. Any mobilehome transported to the Park shall be installed according to Management's written specifications (hereinafter called "New Home Guidelines" which can be obtained from the park manager) and in compliance with all applicable government regulations. All accessory structures (porches, awnings, skirting, sheds, *etc.*) shall be pre-approved by Management and installed within 45 days of installation of the mobilehome. Any deviations must be approved by Park Management.

J. Fences/Retaining Walls. (1) Fences are the responsibility of the Park if documented that the Park installed it originally. Before installation of a fence, Homeowners must obtain permission from the Park Management regarding location, materials used and height. Fences may not exceed six (6) feet in height and must be installed only along the back two thirds (2/3) of the property, leaving the front third of the property from the street without fencing. All fence

installations must be within the lot line. It is preferred that all new fences be of vinyl material like the Park's pool area fencing. However, other materials permitted are wrought iron, wood and coated aluminum. No chain link or wire fencing is permitted. Fences cannot block access to the utility risers/electrical pedestal. All fencing must be maintained in good condition. (2) Retaining walls maintenance, repairs and replacement are the responsibility of the Park unless it is documented that the Park did not install it. Before installation of a wall, Homeowner must obtain written permission from the Park Management regarding location, materials used and height. Low retaining walls made only of masonry may be erected as necessary on slopes for soil containment. They can be no higher than necessary for that purpose. Wooden walls currently in place will be replaced with masonry walls as necessary. All retaining wall installations must be within the lot line. Low masonry retaining walls not to exceed three (3) feet in height may also be installed for decorative purposes around flowerbeds subject to management approval.

K. Listing a Home for Sale. Prior to listing for sale a mobilehome that is to remain in the Park, Homeowner shall inform Park Management of his/her intent to sell and shall furnish information regarding the selling agent. Management may perform an inspection of the exterior of the mobilehome and homesite so that needed repairs or maintenance may be noted and said repairs completed prior to escrow, unless otherwise arranged between buyer, seller, and Management. If not completed by date of purchase, buyer shall have sixty (60) days from then to complete all needed repairs. Management may cite only those repairs needed to meet the requirements of the park R&R's, and of *Civil Code* §798.73.5, which specifically limits repairs and improvements to those which can be required during any other time of a residency.

L. Satellite Dish/Cable/Antennas. In order to maintain community standards, Homeowners are strongly urged to rely on indoor antennas or cable distribution systems rather than installing visible outdoor antennas. It is also recommended that Homeowners seek prior written assurance from Management that an antenna or dish installation meets Park guidelines in order to avoid any necessity

for reinstallation. A satellite dish of up to one meter (39 inches) in diameter and/or an antenna designed to receive television signals may be affixed to a Homeowner's mobilehome or shed only at a location approved by Park Management. All other new antennas are prohibited.

M. Amateur Radio (HAM) Antennas. The installation and location of Ham antennas must be approved in writing by Management prior to installation. A HAM antenna must be removed when the Homeowner operator moves from the Park or it is no longer in use.

N. Flagpoles. Flagpoles designed to be mounted on the front of a mobilehome (with appropriate brackets) are recommended. A permanent standing flagpole up to eighteen (18) feet in height may be installed on Homeowners' property at a location approved by the Park Manager. It is the responsibility of the Homeowner to display and care for the American flag according to U.S. guidelines.

O. Mail Boxes. The Park will provide and maintain all mailboxes unless a Homeowner paints or decorates the mail box at the Homesite. If a Homeowner wants to paint or decorate the mailbox at their Homesite, the decor must first be approved by Management and then be maintained by the Homeowner from that point forward. Failure to get Management approval of the decor, or failure to maintain the decor can result in Management's replacement of the mailbox to the typical plain standard style. A mailbox may not be replaced by a Homeowner without the express permission of Management.

P. Solar Panels. Homeowners may install solar panels with prior management approval. Solar panels may not be installed in the homeowner's yard. A permit is required and the mobilehome roof must have a qualified load rating. Approval must also be shown from the serving utility.

Q. Management Permission is Not Quality Assurance. It is Homeowner's responsibility to ensure permits or approvals required by the State, City, County or Park are completed in accordance with all applicable laws, codes or standards. Any

inspections completed by Park are for Park's purposes only, and Homeowner is not entitled to rely on that inspection or approval to insure that the item has been installed or constructed correctly. Homeowner agrees to indemnify and hold Owner harmless for any work which is improperly done, and/or not in compliance with State, City, County or Park's, laws, codes or standards, such indemnity to include the Park's reasonable attorney's fees related to necessary legal proceedings.

6. LANDSCAPING

A. General Maintenance Standards. Landscaping must be maintained in a neat, clean, attractive and well-kept fashion. When vacationing or absent for any other reason, it is the responsibility of the Homeowner to arrange for someone to water and otherwise maintain the homesite, pursuant to the R&Rs.

(1) Homesite shall be kept free of weeds and debris.

(2) Trees, shrubs and other landscaping must be kept trimmed in a manner that maintains an attractive shape and prevents the plants from blocking a neighbor's view or from encroaching on a neighbor's property.

(3) Homeowners failing to maintain their Homesite after being given a Fourteen (14) Day Notice to do so may be charged a reasonable fee to have the necessary work performed as directed by Park Management. The Fourteen (14) Day Notice will state the specific condition to be corrected and an estimate of the charges to be imposed if the services are performed by Management or an agent or contractor. Such charges may be billed on the first of the month following completion of the work performed under the terms of the Fourteen (14) Day Notice and collected as further rent at the option of Management.

B. Submitting Plan to Management for Changes. Prior to commencing substantial changes to

existing landscaping, Homeowners must submit a written plan to Management for review and approval.

C. Artificial Flowers and Grass. Artificial flowers are allowed so long as they are maintained in a natural-looking condition. Artificial grass is only permitted if it is the most recent state-of-the-art type. The historical “artificial turf” is not permitted, nor is indoor-outdoor carpet permitted that was supposed to resemble grass. Park Management reserves the right to make a judgment call on the quality of the artificial grass that a homeowner may wish to install.

D. Trees.

(1) If a Homeowner feels that a tree on his/her property poses a specific health or safety hazard, and Park Management agrees that such a hazard exists, Park Management shall take action to eliminate the hazard at its own expense. In the event of a dispute over whether a tree poses a health or safety hazard, either party may request an inspection by the Department of Housing and Community Development or local agency empowered to settle such disputes, and said agency's decision shall be final.

(2) Written authorization must be obtained from Park Management before planting any tree on a homesite and a Homeowner Acknowledgment Form must be signed where Homeowner acknowledges his/her responsibility to maintain that tree from then on. Guidelines for tree selection for planting are: (a) Trees should be ones that do not exceed fifteen (15) feet in height at maturity and will not encroach on a neighbor's property; and (b) it must not have invasive roots. Park Management may provide a list of acceptable trees.

(3) If a Homeowner wishes to remove a tree on their Homesite, Park Management's prior written approval must be obtained.

(4) Other than referenced above in paragraph (1), Homeowner's are solely responsible for the care and regular maintenance of trees planted on their Homesite.

E. Removal of Landscaping Upon Vacating a Lot. When vacating a lot, Homeowner may, with the Park's prior consent and at Homeowner's own expense, remove all landscaping planted by Homeowner, provided Homeowner repairs all damage to property caused by removal and leaves the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the Homesite and will be the property of the next Homeowner of the Homesite and may not be removed without Park permission.

F. Digging/Location of Underground Utilities. Before digging or driving rods or stakes into the ground, Homeowner must have Park Management's consent and call the individual utility companies or Dig Alert to locate the underground utility lines or cables in order to avoid damage to underground utilities. Park Management will have a list of the numbers to call. Homeowner shall bear the cost of repairs to any utilities or Park property damaged by homeowner, resident, or their guest and shall pay for the repairs within ten (10) days of notification of cost of repair.

G. Lot Drainage – Changes and Mobilehome Supports. 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 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 and any re-leveling, if required, is Homeowner's responsibility. Homeowner shall avoid pooling or accumulation of water and moisture under the mobilehome. 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.

H. Property Removal from Homesite, Charges: If Management determines that the removal of

personal property from the Homesite is necessary to bring it into compliance with the R&R's or applicable law (Title 25), Management may remove the property to a reasonably secure storage facility. Management will provide written notice of at least fourteen (14) days of intent to remove the personal property. Homeowner is responsible for 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 to a storage area, shall provide written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by Homeowner. If, within 60 days, Homeowner does not claim the property, the property shall be deemed to be abandoned, and Management may dispose of the property in any manner.

I. Actions to Reduce Noise: Homeowner shall close all windows for landscape maintenance of common areas, the homesite or other areas, to reduce noise, dust and debris from leaf blowers and other equipment, from entering the mobilehome. Such routine maintenance responsibilities of the Management will be carried out during business hours.

7. GENERAL MAINTENANCE

A. Driveways.

(1) Avoiding Damage to Driveways: Homeowner shall keep the driveway clean and free of oil, all corrosive chemicals, and other staining Substances. Homeowners are responsible for all drainage, maintenance, repair, and replacement of a driveway not installed by the Park, including driveways replaced at the time of a new installation. . Park Management shall be solely responsible for the maintenance, repair, replacement, and any other expense related to the maintenance of driveways installed by Park. Painting of driveways is permitted with written approval of Management. If Management has to make a repair to the driveway and it has been previously painted by Homeowner, then Homeowner is responsible for repainting the repaired section of driveway to match the rest. If it cannot be

color matched, Homeowner must either repaint the entire driveway or remove the paint.

(2) Management Repairs: A Homeowner may request Park Management to repair his/her driveway, and Park Management shall have fourteen (14) days to inspect the driveway and advise Homeowner of its intention to make the repairs or otherwise. Park Management will maintain a driveway repair priority list of driveways needing repair. Driveways will be repaired as funds become available.

B. Drainage of Space. Park Management is responsible for proper drainage of the Homesite, including underneath the mobilehome except where the original drainage pattern has been altered by the homeowner, or where the problem arises as a result of homeowner's irrigation system, water leakage from homeowner's pipes, hose/s or faucets, or installation of plastic beneath rocked areas.

C. Outside Storage. Wheels, hitches and other items permitted by law are the only things that may be stored under the mobilehome. Storage of anything behind or on the outside of the mobilehome is prohibited, except in approved storage buildings and cabinets. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottle, garden tools (except hoses), mops, ladders, paint cans, or any item that is unsightly in appearance.

D. Materials Hung Outside the Home. No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobilehome.

E. Health and Safety/Hazardous Substances. Anything which creates a threat to health and safety is prohibited. No hazardous materials may be stored on the homesite other than ones customarily used for normal household purposes and then only in quantities necessary for household purposes. Homeowner may not allow any environmentally hazardous substances to be disposed of anywhere in the Park, including but not limited to trash cans, trash bins, surface area, or the sewage disposal or storm drain systems. PROPOSITION 65 WARNING. Homeowner should be advised that the Park is not a smoke free area. In addition, there are other chemicals that exist on the property. The common areas in and

around the Park may contain at least one of the following chemicals known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. To obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/pro65.html>.

F. Trash.

(1) Storage - Containment of Trash: Any trash stored outside the home must be in a covered container or plastic trash bag and kept in the rear of the driveway prior to disposal. Garbage must be securely tied in plastic trash bags and placed in trash cans until the day of collection at which time the bags and/or cans are to be placed in the driveway at curbside for pickup. Weight of trash bags may not exceed thirty-five (35) pounds each. All boxes and crates must be flattened before being placed for pickup. The bags and/or cans may be placed at curbside no earlier than 4:00 p.m. on the day before the trash is collected. If a Homeowner will be away on day of collection, he/she must make arrangements with a friend or neighbor to put out their trash bags/containers at the appropriate time. Empty containers and trash cans are to be returned to their normal storage place shortly after pickup.

(2) Excess Trash and Discards. A maximum of seven (7) bags or bundles may be placed at curbside each week. This includes green waste as long as branches are either tied into bundles that do not exceed four (4) feet in length, or the debris/leaves are bagged. If Homeowner hires a landscape service, they must dispose of your trimmings outside of the Park or you may place them curbside, as long as you have no more than seven (7) bags/bundles each week. If you have remodeling trash or other large items, Homeowner must order a dumpster from local trash hauling company and notify Park Management to coordinate the location of the dumpster.

(3) Trash from Outside the Park. With the exception of trash from Palomar West, no trash from

outside the park is allowed to be placed in Park dumpsters.

G. Storage on Patios and Porches. Only outdoor furnishings, manufactured barbecues, and bicycles may be placed or stored on the patio, porch, yard, or other portions of the homesite.

H. Discovery of Condition Requiring Repair. Any Homeowner who discovers any condition in the Park requiring repair should bring the condition to the attention of the Park Management.

I. Sudden/Unforeseen Breakdowns. Management has the responsibility to maintain physical improvements in the common facilities in good working order and condition. With respect to a sudden or unforeseeable breakdown or deterioration of the Park improvements, Management shall have a reasonable period of time for repair and to bring the improvements into good working order and condition after Management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed thirty (30) days in any other case except where exigent (urgent) circumstances justify a delay.

8. VEHICLES

A. Laws/Safety. For the safety of Homeowners, residents, and guests, no vehicle may be driven in an unsafe manner. All posted traffic signs must be obeyed. All drivers operating a motor vehicle in the Park must drive safely and slowly, not more than 15 miles per hour. All vehicles operated in the Park must be registered and licensed for street usage (except those noted in 8E). Homeowners and Residents in violation will be cited by Park Management.

B. Minor Repairs/Car Washing. Only minor maintenance and repairs such as checking and adding fluids, windshield wiper and light bulb replacements, etc., may be done in a Homeowner's driveway. This includes and is limited to those operations that can be done in one day, will not result in excessive noise, or

use of special equipment such as motor or transmission removal equipment. Changing lubricants (i.e., oil, etc.), major repairs, and body work are not permitted at any time. Unless otherwise prohibited by the City of San Marcos, Vallecitos Water District, or other governing authority, vehicles may be washed only in Homeowner's driveway or in the area designated for car washing. They may not be washed or repaired in the street.

C. Allowable Vehicles, License, Condition, and Appearance. No vehicles other than passenger vehicles, pickup trucks or vans used for passenger purposes are allowed at each homesite unless expressly permitted by Management. Vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition or are not neat and clean in appearance. No vehicle leaking oil or other fluids is allowed in the Park. Any vehicle dripping oil or gasoline must be repaired immediately. Excessively noisy vehicles are not permitted. Junk and/or unsightly vehicles and unlicensed vehicles may not be parked anywhere in the Park. All vehicles operated within the Park, except those noted in 8E below, must be currently registered and licensed for street usage. Any vehicle not meeting these standards may be removed from the Park by Management at Homeowner expense in accordance with the Mobilehome Residency Law. 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. All drivers must be properly licensed.

D. Motorcycles and Scooters

(1) Motorcycles are not allowed in the Park. They must enter at the East entrance only (Lucilla Street) and be parked in the designated motorcycle parking spaces at the entrance of the Park.

(2) Scooters are defined by the U.S. Department of Transportation as a motorcycle that has a platform for operator's feet or has integrated footrests, and has a step-through architecture. Scooters are allowed in the Park providing their engine is 250 cc or smaller and that the muffler system is factory installed (no

modifications allowed). Scooters may only be used by residents of the Park (no visitors with scooters are allowed in the Park) and must enter the Park at the east entrance (Lucilla Street). Scooters must be approved by the Park Manager and owner must submit proof of registration.

E. Golf Carts, Motorized Vehicles, Skateboarding, Roller Skating. Except wheelchairs and mobility scooters, golf carts or any other 3 or 4-wheeled motorized vehicles must be approved by Park Management and must be operated in such a manner as not to disturb other Homeowners and Residents. Roller skates, roller blades, skateboards, Razors, non-motorized scooters, and/or off-road vehicles are not permitted to be ridden in the Park, nor is any other vehicle that is noisy and would disturb Homeowners. Persons operating a golf cart in the park must have a valid driver's license or be a Homeowner or Resident of the Park. Vehicles that require a license to be operated on public streets may not be operated or steered in the Park by any person unless they have a valid driver's license.

F. Bicycles, Mobility Scooters. Bicycles and mobility scooters (defined as an electrically powered scooter designed for people with restricted mobility, typically those who are elderly or disabled) may be ridden only on the roadways and must operate with the flow of traffic only (right side of the street).

G. Vehicle Noise. Any vehicle that creates enough noise to disturb neighbors between the hours of 10:00 pm and 7:00 am daily may be banned from the Park upon receipt of written complaint by a Homeowner. This includes diesel trucks, commercial vehicles or any other vehicle, except emergency response vehicles.

H. Right of Way. Although walkers, bicyclists, mobility scooters, , and golf carts have the right-of-way, they are expected to keep to the side of the road., whereby pedestrians/walkers are facing the flow of traffic (left side) and other vehicles operate with the flow of traffic (right side). Drivers must use extreme caution when driving through the Park and especially cautious when backing out of a driveway.

I. Liability. The Park is not liable for any damages to vehicles parked on Park premises including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever related to vehicles.

J. Sleeping in Vehicles. At no time may any type of vehicle be used as a home, and no individual is allowed to sleep in any vehicle including RV's, anywhere on Park property.

K. Selling Vehicles. No vehicles may be parked on Park property for the purpose of selling them.

9. PARKING

A. On Homesite, On Streets, Loading and Unloading. Homeowners may have only as many vehicles as will fit in their driveway without extending into the street. Homeowners and Residents may park vehicles only in the driveway and not on the landscaped or other areas within the homesite. Parking is not permitted on the streets, except when actively loading or unloading at the homesite between the hours of 8 am and midnight. Vehicles that display a Disability Placard may park on the streets between 8 a.m. and 12 midnight. There is no parking whatsoever allowed on the street from midnight to 8 am daily. Homeowners and Residents must not block another Homeowner's driveway. To ensure adequate space for passage of emergency vehicles, no vehicle may be parked opposite another vehicle parked on the street. All vehicles must be parked facing in the same direction as traffic on that side of the street. Illegally parked vehicles are in violation of California Vehicle Code §22658(a) and are subject to being towed. Refer to Rule 9C for Service Vehicle regulations.

B. Guest Parking Areas. Guests/visitors with approved vehicles (for a description of approved vehicles refer to Rule 8C) may park either in front of host Homeowner's home if no other vehicle is parked on the opposite side of the street (per 9A above), in designated guest parking spaces or in the host Homeowner's driveway. Homeowners and Residents are not to use guest parking areas unless: (1) visiting another Resident in another area of the Park, (2) when allowing guests to park in their driveway, or (3) when their driveway is being used

for home construction or repair purposes. In these instances, Homeowners and Residents may park in guest parking temporarily but must advise management to ensure that their vehicle is not towed. Homeowners must acquaint their guests/visitors with all the rules of the Park, especially those pertaining to parking in the Park, namely Article 9 of the prevailing Rules and Regulations."

C. Service Vehicles. Service vehicles may be parked in the street in front of the manufactured home that is receiving service, provided that the service person is readily available to move the vehicle in the event of an emergency.

D. Fire Lanes and Fire Hydrants. No parking is allowed on the street within 7.5 feet on each side of a fire hydrant. Fire hydrants are located at the side of the streets, painted yellow and can usually be located by a blue reflector in the middle of the street.

10. RECREATIONAL VEHICLES

A. RV Storage Area. Recreational vehicles (RV's) (*i.e.*, campers, camper shells, motor homes, trailers, buses, trucks over one ton, and boats, etc.) may only be parked and/or stored in the RV parking lot. Dune Buggies are permitted to be stored in the RV Storage area only if they are kept on a trailer. Homeowner or Resident must apply to Management for permission to park there, must pay the fee in effect, and must provide Management with proof of registration and current insurance or any documentation reasonably requested. If the RV Storage area is full, Homeowner's vehicles take precedence and Management may give a Resident a 30-day notice to remove their stored vehicle in favor of a Homeowner's vehicle. The vehicle being stored in the lot must have a valid registration, if required. Management will not be responsible for loss or damage due to fire, theft, storm, vandalism or any other cause.

B. Loading and Unloading. RV's or trailers may be parked in the driveway, or on the street, or in a guest parking area on the day of departure or the day of return from a trip up until midnight for the purpose

of loading, unloading or cleaning the inside of the vehicle.

C. At Homesites. No motor homes, recreational vehicles, or pickup trucks with campers are to be parked in homesite carports unless they are the Homeowner's primary mode of transportation.

11. COMMON AREA FACILITIES

A. Use. Park facilities are designed primarily for the enjoyment of the Homeowners and residents. Homeowners may reserve and homeowners and residents may use common facilities upon coordination and scheduling with Management. Scheduled park activities have priority. Use of the facilities shall be in accordance with the hours and rules posted at the facilities themselves, in addition to the R&Rs contained herein. The facilities may be closed from time to time for cleaning and repairs. Homeowner's may not rent out any Park facility. Under no circumstances may any Homeowner or resident invite, solicit or allow the entry of members of the general public into the common areas. The general public is not permitted into any common area facility, amenity or building except as specifically authorized by Management.

B. Alcoholic Beverages.

No drinking of alcoholic beverages is allowed in or around the main or second Clubhouses or in any common areas except at designated Social Club or PEERA functions, properly insured private parties, or as otherwise approved by Management.

C. Smoking. Smoking is prohibited in the clubhouse and other enclosed common areas. Smoking is prohibited within 20 feet of an entrance, windows or exit to the clubhouse.

D. Attire. Homeowners, residents and guests must be dressed in normal street attire at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings and to and from the pool area. Persons in swimming suits or trunks will not be allowed in the clubhouse except when going to and from the pool/dressing area from the pool area, or to the office to report a problem.

E. Removal of Items from Facilities. No article of any kind is to be removed from any of the common areas unless approved by Management.

12. CLUBHOUSE

A. Reservations. Homeowners wishing to reserve the clubhouse for private parties, meetings, or other functions must apply by making arrangements with Park Management. During such a scheduled event or party, the remainder of the clubhouse facilities must remain available to the other homeowners, residents, and their guests. Said functions must not conflict with Park planned activities.

B. Private Parties. A private party reservation must be made by a Homeowner a minimum of ten (10) days prior to the event. There will be no charge for the use of the clubhouse. However, Homeowner must post the required cleaning deposit in the form of a check, must provide proof of current homeowner's insurance, must provide proof of applicable insurance coverage if alcohol will be consumed, state the number of persons expected to attend, what facility is expected to be used, the type of gathering (social, recreational, political, etc.), when the event will start, and when it will end. Hours of use must be within the hours posted at the facility. Homeowner will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur as a result of that function. Any damage or cleanup cost will be deducted from the deposit. The amount required as a cleaning deposit is subject to change. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. The kitchen shall be cleaned. All dishes and utensils shall be washed and put away, floors shall be vacuumed and trash bags tied and placed in the enclosed outside storage area between the clubhouse and the pool. Furniture shall be left as it was found. All such functions must be carried out in full compliance with these R&Rs and the other residency documents of the Park. Park Management reserves the right to refuse a private party function if our parking areas and/or facilities are not sufficient to accommodate the size or type of party/function. Commercial use by a homeowner is prohibited unless approved by Park Management and the Social Club

and restricted to attendance by Homeowners, residents, and invited guests; not the general public.

C. Non-Homeowner Reservations. Only Homeowners may reserve the clubhouse for private functions.

D. Inviting Public Officials and Others. Any Homeowner may invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with homeowners and residents and speak about matters of public interest. PEERA and/or the Social Club may invite commercial, health, or non-profit representatives to give a seminar of general interest to Homeowners.

E. Parking Limitations, Maximum Occupancy. Any homeowner, organization or group of homeowners using the clubhouse must adhere to the limitations or restrictions regarding vehicle parking and maximum occupancy for the clubhouse. This information is posted in the facility and may also be obtained from the Park Manager.

F. Second Clubhouse. The second clubhouse contains the Billiard Room and Exercise facility. The specific rules for each are posted in those applicable areas. No persons under the age of fourteen (14) years may use the billiard tables or ping pong table. Guests must be accompanied by a Homeowner, or resident with a Guest Pass, or have a Guest Pass in their possession to use the billiard tables. Only Homeowners may use the exercise equipment and be in the exercise area. Homeowner's are required to sign a release to use the exercise equipment.

13. SWIMMING POOL AND SPA RULES

A. Safety. THERE IS NO LIFEGUARD AT THE POOL. THE POOL IS NOT SUPERVISED BY THE MANAGEMENT, AND NO PARK PERSONNEL HAVE ANY TRAINING OR PROFICIENCY IN LIFE-GUARDING, RESCUE OR MEDICAL TREATMENT AND OWNER STRONGLY RECOMMENDS THAT HOMEOWNERS, RESIDENTS, AND GUESTS WITH A GUEST PASS DO NOT SWIM ALONE!! PERSONS USING THE POOL MUST DO SO AT THEIR OWN RISK.

B. Posted Rules. The pool, spa, and saunas are for the exclusive use of the homeowners, residents, and guests in accordance with the restrictions of age limits as follows:

Hours and rules for use of these facilities are posted. Children under the age of three (3) years are not permitted in the pool or spa areas. Children under the age of fourteen (14) years are not permitted in the spa or sauna except with adult supervision and only during the posted children's hours. Only non-alcoholic beverages or water- in non-glass containers, are allowed in the pool area. Food is allowed provided it is kept well away from the water and no wrappers or garbage are left without being picked up. Smoking is not allowed in the pool area.

C. Rules Violations. Homeowners, residents and guests must vacate the pool, spa and/or saunas at the direction of Park Management if they need to close the area for any reason. If a homeowner, resident or guest is violating a rule or rules, Park Management may give a verbal warning to the violator(s) and specify the rule(s) being broken. If the violation continues, violators may be asked to leave the area, and the violators shall do so immediately.

D. Water Recreational Gear. Only float devices that are attached to or held by non-swimmers for safety purposes, or that are used for exercise purposes are allowed in the pool. All other swim fins, rubber floats, boogie boards and the like are not permitted in the pool or spa. The large "duck ball" is exempt as it serves as a duck deterrent.

E. Use of Suntan Lotions and Oils - Furniture Care. Sunscreen lotions (but no oils) are permitted in the pool or spa. For protection of deck furniture, towels should be placed over chairs when using suntan oil or lotions.

F. Swimwear. Shoes or sandals must be worn to and from the pool and spa areas but not into the pool or spa. Only pool shoes may be worn into the pool and spa. Manufactured swimwear is required when using the pool or spa.

G. Rowdiness. Diving, running, jumping, excessive noise, and rough housing are not permitted in the pool and spa areas.

H. Release of Liability for Inherent Risks of Water Features. Use of the pool area and facilities includes inherent risks that may cause injury, death and damage even with exercise of due regard for health and safety. The pool area and facilities should only be used with a companion present in case assistance is needed. Homeowner therefore agrees and acknowledges that:

1. THE POOL FACILITIES ARE USED AND OCCUPIED AT YOUR SOLE RISK AND PERIL.

2. ACCESS TO THE POOL FACILITIES IS BASED ON THE UNDERSTANDING AND AGREEMENT THAT THERE ARE INHERENT RISKS OF INJURY AND HARM POSED IN THE USE AND PRESENCE OF THE FACILITIES.

3. THE FACILITIES POSE INHERENT RISKS OF INJURY AND HARM EVEN WHEN UTMOST CAUTION AND CARE IS EXERCISED BY HOMEOWNER, RESIDENT, GUESTS, AND INVITEES.

4. HOMEOWNER AND RESIDENT SHALL TAKE ALL REASONABLE PRECAUTIONS TO AVOID UNREASONABLE RISKS OF HARM.

5. USE AND OCCUPATION OF THE POOL FACILITIES IS THEREFORE CONDITIONED ON HOMEOWNER'S UNDERSTANDING, AWARENESS AND AGREEMENT THAT FAILURE TO TAKE DUE REGARD FOR ONE'S OWN SAFETY AND WELL-BEING MAY RESULT IN INJURY OR DEATH TO HOMEOWNER AND OTHERS.

6. DESPITE THESE INHERENT RISKS, HOMEOWNER SHALL, ON BEHALF OF ALL MEMBERS OF THE HOUSEHOLD, GUESTS AND INVITEES, ASSUME ALL RISKS AND RELEASE OWNER AND HOLD OWNER HARMLESS FROM ALL CLAIMS, DEMANDS, AND LAWSUITS FOR INJURY, DAMAGE OR OTHER HARM, LOSS, EXPENSE CAUSED IN OR ABOUT THE POOL FACILITIES AS NOW PROVIDED. This release means that Homeowner voluntarily assumes all risk,

known and unknown, of harm, bodily injury, death, loss or property damage resulting or arising from the presence, observation, use or participation while upon or about the recreational facilities. 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.

14. LAUNDRY FACILITIES

A. Drying Lines. Homeowner and resident may hang laundry only on lines provided by Park in the drying yard.

B. Use at Homeowner's Risk. Use of laundry facilities provided by the Park is at Homeowner's and residents own risk of loss or damage to clothing or other items. Use is governed by the posted rules and hours.

C. Key Deposit. Homeowners and residents may obtain a key to the laundry facilities by paying a key deposit to Park Management. The key deposit will be refunded upon return of the laundry facility key.

D. Maintenance. The facilities are to be left in a clean, neat and orderly condition. Homeowner and resident must make sure that the door is always locked behind him/her upon leaving. Homeowners and residents are asked to notify Park Management of any condition requiring maintenance and/or repair.

15. PETS.

A. Separate Pet Agreement. If a Homeowner desires to have a pet, Homeowner must have the prior written approval of Park Management and must sign and agree to rules on the Park's separate Pet Agreement. A pet will be allowed to live with the Homeowner if it meets the requirements listed in the Park's Pet Agreement. Guest pets must abide by all rules in the Pet Agreement.

B. Pet Indemnification. Homeowner is solely liable for any injury, damage, or other loss, expense, harm, liability, claim, demand, suit and cause of

action arising from or substantially the result of the keeping or loss of control of an animal. Homeowner therefore agrees to indemnify and hold Owner, its employees, agents and representatives free and harmless from all liability, including the provision of a defense, and including all claims, demands, suits, controversies, causes of action, loss, damage, injury, expense, attorney's fees, costs and other liability of whatever kind which relates to the keeping or loss of control of an animal on the Homesite.

16. FEES.

As per the Rental Agreement, all fees chargeable to Homeowner, including but not limited to late fees, returned check fees, guest fees, and maintenance, or storage fees shall be deemed "additional rent."

17. HIRING PARK PERSONNEL.

Homeowners and residents requesting assistance from Park employees for personal matters should contact the employee directly after employee's work hours. Homeowner or resident may leave a message with Management for employee to contact them after hours. Any Homeowner or resident hiring a Park employee for personal work hereby understands that said employee is not covered by insurance by Palomar Estates East. Homeowner understands that Management does not refer its employee's for personal Homeowner work, and if Homeowner wants to hire a Park employee, they do so at their own risk.

18. INSURANCE.

The Park maintains insurance coverage for the common areas of the Park. Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome. Management is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever unless caused by willful misconduct of Management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above. It is the Homeowner's responsibility to obtain, at Homeowner's cost, any additional insurance the Homeowner deems necessary to protect his/her interest.

19. ATTORNEY'S FEES AND COSTS.

Attorney's fees and costs may be awarded pursuant to *Civil Code* §798.85 and as provided in the rental agreement. However, the prevailing party shall be not entitled to attorney's fees and costs unless such party had first, prior to the filing of any such action, sought to mediate the dispute in accordance with the mediation provisions of this agreement; this provision shall not apply to disputes arising under the MRL if such an application of this provision renders it void or unenforceable. This provision shall be interpreted consistent with the decisional law upholding mandatory mediation in residential real estate agreements and forms of the California Association of Realtors.

20. INDEMNIFICATION.

A. Park is not liable for any injury, damage, loss or expense to any person caused by Park, or by any defects in any improvements, or failure of services or amenities, or arising from any other cause, unless resulting from Park's active negligence or willful misconduct. Homeowner agrees to indemnify and hold Park free and harmless from all such injury, damage, loss, expense, including a defense. Homeowner agrees to indemnify Park for all liability, damage, injury, actions, claims, demands and expenses, including a defense resulting from Homeowner's negligent, willful, or intentional conduct, or the condition or the maintenance, or lack thereof, of the mobilehome, space, vehicle(s) or other property.

B. Homeowner does not waive any of his or her rights pursuant to *Civil Code* §798.19 and §798.25.5.

C. Release: This paragraph is intended as a full and complete release as to any and all claims resulting from the use of the Facilities, notwithstanding *Civil Code* §1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

D. Applicable Law Prevails. The undersigned further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any

portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This release shall be construed as a release allowed to the fullest extent of the law and in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940 (2011).

21. INCOME CERTIFICATION FORM

A. Covenants Consistent with Good Faith Operation of Non-Profit Ownership: The Park was purchased by a non-profit corporation and financed with tax-exempt bonds and other governmental assistance. One of the Park's obligations is to provide evidence of continuing qualification for property tax exemption and other cost saving programs. Therefore, in the mutual interest of Management and all homeowners, the following certifications will be conducted annually. Cooperation from each homeowner is mandatory.

B. Duty of Periodic Certification: All Homeowners must provide Park Management with a completed Income Certification Form, which will confirm personal income and other demographic information. Each certification form must be returned within seven (7) days of receipt. Income Certifications will not be disclosed to any third parties (i.e., to persons who are not employees or agents of the non-profit owner) unless required by Court order or other authority or legal obligation. Such certification is required annually.

22. AMENDMENTS TO RULES & REGULATIONS

A. Rules Committee: In accordance with City of San Marcos Resolution 2001-5721, the Palomar Estates East Rules and Regulations Committee is responsible for reviewing, negotiating, and approving or rejecting any amendments proposed by the Park Owner/Operator to the Park's R&Rs. The Rules and Regulations Committee may approve or reject any amendments proposed by Park Management.

B. Procedure for Disputed Amendments: In the event that the Rules and Regulations Committee rejects an amendment proposed by the Park Owner/Operator, Park Owner/Operator may submit

the proposed amendments directly to all Homeowners for a vote. If the Rules and Regulations Committee and/or the homeowners accept the proposed amendments, they may be implemented immediately following the required meeting with Homeowners and their signatures on the new rules.

C. Meetings: Park Management shall consider any proposed amendments to these R&Rs received in writing from the Palomar Estates East Rules and Regulations Committee and shall meet with the committee, and the PEERA Board when appropriate, to discuss the proposed amendments.

D. Changes to Rules and Regulations and Severability: These R&Rs may be amended as permitted by the Mobilehome Residency Law and the City of San Marcos Resolution 2001-5721 at any time and constitute impermanent conditions and covenants of tenancy. No rule and regulation may be relied on as constituting an irrevocable entitlement, privilege or right with respect to any specific or particular attribute of tenancy. Rules may always be amended or deleted. Any required changes based on the MRL will apply. None may be relied on by Homeowner as the "essence" or "heart" of the rental agreement or R&R's. If any part of these R&R's or any document referred to in them or application thereof is adjudged invalid or unenforceable, the remainder will remain enforceable to the fullest extent permitted by law.

23. PARK PERSONNEL.

A. Management Authority. Owner shall be represented by a resident manager who is to enforce the R&R's. The resident manager may not be requested to make exceptions for any Homeowners in respect to enforcement of the rental agreement, Pet Agreement, these rules and regulations, and any other documented policies. Where these rules and regulations call for advance written consent of Management, only a property supervisor may provide such consent and in such case, request for consent may be transmitted by the resident manager to a property supervisor. The resident manager may not waive rules and regulations or make exceptions inconsistent with these rules and regulations and the rental agreement.

B. Opinions of Value. The resident manager has no authority to represent or give opinions about home values, quality, utility, condition or merchantability: please consult a dealer or broker.

24. UTILITY INTERRUPTIONS.

A. Please read carefully! From time to time, the serving public utility will suffer or cause power outages to the premises. Power outages are caused by many factors.

B. Caution: Intermittent power interruptions are followed by restoration of electricity which may cause surges in electrical power. 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 utility. 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 premises. Accordingly, Homeowner has the responsibility to take the precautions set forth below.

C. Use Surge Protectors/Turn off Appliances and Equipment If Power is off: Homeowner should obtain surge protectors for the protection of their 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. In the event of disruption of utility service, turn off and unplug all computer equipment, stereo equipment, radios, appliances and other electrical equipment, except for a single light bulb, which will be the signal Homeowner's power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.

D. Report Problems: Report any defect, disruption or difficulty to the Management

immediately. In the event Homeowner experiences any electrical problems with any utilities provided, immediately contact Management so Management may investigate and respond. In the event Homeowner experiences any problems with any utilities provided by a serving utility other than the Park, contact the serving utility directly. If the problem, interruption, failure or defect was caused as a result of an act or omission by Homeowner, resident, or guest, the cost of correction shall be assumed by the person(s) who caused it. If there is a breach of the peace or other disturbance or emergency, contact the police or other appropriate public agency, then immediately contact Management.

25. HOMESITE BOUNDARIES.

The lot lines at the perimeter of the homesite were for purposes of compliance with legal requirements for construction and operation at the time the park was built. The area leased by a Homeowner includes the footprint of the mobilehome and accessory structures, and the required setbacks from the mobilehome and accessory structures. The area expected to be used and enjoyed by a Homeowner may not be represented by apparent physical boundaries or lot lines of the homesite as they existed 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 unless the homesite is demised and is SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact.

26. ENTRY UPON HOMEOWNER'S HOMESITE.

So long as Owner does not unreasonably interfere with use of the homesite, Owner may enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, inspection and picture taking of violations relating to Management's request for compliance with R&R's, reading of the meters, service of notices, maintenance of homesites, to gain access to other homesites or areas of the Park, or other improvements in order to make repairs or undertake other maintenance and to add or replace improvements. Owner may enter the mobilehome without prior written consent in the case of an emergency or where Homeowner has abandoned the mobilehome, or otherwise in accordance with the MRL.

27. NO RECORDING OF INTEREST.

Homeowner shall not record any homestead against the title to the Park property, nor allow any other lien or encumbrance to be filed against the Park property. Homeowner shall not file any lis pendens (a pending legal action, or a formal notice of pending legal action) 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'

30. PARAGRAPH HEADINGS.

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

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.

28. NO WAIVER FOR DELAY IN ENFORCEMENT, ACCEPTANCE OF RENT.

A. Forbearance from Exercise of Rights. Management may exercise any right under the terms of these R&R's as amended or modified or any other right of Management under applicable law and do so at any time after the date such right became effective, and do so retroactively to the date the right initially became effective. Any delay 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 (a legal ruling barring inconsistency, or a legal rule that prevents somebody from stating a position inconsistent with one previously stated especially when the earlier one has been relied upon) or laches (negligence or delay in doing something, especially in pursuing a legal claim); and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time it was enacted.

29. INCORPORATED DOCUMENTS.

These R&R's, the Mobilehome Residency Law, the additional documents referred to herein, and posted signs throughout the 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 homeowner, resident or 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.

The undersigned understands and agrees to the terms and conditions of these Rules and Regulations.

Space # _____

1) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____

2) Print Name of Homeowner/Registered Owner (#2): _____

Signature _____ Dated: _____

3) Print Name of Homeowner/Registered Owner (#3), **if applicable**) _____

Signature _____ Dated: _____

4) Print Name of Homeowner/Registered Owner (#4), **if applicable**) _____

Signature _____ Dated: _____