

1. INTRODUCTION

Our Rules and Regulations have been developed as a basis for good relations within Mooney Grove Manufactured Home Community (Mooney Grove). Because ours is a mobile home community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner, and applied and complied with on an impartial basis. The spirit behind these guidelines is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep park standards high and to maintain a happy and friendly atmosphere, but also to assure each resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the management. The management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. COMMUNITY STATUS

Mooney Grove is an all aged community with no minimum age requirement for residents.

3. DEFINITIONS

- A. "Park" means Mooney Grove Mobile Manufactured Home Community.
- B. "Owner" means Mooney Grove, LLC a California limited liability company, its Members, Manager, officers, employees, and agents. Employees and agents of the Owner may also hereinafter be referred to as "Park Management".
- C. "Resident" is a homeowner or other person who lawfully occupies a mobile home.
- D. "Guests" include all of Resident's agent, employees, and persons sharing the Home site pursuant to Civil Code Section 798.34 (b), (c) or (d), invitation, request or tolerance of Resident: such persons do not have the right to occupy Resident's mobile home as member of Resident's immediate family as defined by Civil Code Section 798.35.
- E. "Park facilities" means those services and facilities of the Park generally available to Resident and their Guests.
- F. "Home site" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident shall be the lesser of either (1) the lot lines as determined by a governmental approved survey or by a recorded plot plan or (2) the apparent physical boundaries of the Home site, Resident shall be responsible for the greater area as defined by this paragraph.
- G. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Park Management's approval. If Park Management's which describes the action Resident proposes to take and requests Park Management to give prior approval.

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS

- A. Residents and Guests have the right to use the Home site and Park facilities only if they comply with these Rules and Regulation and the other provisions of the Park's residency documents.
- B. Resident agrees to abide and conform with all applicable laws and ordinances all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in Residents Rental Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by owner.
- C. Park Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Residents recognize, however, that Park Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each Resident individually. Resident agrees that he is not a

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third-party beneficiary of any other agreement between Owner/Park Management and any other Resident in this Park.

- D. Resident must recognize that Park Management will not be responsible to Resident for normal, day to day disturbances that may result from the close proximity of other Residents and persons within the Park. Park Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem.
- E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner therefore shall be entitled to injunctive relief including, but limited to, restraining Resident from continuing to breach any such rules or regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.
- F. Basic Rule Applicable to all. Also, please understand that, although these Rules and Regulations cover a variety of subjects, it is impossible to deal with every conceivable act or omission which is disturbing annoying, hazardous, dangerous or offensive to others. Accordingly, the overarching requirement is that resident is required to adhere to a covenant of good faith and fair dealing including a duty to (i) behave reasonably, and consistent with the rights of Owner and others; (ii) do nothing to unreasonably or adversely affect Owner or others; and (iii) do nothing which may unreasonably endanger anyone or another persons' property. This rule and regulation as well as all of the other rules and regulations apply to all Park residents and guests.

5. PARK PERSONNEL

Owner shall be represented by Park Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Park's Owner.

6. GUESTS

- A. For any guest who stays with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period") Resident may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of the Resident (as set forth in Civil Code 798.34(b) or (c)).
- B. Before any additional person (other than the ones listed on the last page of Resident's Rental Agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person complies with the following: (1) register with Park Management; (2) complete an application for tenancy; (3) be approved by Park Management; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Park Management. However, no such person or registered Guest will have any rights of tenancy in the Park in the absence of Resident.
- C. Resident agrees to acquaint all Guests with the conditions of tenancy of the Park, including, but not limited to, the Park's Rules and Regulations. Resident is personally responsible for all the actions and conduct of Resident's Guest.
- D. Park Management reserves the right to determine whether the Park's Recreational and other facilities can accommodate all the Resident's and their Guests; therefore, Park Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.
- E. A Guest is permitted to use the recreational facilities only while accompanied by a resident.

- F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobile home without Park Management's consent.

7. MOBILE HOMES

A. Mobile Homes: To insure architectural compatibility, construction and installation standards, all incoming mobile homes must be in good condition, must be approved by Park Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's mobile home (as well as all appliances and additional equipment used on or at the home site) is compatible with the electric service of the Park.

B. MOBILE HOME SIZES

All mobile home in the Park shall conform in size to the requirements of the Home site on which they are placed as established by Park Management. Placement of mobile homes shall be determined by Park Management.

C. MOBILE HOME OCCUPANCY

The number of occupants of a mobile home shall be limited to two (2) persons per the number of bedrooms present in the mobile home at the time of manufacture, plus (1) additional occupant. A bedroom is defined as a living space which is designed for sleeping and which has closet space, but does not have plumbing.

D. ACCESSORY EQUIPMENT AND STRUCTURES

The installation of all appliances, accessory equipment and structures on incoming mobile homes by Resident shall be completed within sixty (60) days of the date Resident signs the Park's Rental Agreement or first occupies the mobile home, whichever is earlier.

1. Building permits, licenses and other similar permission from government or quasi-government bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.
2. Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is connected to gas, electric or water supply? Resident shall submit for Park Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plot plan must include, but may not be limited to, dimensions of mobile home, placement of mobile home on the Home site, and proposed placement of accessory equipment in relation to lot lines and all other structures.
3. Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Residents Home site. No 'home made' structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.
4. Any accessory equipment or structure not in compliance with the Park's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.
5. If Resident does repair or replace Resident's mobile home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming mobile homes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval.
6. Resident is cautioned that there are mobile homes and Home sites in the Park which contain accessory equipment and structures which no longer conform to present Park standards and regulations; therefore, Resident may not assume Resident's plans will be approved because

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the plans conform to accessory equipment and structures existing on other Mobile homes or Home sites.

7. **Electrical Appliances:** Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and major appliance must be approved by the by Park Management prior to installation. Park Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility systems of the Park. No water softener which discharges in the Park's sewer system.
8. **Sewer System:** DUE TO THE LIMITED CAPACITY OF THE PARK'S SEWER SYSTEM, RESIDENT MUST RECEIVE PRIOR APPROVAL BEFORE INSTALING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISWASHER. TO INSURE ACCEPTABLE LOADS TO THE SEWER SYSTEM, RESIDENTS APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.
9. **Air Conditioners:** Any air conditioner (including window a/c's and coolers) installed in a mobile home must be in good condition and must not make excessive noise that will be disturbing to any Resident. Condensation accumulation from any air conditioner must be piped away from the mobile home and not be allowed to fall onto the ground beneath the mobile home.
10. **Porches and Patios:** Porches and Patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of an approved material matching the exterior material of the mobile home. Porches shall be a minimum size as determined by Park Management, unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material. All steps must be of good manufactured quality and side faced to match the mobile homes exterior. Steps must have approved handrails, as required by law. The temporary steps provided by the mobile home dealer must be removed from the Home Site no later than sixty (60) days from the date the mobile home is moved into the Park.
11. **Sunshades, Windscreens and Privacy Screens:** Roll-up, aluminum wind screens are permitted on Resident's Home site with prior written approval of Park Management; however temporary, roll up type sun shades (such as, plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed. Shrubbery may also b used for windbreaks or for privacy.
12. **Siding:** All mobile homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Park Management.
13. **Carports:** Resident is required to have a carport which extends forty feet in length from the front of the mobile home. And in width, from the mobile home to the opposite edge of the driveway.
14. **Skirting and Awnings:** Skirting and Awnings are required on all mobile homes. Any textured material and color must be coordinated with the mobile home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Skirting may be of Masonite or other approved material, which matches the siding of the mobile home.
15. **Fascias and Flashing:** All mobile homes shall have fascia (unitizing) that blend with the roofing and sliding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobile home and the awnings. This fascia shall be installed completely around the perimeter of the mobile home. Where the mobile home is joined at the roof the fascia shall be of the same material as the roof.
16. **Roofing:** All roofing materials on carports and storage sheds, as well as replacement roofs on mobile homes, must be non-glare aluminum, composition asphalt shingles or tile.

17. Rain Gutters: Resident mobilehomes must be fitted with rain gutters and down spouts, which extend to the ground and drain water to the street.
18. Earthquake Bracing: If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health and Safety Code and Title 25 of the California Code of Regulations.
19. Exterior Storage Building: Resident may install up to two (2) storage buildings, which shall not exceed a combined floor area of one hundred square feet (100 sq. ft.). Park management must approve the type of storage building and where the storage building(s) will be placed.
20. Fences: No fences may be installed upon Resident's Home site without prior written approval from Park Management.
21. Antennas and Satellite Dishes: Resident must abide by the following standards. The installation of any exterior satellite dish must not be visible from the street or common areas of the Park.
 - (a) Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39") or less will be permitted. Any permitted satellite dish must not be visible from the streets or common areas of the Park.
 - (b) Any installed satellite dish must be properly maintained.
 - (c) An installer (including Resident) of a satellite dish must indemnify and/or reimburse the Park for loss or damage caused by the installation, maintenance or use of Resident's satellite dish.
 - (d) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than six feet (6') above the highest point on Resident's mobilehome. Any antenna or reception devise must be properly installed and secured to comply with all laws, codes and manufacture instructions.
 - (e) Other than for television, all other antennas, (including but not limited to, ham radio, and CB antennas) are not permitted in the Park.
 - (f) Cable television service as well as satellite is available through local service provider.
22. Flagpoles: No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or les and are designed to be mounted on the front of the mobilehome, are allowed.
23. Spas: No spa pool may be installed on the Home site without prior submission of a plan and approval by Park Management. Manufacturer specifications must be followed, and locking cover must be in place when the spa is in use.

E. SPECIAL STANDARDS

In order to maintain the aesthetic beauty of the Park, Park Management retains the right to impose additional standards on those Residents who have corner Home sites or Home sites in unique locations.

8. LANDSCAPING

- A. Landscaping of un-landscaped Home sites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Park's Rental Agreement or first occupies the mobilehome, whichever is earlier.
- B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Park Management for approval.
 1. All changes made by Residents already residing in the Park must be completed within sixty (60) of approval.

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2. Any landscaping which has been installed by Resident without Park Management approval and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.
 3. Resident is cautioned that there are Home sites within the Park which may have landscaping which no longer conforms with present Park standards and regulations. Therefore, Resident may not assume Resident's Plans will conform to existing landscaping.
- C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:
1. Only live plants may be used.
 2. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Residents is encouraged to install and maintain same.
 3. Resident shall not, unless authorization is given by Park Management, remove any plants upon Resident vacating the Park.
 4. Park Management expressly prohibits the use of any manures or odorous chemical fertilizers.
 5. Waterfalls, statuary and other forms of décor will be permitted only with Park Management's approval.
 6. Some form of planted ground cover, acceptable by Park Management, is required.
 7. Decorative rock, no larger than $\frac{3}{4}$ inch, with an underlining of black plastic for weed control may be used by the Resident. All decorative rock must be washed frequently and additional rock added as necessary, to ensure that there is sufficient rock at all times to adequately cover the area.
 8. No large trees and tall plantings are permitted. However, a small tree may be planted on Resident's home site only with prior written approval of Park management. Park Management retains the option to determine the location of and the type of tree which may be planted.
 9. In no event may any tree be planted within six feet (6') of any lot line or be planted in the vicinity of any underground utility system.
 10. No plant, tree or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.
 11. Small vegetable or fruit gardens not to exceed one hundred square feet (100 sq. ft.) are permitted in the rear of the Home site providing it is out view from the Parks streets. Resident must contact Park Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.
 12. To avoid damage to underground utilities, Resident must have Park Managements consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident.
 13. The existing drainage pattern and grading of the Home site may not change without Park Management's consent. Resident is responsible for insuring that water drains away from Resident's mobile home into the street, but not onto the other Homesties or common areas. Resident may be required to correct improper drainage at Resident's expense, including but not limited to, re-leveling or otherwise adjusting Resident's mobilehome or repairing and/or replacing any improvements.
- D. All landscaping, including, but not limited to, shrubs, vines, bushes, and lawns, shall well maintained. Such maintenance shall include, but not limited to:
1. The frequent, at least once each week, mowing of any lawns.
 2. Homesite shall be kept free of weeds and debris at all times.
 3. The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevent such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobilehome or awning. In no event shall Resident's landscaping be Allowed to over-hang onto another Resident's Homesite or any common area of the Park, to

- exceed the height of the Resident's Mobilehome, or to obscure the vision of persons driving in the Park.
4. Resident shall be responsible for the maintenance of any tree located on Resident's Home site, unless Resident has given written notice to Park Management (or unless Park Management has determined) that the tree poses a specific hazard or health and safety violation; upon such determination, Park Management shall only be responsible for the pruning, trimming and/or removal of such tree.
 5. Resident will not trim trees or shrubs on Park property other than on his or her Home site without Park Management's written consent.
 6. When vacating or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the Homesite.
 7. Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must not be permitted to overflow into Park's streets or onto the yards of neighboring residents.

GENERAL MAINTENANCE OF HOMESITE

- A. Storage: Storage of anything beneath, behind, or on the outside of the Mobilehome is prohibited. This includes, but not limited to, storage of Boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans, Indoor furniture, swing set, or portable basketball games.
- (1) Only outdoor furniture, barbecues, and bicycles, all property maintained and in operable condition, may be used on the patio, porch, yard or other portions of the Homesite.
 - (2) No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobile home at anytime.
- B. Maintenance and Appearance of Homesite: Resident shall at all times Maintain Resident's mobilehome and Homesite in a clean and sanitary Condition, and shall cause all rubbish and other debris to be removed from Resident's mobilehome and Homesite on a regular basis. Resident is financially responsible to maintain, repair as replace (as necessary) Resident's mobilehome and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all time. Resident's obligation applies, without limitation, to the following: Resident's mobilehome; all accessory equipment and structures; Walkways; plantings; carports; any banks or slopes located on Resident's Homesite; any utility connecting lines from the meter or utility pedestal To Resident's mobilehome.
- (1) Exterior Painting: The exterior paint on Resident's mobilehome, Accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not limited to, the repainting of The exterior whenever the paint begins to fade, peel, flake, chip or Deteriorate in any other manner that detract from the aesthetic beauty Of the Park. Written approval must be obtained from Park Management prior to any painting. Any change in color require Advance approval of Park Management.
 - (2) Concrete: All concrete, asphalt and other surfaces shall be kept clean And maintained free of oil and all other sticky or oily substances.
 - (3) Driveway and Street area: Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Park. Residents shall keep the street area in front of their Homesite Free from debris.
 - (4) Damage: If any portion of the exterior of the mobilehome or its Accessory equipment, structures, or appliance or the Homesite are Damaged, the damage must be repaired or replaced within thirty (30) Days. This includes, but not limited to, damage to the siding, awning, Down spouts, skirting, porch or storage shed. If Resident's Mobilehome has not been repaired, reconstructed, or restored within a

Reasonable amount of time, after work has been commenced on it, then Resident shall remove the mobilehome from the Park at Resident's Expense. Upon such removal, Resident shall continue to be bound to Perform all of Resident's obligations under the Rental Agreement, Unless Resident is vacating the tenancy.

- C. Hazardous Substances: Anything which creates a threat to health and Safety shall not be permitted on the Home site.
- (1) For the purpose of this provision, "hazardous substance" refers to To any flammable, combustible, explosive or toxic fluid, material, Or substance (including, but not limited to, paint, motor oil and other Vehicle fluids, herbicides, insecticides, poisons, chemicals or other Toxic materials)
 - (2) No hazardous substances may be stored on the Homesite, except Those customarily used for normal household purposes (and then only In quantities reasonably necessary for normal household purposes Which shall be properly stored within the mobilehome and/or storage? Building).
 - (3) In the event Resident stores or disposes of hazardous substances under Or about Resident's Homesite, or elsewhere in Park, Resident shall Immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous Substances within ten (10) days after Park Management gives Resident Written notice to remove the hazardous substances, the actual cost of Such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Park against (and hold Park harmless From) any loss, liability, damage or expense, including, without Limitation, reasonable attorneys' fees, which (either directly or Indirectly) Park may incur or suffer by reason of the storage or Disposal by Resident of any hazardous substances on or under Resident's Homesite in the Park or any other areas of the Park.
- D. Utility Pedestals: The utility pedestal (water and utility hookups) Must be accessible at all times. Resident shall not connect, except Through existing electrical or natural gas outlets or water pipes on The Homesite, any apparatus or device for the purpose of using electric Current, natural gas or water.
- E. Licenses and Fees: Any fee, tax or registration charge for Resident's Mobilehome for any county, state or federal agency must be paid by Resident. Resident shall provide to Park Management, on three (3) Days' written notice, a copy of the registration card issued by the Department for the mobilehome occupying the Resident's Homesite.
- F. Exterior Lighting: Any light bulb used on the exterior of Resident's Mobilehome may only be a maximum of 60 watts and must be aimed Only to portions of Resident's Homesite, but not to any other Resident's Homesite or mobilehome. Only UAL approved Christmas lights and Decorations shall be used on Resident's Homesite. Any decoration and/ or lights and decorations shall be used on Resident's Homesite. Any Decoration and/or lights used on the outside of Resident's mobilehome Must be UAL approved and are subject to Park Management approval. Christmas lights and decorations may be displayed only after Thanksgiving, but no later than mid-January; in no event may Christmas Lighting and decorations be left up any other time of the year.

- G. Mailboxes: A mailbox is located on Resident's Homesite, and it shall be Park's Management's responsibility to maintain the mailbox, except when Damage to the mailbox is not due to normal wear and tear.
- H. Garbage and Trash Disposal: Garbage must be wrapped and, with other Refuse, must be placed trash bags and kept behind the driveway steps.
 - (1) Sanitary and health laws must be obeyed at all times.
 - (2) Combustible, noxious, or hazardous materials should be removed From the Park and not placed in Resident's containers.
 - (3) All garbage and refuse must be stored in garbage containers with Tight fitting lids.
 - (4) Bringing trash from outside the Park to dump in Resident's trash Containers is not permitted.
 - (5) Trash will be picked up periodically by the locals refuse hauler. A maximum of two (2) approved containers may be placed at Resident's curbside; no materials may be left outside of the two (2) Approved containers per Homesite. Empty trash containers Must be promptly removed from the street no later than end of the Trash pickup day and stored behind the driveway steps.
 - (6) Household trash, construction materials, furniture and/or Appliances are not to be put in Park Dumpsters. Residents must Make arrangements for disposal of this material at their own Expense.

8. ADVERTISEMENTS:

- I. All exterior advertising flags, including, but limited to, for sale signs, Open house signs and garage sale signs are prohibited. However, Resident may place a sign in the window of the mobilehome, on the side Of the mobilehome or on front of the mobilehome facing the street stating That the mobilehome is for sale or exchange. Such sign shall not exceed The dimensions permitted by the Mobilehome Residency Law; such sign Shall state only the name, address and telephone number of the owner of? The mobilehome or Resident's agent.
- J. The Park bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items.
- K. "Patio sales", "moving sales", "estate sales", and "yard sales" are Expressly prohibited.

9. ENTRY UPON RESIDENT'S HOMESITE:

Park Management shall have the right of entry upon the Homesite for maintenance Of utilities, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a Time which would interfere with the occupant's quiet enjoyment. Park Management Enter a mobilehome without the prior written consent of Resident in the case of an Emergency or when Resident has abandoned the mobilehome.

10. RECREATIONAL FACILITIES:

- L. Recreational facilities are provided for the exclusive use of Residents and Their accompanied Guest.
- M. Hours for the recreational facilities and additional rules and regulations Governing the use of the recreational facilities in and about the facilities Are incorporated into these Rules and Regulations by reference.
- N. No drinking of alcoholic beverage is allowed in or around the recreation area Or building. No glassware or soft drink bottles may be taken into the Recreation areas.
- O. No gambling will be permitted at any time. However, bingo is allowed if Organized by the Park's Residents' Committee, written approval is given by

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Park Management, and if bingo games are conducted in compliance with Applicable law.

- P. Persons in swimming suits or trunk, wet or dry, will not be allowed in the Clubhouse. Residents must wear a shirt or jacket at all times in the clubhouse And other Park buildings. Footwear must be worn in all Park buildings.
- Q. Smoking is not permitted in the clubhouse and other enclosed areas of the Park's common facilities.
- R. No one may put their feet against the wall, windows or tables within the Recreational areas.
- S. Screaming, running, horseplay and loud noises are not allowed in the Recreational areas.
- T. Recreational facilities and swimming pool rules may be changed or revised Upon sixty (60) days' notice to Resident.
- U. For protection of desk furniture, please place towels over chairs when using Suntan oil, cream, or lotions. No person may enter the swimming pools with Suntan oil or suntan products on his/her body.
- V. No one with a skin disease or open wound will be permitted in any of the pools.
- W. Shoes or sandals must be worn to and from the pool area.
- X. Park Management reserves the right to limit the use of the pool at any time and to restrict use of the pools by anyone. Residents are responsible for the conduct of their Guests.
- Y. No glass containers or food of any kind are permitted in the pool areas.
- Z. Pool hours and additional pool rules are posted in the pool area and are Incorporated herein by this reference.
- P. No one under the age of sixteen can use the clubhouse amenities without an adult present.

11. REST ROOMS:

- AA. Rest room is provided for the exclusive use of Residents and their accompanied Guests when using the clubhouse or swimming pool. At all other times, Residents are to use the bathroom(s) located in Resident mobilehome.
- BB. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.
- CC. Rest rooms are provided for the exclusive use of Residents and their accompanied Guests when using the clubhouse or swimming pool. At all other times, Resident is to use the bathroom(s) located in Residents mobilehome.

12. LAUNDRY FACILITES:

- DD. The laundry facilities are provided for the exclusive use of Residents of the Park.
- EE. Laundry hours are posted. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.
- FF. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left clean, neat and in orderly condition. Pet laundry may not be done in the washers.
- GG. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

13. PARKING:

- HH. Only "permitted vehicles", up to a total of two (2) may be parked on Resident's Homesite, and all Resident's vehicles defined as "other vehicles" Or in excess of two (2) in numbers must be parked outside of the Park. The Parking of more than two (2) vehicles require special written permission of Park Management. Any vehicle parked in Resident driveway may not extend Beyond the front of the Resident's mobilehome.
 - (1) Only "permitted vehicles" specifically include sports cars, coupes, sedans, Vans, station wagons, pickup trucks, under one (1) ton, or sport utility

MOONEY GROVE, PARK RULES AND REGULATIONS

Vehicles. Not included as permitted vehicles are "other vehicles" such as Campers, buses, trucks and other commercial vehicle of every kind and Description, boats, trailers (except the mobilehome occupied by Resident), "RV's," dune buggies, motor scooter, mini bikes, mopeds and other two And three wheeled motorized or self-propelled transportation.

- (2) A pickup or van may not, without Park Management's consent, be Substituted for one of the two permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent mobile homes.
 - (3) Notwithstanding anything contained herein to the contrary, one (1) Motorcycle may be parked on Resident's Homesite if used by Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations Relating to motorcycles.
- II. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading for a period not to exceed fifteen (15) minutes, and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery person, health care personnel or Park employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided.
- JJ. Vehicles parked on Resident's Homesite may only be parked on the driveway. and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Home sites.
- KK. Guests may only park in designated guest parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion and noise, Park Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park.
- LL. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for Guests without Park Management's approval.
- MM. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner.
- NN. Sleeping in vehicles is prohibited.
- OO. No automobile may be "stored" on the Home site. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.
- PP. No permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not limited to, parking for a period exceeding 24 hours or parking on the Homesite or street more than 5 times in any one month, except for short periods (1 hour) for loading and unloading.

QQ. RVs, fifth wheels, travel trailers, boats and campers are not allowed in the park.
Park Management may impose additional fees for any of these vehicles in the park.

14. MOTOR VEHICLE AND BICYCLES:

- RR. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately.
- SS. No maintenance, repair or other work of any vehicle, boat or trailer (other than the mobilehome Resident resides in) may be done on the Homesite without Park Management's consent. This includes, but is not limited to, the changing of oil.
- TT. Vehicles may be washed on tenant's property only.
- UU. For the safety of Park Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.
- VV. Pedestrians, electric carts and bicycles shall be given the right-of-way.
- WW. No vehicle may be operated in the Park by any person who is not properly licensed.
- XX. All vehicles operated within the Park must be registered and licensed for street usage.
- YY. Excessively noisy vehicles are not permitted in the Park.
- ZZ. Motorcycles, motor scooters, mini bikes, mopeds or other two and three-wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Resident's home and may not otherwise be driven on any other street in the Park.
All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices.
Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.
- AAA. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant home sites, or any other paved areas. Bicycles must obey the same traffic regulations as cars.
- BBB. All children on bicycles under the age of ten years old must be supervised by an adult.
- CCC. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.
- DDD. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. Vehicles not compliant with this neat and clean appearance requirement include, but are limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.

15. CONDUCT

- EEE. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but not limited to, any unusual, disturbing excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their Guests.
- FFF. Radios, televisions, CD players, musical instruments and other devices must be used so as not to create a disturbance in the Park.
- GGG. Residents and their Guests shall not encroach or trespass on any other Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. All Park property which is not for the use of Residents and their Guests, including, but not limited to gas, electric, water and sewer connections, and other equipment connected with utility services and tools and equipment of Park Management shall not be used, tampered with, or interfered with in any way by Resident or their Guests.
- HHH. Residents and their Guest must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Residents must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations.

- III. The use of baseballs, footballs, or other flying objects within the Park is prohibited.
- JJJ. All basketball hoops must be kept on the residents' property, there shall be no playing ball in the street, and basketball shall only be played between the hours of 10:00AM and 7:00PM or dusk.
- KKK. Except for barbecues approved for use by Park Management or fireplaces and other appliances installed in Resident's mobilehome, no fires are permitted.
- LLL. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Park Management in violation of any law or ordinance.
- MMM. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's mobilehome and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall include, but not limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.
- NNN. The mobilehome and Homesite shall be used only for private residential purpose and no business commercial or business activity, including, but not limited to, the following.
- (1) Any activity requiring the issuance of a business license or permit by any governmental agency.
 - (2) The leasing, subleasing, sale or exchange of mobile homes.

16. PETS:

- OOO. Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to health and safety of Residents of the Park. No more than two (2) pet is allowed per mobilehome. No more than one (1) dog or cat is permitted; in addition, Resident may keep a maximum of two (2) birds and/or (1) aquarium.
- (1) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty-five pounds (25 lbs.) in weight or fifteen inches (15") in height when measured at shoulders in a standing position) are permitted. Pit bulls, Chow Chows, Rottweiler's, Doberman Pinchers and other aggressive dog breeds are expressly prohibited.
 - (2) Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
 - (3) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.
 - (4) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.
 - (5) If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.
- PPP. The following rules must be strictly followed by all pet owners:
- (1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
 - (2) Pets must be on a leash when not inside the mobilehome.
 - (3) Any pet running loose in the Park will be taken to Animal Control. Recurring

violations of this rule will lead to the loss of the privilege to maintain a pet.

- (4) Pets will not be allowed in the clubhouse or any recreational area at any time, service dogs as defined by Civil Code Section 54.1 excepted.
- (5) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting, or any other unusual noises or damages. Under no circumstances is a pet to invade the privacy of anyone's Homesite, flower beds, shrubs, etc.
- (6) Pets are permitted to be walked in the Park as long as they are leashed. Any mess created by the pet must be removed or cleaned.
- (7) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure.
- (8) Guests are not permitted to bring any pet into the Park.
- (9) Feeding of stray cats and other animals is prohibited.
- (10) The tying up of pets outside the mobilehome is prohibited.
- (11) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

17. ZONING AND CONDITIONAL USE PERMIT INFORMATION:

QQQ. The nature of the zoning under which the Park operates is as follows: R-1-6 (Single Family Residential) with provisions for use as a mobilehome park.

RRR. The date of expiration or renewal of any conditional use or other permit required to operate the Park which are subject to expiration or renewal is as follows: The Park is not subject to the expiration or renewal of a Conditional Use Permit.

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

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

18. RENTING, SUBLETTING OR ASSIGNMENT.

Resident shall not sublease, rent or assign Resident's mobilehome, the Homesite or any rights or interest that Resident may have under Resident's Rental Agreement. Should the law change such that the Park is required to permit subletting, Park Management may place such restrictions upon subletting as are permitted by law. Park Management may increase the rent charged to Resident as permitted by law, and may unilaterally amend these Rules and Regulations or Resident's Rental Agreement to include provisions regarding subletting.

19. FIXTURES.

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Park Management may however at its sole option permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the Homesite caused by the removal,

including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

20. SOLICITATION.

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Park Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

21. PARK OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact Park Management after normal business hours. The Park's office phone is for business and emergency use only.

- A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
- B. All community business is conducted during posted office hours.
- C. Resident shall not request Park personnel to perform jobs for Resident, nor shall Resident give instruction to maintenance personnel. All repair or maintenance requests shall be submitted in writing to Park Management.

22. REVISIONS OF RULES AND REGULATIONS.

UUU. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.

VVV. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

23. PARAGRAPH HEADINGS.

The heading and titles of the paragraphs within these Rule and Regulations are included for purpose of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

MOONEY GROVE:

Signature: _____

Date: _____

READ AND ACCEPTED:

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____