



COMMUNITY

CYPRESS ESTATES

Office: 3330 E Main St., Mesa, AZ 85213, (480) 830-3001

RULES AND REGULATIONS – DATED 12/23/19

It is the sincere desire of Owner to ensure that Cypress Estates (the "Community") is a pleasant place to live. It is for this reason that Owner has adopted the following rules to benefit all the Community Residents. Most of the rules deal with common sense courtesy. Some are necessary to comply with the law. All require the cooperation of Residents for compliance and fair enforcement. All references in these Rules to the Owner's prior approval of any item or request require prior *written* approval by the Owner.

1. APPLICATION/REGISTRATION. All potential tenants and/or occupants of the Community must submit a Community-provided application for residency for approval, must meet the Community's adopted age-related, income, credit, and criminal background screening criteria to qualify for residency, and must pay any required application fees, which are non-refundable. Failure to receive Management's prior written approval before moving onto a space in the Community may result in Management unconditionally refusing residency, and any such persons who move into the Community will be considered trespassers.

A. Age 55+ Community. In accordance with the Federal Housing for Older Persons Act of 1995 ("HOPA"), the Community is intended to be and is operated as "housing for older persons." Under HOPA, "older persons" are persons fifty-five (55) years of age or older. The Community complies with HOPA. Each occupied home site within the Community must be occupied by at least one person fifty-five (55) years of age or older (with certain exceptions as allowed by HOPA). In addition, all other residents of the Community must be at least 40 years old. All prospective residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age, such as valid driver's license or other government-issued identification, birth certificate, or passport. Under HOPA, Community management may, in its sole discretion, make certain exceptions to the foregoing provisions as permitted by HOPA.

B. Written Documentation Required. Upon meeting all qualifications, all tenants must sign a rental agreement and all required addenda before residing in the Community. All approved occupants of a space must be added to the rental agreement as an occupant before they may reside in the Community. Only registered, approved tenants, who have signed a rental agreement with the Community and any required addenda, and registered, approved occupants may occupy a home in the Community. Additionally, this Community's practice is to maintain current, updated rental documentation. Therefore, at expiration of any Rental Agreement, Community Management reserves the right to require that a new written Rental Agreement be executed, at which time Tenant must sign a new, updated written Rental Agreement with the Community.

C. Proposed Caregivers. Any proposed live-in caregiver for a disabled resident must apply for occupancy in the Community, must undergo the Community's criminal background screening process, and must be approved to reside in the Community before moving into any Tenant's home. Additionally, the Tenant and caregiver must submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the Tenant and the caregiver must sign a Caregiver Addendum with the Community before the proposed caregiver may reside in the Community.

D. Payment of Rent. All rents are payable in advance, on or before the 1st day of each month. Late charges for delinquent rents are provided for in your rental agreement. All rents are payable at the management office. Use of the after-hours drop-box is at the Tenant's own and sole risk.

2. RENTAL RATES/EXTRA PERSON FEES. Basic rental rates are for one or two adults. Extra person fees (for any adults residing on the space in excess of two) are set forth in your Rental Agreement. All overnight guests must be registered at the office on the day of arrival. Guests may be allowed use of all Community facilities only when accompanied by the tenant. The tenant will be responsible for the conduct and supervision of the tenant's guests at all times.

3. NO RENT REFUNDS. No rent refunds will be made.

4. OCCUPANCY LIMITATIONS. Occupancy in the Community is limited. No more than two (2) persons per bedroom, plus one (1) additional person per home, may regularly occupy the home. For purposes of this restriction, a "Bedroom" is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a den, family room, living room, or other room that has been converted into a bedroom.

5. PROOF OF OWNERSHIP OF HOME. Tenant shall provide management, prior to entering into the Rental Agreement, a current copy of the title or other sufficient evidence of ownership, which indicates legal owner, any lienholder(s) and serial or identification number(s) to Tenant's mobile home. Tenant must also provide Landlord with a copy of the title to Tenant's home promptly upon the Community manager's request.

6. TRESPASSING. Tenants, members of their households, or guests are not allowed to play, enter, or cut across any lots/spaces (occupied or vacant) for which they do not have permission. Entering other tenants' spaces without prior permission of that tenant is prohibited.

7. TAMPERING WITH COMMUNITY UTILITIES/DAMAGE TO COMMUNITY PROPERTY. Tenants are not permitted to alter, tamper with or repair any Community gas, water, sewer, television or telephone facilities, service connections or equipment. Contact management if you have a problem. Any damage or vandalism to Community common areas or property is grounds for termination of tenancy, and tenants will be responsible for paying the cost to repair any such damage or vandalism as additional rent and/or such amounts may be sought by the Community in an action against the Tenant for damages, or in any eviction action.

8. ANCHORING. In order to protect your mobile home from wind damage, as well as the homes of your neighbors, all homes must be properly anchored with adequate "tie downs." Compliance with local ordinances is also required.

9. HITCH. The hitch must be removed at the time of set-up.

10. SKIRTING. The mobile home must be skirted and the skirting must be painted within thirty (30) days after the mobile home has entered the Community. Structural improvements must be skirted at the time of their construction. The materials and construction methods used for the skirting are subject to prior written Owner approval. Skirting material shall consist of wood siding, CDX plywood trimmed with batting and painted, vertical metal, or other material specifically approved by Owner. Chipboard is specifically prohibited. Skirting must remain in good repair at all times and be painted as necessary to maintain a neat, clean, and attractive appearance. Prior written approval must be obtained of all paint color choices. Compliance with local ordinances is also required.

11. DECKS, PORCHES, STEPS. All mobile homes entering The Community are allowed one (1) set of temporary steps. If a mobile home is on a Lot where the main entrance and the front of the home both face the street, as in a corner Lot, then both of these entrances must have a permanent deck, porch or step constructed. Also, if there is more than one door on the main entrance side, then all entrances must have a permanent deck, porch or step constructed. The building material and design must be pre-approved by Owner, in writing. A Resident will have three (3) months from the time the home is moved into the Community to complete their decks, porches, and steps. All decks, porches, and steps must remain in good repair and be painted or stained as necessary in a color pre-approved, in writing, by the Owner. A Resident must comply with all city ordinances and building codes regarding railings and steps.

12. WALKWAYS. A Resident will have three (3) months from the time the home is moved into the Community to complete permanent walkways. Several design options are acceptable (i.e. stepping stones, poured cement, wood constructed). Pallets are specifically prohibited. Walkways must be pre-approved by Owner, in writing, prior to completion and remain in good repair. A drawing and description of the materials to be used must be provided to the Owner with the request for approval.

13. FENCES. There shall be no fences constructed to confine pets or to completely enclose a yard. Chainlink is specifically prohibited. No fence may be installed without Owner's prior written approval. A drawing and written description of materials to be used must be provided to Community management at the time that approval is sought. Fences must be kept in good repair and condition, and painted or stained as necessary in a paint color pre-approved by Owner. Fences shall be in acceptable condition and appearance to Owner within Owner's sole discretion. Fences which are or become unacceptable shall be removed.

14. SHEDS. All sheds must be pre-approved by Owner in writing prior to moving any shed onto a rental Lot. Owner strongly recommends wood sheds, although other types of sheds may be allowed upon prior written Owner approval. If a shed's condition becomes damaged or beyond the ability to be improved to Owner's approval in Owner's sole discretion, Owner reserves the right to require Resident to remove or replace the shed upon notification. All sheds must have prior written Owner approval as to placement on rental Lot, height, size, and materials to be used. No sheds to be placed at the front of the Lots. Sheds must match the home as close as possible. Paint colors for sheds must be pre-approved by Owner in writing and must be compatible with the home. Each Lot is limited to one shed with prior written approval of Owner. The shed may be no larger than 10' X 12' and no taller than 8 feet.

15. UTILITIES. Resident is responsible for the proper installation and maintenance of utility connections from the Lot outlets provided by Landlord to and including Resident's home. Pipes must be insulated to prevent damage from freezing during winter months. No running of water to prevent the freezing of pipes will be allowed. Caution should be exercised so as to keep the branch sewer line clean.

Maintaining water and sewage from the connection point at the main to the home is the responsibility of Resident, subject to the provisions of A.R.S. § 41-4006(E).

Resident must consult with Owner and utility service companies where necessary, before penetrating the ground, because of the danger from underground utility installations. Resident is responsible for any damage caused by the failure to get the written permission of Owner to dig in a certain area. Digging in the Community is prohibited without the prior written approval of the Owner.

16. GENERAL RULE OF CONDUCT. The welfare of Residents of The Community requires that at all times there be consideration of your neighbor. Loud parties, excessive volume of radios, televisions, or musical instruments, or any other excessive noise, will not be allowed. Tenants may not disturb the quiet enjoyment of the Community by other tenants, residents, and guests, or by Community Management.

Tenants are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Community. Offensive or inappropriate conduct towards anyone, and/or harassment of anyone, including but not limited to other tenants, occupants, guests,

visitors, invitees, or Community management, employees, vendors, or staff, will not be tolerated and is grounds for termination of tenancy. Tenants, their occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards Community management, vendors, or staff. Tenants and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Community.

Conduct which violates a governmental law that protects the health or safety of other mobile home Residents, or which interferes with the quiet enjoyment of the other Residents of The Community, or which Owner finds objectionable under the rules of The Community, is prohibited and **may constitute grounds for eviction**.

17. SPECIFIC BEHAVIOR PROHIBITED. No unreasonable noise of any kind that may be a disturbance to others will be tolerated. No guns are to be shot within or towards The Community. This includes but is not limited to BB guns, air rifles, and pellet guns. Alcoholic beverages may not be consumed in the common areas of The Community without the prior written permission of Owner. Any public drunkenness or other immoral conduct in public is prohibited. Trespassing onto another Resident's rental Lot is prohibited. No open fires are allowed within The Community, though charcoal grills will not constitute an open fire if used for cooking purposes.

18. USE AND MAINTENANCE OF HOME/NO BUSINESS. To be admitted or allowed to remain in The Community, every Resident must use the home only as a Residential dwelling unit, maintain the appearance and good repair of the mobile home, and comply with all applicable building and health codes. The home, space, and all improvements must reflect a clean, attractive, and well-kept appearance at all times. Tenant shall maintain all accessories, equipment, structures, and appliances attached to the space or home or placed thereon in good condition and repair. This obligation includes but is not limited to the replacement of any such items that are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably in need of repainting. Tenant must obtain written color approval from Community management prior to re-painting of mobile home and/or any accessories, equipment, structures, or appliances on the space. The following conditions (by way of example and not limitation) are not permissible and must promptly be corrected: (1) broken or cracked glass doors or windows; (2) visible or unsightly dents; (3) bent or dented awning or carport support posts or porch railings; (4) visible and unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces; (5) utility connections that leak, are unsafe, impede yard maintenance, and/or violate any health or safety codes or regulations; (6) exterior carpet that is torn, dirty, or loose; (7) generally dirty appearance of the home (i.e., the home needs to be washed).

The Community, its name, and/or its address must not be used for the purpose of advertisements of any kind or for the sale of merchandise. No private business may be conducted in the Community. This includes but is not limited to babysitting, whether or not a fee is charged. No door-to-door solicitations of any kind are permitted. While meetings at tenant spaces are not affected by this rule, a solicitation by one tenant without prior invitation of another tenant is prohibited by this rule. If you are solicited in the Community, please notify the office at once. Carport sales (yard sales) conducted by tenants are permitted only to dispose of personal property of residents on a non-commercial basis, and only with prior written approval of the manager. Carport sales are limited to two (2) sales per home site in a 12-month period (with prior written approval of management).

19. MAINTENANCE OF RENTAL LOT. The maintenance of common areas within The Community is the responsibility of Owner. However, Resident is responsible for keeping the rental Lot neat and clean. The use or storage of anything around or under the home that creates an eyesore or a health hazard is prohibited. Each mobile home space must be attractively landscaped and well-maintained on all sides. Resident is responsible for lawn care, including but not limited to weed control, on the rental Lot. Tree plantings and other landscaping, done by Resident, exclusive of normal yard care, require Owner approval. Such landscaping and fences become part of the rental Lot and shall remain as the property of The Community at the termination of occupancy, unless written permission for removal is given by Owner. If grass exceeds 4-5 inches Owner reserves the right to serve a notice and, if not complied with after ten (10) days, to enter tenant's space and mow and trim as necessary and Resident will be charged the actual or reasonable cost of the work as additional rent. Contractual maintenance care by Owner may be separately arranged.

20. CONDITION OF LOT. Standard patio furniture (designed for outdoor use), one or two bicycles, one barbecue and one or two pre-approved storage sheds, all of which must be maintained in a neat and clean condition, are the only items permitted to be stored outside the mobile home. Tenants shall maintain their space in a clean and orderly fashion and care for all plantings, trees, and shrubs, including but not limited to trimming them. Plantings and/or trees may not be removed without prior written approval of Owner. Additional planting must be approved in advance to prevent disturbing underground utility lines. Management has the right at any time to enter the Lot (but not tenant's mobile home) to verify compliance with these Rules. NO trampolines, swimming pools, or spas are permitted on Tenants' Lots. Such items are specifically prohibited.

All personal property of resident must be stored in an appropriate, pre-approved storage shed or in the home. Except for standard patio furniture, barbecue equipment, and one or two operable bicycles (all of which must be kept in an attractive and well-maintained condition), NO personal property accumulation is permitted around the home, on driveways, carports, patios, or on porches without prior written approval of Owner. In this paragraph, personal property includes, but is not limited to, overstuffed or indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood, or other such items that are unsightly.

21. INSTALLATION AND REMOVAL OF HOME/RESTORATION OF SPACE AFTER REMOVAL. A home may not be brought into the Community without Management's prior written consent or removed from the Resident's Lot without a signed written agreement from the Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Resident and the Management authorizing installation or removal. Resident must use a mobile or manufactured home mover that is licensed, insured and approved in advance by Management. All movers must contact the Management at least five (5) days prior to any anticipated move-in or move-out and obtain the Management's written authorization for the move/clearance for removal. Management

reserves the right to coordinate the moving dates and times, and to reject and exclude from the Community any mover that does not cooperate with the Management or which Management deems to be not qualified or responsible, in Management's sole discretion. Resident is responsible for damages caused by their home mover. If the mover Tenant uses is not licensed through either the Arizona Registrar of Contractors or the Arizona Department of Housing, then a \$2,500.00 (two thousand five hundred dollar) deposit shall be required, or the then-maximum allowable statutory amount. Tenant shall not remove the mobile home from the park until a Clearance for Removal is received from Landlord.

Tenants or their successors in interest may remove their homes from the Community as provided in A.R.S. § 33-1485.01. Tenant must provide the Community with a Notice of Removal of Mobile Home from Community not less than thirty (30) days prior to move-out (this time is necessary for management to make arrangements to enable the move-out). A form of notice is available from the management office.

A. Tenant must designate a person or entity that will be responsible for the move-out. If this responsible party is not licensed as a contractor by the Arizona Registrar of Contractors or Department of Housing, a move-out deposit or surety bond of \$2,500.00 or the then-current maximum allowable statutory amount, less any security deposit of Tenant's then held by the Community, must be posted.

B. When the home is removed, all necessary and accessory structures such as sheds, awnings, carports, fences, Arizona rooms and the like must also be removed unless the Community agrees otherwise in writing.

C. When the home is removed, all concrete on the space (including but not limited to patios, the pad on which the home was installed, carports, and driveways), and all landscaping and landscaping materials, must be removed unless the Community agrees otherwise in writing.

D. When the home is removed, the space must be left completely clear and clean, with all holes and depressions filled in with clean fill dirt, so that the space is restored to a condition as if no home had ever been placed on it, and so that it is ready for the placement of a new home.

E. When the home is removed, all holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt.

22. RIGHT OF FIRST REFUSAL. As set forth in Resident's Rental Agreement, during Resident's lease at Cypress Estates, Resident shall not sell the housing unit except pursuant to a written offer to Resident. If at any time during Resident's lease, Resident shall receive a bona fide third-party arm's length offer in writing (the "Offer") to buy the housing unit and Resident desires to accept the Offer, Resident shall give Owner a true and correct copy of the Offer. Owner shall have the right, exercisable within twenty (20) days following its receipt of the written Offer by written notice to Resident ("Owner's Notice"), to purchase the housing unit upon the terms and conditions stated in the Offer. If Owner fails to deliver Owner's Notice prior to the expiration of the twenty (20) day period mentioned above, Resident shall be free to consummate the transaction proposed by the Offer, but only in accordance with the terms of the Offer and only if so consummated within one hundred eighty (180) days after the expiration of the aforementioned twenty (20) day period. If Resident fails to consummate the transaction within such one hundred eighty (180) day period, then Resident shall be required again to comply with all the provisions of this Section 22 before selling the housing unit. This provision shall not apply to sales by Tenant to individuals who intend to keep the mobile home on the premises, who intend to reside therein for a period of twelve months or more, and who make application to Owner for approval as Residents and who are in fact approved. Tenant acknowledges and agrees that this right of first refusal is a material term of this Agreement and that in its absence the rent provided for herein would be significantly higher.

23. GARBAGE. Garbage may be placed in a properly maintained plastic tote with lid. This tote should be in an inconspicuous place at all times. Garbage must remain covered at all times when not in use. All garbage and refuse must be placed in sealed plastic bags and deposited in the refuse containers. No burning of trash, leaves, or other material is permitted.

All trash, paper, glass, cans and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, DO NOT flush sanitary napkins, disposable diapers, Kleenex, paper towels, cigarette butts, cooking grease, or any other undissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant and may be charged to Tenant as additional rent.

Tenant is responsible for disposing from Tenant's space all rubbish, garbage and other waste in a clean and safe manner. All trash must be bagged and tied/sealed before being placed in the disposal bin. Tenants may not dispose of business or commercial trash in the Community. Do not enter any garbage containers to remove any refuse. "Dumpster diving" is prohibited. Large items such as furniture, appliances, large landscaping trimmings, etc., shall not be placed in or beside Community disposal bins but must be taken to an appropriate disposal site outside of the Community. Hazardous wastes, including but not limited to batteries, tires, paint, used motor oil, and the like, must be disposed of in accordance with county and city regulations and in an appropriate facility, and may not be disposed of in the Community.

24. EXTERIOR IMPROVEMENTS/MODIFICATIONS/ALTERATIONS. To maintain the quality appearance of The Community, exterior improvements, modifications, and/or alterations to the Lot and/or the mobile home by a Resident shall only be permitted with the prior written approval of Owner. Exterior improvements include but are not limited to any structural modification of the outside of

the mobile home or the rental Lot. If a building permit is legally required, one must be obtained before performing any work. Any work performed must be consistent with what Owner approved and in compliance with all applicable laws and codes.

Owner has the authority to approve or disapprove the materials, design, construction, installation, location, or type of such an exterior improvement, in order to uphold the appearance and general welfare of The Community. Owner reserves the right to request the rental Lot be returned to a condition/state that is acceptable to Owner. **No work may be performed on the exterior of the home or on any accessory structures without the Owner's prior written approval. No modifications to the Lot or to the outside of the home may be made without the Owner's prior written approval.**

Resident shall also be responsible for compliance with governmental building codes, and for contacting utilities if contemplating digging activity.

25. ACCESSORIES, EQUIPMENT, ETC. Only manufactured-type accessories, equipment, structures and appliances, which are similar in design and compatible in color to the home, are permitted. No "homemade" accessories, equipment, structures or appliances may be installed unless of a professionally quality and approved by the Owner in writing prior to installation.

26. UTILITY PEDESTALS. All Community utility pedestals and all service connections must be accessible at all times. If one of the Community's shut-off valves is located on Tenant's Lot, it must be kept visible and accessible at all times.

27. LANDSCAPING, GARDENS, TREES, SHRUBS. Resident must obtain Owner's prior written approval on design, placement, and size of any landscaping, gardens, trees and shrubs to be planted or constructed on the rental Lot. Resident shall landscape the entire Lot with appropriate landscaping materials and a written landscape plan must be approved in advance by the Owner, including decorative rock. Grass is not permitted. All rock areas shall be at least 2 inches deep and regularly raked and maintained. All landscaped areas must be leveled. A minimum three-foot clearance must be maintained around utility pedestals.

28. PETS AND OTHER ANIMALS. Two (2) pets (20" in height at shoulders and no more than 30 lbs. when full grown) will be allowed per home.

No pets may be kept in the Community without prior written permission of Management. All pets must be registered at the Community office with a limit of two (2) pets per home site. Tenants are subject to pet charges as provided in their rental agreements, and Tenant must sign a Pet Agreement. Those fees are currently fifteen dollars (\$15.00) per month per pet. A pet is here defined as a domestic dog or cat. Except for small birds or fish, all other animals are prohibited.

Only small pets (20" in height at the shoulders and no more than 30 pounds when fully grown) will be allowed.

Breeding of animals is not permitted. Feeding and/or watering of stray animals and/or wild animals, including but not limited to cats, is prohibited.

Pets cannot be left unattended with or without a leash outside the home and may not be walked in the Community unless controlled on a leash. Even if Tenant has a pre-approved fence, pets may *not* be left unattended outdoors. Outdoor pet housing is prohibited.

Pet droppings on or off Tenant's lot must be cleaned up immediately by Tenant. Pets are not allowed in the common areas, laundry room, swimming pool, or recreation center.

Guests and visitors are not permitted to bring pets into the Community. "Pet sitting" is prohibited.

Barking, growling, snarling, crying, howling and other such noises which disturb other tenants is cause for revoking permission to keep a pet. Aggressive or vicious behavior is cause for revoking permission to keep a pet.

Pets shall not be allowed to enter another Tenant's home site, flowerbeds, shrubs, yard, or any vacant home sites.

Each Tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations and leash laws. Proof of current licensing and vaccinations must be provided to Community Management before the pet may be approved and before it is brought into the Community. Additionally, proof of current licensing and vaccinations must be regularly updated in the Community office and must be provided by Tenant to Community Management at any time upon Management's request.

Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals permitted in the Community (unless a reasonable accommodation is required related to any rule) are subject to the same rules concerning conduct, control, and clean-up as pets, and Tenants with such animals in their households will be responsible for complying with those rules. Assistive animals are not subject to pet fees. Pursuant to state and federal fair housing laws, where the disability of the Tenant or member of Tenant's household requiring the assistive animal is not obvious or otherwise known to the Community, the Community may request reliable documentation evidencing the disability and the disability-related need for the specific assistive animal at issue.

All pets must be spayed or neutered by six months of age in order to be Community approved. Non-conforming animals in the Community with management approval on the effective date of this rule will be allowed to remain, but new animals born or brought into the Community thereafter must comply or must be removed. Tenant will provide proof of spaying or neutering to management on request.

Dangerous breeds of animals will not be allowed. In the case of dogs, dangerous breeds include but are not limited to Chows, Dobermans, Rottweilers, Wolf-hybrids and Pit Bulls. This applies to both full and partial breed dogs. Management's decision as to whether any pet is a dangerous breed is final and conclusive. Farm-type animals like ducks, geese, rabbits, goats, pigs, chickens, and exotic pets, like snakes and pot-belly pigs, are prohibited.

Permission to keep a pet may be revoked if any violation of these Rules or any violation of a Tenant's Pet Agreement is observed; or if the pet constitutes a nuisance, bites, attacks, or in any way interferes with others and/or causes complaint. Any pet that prevents or inhibits Management or its agents from entering a Tenant's space shall be considered a nuisance. Once required to leave, a pet may not be returned to the Community. Violation of these Rules, Tenant's Pet Agreement, or valid complaints received from other residents are also grounds for termination of tenancy.

There shall be no doghouses, chain link or other fences to confine dogs, nor dogs tied to chains.

Owner reserves the right to be sole judge of which pets may reside in The Community.

Resident shall be responsible for a pet owned by Resident, as well as a pet owned by a guest. This includes the immediate removal of all pet litter left by the animal on any property of the Community.

No pet shall be allowed to run loose. Pets must be confined inside the home of their Resident owner. Pets are allowed outside only when accompanied by their owner and only when they are under the control of a hand-held leash.

An unreasonably noisy or aggressive animal, or any animal not meeting the approval of Owner, will be ordered permanently removed from The Community.

29. COMMERCIAL ENTERPRISES. Commercial enterprises in any form will not be permitted without prior written consent of Owner. Commercial enterprise includes but is not limited to auction sales and baby-sitting within the Community. Commercial enterprise also includes the distribution and posting of advertising materials. Owner shall have the authority to require that any personnel performing services within the Community be bonded and insured and display a certificate of insurance, so as to protect persons and property.

30. DOOR-TO-DOOR SOLICITATION. Door-to-door solicitation will not be permitted without the prior written consent of Owner. Such consent will depend upon a consideration of the welfare of Residents. Solicitation by one tenant without the prior invitation of another tenant is prohibited by this rule. No door-to-door solicitations of any kind are permitted.

31. SIGNS. No signs may be erected within The Community, other than one sign with Resident's name and address on it and, where applicable, one "for sale" sign. One "For Sale" or "Open House" sign (during an actual "Open House"), not exceeding 12 inches by 18 inches, may be displayed only on the home or in the home's front window. This rule does not apply to signage used by landlord to market landlord home sales. No other signs are permitted on the tenant's Lot.

32. VEHICLES AND TRAFFIC. The roadways in the Community are privately owned and not owned by the public. The parking of vehicles and the movement of traffic shall be done according to the designation of Owner. Resident agrees to register with Owner all vehicles regularly kept in The Community. Only motor vehicles registered in a state and licensed operators are allowed. All persons operating vehicles in the Community must have valid driver licenses. Trucks larger than the average pickup, construction or farm equipment, and vehicles inoperable or unused beyond a reasonable amount of time period shall not be allowed. Trailers, boat trailers, RV's, or campers are not allowed to be parked on The Community streets or on the home site without prior written permission of Owner. Owner retains the right to prohibit the use of any vehicle that creates excessive noise or causes a disturbance. Absolutely no ATCs, ATVs, dirt bikes, mini-bikes, go-carts and the like shall be operated within the Community.

No inoperative items (i.e. topper, lawn mowers, car parts, lumber or snowplows) are allowed. Only vehicles currently licensed, in running condition, and in good repair are allowed in The Community. Resident will be responsible for the full cost of towing and storage of a violating vehicle.

Parking space for no more than one (1) or two (2) conventional consumer passenger vehicles, which must fit entirely under Tenant's carport, is located at each mobile home space on Tenant's driveway. Parking is not permitted on Tenants' lawns, yards, or any other part of the home site other than the driveway. Except for temporary active loading or unloading during daytime hours, there is NO PARKING ALLOWED IN THE STREETS of the Community. The streets are considered fire lanes and must be kept clear for emergency equipment. On-street parking also impairs mail delivery, street cleaning and maintenance.

If a resident's space has room for more than two vehicles, there will be an extra charge of \$25.00 for each additional vehicle.

Parking of motor homes, truck campers, buses, trailers, travel trailers, boats, campers, utility trailers, off-road vehicles, any type of trailer used to haul or tow cargo, and any non-operable or unlicensed vehicles, etc., is not permitted in the Community. Commercial vehicles other than those providing service at Management's request, or those making deliveries, are prohibited in the Community. Any vehicle not moved for 72 consecutive hours shall be deemed non-operable. Any vehicle with flat tires or that cannot be moved shall be deemed non-operable. Vehicles that do not display current vehicle registration decals are deemed non-operable. Any vehicle parked in the Community must be in operable condition, used on a regular basis, and currently licensed. Vehicles may not be parked on another resident's space or on vacant spaces or in any unauthorized areas. No driveway shall be blocked at any time.

The immobilization of a vehicle for repair or mechanical work is prohibited except in those areas designated by Owner. No vehicle in The Community shall be excessively noisy nor will a vehicle leaking fluids onto the ground be permitted.

To ensure the safety of all Residents, observance of the posted speed limit (10 MPH) is required.

Operating a vehicle in the Community under the influence of drugs or alcohol will be deemed a material breach of the Tenant's rental agreement and will constitute cause for immediate eviction.

Except for occasional minor repairs, repairing of automobiles, trailers, boats, or other similar equipment and vehicles is not permitted in the Community. No engine or transmission overhauling or removal, no body repair work or any other automotive work is permitted in the Community. Painting of vehicles is prohibited. Flat tires must be repaired immediately and no vehicle shall be left on blocks or jacks unattended. No waste oil, grease, or other fluids may be discharged anywhere in the Community.

33. PARTIAL AND PREPAYMENTS. Acceptance by Owner of any partial payment shall not constitute a waiver of Owner's right to any and all additional amounts owed by tenant to Owner. Owner shall not be required to accept a partial payment at any time. No prepayments of more than one (1) month's rent will be accepted.

34. LIABILITY. Residents use the property at their own risk. Resident is liable for any damage to Resident's own property however caused. Resident will be held liable for any and all damages caused by it and those for whom they are responsible. Resident agrees to provide and keep in force throughout the term of the lease an insurance policy or policies which insures: (a) all personal property of Resident located in the Park; (b) the Lot leased by Resident; (c) liability under the standard form of homeowner's policy available to Resident; and (d) all vehicles parked or to be parked in the Park. A current copy of Resident's insurance must be kept on file with Owner and must be provided to Owner at any time upon Owner's request. Failure to keep insurance in place or to update Management within ten (10) days as to changes in the insurance is a material breach of the Rental Agreement. Resident shall not use the rented Lot for any purpose that would be deemed hazardous by insurance companies carrying insurance on the Lot. Resident shall notify Owner immediately of any unsafe or unsanitary conditions in the Park. Resident is responsible for the conduct of Resident's occupants, guests, and visitors.

35. RECREATIONAL AND COMMON AREAS IN GENERAL

USE/SMOKING PROHIBITED

Unless otherwise permitted in these Rules, smoking is prohibited at the clubhouse, laundry area, swimming pool and common areas. All common areas, recreational areas and common facilities are for the use and enjoyment of Residents and their registered Guests and Visitors, and provided that they do not interfere with other Resident's use of the facilities. All Guests and Visitors using the common areas, facilities or recreational areas must be registered with the Park office and must be accompanied by a host Resident. Residents are responsible for their Guests and Visitors. Management reserves the right to limit or restrict the use of any facilities or areas. In no event may any Community recreational facility be used for events to which the general public is invited. Community social and recreational facilities are only for the use of tenants, approved occupants, and their invited guests.

Community management has the right to eject without notice any person who is unauthorized, creates a disturbance, causes a nuisance or damage, or in any way interferes with the operation of the Community or its facilities.

Special rules pertaining to the Community facilities and any equipment therein are posted at those locations. Those special rules constitute a part of these Rules and Regulations, and violation of them will be treated as a violation of these Rules and Regulations.

RESPONSIBILITY FOR LOST OR UNRETURNED KEYS AND ACCESS CARDS

Keys and access cards to Community facilities help control access, prevent damage and abuse, and assist providing a safe environment. If keys or access cards are issued by Management, it is imperative that each Resident exercise the most in responsibility for such items. Should resident lose any key or access card, or fail to return any key or access card obtained from Management upon move out, termination of tenancy, or within ten (10) days of any request by Management, Resident shall be responsible for the cost of re-keying or re-coding the applicable locks, providing replacement keys or access cards for all existing keys or access cards (including those in the possession of other Residents) and reimbursing Management for administrative charges incurred in administering the re-keying, re-coding and reissuance or replacement keys or cards to existing holders, at the rate of \$25 per hour, which shall constitute additional rent.

The perimeter fencing is for the privacy of the Residents and adds to the peace and quiet of the Community. No one is allowed to climb on or over the fencing at any time.

Only non-alcoholic beverages in non-breakable containers allowed in any part of the recreational facilities or services areas at any time. The consumption of alcoholic beverages is not permitted in any common area.

No bicycle riding, skateboarding or roller-skating is permitted on vacant spaces or the area around the recreation center. Baseball, basketball or other ball games are not allowed in the Community streets.

CLUBHOUSE/RECREATION BUILDING

Smoking is prohibited in the clubhouse.

Appropriate attire is required, including, but not limited to shoes and skirts. Swimsuits are not permitted.

Clubhouse hours are as posted.

Private Parties and gatherings are permitted with Management's approval. A deposit and cleaning fee may be required.

BILLIARD FACILITIES

The billiard facilities may be used only by Residents/registered occupants, and their registered Guests and Visitors over 18 year of age. All Guests and Visitors must be accompanied by their host Resident.

The facilities must be left in good condition, with all equipment returned to its proper location.

Please rack balls and brush table after using.

Resident is responsible for damages.

Sitting on tables is not permitted.

Proper attire is required, including, but not limited to shoes and skirts. Swimwear and wet clothing are not permitted.

No food or beverages allowed.

Limit of three (3) games or 30 minutes of play, whichever is less, if others are waiting.

SWIMMING POOL

No lifeguard is on duty. No diving or running.

Everyone using the pool should take a cleansing shower prior to entering the pool.

Everyone must observe all posted signs.

Pool hours are presently 10:00a.m. to 10:00 p.m. or as posted. Pool may be closed additional hours for maintenance.

Shoes must be worn to the pool deck.

For safety reasons, minors must be accompanied by an adult.

Appropriate swimming attire is required. Shorts and cut off pants are not permitted. Swim caps must be worn by persons with longer hair.

The swimming pool is for use by resident/registered occupants, and their REGISTERED Guests and Visitors. All Guests and visitors must be accompanied by their host Resident when using the pool facilities. The Park reserves the right to limit the number of Guests or Visitors using the pool facilities.

The following types of items are prohibited in the pool area:

- Food, glass containers of any type, and alcoholic beverages.
- Pins, earrings, and other jewelry.
- Suntan and other lotions. Such substance damages the filter system and can cause the pool to be closed for maintenance or repairs.
- Inner tubes, rafts, mattresses and other floating or recreational items must be removed from the pool area when not in use, if causing a nuisance, or if there is a large crowd using the pool area.
- Running, diving, loud noises, radios, boisterous, disruptive or dangerous conduct are prohibited in the pool area.
- For health reasons, children who are not toilet-trained are not allowed in the pool (no diapers please).
- Smoking allowed in designated areas only.

SPA

The spa temperature is typically in excess of 102 degrees, and may be much hotter. Please test the spa temperature prior to entering. Use of the spa should be limited to a maximum of ten (10) minutes. Persons with health conditions should consult their physician prior to using the spa.

All use of the pool and/or spa is at the user's risk. Owner and management assume no responsibility or liability for physical problems or personal injury connected with the use of the pool or spa. It is strongly recommended that no person use the swimming pool or spa unless accompanied by at least one other person.

36. FIREARMS. FIREARMS may not be worn in the Community or openly displayed except by sworn law enforcement personnel at any time except as provided below (restrictions not applicable to sworn law enforcement personnel). Violation of any of these firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Tenants, tenant's guests and visitors:

- A. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Community, as long as any such firearm is not visible from outside the vehicle.
- B. May have a firearm within the mobile home.
- C. May carry a firearm between vehicles and the mobile home in a box, holster or other device that does not display the firearm to others.
- D. Except when transporting a firearm directly between a vehicle and the home may not carry a firearm in a public or common area of the Community.
- E. No firearms are permitted in the leasing office at any time.
- F. May not brandish or display a firearm in any common or public area of the property.

- G. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not.
- H. May not unlawfully discharge a firearm anywhere in the Community for any reason at all.
- I. May not leave a firearm in an unlocked vehicle at the property.
- J. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

37. FIREWORKS. FIREWORKS of all kinds including but not limited to sparklers are prohibited in the Community. Igniting any kind of fireworks in the Community, including but not limited to lighting a sparkler by any resident, visitor, or guest, shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

38. SALE OF HOME. One "For Sale" or "Open House" sign, not exceeding 12 inches by 18 inches, may be displayed only on the home or in home's front window. This rule does not apply to signage used by landlord to market landlord home sales. No other signs are permitted on a Tenant's space.

A. Current Tenants must notify the Manager at least two (2) weeks in advance of the closing date so the buyer of the home may be considered for approval by the Community.

B. Tenants cannot guarantee prospective buyers will be approved for residency. A prospective buyer has no rights of tenancy until the buyer has met all of the Community's tenancy qualifications and has signed a Rental Agreement with the Community. As an additional condition to Community approval of any buyer as a tenant, the Community may require that any outstanding balance owed to the Community be paid. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Community at the time of sale.

C. Residents should meet with management to determine what upgrades, if any, must be done to bring the home to Community standards. All work must be done prior to sale or the buyer will be required to bring the home into compliance as a condition of approval for residency. Any home sold "on site" must be brought into compliance with all Community standards in order to remain in the Community.

D. Management may require a home being sold to be removed from the Community if (1) the home cannot reasonably meet standard specifications determined by the Community for that home site; or (2) if the home is in run-down condition or in disrepair in the judgment of Management, in Management's sole discretion.

39. ANTENNAS. No outside television, short wave, or radio antennas are permitted except in compliance with this rule. Antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air receptions of signals from satellite, wireless cable or television broadcasting facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:

A. The installation must not be visible from any other space, the common area or any street. If this is not possible without impairing the ability to receive signals, the installation must be screened by landscaping or other means approved by the Community to minimize visibility without impairing receipt of the signal. If it is necessary to receive an adequate signal that the installation is visible from another space, the common area or a street, all components must be painted a color that will blend into the background against which the installation is mounted.

B. Under no circumstances may a mast be higher than the height necessary to establish line of sight contact with the transmitter, and in any event, it may be no higher than the minimum height required by applicable law or regulation.

C. All locations, manner of installation, screening and color must comply with these restrictions. Locations on the space must be pre-approved by the Community. It is recommended that all installations be reviewed with Community Management before actual work is commenced to ensure that these restrictions will not be violated.

40. FIRE EXTINGUISHER. Each mobile home should be equipped with a fire extinguisher.

41. TITLE TO HOME. A copy of the title to the home must be provided to the Property Manager at the time of leasing, and again at any time upon Management's request.

42. LOT LINES. There are no lot lines separating spaces; the configuration of each space is designated by management. Each space will remain under the direct control of Community management. Landlord reserves the right to adjust the dimensions of each space at any time for any reason that Landlord deems appropriate, including but not limited to compliance with code setback requirements, either for existing homes, or to accommodate homes being brought into the Community. The space designated for each Tenant's use shall consist of a rough approximation of the space designated on a map of the Community maintained by Landlord from time to time. However, the space is not precisely legally described and the Landlord shall not be liable for variances between the map and the actual space. Additionally, as the size of manufactured homes change and setback requirements change, the approximate boundaries between spaces may be reasonably adjusted by Landlord. Such adjustments shall not change the rental amount that Tenant pays.

43. DRAINAGE. Tenant must assist Landlord in maintaining the natural flow and drainage of water onto, across, and from Tenant's space. This requires that Tenant do nothing that would impede the natural flow and drainage of water or assist in the build-up of water. Each Tenant is required to have rain gutters on the Tenant's home and to use proper watering techniques on all areas of Tenant's rented space. Each Tenant shall "level" Tenant's home on a consistent and regular basis. It is strongly recommended that Tenant have Tenant's home "leveled" at least once a year. The Community is not responsible for leveling a Tenant's mobile home—Tenant is entirely responsible for the maintenance of Tenant's own home. Each Tenant is liable for any personal injury, property damage, or other loss resulting from any change of water flow or drainage caused by Tenant on or from Tenant's rented space. All water that falls on Tenant's home must be channeled to the street on which the home is located, and away from any embankments, slopes, or other home sites, using a system of overhead gutters, down spouts, and down spout extensions.

44. COMPLAINTS IN WRITING. Complaints on any subject must be received by Community management in writing. Forms for this purpose are available from management.

45. NO WAIVER. Any failure of Landlord to require compliance with or exercise any right pursuant to these Rules and Regulations shall not be construed as a waiver by Landlord of any provision of these Rules and Regulations, and shall not affect the validity or enforceability of any provision of these Rules and Regulations.

46. CHANGES IN WRITING. The on-site Community managers are not authorized to make any representations not contained in the Tenant's Rental Agreement or these Rules and Regulations, or to strike or amend the provisions of the Rental Agreement, these Rules, or the Community's Statements of Policy in any way. Any modification to the Rental Agreement, to these Rules, or to the Statements of Policy must be in writing signed by an authorized representative of Community ownership.

47. BASIC STANDARDS OF DECENCY. Although these Rules are specific, it is impossible for them to deal with every possible eventuality. Therefore, basic standards of decency are applicable to all, and Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable manner so as not to say or do anything to adversely affect their neighbors or the ownership or Management of the Community. These Rules apply to Tenants, their guests, occupants, visitors, invitees, or any person in the Community with the permission of anyone living in the Community.

48. SAVINGS CLAUSE. Each provision of these Rules is separate and distinct and individually enforceable. In the event that any provision is declared unlawful, the enforceability of all other provisions shall not be affected.

49. EMERGENCY NUMBER. In case of emergency when the Community office is closed call the number below to report the matter to management. If the emergency is a medical, fire or police emergency, call 911. Emergency Management Contact Number: (949) 752-1282.

Non-Compliance with these or other responsibilities as imposed by The Community Rules, may result in a ten (10) day violation warning notice, or in a termination notice and eviction, at management's discretion and as allowed by law. If violation not resolved there may be a fine of \$50.00 per violation. All acts of non-compliance are kept in Resident's file.