



PALOMAR ESTATES WEST

*1930 WEST SAN MARCOS BLVD
SAN MARCOS, CA 92078*



WELCOME TO PALOMAR ESTATES WEST, YOUR FRIENDLY COMMUNITY!!

RULES AND REGULATIONS

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

Homeowner(s) Name(s): _____ Homesite # _____

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

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

DEFINITIONS

1. “Park” is defined as Palomar Estates West.
2. “Park Management”, “Management”, or “Owner” is the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.
3. “Homeowner” is defined as a person who has a tenancy in a mobilehome park under a rental agreement, in accordance with *Civil Code* §798.9.
4. "Resident" is a homeowner or other person who lawfully occupies a mobilehome.
5. The term “Board” is defined as the Palomar Estates West Homeowners Association (“PEWRA”) Board of Directors.
6. “Pool Area” refers to the swimming pool, the fenced in area around the pool, the spa, the saunas, the showers, and all other areas associated with the swimming pool and spa.
7. “R&Rs” refers to these Rules and Regulations.
8. “Title 25” refers to the California Code of Regulations, Title 25, Division 1, Chapter 2; “MRL” refers to the California Mobilehome Residency Law, set forth in the Civil Code, §798, et seq.
9. “Tenancy” is the right of a homeowner to the use of a site within a mobilehome park on which to locate, maintain, and occupy a mobilehome, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park.
10. “Homesite” is the specific site, lot or space upon which the mobilehome is located.
11. “Common Area” is defined as specified in the rental agreement signed by the homeowner (e.g., clubhouse, pool area, tennis courts, streets, et.al).

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

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

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

D. Complaint Resolution. Complaints should be directed to the PEWRA Board, or they may also be directed to the park manager for mediation/resolution should a Homeowner prefer to do so. If the complainant is unsatisfied with the results, and they have already gone to the park manager, then they may request the management company’s review and further assistance in mediation. Except in emergencies all complaints should be in writing and signed by the person making the complaint.

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

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

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



H. Fair Housing Policy. Fair housing for all is the policy of this Park and is the law. All officers, employees, partners and agents of management are forbidden from discriminating against anyone in any aspect of renting housing because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, disability or any other protected basis.

I. Mobilehome Site Inspections. Mobilehome sites will be routinely inspected for rules violations. Mobilehome sites will also be inspected when management becomes aware that a mobilehome is placed on the market for sale (refer to *Civil Code* 798.73.5(b)). Homeowner may request a list of typical items that are usually addressed on a resale inspection from the park office.

2. USE OF SPACE

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

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

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

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

(3) Intention to Operate as "Older Persons" Housing: The intent and purpose of the Owner is to offer housing for "older persons" in all homesites in the community, and to additionally publish the management's intention of requiring all homesites to be occupied by persons who satisfy the criteria established under the Fair Housing Amendments Act of 1988 and the Housing for Older persons Act of 1995, by these rules and regulations, screening policies, consistent enforcement of the age restrictions, and compliance with federal and state law and requirements.

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

D. Commercial or Business Activity.

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

2. Any construction activity should be conducted between the hours of 8 am and 7 pm, Monday through Saturday unless required by an emergency repair. Emergency repairs to park infrastructure, such as streets, water or sewer systems, etc., may be done at any time.

E. Estate, Rummage, Moving, and Community Garage Sales. With Park Manager's permission, an estate or moving sale may be held at a mobilehome (not in or on a common area improvement) for no more than three (3) days, but no items may be brought in from outside the Park for the sale. Directional signs leading to the Homesite may be posted during the actual sale hours only (not overnight). One sign may be placed in front of the mobilehome and may not exceed 24" x 36" in size. Household items for sale may be placed outside the mobilehome during the actual sale hours (not overnight), and must be put back into the residence upon conclusion of the sale for the day. Rummage sales are permitted under the auspices and control of the PEWRA Board. The general public is not permitted into any common area facility, amenity or building. Park facilities are reserved for homeowners and invited guests only. Annual/Semi-Annual community patio and garage sales may be permitted at the Homeowner's homesite with Park Owner's written consent.

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

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

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

I. Sharing Residence/No Fee Required. If Homeowner is the sole occupant of the mobilehome and wishes to share his or her mobilehome with one (1) additional person (or more than one person if approved by Management), Homeowner may do so as provided for in *Civil Code* §798.34(b), without being charged additional rent or any fee. This person shall be required to register with the Management, and shall be a minimum of 35 years of age. Upon approval, this person may be required to sign documentation acknowledging the foregoing rights and duties of occupancy as an addendum to the Homeowner's Rental Agreement. Such persons are a "guest" and have no rights of tenancy. Please refer to Rule 3.A.

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

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

(2) is a parent, sibling, child or grandchild of the homeowner and requires live-in health care, live-in supportive care, or supervision.

The caregiver/care recipient shall be required to register with the Park Manager and sign an Addendum to the Rental Agreement. A fee shall not be charged by management for that person per Civil Code §798.34(c) and (d). That person shall have no rights of tenancy in the park per *Civil Code* §798.34 (c) and (d). A violation of the R&R's by this person shall be deemed a violation by Homeowner pursuant to *Civil Code* §798.56 (d).

3. GUESTS

A. Long Term. All guests must register with the Park Manager when staying with Homeowner for more than twenty (20) consecutive days or thirty (30) days total in a calendar year. Registered guests may be required to pay the guest fee as specified in the Rental Agreement. This fee does not apply if the Homeowner is a sole occupant of the mobilehome (please see Rule 2 I above) or an immediate family member (please see *Civil Code* §798.35). Guest registration includes submission by Homeowner of a completed application for approval, and upon approval, Homeowner and guest must sign documentation acknowledging the rights and duties of occupancy. A "guest" has no tenancy rights or interest.

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

C. Guests Using Facilities. Guest use of common area facilities is governed by posted signs. Short term guests may not use the fitness center, even if accompanied by a homeowner due to liability requirements.

4. CONDUCT

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

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

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

D. Trespassing on Homeowner Spaces. Homeowners and their guests shall not encroach or trespass on any other Homeowner's Homesite or any area which is not open for general use to all Homeowners and guests.

E. Tampering with Park Property, Damage to Park Property. All Park property which is not for the use of Homeowners 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 Management, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by Homeowner for safety reasons. Homeowner shall reimburse Park for any damage caused to Park property by Homeowner or Homeowner's guest.

F. Guest Behavior. Homeowners and guests shall conduct themselves in a reasonable manner so as not to cause disturbance to their fellow neighbors and homeowners. Homeowners must acquaint all guests and occupants of the mobilehome with the Park R&R's.

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

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

I. No Fires Permitted – Open fires are not permitted on the homesite or in any area of the park, with the following exceptions: The homeowner is allowed the use of commercially manufactured gas or charcoal BBQ grills, gas outdoor patio heaters or fire tables, as long as they are maintained and used in accordance with the manufacturers guidelines. Fireplaces and other appliances installed inside Homeowner's mobilehome are permitted on the homesite. In no case shall pressure treated wood be burned within the park, inside or outside of the residence.

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

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

5. MOBILEHOME STANDARDS

A. Condition. The Park requires that the mobilehome and all accessory equipment and structures be maintained in good and safe condition and conform to the standards of the Park as recited herein. Prior to commencing a change in accessory equipment and structures Homeowner shall submit a written plan describing the proposed changes and get approval from the Park.

B. Permits/Licenses. It is Homeowner's responsibility to determine the requirements for permits, licenses, and inspections. Building permits or licenses that are required to perform any installation or modification to Homeowner's mobilehome, accessory equipment, or structure must be secured prior to any installation or construction of said installation or modification.

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

D. Use of Sheds. At no time may any type of storage or other shed be occupied or used for human habitation, and no individual is allowed to sleep in or inhabit a storage or other shed. Any electricity to service a storage shed must be installed to code.

E. Mobile Home Appearance and Signs.

(1) Mobilehome Exterior Maintenance. Home exteriors must be of acceptable materials. The exterior of the mobilehome, accessory structures and equipment must be properly maintained. Proper maintenance shall include, but not be limited to washing, waxing (if applicable), and/or painting as needed (whenever the paint begins to fade, peel, flake, chip, or deteriorate). Do not assume that your existing colors will be approved again. Exterior paint colors must be pre-approved by management and must be chosen from the Exterior Paint Color Book, which can be checked out from the park office prior to selecting your colors. Homeowners must submit color chips to management for written approval before painting. Requests for a variance from the Color Book may be submitted to the PEWRA Board for consideration and approval of any exceptions. Failure to obtain management approval before painting may result in Homeowner having to repaint their mobilehome again if Homeowner's chosen colors do not meet with management approval. Spray painting is allowed, but Homeowner is responsible for ensuring their painting contractor is properly licensed and insured with minimum liability coverage of one million dollars, or if not available, the next highest coverage limit which a contractor can procure.

(2) Facia and flashings. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobilehome and the awnings. The facia shall be installed completely around the exterior perimeter of the mobile home.

(3) Rain gutters. All mobilehomes must be fitted with rain gutters and downspouts that extend to the ground and drain water to the street. Gutters should be periodically checked for proper drainage and cleaned to maintain proper flow of water to the street.

(4) Skirting. Skirting is required around the entire perimeter of the mobilehome. Skirting must match or compliment the exterior material on the mobilehome.

(5) Window Coverings, Window Air Conditioners, Tarps. Broken, tattered, faded, improper, and otherwise unsightly window coverings which are visible to other Homeowners and detract from the overall appearance of the Park, are not permitted. This includes but is not limited to tin foil, blankets, posters, paper, cardboard, towels or any other material except commercially made window covers or shades. All windows including those in storage sheds and the various types of room enclosures are required to have window coverings if the items inside can be seen from the outside and are a source of complaint. Central air conditioning is permitted provided it does not cause the lot amp rating to be exceeded. Window a/c units are not permitted. The use of tarps to cover cars, storage, roof leaks, etc is prohibited except on an emergency basis, not to exceed 30 days.

(6) For Sale Signs, Open Houses, and Advertising Flags. All "For Sale" signs and advertising flags are prohibited, excepting that Homeowner may display one sign on his/her homesite advertising the sale of the mobilehome during the period of time that the mobilehome is being offered for sale. The "For Sale" sign must meet the regulations of *Civil Code* §798.70 which states that the sign may not exceed 24" wide by 36" high; shall be secured neatly in a window facing the street, or posted on the side of the mobilehome facing the street; or placed in front of the mobilehome perpendicular to the street. A sign posted in front of a mobilehome may be of an H-frame or A-frame design and may not extend outward to the street. Once escrow has closed on the sale, the "For Sale" sign must be removed. "Open House" signs are permitted only between the hours of 8:00 a.m. and 5:00 p.m. on the days a representative is on site. During the hours of an Open House, a small flag or balloon, and a sign may be placed at the end(s) of a street (where applicable) of where the Open House is occurring provided the Homeowner of that (those) space(s) has/have given permission to place the sign/flag/balloon on their space. If there is common area available at the end or beginning of the street where the Open House is occurring, the small flag/balloon and sign may be placed there during the hours of the Open House with management's permission. Otherwise, no other directional signs leading to the space may be placed in the park at any time. A political campaign sign may be displayed as described in *Civil Code* §798.51 (e). The political campaign sign must be removed after the election. All signs must be printed, or of professional/commercial quality.

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

G. Awnings. Carport awnings are required. The size and location are subject to management prior written approval. Awnings over porches are required on the patio side of the mobilehome unless the porch is situated on the backend of the mobilehome or is not visible from the street. In these cases, the porch may be viewed as a sun deck and no awning is required. Any new awnings or hoods must be approved by Management prior to installation and must meet all city and

state building codes and regulations (Title 25). All awnings must be painted, or be of anodized aluminum or steel, and must be of an approved manufactured type.

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

I. New Mobilehome Installations. The Homeowner must obtain prior written approval from Management before the mobilehome is transported to the Park. Park approval must include approval of a written plot plan as part of an application for installation of the mobilehome. Once the mobilehome is transported to the Park, it must be inspected by management before it may be installed on site to ensure that it matches the plot plan. Any mobilehome transported to the Park shall be installed according to Management's written specifications (hereinafter called "New Home Guidelines" which can be obtained from the park manager) and in compliance with all applicable government regulations. All accessory structures (porches, awnings, skirting, sheds, etc.) shall be pre-approved by Management and installed within 45 days of installation of the mobilehome. Any deviations must be approved by Park Management.

J. Retaining Walls/Fences/Gates. Retaining walls may be erected with written approval of park management. They can be no higher than necessary for that purpose. Retaining walls are the responsibility of the Park unless it is documented that the Homeowner installed it. If the Park's documentation, hereinafter called "Retaining Wall Documentation" (incorporated herein by this reference) reflects that the Park did not install the retaining wall, then the Homeowner has the duty to care for, maintain and repair all walls on the homesite as a part of the premises. The determination of responsibility for retaining walls are on a case by case basis. For permissible fencing specifications, refer to "Fencing Guidelines" (incorporated herein by this reference). Homeowner cannot rely on existing fence installations as a basis of approval as they are grandfathered-in and may reflect an approval when that style of fencing was permitted previously. For either a fence or retaining wall, before installation, the Homeowner must obtain written permission from Park Management. All fencing must be maintained in good condition. Fences and gates must remain unlocked, and cannot block access to the utilities. Management must be able to walk directly to the utilities and yard without entering through or over fencing or gates. All fence and wall installations must be within the lot lines. Gates on porches are permitted provided they are well maintained, remain unlocked, and are aesthetically pleasing.

K. Privacy Panels. Privacy panels are permitted with prior park approval of location, style and materials. Homeowner must submit a plan for written approval before installing. Privacy panels (i.e., made of lattice, plastic, vinyl, metal or other park approved material) may be secured to either stand alone 4" x 4" posts just inside the lot line, or on the carport and porch awning supports. Solid privacy panels erected on lot lines may not exceed 8 feet in length. Non-solid privacy panels (i.e., lattice) may not exceed 12 feet in length. The maximum height permitted for privacy panels on lot lines is six feet. There must be a minimum gap between sections of 3 feet. They must meet building code requirements. A non-permanent privacy panel may be erected toward rear of driveway across the driveway (perpendicular to the length) but it may not block access to the park's utility service connections. There must be a 3 foot wide opening to allow for passage to the utilities. Privacy panels placed across the rear half of driveway cannot be permanently secured (i.e., bolted into the driveway). They must be easily moveable. Homeowners are not permitted to store any items behind the privacy panel other than their trash cans, and/or patio furnishings and other items (i.e., plants, décor, etc.) to decorate the area. The privacy panel is required to be well maintained and in good appearance. Any panel which is discolored, faded, or damaged, such as containing rips, tears, holes or other damage must be promptly removed and discarded on demand.

L. Listing a Home For Sale. Prior to listing for sale a mobilehome that is to remain in the Park, Homeowner shall inform Park Management of his/her intent to sell and shall furnish information regarding the selling agent. Management may perform an inspection of the exterior of the mobilehome and homesite so that needed repairs or maintenance may be noted and said repairs completed prior to close of escrow, unless otherwise arranged between buyer, seller, and management. Management may cite only those repairs needed to meet the requirements of the park R&R's, and of *Civil Code* §798.73.5, which specifically limits repairs and improvements to those which can be required during any other time of a residency.

M. Satellite Dish/Cable/Antennas. FCC regulations prohibit restrictions that impair the installation, maintenance or use of antennas used to receive video programming. However, in order to maintain community standards, homeowners are strongly urged to rely on indoor antennas or cable distribution systems rather than installing visible outdoor antennas or dishes. An outdoor antenna or dish should be placed in the least visible location from the street provided it does not

impair its installation, maintenance or use. It is recommended that Homeowners seek prior written assurance from Management that an antenna or dish installation complies with this rule. This rule applies to a satellite dish of up to one meter (39 inches) in diameter and/or an antenna designed to receive television signals. All other new antennas are prohibited.

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

O. Flagpoles. Flagpoles designed to be mounted on the front of a mobilehome, with appropriate brackets, are recommended. The location and type of any other flagpoles must be approved in writing prior to installation by management. It is the responsibility of the Homeowner to display and care for the American flag according to U.S. guidelines.

P. Mail Boxes. The Park will provide and maintain all mailboxes unless a Homeowner paints or decorates the mail box at the Homesite. If a Homeowner wants to paint or decorate the mailbox at their Homesite, the decor must first be approved by management and then be maintained by the Homeowner from that point forward. Failure to get management approval of the decor, or failure to maintain the personal decor can result in management's replacement of the mailbox to the typical plain standard style. A mailbox may not be replaced by a Homeowner without the express written permission of management. If Homeowner installs his/her own mailbox without park approval and it does not meet with park approval due to style, color, etc., or if Homeowner doesn't maintain their personalized mailbox after 30 days' notice by management to do so, management may elect to replace Homeowner's mailbox with its standard style in order to maintain consistency of appearance and style of mailboxes in the park.

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

R. Solar Panels. Solar panels are permitted subject to SDG&E permit, city/state permit, and park approval regarding location and appearance. All exposed surfaces, except the solar collecting surface, must be of a non-glare material. Manufacturer specifications must be followed regarding installation of solar panels.

6. LANDSCAPING

A. General Maintenance Standards. The entire lot with the exception of areas covered by buildings or hardscape (such as concrete), must be landscaped. Landscaping includes all grasses (including artificial), ground cover, shrubs, trees, flowers, rock, stepping stones, planters, irrigation systems, fences, etc. Landscaping must be maintained in a neat, clean, attractive and well-kept fashion. When vacationing or absent for any other reason, it is the responsibility of the Homeowner to arrange for someone to water and otherwise maintain the homesite, pursuant to the R&Rs.

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

(2) Trees, shrubs and other landscaping must be kept trimmed in a manner that maintains an attractive shape and prevents the plants from encroaching on a neighbor's property or blocking a neighbor's view of the ocean, the mountain, or oncoming traffic on the street. Upon Homeowner request, management, at its sole discretion, will determine if a tree or bush is blocking another homeowner's view to a degree that warrants the tree or shrub being trimmed or removed. If management determines that a tree or shrub is blocking another homeowner's view, management may require the homeowner who is responsible for the tree or shrub to trim or remove the tree or shrub. Failure of the Homeowner to trim or remove the tree or shrub as requested will be grounds for issuance of a Fourteen (14) Day Notice as noted below.

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

(4) Written authorization must be obtained from Park Management before planting any tree on a homesite and a Homeowner Acknowledgment Form must be signed where Homeowner acknowledges his/her responsibility to maintain that tree from then on. Guidelines for tree selection for planting are: (a) Trees should be ones that do not exceed fifteen

(15) feet in height at maturity and will not encroach on a neighbor's property; (b) it must not have invasive roots, and (c) there must be adequate room for the tree to grow long term.

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

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

(7) Other than referenced above in Rule 6.A.(6), Homeowners are solely responsible for the care and regular maintenance of trees planted on their Homesite. Refer to MRL §798.37.5.

B. Submitting Plan to Management for Changes. Prior to commencing substantial changes to existing landscaping, Homeowners must submit a written plan to Management for review and approval.

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

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

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

F. Lot Drainage, Changes. Homesite must meet Title 25 requirements for drainage. Existing drainage patterns and grading of the Homesite may not be changed without Management's written consent. Homeowner is responsible for maintaining sufficient piers under and supporting the mobilehome to maintain it in level condition. The Homesite may slope in areas or sections which may require adjustment from time to time. Readjustment of the piers beneath the mobilehome and any re-leveling, if required, is Homeowner's responsibility. Homeowner shall avoid pooling or accumulation of water and moisture under the mobilehome. Homeowner shall keep skirting above grade to promote ventilation under the mobilehome in all locations. A vapor barrier (attached to the underside of the mobilehome) to protect from ambient moisture and humidity is Homeowner's responsibility.

G. Property / Debris Removal from Homesite, Charges: If Management determines that the removal of personal property from the Homesite is necessary to bring it into compliance with the R&R's or applicable law (Title 25), Management may remove the property to a reasonably secure storage facility. Management will provide written notice of at least fourteen (14) days of intent to remove the personal property. Homeowner is responsible for reimbursing management for the actual, reasonable costs, if any, of removing and storing the property. Within seven (7) days from the date the property is removed to a storage area, management shall provide written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by Homeowner. If, within 60 days, Homeowner does not claim the property, the property shall be deemed to be abandoned, and management may dispose of the property in any manner.

7. GENERAL MAINTENANCE

A. Driveways.

(1) Avoiding Damage to Driveways: Homeowner shall keep the driveway clean and free of oil, all corrosive chemicals, and other staining substances. Homeowners are responsible for all drainage, maintenance, repair, and replacement of a driveway not installed by the Park. Park Management shall be solely responsible for the maintenance, repair, replacement, and any other expense related to the maintenance of driveways installed by Park. Painting or staining of driveways is not permitted. If Management has to remove any part of a driveway, Homeowner is solely responsible for restoring existing driveway color to the newly laid concrete, or completely removing all painted or stained surfaces.

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

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

C. Outside Storage. Wheels, hitches and other items permitted by law are the only things that may be stored under the mobilehome. Storage of anything behind or on the outside of the mobilehome is prohibited, except in approved storage buildings and cabinets. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottle, garden tools (except hoses), mops, ladders, paint cans, or any item that is unsightly in appearance. Patio furniture must remain on porch, behind privacy panels in rear of driveway, or in the yard, and not be left in the front area of a driveway or space when not in use.

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

E. Health and Safety/Hazardous Substances. Anything which creates a threat to health and safety is prohibited. No hazardous materials may be stored on the homesite other than ones customarily used for normal household purposes and then only in quantities necessary for household purposes. Homeowners may not allow any environmentally hazardous substances to be disposed of anywhere in the Park, including but not limited to trash cans, trash bins, surface area, or the sewage disposal or storm drain systems. PROPOSITION 65 WARNING. Homeowner should be advised that the Park is not a smoke free area. In addition, there are other chemicals that exist on the property. The common areas in and around the Park may contain at least one of the following chemicals known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. To obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65.html>.

F. Trash.

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

(2) Excess Trash and Discards. When Homeowner expects larger-than-normal amounts (as determined by management) of trash and/or household items for collection, Homeowner must call Management and arrange for a special dumpster.

(3) Trash from Outside the Park. No trash from outside the park is allowed to be placed in Park dumpsters.

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

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

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

8. VEHICLES

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

B. Minor Repairs/Car Washing. Only minor maintenance and repairs such as checking and adding fluids, windshield wiper and light bulb replacements, *etc.*, may be done on a Homeowner's driveway. This includes and is limited to those operations that can be done in one day, will not result in excessive noise, or use of special equipment such as motor or transmission removal equipment. Changing lubricants (*i.e.*, oil, *etc.*), major repairs, and body work are not permitted at any time. Unless otherwise prohibited by the City of San Marcos, Vallecitos Water District, or other governing authority, vehicles may be washed only in Homeowner's driveway or in the area designated for car washing. They may not be washed or repaired in the street.

C. License/Condition/Appearance. Vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition or are not neat and clean in appearance. No vehicle leaking oil or other fluids is allowed in the Park. Any vehicle dripping oil or gasoline must be repaired immediately. A drip pan may be used temporarily for protection of the asphalt concrete. Excessively noisy vehicles are not permitted. Junk and/or unsightly vehicles and unlicensed vehicles may not be parked anywhere in the Park. All vehicles operated within the Park must be currently registered and licensed for street usage. All drivers must be properly licensed. Any vehicle not meeting these standards may be removed from the Park by Management at Homeowner expense in accordance with the MRL. If it is returned to the driveway or designated parking space in violation of this rule, the vehicle may be removed without further notice. Refer to MRL §798.28.5.

D. Motorcycles. No motorcycles are allowed in the Park at any time. A motorcycle is defined as a two or three wheeled vehicle, powered by an internal combustion engine.

E. Golf Carts, Electric Scooters, Motorized Vehicles, Skateboarding, Roller Skating.

(1) Golf carts or any other 3 or 4-wheeled electric motor powered vehicle (except wheelchairs and mobility scooters) must be approved by Park Management and must be operated in such a manner as not to disturb other Homeowners. Electric scooters are defined as any three or four wheeled vehicle, powered by an electric motor. All vehicles as defined above must be operated on roadways and private drives only and are not allowed to be operated in and around common areas and the Clubhouse. These vehicles are allowed to park in driveways and parking areas in and around the clubhouse when attending park activities, using park amenities, or visiting the office on park business.

(2) Mobility scooters are defined as three or four wheel vehicles with maximum speeds of five (5) miles per hour or less. Wheelchairs and mobility scooters may be operated in and around the clubhouse.

(3) Roller skates, roller blades, skateboards, and/or off-road vehicles are not permitted to be ridden in the Park, nor is any other vehicle which is noisy and would disturb Homeowners. Persons operating a golf cart in the park must have a valid driver's license. Vehicles that require a license to be operated on public streets may not be operated or steered in the Park by any person unless they have a valid driver's license.

F. Bicycles, Non-Motorized Vehicles. Bicycles and non-motorized scooters may be ridden only on the roadways.

G. Vehicle Noise. Any vehicle that creates enough noise to disturb neighbors between the hours of 8:00 pm and 7:00 am daily may be banned from the Park upon receipt of written complaints by Homeowners. This includes diesel trucks, commercial vehicles or any other vehicle, excepting emergency response vehicles.

H. Right of Way. Although homeowner walkers, bicyclists, motorized wheelchairs, and golf carts have the right-of-way, they are expected to keep to the side of the road. Drivers need to be extremely cautious when driving and especially cautious when backing out of a driveway.

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

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

9. PARKING

A. At Homesites. Vehicles parked at Homeowner's homesite may be parked only on the driveway and not on the landscaped or other areas of the homesite. Parking is not permitted on vacant homesites. No trucks greater than 1 ton, motor homes, campers, camper shells, trailers, or other RV's are to be parked in homesite carports.

B. In Streets. No parking at any time is allowed in an area designated as a fire lane. All streets are considered fire lanes. Vehicles parked on the street may be towed away at vehicle owner's expense. Homeowner and guest vehicles may be ticketed by management as a warning, and may be towed away thereafter if the violation persists or reoccurs. Contractors/workers performing work on a Homeowner's home (i.e., construction, handyman, house cleaner, etc.) may park on the street temporarily but must be available quickly to remove vehicle should an emergency response vehicle come through. Management assumes no liability for service vehicles that get pushed out of the way or damaged by an emergency response vehicle. Anyone parking a vehicle on the street does so at their own risk.

C. Guest Parking Areas. Guest Parking spaces are reserved for guests' vehicles. A homeowner may not park in a guest parking area for extended periods without prior written approval of Park management. Homeowners may park in guest parking for temporary periods of time when visiting another homeowner or when their guest's vehicles are parked in homeowner's driveway. Whenever possible, Homeowner should notify management if they have reason to temporarily park in guest parking to avoid being towed. The parking spaces at the laundry facility may be utilized during laundry room use or as guest parking spaces.

10. RECREATIONAL VEHICLES

A. RV Storage Area. Recreational vehicles (RV's) (i.e., campers, camper shells, motor homes, trailers, buses, trucks over one ton, and boats, etc.) may only be parked in the RV parking lot. Homeowner must apply to Management for permission to park there, must pay the fee in effect, and must provide Management with proof of registration and current insurance or any documentation reasonably requested. The vehicle being stored in the lot must have a valid registration. Management will not be responsible for loss or damage due to fire, theft, storm, vandalism or any other cause.

B. Loading and Unloading. RV's or trailers may be parked in the driveway, or on the street (at Homeowner's own risk), or in a guest parking area on the day of departure or the day of return from a trip up until midnight for the purpose of loading, unloading or cleaning the inside of the vehicle. Leaving flashing hazard lights on is suggested.

C. At Homesites. No motor homes, campers, camper shells, trailers or other RV's are to be parked in homesite carports.

11. COMMON AREA FACILITIES

A. Use. Park facilities are designed primarily for the enjoyment of the Homeowners. Homeowners may use common facilities upon coordination and scheduling with management. Scheduled park activities have priority. Use of the facilities shall be in accordance with the hours and rules posted at the facilities themselves, in addition to the R&Rs contained herein. The facilities may be closed from time to time for cleaning and repairs. Homeowners may not rent out any Park facility. Under no circumstances may any Homeowner or homeowner invite, solicit or allow the entry of the general public into the common areas. The facilities are for the use of the homeowners and their invited guests as their private place of

recreation and enjoyment, and not provided for public use. Any activity in violation of this rule shall result in disapproval for such activity.

B. Alcoholic Beverages. No drinking of alcoholic beverages is allowed in or around the main clubhouse including the swimming pool and spa areas except at designated Park functions and otherwise as approved by management.

C. Smoking. Smoking is prohibited in the clubhouse, pool, and spa areas. Smoking is prohibited within 50' of any clubhouse entrance and this includes doors to various rooms such as the exercise/meeting room.

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

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

12. CLUBHOUSE

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

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

C. Non-Homeowner Reservations. A non-homeowner may not reserve the clubhouse for private functions.

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

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

13. SWIMMING POOL AND SPA RULES

A. Safety. THERE IS NO LIFEGUARD AT THE POOL, THE POOL IS NOT SUPERVISED BY THE MANAGEMENT, AND NO PARK PERSONNEL HAVE ANY TRAINING OR PROFICIENCY IN LIFE-GUARDING, RESCUE OR MEDICAL TREATMENT AND OWNER STRONGLY RECOMMENDS THAT HOMEOWNERS DO NOT SWIM ALONE! PERSONS USING THE POOL MUST DO SO AT THEIR OWN RISK. The pool, spa, and saunas are for the exclusive use of the homeowners and their guests.

B. Posted Rules. Hours and rules for use of these facilities are posted. Children under the age of three (3) years are not permitted in the water. Children under the age of fourteen (14) years are not permitted in the spa or sauna except with homeowner adult supervision. Persons under 18 years are only permitted in the pool and spa areas during the posted children's hours.

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

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

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

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

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

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

1. The pool facilities are used and occupied at your sole risk and peril.
2. Access to the pool facilities is based on the understanding and agreement that there are inherent risks of injury and harm posed in the use and presence of the facilities.
3. The facilities pose inherent risks of injury and harm even when utmost caution and care is exercised by homeowner and members of the household, and guests and invitees.
4. Homeowner shall take all reasonable precautions to avoid unreasonable risks of harm.
5. Use and occupation of the pool facilities is therefore conditioned on homeowner's understanding, awareness and agreement that failure to take due regard for one's own safety and well-being may result in injury or death to homeowner and others.
6. Despite these inherent risks, homeowner shall, on behalf of all members of the household, guests and invitees, assume all risks and release owner and hold owner harmless from all claims, demands, and lawsuits for injury, damage or other harm, loss, expense caused in or about the pool facilities as now provided. This release means that Homeowner voluntarily assumes all risk, known and unknown, of harm, bodily injury, death, loss or property damage resulting or arising from the presence, observation, use or participation while upon or about the recreational facilities. This release shall not be construed to release the Owner or management from liability for willful misconduct, but shall include negligence, gross negligence, and shall be construed to be a release of liability to the fullest extent permitted by law.

14. LAUNDRY FACILITIES

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

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

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

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

15. PETS.

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

B. Pet Indemnification. Homeowner has sole discretion and therefore sole responsibility for the choice of any pet or other animal brought into the Park and onto the Homesite. Homeowner therefore guarantees that the keeping of any animal on the Homesite will be safe, quiet and without complaint of any kind from other homeowners. Homeowner is therefore solely liable for any injury, damage, or other loss, expense, harm, liability, claim, demand, suit and cause of action arising from or substantially the result of the keeping or loss of control of an animal. Homeowner therefore agrees to indemnify and hold Owner, its employees, agents and representatives free and harmless from all liability, including the provision of a defense, and including all claims, demands, suits, controversies, causes of action, loss, damage, injury, expense, attorney's fees, costs and other liability of whatever kind which relates to the keeping or loss of control of an animal on the Homesite.

16. FEES.

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

17. HIRING PARK PERSONNEL.

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

18. INSURANCE.

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

19. ATTORNEY'S FEES AND COSTS.

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

20. INDEMNIFICATION.

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

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

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

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

D. Applicable Law Prevails. The undersigned further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This release shall be construed as a release allowed to the fullest extent of the law and in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940 (2011).

21. INCOME CERTIFICATION FORM.

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

B. Duty of Periodic Certification: All homeowners must provide Park Management with a completed Income Certification Form, which will confirm personal income and other demographic information. Each certification form must be returned within fourteen (14) days of receipt. Income Certifications shall not be disclosed to any third parties (i.e., to persons who are not employees or agents of the non-profit owner) unless required by Court order or other authority or legal obligation. Such certification is required annually.

22. AMENDMENTS TO RULES & REGULATIONS.

A. Rules Committee: In accordance with City of San Marcos Resolution 2001-5721, the PEWRA Board and Palomar Estates West Rules and Regulations Committee are responsible for reviewing, negotiating, and approving or rejecting any amendments proposed by the Park Owner/Operator (Millennium Housing and/or its designated management agent) to the Park's R&Rs. The Rules and Regulations Committee may approve or reject any amendments proposed by Park Management.

B. Procedure for Disputed Amendments: In the event that the Rules and Regulations Committee rejects an amendment proposed by the Park Owner/Operator, Park Owner/Operator may submit the proposed amendments directly to all homeowners for a vote. If the Rules and Regulations Committee and/or the homeowners accept the proposed amendments, they may be implemented immediately following the required meeting with homeowners and their signatures on the new rules.

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

23. PARK PERSONNEL.

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

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

24. UTILITY INTERRUPTIONS.

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

B. Caution: intermittent power interruptions are followed by restoration of electricity which may cause surges in electrical power. Owner is not responsible for the disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises which are caused by the serving public utility. Homeowner agrees that Owner is fully and unconditionally released and discharged from any and all liability which arises as a result of the acts and omission of the serving public utility. It is the responsibility of the Homeowner, exclusively, to exercise prudent care for property which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises. Accordingly, Homeowner has the responsibility to take the precautions set forth below.

C. Use Surge Protectors: Homeowner shall obtain and use surge protectors for the protection of their property, especially for computer equipment, stereo equipment, radios and other electrical appliances, devices and products which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service. Unplug heat-producing items such as irons or portable heaters to prevent a fire when power is restored.

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

E. Turn off Appliances and Equipment If Power Is off: In the event of disruption of utility service, turn off and unplug all computer equipment, stereo equipment, radios, appliances and other electrical equipment, except for a single light bulb, which will be the signal Homeowner's power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.

25. HOMESITE BOUNDARIES.

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

26. ENTRY UPON HOMEOWNER'S HOMESITE.

So long as Owner does not unreasonably interfere with use of the homesite, Owner may enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, inspection and picture taking of violations relating to management's request for compliance with R&R's, reading of the meters and service of notices, maintenance of homesites, to gain access to other homesites or areas of the Park or other improvements in order to make repairs or undertake other maintenance, and to add or replace improvements. Homeowner shall close all windows for landscape maintenance of common areas, the homesite or other areas, to attenuate noise, dust and debris from leaf blowers and other equipment, from entering the mobilehome. Such routine maintenance responsibilities of the management will be carried out during business hours. Owner may enter the mobilehome without prior written consent in the case of an emergency or where Homeowner has abandoned the mobilehome, or otherwise in accordance with the MRL.

27. NO RECORDING OF INTEREST.

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

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

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

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

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

29. INCORPORATED DOCUMENTS.

These R&R's, the MRL, the additional documents referred to herein, and posted signs throughout the Park are incorporated into the rental agreement. Homeowner agrees that each document referred to by reference in these rules and the rental agreement, or any other incorporated document, and posted signs are binding and effective immediately upon moving into the Park or entering the Park as a guest, and that Homeowner, homeowners and all guests are bound by all of the terms and conditions of these documents and posted signs as they may be changed in accordance with the law.

30. CHANGES TO RULES AND REGULATIONS AND SEVERABILITY.

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

31. PARAGRAPH HEADINGS.

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

FHAA Fair Housing Policy
EQUAL HOUSING OPPORTUNITY:

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

Reasonable Accommodation Policy

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

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

For example, a reasonable accommodation may include:

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

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

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

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

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

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

1) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____

2) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____

3) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____

4) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____