

GOOD NEIGHBOR POLICIES

FOUNTAIN OF YOUTH SPA & MOBILEHOME PARK

These “Good Neighbor Policies” Are Written with Your Peaceful Enjoyment in Mind, for the Overall Benefit of the Community, and Are Intended to Protect the Comfort, Health, Happiness and Investment of Each Resident.

THESE ARE THE RULES OF FOUNTAIN OF YOUTH SPA RV RESORT & MOBILEHOME PARK (REFERRED TO AS “PARK”). THEY HAVE BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. VIOLATION OF THESE RULES WILL GIVE FOUNTAIN OF YOUTH SPA RV RESORT & MOBILEHOME PARK CAUSE TO EVICT ANYONE LIVING IN THE MOBILEHOME PURSUANT TO SECTION 798.56(D) OF THE CALIFORNIA CIVIL CODE, AND/OR CAUSE TO OBTAIN AN INJUNCTION AGAINST THE TENANT, ENJOINING THE HOMEOWNER(S) OR THEIR GUESTS FROM FURTHER RULE VIOLATION, PURSUANT TO SECTION 798.88 OF THE CALIFORNIA CIVIL CODE. A NOTICE OF VIOLATION OF THESE RULES WILL BE SENT TO ANY REGISTERED OWNER AND LEGAL OWNER OF THE MOBILEHOME AS REQUIRED BY THE MOBILEHOME RESIDENCY LAW.

IF ANY OF THESE RULES ARE UNCLEAR, PARK MANAGEMENT SHOULD BE CONTACTED FOR AN EXPLANATION. THESE RULES MAY BE CHANGED FROM TIME TO TIME AFTER THE PARK HAS MET AND CONSULTED WITH THE HOMEOWNER(S) UNDER THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW UPON PROPER NOTICE. BY EXECUTING THE RENTAL AGREEMENT OR LEASE TO WHICH THESE RULES PERTAIN, HOMEOWNER(S) ACKNOWLEDGE(S) THAT THEY ARE IN EVERY RESPECT REASONABLE AND "CONSENT" TO THEM.

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1. LEASE AGREEMENT: Homeowner shall not violate any terms or conditions of the Rental or Lease Agreement that is in force between Homeowner and Park.

a. Homeowner must pay all rent, utilities, and other charges within 21 days of invoice. If rent, utilities, and other charges are not paid by the 30th day, Homeowner may be required to pay a late charge of \$20.00. Park may charge an additional \$50.00 fee for checks returned for insufficient funds or any other reason. Assessment of late charge shall not constitute a waiver of any default by Homeowner and shall be without prejudice to the rights of Park to seek eviction, rent damages, or other legal remedies or equitable relief.

2. SPACE OCCUPANCY/USE OF SPACE: Only persons who have applied for and have been accepted as tenants shall occupy a mobilehome on the leased space. The registered owner of a mobilehome on the leased space must apply and qualify for tenancy and must occupy the mobilehome upon acceptance to reside at the space. Each applicant for residency must acknowledge that his/her application for residency will be accepted solely based upon his/her application and qualifications and not those of any other persons. When homeowner transfers ownership or possession of the mobilehome (by sale, gift, inheritance, or otherwise), the new or remaining residents and all persons who regularly reside with them, must apply for individual tenancy.

The persons allowed to occupy a space within the park shall be only those persons listed on the rental agreement. The maximum number of persons allowed to occupy a space shall be limited to two persons per bedroom plus one. No other persons shall be allowed to reside on the space without the express written permission of the Park or as provided below. The Homeowner shall ensure that at all times during the rental period or renewal, at least one of the individuals occupying the mobilehome must be the legal or registered owner of the mobilehome. The space shall be used for residential purposes only.

a. **Guests:** Homeowner is allowed to have guests stay at his/her home; however, said guests must agree to abide by all Park rules. Homeowner is responsible for the actions and conduct of his or her guests. Park reserves the right to remove any objectionable guest. **Day Guests must be accompanied by Homeowner at all times while visiting at the Park and using the Park's facilities or common areas.** Homeowner is not allowed to have others reside in his/her home during Homeowner's absence from the Park without the express written permission of the Park which may withhold said permission at its sole discretion.

All guests who come into the park to visit and or use the facilities, will not be admitted unless homeowner notifies (via Guest form) the **gate office** in advance of guests' name(s) and expected time of arrival, and guest(s) is/are met by homeowner, at the gate, upon arrival.

Guests remaining in the Park more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register with the Park management and apply for permanent guest status as indicated below so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Park management.

The Park may charge any Homeowner a fee of \$5.00 per day for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year; or an additional charge of \$50.00 per month for any "Long-Term or Permanent Guest," as described below, to cover administrative and usage costs incurred as a result of the additional person in the homesite, unless, in either case the guest is a member of the Homeowner's immediate family as defined in Civil Code §798.35, or is a guest pursuant to Civil Code §798.34 (b).

b. **Long-Term or Permanent Guests:** Any guest wishing to stay with a Homeowner more than 20 consecutive days or thirty (30) days (whichever occurs first) in any calendar year, including immediate family members or guests pursuant to Civil Code §798.34 (b), must apply to the Park for permission to reside with the Homeowner as a "Long-Term or Permanent Guest." The Park may accept or reject the application if the management reasonably determines that, based on the park rules, the applicant's prior tenancies or conduct while a guest in the park, he or she will not comply with the rules and regulations of the Park. **In any case, such "Long-Term or Permanent Guest" shall have no rights of tenancy in the Park** and shall comply with the Park's rules and regulations.

All "Long-Term or Permanent Guests" must sign a separate agreement with the Park acknowledging their status as guests and not tenants, and agreeing to comply with the Park's rules and regulations and other conditions of the agreement, as a condition of acceptance of their application.

Homeowners will not be permitted to let others use their mobilehome in their absence without prior management approval.

c. **Pets:** Homeowners desiring to keep a pet in the park **must first obtain written permission from management, for each pet**, and Initial the space below agreeing to abide by the following pet rules. Common domestic house pets (cats, dogs, birds) will be allowed to stay in the Park provided they: 1) are licensed and vaccinated in accordance with all state, city and county requirements, 2) remain on a leash at all times, or are contained within the space whenever homeowner is present and inside the home whenever homeowner is away from the house, 3) are quiet and do not disturb neighbors, 4) are on a leash at all times, accompanied by homeowner or his/her agent, whenever away from the space and 5) are cleaned up after. Pets are not allowed in any of the community facilities, or within 20 ft. of community buildings. Management reserves the right to limit the number of pets a Homeowner may keep in the park to 2 (two). Violation or failure to comply with any of these guidelines may result in homeowners' loss of the privilege to keep a pet and /or other legal action. Initials _____

d. **Subleasing:** No subleasing or assigning of any space or tenancy is permitted.

e. **Transfer of Ownership:** At any time a Homeowner wishes to sell his or her mobilehome, which is to remain in the Park upon resale, the Homeowner shall ensure, prior to transfer of title, that the prospective purchaser shall apply, and be accepted, for tenancy in the Park. Homeowner herein agrees that if he or she transfers title to his/her

mobilehome prior to the prospective purchaser being accepted for tenancy and signing a lease or rental agreement with the Park, that Homeowner herein shall bear whatever costs the Park may incur, including attorney's fees, as a result of such transfer of ownership.

f. **Resale:** No Sale on Site of any Recreational Vehicle over 30 years old. Any RV over 30 years old must be removed from the space upon sale (or transfer) to a third party. After sale, the unit will be allowed to occupy an available space for no more than 6 consecutive months per year. Homeowners with RVs over 30 years old will not be permitted to add or change existing homeowner names.

60 days Prior to selling any mobilehome (or RV), Homeowner must inform Park management, in writing, of his/her intent to sell and furnish information regarding any agents working on behalf of the Homeowner.

If the homeowner intends to sell the mobilehome to remain in the park, Park management reserves the right to perform an inspection of the exterior of the mobilehome, space, landscaping and all accessories and additions to the home and space, so that items requiring repairs or maintenance may be noted, in writing and returned to homeowner within 10 business days.

All items noted must be completed by homeowner, prior to sale or transfer as a condition of allowing the home to be sold on site. Such repairs and maintenance shall include any items listed in the "architectural standards" section of these rules, the lease agreement, as well as items governed by state and local laws and ordinances.

Homeowner may make a written request to the Park to receive a written summary of repairs he or she will be required to make prior to sale. Upon 10 business days following said written request, Park shall provide owner a written summary of the repairs, maintenance or improvements it requires to be made to the mobilehome, space, or accessory structures.

Any mobilehome that shows visible obsolescence, is in run down condition, or in disrepair, if sold, shall remain in the park only upon repair, improvement and modernization of the home to a condition in compliance with park standards as set forth in these Rules and Regulations. The Management reserves its rights under Civil Code §798.73 to require removal of the mobilehome upon transfer in order to upgrade the quality of the park community.

3. ARCHITECTURAL STANDARDS:

Mobilehome: All mobilehomes moved into the Park must obtain prior approval by the Park before being located on any space within the Park. Any mobilehome moving into the Park shall be installed according to Park specifications, management direction and in compliance with all applicable government regulations. Each mobilehome must bear a current annual license (or HCD registration), and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory structures.

The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including but not limited to installation of the mobilehome, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Park may require work be completed, and inspect or approve something, it is for the Park's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

Exteriors: Homeowners must ensure the following:

Exteriors of mobilehome will be kept clean, neat and in good repair. Patio furniture and barbecue equipment, that are neat and clean are the only freestanding items permitted outside of the mobilehome, without approval and written permission of management. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of management. **A sewer shut off valve** is to be installed and maintained in working order by homeowner, at the connection of sewer line to home. All utility connections will be kept in safe, leakproof, accessible and operative condition at all times. **A clear line of access to the utility pedestal** of no less than 36 inches (3 feet) on at least 3 sides must be maintained at all times. Utility connections must not be obstructed or covered by landscaping, appliances, or structures of any kind.

Accessories / Equipment / Structures: Within sixty (60) days of placing a mobilehome on a mobilehome site, Homeowner shall, at his/her expense, install skirting and improvements for steps, in accordance with these Rules and Regulations.

Installation of all exterior accessories, structures and/or modifications on a mobilehome site, including, but not limited to porches or decks, steps, storage sheds, room additions, exterior painting, roofing, gutters, fences, landscaping, exterior lighting must be approved by management in advance. Homeowner must complete and turn in a "Request for Written Permission" form and must obtain written approval by management **before** incurring any costs associated with the change, and prior to application for building permits and/or start of work. No wood lattice will be permitted. Plastic lattice is allowed for approved fences and screens. Copies of all government issued permits and approval must be turned into park office for record keeping.

a. **Awnings and Skirtings:** All awnings must be of prefabricated aluminum awning material in good condition. A manufactured aluminum, vinyl, or masonite type skirting to match siding of home is required completely around the home and deck where applicable. No lattice, wood, wire or other material is allowed for skirting.

b. **Steps/Porches/Storage Shed:** Each mobilehome, where possible, will be required to have two (2) (front and rear) sets of steps, with landings, and approved railings around any porches, platforms, or stairs more than 30" high. Porches must be skirted with same material to match home skirting. Each space may have up to two storage sheds of approved, pre-manufactured materials, as long as both combined do not exceed a maximum of 100 square feet and must be placed on the carport side of the home at the rear end of the driveway or as otherwise directed by management.

c. **Room Additions:** Room Additions (where allowable by law), Patio enclosures and Screen Rooms are allowed with prior approval from park management, as space allows. No wood (stick-built) construction is permitted - only pre-fabricated or manufactured enclosures. After approval by management, a building permit must be obtained from the county, prior to start of work. Tenant must submit building permit Final Approval, from the county, to the office before using or occupying permitted space.

d. **Air Conditioners:** No window or central air conditioners are allowed without prior written approval of Park. Evaporated roof-type coolers may be used in any mobilehome but must be painted to match the mobilehome.

e. **Accessory Equipment:** Prior to commencing installation of or changing the exterior accessory equipment and structures, or installation of or change in any appliance which is to be connected to the electrical, gas or water supply, Homeowner shall submit for the Park's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner proposes to install or change. There shall be no more than two (2) appliances outside the home. Any accessory equipment, structure or appliance installed or changed which does not conform with the Park's standards, or applicable government code(s) shall be removed by Homeowner within thirty (30) days of receipt of written notice from Park.

f. **Permits:** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained by the homeowners before construction or installation of certain accessory equipment, structures and appliances and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Homeowner shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park.

g. **Contractors/Repair Persons/Maintenance Workers performing work:** Each contractor or maintenance worker performing work in the Park on the homesite must be registered with the management, and must be properly licensed and insured. It is the Homeowner's responsibility to see that **anyone performing work** at his/her homesite **has proper authorization from management prior to soliciting a bid or commencing work.** Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas or water supplies. The Park assumes no liability, express or implied, for the quality of work performed by contractors or maintenance workers hired by the Homeowner or for any damages sustained. (The terms *repair persons* and *maintenance workers* have been added for clarity and are now used in all current versions.)

h. **Exterior lighting:** Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard. Outside lighting is recommended by Management, within these guidelines.

i. **Utility easements:** Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements.

j. **Antennas:**

Placement of Satellite Dishes. This rule applies to the placement on a manufactured home or leased homesite of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. **Prior written approval by management of location and type of installation are required.** A satellite dish installed by a resident of the Community must be affixed to the resident's home or improvements or the ground within the resident's homesite in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited.

Placement of Television Antennas. This rule applies to the placement on a manufactured home or leased homesite of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive community, residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, **prior written approval by management of location and type of installation are required.** Antenna must be affixed to the resident's home or improvements or the ground within the resident's homesite in a location not visible from the street. The antenna must be no higher than 12 feet above the roofline or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard.

4. LANDSCAPE REQUIREMENTS: Each Homeowner may landscape and shall maintain his/her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Park Management's prior written approval. Landscape of homesite or changes to existing landscape shall be completed within ninety (90) days of the date work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent of the Park prior to digging or driving stakes or rods into the ground.

a. **Landscape Standards:** The Park's general landscape standards are: (1) The Park encourages Homeowners to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned; (2) If rock is incorporated in the landscape plan, no more than two-thirds of the available space shall be covered with rock. The remaining portion shall be planted with greenery (shrubs, lawn, flowers, etc.). Plastic ground cover should be placed under the rock to prevent weeds from growing up through the rocks; (3) The Park must approve the type of trees planted; (4) No statues, plastic fountains, birdbaths, or fencing is allowed without express written permission of the Park which may withhold said permission at its sole discretion. (5) Outdoor / Astroturf type carpeting may be used as ground cover - no other type of carpeting may be used outside.

When vacating lot, you may with the Park's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave 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 space and will be the property of the next resident of the space and may not be removed without Park permission.

5. MAINTENANCE:

a. **Space/Mobilehome:** Homeowner shall maintain the homesite, home and all structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances, and maintained in good repair and condition. Homeowner is responsible for any damage caused as a result of digging upon the space.

All trash must be kept in a concealed place, and Homeowner shall not litter any area of Park nor shall any trash or rubbish be stored outside the mobilehome. All recyclable items must be kept in Homeowner's shed or trash containers. Trash includes all grass cuttings, leaves, and other yard debris.

Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests.

b. **Outside Storage:** Unless specifically permitted by the Park's written statement, nothing may be placed or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be stored beneath the mobilehome, except hitches, wheels and lights removed from the mobilehome. Homeowner may maintain no more than two (2) storage sheds on Space, as long as both combined do not exceed a maximum of 100 square feet, and the location is pre-approved by Park management. All storage sheds must be of approved, pre-manufactured materials, painted to match the exterior of the mobilehome, and kept in good condition.

c. **Damage Repair:** If any portion of the exterior of the home or its accessory equipment or structures or homesite area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, downspouts, skirting, steps or porch. Homeowner must obtain Park's consent prior to doing any major repair or painting of the exterior of his/her mobilehome or storage shed.

d. **Pedestal Area:** The utility pedestal area (electric, gas, water and sewer hookups) A clear line of access to the utility pedestal of no less than 36 inches (3 feet) on at least 3 sides (4 sides for installations after 1997, where pedestal is the lot line) must be maintained at all times and shall not be covered or obstructed in any manner. If the Park's water shut-off valves, or sewer clean-out pipes, for the main lines are located on Homeowner's space, it must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

5.a. LANDSCAPE / TREE MAINTENANCE:

All landscape shall be maintained in a neat, orderly, clean and weed-free condition. Where a homeowner's site adjoins a bank(s) the homeowner is responsible for the maintenance of their half of the bank(s) (either from the bottom/toe of the bank, halfway up, or the top edge of the bank, halfway down).

All trees, shrubs and bushes on Homeowner's site must be maintained by Homeowner including trimming to remove dead limbs or foliage and to avoid overhanging or other interference with any utilities, neighboring lot, or road. Park reserves the right to enter onto Homeowner's property to remove or modify any tree or shrubbery that constitutes a health or safety hazard, including but not limited to; fire or threat to life and property hazards, root systems which cause cracking and buckling of paved areas, or pipe blockage. If a tree or shrubbery located on Homeowner's property is a health or safety hazard as a result of Homeowner's failure to maintain the tree or shrubbery, Homeowner shall be liable for any injuries caused or costs expended by Park to abate the hazard.

Trees, shrubs and bushes including those located on Homeowner's homesite, may not be removed by Homeowner without the Park's written consent unless the removal is requested by the Park.

5.b. CHARGE FOR FAILURE TO MAINTAIN:

In the event of failure to properly maintain the space and homesite in a neat and orderly, well-kept state, including maintenance and trimming of trees and landscape, upon fourteen (14) days notice, Park management may enter upon Homeowner's site and proceed to have such work done in order to return homesite to compliance with maintenance standards, and charge Homeowner the amount so incurred, payable within 30 days.

6. DAMAGE TO INDIVIDUAL SPACES: Homeowner agrees that all personal property including the mobilehome placed on the site shall be at Homeowner's risk and Fountain of Youth Spa Corp. shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water or sewer escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner further agrees to hold Fountain of Youth Spa Corp. harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.

Homeowner shall do nothing to injure, damage or wantonly destroy his/her mobilehome, any accessory, any landscape or other appurtenances located on his/her lot nor to any property belonging to other Homeowners or the Park.

a. **Insurance/Loss:** Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome. The Park is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever which arises by reason of any other cause than the specific negligence or intentional act of management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.

7. VEHICLES:

Allowable Vehicles: Two (2) passenger vehicles, pickup trucks or vans used for passenger purposes, and no more than two (2) golf carts are allowed for each homesite unless expressly permitted by Park in writing. Said permission shall be issued by Park at its sole discretion. **Homeowner's vehicles must be operable and have a current license.** Any other vehicles owned by Homeowner must be parked in the storage area, under a separate storage agreement, or out of Park.

Parking and Use: Parking of Homeowner's vehicles is permitted only on Homeowner's homesite and may only be parked on the driveway. Street parking is allowed only to load and unload, provided the street is not blocked. **Guest vehicles may be parked on street, if there is no room in driveway, for no more than 4 hours. Overnight guests must park in designated guest parking (registration) area.** No Homeowner or guest may park in any area designated as a fire lane.

No vehicle may be parked overnight on the street. Homeowner shall not park in areas designated as guest parking without express written permission of Park which may withhold such permission as it so deems.

Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Park management, in writing, in advance.

Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense.

No Homeowner may park recreational vehicles (RV's) on the Space. RV's may only be parked in areas in the Park specially designated for RV parking. Homeowners interested in storing their RV at the designated area should consult Park management for a Storage Agreement and fees. RV's may be parked at the space for purposes of loading and unloading, with the parks written permission, for a period of time not to exceed 3 days. RV's may never be plugged in or connected to space utilities at any time. A motorhome may be parked in the driveway, with the permission of the park, if it is the tenants only means of transportation **and** space allows.

All vehicles must be operated in a safe manner at all times. Residents and their guests must obey all posted traffic control signs, (e.g. stop signs, no parking signs, speed limit signs, etc.).

a. **Maintenance:** Resident's vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Park. **Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Park until repaired in order to avoid damage to property or personal injury.** Except for minor maintenance, no repairs or other work of any kind on any vehicle, boat or trailer may be done in the Park or storage area. **Absolutely no changing of oil, transmission fluid, or antifreeze in Park or storage area.**

b. **Other Vehicles:** Golf Carts and Off-Road vehicles that comply with all state requirements may be driven in a responsible manner within the park by adults licensed to drive such vehicles on public streets. Bicycle riding is permitted providing care is taken not to interfere with foot or motor traffic. Licensed street-legal motorcycles may be ridden in an orderly and responsible manner provided they are not loud and disturbing. No vehicles are allowed on sidewalks. **Failure to drive or ride in a responsible manner, or to follow posted traffic signs, may result in a rule violation notice and potentially termination of tenancy.**

c. **Storage:** No boats, campers, travel trailers or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area and only upon execution of an agreement with Park and at the prevailing rental rate.

d. **Washing:** Vehicles may only be washed at the area designated in the Park for such purpose. Only residents and guests of Park are permitted to use the Park car wash.

8. COMMON AREAS:

A. It is strictly forbidden for any Homeowner, or his/her guests to enter onto or use for any purpose any portion of any vacant space within Park.

B. Homeowners and their guests are not permitted to engage in any dangerous, reckless, injurious or harmful activities in the streets or common areas of the Park that may result in injury or damage to Park property.

C. Bicycles, skates, skateboards, rollerblades, scooters, etc., are permitted on the streets and established trails only; they are not permitted on ramps or sidewalks to avoid injury to other persons and Park property.

D. No bicycles, skates, skateboards, rollerblades, scooters, etc., are permitted in the recreation halls, office area, pool area, laundry area, or shuffleboard or bocce courts or other common areas of the Park.

E. All bicycles, skates, skateboards, rollerblades, scooters, etc., must be used in a safe and careful manner in accordance with traffic laws, and any other applicable laws or statutes. Such activities are undertaken at Homeowner's own risk, and Homeowner agrees to hold the Park harmless and indemnify the Park for any and all damages, including any damages to Park property, which might be caused as a result of Homeowner's participation in such activities. **California law requires children under 18 years of age, wear a helmet at all times while riding a bicycle.** *Park requires children under 18 wear a helmet at all times when riding or using any of the wheeled devices mentioned above.*

F. No one may allow any nuisance or waste in the Park. No one may encroach or trespass in any area which is not intended for general use by the residents and their guests. For example, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services, must be avoided and not tampered or interfered with.

G. No one may alter existing drainage grading of the Space without the Park's consent.

H. No one may dispose of any oil, gasoline, and other toxic chemicals in the Park under any circumstances. All chemicals of this nature must be disposed of in authorized toxic disposal sites.

- I. With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and 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 30 days in any other case except where exigent circumstances justify a delay.
- J. Any Homeowner or other resident who discovers any condition in the Park requiring repair must bring the condition to the Park manager's attention as soon as possible.

9. RECREATION RULES:

The Park facilities are provided for the use of the Homeowners, residents, and the Homeowners' guests and for no one else without the prior permission of the Park. Use of the facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.

a. **Use by Individuals:** The Park's clubhouse and recreational facilities may be used by Homeowner, residents, and guests daily, with the exception of scheduled uses. Guests under 18 years of age shall at all times be accompanied by the Homeowner while using any of the recreational facilities.

No alcoholic beverages may be consumed in any area of the Park which is open to all Homeowners and guests, without manager's prior written permission designating the facility and function where alcoholic beverages may be consumed. The function organizers will be responsible to ensure that the consumption of alcoholic beverages will not be excessive. In no event will alcoholic beverages be permitted around the pool area.

b. **Clubhouse / Halls:** The use of the clubhouse/halls by Homeowner and guest is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a request in advance. Said parties must not conflict with Park planned activities. No resident may rent out any park facility and collect a fee for same.

Facilities hours, rules and regulations are posted in each facility. No one may use or attempt to use Park facilities at any time other than those posted at the facility.

c. **Swimming Pool:** THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HIS/HER GUESTS IS AT THEIR OWN RISK. Children under 18 years of age must be accompanied by an adult Homeowner. The use of the swimming pool by the Homeowner and his/her guests is restricted to the rules and hours posted at the pool. Homeowner must vacate the pool together with all guests at the direction of the management if management determines that posted rules are being violated or if the pool needs to be closed for any purpose.

10. COMPLIANCE WITH LAWS:

Homeowner shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to, Homeowner's mobilehome. Homeowner shall not permit any guests to violate any local, state or federal law while on Park premises. Homeowner acknowledges that a violation of this provision will be grounds for his or her eviction from the Park.

In addition, Homeowner shall immediately correct any deficiency noted in any Park or public agency health and safety inspection for which the Homeowner is primarily responsible.

11. COMMERCIAL ENTERPRISE OR SOLICITATION: No Homeowner may engage in any type of commercial business, at their homesite, which requires entry of others to the park or use of the park water, sewer, or mail service. ***Park does not endorse, promote, or take responsibility for any work or services performed by homeowner for or on another homeowner or anyone else. Any homeowner contracting with another homeowner for services or work does so at their own risk and hereby releases the Fountain of Youth from any liability.*** Garage, patio, or rummage sales are permitted on the homesite, with prior permission from management. No commercial solicitation is permitted in the park. Other solicitation may be permitted only with prior approval by management. ***Only In-park Services are permitted.***

12. PARK PERSONNEL: Residents shall not request assistance from Park employees for personal reasons during their working hours, except in emergency situations. Any Resident hiring any Park employee hereby understands that the employee is not covered by the Parks insurance for private jobs that they might do for Residents during their off-hours time.

13. HOMEOWNER COMPLAINTS: Homeowner complaints regarding Park facilities and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the residents of the park to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. City or county authorities should be notified by Homeowner when appropriate. Documentation of Homeowner complaints regarding the conduct or activities of other tenants must include details such as the nature of the complained-of activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files. Should the situation escalate into a park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or delivered to the Manager in the Park office.

14. RESIDENT CONDUCT: Homeowner and his/her guests may not engage in or allow any conduct which is a substantial annoyance to other tenants or management, is illegal under local, state or federal law, or threatens damage to property. Quiet Hours are from 10 pm to 7 am. Loud music or television, machinery, barking dogs, yelling, throwing objects, excessive traffic, or other activity which disrupts the quiet enjoyment of neighbors, is not allowed at any time.

Persons under the influence of alcohol or any illegal substance shall not be permitted in any area of the Park which is generally open to Residents and guests.

The above rules and regulations and all separate rules and regulations whether published or posted in Park facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

HOMEOWNER, BY SIGNATURE BELOW, ACKNOWLEDGES THAT HE/SHE **HAS READ THE ABOVE RULES AND REGULATIONS AND AGREES TO ABIDE BY THE SAME DURING HIS/HER RESIDENCY IN THE PARK.** THESE RULES AND REGULATIONS MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. HOMEOWNER FURTHER ACKNOWLEDGES HAVING RECEIVED A COPY THEREOF.

DATE: _____

HOMEOWNER Signature

SPACE NUMBER _____

HOMEOWNER Signature