

ACKNOWLEDGEMENTS

1. No escrow may close / no sale of the mobilehome may be completed until a mutually executed agreement has been placed in escrow or included in the sale contract at least 72 hours prior to the date for the close of escrow or completion of the sale.
2. You acknowledge having received, read and understood a copy of the attached Mobilehome Residency Law, Rules and Regulations.
3. The terms of residency shall be solely governed by law and by the terms of this agreement. No salesperson, broker, financial institution or any person not specifically employed by owner has the authority or right to make statements on behalf of owner. The resident managers have no authority to modify this agreement. This is the exclusive agreement between us.
4. Park, including title to the real property upon which the park is located, is owned by the Park owner identified in the "SUMMARY OF PROVISIONS." The rules and regulations are an impermanent part of this agreement, and Park Owner may unilaterally amend, add to or delete any rule under Civil Code §§798.25, 798.25.5; each rule is therefore subject to change.

TERMS OF THIS AGREEMENT

1. HOMESITE: Owner rents to Resident, and Resident rents from Owner, in the park and for the homesite identified on page one of this agreement (or "Homesite"). This agreement is entered into as of the date set forth on page one. **Term:** The term of this agreement is as stated on page 1 "SUMMARY OF PROVISIONS". Homeowner has acknowledged that terms offered include a twelve months or less agreement, and that the terms stated are selected from these available choices.

- 1.1 Rent and Other Charges:** Initial Monthly Rent, R. V. storage charges, late charges, pet fees, NSF charges, guest fees, and other charges are as set forth on page 1 "SUMMARY OF PROVISIONS".
- 1.2 Utilities:** Owner shall provide and separately bill to Resident the utilities set forth on page 1 "SUMMARY OF PROVISIONS".
- 1.3** Tenant shall contract directly with the appropriate utility or contractor and shall pay said utility or contractor directly for the services set forth on page 1 "SUMMARY OF PROVISIONS".

2. DEFINITIONS:

- 2.1 "Park"** means the mobile-home park in which the homesite is located, as identified at the top of page one of this agreement.
- 2.2 "Owner"** means management of the Park including the lessor.
- 2.3 "Homesite" or "space"** means the real property rented to homeowner by Owner. The space is defined in this agreement under the section entitled "Lot Lines."
- 2.4 "Tenant" or "Homeowner"** is a person who has a tenancy in a mobilehome park under a rental agreement.
- 2.5 "Resident"** is a person who lawfully occupies a mobilehome at the park under a rental agreement with a homeowner. A prospective homeowner, purchaser or anyone else who has not been approved for tenancy at the Park shall not be deemed a Resident.
- 2.6 "Owner Approval" or "approval of Owner"** means: Owner's prior written consent.

3. RENT: Tenant shall pay as rent to Owner without deduction or offset on the first day of each month:

- 3.1.** The Monthly Rent *may be increased at any time based on 90 days advance written notice in accordance with the provisions of the Mobilehome Residency Law and as allowed by state and local laws.* Rent and all other charges are due in advance on the first day of each month. Utility charges are also due by the first day of each month. Billed submetered utilities reflect prior usage last recorded. If the entire amount owed by you is not paid by 8:00 a.m. on the 6th day of each month, you must pay a late charge specified on page 1 "SUMMARY OF PROVISIONS". You must also pay us a handling charge in the sum set forth for "NSF" checks (returned by the bank due to insufficient funds or for any other reason the bank gives) as specified on page 1 "SUMMARY OF PROVISIONS". All rents and other charges shall be paid by check or money order. We may, however, upon 10 days' written notice to you, require that payment be made in cash, or its equivalent. Monies received for rent or utility payments may be applied to the earliest outstanding sums ("first in, first out") despite payer's instructions or endorsements purporting to restrict application of payment to a specific month or time period, or purporting to extinguish all arrearage due. Partial payments received shall not be construed as an accord and satisfaction or release of other debt, despite payer's purported instructions or endorsements to the contrary. The late charges are not a grace period or an option to pay late.
- 3.2.** All utility charges billed to Tenant by Owner during each month. (Please note: Utility rates for utilities billed to Tenant by Owner are set by the Public Utilities Commission and other governmental agencies. Therefore charges for these utilities and services may be increased at any time in accordance with the rates established by these other parties and no advance notice of increases in these rates will be given to Tenant by Owner.)
- 3.3.** Charges for recreational and other extra vehicles that may be stored in any available recreational vehicle storage are subject to the fees imposed by the Park's Storage Agreement. Recreational vehicle storage is a separate obligation subject of separate agreement. Such fees may be stated on the monthly billing.
- 3.4.** The Guest charge listed on page 1 shall be assessed for each calendar month or any portion thereof for each Guest who has stayed more than a total twenty (20) consecutive days or a total of thirty (30) days in any calendar year. Such guest fee shall commence the day after a Guest has exceeded the grace time specified in the preceding sentence and shall be payable in full for each calendar month or portion thereof. This additional charge for Guests shall not however apply if the Guest is a member of Tenant's immediate family as defined by the Mobilehome Residency Law or if the person occupies the homesite pursuant to Civil Code §798.34.

- 3.5. Guest fees and charges for vehicle storage and utilities not regulated by the Public Utilities Commission or other governmental agencies may be increased upon ninety (90) days notice.
- 3.6. **Monthly Rent Increases:** The monthly rent may be *increased at any time based on 90 days advance written notice*. The amount of the monthly rent for the first twelve months of tenancy will be no different than applicable to any offered long-term lease. After the expiration of the first twelve months of tenancy, the rents may be increased to any amount, and shall not be restricted, as is the case under the required provisions of a long-term lease. The terms of a long-term lease if offered at a time subsequent to the inception of tenancy may be different than any prior offer; management makes no representation on the availability of any long-term lease after inception of tenancy.
- 3.7. If you store or park a vehicle, trailer or the like in the recreational vehicle storage lot, you will be charged the amount set forth on page 1, "SUMMARY OF PROVISIONS" for each vehicle. This charge may, thereafter, be increased at any time on 90 days' written notice to you. This storage or parking will be governed by the terms of a separate agreement, which you will be required to sign and not by the terms of this Agreement. We are not obligated to provide parking for all vehicles and access to the recreational vehicle storage area is on a first-come, first-served basis. The recreational vehicle storage area may also be eliminated on 90 days' written notice and that area used for another purpose.
- 3.8. **Guest Charges:** A guest charge in the amount stated on page 1 "SUMMARY OF PROVISIONS" for each guest staying more than a total of twenty consecutive days or thirty days in a calendar year will be charged. Such guest shall register with management. Homeowner is responsible for all actions and conduct of each guest as though such actions are those of the Homeowner.
- 3.9. **Maintenance of Premises:** As a cumulative remedy, owner may serve notification that unless violations of the rules and regulations respecting the premises are corrected within 14 days, a reasonable fee for maintenance services will be charged. Such charges shall be billed as rent, payable on demand after rendering of the services. This remedy is not an election of remedies and is without prejudice to other available legal remedies. Accordingly, owner reserves the right to terminate tenancy based on a failure of compliance with a seven day notice to cure violations of the Rules and Regulations, and to pursue legal action for injunction or other relief.
- 3.10. **Personal Property Taxes:** You agree to pay before delinquency, all taxes, assessments, license fees, and other charges levied against your property and improvements in or on the space, including mobilehome, accessory structures and equipment. Upon request, you will prove payment in writing. If such is levied against us or our property, or if the assessed park value, space, other improvements, or all, are increased by the value of your property or improvements and if we pay such taxes as a cumulative remedy, you will, on demand, immediately reimburse us in full as additional rent; we may do so regardless of the validity, legality or amount levied or assessed. You may contest or seek relief from any such tax as permitted by law: you hold us free and harmless from all prejudice, if any, caused by payments made on your behalf. Nonetheless, you remain required to pay and reimburse us pursuant of other remedies.
- 3.11. **Security Deposit:** On inception of tenancy, we require a security deposit of up to 2 months' rent. The security deposit is not rent. If you are in default during tenancy, we may resort thereto as a cumulative remedy, applying any or all to cure the default or to compensate us for any damage we sustain resulting therefrom. In such event, you shall immediately pay us the balance demanded, on demand, to restore your security deposit to the original amount. Upon vacation of tenancy, and otherwise as required by law, provided that you're not in default, we will return the security deposit to you. The security deposit is not held in trust, nor segregated from other monies, nor will interest accrue thereon.

4. UTILITIES.

- 4.1 Owner shall provide and separately bill the utilities described below at the rates as set forth on page 1 "SUMMARY OF PROVISIONS," which may include natural gas, electricity, water, sewer service, trash removal service and cable television. If any of the foregoing utilities are provided, the following terms are effective so far as applicable to the respective utility:
 - A. Natural gas and electricity: If these utilities are separately charged (if set forth on page 1 "SUMMARY OF PROVISIONS"), the rate which may be charged for natural gas and electricity usage shall be at the prevailing rates established by the Public Utilities Commission.
 - B. Water: The amount Owner may charge for water, if separately charged (if set forth on page 1 "SUMMARY OF PROVISIONS"), will be at the prevailing rates established by the Public Utilities Commission or other applicable law. If water is not currently separately charged, owner may elect to sub-meter water at such rates on proper notice in accordance with civil Code section 798.32 (without reduction of rent or other charges) or 798.41. Such rate structure may include a minimum monthly service charge.
 - C. Sewer Service: Owner may separately charge for sewer service or cost at any time during tenancy if not separately charged as of the inception of tenancy (see page 1 "SUMMARY OF PROVISIONS"). If so, the amount Owner shall charge Tenant for sewer service shall equal the total annual amount for sewer service to the Park divided by twelve (12) and prorated among the spaces in the Park. In the alternative, Owner may elect to charge Tenant for sewer service in an amount equal to the amount charged by the district for sewer service to a single family residence. Such rate structure may include a minimum monthly service charge.
 - D. Trash removal: Owner shall charge Tenant (if set forth on page 1 "SUMMARY OF PROVISIONS"), the amount billed to Owner by the trash removal company prorated among the number of spaces in the Park.
 - E. Cable Television: Cable Television charges, if any, are as set forth on page 1 "SUMMARY OF PROVISIONS". If not currently provided, the right to do so and charge for, same under Civil Code section 798.32 (without reduction of rent or other charges) or section 798.41 is reserved.

- 4.2 Tenant shall contract with the appropriate utility company or provider and pay directly for all other utilities and/or services as required by Tenant. Management may sub-meter or separately charge for any other utilities provided now or in the future. If so, the rent may or may not be adjusted or decreased accordingly at the time the new charge is effective in accordance with Civil Code sections 798.32 and/or 798.41 at management's election.
- 4.3 Owner shall not be liable for any loss or injury and Tenant shall not be entitled to any abatement or reduction of rent by reason of Owner's failure to furnish any of the foregoing utilities when failure is caused by accident, breakage, repairs, strikes, or other labor disputes or by any other cause similar or dissimilar beyond the reasonable control of Owner. Tenant shall not connect except through existing electrical or natural gas outlets or water pipes on the Homesite any apparatus or device for the purposes of using electric current natural gas or water.
- 4.4 **HOMEOWNER IS RESPONSIBLE FOR MAKING SURE THAT THE MOBILEHOME AND ALL APPLIANCES AND EQUIPMENT IN THE MOBILEHOME ARE COMPATIBLE WITH AND SHALL NOT OVERLOAD THE ELECTRIC SERVICE NOW AVAILABLE, AND OWNER SHALL HAVE NO LIABILITY OR RESPONSIBILITY IF THE AVAILABLE ELECTRICAL SUPPLY IS INCOMPATIBLE OR INSUFFICIENT. ELECTRICAL SERVICE IS LIMITED TO 50 AMPS PER HOMESITE. THIS RELEASE IS NOT INTENDED TO RELEASE OWNER FROM WILLFUL MISCONDUCT OR ACTIVE NEGLIGENCE, BUT ONLY TO THE EXTENT ALLOWED BY LAW. HOMEOWNER AGREES TO FORBEAR FROM CONSUMING MORE AMPERAGE THAN THE EXISTING RATING FOR HOMEOWNER'S HOMESITE, AND TO FORBEAR FROM USING ELECTRICITY WHICH MAY INTERFERE WITH OR DISRUPT SERVICE ON THE LOCAL UTILITY BRANCH CIRCUIT, TO AVOID DAMAGE TO OWNER'S AND HOMEOWNER'S PROPERTY AND TO THE PROPERTY OF OTHERS.**
- i. If the mobilehome, appliances and equipment in the mobilehome are not compatible with the electric service and capacity now available or exceeds available supply at the pedestal, homeowner shall de-amp the mobilehome or discontinue excess demand to ensure against any overloading or causing any disruption in service. Park shall have no liability or responsibility to homeowner if the available electrical supply is insufficient or incompatible. Homeowner is expressly liable for service disruptions caused by excessive demands on the electrical system.
- ii. The quality and availability of such outside services are beyond management control. Accordingly, Homeowner releases Owner from any inconvenience, damage or damages, claim, loss, injury or other liability which relates to outside utility companies, suppliers, and their services and products. Any increase in the cost of utilities or services separately charged will be immediately passed through and paid by Homeowner at such prevailing rates regulated and authorized by the utility companies.

5. SERVICES:

- 5.1. **Physical Improvements Provided:** We shall provide and maintain the physical improvements in the common facilities in good working order and condition. We shall do a reasonable, not perfect job. At present the park provides the common areas and facilities if any as described on page 1 "SUMMARY OF PROVISIONS". We shall provide and maintain all physical improvements and services, which are now in existence and added during the term, including utilities. The physical improvements and services include use of common areas and facilities. Services include the Park Manager and other persons employed by us and utilities specified. Management shall have a reasonable period of time, with respect to the physical improvements in the common facilities, to repair the sudden or unforeseeable breakdown or deterioration of these improvements and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. The period of time to do so shall not exceed: thirty days except where exigent circumstances justify a delay; or, if related to health or safety, as soon as possible, or otherwise as specified by the Mobilehome Residency Law, as it may change from time to time. Homeowners must notify management immediately of any breakdown, interruption, deterioration, or failure of any physical improvement, utility, amenity, facility or service so a response to promptly to fulfill maintenance responsibilities can be given. Management depends on notice to avoid and mitigate loss, damage, injury and other liability by Homeowners' prompt notice when applicable. Homeowners' good faith cooperation is important to enabling management to timely respond.
- 5.2. If at any time you opine that we are failing to comply with our promises to provide and maintain any such physical improvements or to provide such services or utilities, you will immediately serve written notice describing your complaint, and demand to meet and consult as provided by law.
- 5.3. All services and improvements are subject to interruption or closure from time to time due to maintenance, repair, and other stated bases. Air conditioning and heating of the common areas facilities will not be operated on a constant basis but will be turned on as required to maintain reasonable temperature levels consistent with energy conservation requirements.
- 5.4. **Standards for Maintenance:** Ordinary, maintenance and repair consistent with average residential development may be expected, sufficient to maintain serviceable condition. The standard of maintenance and repair shall be consistent with mobilehome parks of similar age, size, location and quality. You also agree that from time to time physical improvements in the common facilities, including utilities, inevitably fail or may prove unsatisfactory to your taste or preference. You agree such events comprise an expectation of tenancy. You also agree to release, discharge and hold us free and harmless from all liability for damage, injury or other loss beyond outside our control. Illustration: utility system failures or interruptions caused in any part by suppliers or others over whom we have no control; the pot-ability (including taste, color or smell) of water if delivered in substantially the same condition as we received; utility failures caused by malicious mischief, others' negligence; equipment/appliance failures in the mobilehome of you or others, or failures or interruptions in utilities on the mobilehome side of the utility pedestal. You acknowledge that the park is not a "security" or controlled-access park. Park streets are frequented by resident invitees often unknown to us. We cannot represent that the park will be free of theft or other criminal conduct, which may be perpetrated by any resident or other persons.

5.5. Events Beyond Our Control: Interruptions, prevention, delays, or stoppage of services and facilities (including utilities) caused in any part by strikes, walkouts, other labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitutes therefor, governmental regulation or interference, judicial orders, fire, flood, earthquake or other disaster or casualty, breakage, repairs and other causes beyond our reasonable control will excuse performance of our obligations in these areas for a period equal to any such prevention, delay, stoppage or repair time. You will remain responsible, without abatement, offset or reduction, for rent, utilities, and other charges. You agree to release and discharge us from all liability, damage, injury or other loss, however occurring, caused in any part by failure of any services or facilities (including utilities) with the exception of our willful misconduct or intentional acts.

5.6. Changes In Rules And Regulations, Etc.: The rules and regulations and other residency documents, this agreement (with the exception of the term and rent provisions) including standards, quality or quantity, or maintenance of physical improvements and services (including utilities), equipment and physical improvements, may be modified, amended, deleted or altered from time to time on lawful notice, including: amendments, additions, deletions or modifications without concomitant reduction, offset, discount in rent or other claim. Thus, owner may add new terms and charges to this agreement, amend or delete age restrictions for residency and use of facilities, if any, amend subleasing restrictions; or, change any other term, provision or rule. Owner shall not be restricted in any way from imposing such additions, deletions and modifications; the majority holdings in *Rancho Santa Paula Mobilehome Park, Ltd. v. Evans* (1994) 26 Cal.App.4th 1139, 32 Cal.Rptr.2d 464, shall have no application to tenancy because the rules and regulations preclude the expectations and understandings of all homeowners to any permanency in the provisions of the rules and regulations or lease or rental agreement.

6. USE AND OCCUPANCY:

6.1. The space is for residential use only. No business or commercial activity. We will terminate your tenancy if you violate this promise, also deemed a rule and regulation. Prohibited are: (a) any acts requiring a business license or permit; and (b) the leasing, subleasing, house-sitting, caretaking, sale, or exchange of mobilehomes; (c) any activity which causes noise, dust, pollution of any kind, increased traffic, unsightly conditions, or any act or omission defined as a public nuisance. No persons other than those listed on the last page of this Agreement or listed on the document assigning this Agreement to another party may reside on the space absent prior written consent. **At all times, at least 1 person obligated under this Agreement as tenant or assignee must be the “legal” or “registered” owner of the mobilehome** and regularly reside in the mobilehome as primary residence.

6.2. You will not commit waste, nuisance, crimes, or unreasonable annoyance to others. You will not cause damage to anyone's property or injury to anyone. You will not maintain, acquiesce in or allow any condition on the space justifying or causing insurance increases in rate or coverage, reclassification, cancellation, or increased risk of damage to anyone's property or injury to anyone, or increased expectancy of maintenance, repair or replacement. We will terminate your tenancy if you violate this promise, also deemed a rule and regulation. A cumulative remedy of injunction may also be sought for any rule violation; if so, you acknowledge that your breach or violation of the promises in this agreement cause irreparable harm without adequate legal remedy. Accordingly, we need not adduce such evidence to warrant equitable relief: we agree the harm is irreparable and that there is no adequate legal remedy.

6.3. The neighborhood environment includes noise and disturbances from others. This is an expectancy of tenancy. We are not obligated to provide a living environment quiet more than average based on tenant character. Please complain about disturbances after seeking prior reasonable disposition and accommodation. We shall be reasonable in the enforcement of rules and regulations, but may require written description of your complaint sufficient to justify termination of tenancy prior to taking action.

6.4. No more than 2 persons per bedroom, plus 1 additional person, may occupy the coach without our permission. Bedroom is defined as a sleeping room as designed by the manufacturer of the mobilehome, and excluding interior modifications.

6.5. You must promptly keep management informed of any change in owner or lienholder registration for your mobilehome.

7. GUESTS:

7.1. You agree to acquaint each guest with all conditions of tenancy including, but not limited to the rules and regulations, deemed incorporated by this reference, as though set forth in full at this point. Thus, tenancy may be terminated for breach of this agreement as a rule and regulation, if not otherwise terminated upon grounds lawfully prescribed. **You are personally responsible for all the actions and conduct of your guests.**

7.2 We will charge the amount set forth on page 1 “SUMMARY OF PROVISIONS” for each guest staying more than a total of 20 consecutive days or 30 days in a calendar year. This additional charge will not apply to an immediate family member, a person sharing possession with the sole tenant living alone, or a health care provider defined by law.

8. MOBILEHOME TRANSFER REQUIREMENTS:

8.1 You may sell or otherwise transfer your mobilehome for continued tenancy in the park in strict compliance with this agreement. If prospective assignee intends to reside in the park:

- (1) Give 10 days' written notice of intent to sell and 60 days written notice of vacation of tenancy;
- (2) Assignee shall fully and accurately complete an application for tenancy;
- (3) Assignee shall permit, by submitting a residency application, procurement of a report from TRW or other credit-reporting agency as to financial history and evictions for our approval;
- (4) Assignee must pay the credit investigation fee authorized by law;
- (5) We may require an assignee interview; Buyer's application will be reviewed and accepted or rejected; if accepted,

(6) Management must have first executed and agreed to a Rental Agreement 72 hours prior to the first date scheduled and agreed upon for the close of escrow.

(7) The Agreement shall only become effective as to Homeowners' buyer after approved for prospective tenancy on condition that (i) Homeowners' transfer is consummated and (ii) at the time of recordation of title no prior breach of this Agreement (including non-payment of rent, violation of the Rules and Regulations, or commission of substantial annoyance or any other justification for the termination of tenancy under Civil Code section 798.56) has occurred;

(8) Homeowners or buyer must put the rental agreement into escrow, together with the Rules and Regulations, and other residency documents as may then be required;

(9) Buyer shall not take possession of the mobilehome or space if management does not approve buyer for tenancy, or should the sale not be completed; in such case, buyer has no right of tenancy.

Note: In the event there is no escrow, State law requires that a copy of this fully executed Rental Agreement be made a part of the purchase and sale contract. Therefore, the Assignment of the Rental Agreement or substitute agreement (if applicable) must be made a part of the contract of sale for the purchase of the mobilehome in such case.

8.2. Money received by management pending the close of sale or the consummation of the sale (in the event that there is no escrow) and prior to the written approval or rejection of the prospective homeowner by the management shall be conclusively acknowledged and recited herein as rent paid on behalf of and for the avoidance of the termination of tenancy of the homeowner-seller. Under no circumstances shall receipt of money from any person, including the prospective homeowner, purchaser or applicant be deemed an acceptance of rent or the creation or formation of a mobilehome tenancy. Under no circumstances does the resident manager have any authority to accept rent from a prospective homeowner, purchaser or applicant or to otherwise nullify the requirements for approval of the prospective purchaser set forth above.

IF ASSIGNEE IS REJECTED FOR TENANCY OR FAILS TO ACCEPT AN ASSIGNMENT OF THIS AGREEMENT, HE HAS NO TENANCY AND NO RIGHT TO OCCUPY THE SPACE.

8.3. Except for excluded guests (immediate family, one sharing sole possession, health-care providers) all transfer requirements apply before permanent residence in the mobilehome is permitted by other than tenant and residents identified in this agreement. Anyone remaining upon tenant's decease, removal from possession, or absence from permanent residence for any reason, will be considered an assignee, even if a "legal" or "registered" owner.

8.4. At all times, at least one of the persons listed on the signature page of this Lease must be the "legal" or "registered" owner of the mobilehome which occupies the space and that person must regularly occupy the mobilehome.

9. **ASSIGNMENT AND SUBLEASING:** Homeowner shall not have the right to sublet the Homesite or any portion thereof, nor any mobilehome located thereon, without owner's approval. Any such subleasing shall be void and any assignment shall also be, void unless done in accordance with the terms of this Agreement. This Agreement may be terminated, at our option, if you assign or sublet your Homesite or mobilehome in violation of this Agreement. OWNER RESERVES THE RIGHT TO LEASE, RENT OR SUBLET ANY HOMESITE IN THE COMMUNITY.

9.1 If you wish to sublet your mobilehome and/or homesite, you must notify us in writing in advance of your intent and obtain our approval. Subleasing may be permitted under the following circumstances of medical hardship. Management shall permit a homeowner to sublease his or her home if the mobilehome serves as the homeowner's primary residence and a homeowner's medical emergency or medical treatment requires the homeowner to be absent from his or her home and this is confirmed in writing by an attending physician. Only one mobilehome may be subleased by the homeowner though the homeowner may own or control one or more mobilehomes or homesites in the Community. The following provisions shall apply to a rental or sublease pursuant to this section:

- A. The minimum term of the sublease shall be six months but no greater than 12 months. The management may require the homeowner to reside in the mobilehome Community for a term of one year before management permits the renting or subletting of a mobilehome or homesite.
- B. The management may require approval of a prospective renter or sub-lessee, subject to the process and restrictions provided for applicants for tenancy as per the MRL (for prospective purchasers of mobilehomes). The management may charge a prospective sub-lessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined by law.
- C. The renter or sub-lessee shall comply with all rules and regulations of the Community. The failure of a renter or sub-lessee to comply with the rules and regulations of the Community may result in the termination of the homeowner's tenancy in the mobilehome Community, in accordance with the MRL. A homeowner's tenancy will not be terminated however, if the homeowner completes an action for unlawful detainer or executes a judgment for possession, pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.
- D. A homeowner may not charge a renter or sub-lessee more than an amount necessary to cover the cost of homesite rent, utilities, and scheduled loan payments on the mobilehome, if any. Therefore, the rental agreement must be submitted prior to the sublease for inspection by the management. Failure to do so or overcharging a subtenant constitutes a violation of these rules and regulations.

10. TERMINATION OF AGREEMENT: This Lease may be declared forfeited and/or your tenancy may be terminated without forfeiture of the lease in accordance with the Mobilehome Residency Law. On occurrence of any cause as provided by the Mobilehome Residency Law to terminate this agreement, we may, in addition to any other rights and remedies, terminate this agreement and exercise remedies relating to it without further notice or demand in accordance with the following provisions: We shall have the right to give notice of termination to you, and on the date specified in this notice, this Lease shall terminate; If this agreement is terminated, we may, by judicial process, reenter the space, remove all persons and property, and repossess and enjoy same, all without prejudice to other remedies we may have because of the termination.

11. INDEMNIFICATION: We will not be liable for any damage, injury, loss, expense, or inconvenience to any person or property caused by any use of the Park or space, or by any defects, failures, or interruptions in any improvements, or failure of facilities, services or amenities, or condition thereof, or arising from any other cause, unless resulting from our active negligence or willful misconduct. You agree that any damage, injury, or loss of any kind claimed by you, members of your household, your invitees, or others is limited and restricted as follows:

12. MOBILEHOME VALUE: You indemnify and hold us free and harmless and provide a defense (under your control and direction so long as consistent with our interests) against all claims, demands, suits, actions, causes of action, allegations, debt, expense, cost, attorneys' fees and costs, judgments, orders, loss or other liability, arising from your conduct, or the condition or the maintenance, or lack thereof, of your mobilehome, space, vehicle(s), equipment, accessory structures, improvements, other improvements or all of them during the term. You acknowledge that the inherent risk assumed in a mobilehome purchase includes expected obsolescence, changes in demand and supply, competition, location, depreciation, wear and tear, age, economic climate and development, neighborhood transition, and many other factors beyond our control. The value of your mobilehome may **decline** in the future. You may react to changes by relocating the mobilehome to another location on sixty days' notice. For these reasons, you release and discharge us from any loss in the value of the mobilehome, which you experience.

13. INSURANCE: We do not carry public liability or property damage insurance to compensate you, your guest or any other person from any loss, damage or injury except resulting from situations where we would be legally liable for such loss, damage or injury. If you want this type of insurance coverage, you should obtain, at your own cost, extended coverage for your mobilehome, fire, earthquake and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, personal liability and such other insurance as is necessary to protect you, your guest or others from loss or liability.

14. INCORPORATED DOCUMENTS: You acknowledge having received and read a copy of this Lease; the current Mobilehome Residency Law; and our Rules and Regulations. You also acknowledge that use of the recreational facilities is conditioned on compliance with the rules and regulations including those posted in and around these facilities (all of which are incorporated herein by this reference). You understand that by signing this Lease, you are bound by all of the terms and conditions of these documents as they may be revised per this agreement.

15. COMPLIANCE WITH LAW: You must comply with all applicable laws, regulations, orders and directives and all terms and provisions of this agreement, the rules and regulations, and all terms and provisions contained in residency documents as amended. Any statute, ordinance, rule, regulation, administrative decision, initiative measure, or other legal requirement establishing a maximum amount that a landlord may charge a tenant for rent enacted during the term is specifically excluded from this agreement and waived. Building permits are required before many improvements may be made. Homeowner must comply with all applicable State, federal and local laws, ordinances, regulations, directives, orders, and all terms and provisions of these Rules and Regulations, and all terms and provisions contained in any document referred to in this Agreement, as they may be changed per the terms of this Agreement. The preceding includes, without limitation, such things as insuring that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

15.1. It is Homeowner's responsibility to insure that all work done by Homeowner or for Homeowner by others, including, but not limited to, the installation of Homeowner's mobilehome, driveway, walkways, or any other equipment or improvements of any type, is completed in compliance with all applicable state, city, county codes or standards.

15.2. 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 or that the work has otherwise been done as required. 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 codes or standards, such indemnity to include the Park's reasonable attorney's fees if any legal proceedings become necessary to address any such problems.

16. ENTRY UPON YOUR SPACE: So long as management does not unreasonably interfere with use of the homesite, management shall have the right to enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, maintenance of the homesite, to gain access to other homesites or areas of the Community or other improvements to make repairs or undertake other maintenance, inspect for compliance with rules and regulations, and to add or replace improvements. Management may enter the mobilehome or other structures without prior written consent in the case of an emergency or where Homeowner has abandoned the mobilehome. Management may enter homeowners' homesite, mobilehome or other structures only as permitted by the MRL or other laws.

17. CONDEMNATION: If any portion of the park is taken under the power of eminent domain or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the park are or will be affected by the condemnation to the point where, in our sole opinion, it is not economically practical to continue operations, we will have the right to terminate this agreement when and after soonest lawfully permitted. Any award for taking all or part of a space or park under the power of eminent domain will be our property whether such an award shall be made as compensation for diminution in value of the leasehold or

for taking the fee. Nothing contained in this paragraph, however, will preclude you from obtaining or giving us any interest in, any award to you for the loss of or damage to your mobilehome or other removable personal property.

18. ZONING AND USE PERMIT INFORMATION: The nature of the zoning under which the park operates is as stated on page 1 “SUMMARY OF PROVISIONS”. The expiration date for the conditional use permit under which the park operates if any and whether the park is on leased land is as set forth on page 1 “SUMMARY OF PROVISIONS”.

19. TRANSFER OF OUR INTEREST: If we sell, lease or transfer our interests in the park, we will be automatically relieved of all duties and obligations under this agreement arising thereafter, but only if these obligations are assumed in writing by the buyer, lessee or transferee.

20. WAIVER OF DEFAULT: If Resident fails to meet any of its obligations under this Agreement, a delay or omission by Management in exercising any right or remedy will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver of Management’s right to enforce any provision of this Agreement after any default will be effective unless it is made in writing and signed by both parties, nor will it be considered a waiver of Management’s rights to enforce each and every provision of this Agreement upon any further or other default. Acceptance of rent will also not be a waiver (nor estoppel or acquiescence) of any breach of any term or provision of this Agreement, including any rule, regulation or other term or provision contained in any document referred to in this Agreement.

20.1 Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations, substantial annoyance, or other grounds for the termination of tenancy specified under the Mobilehome Residency Law. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 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. Possession of rent by the resident manager shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

20.2 Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 798.57 shall not waive, estoppel, affect or prejudice the notice, the suit, action or legal proceeding in any way, such acceptance being inadmissible on liability issues. 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. Possession of rent by the resident manager shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

20.3 Park may exercise any right under the terms of the rental agreement or lease, or these rules and regulations 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.

21. ENTIRE AGREEMENT: This agreement, rules and regulations, Mobilehome Residency Law, other residency documents, posted signs and written amendments effective after inception constitute the exclusive and complete expression of agreement respecting the subjects included. This agreement supersedes all prior and contemporaneous agreements, representations and understandings. You rely on no other representations whatsoever, except the contents of this agreement. No one (including the park manager) has authority or power to modify, add to, or delete from the content of this agreement. No agent, representative, dealer or broker has authority to represent any facts on behalf of management, including rent rates, conditions or requirements of tenancy.

22. PARTIAL INVALIDITY: If any part of this agreement, rules and regulations or other residency documents referred to in this Agreement are, in any way, invalid or unenforceable, the remainder shall not be affected, and will be valid and enforceable to the full est extent permitted by law. If the application of any part of this agreement, rules and regulations or other residency documents referred to in this agreement are in any way invalid or unenforceable to any person or circumstance, the remainder shall not be affected, and will be valid and enforceable to the fullest extent permitted by law.

23. INTERPRETATION AND APPLICATION: All rights given you or us in this agreement will be exercised in a reasonable manner and all provisions of this agreement will be interpreted and applied in a reasonable manner, and shall be construed against neither you or us, but in our favor in return for our reliance upon Plain English.

24. CONDITION OF THE SPACE: You acknowledge careful inspection of the space, physical improvements in the common facilities, amenities, and services and facilities. You acknowledge all to be acceptable, safe and as represented by us. If they are not exactly as represented, you agree to accept them as they are based on you inspection. We advise retention of a professional to inspect any features with which you may have limited knowledge or experience. If there are any defects or complaints, please list them here:

25. MANDATORY REPORTING OF DEFECTS: Resident shall report any defect in the maintenance of the Park's common facilities, equipment, buildings, recreational facilities, common areas, or landscaping. Resident shall give such notice in writing to the Park's resident manager by registered U.S. Mail (return receipt requested) within sixty (60) days of Resident's discovery of any of the conditions set forth above, so that such conditions may be corrected within a reasonable period of time by the Park. Resident further agrees that if Resident fails to report any such defects in writing by certified mail within sixty (60) days of its discovery, Resident is in substantial violation of this Agreement. Should Resident fail to report any such defect within ONE (1) YEAR of its discovery, during which time Resident pays Resident's Base Rent, utilities and other charges due under the terms of this Agreement, Resident does by signing this Agreement waive and shall be deemed to have waived any damages Resident had or has by reason of such unreported defect completely and without qualification.

26. CONTRACTORS AND LIENS AND CLAIMS: Only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the Park and owner may require them to provide proof of insurance in advance of beginning any work.

26.1. Homeowner will not allow any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal done to or regarding the manufactured home or space, to be enforced against owner, and homeowner will pay all liens, claims and demands before any action is brought to enforce them. Homeowner agrees to hold owner free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including but not limited to, attorney's fees and court costs incurred by owner in connection with them. If any such lien, claim or demand is made, 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 attorney's 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 Monthly Rent on the next monthly billing.

26.2. No Recording of Interest: Homeowner shall not record any homestead against the title to the park property, nor allow any mechanics lien, material man lien or other lien to be filed against the park property. Homeowner shall not file any liens, claims and demands 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 attorney's 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 Monthly Rent on the next monthly billing. You may not allow any liens or other claims to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

26.3. All contractors, subcontractors and others you hire to do the work required by these specifications must meet and comply with the following requirements. If they do not, they will not be allowed to do the work and must promptly remove themselves and all of their equipment and materials from the park. For convenience and ease of reference, only the word "contractors" is used in the following paragraphs to refer to all such contractors, subcontractors or others performing any work required by these specifications.

26.4. No work, including the delivery of materials or other things which would cause noise or other disturbances, may begin before 6:30 a.m. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, must cease by 7:00 p.m. The foregoing applies to work done Monday through Saturday. Any work performed on Sunday may not begin before 8:00 a.m. and must cease by 6:00 p.m.

26.5. Contractors are required to completely clean up the homesite and the streets in front of the homesite each day before stopping work.

26.6. All equipment, tools and vehicles belonging to contractors must be removed from the Park upon the completion of each day's work. All such items must also be maintained in good condition and repair so that they may be safely operated. Contractors must supply their own trash container service and portable sanitary toilet facilities. Contractor must also supply and use proper caution signs and safety devices around the construction.

26.7. All contractors must be experienced in the work to be done and approved in advance by park. Only fully licensed contractors that are fully insured are permitted to do any work in the park. Liability and Property Damage insurance in the minimum amount of \$1 million is required of each contractor. If the contractor does not have such insurance, you or your manufactured home dealer may obtain it for him. Management's approval of a contractor is solely for the purpose of protecting Management and is not an endorsement or warranty to you that the contractor will perform as required. Instead, you are responsible for selecting contractors who will perform to these specifications and your other requirements. If the contractor fails to do so, we will have no responsibility to you.

26.8. You must provide the following to Management to have your contractors approved: the contractor's name, address and phone number; the addresses of local jobs the contractor has done in the past involving the same type of work which is to be done for you in the park, the contractor's license number, proof of the contractor's liability and property damage insurance in the minimum amounts required, including the naming of Management and the park owner, as additional insured in the insurance policies and proof that the contractor has the required Worker's Compensation insurance.

26.9. Contractors are responsible for all damage or injury to any person or property belonging to Management or others.

27. ALTERATIONS OF THIS AGREEMENT: This agreement may be modified in writing by written notice to homeowner on 90 days notice as to rent adjustments, 60 days where required by law and 30 days with respect to all other terms and provisions, whether or not mutually agreed on by

the homeowner. Any modification, addition, alteration, amendment or modification of any kind proposed by homeowner or sought to be enforced by homeowner is not binding and not part of this agreement unless executed by property management and the homeowner.

28. SUBORDINATION AND ATTORNMENT: Your rights under this agreement, including any hold-over tenancy, shall be and are subordinated at all times to the present or future declarations, restrictions, mortgages, trust deeds or notes and all advances upon the security of such mortgages, trust deeds or notes, and all present or future ground leases affecting the park or any part of it, including any such mortgages, trust deeds, notes or leases which may affect such real estate or other real estate owned by us. You shall execute any further instrument or instruments required by us to effect such subordination and you hereby irrevocably appoint us as your attorney in fact to execute and deliver such instrument or instruments in your name. Additionally, this agreement may, at our option, be subject and subordinate to any and all such present and future liens and encumbrances without the necessity of the execution and delivery of any further document on your part to effectuate such subordination.

29. MAINTENANCE OF IMPROVEMENTS: You are financially responsible to maintain your mobilehome and all equipment, structures and other improvements to your space in good condition and repair and in a condition conforming to the rules and regulations at all times. The foregoing includes, without limitation, your mobilehome, keeping the driveway free of damage as per the rules and regulations, maintaining trees to avoid them from becoming a health and safety violation or specific hazard, walkways, fences and landscaping.

30. NON-RESPONSIBILITY OF PARK: Prior to undertaking any improvements, additions, alterations or deletions to the mobilehome, accessory structures, equipment or space, our prior written consent must be obtained, based on review of plans and specifications to be implemented by a licensed contractor procuring applicable permits. Unapproved ongoing work must be immediately stopped on demand, and removed from the space: we shall be entitled to seek injunctive relief even absent a showing of irreparable harm and inadequate legal remedies, and you agree such showing is not required. We are not responsible to inspect and approve the quality, utility, serviceability or safety of any labor, services, supplies, materials, improvements, additions, alterations or work performed by you or others, including, but not limited to, the installation of your mobilehome, driveway, walkways, fences, landscaping, accessory structures, equipment or improvements of any type. To the extent that we may inspect or approve proposals, it serves our property interests exclusively. You may not rely on our review, inspection or approval to ensure proper, workmanlike, safe, or correct execution. Instead, you are responsible for all required inspections and approvals and you agree to indemnify and hold us harmless including providing a defense from any work, which is improperly done.

31. NO WARRANTIES: We do not provide other than moderate-cost housing opportunities for tenants. We are also not warranting or representing that your mobilehome will appreciate in value.

32. REMOVAL OF IMPROVEMENTS: If you remove your mobilehome, you agree not to remove the fencing, driveway, walkways, landscaping or other improvements to the space but instead agree that upon the removal of the mobilehome, all such improvements will remain and become the property of the assignee.

33. OPPORTUNITY TO REMEDY: If at any time you believe we have not fulfilled any legal obligations we may have to you or other tenants, you agree to immediately give us written notice specifying what you believe we have failed to do and indicating what you believe we have to do in order to fulfill these obligations. This notice shall be as detailed as possible so that we may fully understand your concerns.

34. OWNER'S APPROVAL: Whenever it is indicated in this Agreement or any document, which this Agreement refers to or incorporates by reference that our approval of something is required, this means that you must first obtain our prior written approval. If our prior written approval is required, you agree to submit a written request to us which will describe the action you propose to take and request us to give our prior written approval.

35. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

36. EXHIBITS: Each exhibit or other document referred to in this Agreement is attached or enclosed and incorporated in this Agreement by this reference.

37. TIME OF ESSENCE: Time is of the essence in this Agreement and each and every provision thereof.

38. NO RECORDING: You agree not to record this Agreement or a memorandum of this Agreement.

39. ALTERNATE DISPUTE RESOLUTION:

39.1. MEDIATION: Owner and Tenant agree to mediate any dispute or claim arising between them before resorting to reference, arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, other than as arising under the Mobilehome Residency Law (Civil Code §798, et seq.), any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any action.

THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ALTERNATE DISPUTE RESOLUTION PARAGRAPH, WHICH FOLLOWS, IS INITIALED.

39.2. ALTERNATE DISPUTE RESOLUTION: (OPTIONAL PROVISION)

IF A DISPUTE IS NOT RESOLVED BY MEDIATION, IT WILL BE DECIDED BY GENERAL REFERENCE ORDERED BY THE COURT AS PER CODE OF CIVIL PROCEDURE §638, ET SEQ. THE REFEREE HEARS AND DECIDES THE DISPUTE WITHOUT A JURY. IF REFERENCE DOES NOT APPLY, ARBITRATION (CODE OF CIVIL PROCEDURE §1280, ET SEQ.) WILL APPLY TO THE DISPUTE

For your information

* **WHAT IS A “REFERENCE”?** A reference is a person appointed by a judge, during a lawsuit, who considers the evidence and decides the case or some issue(s) in the matter, and reports findings and conclusions back to the judge. This saves time and expense of the courts. Reference is an alternative to jury trial applicable only if both parties agree.

* **WHAT IS “ARBITRATION”?** A procedure for more informally adjudging legal disputes, avoids the courts, and results in an award enforceable as a judgment, which applies only if both parties agree. Information about each procedure is available through local bar associations, the American Arbitration Association, and privately operated organizations which provide arbitration and other dispute resolution services.

EXAMPLES OF “DISPUTES” INCLUDE (WITHOUT LIMITATION), ALL LEGAL CLAIMS, ACTIONS, DEMANDS, OR CONTROVERSIES BETWEEN TENANT AND OWNER TOUCHING ON: (I) FAIR HOUSING, MAINTENANCE OR COST OF SERVICES OR UTILITIES, COMMON AREAS AND IMPROVEMENTS; COMPLIANCE WITH LAW, LIVING CONDITIONS OR BUSINESS PRACTICES; (II) “DISPUTE” DOES NOT INCLUDE TENANCY TERMINATIONS OR WHERE INJUNCTIVE RELIEF IS SOUGHT, UNLESS THE PARTIES THEN AGREE OTHERWISE; HOWEVER, THIS PROVISION (“II”) MAY BE SEVERED IF REQUIRED TO MAINTAIN VALIDITY OF THIS AGREEMENT.

ANY SPECIFIC PROCEDURE (BY STATUTE, STATE OR LOCAL RULES OF COURT, OR DECISIONAL LAW) SHALL PREVAIL IF NECESSARILY IN CONFLICT HEREWITH TO EFFECTUATE A REFERENCE.

COST FOR REFERENCE SHALL BE APPORTIONED BY THE COURT. ANY PARTY MAY MAKE ANOTHER PARTY’S DEPOSIT IN THE EVENT SUCH DEPOSIT IS NOT MADE AND SUCH AMOUNT MAY BE ASSESSED AS A COST OF SUIT. FAILURE TO MAKE ANY DEPOSIT WHEN DEMANDED IS NOT A FORFEITURE OF PROSECUTION OR DEFENSE.

THESE REFERENCE PROVISIONS SHALL NOT BE ENFORCED IN SUCH MANNER, NOR SHALL BE CONSTRUED TO SUGGEST THAT TENANT WAIVES ANY RIGHTS TO A “CIVIL ACTION” UNDER CIVIL CODE §798.87. OWNER HAS NO POWER TO TERMINATE THIS AGREEMENT; ALL APPLICABLE STATUTES OF LIMITATION APPLY. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE IF ANY PROVISION IS JUDICIALLY DEEMED UNENFORCEABLE. YOU SHOULD CONSULT AN ATTORNEY BEFORE INITIALING.

THIS AGREEMENT IS NOT REQUIRED – IT IS OPTIONAL AND VALID ONLY IF INITIALED BY OWNER AND A TENANT.

Initials of Tenant: _____

40. NEGOTIATION OF THIS AGREEMENT: We are willing to negotiate this Agreement. Our willingness to negotiate means that any negotiated changes to this Agreement must be completed, reduced to writing (be written), and signed by both parties before same, become binding and enforceable. We anticipate that proposed terms or amendments will include an offer of value to us in return: a “quid pro quo” in good faith. You may offer increased rent or some other benefit we are willing to accept; we shall promptly respond with acceptance and a written proposal or rejection; failure to respond within 10 days is deemed rejection.

41. LOT LINES AND LOT LINE MARKERS: 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 set-backs from the mobilehome and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines of the homesite as they exist at the inception of tenancy, as such lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. The designated lot lines are as required by law and do not represent a warranted area for use and enjoyment, are subject to change and may be modified as allowed by law. Homeowner agrees to approve and allow a change in lot line locations if such modification does not exceed a change of up to thirty-six inches in length or width to the homesite. Any adjustment shall not result in reduction, or offset of rents. In such cases, no claim shall lie against management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for homesite maintenance within the area defined by the lot line markers and may use, occupy and enjoy such are 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.

41.1. The homesite is demised and let SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. The homesite may contain underground easements, rights of way, utilities or other encumbrances which may limit the maximum size of any mobilehome, accessory structure or equipment which may be subsequently installed on the homesite which would otherwise be permitted by defined lot lines and applicable codes and standards. No easement of any kind may be

acquired in any area beyond the homesite, and no encroachment is permitted to ripen into any form of equitable servitude, easement, or possessory right of any kind.

42. ESTOPPEL CERTIFICATE: You agree, (i) upon not less than ten (10) days prior notice by Park and, additionally, (ii) within ten (10) days of each anniversary of this Agreement without notice, to execute, acknowledge and deliver to Owner a statement in writing in substantially the form of Exhibit A hereto, certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid and stating whether or not Park is in default of the performance of any covenant, agreement, term, provision, or condition contained in this Agreement, or is in violation of any law, ordinance, or administrative regulation and, so specifying each such default or violation, it being intended that any such statement delivered pursuant hereto may be relied upon by Park or any other party who may reasonably rely on such statement. Resident also agrees to execute and deliver from time to time such estoppel certificates as any institutional lender or the third party may require or request with respect to this Agreement. Should any required estoppel certificate not be provided in a timely fashion, it shall be conclusively presumed, and shall constitute a representation and warrant by such party, that (i) this Agreement is in full force and effect without modification except as may be represented by the requesting party, and (ii) Park is not in breach, default, or violation in any of the respects referenced above.

43. RELEASE: HOMEOWNERS AND ALL MEMBERS OF THEIR HOUSEHOLD ARE FULLY AND FOREVER RELEASING THE OWNERS OF THE COMMUNITY, INCLUDING THE MANAGEMENT'S EMPLOYEES, CONTRACTORS AND AGENTS, FROM ANY AND ALL CLAIMS, SUITS, DISPUTES, DAMAGES AND LIABILITIES WHICH OCCURRED PRIOR TO THE DATE THIS AGREEMENT WAS SIGNED. HOMEOWNERS, ALSO INTEND THAT, ALL OF HOMEOWNERS' RIGHTS AND CLAIMS UNDER §1542 OF THE CIVIL CODE ARE EXPRESSLY WAIVED AND RELEASED. CIVIL CODE §1542 PROVIDES: 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.

44. RESIDENT AGREES THAT ANY DISPUTE BETWEEN US, WHICH IS SUBJECT TO COURT LITIGATION, SHALL BE TRIED TO A SINGLE NEUTRAL JUDGE, AND NOT TO A JURY OR ADVISORY JURY.

PLEASE INITIAL HERE TO AGREE: ✎ _____

45. CIVIL CODE NOTICE: The following notice is provided for the information of the homeowner and resident, and is required to be provided for residential rental agreements. For the convenience of mobilehome owners, this notice is also included herein. "The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of §290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. The law further provides that based on this notification, the lessor (owner and management), seller, or broker is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders; the information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide data base of the locations of registered sex offenders and information from the data base regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender. PLEASE NOTE: Owner and management are permitted to investigate the ability of the prospective homeowner to pay rent and to comply with the rules and regulations of the Community pursuant to Civil Code §798.74. Homeowners and residents are therefore encouraged to further investigate in this regard to the extent deemed necessary and appropriate. **Pursuant to Section 290.46 of Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.**

46. SECURITY NOT PROVIDED: Homeowner acknowledges that the community is not a "security" facility. Owner has made no representations or warranty that the community is secure from theft or other criminal acts, which may be perpetrated by any persons. Homeowner agrees to release, discharge, and hold owner and all agents and employees free and harmless against any criminal activities, property damage or personal injury to homeowner or any of homeowner's residents, guests or invitees, with the exception of owner's active negligence or intentional misconduct. This term establishes a release of liability no greater than the fullest extent permitted by law, and shall not be construed otherwise.

47. FURTHER ACKNOWLEDGMENTS: The community 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 community. Community 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 including forfeiture and seizure of any vehicle, mobilehome or other property to the fullest extent of the law. Tenancy will be terminated for such conduct as a substantial annoyance to other homeowners and residents.

PLEASE NOTE: THE FOLLOWING PARAGRAPHS ARE SET FORTH PURSUANT TO CALIFORNIA LEGAL AUTHORITY OR REQUIREMENTS. THIS AGREEMENT IS NOT VALID, AT OWNER'S ELECTION, UNLESS, ALL, APPLICABLE PARAGRAPHS ARE INITIALED BY PROSPECTIVE RESIDENT OR HOMEOWNER.

47.1 Period Of Review: Escrow for the sale of the mobilehome may not close until a mutually executed agreement has been placed in escrow or included in the sale contract. This agreement may be canceled within 72 hours after execution by written notification to the park.

Agreed: _____ (initial here)

47.2 Resident acknowledges that a rental agreement for a term of from one month (month-to-month) up to twelve (12) months has been offered. Such rental agreement would, if selected by the resident, be subject to the terms of any ordinance, rule,

regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that may be charged for rent. In lieu of such a rental agreement, resident acknowledges that any such rental agreement is rejected in favor of the agreement to this rental agreement, which is not subject to any such terms.

Agreed: _____ **(initial here)**

- 47.3** Resident further acknowledges that a mobilehome rental agreement disclosure statement has been provided to the resident at least ten (10) days prior to the execution of this Agreement. If a term from one (1) month to twelve (12) months is selected, all provisions for rent adjustments set forth herein DO NOT apply: in such case, monthly rent may be increased at any time on 90 days advance written notice or in accordance with applicable rent restrictions, but all rental terms and charges shall remain the same during the first twelve (12) months beginning on the date this agreement is first offered.

Agreed: _____ **(initial here)**

- 47.4** This rental agreement may be in additional consideration of the purchase of the mobilehome on the homesite. It is acknowledged that this agreement shall remain in full force and effect in the event that the state-authorized exemption from local rent control under Civil Code section 798.17 as set forth above is invalidated, inapplicable, unenforceable or void. In such case, the state-authorized rent control exemption provisions of this lease shall be deemed severable therefrom and shall not affect the rights and duties in this lease; therefore, this lease shall remain valid and exempt from Paramount rent regulations, as an agreement with a term of more than 12 months. This provision is a material inducement for this lease.

Agreed: _____ **(initial here)**

- 47.5** Purchaser acknowledges having received, read and understood a copy of: The attached Mobilehome Residency Law, Mobilehome Park Rental Agreement Disclosure form, all other residency documents which have been provided to the prospective resident or resident, including the Rules and Regulations.

Agreed: _____ **(initial here)**

- 47.6** Purchaser acknowledges that it is entitled to exclusive occupancy of the homesite. Accordingly, Homeowner is responsible for homesite conditions, including landscaping, trees (trimming, pruning, and removal up to such time as a tree becomes a specific hazard or health and safety violation as further defined here in below), grading, avoidance of damage to driveways and other conditions as they are. Though permanent land improvements of the owner are included, the responsibility to maintain the premises is the homeowners in accordance with the rules and regulations of the park. All such rules and regulations shall be interpreted consistent with the Mobilehome Residency law as it may be amended from time to time.

Agreed: _____ **(initial here)**

- 47.7** No salesperson, broker, financial institution or any person not specifically employed by owner has the authority or right to make statements on behalf of owner. The resident managers have no authority to modify this agreement. This agreement and the purchase contract for the mobilehome on the homesite are the exclusive agreements between us.

Agreed: _____ **(initial here)**

- 47.8** The rules and regulations are an impermanent part of this agreement, and Park Owner may unilaterally amend, add to or delete any rule under Civil Code §§798.25, 798.25.5 including subleasing regulations

Agreed: _____ **(initial here)**

- 47.9 Tree Maintenance and Removal:** No new or additional trees are permitted on a space. A tree may not be replaced if removed for any reason by resident or owner. Notwithstanding the foregoing, management may remove any tree which poses a specific hazard to persons or property or whose condition is inconsistent with any health and safety law or regulation. The removal of any tree shall be without reduction, deduction, offset, discount or other adjustment to monthly rent or other charges. In order to accommodate the possibility of special circumstances or situations, issues of maintenance and care of trees may be further subject to individualized contractual arrangements as may be then agreed to in writing between management and Resident so long as the condition of any such is not then a specific hazard to persons or property and does not constitute any violation of a health and safety law or regulation.

Agreed: _____ **(initial here)**

- 47.10 Driveways:** Individual driveway maintenance so as to avoid damage to the driveway shall be Resident's responsibility. Residents shall keep the street area in front of their homesite free from debris from the homesite including landscape trimming, leaves or other debris or trash. Owner shall comply with its obligations under the Mobilehome Residency law including but not limited to Civil Code §798.37.5 as it may be amended from time to time with respect to driveways

Agreed: _____ **(initial here)**

48. ASSUMPTION OF AGREEMENT:

- 48.1** Resident shall have the right to sell the mobilehome on site if it complies with all requirements of this paragraph and sub-paragraphs. A purchaser shall be allowed to purchase the mobilehome, apply for tenancy and if qualified be approved, as long as: (a) the provisions of the paragraph above entitled "APPROVAL OF PURCHASERS AND SUBSEQUENT RESIDENTS" is complied with; (b) Resident is not in arrears in his or her rent or otherwise in breach of the rental agreement or rules and regulations up to and at the time of assignment. Resident must, however, immediately notify Owner in writing of Resident's intent to sell Resident's mobilehome, and shall provide Owner with the name, address and telephone number of such prospective buyer after giving initial ten day notice of intent to sell and required 60 day notice of vacation of tenancy as required under Civil Code section 798.59. Within fifteen (15) business days of such notification, Owner shall notify such prospective buyer that this Agreement may be assumable if the prospective buyer of the mobilehome intends for the mobilehome to remain in the Park.

48.2 If Resident's mobilehome is abandoned, foreclosed upon, or surrendered to the legal owner of the mobilehome or surrendered to the Park, or if Resident's Homesite is reclaimed by the Park in any other manner, the base rent for the new occupant shall be determined by Owner in Owner's sole discretion.

49. COMPLIANCE WITH LAWS ON TRANSFER: Notwithstanding anything contained herein to the contrary, Park may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law.

49.1. Park reserves the right to require that the Resident obtain an inspection conducted by the California Department of Housing and Community Development, or if applicable, the local enforcement agency with responsibility and jurisdiction to enforce Division 13, Part 2.1 of the California Health and Safety Code and the applicable provisions of the California Code of Regulations Title 25, Division 1, Chapter 2 (mobilehome parks). The mobilehome may not be transferred or sold for in-park residency by a new prospective homeowner if the mobilehome and accessory structures, equipment and appliances do not pass such code inspection. The inspection shall be requested by the homeowner no later than on the date resident is required to notify the management that the mobilehome is being offered for sale. Such notification must be given as soon as possible, because there may be delays encountered in scheduling an inspection. Resident should further seek inspection as soon as possible in order to avoid possible inconvenience or delay in finalizing a subsequent sale of the mobilehome after the expiration of the 60 day written notice of termination of tenancy required to be given to the management.

49.2 In addition to the requirement of inspection, Management shall furthermore, require repairs and or improvements prior to approval the mobilehome for in-park sale in the following respects:

- i. All damage caused by the actions or negligence of the homeowner or an agent of the homeowner;
- ii. The repair or improvement of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management, based upon or as required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes. Such requirements shall apply to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

49.3 Resident is required to request written statement itemizing all required repairs and or improvements. Management shall provide a written summary of repairs or improvements required no later than 10 business days following the receipt of a request for this information, as part of the notice of termination of tenancy required by Civil Code §798.59 (the written advance 60 day notice of termination of tenancy to be given to the management).

49.4. Management further reserves the right, pursuant to Civil Code §798.73, to require removal on sale if the mobilehome is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and to the public, exclusive of its age.

49.5 Any such rights granted either party due to amendments, deletions or modifications of the Mobilehome Residency Law, and other applicable law, may be, enforced by either party at that party's option.

49.6 If, on the date of this Agreement, there is not presently a mobilehome located on the Homesite, or if Resident is to remove the mobilehome presently located on said Homesite and replace it with another mobilehome, Resident acknowledges and agrees that a certain make, model, type, size, age, and condition of the mobilehome which will occupy the Homesite and the accessory equipment and structures which will be a part of or installed with the mobilehome. Resident warrants to Park that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Homesite are true and accurate. Park is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Resident agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Park unless they meet all of Park's requirements and specifications. If Park determines that said representations are not true and accurate, then Park may refuse to accept the mobilehome or the accessory equipment and structures for installation. Submission of a plot plan is required by Resident (or its agent) and approval in writing by management must be obtained before seeking or procuring any permits for installation of the mobilehome. Inspection by management may be made at the time the mobilehome and the accessory equipment and structures arrive at the Park, and the mobilehome and the accessory equipment and structures shall not be allowed within the Park until they are inspected and approved.

50. CALIFORNIA LEASE ADDENDUM FOR CRIME/DRUG-FREE HOUSING: In consideration of the execution or renewal of a rental agreement for a mobilehome space, OWNER and RESIDENT/LESSEE agree as follows as a further covenant of this agreement and as a rules and regulation:

50.1. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE'S household, or a guest or other person under the RESIDENT/LESSEE'S control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. §802).

50.2. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE'S household, or a guest or other person under the RESIDENT/LESSEE'S control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.

50.3. RESIDENT/LESSEE or members of the household will not permit the dwelling unit to be used for or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

50.4 RESIDENT/LESSEE or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises.

- 50.5. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE'S household, or a guest or other person under the RESIDENT/LESSEE'S control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
- 50.6. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement and rules and regulations.
- 50.7 Failure to comply with this provision is considered a material, non-curable breach of the lease and will result in a Notice to Quit being served upon RESIDENT/LESSEE requiring that RESIDENT/LESSEE, every member of RESIDENT/LESSEE'S household, or a guest or other person(s) under RESIDENT/LESSEE'S control shall vacate said premises within three days, all in accordance with California law. California law provides for an extraordinary remedy to remedy to regain possession when illegal activity is being carried out on or near the premises, which constitutes a public or private nuisance.
- 50.8 In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.

51. EXECUTION AND ACKNOWLEDGMENTS:

51.1. OPPORTUNITY TO SEEK LEGAL ADVICE: I/WE HAVE BEEN ADVISED BY REPRESENTATIVES OF THE PARK THAT I/WE HAVE THE RIGHT TO CONSULT A LAWYER AND GET THE LAWYER'S ADVICE BEFORE SIGNING THIS AGREEMENT.

I/WE HAVE TAKEN THIS AGREEMENT TO A LAWYER BEFORE SIGNING IT. THE LAWYER IS:

Name: _____

Address: _____

Telephone: _____

HOMEOWNER(S)' INITIALS: _____

I/WE HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT BUT CHOOSE TO DECLINE TO DO SO.

HOMEOWNER(S)' INITIALS: _____

51.2. NOTE TO NEW TENANTS: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS YOU COMPLETE THE PURCHASE OF THE MOBILEHOME AND IF YOU DO NOT, YOU WILL HAVE NO RIGHTS OF TENANCY IN THE PARK. You warrant that all information provided to us is true and correct, constituting material inducements for this agreement. You shall promptly notify us in writing of any change in this information. Provision of false information is fraud, and justifies rescission, damages, and other remedies. The failure to provide full and complete information on any residency document and upon the application for tenancy is grounds for revocation and rescission of the tenancy agreement. Management reserves all rights of action against any persons who make or participate in the making of any misrepresentations or concealment of facts regarding this agreement or the application for tenancy.

51.3. Incorporated Documents:

NEW TENANT ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD A COPY OF: THE ATTACHED MOBILEHOME RESIDENCY LAW, RULES AND REGULATIONS, MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE FORM, INFORMATION FOR PROSPECTIVE TENANTS, LEAD PAINT DISCLOSURE, CARE NOTICE, CRIME-FREE ADDENDUM, WALK THROUGH INSPECTION NOTICE, FAIR HOUSING STATEMENT, ESTOPPEL CERTIFICATE; all of which are incorporated herein by this reference.

OTHER: _____

EXISTING TENANT ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD A COPY OF THE ATTACHED MOBILEHOME RESIDENCY LAW, RULES AND REGULATIONS, LEAD PAINT DISCLOSURE, CARE NOTICE, CRIME-FREE ADDENDUM, WALK THROUGH INSPECTION NOTICE, FAIR HOUSING STATEMENT, ESTOPPEL CERTIFICATE, all of which are incorporated herein by this reference.

51.4. If applicable, you acknowledge that you have received an Extra Parking/RV Storage Agreement. The above listed documents are hereby incorporated into and made a part of this Agreement. You understand that by signing this Agreement you are bound by all of the terms and conditions of these documents and signs, including as they may be revised from time to time. In the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of our Rules and Regulations as revised from time to time, or any of the other incorporated documents the terms and provisions of that document which provides, in our opinion, the greatest rights for Owners of the Park shall control and be applicable and ambiguities shall be construed to provide a result as if both parties drafted the particular agreement. The provisions of this Agreement shall be deemed to constitute rules and regulations which you must comply with, such that breach of this Agreement may constitute grounds for termination of tenancy.

YOU MUST EXECUTE AND DELIVER TO US A SIGNED COPY OF OUR MOST CURRENT RULES AND REGULATIONS TOGETHER WITH SIGNED COPIES OF THIS LEASE BEFORE WE WILL EXECUTE AND ACCEPT THIS AGREEMENT BETWEEN US.

51.5. PATRIOT ACT COVENANT COMPLIANCE: Tenant hereby represents and warrants to owner and owner hereby represents and warrants to tenant that each and every "person" or "entity" affiliated with the respective party or that has an economic interest in the respective party or that has or will have an interest in the transaction contemplated by this Agreement and purchase of the mobilehome or in any property that is the subject matter of this agreement and the purchase of the mobilehome or will participate, in any manner whatsoever, in the leasing of the premises and the purchase thereof, is:

- (1) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224;
- (2) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC");
- (3) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to Management for Management's review and inspection during normal business hours and upon reasonable prior notice;
- (4) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;
- (5) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;
- (6) not a person who has been determined by competent authority to be subject to the prohibitions contained in the Patriot Rules; and
- (7) not owned or controlled by or now acting and/or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

52. GENERAL RELEASE BY HOMEOWNER(S) AND RESIDENT(S): In consideration of this agreement, homeowners and owner and management including family members, other residents, agents, employees and representatives (collectively the "parties") agree to fully and forever mutually release and discharge each other from all claims, including without limitation, all lawsuits, actions, causes of action, claims, demands, loss, injury, damage, disputes, arbitrations or controversies of any and all kinds whatsoever, which any of them has, had or may have had or had, including claims for personal injury, bodily injury, pain and suffering, emotional distress, property damage or loss, violations of statute, ordinance or other law, including, further, all other damage, legal damages, cost, loss, expense, or debt, based on, arising from, or proximately resulting from any and all acts and omissions, of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or not, which any of the parties have, had, or may have or have had, at all past times through the date hereof. This agreement has no effect on executory duties, obligations and responsibilities of the parties and does not purport to release rights as to events after the making of this agreement.

The parties each acknowledge the existence of and, with respect to the releases given herein, expressly waive and relinquish any and all rights and benefits under Civil Code §1542, which provides:

"A general release does not extend to claims which a creditor does not know or expect 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."

The parties agree that there may be discovery of other facts and circumstances respecting the terms of this release in the future which are not known or realized now, which if known or realized would affect their judgment and willingness to enter this agreement. It is agreed that each side takes the full risk for such unknown, unrealized and undiscovered facts and matters. This is a settlement of uncertain rights and liabilities and therefore the parties agree there is no admission of fault, misconduct, wrongdoing or liability by entering into this agreement.

HOMEOWNER(S)' INITIALS: _____

F. NO WAIVER OF FUTURE RIGHTS AND CLAIMS: Nothing contained in this paragraph or elsewhere in this agreement, the Rules and Regulations or other residency documents shall have the effect of an agreement to release indemnify and hold harmless Owner or any other person for the negligent or willful misconduct of Owner, or any other person or from a breach by Owner or management or any other person, of this Agreement or the breach of any other duty owed by Owner, management or any other person to Resident or to any other person as to future actions or conditions which do not exist and which are therefore not released herein. However, Owner and management shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any Homeowner(s) or to any of the residents, family members, employees, guests, invitees, permittees or licensees of Homeowner(s) or to any other person whomsoever caused by any use of the park or homesite, which is the result of any defect in improvements erected thereon, or arising from any accident in the park or homesite arising from any fire or other casualty thereon or arising from any cause whatsoever to the fullest extent of the law, unless such occurrence may not be consensually released as a matter of law.

HOMEOWNER(S)' INITIALS: _____

Homeowner(s) agree(s) to indemnify, hold harmless and defend Owner and management for all liability, damage, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorney's fees and costs, resulting from or alleged to have resulted from Homeowner's(s') (including family members, other occupant's or guest's, or any invitee's) negligent, willful, or intentional conduct, or arising from the condition or the maintenance, or lack thereof, or any other act or omission, with respect to the mobilehome, the homesite, vehicle(s), equipment, accessory structures, property, improvements, common areas or all of them.

HOMEOWNER(S)' INITIALS: _____

53. HOMEOWNER WARRANTIES: Homeowner(s) warrant(s) that all information provided to us is true and correct, constituting material inducements for this agreement. Homeowner(s) shall promptly notify owner in writing of any change in this information. Provision of false information is fraud, and justifies rescission, damages, and other remedies.

54. NOTE TO NEW HOMEOWNERS AND ESCROW: THIS AGREEMENT IS NOT EFFECTIVE UNLESS THE PURCHASE OF THE MOBILEHOME IS COMPLETED; OTHERWISE THIS AGREEMENT IS EXPRESSLY NULL AND VOID FOR ANY PURPOSE.

55. I/WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS MOBILEHOME LEASE AGREEMENT AND DOCUMENTS REFERRED TO IN IT.

TENANT(S):

Date: _____ By: _____ Date: _____ By: _____

Date: _____ By: _____ Date: _____ By: _____

Person(s) in addition to the above who will reside in the above space

By: _____ By: _____

MANAGEMENT:

Date: _____ By: _____

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

****Simple Steps to Protect Your Family From Lead Hazards****

If you think your home has, high levels of lead: Get your young children tested for lead, even if they seem healthy. Wash: children's hands, bottles, pacifiers, and toys often. Make sure children eat healthy, low-fat foods. Get your home checked for lead hazards. Regularly clean floors, windowsills, and other surfaces. Wipe soil off shoes before entering house. Talk to your landlord about fixing surfaces with peeling or chipping paint. Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines). Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead. Don't try to remove lead-based paint yourself.

ARE YOU PLANNING TO BUY, RENT, OR RENOVATE A HOME BUILT BEFORE 1978? *Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:*

LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work. If you want more information on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family. If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

LEAD GETS IN THE BODY IN MANY WAYS

1 out of every 11 children in the United States has dangerous levels of lead in the blood stream

Even children who appear healthy can have dangerous levels of lead

People can get lead in their body if they: Put their hands or other objects covered with lead dust in their mouths. Eat paint chips or soil that contain lead. Breathe in lead dust (especially during renovations that disturb painted surfaces). Lead is even more dangerous to children than adults because: Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them. Children's growing bodies absorb more lead. Children's brains and nervous systems are more sensitive to the damaging effects of lead.

Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from: Damage to the brain and nervous system Behavior and learning problems (such as hyperactivity) Slowed growth Hearing problems Headaches Lead is also harmful to adults. Adults can suffer from: Difficulties during pregnancy Other reproductive problems (in both men and women) High blood pressure Digestive problems Nerve disorders Memory and concentration problems Muscle and joint pain

Lead affects the body in many ways

CHECKING YOUR FAMILY FOR LEAD -- **Get your children tested if you think your home has high levels of lead**

A simple blood test can detect high levels of lead. Blood tests are important for: Children who are 6 months to 1 year old (6 months if you live in an older home that might have lead in the paint). Family members that you think might have high levels of lead. If your child is older than 1 year, talk

to your doctor about whether your child needs testing. Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

WHERE LEAD-BASED PAINT IS FOUND -- **In general, the older your home, the more likely it has lead-based paint**

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing. Lead can be found: In homes in the city, country, or suburbs; In apartments, single-family homes, and both private and public housing; Inside and outside of the house; In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

WHERE LEAD IS LIKELY TO BE A HAZARD -- **Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards**

Lead-based paint that is in good condition is usually not a hazard. Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include: Windows and windowsills; Doors and doorframes; Stairs, railings, and banisters; Porches and fences. Lead dust can form when lead-based paint is dry scraped, dry-sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it. Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see below) to find out about soil testing for lead.

CHECKING YOUR HOME FOR LEAD HAZARDS -- **Just knowing that a home has lead-based paint may not tell you if there is a hazard**

You can get your home checked for lead hazards in one of two ways, or both: A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it. A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards. Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see below).

Trained professionals use a range of methods when checking your home, including: Visual inspection of paint condition and location; Lab tests of paint samples; Surface dust tests; A portable x-ray fluorescence machine. Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

WHAT YOU CAN DO NOW TO PROTECT YOUR FAMILY

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk: If you rent, notify your landlord of peeling or chipping paint. Clean up paint chips immediately. Clean floors, window frames, windowsills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.** Thoroughly rinse sponges and mops' heads after cleaning dirty or dusty areas. Wash children's hands often, especially before they eat and before nap time and bedtime. Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly. Keep children from chewing windowsills or other painted surfaces. Clean or remove shoes before entering your home to avoid tracking in lead from soil. Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

HOW TO SIGNIFICANTLY REDUCE LEAD HAZARDS

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house

Always use a professional who is trained to remove lead hazards safely

In addition to day-to-day cleaning and good nutrition: You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure. To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough. Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government. Call your state agency (see below) for help with locating qualified contractors in your area and to see if financial assistance is available.

REMODELING OR RENOVATING A HOME WITH LEAD-BASED PAINT

If not conducted properly, certain types of renovations can release lead from paint and dust into the air

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls): Have the area tested for lead-based paint. Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions

create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done. Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area. Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home". This brochure explains what to do before, during, and after renovations. If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined above in this brochure.

OTHER SOURCES OF LEAD -- *While paint, dust, and soil are the most common lead hazards, other lead sources also exist*

Drinking water: Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it: Use only cold water for drinking and cooking. Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours. *The job:* If you work with lead, you could bring it home on your hands or clothes. Shower, and change clothes before coming home. Launder your clothes separately from the rest of your family's. Old painted toys and furniture. Food and liquids stored in lead crystal or lead-glazed pottery or porcelain. Lead smelters or other industries that release lead into the air. Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture. Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

FOR MORE INFORMATION

The National Lead Information Center Call 1-800-LEAD -- FYI to learn how to protect children from lead poisoning. For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet: EHC@CAIS.COM). EPA's Safe Drinking Water Hotline Call 1-800-426-4791 for information about lead in drinking water. Consumer Product Safety Commission Hotline To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

STATE HEALTH AND ENVIRONMENTAL AGENCIES

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	State/Region.....	Phone Number
Alabama.....	(205) 242-5661	Montana.....	(406) 444-3671
Alaska.....	(907) 465-5152	Nebraska.....	(402) 471-2451
Arkansas.....	(501) 661-2534	Nevada.....	(702) 687-6615
Arizona.....	(602) 542-7307	New Hampshire.....	(603) 271-4507
California.....	(510) 450-2424	New Jersey.....	(609) 633-2043
Colorado.....	(303) 692-3012	New Mexico.....	(505) 841-8024
Connecticut.....	(203) 566-5808	New York.....	(800) 458-1158
Washington, DC.....	(202) 727-9850	North Carolina.....	(919) 715-3293
Delaware.....	(302) 739-4735	North Dakota.....	(701) 328-5188
Florida.....	(904) 488-3385	Ohio.....	(614) 466-1450
Georgia.....	(404) 657-6514	Oklahoma.....	(405) 271-5220
Hawaii.....	(808) 832-5860	Oregon.....	(503) 248-5240
Idaho.....	(208) 332-5544	Pennsylvania.....	(717) 782-2884
Illinois.....	(800) 545-2200	Rhode Island.....	(401) 277-3424
Indiana.....	(317) 382-6662	South Carolina.....	(803) 935-7945
Iowa.....	(800) 972-2026	South Dakota.....	(605) 773-3153
Kansas.....	(913) 296-0189	Tennessee.....	(615) 741-5683
Kentucky.....	(502) 564-2154	Texas.....	(512) 834-6600
Louisiana.....	(504) 765-0219	Utah.....	(801) 536-4000
Massachusetts.....	(800) 532-9571	Vermont.....	(802) 863-7231
Maryland.....	(410) 631-3859	Virginia.....	(800) 523-4019
Maine.....	(207) 287-4311	Washington.....	(206) 753-2556
Michigan.....	(517) 335-8885	West Virginia.....	(304) 558-2981
Minnesota.....	(612) 627-5498	Wisconsin.....	(608) 266-5885
Mississippi.....	(601) 960-7463	Wyoming.....	(307) 777-7391
Missouri.....	(314) 526-4911		

EPA REGIONAL OFFICES: Your Regional EPA Office can provide further information regarding regulations and lead protection programs. *EPA Regional Offices:*

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) John F. Kennedy Federal Building, One Congress Street, Boston, MA 02203 --- (617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands) Building 52890 Woodbridge Avenue Edison, NJ 08837-3679 --- (908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia) 841 Chestnut Building Philadelphia, PA 19107 --- (215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) 345 Courtland Street, NE Atlanta, GA 30365 --- (404) 347-4727

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) 77 West Jackson Boulevard, Chicago, IL 60604-3590 --- (312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas) First Interstate Bank Tower 1445 Ross Avenue, 12th Floor, Suite 1200, Dallas, TX 75202-2733 --- (214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska) 726 Minnesota Avenue Kansas City, KS 66101 --- (913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) 999 18th Street, Suite 500 Denver, CO 80202-2405 --- (303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada) 75 Hawthorne Street, San Francisco, CA 94105 (415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska) 1200 Sixth Avenue, Seattle, WA 98101 --- (206) 553-1200

CPSA REGIONAL OFFICES: **Eastern Regional Center** 6 World Trade Center Vesey Street, Room 350, New York, NY 10048 --- (212) 466-1612; **Central Regional Center** 230 South Dearborn Street Room 2944 Chicago, IL 60604-1601 --- (312) 353-8260; **Western Regional Center** 600 Harrison Street, Room 245 San Francisco, CA 94107 --- (415) 744-2966

MOBILEHOME PARK AND SPACE INSPECTION ACKNOWLEDGMENT

Homesite: _____ Space ### _____

Homeowner: _____ Name _____

Homeowner: _____ Name _____

Homeowner: _____

IT IS HEREBY ACKNOWLEDGED AND AGREED:

1. That the Homeowner[s] have been requested by management of the park (“community”) to conduct an inspection with due diligence and to their satisfaction of all community common areas and facilities, public records, and homesite (identified above) in which the Homeowner[s] reside or desire to reside and adjoining homesites, lot lines, boundaries, land uses in the: community, on adjacent land, and in the neighborhood.

2. That the Homeowners have, prior to the execution hereof, to their satisfaction, conducted a thorough inspection of the foregoing conditions, including without limitation all common areas including any and all streets, buildings, recreational facilities and all improvements and fixtures, rooms, facilities, equipment, appliances and furnishings therein, perimeter of park and adjacent land uses, common area landscaping and lighting, signage, access, accommodations, lot lines, green belts, office and all other amenities, facilities, improvements, services and fixtures located in the community.

3. That the Homeowner[s] have, prior to the execution hereof, inspected the mobilehome homesite to be leased or rented, including the driveways if any, landscaping, trees, fences if any, and encroachments upon the space if any, together with adjoining spaces and neighborhood. All are in satisfactory condition and appearance and no defects, dangerous conditions, hazards, or health and safety violations exist with respect to the community or adjacent land.

4. That the Homeowner[s] have had the opportunity to consult with advisors of their choice regarding condition and fitness of the community and homesite for their intended use and enjoyment, and acknowledge and agree to assume all risks that additional or further knowledge and information such consultation may reveal or did reveal. Homeowner[s] have asked all questions and solicited all information desired from the management and others and there is no further information desired from the management regarding maintenance, condition, use, enjoyment or fitness of the community or of the homesite.

5. That the Tenants acknowledge and agree that the foregoing inspection reveals no defects, disrepair, lack of adequate maintenance or condition, appearance, or fitness for use and enjoyment. The mobilehome community, space and adjoining spaces and neighborhood are in good, attractive and acceptable condition.

If the foregoing statements are true and correct, please date and execute in the space provided below to acknowledge and agree to the foregoing.

I voluntarily execute this acknowledgment and agreement of my own free will. Declared under penalty of perjury.

Dated: _____, 2016, at _____, California.

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____