

**Exhibit D to the Purchase And Sale
Agreement**

**ALIMUR PARK MOBILEHOME
PARK RULES AND REGULATIONS**

To Be Effective on Close of Escrow

Following are the Rules and Regulations of the ALIMUR PARK MOBILEHOME PARK (the "Park"). These Rules and Regulations are implemented pursuant to California Civil Code Section 798.25 and are applicable to all Residents, upon proper notice, on the effective date noted whether or not they are signed. Management reserves the right to supplement and amend these Rules and Regulations as allowed by law and the Bylaws of the Alimur Park Homeowners Association. Although Management will take reasonable steps to enforce these Rules and Regulations in a reasonable fashion from and after their effective date, the manner and method of enforcement lies solely within the discretion of Management. There is no guarantee that these Rules and Regulations will always be enforced to the exact satisfaction of any particular Resident. Since Management personnel and resources are limited, Residents should notify Management, in writing, of any violation of these Rules and Regulations that require the attention of Management.

I. DEFINITIONS:

- A. HIS, HER: Any reference to his or her is intended to include the other and is not limited to any particular gender.
- B. PARK, COMMUNITY: Any reference to Park or Community refers to the ALIMUR PARK MOBILEHOME PARK.
- C. MANAGER: Any reference to the Manager refers to the Resident Manager.
- D. MANAGEMENT: Any reference to Management refers to the owners and operators of the Park, including the Resident Manager.
- E. GUEST: Any reference to a Guest refers to a person who is present in the Park at the invitation of a Resident but who has not signed a Rental Agreement nor has any other rights of tenancy. A Guest is not a Resident.
- F. RENTAL AGREEMENT: Any reference to "rental agreement" refers to the written lease or rental agreement between Management and Homeowner.
- G. LOT, SITE, HOMESITE, and SPACE: Any reference to the lot, site, homesite or space refers to the area upon which the Homeowner's mobilehome rests. This

area is described by a specific number in the Rental Agreement.

H. **RESIDENT**: A Resident is a Homeowner or other person who lawfully occupies a mobilehome.

I. **HOMEOWNER**: A Homeowner is a person who is a registered owner of a mobilehome according to the Department of Housing and Community Development (“HCD”) or County tax records and who has a tenancy in the Park under a Rental Agreement.

J. **MANAGEMENT APPROVAL**: References to approval, permission or authorization of the Management shall be construed as written approval prior to taking action.

2. **RENTAL AGREEMENT**: All Homeowners are required to sign a written Rental Agreement. Before one can be accepted as a Homeowner of this community, a prospective homeowner must fill out an Application for Membership or Tenancy form, be accepted and approved by Park Management, and sign a Rental Agreement. A prospective homeowner who has already purchased a mobilehome from a previous Homeowner is not a legal Homeowner of this Community until and unless Management has accepted that person as a Homeowner and a Rental Agreement has been signed.

3. **FAIR HOUSING COMMUNITY**: The Park is open to qualified Residents without regard to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information, age, political affiliation or military or veteran status. Disabled persons may request reasonable accommodations under state and federal Fair Housing Laws.

4. **GUESTS**: Upon request, a Guest must be able to demonstrate to Management proof that he/she lives somewhere other than the Park on a permanent basis. A copy of a current valid rental agreement is an example of acceptable proof. The Park is private property.

A. Guests may stay with a Resident (20) consecutive days or thirty (30) total days in a calendar year without registering. A day is defined as a calendar day or any portion thereof. Thereafter, Guests must register at the Park office. Subject to the provisions of the California Civil Code Mobilehome Residency Law (Section 798 et seq.) which allows certain Guests to remain in the Park on a long-term or indefinite basis, no Guest may remain in the Park more than 60 days in any 12-month period without applying for and being accepted by the Park as a Resident. If an application from the prospective resident is denied, the Guest must vacate the park upon at least 7 days written notice to the host Resident. No Guest may remain in the Park without the presence of a host Resident occupying the home on an ongoing basis. Persons doing so are considered unlawful

occupants under the California Civil Code.

B. Residents are required to acquaint all Guests with these Rules and Regulations of the Park. Residents are personally responsible for the action and conduct of their Guests and are liable for any damage to the property of the Park or any Resident of the Park caused directly or indirectly by a Resident's Guest. Any violation of the Park Rules and Regulations by a Guest of the Resident or by any person residing with the Resident on the leased premises shall be deemed a breach of the Rules and Regulations by the Resident and shall have the same effect as if the Resident had breached the same. Guests must be accompanied by a Resident when using any park facilities or equipment.

5. PERMISSIBLE USE OF THE LOT: The Homesite shall be used for a mobilehome approved by Management. This Mobilehome shall be used solely as a residence and shall house only Residents, approved in writing, by Management, and no others. Resident agrees not to change the mobilehome on said homesite without first obtaining Management's written consent and all necessary permits. The Homesite shall remain accessible to Management at all times in order to facilitate repairs of equipment, installation of new equipment, maintenance of landscaping in accordance with Mobilehome Residency Law provisions and the ability to respond to other emergencies that may arise. No commercial business shall be conducted in the Park. No yard sales may be held in the Park.

6. LOT MAINTENANCE:

A. Residents shall maintain their homesites in a clean, well-kept and attractive fashion, including the front, sides, and back. If a homesite remains neglected after written notification to the Homeowner of the condition to be corrected and the failure of the homeowner to comply within 14 days, Management may, but is not obligated to, perform all work reasonably necessary to correct the noticed condition and bill the Resident for this service, pursuant to Civil Code Section 798.36. All trash, debris, boxes, barrels, brooms, ladders, etc., must be kept out of sight. No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobile home at any time. Unsightly vehicles are not permitted to park on mobilehome spaces (see "Vehicles"). No storage under mobilehomes or decks or on top of or behind storage sheds is allowed. No appliances are allowed outside of the mobilehome or storage shed. Only patio furnishings, operational barbecue equipment and decorative plants are allowed on the decks or patios.

B. The Park has an extensive network of underground utilities. Any digging or trenching must be approved in writing by Management in advance. The Homeowner shall be liable for any damage or injury incurred as a result of digging or grading of any area around the mobilehome or any deviation from the plan submitted for approval to Park Management.

C. Management approval of all plans for work to be done by contractors in the

Park is required.

D. Resident does not have the right to make repairs or capital improvements to the homesite and charge back the cost of such repairs or capital improvements to Management. All alterations, improvements, and changes shall be approved, in writing, in advance but will be at the cost of the Resident, and shall at once become a part of the realty and belong to Management. However, at Management's option, Resident shall, at his or her expense when surrendering the lot, remove all such alterations, additions, or improvements installed by Resident, and Resident shall repair any damage to the premises caused by the removal.

E. Subject to the limitations of Civil Code Section 798.37.5, all plants, shrubs, and trees planted on the homesite as well as all structures permanently embedded in the ground at the homesite, blacktop, concrete or any other structure permanently attached to the ground of the homesite, shall be maintained by Resident at Resident's sole expense and responsibility, and Resident shall be completely responsible for each of them. Tree maintenance shall include, but not be limited to, trimming and removal of the trimmings. No tree shall be planted without the express permission, in writing, of Park management.

F. Subject to the limitations of Civil Code Section 798.37.5, driveways and walkways on the homesite are the responsibility of the Residents. Residents shall maintain their driveways in a clean, safe and attractive condition. Periodic replacement, at Resident's sole expense, may be required based on wear and deterioration. Management reserves the sole right to determine if a driveway or walkway is beyond repair and needs replacement.

G. When a homesite is vacated, Resident must insure that all holes must be filled and leveled and lot cleaned.

7. **INSURING PROPER DRAINAGE:** It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the homesite. This requires that Residents do no act which would impede the natural flow and drainage of water or assist in the buildup of water. Residents are required to use proper irrigation techniques. Additionally, it is suggested that the Resident "level" the coach on a consistent basis and install rain gutters on the roof. Please consult Management for suggestions or assistance in this regard.

8. **MOBILEHOME MAINTENANCE:** The exterior of the mobilehome must be well maintained, clean and neat in appearance and kept in good repair. Management reserves the right to require painting of the mobilehome if it falls into a condition that is chipped, peeling or stained. All electrical, water, sewer, and gas connections must be kept in a good and leakproof condition at all times and in compliance with all state and local laws or regulations. Report any community facility which is out of order to the Management. Any additions to the mobilehome (porches, screen rooms, cabanas, air

conditioners, water softeners, etc.) must be approved by Management in writing, then submitted to the proper regulatory agency for the necessary permits. (See Paragraph#11.) Use of spray guns or heavy equipment requires Management's prior approval.

9. STORAGE SHEDS: Prior written approval of Management must be obtained before a shed is installed. No more than one (1) storage shed will be permitted. The storage shed may have a maximum total footprint of 150 square feet. The shed may have a maximum height of 8 feet unless the shed is on the carport or under the patio/deck awning, in which case the height of the shed must extend to the bottom of the carport or patio/deck awning so that the carport or patio/deck awning serves as the roof. If an existing shed is re-roofed, shingles must be used that match the home. No rolled composition roofing will be permitted. The shed must be set on a concrete floor. The location of the shed must be approved by Management and checked in advance for any underground pipes, wires, utilities, etc. Installation of the shed, including digging and pouring the concrete pad, will be at the resident's risk and expense. The shed must be located on the street side directly behind the home if the back of the home faces the street. Otherwise, the shed should be placed on the homesite at the rear of the home. Storage sheds must be professionally manufactured and the siding color and material must match the mobilehome if possible. Electrical service to the shed requires a State permit. The maintenance requirements for a shed are the same as those required for the mobilehome as outlined in Paragraph 8. Sheds must be installed in conformance with Title 25, California Code of Regulations, and be at least four feet from utility pedestal to allow for maintenance and reading of meters.

10. MOBILEHOME STANDARDS: The following guidelines have been established for those Residents who wish to perform any additions, replacements or alterations to their space, mobilehome, accessory structures or landscaping or when replacement is required by Management due to deterioration, damage or neglect. Deviations from these guidelines may be permitted under circumstances deemed extraordinary in the sole judgment of the Management. Homeowners will be required to submit a scaled site plan describing any proposed work. Homeowners must receive Management's prior written approval before commencing any work on their space. Management reserves the right to apply the following guidelines to any new installation, remodel or modification. Management will apply only those sections of these standards which relate to the Homeowner's proposed changes. On existing mobilehomes, all work must be fully completed within 45 days from commencement. On new homes all work must be fully completed within 45 days from delivery of the home. This work includes all required appurtenant structures and landscaping requirements. Management reserves the right to make exceptions for accommodation of disabilities as required by law.

A. Mobilehomes must be a minimum of 480 square feet or 12' wide x 40' long for spaces which can only accommodate a single wide home. Mobilehomes must be a minimum of 800 square feet or 20' wide x 40' long for spaces which can accommodate a double wide home. Existing setbacks must be observed and in no event may any home or appurtenant structure be located closer than 3 feet to the street.

B. Mobilehomes being resided / re-skirted must have skirting/siding which is either redwood, aluminum or vinyl ship lap or hard-board material of a T-111 style. Skirting/siding for patio/decks, handicap ramps and stairs must be the same material and color as the home. Skirting/siding patterns must be the same pattern throughout the home with the exception of trim pieces. Management encourages the use of decorative masonry skirting. All such material must be approved in writing by Management. Skirting must be kept in good repair at all times.

C. Single wide mobilehomes must have roofs that are a minimum 2/12 pitch and double wides must have roofs that are a minimum of 3/12 pitch. All roofs must be made only of wood, tile or composition shingles. Only existing metal roofs may be replaced as metal roofs. Those metal roofs must have a finished roof coating in white. Residents replacing shingle roofs must continue to use wood, tile or composition shingles unless prohibited by law. Rolled composition or built-up foam roofing material is not permitted.

D. Management must approve in writing all exterior colors. Homeowners will be required to provide a color sample to the Management office prior to any exterior painting.

E. Mobilehomes must have awnings covering all carports, handicap ramps, and front and rear steps. Patio/deck awning covers must extend the entire length of the home unless the patio/deck is in the rear of the home. Management may at its discretion require the installation of window awnings over certain windows and/or upgraded front elevations in order to create a more traditional appearance to the home. Three-band aluminum unitizing or full band wood fascia must be installed around the entire perimeter of a new home to include all patio/decks, handicap ramps, carports, and front and rear steps. Aluminum unitizing and full band wood fascia must be color matched to the home siding or trim. Residents who add or replace carports, patio/decks, handicap ramps of front and rear steps must cover them with awnings. Any awning in disrepair must be replaced and must meet the criteria herein.

F. Mobilehomes must have a minimum raised patio/deck of 6' x 20'. All raised patios/decks, stairs (entire risers) and handicap ramps must be fully carpeted with all edges trimmed in aluminum. Exposed redwood wood patios/decks, stairs or handicap ramps will be permitted. They must be properly skirted and stair treads must be faced. Required patio/deck/stair railings must be constructed of wood, aluminum or wrought iron.

G. Mobilehomes must provide covered carport parking for two (2) vehicles unless the space can only accommodate one (1) vehicle. Windbreaks or sunblock's are allowed on the carport sides per paragraph "K", below.

H. No ducts or refrigeration units are allowed on the roof. No evaporative, window mounted or through-the-wall cooling units of any kind are allowed. The location

must be approved in writing by Management.

I. Reflective mirrored film or foil may not be used on the window of a home if it is visible from the exterior of the home. Any interior window coverings visible to the outside must be standard drapery, mini-blind or shutter material.

J. Exterior windbreaks or sunblock's are allowed on the patios/decks and carports provided they are constructed of approved aluminum style or vinyl material and provide a 12" from the ceiling and an 18" clearance from the floor. No wood lattice windbreaks or sunblock's are permitted anywhere on the exterior of the home. A plastic or vinyl system may be permitted providing it is framed. Screen rooms are permitted on patio/decks provided they are constructed using bronze anodized aluminum framing materials from top of patio/deck to bottom of awning. California rooms (or Arizona rooms) may deviate from this requirement if approved by Management.

K. Mobilehome Hitches must be removed.

L. Chimneys, flues or exhaust vents may extend above the roof line only high enough to meet applicable codes. Any chimneys, flues or exhaust vents extending beyond 12 inches above the roof line must be skirted to match the home siding or must be covered with other approved decorative material. No items of any kind may extend beyond 36 inches above the roof line unless specifically required by law. Patio/deck stair railings must be constructed of wood, aluminum or wrought iron.

M. Full landscaping plans or any substantial change in landscaping must be preapproved by Management and must include detailed drawings showing kinds and location of plantings to include size, type and color. Types of landscape rock, ground cover, and details of the irrigation system must also be included. Any plans that include digging on the space must have prior approval by Management to insure no damage done to park infrastructure.

N. Landscaping must be comprised primarily of shrubs, flowers and ground cover. Decorative rock, wood bark, or mulch may be used only as accent material around trees or shrubbery areas.

O. It is the homeowner's responsibility to install and maintain well designated borders enclosing their landscaping where it does not abut a park street or walkway. No border may extend beyond a homeowner's lot line without Management's prior written approval. Homeowners may mutually agree to install and maintain one common border where lots are adjacent. A written agreement regarding the common border must be on file with Park Management, and it must be disclosed by seller if the mobilehome should be sold. Borders must be constructed of decorative masonry material or redwood. Redwood borders must be buried to within two inches of the ground.

P. The park's pedestal breakers are individually rated. This amperage rating may not be exceeded under any circumstance. In the event a mobilehome is replaced, the new mobilehome may not exceed the amperage rating of the former mobilehome unless approved by Management in advance and all work is performed with and according to all applicable permits.

Q. In accordance with code requirements, all service pedestal areas must be easily accessible at all times.

R. In addition to receiving Management's prior written approval before commencement of any work, all necessary city, county and state permits must be obtained.

11. MOBILEHOME RESALE

A. Residents must notify Management sixty (60) days prior to the intended date of sale and sign an "Intent to Sell" form. At this time, Management will notify Resident in writing of any repairs or maintenance needed for homes which are to remain in the Park. For Sale signs are permitted only as allowed by law, as described in Civil Code 798.70. No other signs are permitted. No "Open House" signs or "Real Estate Caravans" are permitted in the Park. Management reserves the right to require removal of a home upon resale in order to upgrade the Park in conformance with the California Civil Code.

B. Before the sale has been completed, the prospective Homeowner (the Buyer) must be accepted in writing by Management and a Rental Agreement must be signed. If a Buyer fails to comply with this Rule, it will result in the denial of entry into the Park for such person. A Buyer may not commence occupancy of a mobilehome until a Rental Agreement is signed and the sale is completed.

12. VEHICLES

A. SAFE DRIVING: Due to heavy pedestrian traffic in the Park, everyone is urged to drive SLOWLY and CAREFULLY at all times within the Park.

B. PARKING: Each homesite has parking facilities. NO STREET PARKING IS PERMITTED. The streets within this community are narrower than conventional city streets and are in compliance with construction standards for mobilehome parks in California. The streets within a mobilehome park are entitled "Fire Lanes" and as such are under the jurisdiction of the local fire department. Therefore, any Resident or Guest of a Resident parked on the street is subject to having his/her vehicle towed away at the owner's expense. Parking is ONLY permitted in the Homeowner's driveway. No parking is permitted on any part of a mobilehome space except on a properly constructed and paved driveway. Vehicles may not protrude into the street or across sidewalks. Guest parking areas are ONLY FOR GUESTS.

Residents may be allowed to build at their own expense and use secondary parking spaces on their home site, as long as these spaces are properly constructed and paved and maintained in good working order and used only for vehicle parking purposes (no parking on grass or landscaping). All four wheels of all vehicles using a secondary parking space must be off the street and on the paved secondary parking space. Vehicles, including vehicle bumpers, must not encroach on the red striping which borders the fire lane. All plans for the construction of secondary parking spaces must be submitted by the resident to management for approval. Any change in parking and any addition of a secondary parking space cannot decrease the value of the Park, the unit in question or that of their neighbors'. No construction on a secondary parking space may begin before written approval of this construction by management. Any adverse impact a secondary parking space might have on neighboring lots will be strongly considered by management when deciding whether to grant permission to construct a secondary parking space. Management will be the sole authority on what constitutes an acceptable secondary parking space and what constitutes a negative impact on the Park and surrounding neighbors.

C. VEHICLE COSMETICS AND MAINTENANCE RESTRICTIONS:

Unightly vehicles are not permitted to park on mobilehome spaces. All vehicles, including pick-up trucks and vans, must be maintained in good working and driving condition at all times. Vehicles may not be parked on blocks. All vehicles must be substantially free of damage and properly painted. Any vehicle which drips fluids must be fixed to avoid damage to the paving. Drip pans may be used if kept clean. Residents shall not leave any vehicle in disrepair anywhere on the premises, including the assigned parking spaces. Such vehicles shall be deemed a nuisance and may be towed away at the vehicle owner's expense. No vehicle repairs other than minor maintenance shall be performed on any vehicle while it is in the Park. Lubrication, oil or coolant change, degreasing or any other type of maintenance which might create a nuisance or violation shall not be performed anywhere in the Park.

D. BICYCLING: Bicycling is not permitted on the sidewalks or parking areas but is permitted in the streets.

13. FENCES: For privacy and protection of pets, residents may build fences at their own expense on their home site. Fences may not exceed 4' (four) feet in height at any point, measured from the lowest point of the lot along the fence line where it meets the soil on the side of the property on which the fence is being constructed. For example, if there is a retaining wall on a lot, the fence may not be built 4' high on top of that wall; the top of the fence on top of the wall could not be more than 4' about the bottom of retaining wall where it meets the ground. However, the uphill neighbor could put a 4' fence on top of the soil, so long as it does not adversely impact the downhill neighbor as provided below. If the lot is sloped, the top of the fence will not follow the slope. Instead, the top of the fence will always be level, horizontal, so the fence will have to step up from place to place but never be more than 4' high. Absent special circumstances, all fences shall be in the back half of the lot and at least 50% of the fence surface shall be open and transparent

as measured in square feet. These fence restrictions are in part intended to minimize the visibility of fences from the street helping beautify the overall park appearance. All fences shall be made of wood or metal only and shall be of a neutral color and finish. Fences will also be subject to material, height and setback requirements as determined by Buyer's board of directors, California law, utility providers and any applicable local ordinances. All plans for fence projects must be submitted in writing to management for approval and permits must be obtained when necessary before construction begins. The plans shall include a description of the fence materials and finished color. Any adverse impact fencing might have on neighboring lots will be strongly considered by management when deciding whether to grant permission to construct a fence. Management will be the sole authority on what constitutes a fence, what constitutes an acceptable fence, and what constitutes a negative impact on the Park and/or surrounding neighbors.

14. ANTENNAS: No radio antennas may be erected in the Park. Satellite dishes or TV antennas as permitted by law may be installed with Management approval. Management must approve in writing placement of the installation. Approval will be granted only for installations in the most inconspicuous manner possible, while allowing for adequate reception.

15. TRASH CANS: Residents may have only one (1) garbage container and one recycling container. This container must be placed curbside for designated pickup service. Residents should check with the park office for the pickup schedule. No refuse containers shall be placed curbside earlier than the evening before the pickup. Except for pickup, all garbage cans must be stored out of sight such as inside storage sheds.

16. SUBLETTING: NO subletting, subleasing, or renting of mobilehomes or homesites is allowed unless required by law and then only to the extent the law requires. The PARK is for owner-occupied homes only. At all times, at least one full-time park approved Homeowner must live in the home.

17. ZONING DISCLOSURE: The Park operates under zoning designation RM-3-MH. The park operates under use permit 3666-U, 2605-U and 54-36-(T). The park is owned in fee simple.

18. OCCUPANCY QUESTIONNAIRE: Resident shall provide Management with a copy of the registration card issued by the Department of Housing and Community Development for the mobilehome within 10 days of receipt of the original and each annual renewal. Additionally, resident shall complete, sign and provide Management, on execution of the Rental Agreement and thereafter on three (3) days written notice from Management, an Occupancy Questionnaire containing the following information:

- a. The names of all occupants in the mobilehome and their ages;
- b. The relationship of the occupants: family members, guests, residents or

shared tenancy under California Civil Code Section 798.34(b);

- c. The identities of the legal and registered owners of the mobilehome;
- d. The names and address of all lienholders of the mobilehome; and
- e. Any further information reasonably requested by Management.

19. SECURITY: The Mobilehome Park is not a security community. Any existing or new structure or services such as, but not limited to; perimeter fencing, front gates, the locking of the clubhouse or the use of card keys shall be construed as adding to the comfort and lifestyle of the Residents and shall not guarantee or imply any security. Any of the structures or services referred to above may be inoperative or unavailable due to circumstances beyond the control of the Management. Management assumes no security responsibility during these periods or at any other time.

20. LAUNDRY: Automatic laundry facilities are for the Resident's use only. Please leave machines, dryers, and laundry room clean. Remove all clothes from machines as soon as they are finished. No dyeing or tinting permitted in machines. Laundry room hours are posted at the facility.

21. PETS: No pets are allowed in the Park without written permission of management. A pet registration form must be filled out prior to allowing any pet in the park. Only aquatic animals in an aquarium, birds in a cage, or miscellaneous small mammals such as hamsters or rats, or two (2) small dogs or two (2) cats with a maximum full grown size of 12" (inches) shoulder height and a maximum weight of 20 lbs. when full grown is allowed. Pets cannot be left unattended and without a leash outside of the home. Pets must be on a leash no longer than 6' (feet) when walked in the Park. No pets are allowed in the recreational/clubhouse/pool areas. Management reserves the right to approve all pets and to remove any pet determined to be a nuisance to the Park or the Residents or left unattended. Pets that bark, bite or disturb their neighbors will not be allowed. Residents are required to pick up their pet's droppings and to keep their spaces in a clean and sanitary condition at all times. Guests and visitors are not permitted to bring pets into the Park. In addition, owners of pets must be in compliance with the Santa Cruz County Ordinances regarding pets.

Pet owners and potential pet owners must also:

- a. Bring a picture of their pet into the office for their file;
- b. Have all records, including, but not limited to, veterinary records, vaccinations and shots, kept up to date and provide a copy to Management;

- c. Have a report from the Veterinarian as to the mature size of the pet and the normal weight of such animal when full grown;
- d. Keep control of their pet at all times and keep it from running loose in the Park. Pets running loose will be considered to be without ownership and will be treated accordingly. Under no condition are pets to invade the privacy of anyone's homesite, shrubs, flowerbeds, etc.
- e. "Curb" their pet and dispose of all defecation, immediately.

GUESTS AND VISITORS ARE NOT PERMITTED TO BRING PETS INTO THE PARK.

22. **POOL.** The pool will be open for use and heated as posted in the office and/or the community bulletin board. These dates may be extended or contracted at the Management's discretion. Management reserves the right to close or restrict the use of the pool in the event restrictions on water use are imposed by government or quasi-government agencies or water companies and for the purposes of cleaning and repair. Management will abide by and conform to energy conservation programs established by the government or utility companies with respect to heating the pool.

There is no lifeguard on duty. All individuals using either the swimming pool or pool area equipment do so at their own risk. Management reserves the right to restrict the use of the pool area and deck area at Management's discretion. The pool may not be reserved for group activities.

- 1. All guests and occupants must be accompanied by a Resident.
- 2. It is strongly recommended that children under the age of 11 years old be accompanied by an adult at all times.
- 3. Remove all hairpins and hair ornaments before entering the pool.
- 4. Maximum of three Guests per Resident at the pool area.
- 5. Any individual irrespective of age who is incontinent, has insufficient control over urination or defecation, or in need of diapers is not permitted in the pool.
- 6. No diving or jumping from the edge of the pool is permitted.
- 7. No beach balls, rubber rafts, float boards, swim fins, coins, rocks, or other loose objects etc., are permitted. Objects are not permitted to be thrown into the pool.
- 8. Glassware, alcoholic beverages or drugs are strictly prohibited in pool area.

9. No food is allowed in the pool area. Beverages are permitted only if they are in non-breakable containers. It is the residents' responsibility to take all debris and trash home with them for proper disposal.

10. Wet surfaces are slippery. No running in the pool area. Non-slip type footwear is suggested.

11. Only full bathing attire may be worn. No cut-offs or t-shirts are permitted.

23. CLUBHOUSE AND RECREATIONAL FACILITIES. The clubhouse and recreational facilities are private property provided for the exclusive use of Residents and their guests. Residents are entitled to bring a maximum of three (3) Guests into the clubhouse and recreational facilities. Guests must be accompanied by a Resident when using the clubhouse and recreational facilities. Hours are as posted.

A. Reservations for clubhouse functions may be made solely for groups consisting of Park Residents and their Guests (subject to the above limitations). Reservations will be accepted on a first come, first served basis. Please check with Management for the rooms and times available for reservation. The Residents must reserve the facility for the function and obtain the prior written consent of Management. The group using the clubhouse facilities is responsible for the cleanup work. Tables and chairs used for group functions should be put away immediately following each function unless other arrangements have been made with the Management. Management further reserves the right to require a security deposit for any of the facilities including the clubhouse use or, based upon prior experience, prohibit a group from scheduling a function. Management also reserves the right to prohibit any function deemed by Management to in any way be detrimental to the facilities. The park facilities are not to be used for general community meetings such as the Lions Club, Girl Scouts, etc.

B. The clubhouse and all other facilities are used at one's own risk. Except as expressly stated in the California Civil Code, Management reserves the right to restrict the use of the clubhouse and any other park facilities as to hours, purpose, and conduct. The clubhouse is designated as a "no smoking" facility. No alcohol is allowed in the clubhouse. All persons must wear shirts and shoes when using the clubhouse or any recreational facility other than the pool. Other than the pool, no wet swim apparel is permitted in the clubhouse or recreational facilities.

C. Heating will not be operated on a constant basis in the common facilities which have heating capacity. Heating will be turned on during normal business hours as required in Managements' judgement to maintain reasonable temperature levels consistent with energy conservation requirements.

D. Billiards:

1. Players are limited to three (3) games when others are waiting.
2. Players shall cover the table before leaving the billiard room.

24. SPECIAL RULES INCORPORATED BY REFERENCE: Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Residents must read and follow the posted rules.

25. CAPTIONS: The titles of paragraphs herein are for identification only. Residents should read the complete text of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.

26. EXECUTION AND ACKNOWLEDGMENT: Resident acknowledges having read the Park Rules and Regulations, including the Pool Rules and Regulations and the Clubhouse Rules and Regulations, and agrees to be bound by all the terms and conditions herein contained.

Resident Signature _____ Date _____

Print Name: _____

Resident Signature _____ Date _____

Print Name: _____