

December 9, 2005

THE FRANCISCAN PARK

A Family Community



An Equal Opportunity Housing Provider

700 Hoffman Street
Daly City California 94014

RULES AND REGULATIONS

1. INTRODUCTION

A. These Rules and Regulations have been designed to facilitate Resident cooperation between other residents, management, and the Owner of The Franciscan Park (hereinafter "Owner") and to promote the enjoyment and convenience of all residents in the Community. All Rules and Regulations of the Community will be interpreted and applied in a reasonable manner.

B. **The Franciscan Park is an equal opportunity housing provider.** It is the policy and intent of The Franciscan Park to do business in accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, religion, national origin, sex, sexual orientation, handicap, age or familial status.

C. These are the standards of acceptable behavior for The Franciscan Park and all residents are expected to comply. These Rules and Regulations supersede any other rules and regulations dated prior to the date set forth above.

2. OCCUPANCY RESTRICTION:

No more than two (2) persons per bedroom, plus one (1) additional person per home shall regularly occupy the home. For purposes of this restriction, "bedroom" is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. "Bedroom" does not include any room which has been or could be converted to a bedroom.

3. USE OF FACILITIES:

Residents and guests may use the space and Community facilities only if they comply with these Rules and Regulations and other provisions of the Community's residency documents.

Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their guests, the nature and extent of the failure to comply, the expense and practicability of enforcement and the laws then in effect. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Owner and each Resident individually. Resident agrees that he/she is not a third party beneficiary of any other agreement between Owner and any other resident in the Community or the Rules or Community's Rental or Lease Agreements. The Resident agrees that the common area facilities will be left in clean and good condition after use.

4. COMMUNITY PERSONNEL:

A. Owner shall be represented by its Community Manager(s) vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner.

B. Community maintenance personnel are employed for maintenance of Community property only and shall not be asked to do work in or around Resident's home. If a Resident has questions concerning the utility pedestal outside the home, or questions in regard to the Community Rules, please contact the Community Manager. Maintenance employees do not have authority to answer questions concerning State, County, City or other laws and ordinances or the Community Rules and Regulations. Community property, tools and equipment are for the use of Community personnel only. Residents shall not use or borrow the Community's property, tools or equipment.

5. PAYMENT OF RENT:

All rents are due and payable on or before the first (1st) of each month. All rents shall be paid by check or money order. If the entire rent owed by Resident is not paid by the end of business on the sixth (6th) day of the month, Resident shall pay a late charge of Twenty-five Dollars (\$25.00) to Owner in addition to that month's rent. Resident will also pay to Owner a Twenty-five Dollars (\$25.00) charge for each check of Resident's which is returned or dishonored for any reason by Owner's bank. Should Resident's personal check be returned for any reason by Owner's bank, owner may, upon ten (10) days' written notice to Resident, require payment to be made thereafter in the form of guaranteed funds, such as cashier's check or money order only.

6. GUESTS:

A. All guests must register with Management if they stay more than a total of twenty (20) consecutive days.

B. Resident agrees to acquaint all guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Resident is personally responsible for all the actions and conduct of guests including, but not limited to, any damage caused by guests.

C. Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their guests and, therefore, Management may

refuse any guest access to said facilities if the guest's presence would unreasonably detract from the use and enjoyment of these facilities by other residents and guests who are then using the facilities.

D. Guests are permitted to use the facilities of the Community only when accompanied by a responsible adult member of the household they are visiting.

E. Guests may not in turn, invite other guests into the Community without the prior approval of Management.

F. If Resident will not be present, then guests may not occupy or otherwise use Resident's home.

7. LANDSCAPING:

A. Landscaping of unlandscaped spaces or changes to existing landscaping shall be completed within thirty (30) days of the date Resident signs the rental agreement or the date work is first commenced, whichever is earlier. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which will or will not be accepted as landscaping. Consequently, the following general landscaping standards are provided only to assist residents in their preliminary planning. Prior to beginning any landscaping, including changes to existing landscaping, Residents shall obtain prior written approval of Management. **Residents are cautioned that there are spaces in the Community which contain landscaping which no longer conform to the present Community standards and regulations. Residents may not assume, therefore, that their plans will be approved because they conform to landscaping existing on other spaces.** Any landscaping installed which does not conform to the Community's residency documents or is installed without the required written approval must be removed by Resident within ten (10) days of receipt of written notice.

B. The Community's general landscaping standards are:

- (1) Residents are encouraged to be as original and elaborate as they wish as far as lawn, flowers, and shrubs are concerned;
- (2) Live plants are preferred. Artificial plants/flowers, in good condition, may be used but must be replaced when they fade or deteriorate. Evergreen grasses, ground cover, flowers and small shrubs are generally acceptable. Toxic and poisonous trees, plants or shrubs are prohibited.
- (3) Decorative rock may be incorporated in a Resident's landscaping plan provided written approval is first obtained from Management as to its location. Additionally, plants, trees and shrubs must be incorporated into the same area as the rock. Wood chips, bark may be used with approval and if properly maintained after installation;
- (4) Odorous manures and fertilizers shall not be used.
- (5) Trees are permitted only with prior written Management approval as to the type and location. No tree or shrubbery is allowed which does or may develop a root

structure which causes cracking, buckling, or otherwise interferes with streets, driveways, other Community facilities or other spaces;

- (6) Installation of, or changes to, existing fences or walls is prohibited unless approved by Management and shall conform to existing city codes, which allows a maximum of 3 feet

high in front and 6 feet high on the sides and in back. All fences are prohibited within 3 feet of homes.

- (7) Waterfalls, statuary and other forms of decor will be permitted only with Management's prior approval; and
- (8) Permanent flagpoles are not permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the home and easily removed for storage, are permitted.
- (9) The area in front of the home shall be landscaped in accordance with the aforementioned standards. Poured concrete in the front area is not permitted, unless it is intended for landscaping purposes, with management approval. Resident shall not cement or brick front area of residence for the purpose of parking a vehicle.

8. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES:

A. The installation of all required appliances, accessory equipment and structures on incoming homes by Resident shall be completed within thirty (30) days of the date Resident signs the rental agreement or first occupies the home, whichever is earlier. Prior to commencing installation of or a change in accessory equipment and structures, or installation of or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Management's approval a written plan describing in detail the accessory equipment, structure or appliance which Resident proposes to install or change. Because of the wide variety of types and styles of available appliances, accessory equipment and structures, it is impossible to describe all those which Management will or will not accept. Consequently, the following accessory equipment, structures and appliance standards are provided only to assist residents in their preliminary planning. Residents must discuss their plans for accessory equipment and structures with the Community Manager prior to preparing the written plan for Management's approval. Residents are cautioned that there are homes and spaces in the Community which contain accessory equipment, structures and appliances which no longer conform to the present Community standards and regulations. Residents shall not assume, therefore, that their plans will be approved because they conform to accessory equipment, structures and appliances existing on other homes and spaces. Any accessory equipment or structure or appliance installed or changed which does not conform to the Community's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.

B. The Community's general standards for accessory equipment, structures and appliances for incoming homes are:

- (1) Porch and carport awnings, skirting, and steps must be added;

- (2) Carports, patios and porches must be covered by an awning which covers the carport, patio or porch and is aesthetically compatible with the appearance of the home;
- (3) All exterior siding of the home must be of a material approved by Management, with skirting to match and compatible with existing homes. Plywood siding is not permitted.
- (4) Roofs must be of composition shingle or other Daly City approved material of an approved color;
- (5) Exterior steps must be Daly City approved material matching the exterior material of the home. Treads and porch surfaces, unless masonry, must be covered with outdoor carpet or other approved material. Steps must have approved handrails;
- (6) The temporary steps provided by the dealer must be removed from the Community no later than sixty (60) days from the time the home is moved into the Community;
- (7) If Resident installs one (1) storage shed, if space will allow, it must be a minimum of 48 square feet floor area and a maximum of 100 square feet (not to exceed 10 feet in height), placed in a spot approved by Management. A second storage shed may be installed provided that together they do not exceed 100 square feet. Storage sheds shall be of an approved manufactured type, and if painted, it must be painted to match the exterior of the home;
- (8) All homes moving into the Community must have detachable/removable hitches and tongues which must be removed when the home is installed;
- (9) Only new homes which will fit on the space will be permitted to move onto any empty space in the Community. Only double-wide homes will be permitted to move onto double-wide spaces;
- (10) Drippings from air conditioners are not allowed to fall onto the ground under the home but must, instead, be piped away from the home in a manner satisfactory to Management. Management must approve the location and type of all air conditioning and cooling units. **Air conditioning units must be compatible with the electrical output of the Community;**
- (11) All appliances must conform to all applicable federal, state and local laws and ordinances. **Resident is responsible for making sure that the home and all accessory equipment and appliances are compatible with the electric service now available and do not exceed a combined rating of 50 amps;**
- (12) TV or dish antennae may only be installed at a location approved by Management on the rear one half (½) of the space or home. All such antennae must not be visible from the street. If placement of the antennae in accordance with these rules

sufficiently impairs the quality of reception, the antennae must be installed in the most inconspicuous location possible and out of view to the greatest extent possible. TV and dish antennae may only be as high as reasonably necessary to receive acceptable quality signals provided that no TV or dish antennae may extend more than twelve feet (12') above the home roof. Only dish antennae, which do not exceed one (1) meter in diameter, are permitted. All other dish antennae are prohibited. Every TV and dish antennae must be installed and secured in compliance with all applicable codes, city and state laws and regulations. TV and dish antennae must be installed and secured so as not to jeopardize the safety of any neighboring property and/or person. Resident is responsible for the maintenance and repair of any TV or dish antennae installed on resident's space or home and all such devices must be maintained in good condition and repair. Resident is responsible for all costs associated with the installation, maintenance, use or removal of any TV or dish antennae. TV and dish antennae are not allowed to encroach onto any common area or the space of another resident, or placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection;

- (13) New homes must have a State of California approved tie down and earthquake bracing system;
- (14) The installation of pools, spas, hot-tubs and Jacuzzis outside of the home is prohibited.
- (15) Exterior shades, screens, blinds and other similar items are prohibited unless Resident obtains the prior written consent of Management. Exterior shades, screens, blinds or other similar items which are made of bamboo, rattan and fiberglass are prohibited. Any approved exterior shade, screen, blind or other similar item which is unsightly and/or in need of repair must be replaced or repaired upon request.
- (16) Screened-in rooms must look like an integral part of the home and must have the written approval of Management before construction begins;
- (17) Exterior color and materials used are subject to management's discretion and must be of an approved color;
- (18) In order to maintain the aesthetic beauty of the Community, Owner/Management reserves the right to impose additional standards on those residents who have corner spaces or spaces in unique locations. Additionally, Owner specifically reserves the right to dispense with strict compliance with the foregoing when compliance is, at Owner's discretion, impossible, not practicable, or aesthetically or architecturally incompatible with the particular home or space.

C. The Community's general standards for accessory equipment, structures and appliances for existing homes are:

- (1) Residents are required to maintain in good condition and repair the home and all accessory equipment, structures and appliances which are presently installed or may be installed on the space. This obligation includes the replacement of any such items which are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the home, accessory equipment, structures and appliances when they are reasonably in need of repainting. Color and materials used are subject to Owner/Management's discretion. In addition, all such items shall be required to comply with all applicable laws and regulations; and
- (2) All new Residents will be required to adhere to the standards for incoming homes herein instituted. Residents residing at the Franciscan prior to said standards will not be required to comply unless said resident voluntarily makes changes and/or additions to their space, home, accessory equipment, structures or appliances. Residents will then be responsible for complying with all new standards which directly apply to the changes and/or additions to their homes. For example, if a storage shed has been added, the Resident would only be required to adhere to the storage shed standard.

9. LOT AND HOME MAINTENANCE AND APPEARANCE:

A. Residents must maintain their space and home and all landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well kept fashion. Lawns must be mowed regularly and weeds must be kept under control. Residents must maintain at Resident's sole cost all trees located on their space, regardless of whether they planted the trees or the trees were planted by a prior resident/occupant of the space, so as not to become a specific hazard or health and safety violation. Management shall be responsible for the trimming, pruning, or removal of trees located on Resident's space only upon a determination that a tree poses a specific hazard or health and safety violation. Should Resident fail to properly maintain a tree located on Resident's space, or should it be determined that Management is responsible for a tree located on Resident's space, Owner reserves the right, at Owner's sole discretion, to remove said tree. All concrete, asphalt and other surfaces, including driveways and parking spaces, shall be maintained in good condition, kept clean and maintained free of oil, and all other sticky or oily substances. Resident shall be responsible for the cost of repairing damage to and/or the replacement of Resident's driveway caused by an act of Resident, any member of Resident's family, any occupant of Resident's home, and any guests, workers, contractors or invitees of Resident. Resident shall be responsible, at resident's sole cost, for the maintenance, repair replacement, paving and sealing of a homeowner (past or present) installed driveway. When Resident is away, it is Resident's responsibility to have someone maintain his home and space.

B. Wheels, hitches and other items permitted by law are the only objects which may be stored under the home. Unless specifically permitted by the Community's residency documents or approved by Management, nothing may be placed or stored outside of the home or storage shed(s). This limitation includes, but is not limited to, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, and/or firewood. Patio furniture,

operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the home or storage shed. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose.

C. Trash, refuse and recycling materials must be placed in plastic trash bags or trash cans and kept inside the home, storage shed(s) or kept in a location not visible from the street or an adjacent home until placed out on the designated trash pick-up day. Trash cans must be promptly removed from the street after trash pick-up. Containers provided for recycling are not to be used for trash or other refuse but for recycling only. Residents are not to remove any item placed in recycling and/or disposal bins. Sanitary and health laws must be obeyed at all times.

D. Residents are not to utilize community's disposal bins, and are responsible for the disposal of large items (furniture, boxes, carpet, appliances and similar items) outside of the Community.

E. Resident must not dispose of hazardous waste, substance or household products in the Community disposal bins and shall not dump such substance on Community property, on space within the Community, in drain connected to the sewer system or in the Community streets. All hazardous waste, substances and household products including, but not limited to, used motor vehicle oil, engine coolant, pesticides, toxins, paints, cleaning products and other similar substances shall be taken by Resident to a hazardous waste collection center or otherwise disposed of in accordance with all applicable Local, State and Federal law.

F. Anything which creates a threat to health and safety shall not be permitted on the space. No flammable, combustible, or explosive fluid, material, chemical or substances, except ones customarily used for normal household purposes, may be stored on the space and then only in quantities reasonably necessary for normal household purposes.

G. As major repair and painting of home can cause damage to the property of others if not properly conducted, Resident is required to obtain Management's consent before undertaking such action.

H. If any portion of the exterior of the home or its accessory equipment, structures or appliances, or the space is damaged, the damage must be repaired within thirty (30) days. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed. If the work cannot be accomplished within that time then a written estimation of when the work will be completed shall be given to Management.

I. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's utility shut-off valves or part of the Community's cathodic protection system is located on Resident's space, it must be uncovered, accessible at all times and not tampered with by Resident. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the space, any apparatus or device for the purposes of using electric current, natural gas or water. Residents are not to open, remove or tamper with any utility meter and/or system without the prior written approval of Management.

J. Trees and shrubs may not extend beyond lot boundary lines. All trees and shrubs must be maintained so as not to obscure the street view of those driving in the Community.

- K. Resident will bear the cost of repairs to any utilities or Community property damaged by Resident. To avoid damage to underground facilities, Residents must have Management's approval before digging or driving rods or stakes in the ground.
- L. Drainage of the space must be maintained at all times so that water will drain away from Resident's home to the street and not onto other spaces or common areas. This obligation includes the grading of the space if the present grading does not meet this requirement.
- M. Sweeping or hosing dirt, clippings or debris into the street, common areas or the neighboring space is prohibited.
- N. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances and all such appliances, equipment and structures must comply with all federal, state and local laws and ordinances. **Only licensed contractors having liability and worker's compensation insurance are permitted to work in the Community and/or install items which are required to be connected to the electrical, gas or water supplies. All work must be approved by Management.**
- O. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliances or where there are specific restrictions on the installation of certain items, reference in the Rules and Regulations or other residency documents to items "connected to the gas, electric or water supply," are not intended to include normal household appliances that can be installed by simply "plugging in" to an electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Community is only concerned with items which require more extensive installation efforts where the method and quality of the installation may present health or safety problems if not performed correctly or the installation of items which require building permits or installation by a licensed contractor or where the Community or other persons may be adversely affected by the installation of the particular item.
- P. The Community's electrical service delivery system is subject to minor momentary and transient voltage surges, fluctuations and disruptions which may occur in the normal operation of the Community's electrical system. Such mitigations of delivery systems, which are not unusual and are beyond the control of Community, shall be the responsibility of Resident, including, installation and maintenance of any and all special and/or auxiliary protective devices on the load side of the service delivery point. Resident shall determine if any such work is deemed necessary to protect Resident's electrical equipment and devices from voltage surges, fluctuations and disruptions resulting from causes beyond the control of the Community.
- Q. Only accessory equipment, structures and appliances which are aesthetically compatible with the appearance of the home are permitted and no such "homemade" equipment, structures or appliances may be installed without Management's prior written approval.
- R. Residents must maintain and respect their lot boundary lines and not infringe on another Resident's spaces. Management reserves the right to restore original lot lines.

S. Resident is responsible to prevent any accumulation of water, moisture and/or mold under Resident's home.

10. ENTRY UPON RESIDENT'S SPACE:

Community personnel shall have a right of entry upon the land upon which a home is situated for maintenance of utilities, trees, driveways, for maintenance of the Space where the Resident fails to maintain the Space in accordance with these Rules and Regulations, and for the protection of the Community at any reasonable time, but not in a manner or at a time which would unreasonably interfere with Resident's use of the Space, except in the event of an emergency.

11. RECREATIONAL FACILITIES:

A. The hours for the recreational facilities are posted. The facilities will be closed from time to time for cleaning and repairs. Recreational facility rules are posted and incorporated by this reference.

B. Use of the recreational and other facilities by guests is a privilege, and may be revoked if Residents, or their guests, abuse the privilege by failing to act reasonably and in accordance with these Rules and Regulations.

C. Residents wishing to reserve the Clubhouse for social events may apply to Management, no earlier than 90 days in advance. Should the date not conflict with any other planned use of the facilities, and upon approval by Management, the request will be granted. There is a contract and fees for the use of the facility and a list of charges will be provided by management. A security deposit is required. Normal cleanup of the facility after the function is the responsibility of the Resident. All such functions must be conducted in full compliance with Community documents provided by Management. Rental of Clubhouse shall be limited to twice per calendar year, per household. Resident must also be in good standing with management, and in full compliance with the rules and regulations.

D. Children under fourteen (14) years of age and all guests shall be accompanied at all times by an adult resident while using the recreation facilities.

E. Swimming pool area rules are posted and are incorporated by this reference. **DO NOT SWIM ALONE. LIFEGUARD IS NOT ON DUTY.** Resident shall assume full responsibility while using the swimming pool, Jacuzzi and Sauna.

F. **Alcohol is prohibited in the clubhouse, Card Room and all other common area or recreational facilities. Smoking is also prohibited in the Clubhouse and other common recreational facilities.**

12. CONDUCT:

A. Residents and guests must behave reasonably, be respectful of the legitimate rights of others, not do anything which will unreasonably and adversely affect others and not do anything which may endanger anyone or any other person's property. This limitation includes, but is not limited to,

unreasonable and excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct, threatening or interfering with the Manager, employees, contractors or Owner of the Community. The use or display of fireworks and any weapon, including, but not limited to, bow and arrow, BB guns, knives and guns are expressly prohibited. A City of Daly City ordinance requires quiet hours between 10 pm and 7 am.

B. The Franciscan Park reserves the right to begin eviction proceeding against any Resident if said Resident or any member of Resident's household: 1) physically harms another resident, park guest, management, and/or outside vendor contracted to provide service to the park; 2) intentionally damages Owner's property, it's vendors, and/or the property of another resident; 3) makes continuous verbal or threatening acts such as harassment, sexual harassment, and/or intimidation against another Resident, park guests, management, and/or outside vendor contracted to provide service to the park. A continuous threatening act consists of a minimum of three (3) written violations at any time during Resident's stay at The Franciscan Park.

Residents are responsible for the conduct and behavior of his/her/their guests. As such, Resident may be evicted should said guests, 1) physically harm another resident, park guest, management, and/or outside vendor contracted to provide service to the park; 2) intentionally damages Owner's property, the property of another Resident; 3) makes continuous verbal or threatening acts such as harassment, sexual harassment, and/or intimidation against another resident, park guests, management, and/or outside vendor contracted to provide service to the park. A continuous threatening act consists of a minimum of three (3) written violations to Resident for the behavior of his/her/their guest.

The Franciscan Park holds firm to its ZERO TOLERANCE rule, and will begin eviction proceedings immediately against any Resident for first time offenses in violation of said rule, and/or if Resident is shown to be a threat to the property, the property of other residents, management staff, and/or outside vendors contracted to provide service to the park. All Residents and his/her/their guests must adhere to the ZERO TOLERANCE rule. There will be NO EXCEPTIONS.

C. Persons under the influence of alcohol or any other substance are **not permitted** in any area of the Community which is generally open to Residents and guests.

D. Radios, televisions, record players, musical instruments and other devices must be used so as not to unreasonably disturb others. Only FCC approved radio transmitters may be operated in the Community and then only if they do not interfere with other Residents' television, telephone or radio reception.

E. Residents and guests must not encroach or trespass on any area which is not open for general use by Residents and their guests. All Community property which is not for the use of Residents and guests, including but not limited to gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Community must be avoided and not used, tampered or interfered with in any way.

F. Residents and their guests must not encroach or trespass on other Resident's spaces without that Resident's approval, or do anything which might unreasonably disturb other residents. Residents must acquaint all visiting guests with the Community Rules and Regulations.

G. Although playing in the streets is not prohibited, all such activities must be limited to activities which will not present a reasonable likelihood that the participants, others, or property of others will be injured or damaged. This limitation includes, but is not limited to, baseball, football, or other such games involving flying objects, skateboards, "Big Wheels," and remote control devices. Parents and/or Guardians are responsible for children in the streets.

H. Except for fireplaces, barbecues and other appliances in Resident's home, fires are not permitted.

I. The violation of any law or ordinance of the City, County, State or Federal government is prohibited.

13. VEHICLES:

A. Major repair or maintenance work of any kind on any vehicle, boat or may not be done in the Community.

B. Vehicles, including bicycles, must be operated in a safe manner. Pedestrians and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Community by any person who is not licensed. Vehicles operated in the Community must be properly licensed and registered. Residents must obey all posted traffic control signs (e.g. stop signs, no parking signs, and speed limit signs, etc.).

C. Vehicles are not permitted in the Community unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior has deteriorated to a point where they are unsightly and detract from the appearance of

the Community or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently.

D. Bicycles may only be ridden on the roadways and not on sidewalks, grass, vacant Spaces or any other paved area. Bicycles should obey the same traffic regulations as other vehicles. Small children under the age of six must be supervised by a responsible adult while riding bicycles in the Community.

E. Mini-bikes, dirt bikes, motorized scooters and other loud vehicles are not permitted within the Community. Guests are not permitted to bring any such prohibited vehicle into the Community.

14. IMPROVEMENTS:

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Community and shall remain upon and be surrendered with the space, unless Resident obtains permission from Community to remove, at his own expense, said improvements. Resident shall repair any damage to the space caused by the removal, including, but not

limited to, the filling in and leveling of holes or depressions and shall leave the space in a neat, uncluttered condition with the Community's original engineered grade intact.

15. PARKING:

A. Residents may only park as many passenger vehicles as will fit on their driveway. Parking is permitted only in driveways or designated parking areas. Vehicles may not be parked on the landscaped area of the space, or any other vacant spaces within the Community. The front area of the home shall not be bricked or paved over for the purpose of parking a vehicle. Vehicles parked on the driveway must not extend beyond the property line into the street. Guests may only park on the host resident's space, in designated Visitor Parking spaces, or outside of the Community. Guests parking overnight in Visitor parking areas must obtain a permit from the Management Office or the courtesy gate kiosk. Residents may not park overnight (1a.m. to 5a.m) in designated Visitor Parking spaces at any time. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment for all Residents, management reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Community. Sleeping in parked vehicles is prohibited.

B. Commercial vehicles, trucks over one-ton, motor homes, buses, travel trailers, boats, boat trailers, and any vehicles that are not self-propelled may not be parked on Resident's space. All such prohibited vehicles must be parked outside of the Community, or in the monthly rental parking area, if available.

C. These parking limitations do not apply to service vehicles of contractors or other persons performing services for Resident during the time the service is being performed. Vehicles which are otherwise prohibited may be temporarily parked on Resident's space or on the street for purposes of loading/unloading, but not overnight.

D. No vehicle may be "stored" on the space. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not in use for a period exceeding four (4) weeks, or the parking of more than one vehicle for the purpose of selling the vehicle(s). Residents may, however, leave their vehicle(s) in their parking space while on vacation.

E. Street parking between the hours of one (1)a.m. and five(5)a.m. is prohibited. Vehicles parked in violation are subject to being towed at the vehicle owner's expense.

16. LAUNDRY:

Laundry facilities are for use by Residents only. The facilities will be closed from time to time for cleaning and repairs. Additional Rules and Regulations governing the use of the laundry and its facilities are posted and are incorporated by this reference.

17. COMMUNITY OFFICE/COMPLAINTS AND SUGGESTIONS:

The normal business hours for the Community office are posted. Except in an emergency, please do not telephone or contact the Management of the Community after normal business hours. The Community office phone is for business and emergency use only. Except for emergencies, all complaints and suggestions must be in writing and signed by the person making the complaint and/or suggestion.

18. FOR SALE SIGNS AND COMMERCIAL ACTIVITIES:

A. Signs advertising the sale or exchange of Resident's home, or political campaign signs shall be limited in size and displayed in accordance with the Mobilehome Residency Law. Signs depicting the name(s) and address of resident(s) may also be displayed in accordance with the Mobilehome Residency Law. Not more than one (1) such sign shall be displayed at any given time. Any change in the Mobilehome Residency Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations. Except as provided for above, all other exterior signs are prohibited.

B. The home and space shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

- (1) Any activity requiring the issuance of a business license or permit by any governmental agency; and
- (2) Any activity which increases traffic within the Community, requires the storage of material on the space, results in deliveries within the Community or unreasonably interferes with other residents' quiet enjoyment of their homes and spaces.

These limitations are not intended to and shall not prohibit Resident from having a home office provided the home office does not otherwise violate the foregoing, or a properly licensed foster family home, family day care or residential care facility which the Community is required by law to accept.

C. Except for the sale of Resident's home, no "auction," "moving sale" or "garage sale" will be permitted if it involves advertising or other announcements inviting members of the general public to come into the Community. Residents may, however, advertise items for sale to other residents of the Community and participate in designated "yard sale" dates.

D. Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted. Solicitations for political purposes will be permitted so long as they do not

unreasonably disturb Residents of the Community, the Community has been notified in advance and the solicitor is accompanied by a resident.

E. "Caravanning" by Realtors or brokers of homes which are for sale is prohibited. "Open House" viewing for unauthorized visitors is permitted only on Sundays between the hours of 1-4p.m. Potential buyers must register at entry gate or much be accompanied by a Realtor/Broker or Resident at any other times.

F. All exterior "For Sale" signs must comply with the provisions of the Mobilehome Residency Law. For sale flags and banners are prohibited.

19. SUBLETTING:

Resident will not sublease, or otherwise rent all or any portion of Resident's Home or the Space except as specified in the Lease Agreement and in compliance with the conditions listed below.

Resident is specifically prohibited from renting or allowing others to use their home without charge when they are away. AS IS TRUE OF ALL OF THE RULES AND REGULATIONS, THIS RULE MAY BE CHANGED OR ELIMINATED AT ANY TIME IN ACCORDANCE WITH THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW AND OWNER WILL HAVE NO LIABILITY TO RESIDENTS OR OTHERS IF THE OWNER DOES SO. OWNER RESERVES THE RIGHT TO LEASE, RENT OR SUBLET ANY OF ITS SPACES OR OWNER'S HOMES WITHIN THE COMMUNITY. In the event that Owner is required by law to permit subletting, any such person subletting from Resident will be subject to the same requirements for prior approval of purchasers as set forth in paragraph 22 herein. In such event, unless otherwise prohibited by law, Resident will only be permitted to sublet his or her home under the following conditions:

- (A) A medical emergency or medical treatment requires Resident to be absent from his or her home as confirmed in writing by an attending physician;
- (B) Resident's home is his or her primary residence;
- (C) Resident has resided in the Community for a period of not less than one (1) year;
- (D) Resident sublets his or her home for a period of not less than six (6) months nor more than (12) months;
- (E) Resident's sub lessee complies with all rules and regulations of the Community;
- (F) Resident keeps his or her address and telephone number, or the address and telephone number of his or her legal representative, on file with Owner;
- (G) Resident deposits with Owner a security deposit equal to two (2) months' rent, which deposit will be maintained for the duration of the term of the sublease;
- (H) Rent and other charges are paid only by Resident, who will remain liable for rent and other charges; and

- (I) The amount Resident charges his or her sub lessee does not exceed the sum of Resident's space rent, utilities and any scheduled payments on Resident's home.
- (J) Resident has to temporarily relocate for business purposes

20. INDEMNIFICATION:

Owner and Management shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any resident or any of the employees, guests, invitees, permittees, or licensees of any Resident, or of any other person whomsoever, caused by any use of the Community or space, or by any defect in improvements erected thereon, or arising from any cause whatsoever, unless resulting from the negligence or willful act of Owner or Management. Owner strongly urges Residents to keep their homes secured and all personal effects insured for their protection. It is strongly recommended that Residents fully secure all windows with locking devices and that a deadbolt lock with a one inch throw be installed on all doors. It is suggested that each Resident carry personal liability and property damage insurance and replacement coverage on their home and belongings.

21. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:

If the prospective buyer/transferee/assignee of Resident's home intends for the home to remain in the Community, or for the buyer/transferee/assignee to reside in the Community, said buyer/transferee/assignee must do the following before occupying the home:

- (A) Complete an application for tenancy;
- (B) Be accepted by the Owner;
- (C) Execute a rental agreement or other agreement for the occupancy of the Space; and
- (D) Execute and deliver to Management a copy of the Community's then effective Community Rules and Regulations and other residency documents.

IF THE BUYER/TRANSFEREE/ASSIGNEE FAILS TO EXECUTE THE COMMUNITY'S LEASE OR RENTAL AGREEMENT, HE/SHE SHALL HAVE NO RIGHTS OF TENANCY.

22. REMOVAL ON SALE:

Owner may, in order to upgrade the quality of the Community, require the removal of homes from the Space upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted Owner due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Owner at its option.

23. PETS:

- A. Only house pets are permitted.** A house pet is defined as a pet that spends its primary existence within the home.
- B.** The type of pets permitted are cats, dogs, small birds, such as parakeets and canaries, fish and other usual household pets approved by Management. Farm animals (i.e. chickens, pigs), animals which may be dangerous or have unpredictable behavior, specifically Pit Bulls and Rottweilers, or mixed breeds thereof, and exotic animals (i.e. snakes) are not allowed. Owner reserves the right to request Resident to have the pet examined by a veterinarian to have it certified as to breed or potential dangerous character. The number of pets shall be in accordance with Daly City ordinance, but at no time shall exceed more than two (2) pets per home. All non-house pets are prohibited.
- C.** Each pet must be registered with Management, licensed and inoculated in accordance with local law, including spay/neutering. Upon request by Management, Resident must provide within seven (7) days of the request, evidence of licensing, inoculation, spay/neutering and a picture of Resident's pet.
- D.** Pets will not be allowed in the laundry or common areas at any time with the exception of guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1. Pets are not permitted to invade the privacy of other residents' spaces, flowerbeds and shrubs.
- E.** Any pet running loose in the Community will be impounded at the pet owner's expense and the resident may be notified to vacate his/her Space or give up his/her pet.
- F.** Pets must be walked on a short leash at all times. When walking a pet within the Community, the individual walking the pet is responsible for picking up and disposing of any excrement from the pet. Regardless of the area, any excrement left by a pet must be picked up immediately and disposed of properly.
- G.** Pets will not be allowed to cause unreasonable disturbance or harm. If a pet causes unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or other unreasonable noises or damage to property), permission to keep the pet may be revoked;
- H.** Except for guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1, guests are not permitted to bring pets into the Community.
- I.** No exterior pet housing is permitted in the Community, including, but not limited to, any type of confining barricade or structure.
- J.** Pets are prohibited from being outside of the home unattended at any time.
- K.** Feeding stray cats, other stray animals and wild animals in the Community is prohibited.

24. AMENDMENT OF RULES:

Owner reserves the right to amend any and all of the Community's Rules and Regulations in accordance with the provisions of the Mobilehome Residency Law and any other applicable law.

25. PARAGRAPH HEADINGS:

The heading and titles of the paragraphs within these Rules and Regulations are included solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the provisions contained herein.

26. VIOLATIONS:

Residents in violations of these Rules and Regulations will be notified, in writing, by Management. Repeated (after 7 and 14-day Notices) violations shall be subject to eviction proceedings.

27. ACKNOWLEDGMENT:

I have had an opportunity to read the above Rules and Regulations. I have received a copy of the Rules and Regulations and all documents incorporated herein. I agree that I, each member of my household, all guests and other persons in the Community with my permission or the permission of any member of my household, will comply with these Rules and Regulations.

Franciscan .MHP.Rules(Rev.12/05)