

Country Meadows

2388 State Highway 135

Gunnison CO 81230

(970) 823-0050

Date: April 10th, 2020

To: All residents

From: Manager

RE: New Lease

It has been brought to our attention that ownership can not legally terminate the month to month leases tenants have been on since 2018 and require tenants to sign a new lease even if the new lease is better for the tenant. Because of this, anyone who signed a new lease is welcome to give us notice in writing that they would like to revert to the old lease if they would like. If we don't receive written notice we will leave you on the new lease that you signed.

The following covenants and regulations are being added to the park covenants and regulations:

- a. **Responsibility for Service Lines.** Tenant is responsible for all of their utility lines, including water and sewer lines, from the Mobile Home to the utility pedestal (box located in the ground) at the pad space (each, a "Service Line"). The water Service Line must be heat taped and insulated around the waterline from inside the box to where the line enters the heated area of the mobile home.
- b. **Check Before Shut-Off.** If at any time you find it necessary to shut off the water source in the ground, **PLEASE CHECK WITH MANAGEMENT BEFORE DOING SO TO PREVENT COSTLY DAMAGE TO THE PARK WATER SYSTEM.**
- c. **OCCUPANTS.** Tenant agrees that no one (including any children) shall reside on the Leased Premises other than Tenant, unless such person(s) is listed as Additional Occupants in the Addendum of this Lease. Any persons not listed as an Additional Occupant may not reside on the Leased Premises without prior written approval by Landlord, which approval shall not be unreasonably withheld. Notwithstanding the above, Tenant shall be permitted to have guests temporarily reside on the Leased Premises without prior approval by Landlord, so long as the length of any guest's temporary residence does not exceed the time limit set forth in the Park Regulations.
- d. **MAINTENANCE.** Tenant shall maintain the Leased Premises in good repair and in a clean and tenable condition during the term of the Lease. Tenant shall keep the Leased Premises clean and free from trash, rubbish and debris. Tenant is responsible for maintaining grass, shrubbery and foliage in safe, neat and orderly condition. Tenant shall also be responsible for clearing any hazardous snow or ice from walkways immediately adjacent to the Leased Premises. Any damages to the Leased Premises other than reasonable wear and tear shall be the responsibility of the Tenant.
- e. **INSURANCE.** Tenant shall be responsible for maintaining appropriate insurance for its interest in the Leased Premises and all of its property located in the Park. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain mobile home insurance or other similar coverage to protect against risk of loss.
- f. **LEASE ASSIGNMENT.** The Leased Premises must not be sublet nor assigned without the prior written consent from Landlord. Any attempted sublease or assignment in violation of this provision shall be void and shall be a material breach of this Agreement.

- g. CONDUCT OF TENANT. Tenant shall conduct himself/herself in a manner that is respectful and courteous to all other residents and guests of the Park.
- i) NO VIOLATION OF LAW. Tenant shall not commit, nor permit the commission of, any act or thing which shall be a violation of any law, regulation, ordinance or rule of the County, the State of Colorado, or the United States.
 - ii) COVENANTS AND REGULATIONS. Tenant shall comply with all rules and regulations applicable to the Leased Premises as defined and described in the Country Meadows Covenants & Regulations ("Park Regulations"), as the same may be amended from time to time in accordance with the Mobile Home Park Act. Tenant acknowledges receiving a copy of the current Park Regulations.
- h. SALE OF MOBILE HOME:
- i) Tenant shall give the Landlord 30 days advance written notice of its intent to sell the Mobile Home, and notice of any actual sale of the Mobile Home.
 - ii) Landlord reserves the right to deny tenancy to any purchaser of the Mobile Home for any reason allowed by law.
 - iii) Landlord may charge a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by the Tenant.

We would also like to inform all tenants that the total payment due for rent and sewer service will be \$400 starting on 7/1/2020 and \$425 starting on 10/1/2020

Please reach out to Jared at 970-823-0050 or manager@homeawayinns.com with questions.

Thank you!

Management