

NOTICE TO SPANISH SPEAKERS
(AVISO A LOS HABLANTES DE ESPAÑOL):

SI USTED ES HISPANOHABLANTE Y REQUIERE LA TRADUCCIÓN DE ESTE DOCUMENTO AL ESPAÑOL, USTED SERÁ RESPONSABLE DE OBTENER UNA TRADUCCIÓN ANTES DE FIRMAR ESTE CONTRATO DE ARRENDAMIENTO. EL DUEÑO NO ASUMA NINGUNA RESPONSABILIDAD POR TRADUCCIÓN. AL FIRMAR ESTE CONTRATO DE ARRENDAMIENTO, USTED RECONOCE QUE ENTIENDE SU CONTENIDO.

SKI TOWN VILLAGE
MOBILE HOME PARK RULES
(Effective Date November 10, 2022)

1. **PURPOSE OF RULES AND REGULATIONS.** These rules and regulations (the “**Park Rules**”) are designed to allow our Tenants to promote the health and safety of homeowners and residents residing within the Mobile Home Park (the “**Park**”). All Tenants (collectively referred to as “**Tenant**” or “**Tenants**”), and visitors within the Park, including Tenants’ guests and invitees, are required to abide by the Park Rules at all times. Violation of the Park Rules is grounds for eviction in accordance with Colorado law. Landlord may amend the Park Rules and regulations in compliance with Colorado Revised Statutes upon proper notice to Tenant. The lot Tenant leases from Landlord shall be referred to as the “**Lot**” or “**Premises**”. The mobile home situated on the Lot shall be referred to as the “**Mobile Home**”. The term “**Landlord**” shall refer to Ski Town Village, LLC.
2. **APPLICATION PROCEDURES.** Prior to being accepted as a Tenant, anyone intending to reside in the Park must deliver a fully completed Rental Application to the Park’s mailing address identified below. The Rental Application must be satisfactory to and approved by Landlord in its sole discretion.
3. **COMMUNITY WATCH.** In order to maintain a safe, peaceful and enjoyable residential community, Landlord encourages Tenants to notify Landlord of any nuisances, vandalism, dangerous or illegal activity, or any other rule violations. Tenants may call (970) 343-7770, to submit a report via web form at the Tenant website <https://skitownvillage.com/> or write to PO Box 21033, Cheyenne, WY 82003 with any information.
4. **EMERGENCY AND MAINTENANCE CONTACT PROCEDURES.** If there is a life or property threatening emergency call 911 immediately. For all other requests, including lease questions, payment questions, general requests or questions, and maintenance requests call the Tenant Hotline toll-free at (970) 343-7770. The line is monitored regularly, and Tenants will receive a response based on urgency and the nature of the request. For nonurgent matters, Tenants may also submit requests via web form at the Tenant website <https://skitownvillage.com/> Calls, texts or emails to any other numbers or people, including Landlord and local or on-site managers or contractors will NOT receive a response. All initial requests must go through this phone number or the web form procedure set forth in this paragraph. Return calls from other numbers, texting or email is provided as a convenience only. Landlord reserves the right to direct communication means and methods which shall include USPS mail if necessary.
5. **RESIDENTIAL USE OF PREMISES.** Tenant shall use the leased premises as a residence only, and no more than one family or no more than two (2) unrelated persons shall be permitted to occupy the premises without the express written consent of Landlord. Commercial and business use and activity in the Park is strictly prohibited. Residential uses and home occupations permitted by local ordinances are

generally permitted; however, home occupations that increase traffic or invite customers or clients within the Park are not permitted, and solicitation, manufacturing, and yard sales are prohibited.

6. **UNAUTHORIZED OCCUPANTS AND SUBLEASING.** Unauthorized occupants shall not be permitted to occupy any Mobile Home within the Park and shall vacate the Park upon request by Landlord or Manager. Tenant must be, at all times, the registered owner of the Mobile Home. Subletting the Lot and Mobile Home is strictly prohibited, and any subletting shall be null and void and a material violation of these Rules and Regulations, unless otherwise permitted in writing by Landlord. The term “sub-lease” includes renting the Mobile Home, or any portion thereof, a lease with an option to purchase, or any other arrangement whereby Tenant transfers any interest in either the Lot or the Mobile Home. Any attempted assignment of the Lease Agreement is void and of no force or effect, assignment of the Lease is strictly prohibited, and a material violation of these Rules and Regulations, unless approved in writing by Landlord. If a sublease is permitted, the sublessee must follow the application procedures for tenancy.

7. **MAINTENANCE OF MOBILE HOME, MOBILE HOME PARK SPACE AND LANDSCAPING.**

- a. **Site Improvements.** Tenant acknowledges they have been given the opportunity to inspect, using professionals of their choosing, the Lot and the Mobile Home prior to execution of the Lease Agreement and these Park Rules. The Lot includes, without limitation, trees, shrubs, plants, lawn and other ground cover and landscaping, fixtures, lines, utility connections, driveways and walks (collectively, the “**Improvements**”). Tenant agrees that on the date of their Lease Agreement (“Commencement Date”) the Lot, the Improvements, and the Mobile Home are complete, fully functional, satisfactory and, where applicable, in a healthy growing condition. Tenant further agrees that, to the extent a fence exists at the Lot, Tenant shall maintain and repair, at Tenant’s own cost. All electrical, mechanical, structural, hydraulic, plumbing and other systems (both on the interior and exterior of the Mobile Home) must comply with the applicable provisions of federal, state and local law, the Uniform Building Code, and ordinances of the local enforcement agency. Tenant is responsible for adapting the Mobile Home to the electrical, plumbing and mechanical requirements of the Park. Landlord has made no representation or promise about the adaptability of the Mobile Home to the Park’s facilities and Tenant has, instead, relied on its own investigations.
- b. **Landscaping.** Tenant is responsible, to the fullest extent permitted by law, for landscaping the Lot and keeping it fully landscaped at all times. Landscaping must be completed within 60 days after Tenant executes the Lease Agreement, or from the date Tenant occupies the Mobile Home, whichever is earlier. If the Lease Agreement is executed or move-in occurs during the winter months, November 1st through March 1st, landscaping must be completed by May 1st. All landscaping plans must be submitted to us for approval prior to landscaping. Tenant also assumes the responsibility to maintain, replace, trim and when necessary remove all landscaping already located on the Lot including lawns, shrubs, and other vegetation (as permitted by law), etc. Tenant agrees that Tenant will not use herbicides or pesticides on the Lot except such as can be purchased at retail in consumer quantities and then only sparingly, and Tenant agrees that they will be fully responsible for all personal injury, property damage, soil and other damage and injury which arises out of or results from such use. Rock, shrubbery, flowers, and lawns are the standard landscaping required in the Park. Trees and shrubs are not to be planted or removed by Tenant, except upon Landlord’s written approval of the written landscape plan. Tenant agrees they will continually maintain, repair, and replace, when necessary, the landscaping on the Lot so that it complies with these Park Rules. Tenant agrees to care for and control the growth of all

landscaping in or around the Lot to, among other reasons, ensure that it does not present a risk of harm to persons or property. Tenant agrees to keep and maintain the grass and garden areas on the Lot in a good, neat and well maintained condition during the term of the Lease. This includes watering, keeping the Lot free from garbage, debris and weeds, weekly mowing and trimming of the grass and other ground cover (collectively, the "**Landscape Work**"). If Tenant fails to conduct the Landscape Work on or before Tuesday of each week, Tenant agrees that Landlord may enter the Lot to water, mow, trim, weed and perform general property upkeep and maintenance, after providing Tenant notice and a reasonable time to cure, and after providing an estimate of the cost if the Landlord cures (when an estimate is reasonably available), but only if the potential for a charge is permitted by the Lease Agreement. All expenses incurred by Landlord will be charged to Tenant. A reasonable time to cure shall be considered five (5) days. After five (5) days from the date of the notice, Owner, or its contractors, will provide Tenant with a second notice that Owner shall have the right to enter upon the Mobile Home and Premises and perform the required Landscape Work within forty-eight (48) hours. All landscaping improvements shall immediately become a part of the realty and belong to the Landlord and shall remain upon and be surrendered with the Lot unless otherwise expressly agreed upon in writing by the parties.

- c. **Site and Mobile Home Condition and Maintenance.** Tenant shall maintain, at Tenant's sole expense, the Lot, Mobile Home, fixtures and appurtenances, in good, clean, and sanitary condition and repair during the term of the Lease Agreement and tenancy. The Mobile Home shall be completely skirted in a manner compatible with the appearance of the Mobile Home and painted to provide a favorable appearance and kept in good repair. Tenant shall keep the exterior of the Lot neat and clean and the yard landscaped, mowed and irrigated. Tenant agrees to maintain the Lot, Mobile Home, and Improvements in an operative, clean, healthy, attractive and well-kept condition. Tenant is permitted to wash and make minor repairs to the exterior of the Mobile Home on the Lot; however, any major repairs and/or outside painting may only be done after Landlord's prior written consent. Lessee must submit plans for any construction, repair, landscaping, exterior painting, or other work to Landlord for prior written approval. If a permit is required by federal, state or local law, a copy of the signed permit must be submitted to Landlord with all plans and, after completion of the work, a copy of the signed government approval notice must be given to Landlord. All construction, repair, and maintenance, once approved, shall be conducted so that it does not unreasonably disturb or endanger other residents of the Park, or the Landlord's property. Tenant agrees to perform all obligations required under the Lease and these Park Rules and to repair and/or replace Improvements which Tenant, of their licensees or invitees damage or destroy or which deteriorate or die due to Tenant's lack of care (collectively, "**Resident's Work**") at Tenant's sole cost and expense. If any Resident's Work is not professionally completed, the Landlord may provide Tenant notice and a reasonable time to cure, and after providing an estimate of the cost if the Landlord cures (when an estimate is reasonably available), Landlord may conduct the Resident's Work and charge Tenant the expenses incurred for the services, equipment, labor and/or materials utilized and/or incorporated in the project which expenses shall be payable as Rent. A reasonable time to cure shall be considered five (5) days. However, this five (5) day time period may be extended if necessary to complete the work performed. This time period will be applied on a case-by-case basis. After five (5) days from the date of the notice, Landlord, or its contractors, will provide resident with a second notice that Landlord shall have the right to enter upon the Mobile Home and Lot and perform the required Mobile Home and/or Lot maintenance within forty-eight (48) hours. Tenant will be charged for this maintenance which will be payable as Rent. Landlord's right to maintain, repair and/or replace Improvements when Tenant fails to do so includes the right to install reasonable alternative Improvements in substitution for the original, in Landlord's sole discretion. Any service, equipment, labor and/or material charges incurred by Landlord in conduct of Landscape Work

and Resident's Work (including those incurred for alternative Improvements) will be billed as additional Rent, due and payable as Rent. Notwithstanding the foregoing, Landlord has no duty to complete any Landscape Work or Resident's Work.

- d. **Casualty**. If the Mobile Home is damaged or destroyed by fire or other casualty, Tenant is responsible for its immediate repair and, if not immediately repaired so as to comply with these Park Rules, for its removal from the Park at Tenant's expense within thirty (30) days of the fire or casualty, unless Landlord extends the period in a writing, in its sole discretion.

8. **VEHICLES, PARKING AND SPEED LIMITS**. Tenant is limited to two (2) vehicles (automobile, truck, motorcycle, trailer, camper, or other vehicles) per Lot. Tenant may have more than two (2) vehicles per Lot only with the written permission of Landlord (or Manager). All vehicles shall be properly licensed and currently registered, and shall be in good operating condition. Inoperable, unlicensed, or unregistered vehicles will be removed from the Park at Tenant's expense. For safety purposes and to permit emergency vehicle access, street parking is not permitted. Vehicles may also be parked in driveways or other designated parking area(s), if provided. Vehicles shall not block any entrances or driveways to the Park or to Lots within the Park; entrances and driveways must remain open at all times. Unless otherwise posted, the maximum speed in the Park is 5 mph for the safety of children within the Park. Operation of ATV's, off-road vehicles and/or snowmobiles within the Park is strictly prohibited. Vehicle maintenance, repair, oil changes and car washing is not allowed within the Park.

9. **PETS**.

- a. **General**. There shall be no pets permitted within the Park unless pre-approved by Landlord (or Manager) in writing. No more than two (2) pre-approved pets per Mobile Home will be permitted. Other pets may be allowed only if pre-approved by Landlord (or Manager) in writing. Animals which are kept in violation of Park Rules are subject to removal by Landlord (or Manager) without notice to Tenant.
- b. **Animal Registration**. Tenant must register all animals with the Landlord by furnishing the name of the animal, its color, breed, sex, weight, height, and length. At time of registration, a recent color photograph of and inoculation records for each animal must be supplied. Tenant agrees to immediately advise, in writing, of any change in, addition or substitution of one animal for another, and Landlord's written approval is required before any new, different or substitute animal will be allowed in the Park.
- c. **Animal Size and Breed Limitations**. Dogs may measure no more than 15" in height at the shoulder at maturity. The following breeds, or mixed breeds, of dogs are not allowed within the Park: Pit Bulls, Chows, Dobermans, Rottweilers, wolf-mixes or other breeds deemed dangerous, vicious or aggressive in Landlord's sole discretion. In addition, no farm animals, pot bellied pigs, snakes, monkeys, exotic breeds or other mammals, reptiles, birds or amphibians that Landlord deems inappropriate, in Landlord's sole discretion, are allowed in the Park. Landlord reserves the right, in its sole discretion, to restrict the number, size and breed of animals allowed.
- d. **Containment of Animals**. Approved animals are only allowed in the Mobile Home or on a leash when being walked by Tenant. Animals are NOT to be left outside, including, but not limited to, being allowed to run in a fenced yard or left tied up outside. Animals are not allowed on the common areas. No dog runs or dog houses are allowed on the Lot or in the Park.

- e. Animal Inoculations. Dogs, cats and all other animals must be licensed and inoculated in accordance with local or state ordinances, and shall wear proper license tags (where applicable). All pets shall be spayed/neutered.
 - f. Animal Waste. Tenant must clean-up all bodily waste and litter of animals, and dispose of it daily in tied plastic bags that are deposited in the Park's trash receptacles.
 - g. Animal Control. Tenant agrees they will not permit any animal to cause any disturbance or annoyance to neighbors, including but not limited to by barking, growling, or biting. Tenant's guests may not bring animals into the Park. No animal-sitting or care of Tenant's or non-Resident owned animals is permitted in the Park.
 - h. Animal Aggression. If an animal demonstrates any aggression toward persons or other animals, or if Landlord receive complaints about any animal which Landlord verifies in a manner satisfactory to Landlord in its sole discretion, Tenant agrees to permanently remove the animal from the Park upon seven (7) days' written notice from landlord.
 - i. Accommodation. Upon request Landlord will provide reasonable accommodation to Tenants with disabilities as required by law and subject to Landlord's animal registration policy then in effect.
 - j. Injury To or Caused by Animals. Landlord bears no responsibility for any harm or injury to, or disappearance or death of Tenant's animal(s) and no responsibility for any harm or injury to any other homeowner, Tenant or resident that may be caused by any animal located in the Park.
 - k. Landlord's Animal Inspection. Tenant agrees to make all animals available for an inspection by the Landlord within five business days of a written request to do so. If Landlord finds that the animal has exceeded the height limits or determine, in Landlord's sole discretion, that the animal has caused problems in the Park, Tenant agrees to remove the animal from the Park within seven (7) days of written notice to do so. If the animal is not timely removed after demand, then Tenant will be in default of the Lease and these Park Rules and the Lease shall be subject to termination.
10. **UTILITIES**. Utility pedestals (meter and utility hook-ups, including water and sewer service locations) must be accessible at all times and must be clear of all shrubbery and debris. Tenant must remove anything which impedes access to the utility pedestals within 48 hours after written notice from Landlord, or Landlord will have the right to enter upon the Lot to do so at Tenant's risk and expense. Tenant acknowledges that water meters and lines are subject to damage by freezing if proper precautions are not taken by Tenant including, but not limited to, repairing, maintaining, and plugging in heat tape and "dipsticks" where applicable. Tenant may not turn off the water to the Mobile Home, or any structure in the Park. Tenant is responsible, at their sole cost and expense, for maintaining operable heat tape from the Mobile Home to where the water service enters the ground below the Home. Tenant is responsible for all damage to the utility meters, the Park's pipes and the riser on the Lot caused by Tenant's negligent or other acts, or Tenant's failure to act. Also, Tenant is responsible for damage to or blockage of the sewer line and for any injury or damages to persons or property caused by Tenant's negligence, including, but not limited to, all damage or blockage caused by Tenant's introduction of improper materials into the sewer system. Tenant agrees they will not put grease, rags, baggies, feminine hygiene materials and other foreign objects into the sewer system. Tenant shall be responsible for the backup of sewage caused by their introduction of foreign objects into the system.

Water, sewer, gas, and electric lines (collectively, "**Utility Lines**"), are available at the Lot for hook up to the utility lines on the Mobile Home ("**Home Lines**"). The Utility Lines are below ground with access at ground level. All above groundlines running to the Mobile Home from Utility Lines are Home Lines and belong to and are Tenant's responsibility. Tenant assumes sole responsibility to ensure that all connections to the Utility Lines are properly and professionally installed and, where required, inspected by the governmental authority with jurisdiction or, if none, by a professional of Tenant's choosing. Tenant affirms that none of these connections will be or have been made by Landlord, its employees, agents, contractors or representatives. Tenant agrees that Landlord is not liable or responsible for, and Tenant waives, releases and discharges the Landlord and the Park of and from any and all claims for damage or injury to persons or property resulting from or arising out of any faulty or negligent connection of the Home Lines to the Utility Lines, and/or resulting from or arising out of any leaks, breaks or blockage of or in the Home Lines.

Landlord shall be responsible for managing trash pickup service at the dumpsters; provided, however, that Tenant shall deposit only properly bagged, ordinary household garbage within the dumpster(s). Tenant shall be responsible for all other charges for utilities and services to the Lot and/or the Mobile Home, including, without limitation, electricity, gas, telephone, television, cable, satellite and internet services.

11. **UTILITY INTERRUPTIONS.** Tenant acknowledges the inherent risks of utility services. Tenant agrees that Landlord shall not be responsible for the discontinuance, interruption, or failure of any utility service, including without limitation, loss or damage caused by sewer interruptions, sewer line breakage, water line breakage, electrical outages, electrical "spikes" or "surges", cable TV outages or interruptions, interruptions of gas services, interruptions of telephone services.

12. **VIOLATION OF LAWS.** Tenant, guests and invitees of Tenant, and all other occupants of the Lot shall use the Lot and Mobile Home thereon solely for lawful purposes, and at all times shall comply fully with all applicable federal, state and local laws, ordinances and regulations, including laws prohibiting the use, possession or sale of illegal drugs. Tenants are encouraged to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on, upon or within any Lot or Mobile Home, or anywhere within the Park.

13. **DISTURBANCES.** Tenant shall respect other Tenants' right to quiet enjoyment of their Lots at all times. Tenant, guests and invitees of Tenant, and all other occupants of the Lot or Mobile Home thereon shall not use the Lot or Mobile Home in a manner offensive to others or that creates or constitutes a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other Tenant or other lawful occupant of the Park. Intoxication, disorderly conduct, harassment, aggressive behavior, profane language, smoke pollution, offensive odors, boisterous parties, shouting, loud music, or other unreasonable noise, will not be tolerated. In the case of a serious and ongoing disturbance of the peace, Tenant should contact local law enforcement. All persons, including Tenant, guests and invitees, causing a disturbance, being a nuisance or causing or requiring police contact(s) or presence within the Park will be subject to eviction.

14. **GENERAL SAFETY.** Young children shall not be left unattended in the Mobile Home or yard areas of a Lot or about the Park and shall be under the immediate supervision of a responsible adult. The use or display of firearms, pellet, BB, or paint ball guns, knives or other weapons, fireworks, rockets, drones, remote control airplanes, or other potentially dangerous devices or products anywhere within the Park is prohibited and is cause for eviction. Outside fires (except within a fully contained and operational grill or barbeque) and trash burning are strictly prohibited.

15. **TAMPERING AND TRESPASSING.** Tenant, guests, and invitees shall not tamper with or alter Park-owned property or other Tenants' property. This includes, but is not limited to, outbuildings, sheds, fences, utilities, irrigation, sewer, post office boxes, and vehicles. In the event that there is a problem, contact the Landlord immediately. Tenant shall not cross or enter upon another Tenant's Lot or property without permission.

16. **JUNK AND TRASH.** Visible junk, trash, weeds, indoor furniture or appliances, lumber, building materials, vehicle parts, nonoperational or unregistered vehicles and other unsightly objects are not permitted and must be removed from the Lot. Tenant shall not place furnishings, appliances, tires, or other similar items in or near the trash dumpsters. All other trash, including cigarette butts, shall be disposed of properly, placed inside the dumpsters and not left around the sides of the dumpsters.

17. **SHUT OFFS.** Tenant is responsible for turning off the water, electricity and gas to Tenant's home in the event of an emergency or as may be required for maintenance or repair. Tenant shall ensure that Tenant and all occupants of the premises know how to turn off these services.

18. **SEWER BACKUP.** Sewer backup in the Mobile Home is most likely caused by blockage inside the home in the kitchen and/or toilets. If there is evidence of a sewer backup, Tenant shall call a plumber immediately. Tenant is responsible for maintaining the Mobile Home's lines which connect from the Mobile Home to the Park's sewer lines, and for keeping them clear, at Tenant's expense. It is of utmost importance that objects such as disposable diapers, sanitary napkins, adult wipes or paper towels, (including those labeled "Safe for Septic and Sewer"), and/or any cooking grease are not flushed down toilets or put down the drain and Tenant will be responsible for all costs, expenses and damages necessitated by Tenant's use of items that are not Safe for Septic and Sewer.

19. **STRUCTURES.** No home, outbuilding, fence or other structure may be placed on a Lot without the written approval of Landlord (or Manager). All gas and electric meters must remain free from obstruction. Outbuildings shall not be connected to gas, water, sewer, or any electrical connections. Under no circumstances shall any outbuilding, shed or camper type vehicle be occupied or used for living quarters.

20. **ALTERATIONS OR IMPROVEMENTS.** Tenant shall not make any alterations or improvements to the Lot, which include but are not limited to constructing sheds, fences, porches, benches, sidewalks, on the Lot without the express consent of Landlord. All alterations and/or improvements built, constructed, or placed on the Lot by Tenant, except for movable personal property, shall become the property of Landlord and remain on the Lot during and at the termination of the tenancy unless otherwise agreed in writing. Landlord shall have sole discretion as to whether to grant or deny the request for alterations and/or improvements.

21. **LANDLORD'S SIGNS.** Landlord has placed certain signs within the Park, to regulate driving speed, parking, dumping, etc. within the Park. All Tenants, guests and invitees shall obey all of Landlord's signs within the Park and Landlord reserves the right to install other signs in the future.

22. **TENANT'S SIGNS.** Tenant shall not place any signs on or within a Lot, except for a "For Sale" sign not larger than 1.5 feet by 2 feet when an owner is attempting to sell the Mobile Home.

23. **SNOW REMOVAL.** Snow removal by Landlord shall be subject to weather conditions and availability of personnel to remove snow. In general, snow of four inches or more will be cleared from the roadway(s) within the Park. In a continuous snow storm, the snow will be removed as soon as reasonably possible. Tenant will mark the front edge of Tenant's property and improvements with tall poles so the personnel clearing the road will know where any obstructions are located. Tenant is responsible for clearing snow from the Lot and walkways.

24. **RESALE OF MOBILE HOMES.**

a. **On-Site Resale and Move-in Restrictions.** The following restrictions will be enforced, in Landlord's sole discretion, when any one applies to move a Mobile Home into the Park and when any existing Park tenant wishes to sell, convey or otherwise transfer his/her Mobile Home to a purchaser who desires to lease space in the Park:

i. **Size and Condition.** All Mobile Homes shall be a minimum of 14' in width and have a removable hitch. The exterior of all Mobile Homes shall be in good repair with paint in good condition. Siding shall be clean and free of dents and other damage. Windows, storm windows, and storm doors shall be unbroken and in good repair. Exterior doors, shutters, mansard roofs, and other attachments shall be in good condition. The roof shall be of a design, color and material approved by Landlord in its sole discretion. The exterior, interior and all components of the Mobile Home (including, without limitation, all electrical, mechanical, structural, plumbing and hydraulic systems and components) shall comply in every respect with local, state, and federal rules, statutes, ordinances, regulations and codes, and with the Park Rules then in effect. These criteria shall continue to apply to all homes and home sites after a Mobile Home is moved into the Park. In the event Landlord approves variances to these requirements, such approvals will not operate to waive or otherwise alter these Park Rules.

ii. **Non-Liability of Landlord.** Notwithstanding the foregoing, nothing shall prohibit Landlord from requiring compliance with the Park Rules in effect at the time of sale or transfer of the Mobile Home to a new owner, or at time of a residency application by a prospective tenant. If the Mobile Home does not comply with these new requirements, it will prevent Tenant from selling the Mobile Home on-site and will require that it be removed from the Park if it is sold. TENANT UNDERSTANDS THAT DEMAND FOR A LIMITED NUMBER OF MOBILE HOME SPACES IN THE MARKET PLACE AND THE COSTS OF RELOCATING THE MOBILE HOME COULD SERIOUSLY IMPAIR THE VALUE OF THE MOBILE HOME ON RESALE IF THE MOBILE HOME CANNOT BE SOLD ON SITE, THAT THIS IS A RISK THAT TENANT IS WILLING TO ACCEPT, AND THAT LANDLORD HAS MADE NO PROMISES OR REPRESENTATIONS IN THIS REGARD EXCEPT AS ARE SET FORTH HEREIN.

b. **Resale Procedure.** Tenant is responsible for adhering to the following procedures before any sale of the Mobile Home on-site:

i. Notify any potential purchaser of the Mobile Home of the following restrictions:

If you desire to purchase a Mobile Home located in the Park, unless you receive prior written approval from Landlord to become a Tenant in the Park, you must immediately move the Mobile Home from the Park after the sale of the Mobile Home to you and, if you

do not immediately remove the Mobile Home from the Lot and the Park, you will be considered a trespasser and subject to immediate eviction by the Landlord.

- ii. See that any requirements imposed by Landlord, in its sole discretion, as conditions to any agreement to allow the Mobile Home to be sold on-site and remain in the Park are satisfied including, but not limited to:
 1. Repair or replacement of skirting around the Mobile Home;
 2. Repair or replacement of windows and screens in the Mobile Home;
 3. Repair or replacement of awnings;
 4. Replacement or improvement of paint on the exterior of the Mobile Home;
 5. Compliance with all health and safety codes (as to both the exterior and interior of the Mobile Home);
 6. Improvement and/or installation of landscaping on the Lot;
 7. Clean up of oil spills/stains on the driveway, street or Lot;
 8. Repair any and all damage to the accessory structures to the Mobile Home;
 9. Repair or replacement of any component of the Mobile Home, interior and exterior, including, without limitation, all electrical, mechanical, structural, plumbing and hydraulic systems and components of the Mobile Home not in compliance with these Rules or applicable federal, state and local statutes, ordinances, regulations, codes and standards; and
 10. Compliance with those requirements otherwise identified in the Lease Agreement or the Park Rules at the time of sale. Removal of any fences on the property.
- iii. As a condition precedent to Landlord's approval of the Mobile Home being sold on-site, Tenant must obtain from Landlord a copy of a lease agreement for the Lot (which approves the Mobile Home), identifying purchaser as Tenant, which is executed by purchaser and by Landlord. Upon Landlord's request, in Landlord's sole discretion, Tenant also agrees to provide Landlord with written certification from the relevant governmental authorities with jurisdiction that all components (both interior and exterior) of the Mobile Home comply with all applicable federal, state and local statutes, ordinances, regulations, codes and standards including, without limitation, health and safety standards. Before sale, Landlord may provide a written list of repairs to be made with an itemized list, with a detailed description of each item, and a citation to the rule that applies to the repair.

If Tenant fails or refuses to satisfy each and every requirement set forth above, Tenant will be liable to Landlord for any damages incurred as is provided in subparagraph (C) below, elsewhere in the Lease Agreement upon breach, at law or in equity.

c. **Breach on Unapproved Sale.** If Tenant sells, conveys, or otherwise transfers the Mobile Home (or assign the Lease or sublet the Lot) without prior written approval, in Landlord's sole discretion, Tenant will be in breach of the Lease and any tenancy may be terminated. If Tenant sells the Mobile Home without complying with these Park Rules, Landlord will be entitled to exercise its rights at law and in equity including, without limitation, the following rights and remedies. Landlord will be entitled to immediate possession of the Premises from Tenant, and from any transferee as against a trespasser. Landlord will also be entitled to all damages arising out of or resulting from the breach including but not limited to all attorney fees, costs and expenses Landlord incurs in any action brought to regain possession of the Lot, or otherwise. In such a case, any notice of breach and/or notice to quit required by Colorado law to be served upon Tenant shall be effective when posted on the Lot identifying Tenant or transferee, or both. For the purposes hereof, a "sale, conveyance or transfer" of the Mobile Home shall include, but not be limited to, any lease option and/or contract for the sale of the Mobile Home which provides for the future transfer of title based upon satisfaction of certain payment or other requirements.

d. **Death of Resident as Transfer.** As permitted by law, upon the event of Tenant's death where no spouse or co-owner who is an approved Tenant of the Park survives, in Landlord's sole discretion the Lease shall terminate. Any conveyance or transfer of the Mobile Home upon Tenant's death shall be deemed an unauthorized sale or transfer of the Mobile Home and assignment of the Lease, and Landlord will be entitled to immediate possession of the Lot from the transferee as against a trespasser, and to all other remedies against Tenant and/or Tenant's estate as provided at law or in equity.

e. **No Restriction on Disposition of Mobile Home.** Nothing in these Park Rules requires Tenant to sell the Mobile Home only to a purchaser(s) who will remain in the Park. Moreover, no prospective purchaser(s) of the Mobile Home is under any obligation to lease space in the Park as a condition to his/her ability to purchase the Mobile Home. However, if a purchaser(s) of the Mobile Home desires to become a Tenant in the Park, he/she must first obtain Landlord's approval as provided elsewhere in these Park Rules.

25. **BEARS AND OTHER WILDLIFE.** Bears and other wildlife may live in the areas surrounding the Park and may occasionally visit the Park property. Tenants and their guests and invitees shall take reasonable precautions to avoid encouraging bears and other wildlife from entering the Park. Such precautions include, but are not limited to, ensuring that trash and food are not left outdoors. In the event of a wildlife encounter, Tenant shall not harass or contact the animal(s) in any manner. Tenants and their guests and invitees are responsible for their own safety, and shall exercise appropriate caution in the case of a wildlife encounter.

26. **RIVER ACCESS.** The Park is located on a river or canal and may have river access. Landlord is not required to provide river access to Tenant, and is not responsible for maintaining or improving any existing river access. Tenants and their guests and invitees are responsible for their own safety at all times while accessing and/or using the banks of the river or canal, the riverside, or the river. The canals are not owned, maintained, or controlled in any way by Landlord and may be empty or full and flowing at any time throughout the year without warning and should be considered very dangerous. Please keep all children, pets, and other people away from them at all times.

27. **TENANT'S REMOVAL OF MOBILE HOME FROM LOT.** Tenant shall give Landlord advance written notice forty-eight (48) hours prior to physically removing Tenant's Mobile Home from the Lot and Tenant shall remain liable for all charges accruing under the applicable Lease Agreement.

28. **ABANDONED PROPERTY.** If Tenant vacates the Lot and leaves the Mobile Home or other personal property on the Lot, unattended and unoccupied, Landlord may (but shall not be required to) remove any such abandoned personal property and/or the Mobile Home from the premises and store it or otherwise dispose of it. The Mobile Home and other personal property shall be deemed to be abandoned if they remain on the Lot for more than thirty days after the first to occur of, (a) Tenant vacating the Lot; (b) the termination of the Lease Agreement for any reason; (c) Tenant has failed to contact Landlord for a period of thirty (30) days and Landlord reasonably believes that Tenant has abandoned the Lot or (d) the entry of an order for possession of the Lot in favor of Landlord by any court. Landlord may elect to take action to obtain title to any abandoned Mobile Home in accordance with Colorado law. If Landlord elects to remove Tenant's property and store it, Landlord shall not be liable for any damages caused by such removal and storage. If Landlord elects to dispose of the Mobile Home and/or other abandoned property, Landlord shall comply with applicable law regarding such disposition. Landlord shall have absolutely no duty to protect, move, store or otherwise take possession of Tenant's property, and shall not be liable for any damage caused by Tenant's abandonment of the Mobile Home and/or other personal property and Tenant is responsible for all expenses and costs incurred by Landlord and its agents.

29. **BREACH OF PARK RULES AND/OR LEASE AGREEMENT: TERMINATION OF TENANCY.** A breach of these Park Rules as well as any breach of the Lease Agreement between the parties shall be grounds for termination of your tenancy. Tenancy in the Park may be terminated upon such notice and in such manner as is required under Colorado law.

30. **LEASE PROVISIONS/COLORADO LAW.** Certain topics contained in the Park Rules may also be addressed in Tenant's Lease. In some cases, the Lease will provide additional information and detail regarding Tenant's responsibilities. In other cases, the Park Rules will provide more detail. Tenant is expected to know and comply with all provisions of the Lease, in addition to the Park Rules. Notwithstanding any contrary provision in these Park Rules, to the extent any of these Park Rules contradict or violate any provision of Colorado law, including without limitation, the Mobile Home Park Act codified at C.R.S. § 38-12-201, et seq., or are inconsistent with Tenant's Lease Agreement with Landlord, these Park Rules shall automatically be modified to conform to comply with such law, regulation and Lease Agreement and these Park Rules shall not be interpreted inconsistently with the same.

TENANT ACKNOWLEDGEMENT OF RECEIPT OF PARK RULES

("Tenant(s)") of Lot # _____ by signing below acknowledge they received a copy of the Park Rules from the Landlord, they have read the Park Rules and understand they must be complied with at all times and that failure to comply may be grounds for eviction consistent with Colorado law.

Date: _____

Tenant Signature: _____
Printed Name: _____

Tenant Signature: _____
Printed Name: _____

Tenant Signature: _____
Printed Name: _____

Tenant Signature: _____
Printed Name: _____

SAMPLE ONLY