

COTTONWOOD SPRINGS PARK RULES

Promulgated August 30, 2021 and, pursuant to applicable statutes, effective November 1, 2021. Existing Park Rules which are unchanged by these revised rules will continue in effect as originally stated. The following rules apply to all tenants, their families, all visitors and other persons in Cottonwood Springs Park (the "Park").

1. GENERAL RULES

1.1 Every person wishing to occupy a space ("Space") in the Park (including prospective buyers of homes already in the Park) will, before moving into the Park: (a) complete an Application for Tenancy and Information Form, (b) provide acceptable references, (c) pay **\$30.00** per each applicant or **\$50.00** per couple for a background check on applicant, the home, and any other factor relating to the proposed tenancy, (d) show proof of ownership of the home, (e) certify that the applicant will occupy the Space as applicant's principal residence, (f) be accepted in writing by Park management, (g) pay the required security deposit and (h) sign a Rental Agreement. Any false or misleading statement knowingly made on an Application for Tenancy and Information Form will be a sufficient reason for termination of the tenancy. Any change in data on the initial Application and Information Form will be reported to the Park Manager within thirty (30) days of the change. All persons aged 18 years or older who will reside in the home must complete all items stated above. Residency for purposes of these Rules will mean spending, on average, more than five overnight visits per month on the Space.

1.2 Rent is due on the 1st day of each month and must be paid by money order or approved check but not in cash. A **\$35.00** bad check charge will be assessed if a check is returned for insufficient funds. A failure to pay for excess water as described below, will entitle the Park Manager to disconnect water service to the offending tenant. Pursuant to statute late fees are distinct from rents.

1.3 Subletting a Space or a conditional sale, rental, assignment or other transfer of a home is not permitted without prior written approval from the Park Manager, which approval may be withheld at the Park Manager's sole discretion.

1.4 Homes must be used for residential purposes only, but will not be used as a dormitory. Without prior written approval from the Park Manager, which approval may be withheld at the Park Manager's sole discretion, each home's occupancy will be limited to either (a) a family of not more than two (2) adults and their children under the age of 18 years or (b) not more than two (2) adults over the age of 18 years. Tenant will be charged **\$50.00** per month for each additional authorized persons. Any unauthorized residency will be cause for termination of tenancy and Tenant shall be subject to a fine of **\$100.00** per person per month.

1.5 Each child (defined as a person under the age of 18 years) will be under the personal supervision of an adult who adequately controls the child's behavior so as to comply with all Park Rules. Each child must only play in designated playground areas. No child will trespass on the yards of other tenants, enter Park utility service areas, play, walk, or loiter in the middle of any street, throw rocks or use other objects or devices which might cause injury or damage to other persons or property. Each child must observe a 9:00 p.m. curfew in the Park.

1.6 Loud noises, sounds, music and outside loud speakers and other aural disturbances are prohibited at all times. Power tools will be used only between 9 am and 8 pm. Drunkenness, rowdiness, fighting, quarreling, public urination, display of weaponry, discharge of firearms including BB guns, use of bows and crossbows, slingshots or any other weapons, devices or objects, discharge of any type of fireworks or engaging in any other conduct that might create a risk of harm to persons or property is prohibited. Flood lighting or other types of high intensity lighting disturbing a neighbor is prohibited.

1.7 Tenant is responsible for the conduct of tenant's family, guests, agents and pets, whether or not tenant is present. Tenant must inform all such persons of Park Rules. Any violation of Park Rules by any such person will be deemed a violation by tenant and tenant may be fined for any such violation. Tenant will be liable for any damage to Park property, if such damage is due to the conduct of tenant or of tenant's family, guests, agents or pets.

1.8 Telephone messages will not be accepted or delivered by the Park Manager. Tenant will not give instructions to, or make requests of Park maintenance personnel or Park contractors. Any request for service will be made directly to the Park Manager during regular office hours. The emergency contact number for the Park is (970) 625-2069.

1.9 Businesses will not be allowed to operate in the Park without prior written approval from the Park Manager. The Park name will not be used by any tenant in any advertising. No peddling, soliciting or distribution of any product or service will be allowed without the prior written approval of the Park Manager. Yard sales will not be held at a Space without written permission of the Park Manager and will be limited to 2 per year per family. Advertising in the Park will be limited to bulletin boards provided by the Park Manager. All advertising will not be larger than letter size and may be removed at the sole discretion of the Park Manager.

1.10 Tenants will comply with all local, state and federal laws. Cultivation, distribution, and selling of marijuana is prohibited.

2. RULES GOVERNING SPACES AND HOMES

2.1 No home will be allowed to move into the Park unless the home meets the minimum standards and specifications of the U.S. Department of Housing and Urban Development and is otherwise reasonably acceptable to the Park Manager. If a home older than 20 years is sold or transferred, such home will be removed from the Park. Such restrictions may be waived in writing at the sole discretion of the Park Manager.

2.2 Spaces and utilities will remain under the control of the Park Manager. Homes will be parked on each Space uniformly and set up according to Park specifications. Water, sewer and electric lines will be connected according to approved specifications. Tenant will not meddle with or block access to any Park utility service facilities, lines or connections. Tenant will not dig in the Park without prior written approval from the Park Manager. Any damage caused by tenant's improper connection to or use of Park facilities will be paid by that tenant.

2.3 Water. All Spaces are furnished with two (2) water systems. Each Space has an outside water faucet connected to an irrigation water system. **Irrigation water is not treated for human consumption and should not be used for domestic purposes.** All Spaces are also furnished with a domestic water system providing treated water for human consumption. Tenant will not use the domestic water system for outside irrigation, washing of vehicles or other external purposes, nor will tenant use the irrigation water system for domestic purposes. Domestic water lines should be ½" in diameter. Frostex II heating cables must be installed from the trailer water inlet to the Park connection and must include sufficient extra tape to cover any exposed Park plumbing. All homes will have check valves installed to prevent damage in case of line pressure loss. Only "low flow" toilets, shower heads and faucets will be used. Exterior faucets on homes will be safety clipped so that such faucets are available only for emergency use. The Park water fixture box and meter must remain unblocked and accessible to the Park Manager at all times. The domestic water system meter will be read monthly. The regular monthly rent includes a **domestic water allotment of 4,500 gallons per month.** Domestic water used in excess of the monthly allotment will be paid as additional rent by that tenant. The monthly charge for excess water use is: **\$1.00 per each additional 100 gallons** for up to 1,000 additional gallons (5,500 gallons total), **\$2.00 per each additional 100 gallons**, for the next 1,000 additional gallons (6,500 gallons total) and **\$3.00 per each additional 100 gallons** for any water used in excess of 6,500 gallons. All meter readings will be rounded up to the nearest 100 gallons. No pools are allowed except for "kiddie" pools not exceeding 12" in depth.

2.4 Sewer. Taped sewer fittings or rubber couplings with a metal band will be used to connect drains to the Park's sewer system. Long sewer lines will be securely strapped to the frame of the home with a slope of 1/4" per foot. Homes with two widely separated exterior drains will have rigid (cemented) sewer lines.

2.5 A double base of large (8" x 16") cement blocks or specially manufactured plastic bases and metal ties will be used for blocking following Garfield County specifications. Homes will be skirted 30 days after entering the Park. Exterior skirting panels will be made of weather and fire resistant material (such as aluminum, vinyl or other material approved in writing by the Park Manager). Skirting will be painted an appropriate color and be kept in a neatly painted condition. All skirting panels will be neatly fitted and vented at the front and rear of the home. One access door in the skirting at least 4' wide will be in front of the wheels and one behind the wheels. If access to an irrigation water fixture located under a unit's skirting is required for use by an adjacent Space, such access will be provided by such tenant for the adjacent Space. Only siding and roof materials approved in writing by the Park Manager will be allowed and no steel will be used on any house, deck, skirting or shed roof. Air conditioners, swamp coolers and other external appliances must be suspended from the home itself and not supported by any structure located on a neighboring Space. Fences may not exceed 5 feet at the front and 6 feet on the rear and sides of the Space and may be made of chain-link, vinyl or cedar but not of rough cut lumber or other unapproved materials. A gate will be installed in the front fence accessible for entry by the Park Manager and maintenance personnel. Fences will be painted and otherwise well maintained.

2.6 Each Space will be kept clean, neat and in good order. No wood, coal or other solid fuel stoves will be used for heating. No firewood will be stored on a Space. Tenant will be responsible for removal of snow and ice from driveways and walks on tenant's Space. Only lawn and patio furniture will be used and kept in the yard of a Space. There will be no exterior open fires, except for typical barbecues or grills. No outside welding is allowed. No bikes, toys, or other items will be stored on the parking area.

2.7 Each home will be identified with a space number sign visible to the street. TV and radio antennas will not exceed eight (8) feet above the roof. Steps will be well constructed and painted. Propane tanks are prohibited except for RV camper tanks not exceeding 100 gallons and small tanks connected to outdoor grills. No storage sheds, porches, awnings, carports, fences, clotheslines or other exterior structures will be built without prior written approval from the Park Manager. Outside storage of tires, bottles, cans, boxes, appliances or other materials on a Space and storage on top of any structure on the Space is prohibited. Homes will be painted in either white or in a muted earth tone color approved by the Park Manager. Each home will be equipped with an approved carbon dioxide or dry chemical fire extinguisher (Class B or C) and operable U.L. listed smoke detector and alarm system. Solar panels shall be installed only on the roof of a home or approved shed and not elsewhere.

2.8 Upon vacation of a Space, all blocking, skirting, other materials, debris, trash and rubbish will be removed by tenant and the Space will be otherwise fully cleaned. If tenant fails to so clear and clean the Space, the Park Manager may do so and tenant will pay the Park the sum of **\$300.00** for the expense of the same.

2.9 Tenant will properly maintain lawns, trees and shrubs on the Space. Siberian Elm trees are a nuisance and will be cut down at the discretion of the Park Manager. Any tree that interferes with the removal of a mobile home, damages water lines, pavement, streets or neighboring houses, will be removed. Power mowing will be done only between 9:00 A.M. and 8:00 P.M. Sprinklers will be moved often, and properly adjusted so that spray and runoff do not reach neighbors' yards or adjacent streets. Small areas will be hand watered. Trees and shrubs and other plant materials will not be removed or disturbed without prior written approval from the Park Manager. Tree trimming and pruning of shrubs belonging to the Park will be left to the Park Manager. The surface of the Space, including parking areas up to the street, will be kept free of noxious weeds and pests.

2.10 Trampolines. New trampolines are not allowed. Existing trampolines must have a safety enclosure system consisting of adequate protective safety pads to protect a jumper from falling on the steel frame or getting hurt by the springs, and a safety enclosure net to keep a jumper on the trampoline. In addition, Tenant shall keep and maintain general liability insurance against claims for personal injury, death, or property damage due to any use of the trampoline in the amount of \$100,000 naming Landlord as an additional insured. Tenant shall provide Landlord with current certificates of such insurance prior to using the trampoline and on every later anniversary.

3. RULES GOVERNING VEHICLES

3.1 Tenant will park tenant's vehicles only on tenant's own parking area and not in the yard area of a Space. Tenant and tenant's guests must not block other driveways or use a neighbor's parking area. If area allows, a maximum of three (3) vehicles per Space will be allowed without additional charges. If there is adequate room, as determined in the sole written discretion of the Park Manager, more than three (3) vehicles may be permitted on a Space and tenant will be charged **\$30.00** per month for any approved additional vehicle. Parking of any unauthorized additional vehicle will be a reason for termination and Tenant shall be subject to additional fines. Vehicles in violation of these rules may be "booted."

3.2 Vehicles will be operated safely with due consideration for others, not endangering any person or creating risk of harm to persons or property. All persons operating vehicles in the Park will be properly licensed and insured and proof of the same will be furnished on request of the Park Management. Vehicles will be driven only on streets in the Park. The Park speed limit is 10 m.p.h. Vehicles will not be operated in any manner that would be a violation of Colorado law if such vehicles were on a public highway, including without limitation, blood alcohol limits. **While operating a vehicle, extreme care will be taken for the safety of children.**

3.3 Vehicles with loud exhausts are prohibited. Unnecessary vehicle horn blowing and loud music are prohibited. Motorcycles are to be used for transportation in and out of the Park only. Joy riding is not allowed in the Park. Bicycles will not be ridden in the Park during periods of darkness without proper lights and reflectors, and will be ridden on the proper side of the road. Traffic rules will be observed by bicycle riders.

3.4 Vehicles will not be overhauled or placed on blocks or jacks in the Park. No spray painting or sanding of vehicles and/or equipment is allowed. All vehicles in the Park will be in running condition and properly licensed and proof of insurance furnished at the Park Manager's request. Junk vehicles are not allowed and will be towed away at tenant's expense. Tenant will be **fined \$50.00 per month** for any vehicle which is not licensed, is inoperable or is parked in a roadway. Any such violation will be a reason for termination of the tenancy even if the fine is paid.

3.5 Each vehicle permitted in the Park will be registered with the Park office. Any acquisition or disposition of a vehicle will be reported to the Park Manager. Current license numbers of all vehicles will be reported to the Park Manager within thirty (30) days of any change. Proof of insurance for each vehicle will be supplied to the Park Manager when requested.

3.6 No campers, horse trailers, equipment trailers, recreational vehicles, motor homes, motor coaches, trailers, boats, boat trailers, semi tractors, heavy equipment, or similar vehicles (other than passenger automobiles or pickup or utility trucks with a capacity of one ton or less) will be parked, stored or in any manner kept or placed on any portion of the Park, including the Space, or driven in the Park, except for deliveries or loading or unloading in conjunction with a trip and in such events only for one night. Park maintenance vehicles are exempt from this rule.

3.7 To assist in the movement of homes onto and off a Space, vehicles parked on adjacent Spaces that interfere with such movement will be moved. A tenant whose vehicle is to be moved will receive a written notice posted on tenant's door twenty-four (24) hours before such movement. Vehicles that are not moved may be towed and all towing charges will be assessed against the responsible tenant.

4. RULES GOVERNING ANIMALS AND PETS

4.1 Pets will not be allowed in the Park without the prior written approval of the Park Manager. If so approved, a maximum of 1 cat and 1 dog will be allowed per Space free of charge. Prior written approval by the Park Manager is required for additional dogs and cats as determined in the sole discretion of the Park Manager. Tenant will be charged **\$30.00** per month for any approved additional dog or cat. The keeping of an unapproved dog or cat will be a reason for termination of the tenancy even though a fine is paid. All pets will be neutered. Both cats and dogs will wear a collar or harness with identification and current rabies tags.

4.2 Dogs will not be chained when outside but will be kept in a fenced dog run area or within a properly fenced yard containing adequate shelter. Pets will not be penned within the skirting underneath a home. Pets, when outside, will not be allowed onto yards of other tenants or common areas of the Park. Dogs will be kept on a leash, under tenant's control, when outside tenant's yard. All Spaces will be kept clean of pet waste and litter. Pets will not be allowed to litter any other part of the Park. Breeding, raising of litters or boarding of pets in the Park is prohibited. Tenant will properly restrain dogs during Space access visits made by Park Management and utility provider personnel.

4.3 Any pet found loose in the Park will be treated as a stray. The Park Manager may impound a stray pet on the Park premises or deliver the stray pet to an animal pound. Tenant will be fined **\$20.00 per day** for any pet found loose in the Park and such violation can be a reason for termination of tenancy even though the fine is paid. Pets which pose a danger are prohibited. Any dog which bites a person or injures or kills another pet will be removed immediately from the Park. Pets that are noisy or otherwise create a nuisance are prohibited. Horses, mules, other large animals, rabbits, chickens, squirrels, raccoons, exotic or nontraditional animals are prohibited. Dog breeds generally recognized as aggressive or otherwise temperamental are prohibited. Such breeds include but are not limited to: Pit Bull (all types), Rottweiler, Chow Chow, Doberman Pinscher, Dalmatian, German Shepherd, Mastiff, Husky, Akita, Alaskan Malamute, Presa Canario, and wolf hybrids, and whether the dog is a pure bred or not.

5. REFUSE DISPOSAL

5.1 Tenant will keep tenant's Space clean and neat at all times. Proper disposal of refuse and garbage is extremely important. No hazardous materials will be generated or stored on a Space nor will hazardous material be disposed of in tenant's trash containers or elsewhere in the Park. The term "Hazardous Material" includes, without limitation, any material or substance that is (a) defined as a "hazardous substance" under Colorado law, (b) petroleum, (c) asbestos, (d) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (e) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, (f) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation & Liability Act or (g) defined as a "regulated substance" pursuant to the Solid Waste Disposal Act.

5.2 Tenant will keep all trash in Park supplied containers on the tenant's space away from the neighbor's yard and windows and otherwise out of view from the street except on the trash collection day when they will be placed at the street's edge at the front of the Space on the morning of collection and then returned to its original position. Trash containers will not be over filled and the lid of the trash containers must be kept closed. Non standard trash containers are NOT acceptable. Trash will be picked up once per week. Trash will not be left on the ground or in open containers. Used oil will not be poured, spilled, or buried on lawns, streets or elsewhere in the Park or on property surrounding the Park, but will be placed in a proper container and NOT disposed of with the regular trash. Tenant will dispose of used oil off the Park premises at a commercial oil change company. Used cooking oil, grease, and fat should not be poured down a sewer drain (which causes sewer line blockage) but should be placed in suitable containers and disposed of with the regular trash. Tenant will be fined **\$15.00 per day** for any violation of this section.

5.3 One 96 gallon trash container is provided for each space and ordinary waste collection is included in the monthly rent. Additional containers, any extra trash in unapproved containers, appliances, auto parts, tires, mattresses, furniture, yard waste or other large or extraordinary items may be picked up as well and, if so, will be charged to and paid by the responsible tenant. Any tree limbs cut by tenant should be less than 4 feet in length.

ENFORCEMENT OF PARK STANDARDS

Ignorance of a rule will not be accepted as an excuse for its violation. Any violation of a Park Rule may result in **fines from \$15.00 to \$100.00** as stated in these rules regarding specific offenses and for other violations, may result in a fine of **\$50.00** per offence, and any such violation will be a reason for termination of the tenancy even though the fine is paid. **If violation of the same Park Rule occurs during the current or in a succeeding month, the fine imposed previously may be doubled.** Any violation which endangers any person or creates a significant risk of harm to persons or property may result in immediate termination. Park Rules are subject to change. Tenant will be notified in writing of any changes. If tenant fails to comply with any Park Rule, the Park may give tenant a written notice, which may be posted on the front door of tenant's home, giving tenant a specified time limit, not less than 24 hours, to correct any deficiency and, if not corrected in such time, the Park may take such remedial actions as are necessary and will charge the cost of the same to tenant as additional rent.