

**ASPEN BASALT MOBILE HOME PARK  
SPACE LEASE AND RULES AND REGULATIONS  
MOBILE HOME LOT LEASE**

1. DEFINITIONS: Hereafter "Park" means Aspen-Basalt Investment, LLC who is the owner of Aspen Basalt Mobile Home Park and anybody working for the owner or acting on the owner's behalf. "Resident" means the adults who have signed this Lease and anybody living with those adults.
2. RENTAL OF THE LOT: By this Lease the Resident rents from the Park, from month to month, Space # \_\_\_\_\_, in the Aspen-Basalt Mobile Home Park in Eagle County, Colorado. As used herein "the mobile home park" shall mean and refer to the Aspen-Basalt Mobile Home Park in Eagle County, Colorado. The Space is rented for the Resident's mobile home as described below.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Length: \_\_\_\_\_

Width: \_\_\_\_\_

3. RENT: The rental period begins on the first day of the month and ends on the last day of the month. The Resident must pay \$ \_\_\_\_\_ per month to the Park as Space rent. The Resident's rent is due on the first day of the month. If the rent is not paid before the 5th of the month, the Park will charge and the Resident agrees to pay a LATE FEE of \$3.00 per day retroactive to the first day of the month. The monthly rental amount may be increased from time to time in accordance with the provisions of this Agreement and Colorado law. If rent has not been paid by the 10<sup>th</sup> day of the month, then the LATE FEE will be increased to \$5 per day retroactive to the first day of the month. In the event rent has not been paid by the 15<sup>th</sup> day of the month then the LATE FEE will be increased to \$10 per day retroactive to the first day of the month, and continuing daily thereafter until all past due rent and LATE FEES have been paid in full to the Park by the RESIDENT. The amount of the LATE FEES charged by the Park may be amended from time to time by the Park by an amendment to the Rules and Regulations of the Park.
4. UTILITIES: Utilities will be provided as follows:
  - (a) Domestic Water: The Park will provide domestic water free of charge except as provided herein with regard to excess consumption. Water usage may be monitored and an excess water fee for excessive consumption may be charged to RESIDENT. In the event of such excess consumption, the Park may also install a water meter at the Space and if such excess consumption continues that will be a default under this Lease and will also entitle the Park to charge the resident, as additional rent, an amount of not less than \$50 per month for each month that the excess consumption continues and to charge Resident for the reasonable cost of the water meter and its installation. Excess consumption and the amount of the additional rent charged for the excess consumption shall be as determined by the Park in its discretion based on whether and how much the water consumption at the Space exceeds what would reasonably considered normal usage for the size and number of occupants of the specific mobile home. It is the intent of these provisions to assure and encourage the conservation of water which is a valuable and limited natural resource.
  - (b) Sanitary Sewer: The Park will provide sanitary sewer free of charge.
  - (c) Trash Removal: The Park will provide weekly trash removal service provided that the following procedure is followed:

All trash is deposited in a 90 gallon container provided by the Park. Any extraordinary amounts of trash must be disposed of by the Resident at the Resident's cost and expense. Upon sale of Resident's home, Resident shall leave the 90 gallon container at its space or shall be responsible for payment to Park of the cost of the container if it is not left at the space.
  - (d) Other Utilities: All other utilities, such as electricity, gas and telephone shall be made available by the Park through the respective utility service provider at the sole cost and expense of the Resident and by the individual contract between the Resident and each utility. The Resident shall be responsible for arranging for the service with the respective utility provider.
  - (e) Service Lines: Each Resident will be responsible for the maintenance of water and sewer lines from the main line or shut-off valve to the mobile home.

5. **INSTALLING OR REMOVING THE MOBILE HOME:** The Resident must give the Park written notice 72 hours before the Resident moves a home out of the Park. The Park has the right to supervise the installation or the removal of the Resident's home. The Park may give the Resident reasonable instructions concerning installation or removal in order to protect the Park's facilities or safeguard the homes of other residents. The Resident must comply with these reasonable instructions. The Space shall be left clean, neat and free of all debris at all times.
6. **SECURITY DEPOSIT:** Before the Resident may occupy Resident's mobile home on the Space in the mobile home Park, the Resident must pay the Park \$ \_\_\_\_\_ as a security deposit. Pursuant to Colorado law, the security deposit for a single-wide mobile home shall be no more than one month's rent, and no more than two months' rent for a multi-wide mobile home. When the Resident moves from the mobile home park, the Resident will give the Park a forwarding address. Within one month after the removal of the home from the Park, the Park must either:
  - (a) Refund the resident's security deposit, or
  - (b) inform the Resident in writing that the Park is keeping some or all of the deposit and listing the exact reasons for the retention. When the written statement is provided to the Resident, it will be accompanied by payment of the difference between any sum deposited and the amount retained.

The Park will keep security deposit money only if the Resident has moved out owing rent or other amounts that may be due under this Lease or if the Resident has damaged the Park's property. The Park will not hold the Resident responsible for ordinary wear and tear or for damage due to extreme weather or other unusual causes beyond the reasonable control of the Resident. No interest is paid on a security deposit.

7. **USE OF THE SPACE:** The Resident must use the Space only for single-family residential purposes. No business or commercial use is allowed on the Space or in the mobile home. The Resident may not build improvements on the Space, including storage sheds or fences, or put a different home on the Space unless the Park first agrees in writing. "Single-Family" is defined as one or more persons living together in a home related by blood linearly (i.e.: grandparent-parent-child); but it shall not include a group of three or more persons unrelated. Occupancy limits for homes are as follows:
  - (a) One bedroom mobile homes shall not be occupied by more than two adults;
  - (b) Two bedroom mobile homes shall not be occupied by more than two adults and two children;
  - (c) Three bedroom mobile homes shall not be occupied by more than two adults and three children; and
  - (d) Four bedroom mobile homes shall not be occupied by more than two adults and four children.

Adult children of a Resident, up to age 30, may reside in the mobile home on the Space with their parents but spouses, partners, or offspring of such an adult child shall not be permitted to reside at the Space. Elderly parents who need homecare may live in the mobile home on the Space with their child who is the Resident of the mobile home and a Resident but only with a signed statement from a licensed Colorado physician attesting to the need for homecare for the elderly parent or parents. Each adult child or set of elderly parents must have their own bedroom.

A violation of these occupancy limits shall be a default under this Lease.

8. **VEHICLES:** No more than two automobiles shall be allowed per Space, all of which must be parked at all times in the parking area provided for the Space. "Automobiles" shall include pickup trucks of a capacity of not larger than  $\frac{3}{4}$  ton. Pickup trucks larger than  $\frac{3}{4}$  ton capacity or other trucks, recreational vehicles, snowmobiles, campers, trailers, boats, off-road vehicles, or any and all other such vehicles or apparatus shall not be allowed in the Park proper. All automobiles must be operative and must have a valid, current and valid Colorado motor vehicle registration and Colorado license plates. Repairs on automobiles in the Park are prohibited. All vehicles must be registered with the Park Manager. See the attached Aspen Basalt Mobile Home Park Rules and Regulations for further rules and regulations governing the parking of motor vehicles in the mobile home park. Bicycles must be stored or parked within the yard and out of view as much as possible.
9. **SPACE MAINTENANCE:** The Resident must maintain the Space in a clean, neat and orderly fashion. The mobile home must be kept in good repair as specified by Park. The yard surrounding the mobile home in each Space shall be maintained as a lawn or other landscaping design approved in writing by the Park. Privacy fences may be erected with written permission from the Park. No fences shall be erected until the design, location, height, color and material have been approved in writing by the Park. Any fence installed by a Resident or other permission without the written approval from the Park shall be subject to immediate removal by the Park. Fences shall be maintained in good condition at all times. The Park will maintain the streets and common areas of the mobile home park and will comply with all health, safety and building code regulations which apply to the mobile home park. If the Resident fails to maintain his Space as required by this Lease, such as cutting grass, removing garbage or debris, the Park may advise the Resident in writing that the work must be done. If the Resident does not do the work promptly after receiving the written notice, the Park may do the work for the Resident. The Park may then charge the Resident for the costs of doing the work at a rate of \$50.00 per hour. The Park will make this charge in writing.

10. **EMERGENCY MAINTENANCE WORK:** If a Resident's failure to perform maintenance work on the Resident's mobile home or at the Resident's Space causes an immediate danger to the Park facilities or to the health or safety of other residents, the Park may demand that the Resident perform the necessary maintenance work immediately. If the Resident does not do the work immediately, the Park may do the work and charge the reasonable costs to the Resident. The Park will make the charge to the Resident in writing and the amount due shall be paid to the Park within ten (10) days following the date the invoice from the Park is provided to the Resident.
11. **PRIVACY:** The Park may come into the Resident's mobile home if it is necessary to respond to an emergency or prevent damage to the mobile home park. The Park may also come onto the Resident's space to inspect the space, make necessary or agreed upon repairs or improvements, supply necessary or agreed upon goods or services, or to show the Space to prospective or actual tenants. The Park will not come onto the Resident's Space at unreasonable times, or in a way that unreasonably disrupts the Resident's use of the Space, except in the event of an actual emergency.
12. **PERSONAL PROPERTY:** The Park is not responsible for damage to the Resident's property unless the Park causes the damage. The Park is not responsible for any damage to the Resident's property due to the interruption of service of any utility. The Park is not responsible for any damage to the mobile home or its contents due to vandalism, burglary or similar causes. The Resident is responsible at all time to insure the Resident's mobile home and the Resident's personal property. The Park does not provide any insurance for any property of the Resident.
13. **ABANDONED PROPERTY:** If the Resident leaves the Park and abandons personal property (including the mobile home), the Park may remove the property and store it. If the Park stores the property, the Resident is responsible for the reasonable costs involved. Sixty days following the date the Resident leaves the Park, the Park may sell the property or if the PARK determines in good faith that the property has minimal or no value then the PARK may dispose of the property. In the event of a sale, the Park may use the money it gets from the sale to pay the reasonable costs involved in removing and storing the property and to pay any claims the Park has against the Resident for non-payment of rent or for damage to the Park facilities. If there is money left over, and the Resident makes a written request to the Park that includes the Resident's current mailing address, the Park will return the remaining money to the Resident. The Resident may reclaim the property at any time during the sixty day period by paying all costs of storage and taking possession of the property.
14. **SUBLETTING:** All homes must be owner occupied by the record title owner of the home. The Resident shall not sublet or assign this Lease or the Space to anybody. The Resident does not have to inform the Park of overnight visitors or other short-term guests who stay less than two weeks.
15. **SALE OF THE RESIDENT'S MOBILE HOME:** **If the Resident's mobile home is twenty (20) years old or less, the Resident has the right to sell the home and have the home remain in the mobile home park after the sale as long as the space and home meet Park regulations. If the home is more than twenty (20) years old and less than twenty-five (25) years old, the Resident must have the Park's written permission to sell the home within the Park. If the home is more than twenty-five (25) years old, the home must be removed from the Park and the Resident shall have no right to sell the home and have it remain in the mobile home park. The Park will not charge any fee to the Resident for allowing the Resident to sell the home within the Park. The Park will not require the Resident to sell the home to the Park or use the Park's services to arrange the sale of the home. If the home is going to remain in the mobile home park, the Park has the right to approve the buyer as a resident. The Park must not unreasonably reject any buyer. In evaluating a buyer, the Park must not use any stricter standards than it uses for evaluating other prospective residents. Before approving the buyer the Park may inspect the Resident's space and exterior of the Resident's mobile home to see whether the space and the home comply with Park Rules and Regulations relating to maintenance and impose as a condition of the sale that certain repairs and modifications be made to the home and/or space. Further. Notwithstanding the foregoing circumstances where a home may be allowed to remain in the mobile home park, at all times a home must meet quality standards and other requirements set forth in Rules and Regulations and this Lease.**
16. **CHANGES IN THIS LEASE AND RULES AND REGULATIONS:** The PARK may make rent increases. The Park will give the Resident 60 days' prior written notice of any rent increases and any other changes in this Lease and Rules and Regulations before those changes will go into effect. If the PARK and RESIDENT agree to make an exception to a provision of this Agreement or the Rules and Regulations, that agreement to make an exception must be in writing, signed by both the PARK and the RESIDENT.
17. **TERMINATION OF THE LEASE BY THE RESIDENT:** The month to month rental periods under this Lease begin on the first day of the month and end on the last day of the month. If the Resident wants to end this Lease and leave the mobile home park, the Resident must notify the Park in writing at least one full rental period in advance. This Lease and the Resident's obligation to pay rent will end when one full rental period has passed after the date of notification, even if the Resident moves out of the mobile home park earlier. If the Resident does move from the Park before the Lease ends, the

resident must still pay rent through the end of the first full rental period following the notice. EXCEPTION - if a new RESIDENT moves into or rents the lot, then the RESIDENT'S obligation to pay rent ends as soon as the new RESIDENT has qualified for tenancy with the PARK, been approved by the PARK and signed a MOBILE HOME LOT LEASE and has paid rent that covers the remaining amount of the full rental period. In circumstances where the home is to be removed from the Park moving out also includes proper removal of the Resident's mobile home from the mobile home park.

18. **TERMINATION OF THE LEASE BY THE PARK AND EVICTION:** The Park may terminate this Lease and evict the Resident only for the reasons stated in and in conformity with the State of Colorado Mobile Home Park Landlord-Tenant Act (C.R.S. 1973, 38-12-201, et seq.) as such Act is now in effect or may be hereafter amended. In the event the Park engages legal counsel to collect rent from the Resident or commence legal proceedings from Resident, the Resident shall be liable for all reasonable attorney fees incurred by the Park, including court costs. The County Court of Eagle County shall have exclusive jurisdiction over any action involving this Lease, except in cases where the jurisdictional amount or other jurisdictional limitations of the County Court are exceeded, in which case the District Court of Eagle County shall have jurisdiction.

19. **MISCELLANEOUS:**

- (a) Storage: All storage of any items outside of a mobile home must be enclosed in structures approved by the Park;
- (b) Traffic: The speed limit in the Park shall be 15 miles per hour. All motorcycles must be quietly muffled and may be ridden in the Park only for the purpose of entering or exiting therefrom.
- (c) Skirting: All homes must be skirted within 30 days from the date of entry into the Park. All skirting must be approved by the Park and must have access doors for sewer and water repair;
- (d) Pets: One dog and one cat will be allowed to be kept at the Resident's mobile home on the Space in the Park with the Park's written permission. No more than one dog and one cat will be allowed at any Space within the Park.
- (e) Conduct: Nothing must be done in the Park which would cause a nuisance or annoyance to the other residents.
- (f) All firewood must be stacked and covered in a neat and orderly manner away from neighboring mobile homes and limited to one cord. All wood debris must be kept cleaned up.

20. **NOTICES/APPEAL OF MANAGER'S DECISION:** The Resident must give any notice required by this Lease or by the Park's Rules and Regulations by mailing the notice to: Aspen-Basalt Investment, LLC, PO Box 1394, Carbondale, CO 81623.

The Park can give any notice required by this Lease and Rules and Regulations by personally taking the notice to the Resident's home or by mailing the notice to the address given by the Resident on the signature page hereof.

The name and address to where a manager's decision can be appealed is Kim Smeins, Controller, Aspen-Basalt Investment LLC, P.O. Box 1394, Carbondale, CO 81623.

21. **RETURN CHECK FEE:** There will be a \$50.00 fee charged to the Resident for all returned checks.

22. **RULES AND REGULATIONS.** The Resident agrees to comply with the Aspen Basalt Mobile Home Park Rules and Regulations (the "Rules") which are attached to and incorporated within this Lease. Any violation of the Rules that is not cured or remedied in a timely fashion as provided in this Lease and the Rules shall constitute a default under this Lease.

23. **EXECUTION:** By execution hereof, the Resident acknowledges and agrees that the Resident has received, read, agrees to and understands this Lease and Rules and Regulations.

24. **EFFECTIVE DATE:** This Lease shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall continue on a month-to-month basis as of the 1<sup>st</sup> day of each month thereafter as per Sections 2 and 3 of this Lease until the month-to-month tenancy is terminated pursuant to the terms of this Lease.

This Lease and Rules and Regulations have been signed by the parties on the date set opposite the name of each. The Rules and Regulations which are attached to this Lease or which may be adopted later are a part of this Mobile Home Lot Agreement. They contain provisions, limitations, rights and duties of the PARK and of the RESIDENT that are equally important as the other provisions of the Mobile Home Lot Agreement.

25. **SIGNATURES: READ THIS AGREEMENT BEFORE YOU SIGN IT.**

I/ We acknowledge and agree we have received and read a copy of this Agreement as of \_\_\_\_\_, 20\_\_.

RESIDENT \_\_\_\_\_  
(date)

RESIDENT \_\_\_\_\_  
(date)

ASPEN BASALT MOBILE HOME PARK BY \_\_\_\_\_

POSITION \_\_\_\_\_

ADDITIONAL RESIDENTS

Listed below are all other persons (RESIDENTS) who will live on the premises and abide by this AGREEMENT and the RULES AND REGULATIONS.

DATE \_\_\_\_\_ NAME \_\_\_\_\_

DATE \_\_\_\_\_ NAME \_\_\_\_\_