

ASPEN BASALT MOBILE HOME PARK

RULES AND REGULATIONS

Effective January 1, 2014

GENERAL CONDITIONS:

1. These Aspen Basalt Mobile Home Park Rules and Regulations (“Rules”) will be strictly, but fairly, enforced. A Resident (as defined in the Lease) will be adequately notified of rule violations. First the Resident will receive a rule reminder notice. If the violation is not cured during the specified time, a rule violation notice will be issued provided; however, if the violation is a failure to pay rent, the Resident will only receive a DEMAND FOR PAYMENT OF RENT OR POSSESSION. A second rule violation and every violation thereafter will be subject to a \$50 fine. If these notices are ignored, the Park (as defined in the Lease) will be forced to the legal remedy of eviction and such other court actions as may be available to the Park to remedy the violations.
2. The interpretation, explanation, additions, deletions and enforcement of these rules is reserved solely and absolutely to the Park. *The Park may adopt additional hearing procedures to enforce these Rules and to levy and assess fines and other charges that are provided for under these Rules.*
3. The Park reserves the right at any time to revise, add to, or change these guidelines in any manner that it deems necessary for the continued maintenance of a fine residential community. Changes to the Rules shall be posted at a conspicuous place at the office of the mobile home park (as defined in the Lease) and shall be given to each Resident, at a minimum, and displayed conspicuously at other convenient locations, if possible, not less than sixty (60) days before the date on which the changes become effective. The “mobile home park” also may be referred to herein as the “community.” If a Resident has any questions concerning the meaning or interpretation of these Rules or the Lease, the Resident should contact the Park or the Park Administrator.
4. Rent is payable in advance due on the **first day of each month**. If rent is not received by the 5th day of each month, there shall be a late fee imposed of \$3.00 per day retroactive to the first day of the month. If rent has not been paid by the 10th 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 15th 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 these Rules and Regulations. All checks or money orders should be made out to the Park. CASH WILL NOT BE ACCEPTED. There will be a \$50.00 charge imposed on any returned checks. All payments shall be made by mailing the payment to P.O. Box 1394, Carbondale, CO 81623. A cancelled check is the only item recognized as evidence of payment.

5. In the event the Park determines any Resident to be delinquent or in default of the Rental Agreement, and/or in violation of the Rules and deems it advisable to commence tenancy proceedings against such Resident in the court of proper jurisdiction, then any such Resident shall pay as non-refundable fees and/or charges, all expenses and costs reasonably related to these proceedings, including court costs and attorney fees.

MOBILE HOME QUALITY STANDARDS:

1. No mobile home shall be allowed to come into or remain in the community which does not comply with the following minimum requirements, unless a waiver is obtained from the Park Administrator for the deficiency:
 - (a) The mobile home must be at least a minimum of 840 sq. ft. in area.
 - (b) The mobile home should not be over three years of age when delivered to the community, unless otherwise approved by the Park.
 - (c) It must be built to the minimum requirements of HUD Mobile Home Construction and Safety Standards.
 - (d) The exterior of the mobile home, additions to the home, any shed on the mobile home space, the skirting, the steps, porches and grounds within the mobile home space must be maintained at all times in good repair.
 - (e) All exterior doors, windows, storms, and screens must be in good repair.
 - (f) Window air conditioners must be braced to the home with metal angle braces or chain braces. No wooden bracing or bracing to the ground or cement work will be allowed.
 - (g) All mobile homes shall be equipped with a currently charged fire extinguisher, minimum size: 5lbs. 2A 10BC. Homes shall also be equipped with one smoke detector approved by a nationally recognized independent testing laboratory.
 - (h) A signed acknowledgment of the rules and regulations must also be turned in before the date of occupancy.
 - (i) TV, radio antennas, and satellite dishes will not be erected or used by tenants, except by the expressed written approval of the Park, or in those cases when central TV or cable service is not available.

SET-UP STANDARDS

1. Prior to an approved Resident being allowed to occupy the Resident's home, the home must be completely and properly set-up by a reputable, licensed dealer or service company.
2. Set-ups must be completed in accordance with the Park's set-up procedure as set forth in subparagraph 3 below and inspected and approved by the Park.
3. The following set-up procedure must be completed prior to occupancy of the home:
 - (a) Wheels and tires must be removed; however, axles, hubs and springs must be left on the mobile home at all times.
 - (b) The home shall be lowered to a suitable level prescribed by local codes and tied down with a device that meets local and state requirements.
 - (c) Hitches or tongues must be removed.
 - (d) Homes skirted by properly licensed companies using materials approved by the Park. Such material must be vertically ribbed aluminum, vinyl or stone/rock specifically designed for mobile home skirting applications. Each skirting section shall have interlocking vertical ribs on each end to retain sections in place. Vinyl skirting sections shall have a minimum of 3 vertical ribs per foot, each section not to exceed 2 feet in length. Aluminum skirting shall have extruded locking notches on bottom edge of each section. Vinyl skirting shall have extruded locking notches on top and bottom of each section. Vinyl skirting installation requires that the top expansion cap shall be six inches in height and be made of aluminum. The bottom u-channel track shall be a minimum of 1-¼ inches in height and be made of aluminum. Bracing material shall be aluminum on both aluminum and vinyl skirting installations. Bracing straps from the lower u-channel track shall be fastened to the frame piers or slab. Staking the lower track to the ground is not allowed. Aluminum hanger straps running vertically from the top expansion cap to the lower u-channel track shall not exceed six feet apart. No combustible material shall be allowed as either skirting or bracing.
 - (e) One utility storage shed may be installed within a mobile home space at the mobile home owner's expense. The maximum size is 10'x10' or 100 sq. ft. They shall be manufactured kit-form sheds and cannot contain any combustible materials for either main structure or bracing. All sheds must be anchored to the base and kept in good repair and in a neat and orderly condition at all times. Wooden sheds must be painted the same color or must coordinate with the home. Additional cement required to enlarge a

shed pad is the direct responsibility of the Resident but must have the Park's approval and must comply with both local and state codes before the original shed pad is altered. Only one shed per mobile home space is allowed.

- (f) Porches, steps and decks are only allowed on the entry side of the mobile home. No porches or decks shall be erected on the non-entry side of the mobile home. Porches must be skirted; must have handrails on all exposed sides; must be carpeted with appropriate indoor/outdoor type carpeting, painted or stained and must be of a design approved by the Park in writing prior to installation. Any deviations from the specifications will be cause for an order of removal. Decks, if approved by the Park, may be of planked type; and as applicable may have steps of a material consistent with the deck's construction with a rail on at least one side of the steps. The Resident must submit to the Park complete drawings and specifications of any deck or porch to be erected on a home-site for approval prior to construction of any porches, steps or decks. Construction on such items may not proceed until written approval of the proposed construction is obtained from the Park.
 - (g) Home Address – each tenant is required to display address numbers (minimum 3” high) on the front of the home. All address numbers must comply with applicable fire department and Eagle County requirements.
4. The installation and operation of central air conditioning units must be approved by the Park prior to installation. These units must be located on the front door side of the mobile home and must be installed according to township building requirements. Window air conditioners must be braced to the home with metal angle braces or chain braces. No wooden bracing or bracing to the ground or cement work will be allowed.

MAINTENANCE STANDARDS:

1. Responsibility for Repairs – the Park shall be responsible for the proper maintenance and repair of all sewer and water lines to the homesite. Residents are responsible for the repair of lines from the connection point or shut-off valve to the home or inside the home. In other words, the Park will be responsible for the below-ground sewer and water line improvements (except for damages caused by the tenant) and the Resident shall be responsible to maintain and for any damage and repairs to any of the above ground sewer and water line improvements. Should the Resident damage any below-ground improvements, damage will be repaired by the Park personnel or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of items discarded by the Resident into the sewer, the cost of repair shall become the Resident's responsibility and the Resident agrees to pay for the costs of any such repairs

caused by the Resident's actions. Residents are responsible for installing and maintaining heat tape or insulation to water pipes under the home, including any shut-off valves.

2. A Resident's mobile home space shall be kept neat, clean and orderly and absolutely free of litter by the Resident. A Resident shall be responsible for mowing, trimming, fertilizing, weed control and general maintenance of the Resident's mobile home space, trees and shrubs. No items of any kind shall be stored on a Resident's mobile home space, all items must be stored either inside the home or in an approved utility/storage shed on the mobile home space. During the months from Memorial Day to Labor Day, lawns must be cut at least once a week. In addition to the cutting of grass, a Resident is expected to control and eliminate weeds on the mobile home space, collect and remove any litter on the mobile home space and fertilize the lawn and other vegetation on the mobile home space at least twice annually. In the event the Resident fails to perform such maintenance activity, such maintenance will be performed by the Park maintenance personnel at a charge of \$50.00 per hour for each time the mobile home space is maintained by the Park because of Resident's failure to do so. Any changes in home size, space arrangement, home additions, or attachments to exterior of the home, **MUST** first be approved by the Park to assure compliance with the Lease, these Rules and with existing local building codes.
3. Installation of any type of car ports, screen housing, fencing, vegetable gardens or landscape items (trees and shrubs) requires the specific approval of the Park to ensure non-interference with underground installations and compliance with local and state codes or the aesthetics of the community. Storage under the home of boxes, bottles, cans, equipment or objects which constitute a fire or rodent hazard is absolutely prohibited. All fencing shall be from lot line to lot line and shall be cedar, or equivalent, no chain link fencing will be allowed. The installation of any fencing on the mobile home space requires the prior written approval of the Park.
4. The exterior of the home, additions to the home, the shed, the skirting, the steps, porches and grounds must be maintained in good condition. They must be free of peeling paint, rust, stains, dents or other damage or deterioration.
5. The color of the mobile home, additions to the home, shed, skirting, steps, decks, porches and fencing must be approved by the Park prior to painting.
6. No plastic on the outside or inside of windows and doors shall be permitted. No plastic hanging from porches shall be permitted. Windows must be kept in good repair with appropriate curtains or blinds. Sheets, blankets, and other similar materials may not be used for window coverings. No items such as clothing, rugs, sheets, blankets, or laundry may be hung from porches or fences or the exterior of a mobile home or shed.

7. Vehicle washing will be allowed if minimal, biodegradable soap and water is used. No vehicle washing will be allowed if water limits or bans on the outside use of water are in effect.
8. Minor automobile repairing on site, such as changing spark plugs, points, fan belts, tires, batteries, etc.; will be allowed provided such work is performed only on vehicles owned by the Resident of the mobile home space where the work is being performed and such work is commenced and completed within a reasonable period of time and in any event within the same day the repair work is commenced. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, etc.; are not permitted. Vehicles cannot be put up on ramps for repairing. Any Resident or Resident's guests found dumping oil anywhere on the mobile home park property will be fined and responsible for the cost of clean-up. Tenant will also be subject to eviction and as applicable criminal charges will be made against the Resident.
9. The parking areas, sidewalks and patios on or adjacent to the mobile home space are to be kept free of snow and ice and maintained in a neat and clean condition by the Resident.
10. Disposal of rubbish, refuse, old furnishings and the like anywhere on the grounds of the mobile home park, whether developed or undeveloped, is expressly forbidden and if done is grounds for eviction.
11. Each home shall be provided with a 90-gallon trash container. The Resident is responsible for returning the container to the Park at the time the Resident sells the Resident's mobile home or otherwise vacates the mobile home space. The Resident is responsible for all damage to the container. Trash containers are not to be kept in front of the home or on the street after the trash has been picked up.
12. Occupancy –
 - (a) The following occupancy limits apply to all mobile homes in the mobile home park: a one bedroom mobile home shall be occupied by no more than two (2) adults; a two bedroom mobile home shall be occupied by no more than two (2) adults and two (2) children; a three bedroom mobile home shall be occupied by no more than two (2) adults and three (3) children; and a 4 bedroom mobile home shall be occupied by no more than two (2) adults and four (4) children. Adult children of a Resident, up to age 30, may reside in the mobile home on the mobile home space with their parents but spouses, partners, or offspring of such an adult child shall not be permitted to reside at the mobile home space. Elderly parents who need homecare may live in the mobile home on the mobile home space with their child who is the owner 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.

- (b) If anyone has a guest for more than two (2) weeks, the Resident must register the guest with the Park Management.
- (c) Park Management has the right, upon 24 hour notice, to inspect the inside and outside of the home and space for any violations.

PARKING:

1. Parking is provided for two cars/pickups at each mobile home space. **NO MORE THAN TWO CARS/PICKUP TRUCKS** may be parked at any mobile home space without Park permission. Subject to the prior written approval from the Park, a Resident may be allowed to park a third vehicle at the mobile home space for an additional rental charge of \$20 per month. In the event a Resident has been approved to park a third vehicle and the Resident wants relinquish the privilege to park a third vehicle, the Resident must notify the Park in writing at least one full rental period in advance. The Resident's obligation to pay the additional rent of \$20 per month will end when one full rental period has passed after the date of notification, even if the Resident ceases use of the third vehicle parking space earlier.
2. **NO PARKING IS PERMITTED ON STREETS AND LAWNS.** Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way. Vehicles found illegally parked in the streets will be towed away **AT THE VEHICLE OWNER'S EXPENSE.** All towing and storage charges shall be considered additional rent and will be charged to the Resident who was responsible for the vehicle being in the mobile home park and such additional rent shall be payable within 7 days of billing. Failure to pay towing charges in the time provided shall be a default under the Lease and shall entitle the Park to commence eviction proceedings.
3. Trucks or vans are not permitted to be parked at a mobile home space or in any other designated parking areas within the community except pickups or vans of $\frac{3}{4}$ ton or less size designation. Vans and van-sized mini-motorhomes of a $\frac{3}{4}$ ton or less size designation may be allowed when used as a second vehicle and approved by the Park.
4. Vehicles kept parked at a mobile home space must be licensed for street use with a current Colorado motor vehicle registration and current Colorado license plates and must be self propelled. No storage of in-operable or unlicensed vehicles is allowed.
5. Boats, trailers, motor homes, unmounted truck campers, ATV's and snowmobiles must be kept outside the community.

6. Each of the two allowed vehicles must be registered with the Park. The Park will furnish the Resident with a parking sticker for each vehicle, which must be placed in the rear window of the vehicle.
7. Each mobile home space will be provided with one (1) guest parking permit to for parking in the common area at the front of the mobile home park. The permit is to be displayed on the top of the dashboard in the guest's car so that it is visible from outside of the car. The lot must be empty every night between midnight and 6:00 a.m. to allow for plowing and no guest parking is permitted during those hours.

SAFETY AND CONDUCT

1. Responsibility – The Park and Park Management are not responsible for loss due to damage or injury by fire, theft, accident or any other cause whatsoever by Residents, their guests, or others.
2. Noise Control – It is the purpose and the intent of the community and the Park that Residents of the mobile home park shall be able to live in a peaceful and quiet environment that will be free from loud and offensive noises. In this regard working outside, loud talking, dog barking or excessive volume of the TV, radio and particularly stereos must cease between the hours of 10:00 p.m. and 8:00 a.m.
3. Children under the age of 18 years of age must be off the streets in the community between the hours of 10:00 p.m. and 6:00 a.m. Parents will be held accountable for their children's actions. Children abusing and/or destroying the Park's property or the property of other Residents will cause the institution of eviction proceedings against the family of which the offending child is a member.
4. Soliciting – Peddling or commercial enterprises or any commercial activity or commercial or religious solicitation whatsoever within the mobile home park requires the written permission of the Park which permission may be granted or denied in the sole and absolute discretion of the Park. Conducting such activities without the written permission of the Park is absolutely prohibited.
5. All traffic regulations will be observed and obeyed throughout the community. A 15 mph speed limit is enforced. On-street parking is not permitted and is illegal within the mobile home park. Vehicles without current, valid motor vehicle registration and license plates or tags and inoperable vehicles are not permitted. Tenants will be responsible for their guests' actions with regard to the parking or operation of motor vehicles within the mobile home park.
6. Operation of motorized minibikes, motor scooters, dirt bikes, go-carts, ATV's or snowmobiles or battery operated adult or children's ATV's, scooters or other self propelled vehicles or conveyances of any kind is not permitted in the community.

Licensed motorcycles may be ridden to and from the Resident's home ONLY. Motorcycles must have quiet mufflers. Non-residents and guests are not allowed to enter the community on motorcycles.

7. Anyone found breaking bottles, littering or failing to clean up after themselves, their guests or their pets in the Park will be fined \$50 per incident.

PETS:

1. At no time shall any household within the mobile home park be allowed to have or register more than two animals on the Resident's mobile home space or mobile home. Each household may have one dog and one cat or two cats only. The keeping of two or more dogs at a mobile home space is not allowed. Reptiles and snakes shall be allowed; however, they must be registered with the Park Management and they must be kept in cages at all times. The Park reserves the right at all times however not to allow large snakes or large reptiles as determined by the Park in its sole and absolute discretion.
2. At the time of application for registering a dog with the Park, the owner of the dog shall state, upon a printed form provided by the Park for such purposes, the owner of the dog's name and address, the breed, color, rabies registration number and sex of the dog to be registered as well as submitting a color photograph of the animal for which the application is being made. Only a Resident of the mobile home who is the owner of the dog to be registered may register a dog with the Park. Also at the time of application for registering a dog with the Park, the owner of the dog must pay \$25.00 as additional rent which thereafter will due and payable and collectable as Rent under the Lease. The owner of the dog shall continue to pay the additional rent of \$25.00 per month payable on the 1st day of each month for so long as the dog remains in the community.
3. It shall be a violation of these Rules for any owner, possessor or person to have an animal in the mobile home park that is not registered with the Park or to permit the animal to run at large within the Park. An animal shall be deemed to be running at large when off or away from the mobile home space of the owner, possessor, keeper thereof and not under the direct control of the owner, possessor, keeper or his agent or member of his immediate family either by leash, cord, or chain no longer than ten (10) feet in length and of sufficient strength to completely restrain the animal, or if the animal is not within a motor vehicle or other secure confinement. Any animal running at large and caught by Park Management may, at Park Management's discretion, be taken to the local animal shelter.
4. The owner of any dog caught running at large will be fined \$50.00 per occurrence, which must be paid at the time the dog is retrieved from the Park Management.

5. It shall be a violation of these Rules for anyone to walk a dog or cat through the streets of the community without having such animal under control by means of a leash.
6. Stray animals which are abandoned or which constitute a nuisance and whose owners are unknown shall be taken to a local animal shelter at which time they will be under the jurisdiction of the animal shelter and be subject to its policies and procedures. At no time shall abandoned or stray animals include any animal registered with the Park Management.

Notice of animals taken to the animal shelter shall be posted at the mailbox stop located at the entrance to the Park.

7. It shall be a violation of these Rules for any person to beat, injure or mistreat any animal for any purpose at any time. Such actions shall be reported to the appropriate local animal control or policy authorities.
8. It shall be a violation of these Rules for any owner or keeper of a pet to permit such pet by loud and persistent or habitual barking, howling, yowling or yelping, to disturb persons in the community. If such conduct persists, The Park Management will require the removal of the pet from the community.
9. It shall be a violation of these Rules for the owner or keeper of any female animal to permit the same to run at large while said animal is in estrus (in heat or season) or to permit the same to create a nuisance by attracting other animals to the premises. If, after notice, the owner or keeper of said female animal in estrus does not remedy such nuisance then such failure to comply will constitute a violation under these Rules.
10. No person shall own, keep, possess or harbor a vicious dog within the mobile home park. For the purposes of this section, a vicious dog is hereby defined and declared to be a dog that without provocation bites or attacks human beings or other animals anywhere in the community or, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack anywhere in the community. The keeping of a vicious dog within the community is a violation of these Rules and the Park Management will require the removal of the vicious dog from the community.

If any animal, provoked or unprovoked, bites any person within the community this will constitute grounds for immediate removal of the animal from the community.

Certain breeds of dogs are restricted from the community and are not allowed to be kept in the mobile home park or registered with the Park. These breeds include, but are not be limited to, German Shepherds, Dobermans, Pit Bulls, Wolf

Hybrids and Rottweilers. The Park may add other breeds or types of dogs to this list of prohibited dogs at any time.

11. A Resident or any person acting with the authority of the Resident having possession, custody or control of any animal shall be responsible for the removal of any excreta deposited by any such animal upon any property (including the Resident's mobile home lot), within or adjoining the mobile home park. For the purpose of this section, "proper removal" is defined as picking up the excreta and depositing it in the assigned trash containers on the Resident's property. All pet owners walking their pet shall carry a bag and other means to remove the excreta, and when the pet deposits any excreta, the owner shall place the excreta in a bag and carry the bag until the owner has properly disposed of it in an assigned trash container.
12. Any Resident accused of violating any provision of these Rules with regard to Pets shall have a right to meet in person with the Park Management for a hearing on the violation and to discuss such offense and at the time of the hearing a ruling will be made with respect to what, if any, action is deemed necessary. A Resident will be allowed one before a pet may be required to be removed from the community. At such time as the second violation has occurred however, the Resident will have thirty (30) days to remove the pet from the community. Failure of the Resident to comply will constitute an event of default under the Lease and Park Management reserves the right to commence eviction proceedings in the event of such default. Notwithstanding the foregoing right to a hearing, in the event the Park Management has determined that the Resident has violated the provisions of Paragraph 10 above with regard to Pets, then the Park has the right to take immediate action to remove the offending animal from the Community.

RESALE:

1. Mobile home sites are non-transferable. Mobile homes may **NOT** be rented or sublet by tenants. All homes shall be owner occupied by the record title owner of the home. "For Sale" signs are permitted on the inside of the front or side window and shall NOT exceed 18" x 24." No signs of any kind shall be erected on the homesite or the exterior of the home. Any sign not in conformance with this section will be removed by the Park Management without notice.
2. Homes must be removed from the mobile home park at the time of sale unless the purchaser of the mobile home being sold has previously applied with the Park to be accepted as a Resident, has been accepted by the Park, and has paid all applicable fees and deposits and provides proof of ownership of the mobile home that is to remain on the mobile home space in the community and except as otherwise may be provided in the Lease. Any violations of rules, codes or ordinances must be corrected prior to the occupancy of a mobile home space by a new Resident. Any delinquent rents or other delinquent fees or charges must be paid current prior to occupancy by new tenant.

Your signature below acknowledges that you have read and that you agree to the above set forth Aspen-Basalt Mobile Home Park Rules and Regulations.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ THE ASPEN BASALT MOBILE HOME PARK RULES AND REGULATIONS.

Resident:

Resident:

Signature of Resident (date)

Signature of Resident (date)

Printed Name of Resident

Printed Name of Resident