

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.

### **MOBILE HOME PARK RULES**

1. **PURPOSE OF RULES AND REGULATIONS.** These rules and regulations (the “Park Rules”) are designed to allow our Tenants to live in a peaceful, clean, attractive, and safe community within the Mobile Home Park (the “Park”). All Tenants, including Sublessees, (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 reasonable and proper notice to Tenant.

2. **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 the Tenant hotline 1-888-850-1821, submit a report via email at the Tenant website <http://kth.managebuilding.com> or write to PO Box 976 Carbondale, CO 81623 with any information.

3. **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 1-888-850-1821. The line is monitored regularly and Tenants will receive a response based on urgency and the nature of the request. For non-urgent matters, Tenants may also submit requests via web form or email at the Tenant website <http://kth.managebuilding.com>. Calls, texts or emails to any other numbers or people, including Landlord and local or on-site Managers will NOT receive a response. All initial requests must go through this phone number or the email/internet 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.

4. **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. The premises shall not be used in any manner that would violate any local, state, or federal statute or ordinance. 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.

5. **UNAUTHORIZED OCCUPANTS, SUBLEASING, AND SALE OF MOBILE HOMES.** All occupants over the age of eighteen (18) must complete a rental application and be approved prior to occupancy. 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. Lot Rental Agreements are not assignable, and Tenant may not rent out rooms within a mobile home or sublet the Lot without the express written consent of Landlord. If an owner of a mobile home in the Park wants to sell the mobile home, and the buyer wishes to keep the mobile home in the Park, it is mandatory that Landlord approve the Buyer as a Tenant in the Park prior to any sale. Guests staying over 10 consecutive days or more than 10 non-consecutive days in any month must submit a rental application and be approved by Landlord. SEE YOUR LEASE FOR IMPORTANT ADDITIONAL INFORMATION CONCERNING UNAUTHORIZED OCCUPANTS, SUBLEASING, AND SELLING YOUR MOBILE HOME.

6. **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 registered, and shall be in good operating condition. Inoperable, unlicensed, or unregistered vehicles will be removed from the Park at Tenant's expense. If parked on the street, vehicles must be parked within the width of the Lot. 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.

7. **PETS.** 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. All pets shall be spayed/neutered, and vaccinated and licensed as required by local law. Pets shall not be permitted to roam within the Park, and shall be under the control of a responsible adult at all times. Tenant shall clean up any and all feces on a regular basis. Excessive barking or aggressive behavior by pets will not be tolerated, and may result in the disapproval of an approved pet. Landlord reserves the right to limit the size of dogs and/or to prohibit certain breeds of dogs. Animals which are kept in violation of Park Rules are subject to removal by Landlord (or Manager) without notice to Tenant.

8. **UTILITIES.** Tenant shall be responsible for the initial installation, maintenance, and repair of electric and gas lines running between the electric and gas meter for the Lot and Tenant's mobile home. Tenant shall be responsible for any loss or damage to Tenant or any third party that results from the condition of such utility lines between the electric and/or gas meter for the Lot and Tenant's mobile home. Tenant shall also be responsible for initial installation, maintenance, and repair of above-ground water and sewer lines into and out of Tenant's mobile home. Landlord shall be responsible for installation, maintenance, and repair of underground water and sewer lines serving the mobile home, provided, however, that Tenant shall be responsible for the costs of any repair caused by Tenant's negligence. Tenant shall be responsible for any loss or damage to Tenant or any third party which results from the condition of such water and/or sewer lines, including without limitation, any damage caused by freezing, any damage caused by the mobile home remaining vacant, and/or introduction of objects or matter into the sewer system. Landlord shall be responsible for charges for water and sewer serving the mobile home, except in the case of excess charges resulting from Tenant's negligence, which shall be Tenant's responsibility. Landlord shall also be responsible for charges for trash pickup at the dumpster; 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.

9. **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, unless such loss or damage is caused by the gross negligence or willful or intentional misconduct of Landlord.

10. **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 and ordinances, 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.

11. **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.

12. **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 immediate eviction. Outside fires (except within a fully contained and operational grill or barbeque) and trash burning are strictly prohibited.

13. **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.

14. **TENANT'S MAINTENANCE OF MOBILE HOME.** 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 this 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 premises neat and clean and the yard landscaped, mowed and irrigated. Tenant shall take all measures to prevent damage to the Lot, Tenant's mobile home, the other Lots and mobile homes within the Park, and the common areas within the Park, from damage caused by the acts or omissions of Tenant or Tenant's guests or invitees. Tenant shall immediately repair any problem caused by the acts or omissions of Tenant, or Tenant's guests or invitees at Tenant's sole expense. Any repairs or other work done by Landlord due to Tenant negligence or failure to maintain the Lot as required by the Lease and these Rules, shall be billed to Tenant at market contractor rates plus Landlord or Manager's time, which shall be billed at \$100 per hour.

15. **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.

16. **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.

17. **LOSS OF WATER.** Loss of water service in the winter is most likely caused by a frozen line into the mobile home. If water service is interrupted, Tenant should inspect the heat tape on the water line to ensure it is working. If Tenant is unable to restore water, Tenant shall be responsible for calling a plumber, and any needed repairs shall be at Tenant's expense.

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. Landlord is responsible for keeping the Park's sewer lines clean. 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. If these items are discovered during the clearing of a drain line the Tenant will pay all costs required to open their drains.

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 or sewer, and any electrical connections for outbuildings must be by a single plug to the home or meter. 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, which include but are not limited to 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. In determining whether to grant Tenant's request for alterations or improvements, Landlord shall consider, among other things, the impact on views of adjacent Tenants. 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.

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 Tenant's Lot and walkways.

24. **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.

25. **RIVER ACCESS**. The Park is located on a river 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, the riverside, or the river.

26. **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.

27. **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. All costs relating to removal, storage or disposal shall be Tenant's responsibility as additional rent. The mobile home and other personal property shall be deemed abandoned if Tenant has failed to contact Landlord for a period of thirty (30) days, Landlord reasonably believes that Tenant has abandoned the Lot, and Landlord is without actual knowledge of any facts or evidence indicating Tenant does not intend to abandon the mobile home. 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.

28. **LEASE PROVISIONS.** 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. In the case of any apparent conflict between the Lease and the Park Rules, the most recent Park Rules shall control.