

# Rules and Regulations

Addendum to Lea Lane Park  
Mobile Home Lot Lease Agreement

These are the Rules and Regulations concerning the use and occupancy of the premises commonly known as Lea Lane Park mobile home park (hereinafter referred to as "Park") located at Lea Lane, Westcliffe, Colorado.

The intent and purpose of these rules and regulations, according to C.R.S. §38-12-214 of the Colorado Mobile Home Park Act, section (1a), "is to promote the convenience, safety, and welfare of the residents, protect and preserve the premises from abusive use, and to make a fair distribution of services and facilities

These Rules and Regulations are made effective as of the first (1<sup>st</sup>) day of August 2015, and are subject to all terms and conditions of and are attached to and form a part of the Mobile Home Lot Lease Agreement (hereinafter referred to as "Agreement") for Lot # 28 (hereinafter referred to as "Lot") by and between the Park and

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(hereinafter and collectively referred to as "Tenant").

1. Mobile Homes: Tenants must have on file with the Management a signed current Mobile Home Lot Lease Agreement, a signed copy of the Rules and Regulations Appendix A, and proof of home ownership along with a current insurance certificate. All mobile homes must have axels and tires or be subject to an additional deposit. A Tenant moving their mobile home into, out of, or within the Park must utilize a licensed and bonded mover who is experienced and equipped to correctly move and place the home on a lot. Tenant must provide Management with at least three (3) business days notice that home is being moved from its lot.
2. Mobile Home Maintenance: Tenant shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, within the mobile home and on the Lot. Tenant shall keep mobile home's exterior in good repair including all windows, porches, stairs and keep the mobile home attractively painted. Mobile home tongues must be removed, if possible, or enclosed with approved skirting material. If any portion of the exterior of the mobile home or its accessory equipment, structures, or appliances, or the space is damaged, the damage must be repaired within three (3) weeks. This obligation includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch, windows, or storage shed if any. Garages, carports and attached storage structures are not permitted unless approved in writing by the Park Management. At the discretion of the Park Management, if any structures have become unsafe or have not been properly

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may be directed to remove the structure or be in violation of this Rental Agreement. Management reserves the right to insist on repairs and maintenance to level satisfactory to Management in its sole discretion. The Tenant will not be given credit for repairs made to the mobile home or Lot without prior written permission from the Landlord.

3. Maintenance of Lot: Tenant shall inform the Landlord, within a reasonable time not to exceed twenty-four (24) hours, of any conditions, whether caused by the Tenant or due to normal use of the mobile home and Lot, which should be corrected in order to preserve the condition of the mobile home and Lot.
4. Skirting and Fencing: All units are required to have proper weather-tight skirting which must be approved by Management. Management must be consulted before the installation of a fence. Approval of building materials and help in locating underground lines is mandatory. Residents will be held responsible for any damages to the underground lines due to unauthorized digging. Skirting and fencing must be kept in "A-1" condition which includes frequent painting and prompt repairs.
5. Sale of Home: The Mobile Home Lot Lease Agreement is non-transferable. Management must be notified of Tenant's intent to sell their home by providing Management with at least 30 days written notice of homeowner's intent to sell. Tenant may contact Management and request that the home remain in the Park. Home and lot must be clean, in good repair and meet the then current standards for acceptance of homes moving into the Park. The evaluation of the home's condition shall be at the sole discretion of the Manager. Additionally, the purchaser of the mobile home must submit an application and be approved as a Tenant in accordance with the standards currently being applied to new Tenants. Failure to comply is cause for termination of tenancy and removal of the mobile home.
6. Insurance: It is the Tenant's responsibility to carry insurance covering liability, and all other perils for personal property, including homeowner's insurance for the home. Management shall not be responsible for accidents, injuries, damages or loss of property by fire, theft, wind, floods, and act of God or actions of any Tenant, child, visitor, or trespasser. Tenant must have on file with Management a signed current Mobile Home Lot Lease Agreement
7. Pets: No animals shall be permanently or temporarily maintained on or about the Lot without prior written permission (in the form of a Pet Agreement) from the Landlord. Residents are permitted one dog and one cat per household. Additional pets, if approved, will incur a \$25 fee per month. The granted permission to keep a pet is a privilege given only to responsible pet owners, and may be revoked at the discretion of the Park Management. If your pet becomes a nuisance to others (i.e., let to run loose, dog barking, cats allowed to stray to neighbors' yard, etc.), or is deemed unruly or dangerous to the general public, you

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sued a written notice of violation of the Pet Agreement. Upon the issuance of the third notice, Management will have the right to have the pet removed from the Park by the proper animal control authorities. If a pet bites or causes bodily harm to any Tenant or guest the Park Management may require the immediate and permanent removal of the pet from the Park. Resident will not be allowed to replace any pet removed after such an action.

8. Trash Disposal: Trash, garbage, sweepings, litter or other such refuse shall be placed in plastic bags and deposited in the trash bin provided by Landlord for that purpose. No trash, garbage, sweepings, litter or other such refuse from outside the Park shall be deposited in the trash bin provided by Landlord without the prior written consent of Landlord. No large items, furniture, beds, TVs, monitors, tires or any other restricted items shall be placed in the trash bin without the prior written consent of Landlord.
9. Water Usage: Water shall not be left running in bathroom, kitchen or elsewhere about the mobile home and Lot. All leaks shall be promptly reported to Landlord and the Tenant shall promptly have repairs completed on leaks within the mobile home and to the point at which the water line surfaces from under the ground under Tenant's mobile home. Tenant shall not use bathtubs, neither basin nor kitchen sink for laundry purposes. Damage to the plumbing and/or plumbing equipment resulting from any abnormal use of it shall be repaired at the expense of the Tenant. City water is provided to the Tenant by the Landlord for inside domestic indoor use only. Outside use of the city water by the Tenant is only by written permission from the Landlord.
10. Sewer Usage: Toilets, sinks and wash-basins are to be used only for the purpose for which they are intended, and no dirt, rubbish, litter, coffee grounds, tea leaves, egg shells, grease, oils or any other such garbage are to be put into same.
11. Exterior Hanging of Articles: At no time shall any washing, rugs, clothing, apparel or any other article be hung out of the windows or on decks, porches or fences. An attractive and appropriate clothesline may be installed with the prior written permission of the Landlord.
12. Odors: No offensive odors shall be produced or permitted in the mobile home and/or on the Lot.
13. Consideration of Others: The Tenant shall not commit or permit any act that will unreasonably interfere with the right, comfort or convenience of others. The Tenant shall keep the volume of any radio, TV, stereo or other similar items sufficiently reduced at all times so as not to disturb others. The Tenant shall conduct himself/herself and require other persons on the premises with Tenant's consent to

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themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their homes and lots.

14. Visitors: Each Tenant will be held responsible for the conduct of their guests and are responsible for any damages or disturbances caused by their guests.
15. Vehicles: Tenant shall not have more than two (2) vehicles located on their Lot. Only registered vehicles shall be allowed within the Park. Vehicles without valid current license plates or inoperable vehicles must be removed by the Tenant or they will be subject to fines and immediate towing. Vehicles parked in vacant areas or along Park fence lines are subject to immediate towing WITHOUT NOTICE. No excessively noisy vehicles will be tolerated within the Park. This includes loud motors, exhaust pipes and car stereos.
16. Unauthorized Vehicles: Campers, RV's, boats, all types of trailers, trucks (other than the average pickup truck), construction and farm equipment shall not be stored, parked, or kept on any Lot or within Park premises.
17. Repair of Vehicles: Tenants are not allowed to work on vehicles located on the Lot or in the common parking area. The Tenant shall keep their Lot free and clean of any vehicle fluids, such as gasoline, motor oils, etc.
18. Disabled Vehicles: Disabled vehicles shall not be left in the Park for longer than twenty- four (24) hours without prior written approval from Landlord. Disabled vehicles may, after having one twenty-four (24) hour written warning placed on the vehicle, be towed from the Park at the vehicle owner's expense.
19. Vehicle Storage: Trucks (except for pick-ups three quarter ton or less and passenger size vans) boats, trailers, campers or motorcycles shall not be parked or stored in the Park without the prior written consent of the Landlord.
20. Driving And Parking At Own Risk: The use of any parking area or driveway shall be at the user's own risk.
21. Storage Sheds: No additional storage sheds may be placed in the Park without the prior written consent of the Landlord. All storage sheds placed in the Park become the property of the Park.
22. Outdoor Grills: Outdoor grills may not be used on porches or inside the mobile home. When not in use grills will be stored out of view from the front of the Lot.
23. Pest Control: The Tenant shall provide pest control for the mobile home and Lot. The Tenant shall promptly exterminate or cause to be exterminated any insects, rodents, or other pests in the mobile home or on the Lot.

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24. Fences: A fence may be placed on the Lot with the prior written consent of the Landlord. Any fence installed on a Lot becomes the property of the Park. Nothing shall be nailed or otherwise attached to the Park fence bordering Chloride Gulch.
25. Trees & Shrubs: The Tenant shall not contribute to the disfigurement of Park trees, shrubs or other such landscaping. All trees and shrubs planted by Tenant become the property of the Park.
26. Ice & Snow Removal: The Tenant shall keep driveways and walkways on the Lot clear of ice and snow.
27. Driveways & Sidewalks: The Tenant shall keep all driveways and sidewalks free and clear of all belongings, and shall use the same for no other purpose than ingress to and egress from Tenant's Lot.
28. The Park reserves the right to add to, remove or make changes to these rules and regulations as deemed necessary, provided that the requirements of applicable law (including, without limitation, C.R.S. §38-12-203(1)(c) and §38-12-214) are satisfied.

The Tenant understands and agrees to abide by these rules and regulations set forth herein or as from time to time may be amended or added to by the Landlord in compliance with applicable law.

Landlord:

By: \_\_\_\_\_ Date \_\_\_\_\_

Tenant

By: \_\_\_\_\_ Date \_\_\_\_\_

Tenant

By: \_\_\_\_\_ Date \_\_\_\_\_