

MIDLANDS VILLAGE

435 32 Road # 500
Clifton, CO 81520
Telephone: 970-434-8193

RULES AND REGULATIONS

THESE RULES AND REGULATIONS are in force and effect to provide each Resident and Occupant with a set of minimum standards of responsibility, conduct and respect for the Community and its property and for other Residents of the Community. They are an integral part of the Lease Agreement between the parties, but are valid whether or not a Lease Agreement is executed, and whether or not Resident signs this document.

1. **DEFINITIONS.**

A. **Community.**

Community means the MIDLANDS VILLAGE, a family, all-age community.

B. **Landlord.**

Landlord means the owner(s) of Community or its agents or representatives authorized to act on its behalf, which includes the Management Company and the Community Manager. In these Rules and Regulations, the words "we", "our" and "us" refer to the Landlord.

C. **Resident.**

Resident means a Tenant who lawfully occupies the Premises in the Community under a fully executed Lease Agreement. In these Rules and Regulations, the words "you" and "your" refer to the Resident.

D. **Premises.**

Premises means the property leased in your rental agreement. You understand that the Premises do not have any fixed boundaries, lot lines or square footage and that the actual size and dimensions of the Premises may vary from time to time (it may be reduced or enlarged without adjustment in Rent), during the Lease term or any extensions of the Lease, in our sole discretion. You agree to abide by those boundaries and lot lines which are established by us from time to time during the Term and agree that we may relocate any of your improvements on the Premises which are not within legal setbacks after relocation of the boundaries, at our expense.

E. **Occupant.**

Occupant means any person, other than you, approved to reside at the Premises whose name and information are provided on the last page of the Lease, or whose name is later added to the Lease in a writing signed by us, in our sole discretion.

F. **Guest.**

Guest means any person who satisfies the requirements at paragraph 4.

2. **APPLICATION PROCEDURES.**

Prior to being accepted as a Resident, anyone intending to reside in the Community must deliver a fully completed Rental Application. At the Landlord's request, this application can be submitted either online or by providing a copy to the manager. The Rental Application must be satisfactory to and approved by us in our sole discretion. A rental application policy with procedures will be provided to every prospective resident.

3. **NOT A SECURITY COMMUNITY.**

You acknowledge that the Community is not a "security" Community. You agree that we have not made any representations or warranties to you that the Community is secure from theft or other criminal acts. The fact that we conduct criminal background or other investigations at the time of Rental Application or thereafter does not establish an obligation or duty on our part to do so. We have no duty to keep the Community free from persons with a criminal history including, without limitation, sex offenders. If from time to time we provide any security services, those services are only for the protection of our property and will not constitute our assumption of a duty to provide security for you. You acknowledge that we do not provide, and we have no duty to provide security services for your protection, for the protection of your property or for the protection of your Occupants and Guests. You assume all responsibility to protect your home, person, Occupants, Guests and property from injury, theft or other criminal acts that may be perpetrated by any resident or Occupant of the Community (including guests of other Residents), or other persons. You are responsible for controlling the structure and appearance of the home and any accessory structure. You will be responsible for individuals that reside in the home and represent that you and any guest or occupant will conduct lawful activities in the home.

4. **USE OF THE PREMISES.**

A. **Number of Occupants.** The number of persons residing on the premises shall not exceed two (2) persons per bedroom plus one (1), including any guest who stays longer than 14 days in any thirty (30) day period, unless local, county, state or federal law or ordinances are more restrictive, in which case the most restrictive rule shall apply. This limitation is strictly necessary to ensure safe habitation and occupancy requirements in the home. In the event that federal, state or local regulations permit a greater occupancy capacity, the federal, state or local regulations will control.

B. **Guests.** You may have Guests at the Premises on the following terms: (i) so long as the total number of Occupants, including the Guest(s), does not violate the terms of Paragraph 4.A. above; (ii) so long as any Guest who will visit the Premises in excess of 14 days in any sixty (60) day period is registered as a Guest at the Community Office on or before the first day of his/her visit; and

(iii) so long as the Guest is not a felon, a fugitive, a parolee or a former Resident or Occupant of the Community who has been evicted

from the Community. You agree that you will be responsible for the actions of all Guests. A violation of these Rules and Regulations or of the terms of your Lease by any Guest constitutes a breach by you. Limitations on guests ensure that the Community is aware of all individuals on the property and protects other residents from unauthorized individuals on the property.

C. **Business Limitations.** You agree to use the Premises solely and exclusively as your residence. Any other use, including, but not limited to use of the Premises for business or commercial purposes is a violation of these Rules and Regulations. However, the Premises may be used for certain in-home businesses such as Avon, Amway, etc. but customers shall not come into the Community to pick up products or to conduct business. You may only conduct an in-home business if prior written approval is received from us, and only if you have obtained all appropriate licenses for the operation of the business. Placing any sign, poster or other placard anywhere on the Premises that advertises any business, whether or not conduct of the business has been approved by us, is strictly prohibited. This limitation does not preclude working from home via electronic means.

D. **No Subletting.** You must be, at all times, the registered owner of the Manufactured Home. Subletting the Premises is strictly prohibited, and any subletting shall be null and void and a material violation of these Rules and Regulations. The term "sub-lease" includes renting the Manufactured Home, or any portion thereof, a lease with an option to purchase, or any other arrangement whereby you transfer any interest in either the Premises or the Manufactured Home. Any attempted assignment of the Lease is void and of no force or effect, assignment of the Lease is strictly prohibited, and a material violation of these Rules and Regulations.

E. **No Illegal Use of Firearms.** You shall not make or permit any use of the Premises which violates any federal, state or local law, rule, ordinance or regulation or which violates, suspends or voids any policy or policies of insurance we may have. Firearms, munitions and ammunition shall not be discharged, exhibited, carried, kept or in any other way used in or at the Premises or the Community in violation of any federal, state or local law, rule, ordinance or regulation. The use of fireworks within the Community is prohibited.

F. **No Fires.** You shall not make or permit any improper outdoor fires on the Premises. This includes, but is not limited to, bonfires, camp fires, fireworks, or any unauthorized incineration of any kind on the premises. Covered fire pits are permitted with Management approval, which may be withheld in their sole and absolute discretion.

G. **No Meat Processing.** You shall not make or permit the hanging of meats gathered from hunting, or otherwise, on the premises. The hanging or dressing of meats invites health hazards and must be prohibited to protect health and safety, as allowable by law.

H. **No Infestation.** You shall not permit or intentionally allow infestation of vermin, rodents, insects, feral cats or other invasive creatures on the Premises or spread to your Neighbor's premises or any common areas.

5. **MAINTENANCE THE PREMISES.**

A. **Lot Improvements.** You acknowledge that you have been given the opportunity to inspect, using professionals of your choosing, the Premises prior to execution of the Lease and these Community Rules and Regulations. The Premises include, without limitation, trees, shrubs, plants, lawn and other ground cover and landscaping, fixtures, lines, utility connections, driveways and walks (collectively, the "**Improvements**"). You agree that on the date of your Lease ("**Commencement Date**") the Premises and the Improvements, are complete, fully functional, satisfactory and, where applicable, in a healthy growing condition.

B. **Lot Condition and Maintenance.** You agree to maintain the Premises, in an operative, clean, attractive and well-kept condition. You agree to prevent waste to the Premises and Improvements by maintaining them in a healthy, attractive, operative, clean and well-kept condition at a reasonable expense as allowable by law. The Community will maintain all trees and limbs. You must submit plans for any construction, repair, landscaping, exterior painting, or other work to us for prior written approval. If a permit is required by federal, state or local law, a copy of the signed permit must be submitted to us with all plans and, after completion of the work, a copy of the signed government approval notice must be given to us. All construction, repair, and maintenance, once approved, shall be conducted so that it does not unreasonably disturb or endanger other Residents of the Community, or our property. You agree to indemnify, defend and hold us, the Landlord and the Community harmless of and from any and ALL liability (including attorney fees and costs) resulting from your actions or inaction in doing work or having work done at the Premises.

You agree, to repair and/or replace Improvements which you, your licensees or invitees damage or destroy or which deteriorate or die due to your lack of care (collectively, "**Resident's Work**") at your sole cost and expense. If any Resident's Work is not professionally completed after five (5) days' prior notice from us to you of your need to do so we may conduct the Resident's Work and charge you a reasonable amount for the services, equipment, labor and/or materials utilized and/or incorporated in the project. After five (5) days from the date of the notice, Owner, or its contractors, will provide resident with a second notice that Owner shall have the right to enter upon the Home and Premises and perform the required Home and/or Premises maintenance within seventy-two (72) hours. You will be charged for this maintenance as provided in this Lease and/or Community Rules and Regulations. The charge will be billed at a reasonable rate per hour for every hour after to cure non-compliance, as allowable by law. The charge for this maintenance will be treated as Additional Rent which You must pay on demand. Our right to maintain, repair and/or replace Improvements when you fail to do so includes the right to install reasonable alternative Improvements in substitution for the original, in our sole discretion. Any service, equipment, labor and/or material charges incurred by us in conduct of Resident's Work (including those incurred for alternative Improvements) will be billed to you as additional Rent, due and payable as Rent. Notwithstanding the foregoing, we have no duty to complete any Resident's Work.

You agree to care for and control the growth of all landscaping in or around the Premises to, among other reasons, ensure that it does not present a risk of harm to persons or property. You agree to keep and maintain the grass and garden areas on the Premises in a good, neat and well maintained condition during the term of your Lease. This includes watering, keeping the Premises free from garbage, debris and weeds, weekly mowing and trimming of the grass and other ground cover (collectively, the "**Landscape Work**"). If you fail to conduct the Landscape Work on or before Tuesday of each week, you agree that we may enter the Premises to water, mow, trim, weed and perform general property upkeep and maintenance, after providing you notice and a reasonable time to cure, and after providing an estimate of the cost if the Landlord cures (when an estimate is reasonably available), but only if the potential for a charge is permitted by the rental agreement. All expenses incurred by Landlord will be charged to Resident. A reasonable time to cure shall be considered five (5) days. After five (5) days from the date of the notice, Landlord, or its contractors, will provide Resident with a second notice that Landlord shall have the right to enter upon the Home and Premises and perform the required Landscape Work within seventy-two (72) hours.

C. **Restrict Improvements To Premises.** You agree not to permit wood chips, bark, rocks or pebbles, etc. used as part of the landscaping to spread into or on the street, any sidewalk, driveway or adjacent space(s). Containing loose items protects the safety and welfare of other residents.

D. **Approval of Improvements.** All landscape improvements must have our prior written approval. Small vegetable gardens are permissible in the rear of your lot where they will be least visible from any street. In no case shall your vegetables and plants infringe on neighboring spaces. The Community prohibits the use of any un-sterilized manure. At the end of every growing season, your garden area must be cleaned and thereafter maintained in a weed-free condition.

E. **No Excavation.** You agree not to dig or excavate in the Community or on the Premises except with our prior written consent. Even if we give our approval, you are liable and responsible for any resulting damage including, without limitation, damage caused to our property, that of other Residents, any Guests or Occupants, and any utility or other line or pipe.

F. **Utilities.** Lessee shall pay directly to the individual providers (or, if there is a master meter whereby the Lessor provides billings to the Lessee, then Lessee shall pay to Lessor as Additional Rent) all utilities, related deposits, and any charges, fees, or other services on utility bills billed to the Lessee. Landlord reserves the right to change methodology for utility billing as allowable by law. Water and sewer rates shall in all cases be calculated, and additional service and other charges shall be assessed in compliance with the laws of the State of Colorado. In addition, you agree to pay any other and further fees and charges now or hereafter assessed by any governmental or quasi-governmental entity affecting the Premises or the Community ("**Governmental Fees**"). Governmental Fees assessed without reference to a specific rental space within the Community shall, as permitted by law, be apportioned among all residents and billed to you pro rata. The Services Fee, Governmental Fees, and all utility charges shall be paid with and as Rent on the first day of each month after taking possession of the Premises and constitute additional Rent. If you dispute water/sewer usage, upon written demand to us we will have the water meter at the Premises tested by a licensed plumber of our choosing. If the test reveals no error in the meter which disfavors you, you agree to reimburse us for all costs incurred in the testing process, which shall be billed to you as additional Rent. An invoice from the plumber who performs the inspection shall be conclusive evidence of the amount to be reimbursed by you. You will be solely responsible for arranging and paying for gas, electric, and other utility services to the Premises.

G. **Utility Access and Care.** Utility pedestals (meter and utility hook-ups, including water and sewer service locations) must be accessible at all times and must be clear of all shrubbery and debris in order to permit lawful utility maintenance and billing. You must remove anything which impedes access to the utility pedestals within 72 hours after written notice from us, or we will have the right to enter upon the Premises to do so at your risk and expense. You acknowledge that water meters and lines are subject to damage by freezing if proper precautions are not taken by you including, but not limited to, repairing, maintaining, and plugging in heat tape and "dipsticks" where applicable. Water, sewer, gas, electric and telephone lines (collectively, "**Utility Lines**"), are available at the Premises for hook up to the utility lines on your Manufactured Home ("**Home Lines**"). The Utility Lines are below ground with access at ground level. The Home Lines run underground and between the Manufactured Home and the utility pedestal. All lines running to the Manufactured Home from Utility Lines are Home Lines and belong to and are your responsibility. You assume sole responsibility to ensure that all connections to the Utility Lines are properly and professionally installed and, where required, inspected by the governmental authority with jurisdiction or, if none, by a professional of your choosing. You affirm that none of these connections will be or have been made by us, our employees, agents, contractors or representatives. You agree that we are not liable or responsible for, and you waive, release and discharge us, the Landlord and the Community of and from any and all claims for damage or injury to persons or property resulting from or arising out of any faulty or negligent connection of the Home Lines to the Utility Lines, and/or resulting from or arising out of any leaks, breaks or blockage of or in the Home Lines.

i. **Tampering with Water Charges.** You may not turn off the water to your home, any part of your home, or any structure in the Park. You must contact the Park immediately to have the water turned off to your home. By you turning the water off to your home you are tampering with the water charges in violation of the Lease. You will be liable for any line loss cost due to your tampering. You are responsible, at your sole cost and expense, for maintaining operable heat tape from the Mobile Home to the meter. You are responsible for all damage to the utility meters, the Community's pipes and the riser on the Premises caused by your negligent or other acts, or your failure to act. Also, you are responsible for damage to or blockage of the sewer line and for any injury or damages to persons or property caused by your negligence, including, but not limited to, all damage or blockage caused by your introduction of improper materials into the sewer system. You agree that you will not put grease, rags, baggies, feminine hygiene materials and other foreign objects into the sewer system. We are not responsible for the backup of sewage caused by your introduction of foreign objects into the system or caused by their introduction by any other Resident or person whatsoever. Notwithstanding the foregoing, the Community is responsible for all sewer line repairs from the street to the meter or any property owned by the landlord and will be responsible for blockages not caused by any Resident.

ii. Water is not to be wasted, inside or outside the homesite, under any circumstances. Do not over water lawns or other space plantings. Leaks originating from your property or home must be immediately addressed and repaired. Repeated wasting of water will constitute a violation of these Rules and Regulations. Conservation of water is strictly necessary to preserve resources and make a fair distribution of services. Those Lessees that occupy Home Sites with even numbered lot designations shall only water their lawns, landscaping, trees, and shrubs on even numbered dates on the calendar (by way of example, the 2nd day of each month). Those Lessees that occupy Home Sites with odd numbered lot designations shall only water their lawns, landscaping, trees, and shrubs on odd numbered dates on the calendar (by way of example, the 1st day of each month). The Lessees recognize that violations of the alternating watering schedule will be considered material violations of the rules and regulations of the Community which endanger the Community, and may result in penalties, including potential lease termination. Lawns are to be fertilized by Lessee with a chemical or organic fertilizer. Weed killer must be applied during the Spring or Fall season. If Lessee chooses to use underground sprinkler system, Lessee agrees to maintain system, i.e., cleaning filters, adjusting and replacing heads. Lessee may hire Lessor to care for lawn at a monthly rate, if space is available, and appropriate paperwork is completed.

H. **Storage.** As allowable by law, storage of furniture outside of the Mobile Home is prohibited. Temporarily locating properly maintained outside patio furniture on the Premises for seasonal use is permitted. Storage of tools, lumber, appliances, toys, other personal property, etc. is not allowed outside the home. Retractable-type clotheslines are the only clotheslines approved in the Community and must be mounted at the rear of your home or in your backyard, must be retracted when not in use, and all clothes hung to dry must be removed in a timely fashion.

I. **Move-In/Move-out.** You must give us at least thirty (30) days' prior written notice of move-out or move-in of the Premises in all cases. Notwithstanding notice to us, you must satisfy all of the requirements of your Lease before you are entitled to return of the Security Deposit, if any. Hitches must be removed from the manufactured home within thirty (30) days of move-in.

J. **No Work On Community's Facilities.** You will not tamper with or conduct work upon any of the utility or other systems in the Community, and the cost of repairing any damage or remedying any injury resulting from your doing so will be charged to you as additional Rent (including any costs, attorney fees and expenses incurred by us). You shall not tamper with any common area facilities, including but not limited to, tampering of mailboxes and dumpsters. Violation of this section shall be a material breach of your Lease and these Rules. We will not be liable for injury or damage arising out of your violation of this section including, without limitation, injury to other residents or their property.

K. **Hazardous Substances and Notice.** You agree that you will not bring any hazardous substances into the Community, or onto the Premises. Storage of any hazardous materials or waste, or materials which are explosive or otherwise dangerous in, at, or about Premises or the Community is prohibited. You agree to give us immediate written notice of the release of any hazardous substance, which includes, but is not limited to any substance or waste which is, or in sufficient quantities or concentrations may be, harmful to human health, or the environment due to flammability, toxicity, reactivity, or corrosiveness, or the release of which violates any federal, state or local statute, ordinance, rule or regulation. By way of example, but not limitation, storage of any automobile, motorcycle or recreational vehicle battery other than in and while attached to an operable vehicle, is strictly prohibited.

L. **Unauthorized Structures.** As allowable by law, no structures shall be erected on the Premises without our prior written consent. Unauthorized structures, including fences, sheds, trampolines, playground equipment, slacklines, garages, room additions, enclosures and awnings must be removed by you at your own expense upon our demand. To be approved, structures must conform to these Rules and Regulations, local building codes, and other applicable law. If you fail to remove an unapproved structure upon our demand, pursuant to Section 5, Paragraph b of these Rules and Regulations, you grant us the right to enter the Premises and remove and dispose of the structure at your expense, and to assess all costs and expenses incurred as additional Rent. Any additions to the site not specifically covered by these standards shall be submitted to us for written approval prior to the work being done and a copy of all signed and approved building permits required by the local government shall be provided to us at the time of submission for our approval. In all such cases, we may withhold our approval in our sole discretion. Sheds may be constructed on the premises after approval in writing in advance by management. There is a limit of one (1) shed per homesite. Constructed sheds will be owned by the Resident and the Resident shall have the responsibility to maintain these structures, as allowable by law. Tents are not allowed to be setup on lot space. All utility sheds, and other accessory structures, are presumed to be owned by the Community and not the Resident unless the Resident has obtained written permission from the Community in advance of constructing the accessory structure and such written permission confirms the Community does not claim an ownership interest in the accessory structure.

M. **Skirting.** Mobile Home skirting must be presentable and in good condition. The addition of skirting must be approved by Management in our sole discretion. Skirting must conform with all applicable law and standards. Resident must install skirting on the manufactured home within thirty (30) days following the setup of the manufactured home on the home site, which skirting must meet Management's reasonable approval. For homes on blocked foundations and before occupancy of the home, Lessee agrees to install a molded, vinyl skirting around the entire exterior surface of the home. Only prefabricated skirting will be approved. Skirting on all existing homes must be constructed of white or tan vinyl skirting at a reasonable expense and colored to match or complement the home. All skirting must be maintained in good repair and in a safe and attractive condition.

N. **Decks and Porches.** For homes on blocked foundations and before occupancy of the home, Lessee agrees to install custom steps to the front door of the home, with an 8'x16', front porch. The homesite must have a rear step with a 4' x 4' landing. Lessor reserves the right to approve or reject the type of material used and the quality of construction. All steps and porches must be approved by Lessor before installation. Porches, steps and decks must be maintained in a safe and attractive manner. Netting, fencing or other material around the handrail of the porch is not permitted. Lessor reserves the right to approve an economy porch package for homes on an individual basis.

O. **Trash.** Dumping trash, except in specifically designated areas, is strictly prohibited. No dumping of large items or furniture in Community dumpsters. No material shall be placed in the approved trash receptacles if the material is such that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage, or if its disposal by such means is a violation of any federal, state or local statute, rule, regulation and/or ordinance governing waste disposal. You agree to comply with our policies and those of any trash removal service we engage which govern, among other matters, the size and type of trash containers to be used, the limitations on their use and location, and guidelines restricting the volume and type of refuse which will be removed for the Trash Charge.

P. **No Waiver.** If you fail to obtain written approval for the construction, erection, or placement of any improvement on the Premises from the relevant governmental authority and from us, it shall be conclusively presumed, regardless of the duration of the existence of the improvement and/or our awareness of its existence, that there has been no waiver of our right at any time to demand that the improvement immediately be removed at your sole cost and expense. You shall have no right to rely to your detriment upon our silence or inaction in such cases.

6. **VEHICLES.**

A. **Vehicle and Road Control.**

i. **Parking and Driving.** No parking is allowed on Community roadways except for brief periods while loading or unloading. Community Management vehicles may park on the streets while we are conducting Community business. Any automobile which is parked on a roadway in violation of these Rules, or which is abandoned, will be towed from the Community (and/or incapacitated by booting or otherwise) at your expense without prior notice. You are allowed to park vehicles only on the parking spaces provided on the driveway at the Premises, and with the approval of the Landlord. Vehicles must fit completely in the space provided, and vehicles may not extend into or over the street, even to the slightest degree. Perpendicular parking is not allowed. Spaces will accommodate two (2) automobiles on the driveway. In the event the Community permits additional parking, that parking will be provided at a cost designated in a separate written agreement. No automobiles may be parked on the street, the sidewalk, common areas, vacant lots, landscaping, mulch, grass, dirt, rocks, gravel, or on your yard or the yard of another resident. No automobile may be parked on neighboring or vacant spaces. No box trucks may be parked in the Community. All automobiles parked within the Community must have a current vehicle registration and must be in good operating condition. All vehicles must be registered with the office and be in good working order. **WE DO NOT GUARANTEE OR PROMISE PARKING SPACE AVAILABILITY FOR YOU OR OTHER OCCUPANTS OF THE PREMISES, INCLUDING YOUR GUESTS AND INVITEES BEYOND WHAT IS AVAILABLE ON THE PREMISES ON THE COMMENCEMENT DATE.**

ii. **Repairs.** You may only make minor repairs to vehicles in the Community. Minor repairs include, by way of example, the following: windshield wiper replacement, battery replacement, air filter replacement, flat tire repair, and window

repair. Changing oil and oil filters, transmission fluid and filters and changing anti-freeze are strictly prohibited. You are responsible to immediately clean up any oil drippings from your driveway. It is a violation of law and these Rules and Regulations to discharge oil or other automotive fluids onto the space, gutter, or into the sewer system. Any damage to a driveway by your car, or a car of Occupants or Guests, is your responsibility.

iii. **Driver's License and Speed Control.** The speed limit in the Community is posted in the community. You, all Occupants and Guests are required to drive cautiously and to observe all common traffic regulations. Only persons with a valid driver's license may operate motor vehicles (including motorized scooters, gas or electric) within the Community. It is a violation of these Rules and Regulations to operate any vehicle (car, truck, motorcycle, scooter, bicycle, etc.) so as to disturb or endanger others including, without limitation, because of the hour, manner of operation, or the condition of the vehicle itself. Operation of vehicles in excess of the posted speed limits or in violation of common traffic regulations endangers others and constitutes grounds for the termination of your tenancy. As permitted by law, we may install "speed bumps" or other speed control devices in the Community, and you will be wholly responsible for resulting damage to vehicles belonging to you, your Occupants, Guests, and invitees.

iv. **Parking and Control.** No inoperable, unsightly, or unused vehicles may be parked on the Premises or in the Community. Recreational vehicles may not be parked on neighboring or vacant spaces. No commercial trucks with a gross vehicle weight in excess of 6,500 pounds may be parked in the Community. Regardless of the duration that a vehicle is parked or kept in violation of these Rules and notwithstanding our awareness of the violation, we shall not be deemed to have waived our right to demand immediate cessation of the violation. You shall have no right to rely to your detriment on our silence or inaction in such cases. Any unauthorized vehicles parked in the Community may be towed (and/or incapacitated by booting or otherwise) at the vehicle owner's and your risk and expense.

v. **Car Wash.** Automobiles may not be washed on the premises.

vi. **Licensing of Vehicles.** Only licensed (if a license is required) and operable vehicles (satisfying all state and local regulations) with valid registration (if registration is required) are allowed within the Community. Vehicles which are in an inoperable or undriveable condition, or whose license or registration has expired, must be removed from the Community. If any such vehicle is not removed, we may have it towed (and/or incapacitated by booting or otherwise) and stored at your and/or the vehicle owner's risk and expense.

B. **Miscellaneous.** There shall be no skateboarding, ramp jumping, speed bump jumping, loud activities, loitering, or other activities which may damage our property or the property of others, or which disturbs other Residents. You are wholly and personally responsible for the actions and activities of all of your Occupants, Guests and invitees. Unauthorized ATVs are not permitted in the community. These actions impact the health and safety of other residents and are prohibited.

7. NOISE AND OTHER DISTURBANCE OF RESIDENTS/EQUIPMENT/SOLICITATIONS.

A. **Noise/Supervision.** The use of radios, televisions, stereos or other amplification systems, the conduct of parties or other such activities, and the operation of automobiles, equipment and other devices so as to disturb other Residents is prohibited. You are responsible for the activities and actions of all Occupants and Guests at the Premises, as well as for the Guests of any of your Occupants and Guests. Minors shall not be left unsupervised on your Premises, nor shall they be permitted to roam in the Community. You are responsible for direct supervision of all minors visiting the Premises. You and all Occupants of and Guests at the Premises shall strictly adhere to any curfew established by us, and/or by any governmental or quasi-governmental authority with jurisdiction over the Community. You may not disturb other residents through excessive noise or other such behavior that impacts the quiet use and enjoyment of other residents in the Community. To allow for quiet enjoyment of the Community by all residents, the Community has a "quiet time" policy from 9:00 P.M. until 8:00 A.M..

C. **Antennae Restrictions.** As allowable by law, Lessee is not permitted to install antennas. Satellite dishes 18" or smaller are allowed with prior approval from Lessor. If a satellite dish is approved, it will be installed on the roof of the manufactured home and will be mounted toward the rear of the home furthest from the street.

D. **Soliciting Prohibited.** Soliciting membership in any organization, group or association, soliciting contributions, canvassing, peddling, and distributing handbills or any other written materials in the Community are prohibited. Notwithstanding the foregoing, we have the right to distribute written materials to Community Residents. In addition, during the period prescribed by law:

(i) political candidates may distribute election materials; and (ii) materials related to any issue that is to be submitted to the electors in any election may be distributed.

E. **Trespassing Prohibited.** You may not cross or enter another Resident's lot unless permission is granted by that Resident. However, we are authorized to enter, or to have our contractors, agents and employees enter your space at reasonable times and hours for periodic inspections and legitimate Community business, including, but not limited to, repairs and maintenance, posting of notices, towing, and meter reading, as allowable by law.

F. **Standards of Decency.** The exposure of the genitals or buttocks of a male and/or the exposure of the genitals, breasts, or buttocks of a female are prohibited. By way of example, without limitation, nude or topless sunbathing, public urination, indecent swimwear, and streaking are prohibited. You may not discriminate or utilize racially incentive or inflammatory acts or language directed at other residents. Residents shall not harass or hinder Community management or staff.

G. **Criminal Activity.** You may not commit any criminal acts, misdemeanors, or felonies within the Community. Any act that occurs on the premises and constitutes a felony prohibited under Article 3, 4, 6, 7, 9, 10, 12 or 18 of Title 18, C. R.S.; will be grounds for termination of tenancy.

8. ANIMALS.

A. **Animal Limitations.** You agree not to keep any animal in the Community without our prior written approval, in our sole discretion. All approved animals shall be indoor animals only (e.g., small birds in a cage, and/or dogs and cats). All animals must be registered in the Community Office prior to bringing them into the Community. You may not keep offspring of approved animals unless we approve the offspring, they are properly registered, and the total number of animals including offspring is within the limitations in this section. Breeding of animals in the Community is expressly prohibited.

B. **Animal Registration.** You must register all animals with the Community office by furnishing us with the name of the animal, its color, breed, sex, weight, height, and length. You agree to immediately advise us, in writing, of any change in, addition or substitution of one animal for another, and our written approval is required before any new, different or substitute

animal will be allowed in the Community.

C. **Animal Size and Breed Limitations.** The following breeds, or mixed breeds, of dogs are not allowed within the Community: Pit Bulls, Chows, Dobermans, Rottweilers, or other breeds deemed dangerous, vicious or aggressive in our sole discretion. In addition, no farm animals, potbellied pigs, snakes, monkeys, exotic breeds or other mammals, reptiles, birds or amphibians that we deem inappropriate, in our sole discretion, are allowed in the Community. We reserve the right, in our sole discretion, to restrict the number, size and breed of animals allowed.

D. **Containment of Animals.** Approved animals are only allowed in your home or on a leash when being walked by you. Animals are NOT to be left outside, including, but not limited to, being allowed to run in a fenced yard or left tied up outside. Animals are not allowed on the common areas. Resident made dog runs, cages, and enclosures are not permitted. With written permission from Lessor, Lessee may install a 10 x 10 x 6 chain link kennel and dog house made of quality material and quality workmanship for pet. A small dog run might be allowed with written permission from Lessor, depending on location. PETS MAY NOT BE KEPT OUTSIDE ON A CHAIN AT ANY TIME.

E. **Animal Inoculations.** Dogs, cats and all other animals must be licensed and inoculated in accordance with local or state ordinances and shall wear proper license tags (where applicable). All animals must be spayed or neutered and provide up to date shot records annually.

F. **Animal Waste.** You must clean-up all bodily waste and litter of your animal and dispose of it immediately.

G. **Animal Control.** You agree that you will not permit any animal to cause any disturbance or annoyance to neighbors, including but not limited to by barking, growling, or biting. Your Guests may not bring animals into the Community. No animal-sitting or care of your or non-Resident owned animals is permitted in the Community.

H. **Animal Aggression.** If an animal demonstrates any aggression toward persons or other animals, or if we receive complaints about your animal which we verify in a manner satisfactory to us in our sole discretion, you agree to permanently remove the animal from the Community upon five (5) days' written notice from us.

I. **Injury Caused by Animals.** We bear no responsibility for any harm or injury to, or disappearance or death of your animal(s). In addition, you agree to indemnify, defend and hold us, the Landlord and the Community harmless of and from any and all claims, liabilities and damages (including attorney fees and costs) resulting from property damage and/or personal injury caused by your animal(s) or other animal(s) in the Community or at the Premises.

J. **Interference by Animals.** Any animal that prevents or inhibits us or our agents from entering upon your Premises shall be deemed a nuisance. Upon our notice to you of a violation of this section by you and your animal, your right to retain the animal in the Community immediately ceases, and the animal must be removed from the Community within five (5) days or you will be in default of your Lease and these Rules, and your tenancy will be subject to termination, as allowable by law. No animal which has been removed from the Community on account of being a nuisance or because of a violation of these Rules and Regulations shall thereafter ever be permitted within the Community.

K. **Landlord's Animal Inspection.** You agree to bring all animals to the Community office within five business days of a written request from us that you do so. If we find, in our sole discretion, that the animal has caused problems in the Community, you agree that you will remove the animal from the Community within five (5) days of written notice from us that you must do so. If the animal is not timely removed after our demand, then you will be in default of the Lease and these Rules and your Lease shall be subject to termination, as allowable by law.

L. **Emotional Support Animals.** As permitted by law, you must provide written documentation for any emotional support animal from a medical professional with actual knowledge of any claimed disability.

M. **No Waiver.** Neither our failure to demand removal of an unregistered/unapproved animal regardless of the period the animal has been in the Community, the period of our awareness of the existence/presence of an unapproved animal(s), nor our acceptance of an animal fee shall result in any waiver of our right to demand immediate removal of the animal(s), or constitute approval of an animal which has not been properly registered and has not received our written approval. You shall not be entitled to rely to your detriment on any delay in enforcement of animal restrictions.

ANIMAL DESCRIPTION

Type: _____ Animal's Name: _____ Breed: _____ Height: _____ Weight: _____
Comments: _____

9. **ALCOHOLIC BEVERAGES/ ILLEGAL DRUGS.**

The use, possession, manufacture, delivery, storage or sale of illegal drugs and/or controlled substances in the Community or on the Premises is strictly prohibited. The use, possession, cultivation, growth, manufacture, delivery, disposition, promotion, storage or sale of marijuana, marijuana-related product and drug-related paraphernalia on the Premises or in the Community, shall constitute a material breach under the terms of, and are agreed to be grounds to immediately terminate your Lease. The use, possession or distribution of liquor or alcoholic beverages in any of the common areas or facilities is strictly prohibited. The use, possession or distribution of liquor or alcoholic beverages on your Premises other than in accordance with law, is strictly prohibited. Driving in the Community while intoxicated is prohibited. You, Occupants of the Premises, and your Guests and invitees shall refrain from public intoxication, profane and abusive language, and other disruptive conduct and behavior. Neither you, Occupants at your Premises, your Guests, nor your invitees shall engage in any activity which could endanger the person or property of another or the Community. Any violation of this section, or of any other provision in the Lease or these Rules and Regulations by any Occupant, Guest, or invitee shall constitute a violation by you. Public intoxication is not permitted.

10. **BREACH OF RULES AND REGULATIONS AND/OR LEASE AGREEMENT: TERMINATION OF TENANCY.**

A breach of these Rules and Regulations as well as any breach of the Lease Agreement between the parties shall be

grounds for termination of your tenancy. Tenancy in the Community may be terminated upon such notice and in such manner as is required under Colorado law.

11. **MEDIATION.**

You agree that before you bring any claim or charge against us, the Landlord or the Community, or before you assert any counterclaim against us, the Landlord or the Community that you will first try, in good faith, to settle the dispute by non-binding mediation in accordance with the rules of the American Arbitration Association, before resorting to litigation or other dispute resolution procedure. Your obligation to mediate shall not be a basis for the stay of any claim, counterclaim, action or proceeding of Landlord or the Community.

12. **OPPORTUNITY TO REMEDY.**

We will NOT be in default of any of our obligations to you until after you have given us notice. You agree to give us immediate written notice of the alleged default detailing what you believe we need to do in order to fulfill our obligations. Your notice shall be specific and clear and must be mailed to Community's Management Company by either registered or certified mail (return receipt requested). We will have at least 90 days, or such longer period of time as is reasonably necessary after receipt of your notice, to address your concerns. If we address the notice within the time period allotted, we will have no liability whatsoever to you for any expense, cost, injury or damage. If you fail to promptly give us written notice of an alleged default, or if you fail to give us reasonable opportunity to address your concerns, we will have no liability to you for any expense, cost, damage or injury you suffer. If we fail to address your concerns within a reasonable time after receipt of your notice, but not less than 90 days, your claim(s) will then be subject to mediation under paragraph 11 of these Rules.

13. **NON-LIABILITY OF MANAGEMENT.**

Our obligations under these Rules do not constitute personal obligations of our individual employees, representatives, agents, partners, directors, officers, shareholders, members or managers or those of the Landlord, the Community or the Management Company (collectively, "**our agents**"). You agree that you will look solely to the Premises and to none other of our assets or those of our agents for satisfaction of any liability we or our agents may have to you. You agree that you will not seek recourse against us or our agents for injuries you may suffer or incur. You agree that you will not seek recourse against any of our personal assets or those of our agents for satisfaction of any liability or for any judgment should you be otherwise unable to satisfy any obligation owed to you. You agree to look solely to the Premises in this regard.

14. **COMPLIANCE WITH APPLICABLE LAW.**

You agree to comply with all applicable law, including but not limited to local and municipal ordinance and code. You are required to comply with the following local law. This list is not exhaustive, and you will be subject to any future amendments to law.

County of Mesa Municipal Code:

- i. Ordinance 4, Section 2: Licensing and Vaccination
- ii. Section 3.5: Public Nuisance Dogs
- iii. Section B. Animals
- iv. Land Development Code 8-30, Chapter 8 | Development Standards
- v. Land Development Code 8-31 Chapter 8 | Development Standards
- vi. Land Development Code 6-34

15. **MISCELLANEOUS RULES AND REGULATIONS.**

A. **Complaints and Inspections.** Any complaint that you have against another Resident or against us shall be set forth in writing and delivered to us. You agree that we have no duty to conduct inspections in the Community for violations of these Rules and Regulations and that the conduct of any such inspection(s) does not constitute an assumption of the duty to do so. We will not be deemed to have waived our right to enforce any rule or regulation because of our failure to discover or inspect for violation(s), our acceptance of rent after the date of the violation, or the passage of time.

B. **Abandoned Property.** You shall be deemed to have abandoned all personal property, including vehicles, on the Premises, if the Personal Property remains on the Premises for more than thirty (30) days after the first to occur of: (i) you vacating the Premises; (ii) the termination of your Lease for any reason; or (iii) the entry of an order for possession of the Premises in our favor by any court of competent jurisdiction. The rights granted to us are in addition to those provided at C.R.S. § 38-20-116.

C. **Vendors and Contractors.** All vendors, contractors, toters, and other laborers and suppliers (collectively, "**Contractors**") that you hire or retain to work in the Community and/or at the Premises must be licensed (where required by local law), bonded and insured, and must be pre-approved by us, in writing, in our sole discretion. No request for approval of a Contractor will be reviewed until you have provided us with the name of the Contractor, the Contractor's bond, insurance and licensing information. If any work at the Premises or in the Community requires a permit, you must provide us with proof that the required permit(s) has been obtained (regardless of who is conducting the work).

D. **Indemnification.** You agree to indemnify, defend and hold us harmless of and from all claims, loss, damage, injury, or breach of contract of whatsoever kind or nature resulting from your actions or failure to act, and resulting from the actions and failure to act of any Occupant of your Premises, and by any of your agents, employees, family members or Guests, including the reasonable attorney fees we may incur.

E. **No Waiver.** Our waiver of, or our failure to take action with respect to any breach of a term, covenant or condition contained in these Rules, or in your Lease shall not in any way sanction any subsequent breach or violation. Our acceptance of Rent shall not be a waiver of any preceding breach of these Rules and Regulations or of the Lease Agreement.

F. **Timeliness and Severability.** Time is of the essence in these Rules and Regulations. Each provision of these Rules and Regulations is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful

or unenforceable, the validity of all other provisions shall not be affected.

G. **Entire Agreement.** The Rules and Regulations of the Community, taken together with the Lease Agreement, constitute the entire Agreement between the parties regarding the rental of space in the Community. You agree that you have not relied upon any statements or promises by us or by any of our agents in entering into these Rules and Regulations or the Lease. All terms and conditions of the parties' agreement with respect to the Premises and Improvements are contained in the Lease and these Rules and Regulations. Notice required to be given to either party to these Rules and Regulations shall be given in accordance with Colorado law, or as is otherwise specified in these Rules or in the Lease Agreement.

H. **Incorporation.** The requirements of the Lease Agreement are understood and agreed to be an integral part of these Rules and Regulations (as these Rules and Regulations may be modified or amended from time to time) and are incorporated herein by this reference.

I. **Sole Discretion/No Reliance.** *Whenever these Rules and Regulations call for our approval or consent or the approval and consent of the Community, approval must be in writing and it may be withheld in the Community's sole and absolute discretion.* In all cases where you are in violation of these Rules and Regulations for failure to obtain our approval, the approval of the Community or of any governmental authority, it shall be conclusively presumed, regardless of the duration of the violation and/or our awareness of the non-compliance, that we have not waived our right to require full compliance and the removal or elimination of the resulting violation. In all such cases, you have no right to rely to your detriment on our silence or inaction.

J. **Survival.** Your promises, covenants and agreements contained in these Rules and Regulations and in the Lease shall survive the termination of the Lease.

K. **Waiver of Trial by Jury.** It is mutually agreed that the parties hereto shall and they do each hereby waive their respective rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, resulting from or in any way related to or connected with the Lease and/or the Rules, the relationship of landlord and tenant, your use or occupancy of the Premises, and any emergency statutory or any other statutory remedy.

L. **Emergency Number.** The emergency telephone number is 970-434-8193.

16. AMENDMENT OF RULES AND REGULATIONS/APPLICATION OF RELEVANT LAW.

We may reasonably amend these Rules and Regulations, and the Lease of which they are a part, upon sixty (60) days' written notice to you. It is our intention to, at all times, comply with relevant law and to the extent any term or provision of in these Rules or in your Lease is deemed contrary to law or unenforceable by any Court of competent jurisdiction, the remainder of the Lease and these Rules shall not be affected, and each other term or provision shall be valid and enforceable to the fullest extent permitted by law.

YOU ACKNOWLEDGE HAVING READ, AND YOU AGREE TO THE ABOVE RULES AND REGULATIONS AS WELL AS THOSE IN THE LEASE AGREEMENT.

YOU ACKNOWLEDGE HAVING INSPECTED THE PREMISES, THE COMMUNITY, THE COMMUNITY'S FACILITIES, AND YOU FIND THEM TO BE ACCEPTABLE AND IN GOOD ORDER AND REPAIR. YOU HAVE INSPECTED THE SURROUNDING AREA AND FIND IT ACCEPTABLE.

YOU HEREBY ACKNOWLEDGE RECEIPT OF THESE RULES AND REGULATIONS, AND THE LEASE AGREEMENT IN A WRITTEN OR ELECTRONIC FORMAT. THESE RULES AND REGULATIONS SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, OR OTHER WARRANTIES HAVE BEEN MADE TO YOU BY US OR ANYONE ELSE THAT ARE NOT CONTAINED HEREIN.

DATED: _____, 20__.

RESIDENT(S):

COMMUNITY AND MANAGEMENT:

Midlands Village Management L.L.C. d/b/a Midlands Village

Print Full Name

By:

Signature

Print Full Name

Signature

Print Full Name

Signature

(Resident
Manager)

SAMPLE

EQUAL HOUSING OPPORTUNITY: WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, FAMILIAL STATUS, SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY OR FOR ARBITRARY REASONS UNDER STATE LAW – DISCRIMINATORY ACTIONS OF THE MANAGEMENT, TENANT(S), RESIDENT(S), GUEST(S) OR OTHERS MAY BE REPORTED TO OWNER’S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE TENANTS, RESIDENTS, OR GUESTS BASED ON PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE PARK OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION

Revised:
B. Ray
06-14-2024