

Revised on October 28, 1999
CDOT COMMUNITY RULES AND REGULATIONS

1. GUIDE LINES AND SERVICES

The purpose of these rules and regulations is to promote the convenience, safety, or welfare of all State Housing Communities, and provide sensible and reasonable control over the use and operation of all the facilities of the Owner which in the opinion of the Owner is required to protect and preserve the property of the Residents of the Community and the common areas of the Community from abusive use and provide all Residents with a pleasant environment.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and your Employer. Your Supervisors will interpret and enforce these Rules and Regulations in a reasonable manner.

Non-Compliance with these Rules and Regulations may subject Residents to eviction proceedings. Residents will be given 10 days notice to correct any rules violation which is correctable.

2. OCCUPANCY

Occupancy is limited as follows:

- 1-Bedroom- Two (2) people
- 2-Bedroom- Four (4) people
- 3-Bedroom- Six (6) people
- 4-Bedroom- Eight (8) people

Each Resident must include on your rental agreement the name, address, and phone number of a person to be notified in case of an emergency. All Residents will be listed on the rental agreement regardless. Your home phone and work number must be included so you may be contacted if necessary. All mobile homes are not transferable and must be owner occupied. No rentals of mobile homes or subleasing of spaces is allowed. Roommates are allowed if their addition to the home will not exceed the two per bedroom guideline.

3. RESALE

Residents intending to move or sell their home must give two weeks written notice of intention. It is the seller's responsibility to see that the mobile home and the mobile home space meet the requirements set forth by these Rules and Regulations. A home inspection must be done to inform the seller / buyer of what improvements must be done before the home can be sold. A copy of the Mobile Home's Title, stating the new Resident's name as owner, must be provided to your Supervisor prior to move-in.

4. GUESTS

Resident agrees to acquaint all guests with the conditions of tenancy of your Community, including but not limited to the Community's Rules and Regulations. The resident is personally responsible for all the actions of their guests. If the guest has a vehicle it may be parked in your parking spaces if there is room, otherwise your guest may park in the guest parking areas. Please advise your guests to be courteous to your neighbor's needs.

5. CONDUCT

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. Any actions by any person of any nature which violate any law or ordinance of the city, county or state are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable language or conduct. The discharge of firearms or fireworks is expressly prohibited in your Community. Persons under the influence of alcohol or any other substance shall not be permitted in any area of your Community which is generally open to the Residents and Guests.

B. Trespassing through another resident's lot is prohibited unless permission is granted by the owner of the home.

C. Loud talking, radio, stereo, television and other disturbing noises are not permitted in the Community. (Noise ordinance in effect from 9-PM to 9-AM) Examples: Chainsaw, snowmobile, boat, motorcycle, etc.

6. LIABILITY

The State of Colorado shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Resident or any of the Resident's guests or any other person caused by any use of the premises or facilities offered in your Community. The State of Colorado shall not be reliable for any damage or injury caused by any act or omission by the Resident or any member of the Resident's family or Resident's guests or invitees. Resident hereby waives all claims and demands against the State of Colorado for such loss, damage or injury. Further, the State of Colorado does not assume responsibility if creditors or lien holders remove a Resident's mobile home from the premises. (Add section regarding maintenance & up keep of personal playground equipment)

7. COMPLAINTS

Residents who file a complaint against another resident must do so in writing and be signed by the person making the complaint. Verbal and anonymous complaints will not receive any attention by supervision.

8. UTILITY SERVICE

The Residents shall be responsible for all clogged sewers above the ground as well as the maintenance of the water, gas, sewer, and electric lines from the utilities pedestal or meter. These utility pedestals and meters need to be accessible at all times for the utility providers. All utilities shall be installed by a licensed contractor at the owners expense including the materials.

A. Water is your responsibility after the turn-off valve, usually located 12-18 inches below ground. Water will freeze if you don't wrap with heat tape at owners expense. (You need to provide the PVC needed to connect your water to your house)

B. Gas is your responsibility after the meter, usually located on your lot. A pressure test is required before your service can be activated. (You need to provide the pipe from the meter to your connection and confirm LP or Natural Gas appliances)

C. Sewer is your responsibility, except below the ground and the riser. (After the riser your responsible to have your sewer tied into your house)

D. Electric is your responsibility from the meter to your electric panel, usually located in your mobile home. (You need to provide the wire from the meter to your panel)

9. REFUSE AND GARBAGE DISPOSAL

A. Refuse containers will be provided for each Community. All refuse must be placed in plastic bags and tied before placing it in refuse containers.

B. Residents wishing to dispose of large items should arrange to have them transported to the county dump or dispose of them in some other manner instead of using the Community refuse containers.

C. There shall be absolutely no burning of trash within the Community.

10. VEHICLES

A. NO MAJOR REPAIRS OR OVERHAULING of any kind on any vehicle, boat or trailer may be done in front of your mobile home. Unsightly, inoperable, or unlicensed automobiles, pickup trucks, vans and like vehicles, including those on jacks or deflated tires, are not permitted within the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be repaired immediately. Oil damage will be cleaned and removed by the resident.

B. Vehicles must be operated in a safe manner. The speed limit for all vehicles within the Community is 10 m.p.h. Pedestrians and bicycles shall always be granted the right of way. No motorized vehicle may be operated within the Community by any person who is not licensed. Vehicles operated in the Community must be properly licensed and insured.

C. Parking is permitted only in the designated areas at each mobile home lot and visitors may park in the designated guest parking areas only. The Community vehicle limit is three (3) vehicles per mobile home space. Additional Resident parking will be permitted as long as not to impede in the driving lanes needed by fellow residents. Any other vehicles, including all types of trailers, campers, snowmobiles and boats are not to be parked on the drive way or in front of your mobile home. These items should be to the side or behind your mobile home space. All expired tag vehicles, inoperable vehicles, and vehicles in disrepair should be removed by the owner without having to be asked.

MOBILE HOME LOT AND IMPROVEMENTS

Only mobile homes approved by the community representatives shall be permitted in the Community. The mobile home and all improvements shall be maintained in good condition by the Resident. No mobile home may be removed from it's space and replaced by another without prior permission of your Community representatives.

11. REPAIRS AND MAINTENANCE

Residents are to keep the exterior of their home, the patios, and the decks and carport in a neat, clean and sanitary condition. This obligation includes the replacement of any such items which are missing or are damaged to the point that they cannot be reasonably repaired. This obligation includes the repainting of the mobile home, accessory equipment, and all structures when they are reasonably in need. In addition, all such items shall be required to comply with all applicable laws and regulations. As major repair and painting can cause damage to the property of others if not properly conducted, Resident is responsible for their own actions no matter what the expense. All electrical, water, sewer, and gas connections must be kept in a good, safe and leak-proof condition at all times and in compliance with any and all provisions of your local Administrative, Colorado Building, Fire, Construction, Health and Safety Civil Codes. Report any Codes being broken to your Community Representatives.

12. DAMAGE RESPONSIBILITY

Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. To avoid damage to underground facilities, Residents must ask their representative before driving rods or stakes in

the ground. Of necessity, lots contain extensive cables, pipes and high voltage lines. Any digging can be dangerous. Be sure to check with your Representative before planting large trees, digging post holes and the like. The Resident will be responsible for any damages that occur. If a Resident's mobile home is damaged or destroyed by fire, repairs to a damaged home must be made within ninety 90 days and destroyed homes must be removed within thirty 30 days, weather permitting. (Based on a completed investigation)

13. SET UP / SKIRTING / AND STEPS

A. Set up of your mobile home must meet all HUD, City, County, and State requirements. This includes the space between your block pillars

B. Skirting must be installed no less than thirty (30) days following the set-up of your mobile home. When sections of skirting are to be replaced, they are to be replaced with skirting that matches what is already on the home or if this is not possible, ALL the skirting must be replaced. Skirting must extend all the way around the home including porches and decks. Skirting must match the exterior of the home as to color. Fiber-board shall not be used as a skirting material and all wood skirting must be properly painted to match your color scheme.

C. Before moving in your front and rear steps must be installed with approved handrails, as required by law.

14. HITCHES

Detachable hitches must be removed and stored under the home when a new home is brought into the park. Hitches which are not removable must be covered across the top with 3/4" plywood, framed with 2"X4"'s extending to the ground and matching skirting installed and painted.

15. PAINTING

NO spray painting of your home is allowed in the Community. When selecting a new color to repaint, the new color must be voted on with the whole Community. The choice of colors has been selected as anything natural.

16. DECKING

When installing a deck it must fit within the confines of the lessee's space, and meet your current local Building and Fire codes.

17. FENCES

Fences must be installed within the lessee's boundaries and built in compliance with your current local building and fire codes. Fence materials and design must be approved by the CDOT area supervisors and/or management. Approved material shall include wood and chain link, but not stone or masonry.

18. STORAGE SHED(S)

Sheds must be approved by the CDOT area supervisors and/or management and built to your current local building and fire codes. All sheds must be removable. Your shed(s) must be within the confines of your own lot. When painting the shed(s) you must do it in the same color scheme as your home. If purchasing a left over shed(s) they should be repainted to match your new color scheme. Your shed(s) must be included in the

sale of the home or removed at the same time you remove the home. “A shed is defined as a one-story detached accessory buildings used for tools, storage, playhouses, and similar uses, provided the floor area does not exceed 120 square feet and walls not to exceed ten feet tall.”

19. PORCHES / ROOM ADDITIONS / CARPORTS/ GARAGES

Any addition(s) attached or detached to your home must be approved by the CDOT area supervisors and/or management. All additions must meet current local Building and Fire Codes and be maintained and painted to match your current color scheme.

LOT MAINTENANCE AND USAGE

20. MAINTENANCE

Each resident shall maintain his/her lot in a clean, attractive, well-kept manner. Your lawn must be trimmed, mowed, and free of weeds and properly watered. Lawn equipment must be provided by the resident. Water is provided to maintain the lots, but must not be wasted. The common areas will be maintained in a manner to be decided upon by the CDOT area supervisors and/or management.

21. PLAYGROUND EQUIPMENT

If there is equipment in the common areas for the KIDS to play on but we do ask that we all share. If something needs repaired and is brought to your attention this needs to be passed along to your Community Representative to have the repairs done A.S.A.P. (Pitch in to keep these areas clean)

22. PATIO FURNITURE

A. Only outdoor patio furniture may be used on the patio, deck, porch or other portions of the Space.

B. Patio furniture and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are to be allowed outside of the mobile home or storage shed.

23. STORAGE

A. All material for storage must be stored in an appropriate storage shed or in the home. Wheels, hitches, and other items permitted by law are the only objects which may be stored under the mobile home. Nothing may be placed or stored outside of the mobile home or storage shed(s) unless otherwise specified within these covenants. This includes, but is not limited to, appliances, brooms, mops, tools, toys, gardening equipment, inoperable bicycles, debris, refuse, litter, or any item which is unsightly in appearance. Only approved individual refuse containers will be allowed. Waste generated by each mobile home park will be removed in a manner to be determined by the CDOT area supervisors and/or management.

24. FIREWOOD

Firewood may be stored on your space outside of the mobile home or storage shed in neat, tidy, compact stacks and placed so that it is as unobtrusive as possible. (Contact your local fire department regarding current codes.)

25. CLOTHES LINES

Clotheslines are permitted when placed near the rear of the lot and as far away from the street, or behind the mobile home. Clothes must NOT be left on the line overnight or for long periods of time.

RESIDENT RESPONSIBILITY REGARDING WEATHER CONDITIONS

26. SNOW REMOVAL

Resident understands and agrees that he/she is responsible for the snow removal within the lessee's boundaries including but not limited to their roof, porch(s), deck(s), driveway/parking and walking areas. The CDOT provides snow removal for all streets within the Community. In the event of a heavy or continuous snowfall, Resident recognizes and understands that delays can occur in getting the snow removed promptly. Keeping vehicles off the street during snow removal will facilitate the snow removal operation.

27. WEATHERIZING YOUR MANUFACTURED HOME

Because your mobile home is located in an area with extreme climatic conditions, Resident understands and hereby agrees that it is his/her responsibility to see that his mobile home and the services to his individual mobile home are properly protected from possible damage from the elements. Resident is aware of and agrees to take precautions against:

A. Freezing of water pipes from the points of the turn-off valve located approximately 12 to 18 inches underground, damage to electrical systems from the point of his electrical box located next to his/her mobile home, etc., due to cold weather and/or moisture. It is the Resident's responsibility to see that plumbing and other utility services are heat taped or adequately weather and waterproofed. Resident understands that improper heat tape installation & maintenance by Resident can cause the freezing and splitting of water pipes, affecting other Residents. Residents who fail to properly install and maintain electrical heat tape will be held responsible for all costs of repairs and damage caused by their improper installation and maintenance.

B. If Resident plans to be away from his/her mobile home for an extended period of time, he/she should arrange with someone to clean the snow off the roof of the Resident's mobile home. Resident understands although the mobile home was level at the time of "set up" there will be some "settling" of their mobile home and that it will have to be periodically re-leveled so that the doors do not stick, etc.

28. PLAYGROUND FACILITIES

Community facilities may be provided as an additional privilege of residency and are not guaranteed as a right of rent payment. If there is equipment in the common areas for the KIDS to play on but we do ask that we all share. If something needs repaired and is brought to your attention this needs to be passed along to your area supervisor and/or manager to have the repairs done A.S.A.P. (Pitch in to keep these areas clean)

- A. Any damage done by Resident, their family members or guest is the responsibility of that Resident.
- B. The facilities are provided for the enjoyment of residents and this privilege should be treated with respect.
- C. Groups or individuals who use Community facilities must leave them clean, neat and in good repair.

D. Maintenance of common play areas will be maintained in a manner to be decided upon by the CDOT area supervisors and/or management.

29. PET RULES

- A. Pets must be inoculated and licensed according to local regulations and wear these tags at all times.
- B. Pets must be kept within the confines of the resident's yard. "Beware of Dog" signs are not permitted. Vicious or unruly pets are not permitted. Pets which receive three justifiable written complaints are to be removed from the community.
- C. Any pet in the community must be considered a domesticated animal by the general populace. The residents of the Community reserve the right to judge the domesticity of the animal.
- D. Resident is responsible for any damage caused by their pet to Community property or the property of any other resident.
- E. Each family may not exceed more than two outside pets at any given time.
- F. Any pet litter must be removed from your lot by the owner weekly and deposited in a plastic garbage bag and placed in the community refuse containers. This disposal may not be put at any location that could endanger the health of any person.
- G. Service dogs are an exception to these rules.