

COMMUNITY RULES AND REGULATIONS

1. GUIDELINES AND SERVICES

These Community Rules and Regulations were developed to enhance the quality of life for the residents of CDOT-owned manufactured home facilities. These guidelines are intended to ensure long-range desirability, fairness and equality of living.

Each resident shall comply with Federal, State and local laws, rules and regulations. The following Community Rules and Regulations are a part of the rental agreement. Residents are expected to read the Community Rules and Regulations and such constitute a binding agreement between residents and management. Management will interpret and enforce these Rules and Regulations in a reasonable matter.

Prior to occupancy, residents must have completed and signed CDOT form 1146, Request for Authority to Require an Employee to Live in State Housing. This form must be on file with management.

Residents will be provided written notice of any violation of Community Rules and Regulations. The written notice shall include a timeframe within which the violation must be corrected.

Non-compliance with the Community Rules and Regulations may subject the resident(s) to eviction proceedings. Resident(s) will be provided 30 days prior written notice of any eviction proceedings.

Management and the Community Variance Committee reserve the right to make changes in the Community Rules and Regulations upon 30 day written notice to community residents.

2. DEFINITIONS

Community: The mobile home park community referenced in your Rental Agreement.

Management: CDOT Property Management Section

Premises: Your leased space as identified in your Rental Agreement

Rental Agreement: Contract signed between Resident and CDOT entitling Resident to rent space in mobile home park.

Resident: State employee approved by management and identified in Rental Agreement as entitled to leased space.

Variance Committee: Each leaseholder shall be a member of the variance committee. The variance committee is responsible for dealing with any issues pertaining to Community Rules and Regulations contained within this document. Variance committee meetings shall be held as needed, during non-working hours. CDOT facilities may be made available for these meetings. Members shall be given written notification of upcoming meetings; if unable to attend, members may vote in writing prior to a meeting.

Variance Procedures: The process by which written complaints concerning these Community Rules and Regulations move from the resident to the variance committee, then, if necessary, to the section point of contact, and/or Management as defined above.

Designated Areas: Vehicle parking designated and mapped by local variance committees and approved by management (see attached map).

3. LIABILITY

The State of Colorado shall not be liable for any loss, damage, or injury of any kind whatsoever to the person(s) 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 liable for any damages 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 any and all claims against the State of Colorado for such loss, damage or injury. Furthermore, the State of Colorado does not assume responsibility if creditors or lien holders remove a Resident's mobile home from the Premises.

4. OCCUPANCY

The Rental Agreement shall include the name, address, and phone number of person to be notified in case of emergency. All occupants of the mobile home shall be listed in the Rental Agreement. Each Resident's home and work numbers shall be listed on the Rental Agreement. The State employee (as identified in the Rental Agreement) leasing the space must live in the mobile home. If this State employee does not primarily occupy the home, eviction proceedings will be commenced. No sub-leasing of spaces is allowed.

5. VACATING THE PREMISES

Resident shall give 30 days prior written notice of intention to move their mobile home or sell their mobile home.

6. MOBILE HOME LOT AND IMPROVEMENTS

Only mobile homes approved by Management shall be permitted. The Resident shall maintain the mobile home and all improvements in good condition.

7. 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 within sixty (60) days after the set-up of your mobile home. When replacing skirting, the new skirting must match the existing skirting or **ALL** must be replaced. Skirting must extend all the way around the home. Skirting must match the exterior color scheme of the home. Skirting material must be approved by Management, and properly painted to match your color scheme.

8. 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 x 4s to the ground, and matching skirting installed and painted.

9. UTILITY SERVICE

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 that 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 in accordance with County regulations and at the Resident's expense, including the materials.

- A. Water is the Resident's responsibility after the turn-off valve. Resident(s) are responsible for wrapping water pipes with heat tape.
- B. Gas is the Resident's responsibility after the meter.
- C. Sewer is the Resident's responsibility above the ground.
- D. Electric is the Resident's responsibility from the meter.

10. DAMAGE RESPONSIBILITY

- A. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. Lots contain extensive cables, pipes and high voltage lines. Any digging can be dangerous. Utility locates are required before driving rods or stakes in the ground, digging any holes, planting trees and the like. The Resident is responsible for any damages that occur.
- B. If a Resident's mobile home is damaged, repairs must be made within ninety (90) days. If a Resident's mobile home is destroyed, it must be removed within thirty (30) days, weather permitting. (Based on completion of an investigation).

11. REPAIRS AND MAINTENANCE

Resident should keep the exterior of their home, additions, accessory equipment and improvements in a neat, clean and sanitary condition. This obligation includes the replacement or repair of missing and/or damaged items. 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 code violations to Management.

12. PAINTING

Prior to repainting, color and method of painting must be reviewed and approved by Management.

13. DECKING

Decks must fit within the confines of the Resident's space, and meet current local Building and Fire codes.

14. PORCHES/ROOM ADDITIONS/CARPORTS/GARAGES

Any addition(s) to your home, attached or detached, must be approved by Management. All additions must meet current local Building and Fire Codes and be maintained and painted to match your current color scheme.

15. 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/her mobile home and the services to it are properly protected from possible damage from the elements.

16. FENCES

Fences may be installed within the Resident's boundaries and built in compliance with current local Building and Fire codes. Management must approve fence materials and design. Approved material shall include wood and chain link, but not stone or masonry.

17. STORAGE SHED(S)

- A. A shed is defined as a one-story detached accessory building used for tools, storage, playhouse, or other uses, provided the floor area does not exceed one hundred twenty (120) square feet and the walls do not exceed ten (10) feet in height.
- B. Before building or installation, sheds must be approved by Management and built to current local Building and Fire codes. All sheds must be removable. Shed(s) must be within the confines of the Resident's leased space. The color of a shed must fall within the same color scheme as the home. Privately owned shed(s) must be removed at the same time the Resident's home is removed.

18. STORAGE

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 that 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 Rules and Regulations. This includes, but is not limited to, appliances, brooms, mops, tools, gardening equipment, inoperable bicycles, debris, refuse, or litter. Only approved individual refuse containers will be allowed.

19. VEHICLES

- A. **MAJOR REPAIRS OR OVERHAULING** of any kind on any vehicle, boat, or trailer is allowed in designated areas. Unsightly, inoperable, or unlicensed 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 be granted the right-of-way. All vehicles must be operated in accordance with the law and be properly licensed and insured.
- C. Parking is permitted only in the designated areas at the Resident's space. The Community vehicle limits three (3) vehicles per mobile home space. Additional Resident parking will be permitted provided driving lanes remain unrestricted. Recreational vehicles, such as trailer, campers, snowmobiles, and boats, may not be parked in front of your mobile home. These recreational vehicles should be to the side or behind your mobile home space.

20. 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 manner instead of using the Community refuse containers.
- C. No trash shall be burned within the Community.

21. MAINTENANCE

Each resident shall maintain his/her leased space in a clean, attractive, well-kept manner. Lawns must be trimmed, mowed, free of weeds and properly watered. Water is provided to maintain the lots, but must not be wasted. The common areas will be maintained in a manner to be determined by Management.

22. PATIO FURNITURE/BARBECUE EQUIPMENT

Only barbecue equipment and outdoor patio furniture may be placed on the patio, deck, porch or other portions of resident's leased space.

23. CLOTHES LINES

Clotheslines are permitted. Clothes must not be left on the line overnight.

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. CONDUCT

- A. Action 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, the use of fireworks, 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, except as otherwise authorized by law, is expressly prohibited in your community. Persons under the influence of alcohol or any other substance shall not be permitted in any areas 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: Chainsaws, snowmobile, boats, motorcycle, etc.

26. COMPLAINTS

Violations of these Community Rules and Regulations must be made in writing and signed by the person making the complaint. Management will respond to all complaints. Verbal or anonymous complaints will not be acted upon.

27. SNOW REMOVAL

Resident understands and agrees that he/she is responsible for the snow removal within their leased boundaries including, but not limited to, roof(s), porch(es), deck(s), driveway/parking and walking areas. 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.

28. 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. Resident assumes responsibility for all the actions of their guests. Guests may park either in your parking spaces, or in designated guest parking areas. Please advise your guests to be courteous to your neighbors.

29. PLAYGROUND FACILITIES

Community facilities may be provided as an additional privilege of residency, and are not guaranteed as a right of rent payment. If playground equipment is provided in the common areas, we ask that we all share. If something needs to be repaired, please notify Management. Please 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. Groups or individuals who use Community facilities must leave them clean, neat and in good repair.
- C. The common areas will be maintained in a manner to be determined by Management.

30. PET RULES

- A. Pets must be inoculated and licensed according to local regulations.
- B. Pets must be kept within the confines of the Resident's yard. "Beware of Dog" signs are prohibited.
- C. Resident is responsible for any damage caused by their pet to Community property or the property of any other Resident.
- D. Residents of a leased space may not exceed more than two pets outside at any given time. Service dogs are exempt from this Section D.
- E. Any pet litter must be removed weekly and placed in the community refuse containers. Do not place or leave pet litter at any location that could endanger the health of any person.

SIGNED

BY: _____

DATE: _____

Print Name