



WELCOME TO MT PRINCETON RV PARK & CABINS

30380 County Road 383
Buena Vista, CO 81211

RULES & REGULATIONS

Mt Princeton RV Park & Cabins (hereinafter referred to as “The Park”) is intended to be a friendly and enjoyable place to reside. To maintain a warm and friendly environment, it is essential that our residents respect each other, refrain from acts that might trouble others, and work together to continue to make The Park a pleasant place to call home. Our rules and regulations have been developed with great care to promote the general welfare, convenience and enjoyment of our residents.

The following Rules are incorporated by this reference as part of your Lease or terms of occupancy. As used in these Rules (and unless otherwise specified), the term “Resident” shall include approved residents and the persons authorized to reside at each rental site; term “Site” refers to each leased site within The Park; the term “Park Model” refers to park model RVs. Your Lease, the signs posted within The Park, these Rules and Regulations, and any other required or duly adopted documents governing the Park or any portion thereof, and any addendums to the foregoing are collectively referred to as the “Park Documents”.

- All potential Residents must apply for residency and meet Management’s current standards existing at the time of application.
- Park Office hours are posted.
- Office telephone: (719)395-6206
- Fire, Police, or Medical Emergency: Call 911

1.0 SEASON

- 1.1 We are a seasonal business. Our Park is closed the months of December, January, and February. You are not allowed to occupy your Park Model during these months without written permission from The Park.
- 1.2 Our peak season is June 1 through September 30 during which time there will be planned activities. Management reserves the right to control access to and the use of all Park facilities and property. The use of Park facilities may be restricted or revoked for improper conduct.

2.0 RESIDENCY REQUIREMENTS

- 2.1 You must comply with the following to become a Park Model Resident:
 - 2.1.1 Adults are our objectives.
 - 2.1.2 A key to each Park Model will be kept on file at The Park Office.

3.0 CONDUCT/REQUESTS/COMPLAINTS

- 3.1 **Interference/Harassment:** The following types of conduct are examples of conduct which are prohibited:
 - 3.1.1 Language or conduct that threatens, harasses, intimidates, annoys or interferes with the peaceful enjoyment of The Park by others.

CONDUCT/REQUESTS/COMPLAINTS (cont.)

- 3.1.2 Disturbances of the peace and quiet, the filing or reporting of unjustified, annoying or frivolous complaints.
 - 3.1.3 The willful or careless destruction of or injury to property of The Park.
 - 3.1.4 Unreasonable quantities of police or law enforcement visits to a park model site.
 - 3.1.5 Interfering with The Park's contractual relationships, business relationships or Management's ability to effectively manage The Park.
 - 3.1.6 Actions which may be dangerous or may create a health or safety risk.
 - 3.1.7 Nuisances, waste or any unlawful conduct.
 - 3.1.8 Public intoxication and/or unlawful drug use. Resident shall inform management, in writing, within ten (10) days if Resident or any other occupant is convicted of a felony or any crime involving physical threats, or injury or harassment.
 - 3.1.9 Climbing on or over any fencing, buildings, or improvements.
 - 3.1.10 Radios, televisions, musical instruments and other devices which disturb other residents. Music and other sounds shall be kept at a low volume level so as not to disturb other residents.
 - 3.1.11 Trespassing across other sites.
 - 3.1.12 Smoking outside your unit that drifts into other units or to other sites.
- 3.2 **Fireworks/Firearms/Weapons:** Fireworks are prohibited. Firearms and weapons of any type are not permitted outside of the Resident's park model and shall not be publicly used, worn, or displayed in The Park or visible through windows. The discharge or display of any firearm or weapon (including but not limited to BB guns, knives, bows and arrows, etc.) within The Park, displaying such items, or pointing such weapons, in the direction of others may be treated as a material and irreparable breach. A single violation of this prohibition shall be cause for immediate termination of tenancy.
- 3.3 **Drug or Criminal Activities:** Residents shall not engage in, facilitate, or allow any criminal activity at The Park, including illegal drug-related activity. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use, storage, or possession of a controlled substance.
- 3.4 **Alcoholic Beverages:** Alcoholic beverages are permitted at The Park, if used responsibly. Management reserves the right to prohibit or restrict alcoholic beverages outside the homes and in common areas.
- 3.5 **Marijuana:** Marijuana is legal in the State of Colorado, however it is still not widely accepted. If you use medical or recreational marijuana, be discrete. Smoke (both cigarette and marijuana) is especially offensive to others. Be conscious of the fact that lots of people keep their windows open most of the time and do not want their park model to smell of this smoke. Marijuana is prohibited in the Clubhouse, outside the park models and RV sites and throughout the common areas of The Park.
- 3.6 **Trespassing:** Trespassing on or through other sites is prohibited.
- 3.7 **Resident Concerns:** In order to effectively serve all Residents, and except in the event of an emergency, issues of concern, problems, suggestions or complaints to The Park or Management must be in writing and must be signed by the Resident submitting the issue. Anonymous complaints or those made by or on behalf of third parties may not be considered. The Park depends on its Residents to be responsible and to assist in resolving problem issues. If there is a complaint about another Resident, or their guests, visitors, or invitees, and if court or other legal action is required, the complaining party must agree to participate in prosecuting the unjustified complaint, or the refusal to participate in the prosecution of the complaint or to testify, may be considered material violation of the terms of tenancy.

CONDUCT/REQUESTS/COMPLAINTS (cont.)

- 3.8 **Resident Dispute:** Recognizing that Residents may occasionally have disputes among themselves, i.e. in the event of a conflict or dispute among Residents, it shall be the responsibility of the subject Residents to resolve such disputes unless the Management is expressly required by law to intervene.

4.0 PARK MODEL SITE RENT

- 4.1 Site rent is presently \$5,000 per year if paid in full on January 1 of the year. However we will accept payment to be made one of three ways:
- 4.1.1 One payment of \$5,000 paid on January 1 of the year.
 - 4.1.2 Two payments of \$2,550 paid on January 1 and July 1 of the year.
 - 4.1.3 Four payments of \$1,300 paid on January 1, April 1, July 1, and October 1 of the year.
- 4.2 Site rent is based on two adult individuals. Only those who have paid rent for the Site are allowed to live on the Site. Visitors and all others must register at the office and pay any applicable guest fees.
- 4.3 Rates are reviewed annually with any changes being announced prior to December 1.

5.0 CHECK IN / CHECK OUT

- 5.1 All Park Model Residents are required to check in with The Park office upon your initial return and final exit for the season.
- 5.2 It is the Park Model owners' responsibility to winterize their unit.

6.0 QUIET TIME

- 6.1 Except for work or activities authorized by Management, quiet hours are from 10 PM until 7 AM, during which time Residents must ensure that potentially disruptive sounds, including but not limited to voices, television, radios, musical instruments, noisy vehicles, power tools, etc., shall not travel beyond the Resident's individual site.
- 6.2 Loud music, parties, gatherings, profane, or obscene language, verbal harassment, arguing, public intoxication, excessive vehicles or guests/visitors during quiet hours, disturbing noises, and all other forms of disruptive conduct are prohibited. No nuisance creating exterior speakers, horns, whistles, bells, or other sound devices are allowed, except security devices installed at park models and used exclusively for security purpose (and installed by a licensed contractor in compliance with applicable ordinances, regulation, and these Rules).

7.0 LOADING AND UNLOADING RV'S PRIOR TO STORAGE

- 7.1 Loading and unloading of your RV is restricted to two (2) days or 48 hours only on your original arrival to The Park and upon your departure for the season. All other times, the RV must be loaded as quickly as possible and will be allowed no longer than 12 hours for this purpose. After these time limits, the unit must be removed from the street.
- 7.2 Someone must be present at all times with keys, available to move the RV from the street in the event of an emergency.

8.0 SECURITY

- 8.1 If an emergency develops, or if you suspect an emergency situation, immediately call the appropriate emergency number first, and then contact Management, if needed. For Police, Fire, or Medical Emergencies, Dial 911.
- 8.2 You are responsible for securing your own personal property, and to provide necessary protection against accident, injury, or loss and the protection of yourself and guests.

8.0 SECURITY (cont.)

8.3 Please notify The Park office if you intend to be away for any extended length of time during your stay.

9.0 CLUBHOUSE/FACILITIES RENTAL

- 9.1 Smoking is prohibited in all buildings.
- 9.2 The Clubhouse kitchen requires a key for entrance. A deposit may be required for use.
- 9.3 No excessive consumption of alcohol in the common areas.
- 9.4 Appropriate attire is required, including, but not limited to shoes and shirts.
- 9.5 Private parties and gatherings are permitted with The Park's approval. Please check with the office if you would like to reserve a room, common area, or patio area for a special occasion.
- 9.6 A deposit and/or cleaning fee may be required.
- 9.7 All facilities must be returned to a clean and organized condition.
- 9.8 Use all facilities at your own risk.
- 9.9 The Clubhouse may have limited access during the off-season. The Park reserves the right to close buildings and common areas for cleaning, maintenance or repair at any time.
- 9.10 Tables and chairs are available, but PLEASE do not remove them from the clubhouse or any other area.
- 9.11 Picnic tables are available for outdoor gatherings. Please contact The Park for use and moving them.
- 9.12 Recreational activities are not allowed on the streets in The Park without prior written approval from The Park.

10.0 LAUNDRY ROOM

- 10.1 Smoking is prohibited.
- 10.2 The Park laundry facility is for use by Residents and their registered Guests only. Hours may vary according to season.
- 10.3 Clotheslines are prohibited in The Park.
- 10.4 The Park reserves the right to establish and modify the laundry facility hours of operation.
- 10.5 All posted laundry room signs must be followed.
- 10.6 The machines must be cleaned inside and outside after use, including emptying the lint trays after each use and all soap residue.
- 10.7 Dyes must not be used in the washing machines, tubs, or dryers.
- 10.8 Rubberized articles are not allowed in the washing machines, tubs, or dryers.
- 10.9 Do not overload or abuse the equipment.
- 10.10 One machine is designated for pet blankets and rugs.
- 10.11 Management is not responsible for lost or damaged articles or theft.
- 10.12 Please contact The Park office if a washing machine or dryer is not working.
- 10.13 When leaving the laundry room, please check to confirm that the room is left clean, neat and in an orderly condition for others. Please leave the washer doors slightly open.
- 10.14 Quarters are available in the office.
- 10.15 It is illegal to use non-US coins.
- 10.16 Please leave "lost and found" articles on the table in the laundry room.
- 10.17 There is a complimentary ironing board and iron for your use. Use at your own risk.

11.0 MAIL/PACKAGE/MESSAGES

- 11.1 You may have your mail forwarded to The Park.
- 11.2 The mail will be sorted Monday-Saturday and will generally be ready for pick up by 4 PM.
- 11.3 We are not able to offer general delivery service.
- 11.4 We are not responsible for holding any mail.
- 11.5 Packages delivered by any service will be accepted at The Park office.
- 11.6 A bulletin board for messages is located in the Clubhouse.

12.0 GARBAGE, REFUSE, LITTER, CHEMICALS, AND HAZARDOUS MATERIALS

- 12.1 Residents are responsible for disposing of their rubbish, garbage and all other waste in a clean and safe manner.
- 12.2 All garbage and refuse must be placed in sealed plastic bags and deposited in the dumpsters at the back of The Park.
- 12.3 Other than a small quantity of normal household materials, flammable, combustible, noxious, or other hazardous materials of any nature shall not be stored in or transported through The Park. No items 4 feet in length or longer may be put in the dumpsters.
- 12.4 Oil, fluids, chemicals, or any other toxic or environmentally hazardous items which may include, but not limited to paint and batteries, shall not be disposed of in The Park and must be disposed of in a proper manner and in accordance with applicable environmental laws. All such substances are prohibited in The Park's refuse container and dumpsters.
- 12.5 Other household items such as furniture, mattresses or appliances are also prohibited in The Park's dumpsters.
- 12.6 You may contact The Park office for directions for disposal.
- 12.7 For health and safety reasons, sorting through refuse containers and dumpsters is prohibited. The removal of any items from refuse containers and dumpsters is strictly prohibited.
- 12.8 Contractors and others performing work within The Park must remove all trash, debris, building materials, carpeting, paint, and other household renovation items and shall not use The Park refuse containers or dumpsters. Each Resident, when installing or undertaking construction improvements, shall provide a place for the daily collection and storage of trash and debris and must remove such trash and debris on a regular schedule, but not less than weekly and to an outside landfill.
- 12.9 If a construction debris container is needed, prior written approval from Management is required.
- 12.10 Residents shall not engage in any waste disposal practices that would place The Park or Management in breach or violation of any applicable laws or The Park's contract with its waste removal provider.
- 12.11 Do not put any fish waste in the refuse containers or dumpsters as they attract bears and smell bad.

13.0 LOST AND FOUND

- 13.1 If you have lost or found an item, please check with The Park office.

14.0 STORAGE

- 14.1 Each Park Model site has space for parking two (2) vehicles. All trailers, boats, RVs, etc. must be stored in the Storage Areas.
- 14.2 Please come to The Park office to be assigned a site.
- 14.3 Golf carts may be parked beside park model.
- 14.4 You will be charged for additional Storage sites.

15.0 BICYCLES, GOLF CARTS, ETC.

- 15.1 Bicycle racks are provided by the Clubhouse. Bicyclist must use bike racks where available. Bikes can ONLY be ridden on the streets.
- 15.2 Golf carts are to be driven ONLY on the street and children under the age of 16 MUST be accompanied by an adult.

16.0 VEHICLES AND PARKING

- 16.1 **Speed Limit/Noisy Vehicles.** THE SPEED LIMIT IN THE PARK IS 10 MPH. Cruising, reckless or unsafe driving is prohibited. Noisy vehicles are prohibited in The Park. Residents are responsible for vehicle compliance by their guests, visitors, and invitees. This applies to ALL MODES OF TRANSPORTATION (golf carts, bicycles, motor scooters, and motorcycles).
- 16.2 **Maximum Number of Vehicles.** Unless Management otherwise approves in writing, a maximum of two (2) vehicles per park model allowed, *provided* that no portion of any vehicle extends into the street or beyond the permitted boundaries of the driveway surface.
- 16.3 **Prohibited Vehicles.** Commercial vehicles (i.e., work vans, or trucks, construction trucks, taxis, service vans, tow trucks, flat beds, buses, etc.) commercial semi or trailer-pulling trucks, boats, jet skis, campers, ATV's, ATC's dirt bikes, go-carts, and all similar types of vehicles and watercraft MUST park in The Park's Storage area or designated parking areas. This includes any vehicle with back up beepers.
- 16.4 **Golf Carts.** Golf carts are allowed provided they do not constitute a nuisance.
- 16.5 **Vehicle Operations.**
- 16.5.1 Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, golf carts, and bicycles shall be granted the right-of-way.
 - 16.5.2 Vehicles parked in violation of these Rules may be towed at the owner's or Resident's expense, and without prior notice.
 - 16.5.3 Vehicles shall only be parked in designated parking areas and driveways, and shall not be parked on or driven across landscaped, unpaved, or undesignated surfaces.
 - 16.5.4 Vehicles shall not be parked on any vacant sites and shall not obstruct the driveways of other sites. Vehicles must be parked parallel to your park model or for RV sites, head in at the end of the site.
 - 16.5.5 Except as otherwise stated in 9.1 (Loading & Unloading of RVs); vehicles are not permitted to park on the streets overnight.
 - 16.5.6 Parking must not obstruct access for emergency vehicles, garbage trucks, home movers, or other service vehicles.
 - 16.5.7 Only licensed and drivable (running) vehicles are allowed in The Park.
 - 16.5.8 Unless Management consents in writing, vehicles which have not been operated in fourteen (14) days or that are missing any body panels are prohibited within The Park.
 - 16.5.9 Residents must park only at their own site. Residents shall not park vehicles in the sites of other Residents without Management's written approval and approval of the other site Resident.
 - 16.5.10 Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicles, kept in good condition without tears, must be made of non-reflective material, and must be gray, soft green, or brown, or another complementary color approved by Management.
- 16.6 **Storage/Abandonment.** Vehicles without current license plates or tags, inoperable, stripped, missing any body panels, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed problematic by Management, shall not be parked or stored in The Park.

VEHICLES AND PARKING (cont.)

- 16.7 **Vehicles Leaking Fluids.** Vehicles leaking oil or fluids are prohibited in The Park and must be repaired off premises. Vehicles with minor drips must have a drip pan placed on the parking area and Resident must regularly clean the drip pan. All pavement stains must be promptly removed by Resident.
- 16.8 Vehicle repair, overhauling or servicing at your Site, in the common areas or on vacant sites are not allowed. Environmental laws strictly prohibit dumping oil on the ground or in the dumpsters. See also 16.4 (oil, fluids, chemicals...)
- 16.9 We do not allow Residents or guest to wash their vehicles in The Park.
- 16.10 For monthly RV sites, a power washer may be rented for the washing of your RV for \$20.
- 16.11 The following items may not be stored on your Site: utility or motorcycle trailers, boats, campers or extra RVs. They must be placed in a storage facility. Small tow dollies are allowed if tucked under the back end of the motor home when not in use.

17.0 GUEST POLICY

- 17.1 The Park's Site rental fee structure is based upon two (2) adult Residents living at one Site. We encourage family and guests to visit you. However, there are fees involved.
- 17.1.1 Guest fees commence on the first day if guest is staying overnight in the park. There is no fee for children 4 years or younger but they still must be registered.
- 17.2 Children under the age of 18 may visit no more than fourteen (14) days for Park Model Residents.
- 17.3 Children under the age of 18 must be accompanied when using the Clubhouse.
- 17.4 Adult guests may stay up to thirty (30) days per calendar year for Park Model Residents.
- 17.5 It is the Resident's duty and responsibility to acquaint all of their occupants, guests, visitors, vendors, agents, contractors, and other invitees with the applicable Rules and Park Document provisions. Residents shall be responsible for the conduct and acts of their occupants, guests, visitors, children, vendors, agents, contractors and invitees. Should a guest, visitor, occupants, vendor, agent, contractor or other invitee fail or refuse to comply with the Rules or fail to leave The Park at the request of Management, it shall be deemed a material noncompliance and a violation notice may be served. Management shall also have the right to have the offending person removed from The Park as a trespasser.

18.0 PROHIBITED PERSON

- 18.1 If Management has prohibited a person from entering The Park or has terminated a tenancy or proceeded with an eviction action, or if a person has abandoned a park model or RV within The Park, the person subject to the abandonment, termination, or eviction action is not permitted in The Park and it shall be a material violation if a Resident or anyone at the Resident's site knowingly invites, authorizes or permits such persons to enter or be present in The Park without Management's consent.

19.0 PETS/ANIMALS

19.1 Park Models.

- 19.1.1 Dogs are prohibited in park models and in the park model area of The Park.

19.2 RV Sites.

- 19.2.1 In keeping with the laws of Chaffee County and The Park standards, Residents must comply with the following pet rules. Infractions could result in dismissal from The Park.
- 19.2.2 **Stray/Wild Animals.** Management is not responsible for stray or wild animals.
- 19.2.3 **Type.** Only generally recognized house pets are allowed.

PETS/ANIMALS (cont.)

- 19.2.4 **Quantity.** A maximum of one (1) dog is allowed per RV site.
- 19.2.5 **Registration.** Each pet must be approved by Management and registered at The Park office. For identification purposes, Management may require a recent photo of the animal as well as information on the size and age of the animal.
- 19.2.6 **Licenses/Tags.** Dogs and cats must be licensed with the applicable governmental authority. Dogs and cats must wear identification tags at all times. Unattended pets or those without identification may be considered as a stray and turned over to animal enforcement authorities. A tag identifying the owner is recommended.
- 19.2.7 **Shots.** All pets must maintain current rabies and other inoculations.
- 19.2.8 **Bites.** A pet that has a propensity to bite or which displays vicious propensities must immediately be removed from The Park.
- 19.2.9 **General Pet Rules.**
 - 19.2.9.1 Dogs must be leashed at all times. This includes but is not limited to walking from the RV to the vehicle, and from the vehicle to the RV.
 - 19.2.9.2 Pets must always be attended to and under your direct and immediate control. Pets may not be left unattended and tied up outside at picnic tables, RV, trees, playground, or pavilion and are not allowed in the clubhouse or office.
 - 19.2.9.3 Leashes should be no longer than 6 feet. All leashes should have a secure loop hand strap and owners should always have leash in hand.
 - 19.2.9.4 When attending to your pet's needs, you should use only our designated "Pet Walk Areas" and immediately and always pick up after them. Do not allow your pet to poop and pee in your RV site, any other RV site, or throughout the RV Park.
 - 19.2.9.5 Pets must be kept quiet so as not to disturb other campers, and barking dogs will not be tolerated. Always be sensitive to other campers and control your pet's behavior.
 - 19.2.9.6 Pet owners should always use good judgment when it comes to their pet so as not to put their pet at risk and to not diminish the camping experience of others. Outdoor pet pens are only allowed on the rocked part of your site and never in the grass.
 - 19.2.9.7 Pet owners are responsible and liable for any and all damage their pet causes to another person, pet, or property.
 - 19.2.9.8 In our interest to NOT be a big kennel, if you leave the Park, you need to take your pet with you.

19.3 **Visiting Pets.** Visiting pets are prohibited.

20.0 ASSISTIVE ANIMAL POLICY

20.1 The Park seeks to accommodate persons with impairments and disabilities. This assistive animal policy applies to assistance animals that would otherwise not meet The Park's pet restrictions.

20.2 **Registration.** Residents must register their assistive animals with The Park Office.

20.3 **Identification.** For identification purposes, Management may require a recent photo of the animal as well as information on the size and age of the animal.

ASSISTIVE ANIMAL POLICY (cont.)

- 20.4 **Nuisances.** The designated animal must be sufficiently conditioned to eliminate risks to the public. Animals which are used solely as guard or protection animals are not permitted. Assistive animals cannot be vicious, or create a nuisance that interferes with the peaceful use or enjoyment of The Park by others.
- 20.5 **Licenses/Tags.** Assistive animal must be licensed with the applicable government authorities, and must wear identification tags at all times.
- 20.6 There is no pet charge for assistive animals.
- 20.7 **Control and Cleanup.** Assistive animals shall not be tied or chained outdoors or be left unattended outdoors. They must be on a hand leash no longer than 6 feet in length (unless otherwise required) when outside of unit. Residents are responsible for their assistive animals and must immediately clean up and dispose of all animal droppings.

21.0 UTILITIES/CABLES

- 21.1 **No Digging.** The Park contains extensive underground utility facilities. All work on utility lines or connections must be performed by the respective utility providers. Management approval must be obtained prior to any digging in The Park.
- 21.2 **Conduits/Cables.** All lines, wires, or other devices for communications or transmission of electric current, power, or any other signals, or transmissions, including telephone, radio signals, and the like, shall NOT be erected, placed or maintained anywhere in or upon a site unless provided by The Park or approved in writing by Management, in which event such items shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on building or other structures, and all such work must be performed by licensed contractors.
- 21.3 **Utility Maintenance/Expenses.** It is the responsibility of the park model owner to pay for, maintain, and repair all wires, pipes, breakers, conduits, sewer/septic lines or other utility delivery equipment from the point of delivery of the applicable utility to the unit.
- 21.4 **Water and Sewer.** Water and sewer is furnished to each park model Site. Sites have 50 amp electric service.
- 21.5 **Natural Gas.** Turning on and setting up an account for natural gas is the responsibility of the park model owner.
- 21.6 **Electricity.** Every site in The Park has an electric meter and it is read every month. Park Model sites will be billed for electricity every quarter.

22.0 SITE MAINTENANCE/LANDSCAPING/APPEARANCE.

- 22.1 **Improvements.** "Improvement" shall mean any park model, recreational vehicles and travel trailers, shed, buildings, additions, driveways, parking areas, fences, walls, rocks, plants, landscaping, any recreational equipment, exterior lighting and all other structures and improvements of every type and kind, including any exterior changes to any park model, site or paint color. The concept and design of "improvements" alterations, repairs, excavations, remodeling, or other work which in any way alters the exterior appearance of any park model or site, or the "improvements" located thereon (including changes of color), shall not be performed without the prior written approval of Management.
- 22.2 **Legal Compliance.** All park models accessories and improvements shall comply with applicable federal, state, and county statutes and ordinances as to their construction, installation, maintenance and materials.

23.0 CARE AND USE

- 23.1 **Fire Extinguishers/Smoke Detectors.** Unless a greater quantity is required by law, all park models must have at least one properly charged fire extinguisher and one operating smoke detector.
- 23.2 **Repair and Maintenance.** Resident's park model, site, landscaping, vehicles, and all improvements must be maintained in good condition, i.e., clean, painted, finished, orderly, safe, appealing and sanitary conditions, and comply with and maintain the existing color palate and architectural standards of The Park. Each Resident shall maintain, repair, replace, and restore, at their expense, all portions of their park model, improvements and site which should fall into disrepair.
- 23.3 **Water.** Residents shall use their best efforts to conserve water.
- 23.4 The Park and Management are not responsible for care or emergencies during your absence.
- 23.5 Due to fire hazard, fuel tanks are not allowed, except those mounted on an RV or on BBQ grills.
- 23.6 **Revocation of Authorization.** In every instance, The Park's approval of any improvement or alteration is conditional and may subsequently be revoked should any improvement not be properly maintained.
- 23.7 **Landscape and Maintenance.**
- 23.7.1 No rubbish, debris, rocks, or landscape materials shall be placed or allowed to accumulate on the street or roadway adjacent to any site and no odors shall be permitted to arise therefrom, so as to render any such site or any portion thereof unsanitary, unsightly, offensive or detrimental to the Management or any other site in the vicinity thereof or to its occupants.
 - 23.7.2 Residents are responsible for all property maintenance within their site. Sites shall be free of weeds and debris.
 - 23.7.3 Rock or desert landscaping shall be kept free of weeds and debris.
 - 23.7.4 Each park model site is allowed no more than three (3) flower pots no larger than 20 inches in diameter.
 - 23.7.5 Yard ornamentation must be kept at a minimum and if seasonal in nature must be removed in a timely manner. No decoration making noise, i.e. wind chimes, of any size are permitted.
 - 23.7.6 It is prohibited to hang anything from the site definition fencing or to allow plants to grow on the fencing.
 - 23.7.7 Any changes to the landscaping must be approved in writing by Management.
- 23.8 **Color of House and Improvements.**
- 23.8.1 The color of any home, shed or other Improvement including the exterior color scheme and building materials shall not be altered without the prior written approval of Management. If a new color is to be added or an existing color changed, Resident must provide Management with a color sample for approval. The Park reserves the right to adopt a standardized color scheme for all homes and improvements, and all repainting will be required to conform to the standardized color scheme.
 - 23.8.2 Additions of carports or shed must match the park model, i.e., constructed of wood with cement board siding, painted and shingled to match the park model.
- 23.9 Do not feed any animals (i.e., bird feeders attract bears).
- 23.10 **Self-Help.** In the event Resident fails to maintain their park model, site landscaping, skirting, utility delivery equipment, or improvements associated therewith, Management may give Resident notice of material breach and terminate Resident's tenancy if not timely cured. In addition to any other remedy of The Park, if Resident fails to timely cure such material breach (or fails to immediately cure condition that constitutes an emergency), The Park and its agents or independent contractors may, at The Park's sole option (and without an obligation to do so), perform the

necessary repairs, including reasonable administrative overhead of not less than \$100.00 plus all related costs.

- 23.11 **Inspections.** Management shall have the right to enter and inspect Resident's site at reasonable times and upon appropriate notice.
- 23.12 **"For Sale" and "Open House" Signs.** Each park model shall be permitted to place one (1) "For Sale" or "open House" sign in the front window or on the park model. Any such sign must be of a professional quality, maintained in excellent condition, not create blight or nuisance, and must not exceed 12" wide and 18" long. No other banners or advertisements shall be permitted on a site without Management's written approval.
- 23.13 **Security Signs.** With Management's written approval, each site may place a single neighborhood watch or similar sign on their site not to exceeding 8 inches by 11 inches in size. All such signs must be of professional quality, maintained in good condition and must not create blight or nuisance.
- 23.14 **Park Model Site numbers.** The Park shall provide a site number sign for your park model site.
- 23.15 **Storage/Wood piles.** Wood and storage piles are not permitted.
- 23.16 **Windows.** Broken windows and screens must be repaired immediately. Only commercially manufactured, interior/exterior window coverings, may be installed in any park model. Sheets, blankets, towels, cardboard, flags, plastic, wood, and the like, as well as aluminum foil, tin foil, and other reflective materials are not permitted in the windows of any home. Professionally installed window tinting is permissible, with the prior written approval of Management provided that it is not overly reflective and does not create a nuisance to any neighboring site.
- 23.17 **Air Conditioners/Evaporative Coolers/Heaters.** With written approval of the Management, all air conditioners must be installed at the rear of the park models or otherwise concealed from the street, so as to minimize noise and visibility. Air conditioning shall not be installed on roof without Management's written approval.
- 23.18 **Window Air Conditioners.** Window air conditioners will be permitted only in exceptional circumstances, with the written approval of The Park. A Plot Plan with a description of the installation must be submitted to The Park for written approval.
- 23.19 Except for fences, barriers, walls or hindrances installed by The Park, fences, barriers, walls, or hindrances on individual sites are at The Park's discretion and must be approved by The Park, and cannot interfere with utilities. No fence, barrier or hindrance shall be installed on any site without prior approval by The Park.
- 23.20 No wood burning fires allowed. Some gas and/or propane outdoor heating devices may be approved after written request is submitted.
- 23.21 No rags, ashes, clothes, diapers, or other improper articles shall be placed into the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of Resident and will be billed to Resident.
- 23.22 Absolutely no outside storage is allowed on driveways, carports, patios and sites.
- 23.23 Unless approved by Management, only patio furniture commercially manufactured for outdoor use is allowed. Furniture or appliances intended for indoor use cannot be placed outdoors.
- 23.24 Park Model owners are responsible for plugging in the heat tape under the park model and for adding any additional heating and/or insulation needed to keep pipes from freezing. Park Model owners are also responsible for any and all damage caused to The Park as a result of the oversight.

24.0 SELLING YOUR PARK MODEL

24.1 Seller and buyer/transferee must contact The Park, in writing, as least 30 days prior to schedule an inspection of the park model to determine whether The Park will have items to be repaired, replaced or upgraded. The Park's cursory inspection is for the sole benefit of The Park and shall not serve as any representation or warranty as to the safety, condition of adequacy of the park model or site, or the extent of the necessary upgrades or repairs. Owner/buyer/transferee should obtain their own independent inspection. You must always have a signed, approved, Presale and Improvement Approval Request form prior to completing the sale.

24.1.1 **Sale or Transfer of Park Models in Place.** If a park model owner desires to sell or transfer ownership of their park model in place, contemplating that the park model will remain in The Park after transaction, the parties must first:

- 24.1.1.1 Obtain Management's written consent for the park model to remain in The Park (after completion of an inspection of the park model by Management or their designated inspectors).
- 24.1.1.2 The prospective buyer must obtain written confirmation from Management prior to the sale or transfer of the park model, confirming that the prospective buyer has been approved for tenancy.

24.2 Removal or Required Improvements Up On Sale or Transfer of Ownership of Park Model. Prior to the sale, transfer or change of ownership of any park model in The Park and if the prospective owner desires for the park model to remain in The Park, Management may require that certain repairs, remodeling, reconstruction or improvements be performed to the park model or site including but not limited to:

24.2.1 The improvements required by the Rules, Statement of Policy, Lease, and other Park Documents in existence at the time.

24.2.2 Bringing the park model exterior and interior up to current fire and safety standards.

24.2.3 Bringing the park model up to current Park standards in order to preserve and/or upgrade the appearance, safety and quality of the park model site.

24.2.4 When contemplating any such transaction, the seller and prospective buyer must contact Management to schedule an inspection to determine whether any items require repair or improvement. Management's cursory inspection shall not serve as a representation or warranty as to the condition of the home or its safety.

24.3 **New Residents.** A new Lease must be signed by each new Resident/Park Model owner who is accepted for tenancy. New Residents must provide Management with sales documents requested by Management and a copy of the title to the park model, indicating they are the owners.

24.4 Removal of Non-Conforming Park Models. Upon the sale, transfer or change of ownership of a park model, The Park reserves the right to require that the park model be removed from The Park within sixty (60) days if the park model:

24.4.1 Is not compatible with the other park models in The Park;

24.4.2 Does not conform to the other homes in The Park;

24.4.3 Does not meet the Park's policy of preserving or upgrading The Park which are in existence at the time of the transaction.

24.4.5 Is rundown or in disrepair, or

24.4.6 If the seller or owner has not fully complied with the requirements under these Rules.

24.5 **Violation.** The sale or transfer of the park model in The Park in violation of the foregoing provisions shall be deemed a material breach and will require that the park model be removed.

24.6 **Lease.** All park models must be owner occupied unless otherwise approved in writing by Management.

24.7 Park models shall not be removed from The Park by any person or entity without the landlord's written permission to do so.

25.0 CONDUCTING BUSINESS IN THE PARK.

25.1 Resident's Site shall be used solely for residential purposes and occupied only by the persons authorized herein. Unless approved by Management, in writing, Residents shall not engage in any business within The Park shall not perform repairs or maintenance to vehicles anywhere in The Park (unless there is a designed area), and shall not engage in activities that attract unreasonable quantities of vehicles or invitees.

25.2 Except for Park-wide sales approved by Management, yard sales are not permitted.

25.3 The Park name and address shall not be used for purposes of conducting business, commercial purposes, or for advertising the sale of automobiles, recreational vehicles, homes or any other types of property without Management's written approval.

26.0 OTHER

26.1 **Written Approval.** References in these Rules which refer to a Resident's need to obtain The Park's consent, approval, permission, or authorization shall mean written consent or approval from The Park prior to the Resident taking action.

26.2 **Enforcement/Non Waiver.** The Park will make reasonable efforts to enforce the Rules or violations of which it is aware. Please notify The Park of any perceived violations. Typically, the enforcement of the Rules or lack thereof shall not constitute a waiver of the Park's right to enforce the Rules. The Park's waiver, inability or failure in one or more instances to insist upon or obtain strict compliance with the terms, waiver or relinquishment of any rights to fully enforce the Rules or the Park Documents. The Documents are incorporated by this reference into these Rules and Regulations, and any violation or default under The Park Documents shall be deemed a violation of these Rules and Regulations.

26.3 All Park signs, notices or directives that are posted in The Park are made a part of these Rules and are incorporated herein by this reference.

27.0 FAIR MEANING

27.1 The words and phrases used in these Rules shall be given their fair meaning and are to be liberally and expansively construed to meet the intent of the Rules as a whole, so as to maximize the rights and remedies of The Park to properly manage, supervise and control the activities within The Park and to provide for the greater good of The Park.