

# COTTONWOOD SPRINGS PARK LOT LEASE AGREEMENT

1. **PARTIES.** THIS LEASE AGREEMENT ("**Lease**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cottonwood Springs Holdings, LLC ("**Landlord**"), and the person(s) identified in paragraph 2(c) below. A copy of this Lease is available from the Management in English and Spanish.

2. **DEFINITIONS.** The following words shall have the listed meanings when used in this Lease:

(a) Community. Community shall mean Cottonwood Springs Park, an all-age community.

(b) Landlord. Landlord or the Management, means the owner of the Community, or its agents or representatives authorized to act on its behalf, which includes any Management Company selected by it, and the Community Manager. In this Lease, the words "we", "our" and "us" refer to the Landlord.

(c) Resident. Resident means a Home owner who lawfully occupies a manufactured home within the Community under a fully executed Lease Agreement. Each Resident must be a party to the Lease Agreement and only individuals who are owners of a manufactured home may lease space in the Community. In this Lease, the words "you" and "your" refer to the Resident.

The following, whether one or more, are the "Resident" under this Lease (***all must sign this Lease***):

Full Name	Birth Date	Full Name	Birth Date
_____ / /	_____ / /	_____ / /	_____ / /
_____ / /	_____ / /	_____ / /	_____ / /

By executing this Lease Agreement, you represent that you are the sole owner(s) of the Manufactured Home and that your name appears on the Certificate of Title. All homes located in the Community must be titled in the State of Colorado, and a copy of the title must be provided to us upon demand.

We have relied upon the above information (and the information regarding additional occupants of the Premises at the end of this Lease) in agreeing to enter into this Lease, and you hereby confirm the accuracy of that information.

(d) Premises. Premises means the Space described in Paragraph 3. 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, who is approved to reside at the Premises and whose name and information are provided on the last page of this Lease, or whose name is later added to this Lease in a writing signed by us, in our sole discretion.

(f) Guest. Guest means any person who satisfies the requirements in paragraph 5 of this Lease.

(g) Rental Application. Rental Application means the criteria to be provided to prospective residents in compliance with the Colorado Rental Application Fairness Act.

(h) Manufactured Home. The manufactured home on the Premises.

3. **TERM.** In consideration of the Rent specified herein to be paid by you and of the other covenants, agreements and conditions to be observed by you, we do hereby lease to you, and you rent from us, the Manufactured Home Community Space located at Space # \_\_\_\_\_, 27653 US Highway 6, Rifle, CO 81650 ("**Premises**") in the County of Garfield, State of Colorado, to be used and occupied only by you and approved Occupants as your private residence, and for no other purpose, for the term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Commencement Date**"), and thereafter on a month-to-month basis, commencing on the first day of each month. We assume no liability for the failure or refusal of a previous occupant of the Premises to vacate the Premises on or before the Commencement Date.

4. **DESCRIPTION OF RESIDENT'S MANUFACTURED HOME.** We lease the Premises to you solely for placement of your manufactured home ("**Manufactured Home**") which is described as follows:

Make: \_\_\_\_\_ # of Bedrooms: \_\_\_\_\_ Registered Owner(s): \_\_\_\_\_  
Model: \_\_\_\_\_ Lienholder(s): \_\_\_\_\_  
Loan #: \_\_\_\_\_ Year of Manufacture: \_\_\_\_\_ Size: \_\_\_\_\_  
Serial #: \_\_\_\_\_ Elec. Amps: \_\_\_\_\_

Registered Vehicles:

Vehicle 1: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License plate number: \_\_\_\_\_

Vehicle 2: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License plate number: \_\_\_\_\_

Vehicle 3: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License plate number: \_\_\_\_\_

You agree we informed you that you could lease the Premises subject to the terms of this Lease and of the Rules and Regulations of the Community ("**Rules and Regulations**" or "**Rules**"), the terms of which are incorporated herein and made a part hereof by this reference, and subject to our qualification criteria unrelated to where or from whom you purchased the Manufactured Home.

5. **DESCRIPTION OF THE PARTIES/OCCUPANTS.** This Lease is entered into by and between us and you only. Only the individuals identified as Residents in paragraph 2 above, and those identified as Occupants at the end of this Lease may occupy the Premises. No other person may occupy the Premises without our prior written approval, which we may withhold in our sole discretion. We have no obligation to accept, review or approve any application(s) for new or additional residents or occupants at the Premises who were not approved on the Commencement Date.

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 6 below; and (ii) so long as any guest who will visit the Premises in excess of 14 days in any calendar year 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 fugitive, a felon, a parolee, or a former resident or occupant of the Community who has been evicted from the Community.

You agree to personally occupy the Premises and the Manufactured Home on a full-time basis throughout the term of the Lease, and agree that occupancy by any other person, including an Occupant, does not satisfy this requirement. You agree that your failure to comply with this occupancy requirement is a material breach of this Lease and is a basis for its termination.

6. **CONSENT TO NUMBER OF OCCUPANTS.** You hereby consent to the number of persons residing in your Manufactured Home shall not exceed two (2) persons per bedroom plus one (1), including any guest who stays longer than 14 days in any calendar year period, unless local, county, state or federal law or ordinances are more restrictive, in which case the most restrictive rule shall apply.

No person may reside on the Premises without first satisfying all qualification criteria then in effect in the Community. All Occupants of the Premises must independently qualify to reside in the Community by satisfying, among other requirements, a criminal background investigation. If any prospective resident or occupant fails or refuses to submit to such an investigation or does not otherwise satisfy the Community's then existing qualification criteria, he/she shall immediately vacate the Premises and the Community.

Prior to being accepted as a Resident, anyone intending to reside in the Community must deliver a fully completed Rental Application to the Community office. The Rental Application must be satisfactory to and approved by us in our sole discretion. If an authorized occupant becomes a fugitive, a felon, sex offender or a parolee during his or her tenancy, he/she must complete a new background check to determine if the offenses require the removal of the occupant from the Park.

In the event an application is denied, Landlord will provide the prospective Resident with a written notice of the reasons for denial, specifying the specific failed screening criteria, pursuant to C.R.S. § 38-12-904.

7. **RENT.** You agree to pay to us monthly the following amounts via any payment method designated by Landlord, by, without limitation, bank checks, money orders, automatic withdrawals, one-time payments or cash pay cards, and without notice, demand, abatement, deduction or offset (**We cannot accept cash payments. Payments made by these methods may be rejected. Landlord's election to accept a check or money order shall not constitute a waiver of Landlord's right to demand subsequent payments to be made via any other electronic, automated or online payment method designated by Landlord**).

Rent	\$ _____	Initial Space Rent (subject to increase)
Fees	\$ _____	Pet Rent <u>35.00</u> per pet (subject to increase, as allowable by law)
	\$ _____	Water / Sewer (subject to increase)
	\$ _____	Trash (subject to increase)
	\$ _____	Recycling/Compost (subject to increase)
Other	\$ _____	
Total	\$ _____	Total Rent (per month)

Our acceptance of Rent from any person/entity other than you shall not establish any rights, interest or tenancy in or to the Premises in that person/entity. Notwithstanding the foregoing, we are not obligated to accept Rent other than from you.

All charges for damages, site condition charges, utility charges, trash service charges, water and sewer charges, attorney fees, court costs, administrative charges and fees, insufficient funds charges, and any other charges identified in this Lease or in the Rules and Regulations, shall be deemed additional Rent due and payable with all monthly Rent. In addition, any and all charges or costs imposed by any local, state or federal statute, rule, ordinance or regulation in any way related to the Premises shall be assessed against you and payable with all monthly Rent. Pet Rent shall not apply to emotional support animals or service animals.

Notwithstanding termination of the Lease according to law or by agreement of the parties, your liability for payment of Rent will continue through the first to occur of the following: (i) the date you remove the Manufactured Home from the Premises and the Community in accordance with the terms of the Lease and the Community Rules and Regulations; (ii) the date the Manufactured Home is sold to a

purchaser who is qualified by us, who complies with all provisions in the Rules and Regulations for an on-site sale, and who executes an approved lease for the Premises; and (iii) the date the Manufactured Home is sold, and is removed from the Premises and the Community by its purchaser. All Rent and other charges due under this Lease must be paid in full prior to removing the Manufactured Home from the Premises.

8. **LATE CHARGES/INSUFFICIENT FUNDS FEES.** Pursuant to C.R.S. § 38-12-105, late fees will be assessed in conformity with all applicable law. All Rent is payable, in advance, without notice, demand, abatement, offset or deduction, via any payment method designated by Landlord, on or before the first day of each month. Rent is considered late if not received by the first day of each month. Your obligation to pay Rent is an independent covenant. The late payment of Rent and other sums due from you will cause us to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on us by the terms of any mortgage or trust deed covering the Premises. If any Rent, including additional Rent, is received after or is not fully paid before the close of business on the first day of the month, a late charge equal to \$50.00 or five (5) percent of your past due rent, whichever is greater, including additional Rent, will be assessed on the eleventh day of the month. If late payments continue on subsequent months, late fees will be charged once per month for the maximum allowed by applicable law. In the event any tender of funds is deficient or otherwise insufficient, you will be charged for each occurrence in the amount of \$50.00.

Nothing in this paragraph obligates us to accept Rent after the first (1<sup>st</sup>) day of the month, nor do we waive any legal rights which may be available upon your default by inclusion of the late fee provision in this Lease. You agree to pay all legal expenses, including attorney fees, incurred by us in the eviction process and in the collection of Rent and other charges even if the matter settles before trial as allowable by law and pursuant to Section 9 of this lease.

Your failure to receive a Rent notice/invoice from us does not postpone, delay or discharge your obligation to timely and fully pay all amounts due under this Lease. If you do not receive an invoice or bill, it is your responsibility to determine the amounts due including, without limitation, by going online, visiting, or calling the Management Office.

9. **ATTORNEY FEES.** In the event the Landlord files a legal action due to any violation of state law (such as non-payment of rent) or breach of this Lease or violation of the Rules and Regulations, Landlord shall be entitled to collect, in addition to any other amounts due, its attorneys' fees and costs following a determination by the court that the fees and costs are reasonable. You agree to pay all legal expenses incurred by the Landlord in the eviction process (to collect rent and secure possession), to enforce this Lease, or to enforce the Rules and Regulations, even if the matter settles before trial in the event the Landlord is determined to be the prevailing party and a court has determined that the fees are reasonable. Provided, however, if Resident is not at fault, no such attorneys' fees and costs will be assessed. Attorneys' fees and costs which are due, including the cost of service of legal process, shall be due and payable at the time the Rent is due and payable, and if necessary, can be collected from Resident's security deposit. In all actions, attorney's fees shall be awarded to the prevailing party.

10. **PARTIAL PAYMENTS/PAYMENTS AFTER TERMINATION.** Our acceptance of any payment from you or on your behalf after service of a legal notice, institution of a legal proceeding to enforce this Lease or entry of judgment in any such proceeding shall not be deemed a waiver of our rights under such notice or in such proceeding.

Accordingly, we may receive and collect, and you agree to pay, all sums of money due under the terms of this Lease without us waiving any of our rights. Our acceptance of money from you or on your behalf in such cases shall not reinstate, continue or extend the term of this Lease, or constitute a waiver of any breach of or default under this Lease, or negate any notice given to you prior to the acceptance of your payment. This Lease may be reinstated, continued or extended only by written agreement

signed by us. Our endorsement on and/or deposit of a check, money order or other form of payment shall not constitute our agreement, acquiescence or approval.

Any payment of less than the full amount of Rent for any month, regardless of endorsements or notations to the contrary in any accompanying correspondence, shall be deemed a partial payment, and not an accord and satisfaction. We are not required to accept partial payments, and may reject partial payments in our sole and absolute discretion.

11. **UTILITIES AND SERVICES.** 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. To the extent permitted by law, we may allocate charges for line loss, off-space and other consumption to you. The monthly trash service charge ("**Trash Charge**") is billed to you for basic trash removal services at the Premises (excess use and special services rates may result in additional charges which shall be additional Rent). The "**Services Fee**", charged to the extent permitted by law, reflects the costs incurred by us in the administration, metering, monitoring and billing of water and sewer charges in the Community. 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, Trash Charge and all water/sewer 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 your written demand to us we will have the water meter at the Premises tested by a licensed plumber we select. 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 costs will 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 to us. You are solely responsible for arranging and paying for gas, electric, and other utility services to the Premises.

Except for the sewer and utility connections provided by us, you are wholly responsible for arranging and paying all expenses for the installation of services and service lines at and to the Premises, and for adding, supplementing, modifying, increasing, expanding and/or upgrading the capacity, technological capability and/or speed of any utility service, telephone, data, cable or other lines to the Premises above and beyond what is in existence on the Commencement Date, if any. In this regard, your responsibilities include, but are not limited to the cost and expense of trenching, installing conduit, line, cable and pipe, and restoring the Premises. Notwithstanding the foregoing, no installations or modifications to the Premises or the Community shall be made or contracted for or by you without first obtaining our written approval which we may withhold in our sole discretion. Any and all work must be completed by professionals who are licensed, bonded and insured, and who are pre-approved by us, in our sole discretion.

Landlord may, at its sole discretion, upon sixty (60) days' notice to Resident, elect to charge Resident for any of the utilities which previously were provided without charge. Landlord, may, at its sole discretion, upon sixty (60) days' notice to Resident, change the methodology of utilities to be charged, as permitted by law.

Water and Sewer. The Premises is furnished with two (2) water systems. Your Premises has an outside water faucet connected to an irrigation water system. **Irrigation water is not treated for human consumption and should not be used for domestic purposes.** Your Premises is also furnished with a domestic water line connected to a filtered water system providing water intended for human consumption. You must not use domestic water for outside irrigation, washing of vehicles, or other external purposes, nor will you use the irrigation water system for domestic purposes. Domestic water lines should be ½" in diameter. Frostex II heating cables must be installed from the manufactured home water inlet to The Park connection and must include sufficient extra tape to cover any exposed Park plumbing. Your manufactured home must have check valves installed to prevent damage in case

of line pressure loss. Exterior faucets on homes will be safety clipped so that such faucets are available only for emergency use. The Park water fixture box and meter must remain unblocked and accessible to the Community Manager at all times. The domestic water system meter will be read monthly. Currently the regular monthly rent amount includes a **domestic water allotment of 4,500 gallons per month**. Domestic water used in excess of the monthly allotment will be paid as an additional utility charge and will be due and payable with rent. The monthly charge for excess water use is: **\$1.00 per each additional 100 gallons** for up to 1,000 additional gallons (5,500 gallons total), **\$2.00 per each additional 100 gallons**, for the next 1,000 additional gallons (6,500 gallons total) and **\$3.00 per each additional 100 gallons** for any water used in excess of 6,500 gallons. All meter readings will be rounded up to the nearest 100 gallons. Taped sewer fittings or rubber couplings with a metal band will be used to connect drains to the Park's sewer system. Long sewer lines will be securely strapped to the frame of the home with a slope of at least 1/4" per foot. Homes with two widely separated exterior drains will have rigid (cemented) sewer lines.

12. **RENT INCREASES.** Rent may be increased by us upon sixty (60) days' written notice to you, or as otherwise required by the Colorado Mobile Home Park Act (the "Act") including, without limitation, at any time during the term after a valid Resident election under C.R.S. § 38-12-213(4)(b). Any rent increase will be accompanied by a written notice to the Resident pursuant to C.R.S. § 38-12-204(2).

13. **SECURITY DEPOSIT.**

(a) You have placed a Security Deposit (deemed additional Rent) with us in the amount of \$ \_\_\_\_\_. The Security Deposit may be deposited in an interest-bearing account and we may retain all interest earned thereon, as permitted by Colorado law.

(b) The Landlord may retain the Security Deposit for, among other reasons, nonpayment of rent, nonpayment of utility and other charges, nonpayment of other lawful charges listed in this lease agreement, necessary repair work for damage or defective conditions that exceed normal wear and tear and did not preexist the tenancy or for any other fee, cost or expense permitted by law and/or provided for under this Lease. Breach of the Lease does not cause a Security Deposit forfeiture. All monies retained from the Security Deposit will be identified and itemized on the Security Deposit Accounting Form sent to the resident at the last known address. To guarantee refunds are received, resident is urged to supply a forwarding address at the time he or she vacates the premises. Subject to these deductions, the Landlord will return the unused portion of the Security Deposit to the resident within 60 days after the premises have been vacated.

(c) All N.S.F. check charges, late charges, termination fees, uncollected damage charges, unpaid Rent and utility charges, administrative charges, attorney fees, court costs and similar charges will be automatically deducted from the Security Deposit.

(d) You cannot use the Security Deposit to pay Rent.

(e) We may, before the end of the Lease term, apply all or any portion of the Security Deposit to amounts due by you under the terms of this Lease and/or the Rules and Regulations. If the Security Deposit is so applied, within five (5) days after we give you a written demand you agree to deposit certified funds with us in an amount sufficient to fully restore the Security Deposit. Your failure to do so shall be deemed a failure to pay Rent.

(f) Nothing herein shall be construed as a limitation upon our right to pursue claims for damages not specifically listed in this Lease or as a limitation on your liability for damages that may exceed the Security Deposit or any reletting fee.

14. **NOT A SECURITY COMMUNITY.** You acknowledge that the Community is not a "security" Community. 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 residency application or thereafter does not establish in us the obligation or duty to do so. We have no duty to keep the Community free from persons with a criminal history of any sort 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 an assumption by us of a duty to provide security for you. You acknowledge that we do not provide and have no duty to provide security services for your protection, for the protection of your property, or for the protection of 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.

## **15. PHYSICAL IMPROVEMENTS AND SERVICES.**

(a) Resident Responsibilities. You agree to maintain, repair, and upkeep the improvements on the Premises existing on the Commencement Date or installed thereafter. These include, but are not limited to, connections to all utility systems, landscaping and landscape features, sheds, skirting, carports, awnings and decks, as allowable by law. Upon acceptance of the Premises, you agree to adhere to the following standards for improvements: A double base of large (8" x 16") cement blocks or specially manufactured plastic bases and metal ties will be used for blocking following Garfield County specifications. Homes must be skirted 30 days after entering the Park. Exterior skirting panels will be made of weather and fire-resistant material. All skirting panels will be neatly fitted and vented at the front and rear of the home. One access door in the skirting at least 4' wide will be in front of the wheels and one behind the wheels. If access to an irrigation water fixture located under a home's skirting is required for use by an adjacent space, such access will be provided for the adjacent space. Air conditioners, swamp coolers, and other external appliances must be suspended from the home itself and not supported by any structure located on a neighboring space. Fences installed and thus owned by you may not exceed 5 feet at the front and 6 feet on the rear and sides of the Premises and may be made of chain-link, vinyl, or cedar but not of rough cut lumber or other unsafe materials. A gate will be installed in the front fence accessible for entry by the Community Manager and maintenance personnel. Fences will be well-maintained. Only lawn and patio furniture will be kept in the yard of the Premises. There will be no exterior open fires, except for typical gas barbecues or grills. No outside welding is allowed. No bikes, toys, or other items will be stored on the parking area. Each home will be identified with a space number sign visible to the street. TV and radio antennas will not exceed eight (8) feet above the roof. Steps will be well constructed. Propane tanks are prohibited except for RV camper tanks not exceeding 100 gallons and small tanks connected to outdoor grills. No storage sheds, porches, awnings, carports, fences, clotheslines, or other exterior structures will be built without prior written approval from the Community Manager. Outside storage of tires, bottles, cans, boxes, appliances, or other materials on the Premises and storage on top of any structure on the Premises is prohibited. Solar panels shall be installed only on the roof of the Manufactured Home or approved shed and not elsewhere. Maintenance and repair include, but is not limited to, siding damage, skirting damage, damage to the structure, walls, windows, and roof, and any other damage to the home or accessory structures. You agree to keep all driveways, gutters and sidewalks at the Premises clean and free from snow, ice, rocks, gravel and other objects, and from all obstructions. You agree to comply with all covenants contained in this Lease, the Rules and Regulations of the Community, and with relevant governmental laws and regulations, as they may be amended from time to time. You are responsible, as allowable by law, for maintenance, trimming, repair, removal and/or replacement of trees, shrubs, lawn, fixtures, and other improvements on the Premises damaged or destroyed due to your negligence or your intentional acts or inaction, or by disease or other causes, excluding major landscaping projects. If the Manufactured Home is damaged or destroyed by fire or other casualty, you are responsible for its immediate repair and, if not immediately repaired, for its removal from the Community at your expense within thirty (30) days of the fire or casualty, unless we extend the period in writing, in our sole discretion

(b) Non-Liability of Landlord. To the extent not caused by our intentional acts, we are not

liable for failure of the supply or for the back-up of water, the supply of gas or electricity, or the flow or back-up of sewage, nor damage to your person or property resulting from such failure or back-up. The failure of supply or the back-up of water or sewer shall not be deemed an actual or constructive eviction or affect your obligations under this Lease. From time to time, we may interrupt water, sewer, gas or electric service to repair lines, to make other repairs or to conduct such maintenance as we deem necessary in our sole discretion. In those cases, we will provide prior notice to you as required by law and you hereby waive any and all claims for damages resulting therefrom. **To avoid damage to your water heater in the event that water service is shut off, you are encouraged to pay for and install a check valve at the water heater to protect from water back flow. Moreover, you are encouraged to pay for and install a back-water/check valve to prevent back-up of sewage at, into and on the Premises and the Manufactured Home. You agree that we are not liable for any damage which could have been prevented by installation of check valves/back-water valves.**

(c) Hazardous Substances. You agree not to bring any hazardous substances into the Community, onto the Premises, or into the Manufactured Home. You agree to give us immediate written notice of the release of any hazardous substance. The term hazardous substance 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 which is prohibited by law.

(d) Set-Up and Connection. 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 generally below ground with access at ground level. All above ground lines running to the Manufactured Home from Utility Lines are Home Lines which belong to you 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 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.

## 16. REQUIREMENTS OF A MANUFACTURED HOME SITE.

(a) Manufactured Home. You agree to maintain your Manufactured Home (including, but not limited to, skirting, decks, awnings, carports, sheds and landscaping), and all of its interior components and systems (including, but not limited to electrical, plumbing, mechanical, structural and hydraulic), in conformity with local, state and federal law, and the minimum standards outlined in this Lease and the Rules and Regulations of the Community which are incorporated herein and made a part hereof by this reference.

(b) Applicable Codes. All improvements to the Premises and the Manufactured Home (interior and exterior) shall comply with the appropriate provisions of the Uniform Building Code and any and all applicable statutes, ordinances, rules, regulations, and provisions of any federal, state or local enforcement agency. If a resident intends to add an accessory structure or any structure to the existing home, they must get a permit from the local enforcement agency and written permission from the Community.

(c) Improvement Fee. If you fail to keep the Premises free from garbage, debris and weeds, and/or fail to water, to mow, trim and weed weekly, or if you fail to otherwise maintain landscaping as provided in the Rules and Regulations or if improvements on the Premises, as more particularly described in the Rules and Regulations of the Community (collectively, the "**Improvements**"), are damaged, destroyed or not maintained during the term of this Lease, you have the obligation to maintain, repair and/or replace them (collectively, "**Resident's Work**") at your sole cost and expense.



Landlord will provide five (5) days' prior notice to you or within a reasonable time as prescribed by the Landlord that you have failed to perform Resident's Work. After five (5) days from the date of the notice, or after a reasonable time prescribed by the Landlord, Landlord or its contractors, will provide resident with a second notice, providing that Management 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 for this maintenance must be paid on demand. You agree to pay us for the reasonable costs of services, equipment, labor and/or materials utilized and/or incorporated for the conduct of any Resident's Work. Our right to maintain, repair and/or replace Improvements includes the right to install reasonable alternative Improvements in substitution for the original, in our sole discretion. Any service, equipment, labor and material charges incurred by us in the conduct of Resident's Work (including those incurred for alternative Improvements) shall be deemed additional Rent, due and payable with and as Rent. Notwithstanding the foregoing, we have no duty to conduct any such work.

(d) Accessory Structures. You represent that you are the owner of all accessory structures on the lot and are responsible for maintenance of those structures as allowable by law. Ownership and responsibility of these structures may only be conveyed to another person by written agreement.

(e) Maintenance of the Lot. The lot shall be maintained in a clean and safe manner. Junk, debris, construction materials, and refuse may not remain on the lot and must be removed promptly. All personal property must be properly stored. Personal property and items left in the lot and not properly stored will be deemed to be junk and may be removed following the procedure in Section 16(c) above. No firewood will be stored on the Premises. You will be responsible for removal of snow and ice from driveways and walks on the Premises, as allowable by law.

17. **IMPROVEMENTS**. No changes may be made to the exterior of the Manufactured Home and no improvements shall be made upon the Premises without our prior written consent, which consent may be withheld in our sole discretion. Notwithstanding any written approval by us, you agree to indemnify, defend and hold us, the Landlord and the Community harmless from any liability or obligations of whatsoever kind or nature resulting from the construction and/or existence of an improvement and from liability or injury incurred on or about the improvement. Furthermore, all approved improvements must receive the prior written approval of any and all government authorities with jurisdiction and be completed within 30 days of the commencement of construction by approved contractors who are licensed, insured and bonded. Room and other additions, construction of garages or enclosure of patios, porches and/or carports and all construction on common areas are expressly prohibited.

#### 18. **TERMINATION OF TENANCY.**

(a) Tenancy in the Community may be terminated upon such grounds, with such notice and in such manner as is permitted under Colorado law and/or provided for under this Lease and the Rules and Regulations of the Community. You agree to return the Premises to us in a clean and rentable condition which shall include, without limitation, your removal of the Manufactured Home and all other personal property from the Premises and the Community. The Manufactured Home and all other personal property on the Premises are collectively referred to as the "**Personal Property**". You must complete all cleaning and repairs at the Premises within 48 hours of vacating the Premises, or termination of tenancy, whichever occurs first.

(b) If we remove the Manufactured Home and any other of your Personal Property from the Premises for any reason including, but not limited to, your abandonment of the Manufactured Home or our right to remove the home pursuant to Writ of Restitution, you will be responsible for any and all removal expenses incurred including, but not limited to the cost of breakdown, towing, storage and/or disposal of the Manufactured Home in a landfill or otherwise.

(c) You and/or the owner of the Manufactured Home shall be deemed to have abandoned the Manufactured Home and all other Personal Property 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 the 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. Upon abandonment, we have the right to obtain title to the Manufactured Home through the appropriate court or governmental office, without the posting of bond, and may thereafter sell or otherwise dispose of the Personal Property including, but not limited to its dismantling and disposal in a landfill, without prior notice, duty to account, or any liability whatsoever to you or its owner. The rights granted us herein are in addition to those provided at C.R.S. § 38-20-116.

(d) You understand that we will assess, in addition to all other amounts due us, a re-letting fee equal to one month's Rent upon termination of possession, prior to termination of the lease, in the cases of: (i) any uncured default under this Lease, or (ii) if you move from the Community without first giving us a proper 30 day written notice to vacate; or (iii) if you fail to timely and fully vacate the Premises including removal of the Manufactured Home and other Personal Property. You will still be liable to us for the Rent for the Premises so long as the Manufactured Home and any other Personal Property remains on the Premises even though you have provided us with a 30 day notice to vacate.

(e) Upon issuance of a writ of restitution, we may remove you from the Premises and elect: (i) to have the Manufactured Home removed from the Community and the Premises for storage (along with all of your other Personal Property); (ii) to store the Manufactured Home on the Premises, to change its locks (providing you access to the contents as required by law), and to remove your Personal Property from the Manufactured Home to the curb; (iii) to store the Manufactured Home and its contents on the Premises, and to change its locks (providing you access to the contents as required by law); or (iv) to dispose of the Manufactured Home, its contents and all other Personal Property as provided herein upon abandonment.

**19. RESALE OF MANUFACTURED HOMES.** If you wish to sell, convey or otherwise transfer the Manufactured Home to a purchaser who desires to lease the Premises, both the prospective purchaser and the Manufactured Home will be subject to our prior written approval, in our sole discretion, and as allowable by law. The application process is your responsibility. The restrictions related to applications for residency (including sale of the Manufactured Home on site) are set forth herein and in the Rules and Regulations of the Community. Our approval must be obtained in writing prior to closing.

(a) YOU ACKNOWLEDGE THAT THE SALE, CONVEYANCE OR OTHER TRANSFER OF YOUR MANUFACTURED HOME DOES NOT GIVE THE BUYER THE RIGHT TO POSSESSION OF THE PREMISES. YOU HAVE NO RIGHT TO SUBLET THE PREMISES OR ASSIGN THE LEASE. YOU UNDERSTAND THAT THERE ARE SIGNIFICANT COSTS AND RISKS ASSOCIATED WITH RELOCATING THE MANUFACTURED HOME, AND THAT THE VALUE OF THE MANUFACTURED HOME ON RESALE COULD BE MATERIALLY IMPAIRED IF THE MANUFACTURED HOME CANNOT BE SOLD ON THE PREMISES BECAUSE THE HOME DOES NOT COMPLY WITH THE RULES AND REGULATIONS OF THE COMMUNITY IN EFFECT AT THAT TIME. YOU ARE WILLING TO ACCEPT THESE RISKS, AND ACKNOWLEDGE THAT WE HAVE MADE NO PROMISES OR REPRESENTATIONS IN THIS REGARD EXCEPT AS ARE SET FORTH HEREIN. IF YOUR MANUFACTURED HOME DOES NOT COMPLY WITH THE RULES AND REGULATIONS IN EFFECT AT THE TIME OF ITS SALE OR AT LEASE TERMINATION, THE MANUFACTURED HOME MAY NOT BE SOLD ON SITE, AND THE HOME WILL NEED TO BE REMOVED FROM THE COMMUNITY AT YOUR COST AND EXPENSE.

(b) In the event that you sell, convey, or otherwise transfer the Manufactured Home (or assign this Lease or sublet the Premises) without our prior written approval in our sole discretion, you will be in breach of the Lease, and the Lease shall automatically terminate. In such case, we shall be

entitled to initiate an action to return possession of the premises to us from you, and from your transferee as against a trespasser, and to all damages arising out of or resulting from the breach including, but not limited to all attorney fees, costs and expenses which we incur, as allowable by law. Any notice of breach and/or notice to quit required by Colorado law shall be effective when posted on the Premises identifying you or transferee, or both. For the purposes hereof, a "sale, conveyance or transfer" of the Manufactured Home includes any lease option and/or contract for the sale of the Manufactured Home which provides for the future transfer of title based upon satisfaction of certain payment or other requirements.

(c) As permitted by law, in the case of your death where no spouse or co-owner who is an approved resident of the Community survives, in our sole discretion this Lease shall terminate. Any unapproved conveyance or transfer of the Manufactured Home upon your death shall be deemed an unauthorized sale or transfer of the Manufactured Home and assignment of this Lease, and we will be entitled to immediate possession of the Premises and to all other remedies against you and/or your estate as provided in subsection (b) above, at law or in equity.

(d) As allowable by law, at least three (3) business days prior to removing any manufactured home from the Community, and as a condition precedent to doing so, you: (i) shall fully pay, satisfy, reimburse and/or repay all Rent, additional Rent, Rent incentives, Rent abatements, and other monetary obligations due to us; (ii) you, and/or any third party removing the manufactured home (i.e. mover, toter, tear-down crew, or other person you may engage to do so) shall provide the Community's Manager: (a) with a certificate of commercial liability insurance from an insurer licensed in Colorado which covers all persons and entities involved in the removal of the manufactured home with a limit of liability of at least \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate; and (b) a certificate of Worker's Compensation insurance from an insurer licensed in Colorado covering all persons and entities involved in the removal of the manufactured home other than you; (iii) shall pay a removal deposit to us in the amount of \$1,500.00 in the form of money order or cashier's check (which is not a limitation on your potential liability); (iv) shall provide us with written proof of your ownership of the Manufactured Home to be removed; and (v) shall obtain our written authorization to remove the Manufactured Home (collectively, the **"Removal Requirements"**). Enforcement of the Removal Requirements shall, at all times, be subject to relevant law. The removal deposit is not a selling or transfer fee and is refundable upon proper removal of the home from the Premises with no damage to the property of the Community.

You may not remove or have any third-party enter the Community for the purpose of removing any manufactured home until you have fully and strictly satisfied all of the Removal Requirements. Any mover, toter, tear down crew, or other person you may engage for that purpose entering the Community to remove a manufactured home where you have not fully and strictly complied with the Removal Requirements shall be trespassing in the Community.

We will refund the removal deposit to you after the Manufactured Home is removed from the Community if the Premises on which the Manufactured Home was located is left clean and there has been no damage to the Community in the move. However, we may withhold any portion of the removal deposit necessary to clean and restore the Premises and/or to pay for any damage to the Community caused by removal of the Manufactured Home. If you have not provided us with a forwarding address, in writing, we will mail that portion of the removal deposit to be returned hereunder, if any, to the Premises.

**20. ENTRY ONTO MANUFACTURED HOME COMMUNITY PREMISES AND/OR INTO MANUFACTURED HOME.** We have the right to enter upon the Premises for maintenance of utilities, for maintenance of and site condition work at the Premises when you fail to maintain and/or repair the Premises, and for the towing and/or disabling (by immobilizing or otherwise) of vehicles, at any reasonable time. We will make best efforts to provide you seventy-two (72) hours' notice when we intend to enter the premises. We may not provide notice in the event of emergency repairs. We may enter the Premises to perform inspections, to read meters, and to post or serve any notice under this Lease or pursuant to law. Further, if we reasonably believe the Manufactured Home presents any danger to persons or property (including to its occupants), we have

your authorization to schedule inspections of the interior and/or exterior of the Manufactured Home by the governmental authority with jurisdiction to determine code compliance, and you agree to submit to all such inspections upon demand, to pay all inspection costs and to immediately make all required repairs at your sole cost and expense. In the event of any emergency or other incident in or at the Manufactured Home, or in the event you have abandoned the Manufactured Home, we shall have absolutely no duty to enter the Premises or Manufactured Home, no duty to report or to notify any parties, and no duty to you or your property except to the extent the emergency is the result of our willful or wanton acts.

21. **MANAGEMENT AND OWNERSHIP INFORMATION.** The Community is owned by Cottonwood Springs Holdings, A Limited Liability Company. The Community owner representative's name, business address and telephone number are: Tom Triplat, 27653, US Highway 6, #100, Rifle, CO 81650 Phone: 970-625-2069. Any appeals of Resident Manager's decisions can be sent to Tom Triplat, 27653 US Highway 6#100, Rifle, CO 81650, except that no such appeal shall stay or preclude the exercise of any of Landlord's rights hereunder or under the Rules and Regulations of the Community. The Community's 24-hour emergency number is 970-625-2069.

22. **PERMISSIBLE USE.** Except as may otherwise be provided in the Community's Rules and Regulations, your Manufactured Home shall be used solely and exclusively as your residence. Any other use, including but not limited to use of the Manufactured Home or the Premises for business or commercial purposes constitutes a material violation of this Lease and the Rules and Regulations, except as provided otherwise in the Rules and Regulations. You may not use the home or the premises as a short-term rental. This includes, but is not limited to, AirB&B and VRBO.

23. **INDEMNITY AND HOLD HARMLESS.** You agree to indemnify, defend and hold us, the Landlord and the Community harmless of and from any claims, loss, damage, injury or breach of contract, of whatsoever kind or nature (including attorney fees, costs and expenses) resulting from your actions or failure to act and of and from the actions and failure to act of your agents, employees, family members, Occupants or Guests.

24. **RESIDENT RISKS.** You understand and agree that the variables inherent in a Manufactured Home investment include, among others, risk of obsolescence, changes in demand, location, manufactured home maintenance, wear and tear, age, technological advances, interest rates and terms, economic climate and development, neighborhood changes, and many other factors. The value of your Manufactured Home will most probably decline in the future. You further understand that the law allows you to terminate this Lease at any time and move the Manufactured Home out of the Community to another location with 30 days' prior written notice. In consideration of this Lease, you waive, discharge, release and hold harmless us, the Landlord and the Community of and from any and all claims, damages, liabilities, and judgments resulting from or arising out of economic loss, diminution in market value, or depreciation of your Manufactured Home, accessory structures, equipment, or other improvements, including lack of future demand therefor. Your waiver includes waiver of any claims or losses resulting from or arising out of our refusal to approve any purchaser of the Manufactured Home as a resident of the Community or our lawful exercise of any of our rights hereunder or under any local, state or federal statute, law, ordinance, rule or regulation. You agree that we will not be liable and assume no responsibility should a dealer, bank/lender or other person remove the Manufactured Home from the Premises with or without our knowledge and/or consent.

The Community only provides moderate-cost housing opportunities. We do not warrant or represent that your Manufactured Home will appreciate in value or that we will take any steps to preserve or enhance the value of your Manufactured Home.

25. **HOLDING OVER.** If you remain in possession of the Premises with our permission after expiration of the term of this Lease including, without limitation, expiration of the term established by a valid Resident election per C.R.S. § 38-12-213(4)(b), and have not executed a new Lease Agreement, your continued possession shall be deemed a month-to-month tenancy terminable

in accordance with the provisions of Colorado law and subject to the terms of this Lease.

26. **MEDIATION.** You and we agree that before you bring any claim or charge against us, the Management, Landlord or the Community, or before you assert any counterclaim against us, the Management, Landlord or the Community, that you will first try, in good faith, to settle your claim, charge or counterclaim 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.

27. **OPPORTUNITY TO REMEDY.** We will NOT be in default of any of our obligations to you until after you have given us notice of any alleged default. You agree to give us immediate written notice of any alleged default detailing what you believe we need to do in order to fulfill our obligations. Your notice must be specific and clear and must be mailed to us (paragraph 21) 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 matters raised in your notice within the time allotted, we will have no liability whatsoever to you for any expense, cost, injury or damage to you. If you fail to promptly give us written notice of an alleged default, or if you fail to give us reasonable opportunity to address the alleged default(s), we will have no liability to you for any expense, cost, damage or injury you suffer. If we fail to address your allegations within a reasonable time after receipt of the notice, but not less than 90 days, your claim(s) will then be subject to mediation under paragraph 26 of this Lease.

28. **NON-LIABILITY OF MANAGEMENT.** Our obligations under this Lease do not constitute personal obligations of our, the Landlord's or the Management Company's individual employees, representatives, agents, partners, directors, officers, shareholders, members or managers. You agree to look solely to the Premises and to none other of our, the Landlord's or of the Management Company's assets for satisfaction of any liability in respect to this Lease. You will not seek recourse against our, the Landlord's or the Management Company's individual employees, representatives, agents, partners, directors, officers, shareholders, members or managers, or against any of their personal assets for satisfaction of any debt owed to you. You agree to look solely to the Premises in this regard.

29. **NO ACCORD AND SATISFACTION.** The receipt and retention by us of any payment tendered by you in connection with this Lease shall not constitute an accord and satisfaction, notwithstanding any accompanying statement, instruction or other assertions to the contrary, unless we expressly agree to an accord and satisfaction in a separate writing which we have signed. We may receive and retain any and all payments so tendered, notwithstanding any accompanying instructions by you to the contrary. We are entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due to us in such amounts and in such order as we may determine in our sole discretion.

30. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of all existing mortgages or trust deeds and to all mortgages and trust deeds which hereafter may be made a lien on the Premises. You agree to execute and deliver such further instruments subordinating this Lease as requested by any mortgagee and/or us, and you appoint us your attorney in fact, irrevocably, to execute any such instruments for you.

31. **NOTICES.** All notices required or permitted under the terms of this Lease (other than notices prescribed by statute which shall be effective as provided by Colorado law), must be in writing and shall be effective upon (a) personal delivery to the respective party, or (b) one (1) calendar day following depositing the same in the United States Postal Service, postage prepaid. Your address, for purposes of receiving notices, shall be the address of the Premises. In addition to the above, personal delivery to you can be accomplished by posting such notice on the Premises. Notices of default given by you to us must be sent to both the on-site manager and to Cottonwood Springs Holdings, a Limited

Liability Company at the addresses set forth in paragraph 21 above. All other notices to Landlord shall be sent only to the on-site management office at the Community. Legal notices shall be served at the Premises as required by Colorado law, and any agreement to provide notice elsewhere shall be ineffective.

32. **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.

GARFIELD COUNTY LAND USE AND DEVELOPMENT CODE:

- i. 7-303 Landscaping Standards
- ii. 7-703 Manufactured Home Park

33. **CRIME FREE COMMUNITY.**

a) If Resident or any occupants are charged or convicted of a felony during the term of this Lease or any subsequent renewal or month-to-month tenancy, said charge/conviction is grounds for immediate termination of the Lease. Serious criminal activities, for which a Tenant may or may not have been charged, may also be grounds for termination as set forth by law. Additionally, Resident, any members of the Resident's household, guest, or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity and criminal sexual activity on the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance. It also includes possession, growth or sale of cannabis or marijuana plants or products. "Criminal sexual activity" means an activity of a sexual nature as defined by any state statute or local ordinance regardless of whether said activity is considered misdemeanor or felony. Additionally, Resident, any member of the Resident's household, guest or other person under the Resident's control who is listed on any state Sex Offender Registry shall not be allowed on said Premises for any reason.

b) Resident, any member of the Resident's household, guests or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity.

c) Resident or member of the Resident's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.

d) Resident, any member of the Resident's household or a guest, or another person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location within the Community.

e) Resident, any member of the Resident's household, guest or another person under the Resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, within the Community or any breach of the Lease Agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, and/or its agent or other Resident or involving imminent serious property damage.

f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation, of any of the above provisions shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation may be good cause for immediate termination of the Lease.

34. MISCELLANEOUS.

(a) Our waiver of, or our failure to take action because of any breach of a term, covenant or condition contained herein or because of the violation of any Community Rule or Regulation shall not in any way sanction any subsequent breach or violation. Our acceptance of Rent after a breach by you shall not be a waiver of that breach. All of your covenants herein and in the Rules and Regulations, and all of our rights to enforce them shall survive the expiration and/or termination of this Lease.

(b) In any action or proceeding to enforce the Lease or the Rules and Regulations, or in any action or proceeding in which we defend against any claim, counterclaim or charge by you, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses. If a collection agency is hired to recover any amounts due to us by you, then reasonable collection costs, including attorneys' fees, shall be awarded to the prevailing party. The prevailing party in any appeal shall also be awarded its attorneys' fees, costs and expenses incurred in those proceedings. We shall be entitled to an award of our attorney fees incurred in any bankruptcy proceeding you may file or have filed against you. Our attorneys' fees, costs and expenses are due and payable by you as additional Rent.

(c) Time is of the essence in this Lease. Each provision of this Lease is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the legality and enforceability of all other provisions shall not be affected.

(d) We may reasonably amend the Rules and Regulations which are a part hereof, upon sixty (60) days' written notice to you, or as otherwise required by the Colorado Mobile Home Park Act. You acknowledge that this Lease taken together with the Rules and Regulations of the Community, constitutes the entire agreement between the parties regarding the rental of the Premises. All negotiations or stipulations which preceded or accompanied the execution of this Lease and the Rules and Regulations are conclusively deemed to have been superseded by this Lease and the Rules and Regulations. All files and information provided to and/or kept by us with respect to you and your tenancy are our sole property.

(e) Neither this Lease, nor the Premises, nor the tenancy in Community may be assigned by you without our prior written permission, which permission may be withheld in our sole discretion for any reason or for no reason. **You may not sublet the Premises.** For the purposes of this prohibition, the term "sublet" shall include renting the Manufactured Home, or any portion thereof, a lease with an option to purchase or any other arrangement whereby you attempt to transfer any interest whatever in either the Premises or the Manufactured Home. Any assignment or subletting by you in violation of this paragraph will be null and void and shall be considered a material breach of this Lease for which we may elect to terminate the Lease. Except as limited by the prohibitions against assignment and subletting herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns and successors in interest.

(f) You agree by signing this Lease that you have carefully inspected the Premises, the surrounding neighborhood, and all of the Community's services and facilities and have found them to be acceptable, in good repair, and you accept them as they are. You have completed your own investigation of the Community, the neighborhood, and the Community's services and facilities, if any, and have not relied upon any representation by us or by any of our agents in making your decision to enter into this Lease. By our execution of the Lease and the Rules and Regulations, we are not representing or warranting that the Manufactured Home, the Premises or the Improvements comply with relevant law or the Community Rules and Regulations, or that we have inspected them for that purpose. You have relied solely upon your own investigations in this regard.

(g) You agree that the Rules and Regulations of the Community (as the same may be modified or amended from time to time) are an integral part of this Lease Agreement and are incorporated herein by this reference. A default under the Rules and Regulations shall be a default under this Lease. In the event of a conflict between the provisions of this Lease and those contained

in the Rules and Regulations of the Community, the provisions contained in the Rules and Regulations of the Community shall govern.

(h) In the event that this Lease is signed as Resident by more than one person, then the liability of the persons signing shall be joint and several. Your promises, covenants and agreements contained in this Lease and in the Rules and Regulations shall survive the termination of this Lease. ***Whenever by the terms of this Lease, our approval or consent is required, our approval or consent may be withheld in our sole and absolute discretion.*** Every reference to you in this Lease includes you and your agents, contractors, invitees, licensees, guests, other occupants, representatives, heirs, successors and assigns.

(i) At all times during the term of the Lease (and all renewal terms), you agree to maintain in full force and effect a mobile home insurance policy, with a public liability endorsement covering your use, activities and liabilities on the Premises, having singly or in combination limits not less than \$100,000.00. This policy shall name us as an additional insured, and loss payee. Upon request, you shall provide us with a certificate of insurance evidencing that the insurance required under this Agreement is in full force and effect. To the extent any loss or injury suffered by you is insured under any insurance policy(ies) (regardless of who pays the premium), you waive all claims and damages you may have against us as a result of such loss or injury to the extent of the insurance policy limits. Moreover, you agree that all insurance policies that this Lease requires you to maintain shall contain a waiver of subrogation in our favor. We do not carry any insurance which covers you, your Occupants or Guests, or that covers your Personal Property.

(j) **Right of First Refusal.** In consideration for Landlord's willingness to lease the Premises to you, if during the term of the Lease or any extension term you receive a bona fide offer to purchase your Manufactured Home, which you accept, or if it is your intent to enter into an agreement for the sale of the Manufactured Home, you shall give us written notice of the offer by providing us with a copy of the offer (which must include the purchase price and the terms of the sale), and the name, address and telephone number of the prospective purchaser ("**Notice**"). You agree to inform any prospective purchaser that we have a right of first refusal and that any sale to them is subject to our prior right. Upon receipt of the Notice, we shall have the option, in our sole discretion, to purchase the Manufactured Home upon the same terms and conditions as those contained in the offer. If we elect to purchase the Manufactured Home, we must notify you of that decision in writing sent by regular U.S. mail, postage pre-paid, to you at the Premises or by personal delivery within five (5) business days of our receipt of the Notice. Our Notice to you shall be effective upon mailing or upon personal delivery. If we do not give you notice of our election to purchase the Manufactured Home within five (5) business days after we receive the Notice, you may proceed to sell the Manufactured Home upon the terms and conditions set forth in the Notice, and in strict compliance with the Lease and the Rules and Regulations of the Community. Nothing herein requires us to pay any brokerage, finders or other fees or costs related to the marketing and/or sale of the Manufactured Home. The right of first refusal continues to be effective and enforceable throughout the term of the Lease for every offer that is received and accepted by you during the term.

(k) The use, possession, cultivation, growth, manufacture, delivery, dispensation, promotion, storage or sale of marijuana, marijuana-related products, and the use, possession, cultivation, growth, manufacture, delivery, dispensation, promotion, storage or sale of any drug (including, without limitation, any synthetic drug) or other substance which is illegal under either local, state or federal law in the Manufactured Home, on the Premises or in the Community are strictly prohibited, as is the manufacture, promotion, sale, dispensation, storage or use of drug-related paraphernalia, and shall constitute a material breach under the terms of, and are agreed to be grounds to immediately terminate your Lease.

(l) **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.**



(m) In the event the Resident seeks protection under the federal bankruptcy law or is otherwise determined to be a debtor under the federal bankruptcy law or other law affecting creditors' rights, Resident must provide Community with at least five (5) days prior written notice of such action or determination.

(n) It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Colorado. This lease agreement shall be interpreted consistent with the Colorado Mobile Home Park Act, as amended, and all other applicable provisions of Colorado law, and the applicable municipal code.

**(o) SECTION 24-34-502 (1) PROHIBITS SOURCE OF INCOME DISCRIMINATION AND REQUIRES A NON-EXEMPT LANDLORD TO ACCEPT ANY LAWFUL AND VERIFIABLE SOURCE OF MONEY PAID DIRECTLY, INDIRECTLY, OR ON BEHALF OF A PERSON, INCLUDING INCOME DERIVED FROM ANY LAWFUL PROFESSION OR OCCUPATION AND INCOME OR RENTAL PAYMENTS DERIVED FROM ANY GOVERNMENT OR PRIVATE ASSISTANCE, GRANT, OR LOAN PROGRAM.**

UNDERSIGNED RESIDENT(S) HAVE READ THIS LEASE THOROUGHLY AND BY SIGNING YOU ACKNOWLEDGE AND AGREE TO ALL ITS TERMS AND CONDITIONS. FURTHER, THE UNDERSIGNED ACKNOWLEDGE THAT WE ADVISE YOU (S) TO HAVE YOUR OWN LEGAL COUNSEL REVIEW THIS LEASE AND PROVIDE YOU WITH ADVICE CONCERNING THE TERMS CONTAINED HEREIN.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RESIDENT:**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

**LANDLORD:**

**Cottonwood Springs Holdings, LLC**

By: \_\_\_\_\_  
Resident Manager

**Additional persons who will reside in the above Manufactured Home** (No signature required, print name):

OCCUPANT (Full Name)

OCCUPANT (Date of Birth)

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**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.