

Community Standards

Rules & Regulations

Animas View MHP Cooperative

A Resident Owned Community

Owned and operated by: Animas View MHP Cooperative, Inc.

Introduction

We wish to welcome you to our community. As a cooperative we have the opportunity to support our shared values of mutual collaboration, respect, consideration and to have everyone take ownership in this community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

Members of Animas View MHP Cooperative

IMPORTANT NOTICE:

THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU SIXTY (60) DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN OCCUPANCY AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, AND DO NOT DAMAGE COMMUNITY PROPERTY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN FIVE (5) DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY CHOOSES TO EVICT YOU, IT MUST GIVE YOU ADVANCE NOTICE IN ACCORDANCE WITH C.R.S. §38-12-200.1 *ET. SEQ.* THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE, SUBJECT TO THE BYLAWS GOVERNING THE COMMUNITY PROVIDED THE BUYER AND THEIR HOUSEHOLD MEET THE RULES OF THIS COMMUNITY AND APPLIES TO BECOME AND IS ACCEPTED AS A MEMBER OF THE COOPERATIVE. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

Note:

- 1) Any reference to the rules being ‘grandfathered in’ expires when the home comes under new ownership.
- 2) Any reference to Management in this document refers to Board of Directors and Park Manager
- 3) Any complaints about any of these rules should be filed with Management

I. GENERAL RESPONSIBILITIES

1) The Cooperative is responsible for:

- All underground utilities (SEWER, WATER, DRAINAGE) (GAS, ELECTRICAL) to the outside perimeter of the home
- Snowplowing of roads and Cul de Sacs
- Maintenance of roads and common areas
- Trees
- Utility Poles
- Enforcing the Community Rules of the Cooperative
- Trash, Recycling and Internet and Cable services
- Signage around refuse bins
- Signage for speed limit
- Directional signs for lot locations (On the 4 main entrances)

2) The homeowner is responsible for:

- Hooking up to utilities and maintaining connections
- Internal plumbing and repairs, and all outside repairs within the outside perimeter of the home.
- Upkeep of their lot
- The care, maintenance and snow removal of their own walk-ways and driveways.
- Obeying community rules
- Payment of lot rent on time
- Prominently displaying the lot number on the front of the home for emergency location (911)

- All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Cooperative.
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot, except for tree damage, which is Coop responsibility.
 - 4) Homeowners are strongly urged to carry homeowner's insurance.
 - 5) The speed limit in the community is Ten (10) MPH.
 - 6) Firearms, paintball guns, air rifles, bows and arrows, slingshots, bb guns, other forms of weaponry or sporting equipment capable of firing dangerous projectiles, or fireworks may not be discharged anywhere in the community

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, occupancy is limited to immediate family of the owner; all others must be approved by the management. Occupants other than family who were approved by previous management will be grandfathered in. All occupants, including family members moving into any home on site, must apply and be approved for occupancy. All occupants must be disclosed to Management.
- 2) Notify the Management if there are any additions of occupants in your home that exceeds 30 (thirty) days. If any occupant resides in the home longer than 30 (thirty) days then they are considered as a resident and are required to follow all resident application processes as outlined by these rules, and required by the Management. In all cases, the total number of occupants shall not exceed the Cooperative's guidelines as outlined in item #1 under OCCUPANCY. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the Cooperative's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
- 3) All lot rents are due on the first (1st) day of the month. There is a one time twenty (\$20.00) dollar late charge for rent received after the 5th day of the each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$5.00 over the current bank fees per check. No re-deposits will be made.
- 4) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Management. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Cooperative as a condition of allowing the home to remain in the community. Rent to own or owner financing is allowed with written notification to and approval by the Management.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual; provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in

the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an “Eligible Loan” (as defined by Colorado law, or directly from the holder of an Eligible Loan, shall be exempt from any “low income” requirement.
 - Notwithstanding rights of the Cooperative under applicable Colorado law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative’s lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.
- a) For sales of homes:**
- i) The written notice of sale will contain the selling agent’s name, telephone number, email address and physical address. This will be provided to the Management.
 - ii) If the purchaser desires an inspection of the home as a contingency of the sale, it must be done in compliance with Colorado law.
- b) For removal of homes:**
- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The vacated lot is to be cleaned of any and all trash, debris, and hazards, outbuildings in disrepair, and broken glass. Any hazardous waste and excessive personal items must be taken to the City waste disposal to avoid improper and excessive dumpster use.
 - iv) Sheds/ outbuildings in good repair and included in the sale of the residence may remain on site with approval of Property Management.
- c) For homes to be moved in:**
- i) The Management requires written approval of all new and used homes prior to delivery.
 - ii) The Management reserves the right to inspect and view any used home, prior to being accepted into the Community.

This shall be done either in person, or, if the home is at such a distance as to make physical in-person viewing untenable, then viewing via well lit, unaltered video of both the inside and outside of the home under consideration may be accepted before moving into the community, or a legitimate inspection report.- The board will decide what is necessary for the approval of a used home being moved into the MHP.

- iii) If required by local, state or federal regulations, the regulating authority must first approve the age and condition of the home.
 - iv) All work must meet the minimum standards set by [state law].
- 5) Only those in-home businesses that do not create additional traffic, noise, odor, hazardous waste, or excessive dumpster use in the community are allowed.
 - 6) The Sewer system, including all sinks, tubs, showers and toilets are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a Cooperative Member, you are an owner of our systems and premature failure of the sewer is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
 - 7) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. It is recommended that you inspect and plug them in each year in the fall. The Cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Cooperative/Association's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.-
 - 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
 - 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
 - 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is an illegal-drug free Community. Use, sale, manufacture or distribution of illegal drugs in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
 - 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM .
 - 12) **Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" standards as published by the Colorado Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the**

same manner as rents under Colorado law. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

- 13) Outdoor lighting attached to the home should be turned off after 11 pm unless homeowner or resident is out for the evening. Please be mindful of the dark sky initiative, and lighting that shines on your neighbor's home. It is suggested that all outdoor lighting should be downcast and shaded from the sky as well as blocked from shining on the neighbor's home.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted or stained and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as permanent stairs. All outside doors must have stairs in good repair with hand railing on opening side and in accordance with the town's building code.
- 4) A maximum of 2 utility buildings are allowed with management approval. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) Must have Management approval
 - b) Sheds must not be blocking utility lines
 - c) may not exceed 120 square feet
 - d) roof is pitched
 - e) doors and windows stay in good repair and are able to be closed
 - f) Utility buildings must be maintained in good condition, neat and properly painted
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, decks and carports, are to have prior written approval by the Management who must sign the Permit Request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file. Building and construction projects should be completed and the site cleaned up within 30 days unless an extension is requested and approved by Management.
- 6) Pools and trampolines are strictly prohibited!! Kiddie pools can be used with adult supervision at all times. The pool must be emptied when no adult is available to monitor it for safety. Hot tub covers must be secured so children cannot access unsupervised.
- 7) Commercial signs are not allowed.
- 8) On-site digging requires prior notification to and approval from Management and relevant utility companies.

IV. SITES

- 1) Clotheslines are permitted as long as they are not facing the street side of the residence. They are also not to be attached to trees, any neighbor's property without permission, or to any publicly used structure.
- 2) Garbage removal is the homeowners responsibility; containers for garbage should never be stored outside. Dispose of all garbage in the dumpster provided on the premise. No electronic equipment should be put in the dumpsters; they should be recycled at the City recycle center. No household items such as furniture, clothes, bicycles or toys should be left around the dumpsters or on common ground in the community. At no time is it acceptable to place your household waste/garbage on the ground or on the top of the dumpsters. Notify management of full/overflowing dumpsters so additional pickups can be made. The MHP is charged \$75 by the city if trash is on top of or left around the dumpsters.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. All bagged yard waste (leaves and grass) should be put in the dumpster, until other solutions are arranged.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative and pet containment purposes only and no higher than 4 (four (4) feet. No lot perimeter fences are allowed. (Covering the front of the home) The Management has final approval on all fences.
 - a) Fences should be constructed so that utility workers and emergency responders can access the property safely.
 - b) Fencing shall not interfere with traffic visibility.
- 7) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! Colorado 811, Utility Notification Center of Colorado regulations apply.
- 8) Prior written approval by the Management for planting, trimming and replacement of all trees is required.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.

- 2) Residence parking spaces are limited to what is currently available on each lot. There is no parking on lawns. Guest/ Temporary parking is allowed on the streets as long as it does not block snow plowing, emergency vehicles, or the flow of traffic. There should be no parking on the 4 main entrance roads into the MHP.
- 3) Please refrain from parking on all roadways within the park during snowstorms or if snow is forecast in the weather.
- 4) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community.
- 5) There is to be no racing or inappropriate use of any vehicles in the community.
- 6) The speed limit is ten (10) MPH.
- 7) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

VI. ANIMALS

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is required.
- 2) Placement of farm and wild animals on any cooperative property is not allowed.
- 3) There is a limit of 2 pets per residence, those with more than 2 pets who were approved by previous management will be grandfathered in, and no additions beyond the 2 permitted.
- 4) No dogs may be staked, tied, chained or left outside the home unattended. A responsible person must be available while the dog is outside the home.
- 5) Dog rules:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Permitted dogs will either be restricted to their lot, a fence or walked on a leash. A barking dog must be attended to immediately; at no time is continuous barking allowed.
- 6) Cats roaming freely must be identifiable by a collar; a breakaway collar is preferred to avoid injury or trapping hazards to the cat. The addition of a bell is required to reduce the killing of birds. Any damage to property by a roaming cat or loose dog is the responsibility of the animal's owner.
- 7) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

- 8) Residents may apply for an exception to the “VI. Animal section of the Community Rules” by submitting a Request for A Reasonable Accommodation.
- 9) The feeding of stray, feral or wild animals is prohibited; bird feeders are the exception.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to Management.

VIII. ATTORNEY’S FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In the event the homeowner prevails in said action, the homeowner shall be entitled to actual economic damages and reasonable attorney fees and costs. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

X. LIABILITY AND INDEMNITY

The Cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner’s occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Cooperative shall not be liable for any damages due or occasioned by or from the home owners structures related to plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises, Nor for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Cooperative

and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of Cooperative, homeowners hereby release Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by Cooperative under conditions of these rules and regulations or the laws of the State of Colorado.

Note:

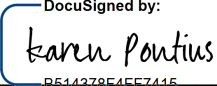
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Total 10 Pages Approved on May / 2nd / 2021 10

by the Membership

The foregoing is a true and accurate account, attested by,

DocuSigned by:

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 Karen Pontius, Secretary, Animas View MHP Co-op