

**Animas View MHP Co-op
A Resident Owned Community
Owned and operated by: Animas View MHP Co-op
288 Animas View Drive, Durango, CO 81301
P.O. Box 4585, Durango, CO 81302**

**Third Amended and Revised
Community Standards Rules & Regulations**

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 Co-op

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 TEN (10) 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.

Notes and Definitions:

- 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 the Property Manager (PM). The Park is governed by the members through the Board of Directors, who are volunteers selected through the process as described in the Bylaws, Article VI.
- 3) The term "Park" refers to the Animas View MHP Co-op.
- 4) Community or Common Property shall be defined as co-op owned property that is not part of a defined mobile home lot (Roads, Roadsides, Greenspace Areas, including berms, and Land leased from the D&SNG Railroad, etc.)
- 5) Any complaints about any of these rules are to be sent in writing to Management.
- 6) These rules are subject to annual review by the Rules Committee and any changes will be brought before the members to vote on at the Annual Meeting.

I. GENERAL RESPONSIBILITIES

A. The Cooperative is responsible for:

1. All underground utilities (SEWER, WATER, DRAINAGE) to the connection point on or at the mobile home itself.
 - a. Electric Service Provider to pedestal connection on the lot space;
 - b. Gas Service Provider to connection point on the lot space
2. Snow Plowing of roads and Cul de Sacs
3. Maintenance of roads and common areas
4. All Trees within the Park
5. All landscaping of common property within the Park
6. Enforcing the Community Rules of the Cooperative
7. Trash and Recycling, but Residents pay a monthly trash fee.
8. Basic Internet and Cable service is included with rent, but the provider is responsible for maintenance issues or other problems.
9. Signage around refuse bins
10. Signage for speed limit
11. Directional signs for lot locations

B. The homeowner is responsible for:

1. Connecting the homeowner's home to the utility and maintaining the connection.
2. Internal plumbing and repairs, and all outside repairs within the exterior perimeter of the home.
3. Upkeep of their lot to the lot perimeter, whether inside or outside fenced areas.
4. The care, maintenance and snow removal of their own walk-ways and driveways.

5. Obeying community rules.
 6. Payment of lot rent on time.
 7. Payment of monthly water and sewer usage and trash services, as specified on the homeowner's invoice.
 8. Prominently displaying the lot number on the front of the home for ease of location by emergency services.)
 9. 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.
- C. All homeowners are responsible for any damage, injury or loss occurring in their homes and on their lot. Homeowners should immediately report any tree damage to the Property Management.
- D. Homeowners are strongly urged to carry homeowner's insurance.
- E. **The speed limit in the community is Ten (10) MPH.**
- F. 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

- A. All housing units are to be owner-occupied, which may include immediate family members over the age of eighteen (18) that are also included on the Occupancy Agreement. No home 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 the immediate family of the owner; ALL occupants (extended family, housemates, or roommates) must be approved by the Management prior to moving in. Occupants other than family who were approved by previous management will be grandfathered in. All occupants, including extended family members moving into any home on site, ***must apply and be approved for occupancy by Management***. All occupants must be disclosed to Management.
- B. Notify the Management if there are guests in your home that exceed 30 (thirty) non-consecutive days in any 12-month period. If any occupant resides in the home longer than 30 (thirty) non-consecutive 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 #A 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 over the age of 18 must meet the Cooperative's Criminal Background Criteria. Occupancy may NOT exceed more than two occupants per the number of bedrooms in the home.
- C. All lot rents are due on the first (1st) day of the month. There is a one-time forty (\$40.00) dollar late charge for rent received after the 10th day of each month. Rent may be paid by check or with credit card through the portal: AppFolio.com. Cash will not be accepted. A returned check fee will be assessed \$5.00 over the current bank fees per check. No re-deposits will be made.

- D. Only those in-home businesses that do not create additional traffic, noise, odor, hazardous waste, or excessive dumpster use in the community are allowed.
- E. 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, biohazard material, or anything else that could clog a sewer line. 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.
 - 1. If you have a sewer drain problem, call Property Management first. If you do not and it's the Park's responsibility to repair, you could be liable for all or some of the work your plumber does, even if it is the Park's responsibility.
- F. 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. *Heat tape must be installed all the way to the point where the pipe comes out of the ground.* It is recommended that you inspect and plug heat tape in each year in the fall. (Be aware of the following: A major cause of mobile home fires is that heat tape is incorrectly installed. Do not wrap heat tape so that it crosses on top of itself.) 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'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.
- G. 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.
- H. Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited. 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.
- I. 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.
- J. 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.
- K. Outdoor lighting attached to the home should be turned off after 11 PM unless the 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 your neighbor's home. Consider installing a motion sensor light for additional safety concerns.

III. SELLING or REMOVAL of HOMES

- A. 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 may result in 30 days additional lot rent to be assessed, if necessary, to compensate for actual losses incurred by AVMHP for the homeowner's failure to give notice. In either case, the homeowner is responsible for advising any potential buyers that sale is conditional on application and membership approval and 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.
- B.** In addition to any other sale posting by the homeowner, any home for sale in the Park shall have a "For Sale" notice and/or the MLS Flyer posted at the Cooperative's Bulletin Board at the mailbox kiosk and be listed on the Park's webpage at <https://www.animasviewmhp.coop>. Property Management can instruct on how to get listing on the website.
- C.** For a period of thirty (30) days following the listing of the home for sale, 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.
- D.** A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the Area Median Income ("AMI") in La Plata County as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- E. The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:**
1. 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.
 2. 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.

E. For sales of homes:

1. 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.
2. If the purchaser desires an inspection of the home as a contingency of the sale, it must be done in compliance with Colorado law.

F. For removal of homes:

1. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
2. In addition, a permit is required from La Plata County's Building and Engineering Departments to remove a home from the park. A copy of the permit to remove should be given to the Management prior to removal.
3. 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 or County waste disposal to avoid improper and excessive dumpster use.
4. Sheds/ outbuildings in good repair and included in the sale of the residence may remain on site with approval of Property Management.

G. For homes to be moved in:

1. The Management requires written approval of all new and used homes prior to delivery.
2. 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.

3. If required by local, state or federal regulations, the regulating authority must first approve the age and condition of the home.
4. All work must meet the minimum standards set by Colorado state law and City and County Building Codes.

IV. BUILDING AND STRUCTURES

- A. 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.
- B. 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.
- C. Concrete blocks are not acceptable as permanent stairs. All outside doors must have stairs in good repair with hand railing on the opening side and in accordance with the City of Durango building code.
- D. 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:
 - 1. Must have Management approval
 - 2. Sheds must not be blocking utility lines
 - 3. may not exceed 120 square feet
 - 4. roof is pitched
 - 5. doors and windows stay in good repair and are able to be closed
 - 6. utility buildings must be maintained in good condition, neat and properly painted
- E. Before any construction or installation begins, all buildings, additions, porches, sheds, towers, children's play facilities, fences, decks, and carports, are to have prior written approval by the Management 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 City of Durango building permit is to be given to the Management before work begins, which will be placed in the homeowner's file. Building and construction projects shall be completed, and the site cleaned up within 30 days unless an extension is requested and approved by Management. If written approval is not obtained from Management prior to construction of the addition, the homeowner may be required to remove the addition. Lack of approval by Management may require removal of the improvement.
- F. Pools and trampolines are strictly prohibited!! Kiddie pools may be used so long as there is adult supervision while in use. The pool must be emptied when no adult is available to monitor it for safety. All hot tubs must be covered when not in use. All hot tub covers must be secured. Hot tub covers must be secured so children cannot access unsupervised.
- G. Commercial signs are not allowed. Displays or signs of any kind, on any community or private property containing profanity, obscenity, or vulgarity are not permitted within public sight at any time.
- H. On-site digging requires prior notification to and approval from Management and relevant utility companies. Call 811 for assistance in locating utility lines. If utility lines are damaged when Management approval has not been obtained, repairs are at the expense of the Resident.

V. SITES

A. Homeowner Sites

- 1. Clotheslines are permitted as long as they are not facing the street side of the residence.

Clotheslines may not be attached to trees, and public structure or to a neighbor's property without that neighbor's permission. 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 homeowner's responsibility; **containers for home garbage should never be stored outside.** Dispose of all garbage in the dumpster provided on the premises. No electronic equipment shall be put in the dumpsters; they shall be recycled at the City recycle center or other appropriate disposal or recycling site. This also applies to hazardous wastes, including paint products, tires, pesticides, batteries, and anything that is considered hazardous by regulatory agencies.

At no time is it acceptable to place household waste, garbage, furniture, clothes, bicycles, toys, or any other items that do not fit in dumpsters on the ground or on top of the dumpsters. You can be fined for leaving items around the dumpsters. The Park provides "roll-off dumpsters" in the Spring and Fall to help residents dispose of larger items.

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) shall be put in the dumpster unless the Co-op notifies the community of special services.
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:**
 - a) Fences may be used for decorative and pet containment purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. (Covering the front of the home) Any new fence construction requires prior approval of Management.
 - b) Fences shall be constructed so that utility workers, Management, and emergency responders can access the property safely and shall not interfere with traffic visibility. As a courtesy, if prior notice is at all possible, notices will be provided to residents.
 - c) Fencing shall not interfere with access to an adjacent mobile home without written permission and prior approval by Management.
7. Per the Code of Colorado Regulations 6 CCR 1010-12, a mobile home shall not abut less than ten (10) feet from its longest side or three (3) feet on its shortest side respectively to a mobile home, building, fence, or other obstruction.
8. All other applicable regulations and laws governed by the City, State and/or other regulatory agencies shall apply to the Park, all residents, and all mobile home lots. Management reserves the right to enforce these applicable rules, regulations, and laws.

9. 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 anything that might impact gas, water, sewer or electrical lines! Call 811, Colorado Utility Notification Center of Colorado regulations apply.

B. Community (or Common) Property Sites

1. Any objects donated to the Park must first be approved by the BOD prior to placement and installation of objects.
2. The BOD reserves the right to deny placement of or remove any objects in the Park for any reason at any time without prior notice.
3. Objects donated to the Park will automatically become permanent property of the Animas View MHP Co-op
4. Maintenance and upkeep of such objects approved by the BOD shall be the responsibility of the Park.
5. Liability of such objects placed in the Park shall fall under Park liability insurance.
6. Placement of donated objects within the Park and approved by the BOD will be intended for the use and enjoyment of all Park residents and their guests.
7. Objects approved by the BOD and placed in the Park may not be moved or altered in any way without prior approval of the BOD.
8. Displays or signs of any kind, on any community or private property containing profanity, obscenity or vulgarity are not permitted within public sight at any time.

C. TREES

1. Trees and shrubs in common areas and within individual lots belong to the Co-op.
2. Prior written approval by the Management for planting, major trimming and replacement of all trees is required.
3. No trees should be removed from your lot without prior permission, except:
Trees growing up the sides of homes or otherwise impinging on Lots with a diameter up to 5 inches at a point that is 4 ½ feet from the ground, or are nuisance trees such as Elm saplings.
4. If a resident would like a tree greater than four and a half (4 1/2) feet high removed from their Lot, they should contact the Property Manager.
The PM will contact the Landscape Committee who will evaluate the request and make its recommendations to the BOD.
5. Removal of mature trees without the permission of the Co-op may result in criminal and

financial consequences for destruction of property.

VI. VEHICLES

- A. Unregistered, non-operating, and/or un-inspected motor vehicles are not allowed in the community.
- B. 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.
- C. Vehicles that leak oil or other fluids must be repaired immediately or removed from the Park; any stains are to be cleaned up. The Vehicle owner is responsible for immediately cleaning any leaked fluids. [moved to VII]. [moved to VII]
- E. Motorized trail bikes, skimobiles, go-karts, and all-terrain vehicles are not to be used in the community.
- F. There is to be no racing or inappropriate use of any vehicles in the community.
- G. The speed limit is ten (10) MPH.**
 - 1. Residents may report speeding, dangerous, or reckless driving to the Property Manager and provide description of vehicle, license plate information, or photographs.
 - 2. Any tenant or their guests reported may receive notice of rule violation; subsequent violations may lead to fines or be terms for termination of lease.
- H. Be aware of adults, children, and animals using our streets for walking, playing, riding bikes, etc. and drive with caution as you approach intersections. [move to VII – Parking]

VII. PARKING

- A. 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.
- B. Parking in a manner that blocks the garbage or recycling trucks access to dumpsters is not permitted.
- C. No parking is permitted on the 4 main entrance roads into the MHP, nor may vehicles extend out into the main entrance roads if they are in designated parking spots along those roads.
- D. During the winter months, no parking is permitted along any roadway when winter conditions or snowstorms are in the forecast.
- E. In the summer months, the Park may consider using guest parking signs or other means to both discourage outside parking by visitors to Oxbow Park and Preserve but allow for some permissive use by members.

- F.** Parking along Animas View Drive between the Park entrance by #103 to the Park entrance by #4 is within the City of Durango's Right-of-Way:
1. Lots along Animas View Drive may not place NO PARKING or PRIVATE PARKING signs along their lot fence or mobile home, and we cannot prohibit non-resident vehicles from parking along that area provided they are not blocking a driveway (including 5 feet to either side of the driveway).
 2. Per City Code, vehicles on a public street or right-of-way have to move at least twenty-five (25) feet within a 10-day period or the vehicle may be tagged as an abandoned vehicle and subject to towing by the City of Durango.
- G.** Overnight parking of vehicles with a gross vehicle weight of over 20,000 pounds in the community requires prior written consent of the Management.

VIII. 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.

- A.** Pet animals are allowed in this community with restrictions. All pets must be immunized. Proper immunization is required. *Pet animal* means any species of animal which is sold or owned as a household pet, but shall not include wild animals, exotic animals, endangered species, threatened species or livestock as defined by the City Code of Durango, Colorado, ch. 4, § 4-1.
- B.** There is a limit of 2 pets per residence. Those with more than 2 pets who are approved by previous management will be grandfathered in. No additions beyond the 2 permitted.
- C.** All pets and animals must be under the owner's control at all times. Aggressive and vicious animals will not be allowed to remain in the community.
- D. Dog Rules**
1. Permitted dogs will either be restricted to their lot, a fence, or walked on a leash.
 2. A barking dog must be attended to immediately. At no time is continuous barking allowed.
 - a. Durango City Code considers Noisy Animals a Public Nuisance and owners may receive citations from law enforcement or an animal control officer may impound the offending animal if no other alternative is available for restoring the peace, comfort, safety, or health of the neighborhood.
 3. No dogs may be staked, tied, tethered, chained, or left outside the home unattended. A responsible person must be available while the dog is outside the home.
- E.** Cats roaming freely must be identifiable by a collar; a breakaway collar is preferred to avoid injury or trapping hazards to the cat.

F. Any damage to property by a roaming cat or loose dog is the responsibility of the animal's owner.

G. All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

H. The intentional or unintentional (leaving out trash) feeding of stray, feral or wild animals is prohibited. Bird feeders are the exception. Bird feeders can attract bears and proper precautions shall be taken when bears are active.

I. At no time may an owner, visitor or guest keep farm, exotic, and wild animals on Park Property.

IX. COMMUNITY RULES ENFORCEMENT POLICY & PROCEDURES

A. It is the responsibility of the Rules & Bylaws Committee to meet as needed on an annual basis to review and/or revise the Community Rules and present their recommendations to the BOD and for approval by the Membership at the Annual Meeting.

B. The Property Manager or BOD develops and carries out community rules enforcement policies and procedure for members and residents who are subject to a community rule violation.

C. Complaints of rule violations must be submitted in writing or made verbally by a member, registered occupant, or property management staff to the Management.

1. The person lodging the Complaint must provide their name to Management, but their name need not be revealed to the violator.

2. Complaints should be about factual rule violations only; use of derogatory or obscene language in a complaint is not acceptable.

3. Complaints should be submitted to the Property Manager via AppFolio, or by email, text, phone call, mailed to: PO Box 4585, Durango, CO 81302, or dropped into the payment slot on the front of the mailbox kiosk. Email: servicerep@animasviewmhp.coop

D. The PM will acknowledge receipt of all reports of rule violations in writing. The PM will send an acknowledgment to the person who made the complaint, thanking them for their concern.

E. The PM will investigate the Complaint in order to verify that a rule violation or issue has indeed taken place and notify the BOD if emergency violations must be addressed immediately.

F. As appropriate, the PM, once they have determined that a rule violation has occurred, will take one of three courses of action in accordance with the steps outlined below:

1. For minor rule infractions the PM will issue a “**Friendly Rule Reminder**”

2. For failure to comply with the terms of a Friendly Rule Reminder or repeated cases of rule violations, the PM will issue a **Notice of Rules Violation**.

a. The Notice of Rules Violation will not carry a financial penalty unless the rule

violation(s) have not been resolved within 14-days from date of Notice.

- b. After the 14-day period and the rule violation(s) have not been resolved, fines will be levied on the resident's next monthly invoice as follows:
 - i. The first fine will be \$25.00.
 - ii. If still unresolved, every 2-weeks another \$25.00 fine will be imposed.
 - iii. If the violation(s) continues for over 30-days, the resident may be subject to a Notice to Quit, Membership termination and possible eviction.
3. As permitted by Colorado Revised Statutes § 38-12-203(f), the Park may have cause to terminate a Member/Non- Member's Occupancy Agreement and pursue eviction in as little as ten (10) days.

Any eviction actions will follow Colorado Revised Statutes section 38-12-200.1, et seq and 13-40-101, et seq, as applicable and as may amended from time to time.

X. 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, which may then require approval by the BOD.

XI. ATTORNEY'S FEES AND COSTS

In any court dispute concerning the Occupancy Agreement or rental of the lot in general, the prevailing party may be awarded reasonable attorney's fees and costs."

XII. SEVERABILITY

Any provision of these rules deemed to be invalid or unenforceable shall render only that provision or rule unenforceable; the remainder of these rules shall remain in full force and effect. Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

XIII. 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 hold 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.

Animas View MHP Co-op Community Third Amended and Revised Rules & Regulations

Total **14** Pages Approved on **October 7, 2023**, by the Membership.

The foregoing is a true and accurate account, attested by



Karen Pontius, Secretary, Animas View MHP Co-op