

SMITH CREEK CROSSING MANUFACTURED HOME COMMUNITY RULES AND REGULATIONS

WELCOME! Thank you for joining our community, where we strive to maintain a community of satisfied Residents. We are committed to providing our Residents pleasant surroundings within a well-governed, peaceful, and attractive space within our Smith Creek Crossing Manufactured Home Community (the “**Community**”). These Rules and Regulations (“**Rules**”) apply to all Residents of the Community (each a “**Resident**” and collectively the “**Residents**”), and, as applicable, their guests. The Rules supplement the written lease agreement (“**Lease**”). These Rules were created to provide Residents with a written statement of the Community’s standards and procedures. Please read the Rules carefully. If you do not understand a particular rule, please ask your Community Management (“**Management**”) to explain it to you. Although these Rules cover a variety of subjects, it is, of course, impossible for them to cover everything Residents and guests are expected to do or not do. Therefore, the basic rules applicable to all Residents and guests is that they will: (i) behave reasonably and be respectful of the legitimate rights of others; (ii) not do anything to affect the rights of others unreasonably and adversely; and (iii) not do anything which may endanger anyone or their property. Communication is key to a thriving community, and Residents should always feel free to reach out to Management with any questions or to discuss any issues or concerns that may arise.

1. MANAGEMENT APPROVAL

All prospective Residents must complete a RENTAL APPLICATION before moving into the Community.

Prohibition on Subleasing: Residents shall not sublease or arrange for “house sitting” for the home or homesite, unless allowed in writing by Management pursuant to a written rental agreement or other written agreement, with any new Residents or long-term guests being required to complete the standard application process.

2. OWNER OF RECORD

The undersigned represents and warrants that it is the owner of the Manufactured Home and that their name appears on the Certificate of Title. All homes located in the Community must be titled by the State of Colorado and a copy of such title must be provided to Management.

3. RESIDENCY

Maximum occupancy within a manufactured home in the Community shall be as follows: Two (2) persons per bedroom. All occupants must be registered with Management. Any person residing within a home for more than seven (7) days in any sixty (60) day period will be considered a permanent occupant and must be registered with Management and will be subject to the standard application and approval process.

4. ACKNOWLEDGEMENT OF COMMUNITY RULES AND REGULATIONS

Prior to admission to this Community, each Resident must sign and acknowledge that they

have received and read a copy of the Rules as set forth herein, and any amendments thereto. All terms and conditions of the Lease are specifically incorporated herein, and Residents must comply with such terms and conditions as well as with these Rules. Resident agrees that they, as well as all other occupants of their home and all guests, will abide by the Rules and all state, county, and city/township laws and ordinances. Failure to comply with the Rules or other laws may result in the termination of tenancy as provided by law. These Rules do not create any additional rights or remedies on behalf of Residents or guests, but are intended to govern conduct in the Community and the use of Community facilities.

5. AMENDMENTS

Management may amend these Rules at any time and from time to time consistent with applicable law, without the consent of Residents. If and to the extent written notice to Residents is required to amend these Rules, such notice shall be deemed legally sufficient if posted in a conspicuous place in the Community, including, without limitation, on common area message boards or in the clubhouse. Subject to applicable law, new additions or amendments to these Rules will be effective sixty (60) days after written notice is served or posted. Additions and amendments will be considered a part of these Rules and will be enforced accordingly. The Rules, when effective, supersede all previous rules and supersede all prior oral representations concerning these Rules (whether made by Management or others), and cannot be amended except as provided by applicable law. At the Resident's request, Management will make the latest version of the Rules available to the Resident within a commercially reasonable time after such request is received.

6. ENFORCEMENT OF RULES AND REGULATIONS

These Rules are adopted for the benefit of all Residents. Accordingly, Management will make reasonable efforts to ensure that the Rules are enforced. Ignorance of any rule or regulation herein set forth cannot be accepted as an excuse. These Rules also incorporate by reference other rules concerning use of Community facilities, which are currently posted throughout the common areas of the Community.

A. Notice of Rule Violation. If a Resident violates these Rules, Management will notify the Resident in writing of the violation. In addition to the written notice, Management may contact the Resident by personal visit or telephone call. Under Colorado law, service is legally sufficient if a written notice is affixed to the main entrance of the home.

B. Remedies. Management reserves its right to enforce these Rules by any right and/or remedy available under the Lease, these Rules, at law, or in equity. All rights and remedies provided under the Lease and these Rules are cumulative, and the use of any one right or remedy shall not preclude or waive Management's right to use any or all other remedies, including, without limitation, as provided by law, statute, ordinance, or otherwise.

C. Termination of Tenancy. Subject to applicable law, and in particular, the Colorado Mobile Home Park Act, Colo. Rev. Stat. §§ 38-12-201 *et seq.*, in response to a Resident's violation of these Rules, Management may require a homeowner to sell the mobile home or remove it from the Community. Subject to statutory exceptions, in the event of such a violation, Management will serve a notice to quit and provide the Resident at least ninety (90) days after the date notice is

served. Except as provided by applicable law, Residents generally have a right to cure noncompliance within the ninety (90) day period after the date of service or posting of notice, which period runs concurrently with the ninety (90) day period during which the Resident is required to sell or remove the home. Rental payments and other obligations remain in effect during such ninety (90) day period. If Management seeks to terminate a tenancy for any violation described in Colo. Rev. Stat. § 38-12-203(1)(f), Management shall give the Resident at least ten (10) days after the date notice is served or posted to sell or remove the home, and such violation shall not be subject to any cure rights.

D. Waiver and Severability. If a Resident violates any of these Rules, and Management fails to exercise any of its rights under the Rules or under applicable laws, Management's failure shall not waive or otherwise excuse any future violation of such rule or law, or any violation of any other rule or law. If any term or provision of these Rules is invalid, or partially invalid, such invalidity shall not affect the validity of any other term or provision of these Rules.

E. Attorneys' Fees. In any legal action by the Community or any Resident, including, without limitation, litigation, arbitration, mediation, or similar adjudicatory proceedings, to enforce any right granted under the Lease, these Rules, or by law in connection with the Lease or these Rules, the prevailing party shall be entitled to recover all costs, expenses and fees, including, without limitation, reasonable attorneys' fees and court costs incurred in bringing or defending such action from the other party.

7. PAYMENT OF RENT/FAILURE TO PAY RENT

A. Rents must be paid monthly. Rental payments may be mailed, paid in person, or placed in the rent drop box located at the Office. Payment of rent may be made by personal check, money order, cashier's check, or certified check. Cash will not be accepted.

B. Rent is due and payable on the first (1) day of each month. Payments are considered late on the first day allowed under applicable law, currently ten (10) days after rent is due and payable. Late payment is subject to a late fee in the amount of fifty dollars (\$50.00) or five percent (5%) of the amount of the past due rent payment, whichever is greater. Failure to pay rent and late charges in full by the tenth (10) day of the month may result in a demand for payment of rent or possession.

C. A charge of twenty dollars (\$20.00) will be assessed to any Resident whose personal check is not honored for any reason, and, furthermore, shall be deemed to be rent and shall be collectable as rent. If payment is returned or not honored for any reason, the Resident must make rental payments by money order, cashier's check, or certified check (collectively, "**Certified Funds**") for a period of six (6) months after the first instance. At the expiration of the six (6) month period, if the Resident has paid all rent and other charges on a timely basis during that period, Management will once again accept the payment of rent by personal check; provided, however, that if payment is returned or not honored more than once in a Resident's rental history, the Resident will be required to make all subsequent payments by Certified Funds. Management may determine in its sole and absolute discretion whether to continue to require a Resident with a history of two or more returned payments to make rental payments by Certified Funds.

8. MANUFACTURED HOME INSTALLATION STANDARDS

All manufactured homes brought into the Community must comply with the rules and standards set forth by any applicable law or ordinance concerning appropriate installation of a home, and/or in accordance with the Manufacturer's written installation instructions. Additionally, all new and used manufactured homes must comply with the Home Specifications for the Community, as acknowledged and agreed to at time of purchase (copy of executed agreement attached hereto). No home shall be installed, or removed, from the Community without the supervision of Management. Consistent with normal park standards, used manufactured homes must have been manufactured on or after January 1, 2000, have clear title, and meet Community design review standards.

In addition to the above, the Community installation requirements and standards are as follows:

A. Each homesite shall have street address and/or home lot number clearly marked and at least three inches in height, on the front left end of the home as viewed from the street. These numbers must conform to any and all standards applicable to local emergency service providers, and must be at least six feet above ground level. The numbers shall not be stickers and must be black, white, or silver.

B. Subject to applicable law, approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated, and access panels sufficient in size to allow access to the utility hookup areas must be in place. Materials and colors must match or accent the exterior of your home. Residents shall skirt their home within forty-five (45) days of its placement on the site. The area under the home is to be kept clean and no combustible material, debris, or any other storage is to be present.

C. Each home must have both a front and rear deck that conform to local building codes. Minimum deck size is 4' x 4'. All decks must be constructed of treated wood, and exposed sides must be skirted. Any variance from this must be approved in writing prior to move-in. Proper handrails must be installed on all exposed sides. All must be maintained in good condition. Offside entry doors are not to be used as primary entrance.

D. Utility connections of electrical, water, sewer, gas, telephone, and cable in the home are the sole responsibility of the Resident. All utility hookups shall be made in compliance with all applicable laws and any manufacturer's written instructions. Telephone and TV cable lines must be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. The connection line to the home must be installed either under the home or under the siding. Any water pipes installed on the subject premises shall be wrapped securely in thermostatically controlled heat tape.

E. Central air conditioner compressors, if installed must be placed on cement or other approved slab in a designated area on the side or rear of the homesite. No window air conditioners allowed.

F. All axles and towing devices must be removed from the home when placed on site

and stored beneath the home.

G. Approval for carports, awnings, or garages must be obtained, in advance and in writing, from the Management prior to purchase and/or installation.

H. Antenna: In order to maintain an attractive Community, Residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by Management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. Outdoor reception devices must be installed on Resident's home or on the ground of Resident's homesite in a location which is not visible from the street, or, if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk, or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the Community. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals, and no reception device and mast may be installed that would extend higher than 12 feet above a roof line without prior written approval of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. As Management has no ownership interest in the reception device or mast, Resident is responsible for the maintenance of the outdoor reception device, and is liable for all injuries, losses, or other damages to any person or property caused by the installation, maintenance, or use of the reception device. A policy of liability insurance covering such injury or damage must be maintained by Resident, and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Resident's tenancy, Resident must restore the homesite to its original condition. If Resident violates any of the above rules, Management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief, and Management may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Residents are advised that changes in the law, court decisions, and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.

I. Subject to applicable law, the above Community installation requirements and standards are subject to change at any time and from time to time in Management's reasonable discretion.

9. IMPROVEMENTS AND ALTERATIONS

A. Resident shall make no alterations to the exterior of the manufactured home or to the homesite without written consent of the Management. Residents who make such unauthorized improvements or alterations will be required by Management to remove the improvement or

alterations, or Management may remove such improvements at Resident's cost. Unauthorized improvements or alterations could result in a Termination of Tenancy.

B. Resident is responsible for contacting utility companies to verify the location of any underground utilities, and the sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines.

C. Landscaping: All new or additional evergreen grass, ground cover, and non-living objects of every kind and description must be approved in writing by management. All trees, shrubs, and plants in excess of three (3) feet in height and three (3) feet in width must be approved in advance by management. Where small rock or other type of material is approved for use as a ground cover, unless Management otherwise agrees in writing, the ground cover may be no larger than three (3) inches in diameter, and the soil under the ground cover must be covered with a heavy gauge, impermeable plastic barrier or other approved material to prevent weeds. Where such rock or other type of material is allowed by Management, there must also be a sufficient amount of live landscaping incorporated into the design so that the area does not have a barren appearance. Large plants, shrubs, and trees may not be planted within six (6) feet of any street, driveway, walkway, patio, above or below ground utility structure, or other improvements made of concrete or asphalt which might be cracked by roots. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a homesite.

D. Painting of Exterior Surfaces: All exterior materials and colors must be approved in writing by Management.

E. Lighting: Any lighting on the home or homesite which is installed or controlled by Residents shall be UL certified. Any such exterior lighting shall be aimed or shaded in such a way so that it does not unreasonably shine on or annoy neighboring Residents.

F. Solar panels: Subject to applicable law, Solar panels are permitted with prior Management approval and if allowed by the serving electric utility company. Manufacturer specifications must be followed regarding installation. Solar panels and other devices shall not extend more than twelve (12) inches above the existing roof or awnings. All exposed surfaces, except the solar collecting surface, must be of a non-glare material and/or painted to match the existing roof and home. No ground mounted solar panels will be allowed.

G. Garages: Resident may, with written approval of Management, construct a single-car or double-car garage on the lot (if site size and local ordinances allow it). To obtain written approval, Resident must submit a complete set of plans of the proposed structure for review. Management shall approve or disapprove plans within ten (10) working days, and an approved, licensed, and bonded contractor must do all construction. General upkeep and maintenance of the garage (which includes caulking and painting) is the Resident's responsibility. The paint must match the two-tone exterior of the home. Resident must provide proper care and upkeep of the overhead door (i.e., lubricating the springs, rollers and all working parts.). Garage door openers are permitted if installed properly (i.e., by a professional installer), and with the understanding that damage caused by or in connection with the installation of the garage door opener is the responsibility of the Resident.

H. Exterior Storage Sheds: One (1) shed per homesite is allowed. Shed shall be located at a spot designated at the rear of the home. Shed shall meet the specifications of the Community and be a maximum of length and width of 8' x 10', and a maximum height of 8'. The paint must match the two-tone exterior of the home. Final exterior form of the shed shall be approved by Management in writing prior to construction or placement of the shed.

I. Fences: No fencing is allowed.

J. There will be no playground equipment or pools allowed on any leased homesite. One 4' x 4' covered sandbox is allowed. No play structures, including, but not limited to, swing sets or trampolines are allowed on or upon the homesite. In addition, all basketball goals/posts and other sporting equipment must be portable and must be stored in a shed or against the back of the home and not visible from the street when not in use.

10. HOME AND HOME-SITE MAINTENANCE

A. Residents, at their sole cost and expense, are required to maintain the home, roofs, patio, awnings, storage buildings, skirting, pillars, stanchions, drainage, and all other improvements and installations upon the homesite in a good, clean, safe, and aesthetically pleasing condition. This includes re-painting the home or other structures as needed with colors approved in writing by Management. Please note that when painting is faded, streaked, peeling off, discolored, missing or otherwise in a state of disrepair, the Resident shall re-paint the home or accessory structure as needed and without delay.

B. All windows and doors must be maintained a good, clean, and safe condition. Broken windows must be repaired as needed and without delay. No plastic may be used for replacement. Window blinds or window curtains must be installed. No sheets, towels, etc. may be used as curtains.

C. All skirting and siding must be kept in a good, clean, and safe condition. Siding or skirting which is damaged through ordinary use, negligence, or weather conditions, must be repaired or replaced as needed and without delay.

D. No items may be placed, hung, or stored outside of the home, garage or storage shed unless specifically permitted by these Rules. This includes, but is not limited to, appliances, refrigerators, freezers, excessive amounts of statuary or other artificial objects, or any item which is unsightly or offensive in appearance. No towels, rugs, sheets, wearing apparel, or other forms of laundry of any description may be hung outside the home. No clothesline or lines of any kind are permitted. Outside decorations, such as those for seasonal holidays, must be removed within two (2) weeks after the date of the holiday.

E. Sewer System. Residents are responsible for the clearing of drains and sewer lines between the home and the main trunk line of the site. It is important that the sewer system be kept clear of anything that would cause it to clog or not flow freely. Therefore, Residents shall not put the following in the sewer system: facial tissue, disposable diapers, paper towels, sanitary napkins or tampons, cotton balls, q-tips, grease, lard, oil, coffee grounds, or any other items that could

cause the sewer system to clog or not flow freely. Management will not be responsible for any damage done to any home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Residents, therefore, waive any and all claims for personal injury or property damage caused by a stoppage or backing up of the sewer system due to the placement of prohibited materials into the sewer system by any persons, known or unknown.

F. The grounds and shrubbery shall be maintained in good condition. Mowing and watering of lawns, weed and leaf removal, lawn raking, fertilizing and seeding of lawns, and proper care of plants and shrubbery are the responsibility of the Resident. Bare areas in excess of thirty-six (36) inches in diameter of ground or dirt on the homesite are not permitted. Any loss or damage to any lawn, shrubbery, ground cover, rock, or other item referenced herein due to negligence of the Resident or due to weather or other acts of God, shall be replaced by the Resident within thirty (30) days.

G. If any Resident fails to maintain the homesite for any reason, Management will provide the Resident written notice of such failure and the corrective action required of the Resident. Resident must complete the corrective action within a reasonable time after service or posting of such notice, not to exceed the time period set forth in the notice. If the Resident requires an extension of time, Resident should communicate with Management in writing within the time period set forth in the notice, and detail the duration and reason for the requested extension. Management may, in its reasonable discretion, accept, decline, or counter the Resident's request.

11. ON-SITE RESALE OF HOME

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be permitted to remain on the leased site, the following criteria must be met.

A. If a Resident desires to sell or transfer any interest in the manufactured home, Resident shall request that Management conduct a "Homesite Transfer Inspection." The inspection will examine whether the home, any accessory building(s) or structure(s), and site comply with the existing Rules. If and to the extent the home and site do not comply with the existing Rules, Management shall provide a written list of items for which Management requires action based on the Homesite Transfer Inspection. The Resident seller, at its sole cost and expense, shall provide the written list of items for which Management requires action to all prospective buyers, and Management shall provide the list to prospective buyers upon receiving an application for tenancy. The prospective buyer shall be required to bring the home, any accessory building(s) or structure(s), and site into compliance as a condition of tenancy in the Community. If the sale proceeds, Management shall allow a reasonable amount of time not less than thirty (30) days after the date of closing for the buyer to bring the mobile home, accessory building(s) or structure(s), and site into compliance. Homesite Transfer Inspections, once completed, shall remain valid for a period of one (1) year. If the home has not sold within that period, a supplemental inspection, at no charge to the Resident, is required.

B. One (1) 18" x 12" "For Sale" sign may be placed inside the front window of the

home.

C. If the home is to remain on the leased site, the buyer must meet with Management, apply for, and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser, and may be evicted from the Community. The Resident of record will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.

D. Any improvements, alterations, or additions to the home and/or homesite following the onsite sale of the home, with the exception of concrete pads, garages, or other improvements owned by the Community, must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated, and maintained.

E. All rent and related payments, including delinquent rent and payments, must be paid in full prior to the removal of the home from the Community or execution of a new site lease in connection with the sale of the home by a Resident seller to a buyer.

F. A thirty (30) day written notice must be given to Management prior to removal of the home from the Community.

G. Upon removal of the home, the site must be left free of trash and other material, such as, but not limited to, tie downs, steps, porches, sheds, awnings, carports, etc.

H. The Resident acknowledges that Management assumes no liability or responsibility in connection with the removal of the home by any dealer, bank, or other party.

12. TREE MAINTENANCE/REMOVAL

A. Trees are considered permanently attached to the property, and, therefore, become the property of the Community. Trees will not be removed from the premises unless they are considered dangerous or diseased beyond saving. This decision will be at the sole discretion of the Management. A Resident may request that a tree be removed in writing at the on-site Management office and in the event that the on-site Management determines that the tree is to be removed, they must also obtain written authorization from the corporate offices of the Community. Management shall not be required to replace a removed tree but may do so in its discretion.

B. Normal maintenance and trimming of trees on Resident's lots is the responsibility of the Community.

C. If a Resident has reason to believe that a tree limb presents a dangerous condition within the Community, they must request the tree limb be removed by the Community maintenance staff. This request is to be put in writing at the Management office on-site. Management will make the decision whether or not the limb will be removed at its sole discretion.

13. PATIO/LAWN FURNITURE

Residents shall maintain all outdoor furniture in a clean and safe condition. Outdoor furniture must be placed on the deck or patio slab and not in the yard unless otherwise permitted by Management in writing. Fold-down furniture is to be stored when not in use. No objects may be kept or maintained outside of the home, except outdoor patio or lawn furniture, reasonable decorative items in small numbers not to exceed a total of fifteen (15) items, BBQ equipment, bicycles, and other items specifically permitted by these Rules. No furniture shall be used on the patio, porch, yard or other portions of the homesite unless it is acceptable outdoor patio furniture.

14. OUTDOOR FIRE PIT, OPEN BURNING, CAMPFIRES, FIREPLACES

Local Townships, Cities, and Fire Departments will govern the use of outdoor recreational fireplaces within the Community. Therefore, it is the responsibility of each Resident to obtain approval for the use of this type of outdoor equipment from your local Township, City, or Fire Department.

Wood burning fires, campfires, fire rings, and any other type of burning that will emit ashes, or spark into the air are not permitted.

Residents must not use any equipment related to burning, fire, flame, flaming, kindling, etc., unless expressly approved by Management in its sole, absolute discretion. Even when equipment is approved by Management, Residents must take every precaution when engaging in presumptively dangerous activities such as burning. It is the sole responsibility of the Resident to ensure the safety of Resident, guests, invitees and other persons and property within the Community. Any safety issues, including, without limitation, concern over the condition or state of repair of equipment, should be immediately brought to the attention of Management.

15. TRASH REMOVAL

Trash bags or containers are not to be left outside the home unless they can be placed within a shed or garage, or otherwise completely out of site, with the sole exception being the day the trash service is to collect the trash. Trash is removed from the Community on designated days. Residents are responsible for placing their trash at the proper pickup location. All trash containers must be placed within a shed or garage, or at the rear of the home by the end of the day on trash pickup day. Residents may be responsible for arranging for the removal of large, bulky, heavy items at their own expense. In the event Management must remove Resident's trash of any kind, Management reserves the right to charge the Resident additional fees for such removal.

16. SNOW AND ICE REMOVAL

A. Responsibilities of Residents. Snow and ice shall be removed from all sidewalks, steps, driveways, landings and decks on the homesite after each snow or whenever ice is found to exist on the premises. Such removal is the responsibility of the Resident.

B. Responsibilities of Management. Management will plow streets and common area sidewalks that lead to the clubhouse after accumulating snowfalls. Management makes no guarantees that any street or road will be completely cleared of snow or ice. Snow may accumulate along the sides of streets and at the edges of driveways as the result of such plowing. Management

is not responsible to remove such accumulation.

17. WINTERIZING HOME

A. Insulation materials must be placed inside of the home or skirting and must not be apparent from outside view. Insulation materials include, without limitation, any plastic or other materials for the purpose of insulation of the manufactured home, windows, or skirting.

B. The thermostatically controlled heat tape required by these Rules and Regulations must be maintained in operating condition.

C. The Resident is responsible for any damage caused by their failure to properly winterize the home. Any loss or damage due to the Resident's failure to comply with this provision shall be the sole responsibility of the Resident, and the Resident shall indemnify and hold harmless Management from and against all claims for any damage to persons or property, losses, and expenses (including court costs and reasonable attorneys' fees) arising in connection with or otherwise resulting from Resident's failure to comply with the terms of the Lease or these Rules.

18. VEHICLES

A. Automobiles

I. Residents shall park only in the space(s) provided by Management, and any vehicles should be parked fully within the space or driveway such that no part of the vehicle extends or protrudes past the space or driveway. No on-street parking nor is parking allowed on vacant sites, fire lanes, lawns, or patios.

II. All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the Community is not allowed.

III. Routine maintenance or minor repairs on vehicles may be carried out at the site, i.e., change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil changes, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by Resident, or Management will do so at Resident's sole cost and expense and charge the Resident. Any repair must not create a hazard or nuisance to others.

IV. No commercial vehicle with a load capacity in excess of one ton may be kept, stored, or placed within the Community, except while making regular deliveries.

V. All vehicles operating within the Community must abide by the posted speed limit and traffic signs.

VI. No inoperable vehicles may be parked on the homesite.

VII. As permitted by Colorado law, Management reserves the right to remove vehicles parked in violation of these Rules, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. All costs incurred thereto shall be paid by Resident.

B. Motorcycles. Motorcycles are allowed to operate only for transportation in and out of the Community. Joy riding within the Community is not allowed. Motorcycles must be parked in Resident's assigned parking space, if applicable, or they may be stored in Resident's garage or shed.

C. Recreational Vehicles/Utility Trailers. The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, go-carts, all-terrain vehicles, utility trailers, and other vehicles of this nature is not allowed within the Community. Such vehicles may only be stored at the Resident's homesite if such vehicle can be stored within a shed or garage. Transportation to and from the homesite is to be by truck or trailer only. The storage of boats, campers, motorhomes, and other forms of recreational vehicles upon the homesite or in the street or other location in the Community is strictly prohibited. Recreation vehicles may be loaded and unloaded in your driveway, no longer than overnight. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection.

19. CONDUCT

A. Residents should respect the rights of others to enjoy the quiet and peaceful use of the Community. Residents and guests shall not engage in any actions of any nature that may be dangerous or may create a health and safety problem or unreasonably disturb others. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, use, sale or distribution of illegal substances, quarreling, threatening, fighting, illegal conduct, profanity, or rude, boisterous, objectionable, or abusive language, gestures, or conduct. Community quiet hours are 10:00 P.M. – 7 A.M. Interference with the quiet enjoyment of other Residents of the Community is just cause for termination of tenancy.

B. Residents shall not create a nuisance, unreasonably disturb others, threaten or interfere with any manager, employee, agent, or owner of the Community, or enter onto another Resident's homesite, without prior permission from that Resident. Residents shall not unreasonably deny an adjoining Resident permission to enter upon the homesite if reasonably necessary to maintain the adjoining Resident's homesite, home, landscaping, or homesite improvements. Any disputes or questions regarding the application of this Rule should be referred to the Management, who will attempt to assist the parties in resolving them based on applicable leases and these Rules.

C. Residents and their guests shall not sleep outside of a home. For example, neither Residents nor their guests may sleep in vehicles parked on the homesite, in sheds, or in a recreational vehicle storage facility.

D. Residents shall not feed, water, shelter, or confine any wild animals or birds, except for hummingbird and small bird feeders. This includes putting any food outdoors or in the common areas of the Community.

E. Residents shall not do anything that creates a threat to health and safety or threatens damage to property, or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles. No flammable, combustible, explosive, or environmentally hazardous substance may be stored on the homesite (other than substances customarily used for normal household purposes, and then only in quantities necessary for household purposes). Resident shall not allow any environmentally hazardous substance, including, but not limited to, toxins, cleaning fluids, oil, grease, or any substance defined as environmentally hazardous to be placed on any surface area in the Community or disposed of in the Community, including, but not limited to, toilets, drains, trash receptacles, dumpsters, surface areas, the sewage disposal system, or any other trash, garbage, or disposal area in the Community. Such substances must be physically removed from the Community and disposed of elsewhere in compliance with the law.

20. CURFEW

Residents under the age of 18 years of age must be off the streets and indoors by the time set forth by any state, county, and/or city/township curfew laws and ordinances, as applicable.

21. PERSONAL AND FIRE SAFETY

Management is concerned about you and your family's well-being. Our Rules are the means of providing a happy and enjoyable lifestyle. Adherence to the following guidelines is very important:

A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the homesite, and surrounding Community. Please note that you are responsible for the actions of yourself, your family members, and guests, as provided by law.

B. All homes must be kept free from fire hazards, including, without limitation, combustible materials, gas-powered lawn mowers, vehicle battery tenders, etc.

C. Nothing should be stored under the home.

D. It is the responsibility of the Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the Community.

E. All posted signs must be obeyed.

F. Any action which interferes with the health, safety, or welfare of the Community, its employees, or Residents, is just cause for termination of tenancy.

G. Resident should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency. Management reserves the right to periodically request an update on this information.

H. Discharge of any BB gun, paintball gun or marker, air gun, firearm, firework, or similar device is strictly forbidden within the Community.

I. Residents shall not use a homesite, home, or any area of the Community for any unlawful purpose, including the violation of any local, state, or federal law or regulation. Residents shall not plant, cultivate, or possess any illegal substance, including marijuana, opium, or similar illegal plants on the exterior of the homesite, or use any illegal substance outside of the home or in any common area of the Community.

22. LOSS AND LIABILITY

It is recommended that each Resident procure a manufactured home comprehensive type insurance policy insuring the home against loss or damage. It is also recommended that the Resident obtain liability coverage for personal injuries that may occur on the homesite or within the home. Neither the Community nor Management carries insurance for tenant owned homes.

23. DISCLAIMER

Subject to applicable law, Management expressly disclaims all responsibility for accident or injury to Residents, their family members, or guests that may occur within this Community. Furthermore, Management expressly disclaims all responsibility for all damage or loss of property for any reason, including, without limitation, damage or loss resulting from fire, theft, wind, floods, acts of God, or any other event or circumstance beyond the reasonable control of Management.

24. COMMUNITY PET AND SERVICE ANIMAL RULES

A. Residents may have two* (2) registered "domesticated" pets per household with Management's approval. All pets are subject to a standard monthly pet rent. Failure to abide by these Rules may result in demands for removal of pets, loss of privileges, and/or eviction.

B. Where required, a current rabies tag must be worn by the pet.

C. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and absolute discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to lunging, growling, biting, and/or barking at Residents or other pets.

D. Residents are required to clean up their pet's defecation on their site and while walking their pet.

E. When outside, all pets must be kept on a hand-held leash.

F. Pets may not be tied up and left outdoors.

G. Management may require removal of pets that cause excessive noise or disturb other Residents.

H. Management reserves the right to exclude dogs of certain breeds, including, but not limited to, those commonly referred to as Doberman, Rottweiler and Pit Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pit Bull Terriers), as well as dogs

that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance as determined in the sole and absolute discretion of Management.

I. “Beware of Dog” signs are not permitted.

J. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals, or other animals which, in Management's sole and absolute discretion, appear dangerous to others and/or inappropriate to house within the Community.

K. Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management’s property, and property of others), and Residents shall be solely responsible in the event of any such damage and agree to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its Residents, invitees, agents, contractors, and employees, owners, affiliates and managers, against all liability, judgments, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the pet.

L. Management disclaims any responsibility for the occurrence of harm, injury, or death to a pet caused by agents or employees or by Residents.

M. Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistance Animal into the Community.

* If you are a current tenant of Sun Homes leasing a home, please see your Lease for any additional restrictions.

25. ADVERTISING, SOLICITING, AND COMMERCIAL BUSINESS

Advertising, soliciting, or delivering handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the Community. Residents cannot use the home and homesite for any business or commercial activity which, in Management’s sole and absolute discretion, would result in any change or disturbance to the Residential nature of the Community or unreasonable levels of noise and traffic in the Community.

26. UTILITY CHARGES AND WATER USAGE

A. The Resident shall pay all charges made against the premises for gas, heat, electricity, water and sewer, trash pickup, telephone, cable, and internet (if obtained by Resident) as the same shall become due or unless service is provided and included in Resident’s rent by Management.

B. Management reserves the right to limit the watering of lawns as may be necessary to maintain proper water pressure. Due to high consumption during summer months, Management reserves the right to limit watering of lawns as follows:

I. Residents with homesite numbers ending in an odd number (1-3-5-7-9) may water their lawns on odd number calendar days: homesites ending with even numbers (2-4-6-8-0) may water on even numbered calendar days. If and to the extent the local governmental sets a watering schedule that conflicts with the Community watering schedule, the government's watering schedule shall control.

II. Residents shall not leave sprinklers on for an excessive period of time (as determined in Management's sole reasonable discretion), as waste increases cost.

III. Summer water restrictions are not to be construed as a ban on watering of flowers;

27. KEYS

If for any reason Management provides replacement keys, key fobs, or key cards to a Resident, the Resident shall be liable to Management for all reasonable costs actually incurred by Management in connection with such replacement.

28. CLUBHOUSE AND RECREATIONAL FACILITIES

A. The clubhouse facilities are available for use only by Residents and their guests.

B. The clubhouse facilities may be used for private parties and gatherings. Requests for reservation should be made in writing to Management, together with a refundable reservation deposit at least two (2) weeks in advance of the anticipated event. Management shall inspect the facilities both before and within a reasonable time after the conclusion of the private event. If Management determines in its reasonable discretion that the facilities are clean, orderly, and undamaged, and in substantially the same or better condition as before the event, Management shall return the entire amount of the reservation deposit to the reserving Resident. The reserving Resident is wholly responsible for any damage to the facilities caused by or in connection with the private event. In the event of damage to the facilities caused by or in connection with a private event, Management shall first apply the reservation deposit. If the cost of remediation of such damage exceeds the total amount of the deposit, Management shall be entitled to recover from Resident all reasonable costs and expenses actually incurred in connection with any maintenance or repair reasonably required to remediate the damage caused by or in connection with the Resident's private event. Management may charge a reasonable cleaning fee if warranted after use of the Community facility.

C. Management makes no guarantee about the availability of any facility.

D. Use of the facility must not disturb the peace and quiet of the Community.

E. Residents shall not use cigarettes, cigars, pipes, or other marijuana or tobacco products or electronic smoking devices as defined in C.R.S. § 25-14-203(4.5) in the clubhouse or any other enclosed building area in the common areas of the Community and shall obey signs banning smoking within a certain distance of a common area or building.

F. Alcoholic beverages are not permitted within or outside of the clubhouse, or on any

common grounds area.

G. A Resident must accompany all guests when using recreational facilities. It is the responsibility of the Resident to ensure that their guest(s) conduct themselves in compliance with all of the rules of the Community, whether set forth in the Lease, these Rules, or otherwise.

H. Residents shall not be entitled to any remedy in the event any of the Community facilities are closed at the election of Management or by law, ordinance, or order of government, or otherwise unavailable for any reason, including, without limitation, by reason of private reservation as above set forth.

I. Management reserves the right, in Management's sole and absolute discretion, to revoke any person(s)'s right or privilege to access and use any of the Community facilities, including, but not limited to, the Community common areas, clubhouse, pool and spa areas, and recreational facilities. Management may elect to revoke rights or privileges, temporarily or permanently, **for even a single violation of these Rules**. Repeated violations of these Rules are more likely to result in revocation of rights and privileges.

29. POOLS

If Management provides a swimming pool, this pool is for the exclusive use of Residents and accompanied guests. Residents and guests must comply with pool rules that are posted in a conspicuous location near the pool and/or provided by Management. No lifeguard is provided, and Management disclaims any responsibility for injury to person(s) or property through the use of the pool and related facilities. No person under the age of fourteen (14) is permitted to use the pool unless accompanied by an adult Resident.

30. DEFAULT

Any breach, default, or violation of the Lease shall be deemed a violation of these Rules, and any violation of these Rules shall be deemed a default under the Lease. Management and ownership reserve the right to seek any remedy available at law or equity, including, without limitation, removal of the manufactured home, for failure to comply with these Rules.

31. GOOD FAITH

The implied covenant of good faith and fair dealing is implied in every contract in the State of Colorado. Accordingly, the obligation of good faith is imposed on both parties to these Rules in both the compliance with and enforcement of the Rules contained herein.

32. REFERENCES TO LAW

All references to any enactment, law, order, regulation, statute, or similar instrument, or the term "applicable law," are deemed to include all enactments, laws, orders, regulations, statutes, or similar instruments amending, consolidating, interpreting, modifying, replacing, or supplementing such law, and shall be understood to include such laws as the same may be subsequently amended, superseded, recodified, etc., unless otherwise expressly provided. Any references to specific governmental agencies shall be understood to include any agency or agencies

that succeed to or assume the functions currently performed by the agency referenced.

33. NOTICE

Any correspondence regarding these Rules may be directed to:

SMITH CREEK CROSSING

Attn: Regional Vice President
27777 Franklin Rd., Suite 300
Southfield, MI 48034

[Signature Page Follows]

I/we have received a copy of the Rules and agree to abide by the terms and any amendments to such Rules. I/we had the opportunity to consult with legal counsel before signing these Rules, and either did so or voluntarily elected not to do so.

RESIDENT:

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

(Signature Page to Rules & Regulations)

EMERGENCY AND COMMUNITY INTEREST PHONE NUMBERS

SMITH CREEK CROSSING

SMITH CREEK CROSSING OFFICE970-922-3384
SMITH CREEK CROSSING EMERGENCY PHONE NUMBER877-786-6048

POLICE, FIRE AND EMERGENCY

EMERGENCY911
POLICE NON-EMERGENCY (GRANBY POLICE DEPT)970-887-3007
COLORADO STATE POLICE303-239-4500
GRAND FIRE PROTECTION DISTRICT970-887-3380
GRAND COUNTY EMS970-887-2732

UTILITIES

XCEL800-895-1999
MOUNTAIN PARKS ELECTRIC970-887-3378

COMMUNITY INTEREST

ANIMAL CONTROL970-887-2988
POST OFFICE800-275-8777