

Community Rules and Regulations

Effective March 27, 2024

The following Rules and Regulations governing the T Lazy W Park, LLC, (hereinafter referred to as "Community or Park") have been prepared in accordance with the law to provide all Tenants (hereinafter referred to as "Residents") with sensible, reasonable, and responsible guidelines to follow while residing at the Community and so that the rights and privileges of Residents will not be left undefined. The Management Committee will, to the best of its ability, enforce these Rules in a fair, non-discriminatory, consistent, and uniform manner. When Residents agree to abide by these Rules, they contribute to the positive well-being of the Community and all its Residents.

Residents must respect policies, procedures, and guidelines that have been developed regarding Residency and the use of Community facilities.

For clarification purposes, "Rules" refers to Rules and Regulations and "home" refers to an RV or Mobile.

A. OCCUPANCY AND REGISTRATION

Prior to occupancy, all prospective Residents must:

- 1. Provide the information requested and complete all forms provided by the Management Committee.
- 2. Be approved for residency by the Management Committee in accordance with current occupancy policy.
- 3. Be named on the Rental Agreement.
- 4. Sign the Rental Agreement if 18 years of age or older.
- 5. Obtain approval of their pets by the Management Committee.
- 6. Occupancy requirement is that there shall be no more occupants than you can accommodate inside your RV or Mobile Home.

B. RENT COLLECTION

- 1. Due Date: Rent is due when the Rental Agreement is signed which will be known as the anniversary date and then on the anniversary date each following year.
- 2. Payment: The Management Committee requires that all payments be made by check, money order or credit/debit card and made in full.

C. TERMINATION OF RESIDENCY

T Lazy W Park, LLC may cancel the Resident's Rental Agreement, with 30 days written notice to the Resident Renter(s) for the following reasons:

- 1. Misrepresentation on the Renter(s) Application to Rent a site at the community,
- 2. Violation of the Rental Agreement or the Community Rules and Regulations.
- 3. Or for any other proper and legitimate reason as determined by the Management Committee.

D. INSTALLATON AND SITE MAINTENANCE AND IMPROVEMENT

- 1. Mobile Homes installed in the T Lazy W Park shall comply with Grand County Codes.
- 2. Contractors performing installations or renovations must be insured and a Certificate of Liability provided to the Management Committee prior to work being performed.
- 3. All expenditures for the improvement, repair and maintenance of a home site will be the sole responsibility of the Resident.
- 4. Any improvement or addition to the home site will become the property of the park if it is not removed by the owner when the home site is vacated.
- 5. Residents shall have the responsibility to ensure that their rented space is free of weeds, pine needles, unwanted shrubs, bushes, dead limbs, etc. which may create a fire hazard within 60 days of the opening of the park, weather permitting. If the rented space is not cleaned up within the required 60 days, then the Management Committee has the authority to have the rented space cleaned up at the expense of the lessee.
- 6. Fences are not permitted except for fences that have been previously approved by the Management Committee.
- 7. All proposed changes to the presently existing units (RV's and/or Mobile Homes) shall have submitted to the Management Committee a request in writing for study and approval by the Management Committee prior to changes being started.
- 8. Included is the replacement, upgrading, remodeling or modification of any existing units in the T Lazy W Park, to include Skirting, Steps, Decks, Covers, Storage Sheds, Fences, Color changes, etc. as well as any new units coming into the T Lazy W Park.
- 9. All requests for the above changes must include a complete description of the plan (unit), details of the proposed change from existing units and the anticipated time frame from beginning of project to completion.
- 10. The Management Committee will conduct a complete and thorough review of the submitted request and will respond in writing to the resident of the Management Committee's decision. The response will be completed within ten (10) working days or less.
- 11. Landscaping modifications: Must have prior approval of the Management Committee. (Please see Tree Addendum)

E. INSURANCE, DAMAGED AND DESTROYED

- 1. The Community is not responsible for the maintenance of insurance on your home including fire, casualty, and liability insurance.
- 2. **Insurance**. You shall secure a personal liability insurance policy related to the Rental Space and any harm caused to the T Lazy W Park or any other Rental Space as a result of the negligence of the Renter for the Term of this Agreement. The policy limits per occurrence for the required policy must not be less than Two Hundred Thousand Dollars (\$200,000.00) if the Rental Space is occupied by a Mobile Home and One Hundred Thousand Dollars (\$100,00.00) otherwise. Proof of Liability Insurance for the required Term must be provided to the Management Committee at each Rental and Storage Agreement renewal, and failure to provide timely proof of insurance shall be considered a material breach of this Agreement. This insurance requirement is agreed to be necessary for the protection of the health and safety of T Lazy W Park and all of its renters.
- 3. RV/Mobiles deemed unrepairable or otherwise in a condition dangerous to other lessees or park property must arrange immediately to repair and/or remove said structures from the park. Owners must provide the Management Committee with a timeline to remedy the dangers within 30 days of the event. The damaged unit must be removed or restored as soon as possible to avoid dangers to residents and their property.

F. **SECURITY**

- 1. It shall be a violation of the Community Rules and Regulations for either a resident, a resident's guest or Park visitor to ignore the posted sign "OPEN CARRY PROHIBITED "and to openly carry any firearm onto the premises of T Lazy Park, LLC. Failure to remove a firearm or failure to immediately exit the Park will result in notification to the appropriate law enforcement agency of the person's failure to comply with the T Lazy W Park Community Rules and Regulations.
- 2. In the event of any emergency or failure of a person to comply with the "OPEN CARRY PROHIBITED "sign, any resident can contact the local police or fire department or 911 as appropriate.

G. VEHICLES

- 1. The <u>Boat Yard</u> is reserved for residents (Lessees) of T Lazy W, Park; and each resident must receive a space assignment from a Park Host who will verify proper licensing is attached to the trailer and confirm that recreational equipment is owned by a resident with a current rented.
- 2. **Parking:** Motor vehicles shall only be parked in the space provided as determined by the Management Committee or in designated areas within the Community.
- 3. <u>Motorcycles:</u> Motorcycles are permitted provided they are used only for entering and exiting the Community.
- 4. <u>Mopeds, Motorized Scooters, Bicycles and Similar Vehicles:</u> These Vehicles are permitted for transportation within the Community if they are not used in an annoying or unsafe manner.
- 5. <u>Golf Carts:</u> All children/minors driving golf carts in the T Lazy W Park must always have the owner of the golf cart or an adult (21 years of age or older) with them, unless the child/minor possesses a valid Driver's License.
- 6. Recreational Vehicles and Boats: Utilization of the Sport Parking Area is limited to registered and insured

Boats, ATVs, jet skis and/or their trailers including golf cart trailers. Parking of any other type of vehicle must receive prior approval from the Management Committee.

Due to safety concerns, boats shall not be allowed to park in front of or around the resident's rented space except for a reasonable period for loading, unloading, cleaning or repairs. Under no circumstances shall the resident be allowed to park a boat overnight at his or her site. Provided however, a resident in a Mobile Home Space may park their RV/Boat/Utility Trailer adjacent to their rented space for a reasonable period of time, not to exceed five (5) days, for loading, unloading, cleaning or repairs.

H. WILD ANIMALS

Except for bird feeders, the feeding of wild animals within the Community is prohibited, and Residents are discouraged from doing anything to attract wild animals into the Community.

I. YARD SALES

No yard, patio, porch, or other sales of a resident's personal property is permitted within the Community unless approved by the Management Committee.

J. SAFETY

Any condition, or material, that constitutes a fire hazard will not be permitted. It is recommended that each contain all necessary safety equipment such as Smoke and Carbon Monoxide Detectors.

K. SUPERVISION OF CHILDREN

A parent, guardian, or caregiver in any common areas of the Community must always supervise children less than six (6) years of age and be responsible for any damage caused by their children, of any age, or children of their guests.

L. PETS

- 1. Only two (2) pets shall be allowed per household. Pets must be licensed and properly vaccinated in accordance with local ordinance and be approved by the Management Committee.
- 2. Pets must be always on a leash when outside the RV or Mobile Home.
- 3. Dogs that have an aggressive nature will not be allowed in the T Lazy W Park. The Management Committee reserves the right to determine the acceptability of any pet.
- 4. Noisy or unruly pets or those that cause complaints will not be allowed to remain in the Community.
- 5. Pet owners are responsible for the immediate removal of all pet excrement or litter from the site or from any place in the Community that its owner may exercise the pet.
- 6. Pet owners will be liable for all damage caused by their pet.
- 7. No "Beware of Dog" or similar signs are permitted.

M. LAWS, CODES AND COMMONSENSE

1. All Federal, State and County Laws will be enforced by the appropriate agency.

- 2. The speed limit in this park is <u>posted at 5 mph and is strictly enforced</u>. Remember children and adults are at play in and around the Community and the Management Committee expects that every resident will abide by the posted 5 mph speed limit and require any of their quests to strictly adhere to this rule.
- 3. Periodically, there may be a Fire Ban sign posted at the entrance to the T Lazy W Park.
- 4. Keep your fire pit and outdoor fireplaces under control and never leave it unattended. Do not leave embers burning during the night. Have a water hose nearby when you have a fire.
- 5. No children shall be left at any fire site without supervision.
- 6. Firewood: No "Live Active" beetle killed wood shall be brought into the park, check it before you buy it. The use of good judgment is necessary to protect our trees.
- 7. A "chimney cap" must be on all fireplaces.
- 8. **Legal Changes**. The Park is not a Mobile Home Park as currently defined in Colorado law. However, the Park is aware of the possibility that this law may change in the future. If it does, and the Park is determined at a later point to be a Mobile Home Park under the Colorado Mobile Home Parks Act, then certain provisions in this Agreement will be amended and updated as set forth in the Parks Rules adopted for this purpose from time to time. The Rules may be updated within a reasonable time after such any change in the law.
- 9. If any Rules, Regulations or Provision of the Rental Agreement conflicts with any existing law, the law will prevail, but all other portions of the Rules, Regulations or Rental Agreement will remain in full force and effect.
- 10. Park-wide communication that includes e-mail addresses are not to be used for business solicitation. We value the privacy of our neighbors and need their cooperation to provide effective communication among residents.
- 11. Quiet Time is between 10:00 p.m. and 8:00 a.m.

N. USE OF PAVILLION AND PARK WIDE EVENTS

- 1. <u>Pavilion Usage</u> All groups who use the pavilion are encouraged to sign up at the sign-up sheet located at the bulletin board. Signing up in advance will let others know of your planned presence.
- 2. Exclusive Use In order to use the pavilion for an exclusive event (such as an extended family get-together), check with the Park Host to determine if other events are scheduled on that date and time. If not, file an application with the Park Host. A member of the Management Committee will approve/confirm the reservation. The sponsor assumes all liability for damages.
- 3. Park Wide Events the Management Committee will publish a calendar of park events that it sponsors at the beginning of the season (May). These include such events as potlucks and parade participation. Anyone or group of individuals wishing to sponsor a non-calendared event must petition the Management Committee for approval. Sponsor(s) assume liability associated with the event. Generally, for-profit events that benefit individuals will not be approved. (See the Park Hosts for applications)

O. MANAGEMENT COMMITTEE POLICIES

The Management Committee, due to changing circumstances, may establish or change policies pursuant to

P. TREE ADDENDUM

- 1. A tenant or tenant/member (both referred to hereinafter as "tenant") may request removal of a tree by requesting, in writing to the Management Committee, describing the need for removal and the location of the tree. If the Management Committee approves the request, a bonded tree removal expert, approved by the Management Committee, may remove the tree at the tenant's expense. The tenant will also pay for a replacement tree selected by the Management Committee. The Management Committee will determine the location of the replacement tree.
- 2. This does not affect removal of trees that fall due to natural causes. This cost will continue to be at T Lazy W's expense. This also does not affect the decisions by the Management Committee to remove a tree(s) that would economically or aesthetically enhance the park. In addition, removal of trees that present a clear hazard will be at T Lazy W's expense. The Management Committee may, at its option, replace those trees.

Q. LIMITED OFF-SEASON PARK ACCESS

- 1. T Lazy W Park is OPEN for recreational activities to all residents in good standing generally between <u>May 1st and</u> <u>October 1st</u> (~5-months of each year), weather permitting.
- 2. T Lazy W Park is CLOSED for the season to all but <u>Limited Access</u> to the park property at all other times (~7-months of each year).

The overall risks and liabilities to T Lazy W Park, personal property, and personal injury are critical elements behind limiting access.

- a. During the <u>off-season</u> NO residents are allowed to occupy their RV / Mobile <u>overnight</u> or for <u>recreational</u> purposes.
 - The park is very deliberate about winterizing our water and plumbing infrastructure at the close of each season and any water that enters the system can cause significant freeze damage.
 - We do not have Management Committee or Park Host staff on site at T Lazy W Park when we are closed.
- b. Limited Access is permitted when a resident MUST access their RV, Mobile, Boat, etc. if <u>pre-approved</u> by the Management Committee.
 - All residents are required to email <u>tlwmc@grandlakervpark.com</u> requesting access and providing details of dates, times, purpose, and who will be in the park **prior** to entering.
 - Please provide the management committee with 3-business days' notice for us to evaluate and respond to your request.
- c. If there is a critical need to plow T Lazy W RV Park road(s) in the off-season, we will hire a licensed and insured contractor to perform snow removal services.