



CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|------------|--|--------------|
| Planning | Bill Almquist - Community Development Director | June 7, 2022 |

ITEM

Resolution 2022-27: A Resolution of the City Council for the City of Salida, Colorado, Approving a Reservation Agreement and Master Lease Agreement Between the City of Salida and G2M, LLC (DBA Salida RV Resort) for RV Spaces to be Used for the “Open Doors” RV Rental Program

BACKGROUND

On May 3, 2022 City Council approved an addendum to the “Open Doors” Long-Term Rental Incentive Program memorandum of understanding (MOU) with the Chaffee Housing Authority to include the administration of an RV Rental Program (Resolution 2022-19). This RV Rental Program will provide up to 10 RVs that will be rented to members of the local workforce as an interim housing option during this unprecedented housing crisis where very few other long-term housing options are currently available. CHA will administer the program on behalf of the City, disseminating applications, identifying tenants, collecting rent and deposits, etc.

City staff has worked with the owners of the soon-to-open Salida RV Resort to secure up to 10 spaces to locate the City-owned RV units. The attached Reservation Agreement ensures that up to 10 spaces will be available for the program, as long as the City enters into a Master Lease Agreement for each space by August 1, 2022. This attached Master Lease Agreement outlines the terms and agreements for renting those spaces that will eventually house subtenants in the RV units. The Salida RV Resort will charge the City \$648/mo. per space occupied, which will include the following: water, sewer, trash, access to electricity and internet, snow removal on roads, use of the grounds and access to the Resort clubhouse for all occupants. Electricity will also be available but payment will be the responsibility of the subtenants and coordinated between the Resort and the subtenants. High-speed internet will also be an option that subtenants would pay for separately, also coordinated between the Resort and the subtenants. A deposit equal to one month’s space rental will also be required per space.

The lease term is for an initial five-month period anticipated to beginning sometime between late-June/early-July anticipated to end sometime late-November/early-December, with the option to extend leases up to an additional six months upon written approval of both parties.

FISCAL NOTE

As master lessee of the spaces at the RV Resort, the City will be obligated for payment of space rental and deposit; however, rents and deposits charged for the units are anticipated to cover costs.



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SUGGESTED MOTION

"I move that the City Council approve Resolution 2022-27."

Attachments:

Resolution 2022-27

Reservation Agreement with Salida RV Resort

Master Lease Agreement with Salida RV Resort

Sublease Agreement

Salida RV Resort Rules and Regulations

RESOLUTION NO. 27
(Series 2022)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING A RESERVATION AGREEMENT AND MASTER LEASE AGREEMENT
BETWEEN THE CITY OF SALIDA AND G2M, LLC (DBA SALIDA RV RESORT) FOR
RV SPACES TO BE USED FOR THE “OPEN DOORS” RV RENTAL PROGRAM**

WHEREAS, the City of Salida (“City”) recently entered into a Memorandum of Understanding (MOU) with the Chaffee Housing Authority (CHA) regarding the Open Doors Long-Term Rental Incentive Program via Resolution 2022-10 and a related addendum for the Open Doors RV Rental Program (“RV Program”) via Resolution 2022-19; and

WHEREAS, the RV Program will make available up to ten (10) Recreational Vehicle (“RV”) units for long-term rental for five (5) consecutive months to the Salida workforce; and

WHEREAS, the Salida RV Resort (“Resort”) has agreed to rent up to ten (10) RV spaces to the City for five (5) consecutive months for purposes of implementing the RV Program; and

WHEREAS, the City and Resort wish to reserve those 10 sites explicitly for City use for a period of time until the Resort is fully operational and until the City and CHA are able to approve tenants for the program; and

WHEREAS, the Resort and the City desire to enter into Master Lease Agreements for up to ten (10) RV spaces which covers terms, costs, and rules of said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby formally adopts and approves the Master Lease Agreement between the City of Salida and G2M, LLC (DBA Salida RV Resort), attached hereto as Exhibit A.

Section 3. The Salida City Council authorizes the Mayor to execute said Agreement between the City of Salida and G2M, LLC (DBA Salida RV Resort), attached hereto as Exhibit A, and additionally authorizes the City to execute all applicable documents associated with the RV Program or necessary to formalize such approval.

RESOLVED, APPROVED, AND ADOPTED this 7th day of June, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Reservation Agreement for Sites at the Salida RV Resort

Exhibit B

Master Lease Agreement Between the City of Salida and G2M, LLC (DBA Salida RV Resort) for RV Spaces to be Used for the “Open Doors” RV Rental Program

Reservation Agreement for Sites at the Salida RV Resort

This Agreement is made and entered into as of this ____ day of _____, 2022, by and between **G2M, LLC**, a Colorado limited liability company, doing business as the Salida RV Resort (“Resort” or “Lessor”), and the **City of Salida**, a Colorado statutory municipal corporation (“City” or “Lessee”), for rental of **Sites #28 thru #33 and #143 thru #146** of the Resort.

The Resort agrees to reserve the above sites for future rental and lease agreement by the City only until August 1, 2022. The City agrees to engage in a Master Lease Agreement, attached herein, with the Resort for the above sites prior to locating RVs onto each site. The City will only be responsible for entering into Master Lease Agreements on the sites intended to be used by the City by August 1, 2022. Should the City not intend to use all of the sites described above by August 1, 2022, the Resort reserves the right to cancel said reservation of the remaining sites.

Both parties agree that the Master Lease Agreements shall commence with the date said units are located onto the Resort. The City will ensure that a sublease agreement is signed and executed and will make a good faith effort to have the units occupied as soon as possible after the commencement of the Master Lease Agreement. The City agrees to remove a unit from the site if no sublease agreement has been signed within 14 days of the unit being moved onto the site, unless agreed upon in writing by both parties.

The Salida City Council also authorizes the Mayor to execute said Agreement between the City of Salida and G2M, LLC (DBA Salida RV Resort), attached hereto as Exhibit A, and additionally authorizes the City to execute all applicable documents associated with the RV Program or necessary to formalize such approval.

CITY OF SALIDA:

ATTEST

By: _____
Mayor Dan Shore

By: _____
City Clerk Erin Kelley

G2M, LLC, d/b/a SALIDA RV RESORT:

By: _____ Date: _____

Name: _____ Title: _____

Master Lease Agreement for a Site at the Salida RV Resort

This Agreement is made and entered into as of this ____ day of _____, 2022, by and between **G2M, LLC**, a Colorado limited liability company, doing business as the Salida RV Resort (“Resort” or “Lessor”), and the **City of Salida**, a Colorado statutory municipal corporation (“City” or “Lessee”), for rental of Site # _____ of the Resort.

- 1. SITE PROVIDED BY THE SALIDA RV RESORT:** This Agreement is subject to the terms, covenants and conditions set forth. City and the Salida RV Resort each covenant, as a material part of the consideration for this Agreement, to keep and perform each and all the terms, covenants, and conditions to be kept and performed by them. These sites will be occupied by subtenants of the City, pursuant to Sublease Agreements, in the form as provided in **Exhibit A** of this Agreement. The City and all subtenants and occupants of the Site are responsible for all terms and conditions of this Agreement and for complying with the Rules.
- 2. TERM:** The term of this Agreement commences on _____, continuing until _____, and shall not exceed five (5) consecutive months in duration, unless the term is extended upon written letter agreement between City and Resort.
- 3. PAYMENTS:** City agrees to pay monthly the amount of **\$648.00** per month for the full time of the Agreement. Monthly payments for occupancies of 30 days or greater are due on the first day of each month. Payments may be paid by credit card, debit card, check or ACH payment. Should the lease begin after the first of the month, a prorated amount will be paid for the number of days remaining in said month.
- 4. UTILITIES:** In addition to site use, monthly rent will include water, sewer, trash, landscaping maintenance, snow removal on main roads (not individual lots), access to clubhouse fitness center, and other common grounds. Sublessee must pay all electric charges for the Site, based on individual site metering. Internet broadband can be purchased at an additional cost to the sublessee. A propane fill station will also be available on-site, if needed. Propane costs will be the responsibility of the subtenant.
- 5. DEPOSIT:** City must also pay a one-time **\$648.00** security deposit upon execution of this Agreement. The deposit may be secured by a valid credit card, check or ACH payment. If the reservation is cancelled for any reason prior to the arrival date, the security deposit is non-refundable. The deposit may be used in the event Lessee fails to make any payment required by this Agreement or there are any damages to the Site, including, but not limited to, damage to pad, landscaping, stains on concrete and damage to water or sewer systems due to inadequately prepared utility lines. Any unused deposit is to be returned to the City within 60 days of departure. If the full amount of the deposit is not returned, the Resort is to provide an itemization of all charges incurred.
- 6. CHARGES FOR LATE PAYMENTS / RETURNED CHECKS:** All payments due under the lease shall be payable without prior demand on the 1st day of each calendar month for which rent is paid, continuing thereafter until termination of the term of this Agreement. The

rent payment shall be due regardless of whether Lessee has members in occupancy at the site. Penalty for late payment. There shall be a five-day grace period for receipt of funds for rent. After this grace period, Lessee shall pay an additional amount of five dollars (\$5.00) per day per site, which shall offset the cost of penalties, lost interest and staff time incurred by the Lessor due to delay in payment.

7. **RESTRICTIONS ON USE / RULES:** Use of the Site is subject to, and Lessee agrees to comply with, and ensure compliance by its Subtenants, all “Salida RV Resort Rules and Regulations,” which are attached hereto and incorporated herein as **Exhibit B**. City agrees that all vehicles must fit on the Site and be in compliance with the Rules. Additional vehicles may be parked in designated areas only. Such vehicles may not be parked on the street, grass, or other Site within the Resort. Any vehicle not parked in a designated area on the Site may be towed at the Lessor’s expense.
8. **SNOW REMOVAL:** Subtenants and site occupants are responsible for all snow removal on the Site. Snow removal specifically includes removal of the ridge or “berm” of snow that is created at the front of the Site when the roads within the Resort are plowed, shoveling or snow removal from driveway, and decks.
9. **REGISTRATION OF VEHICLE(S):** City agrees to obtain, in writing within the applicable Sublease Agreement, the Make, Model, License Plate Number, Year and Color of any vehicles that will be permitted on the Site. City agrees to share this information, in writing, to Resort.
10. **ASSIGNMENT AND SUBLETTING:** Resort agrees that the City will be subleasing each Site, pursuant to Sublease Agreements, which shall be in the form set forth in **Exhibit A** of this Agreement. From and after the initial date of this Agreement, City shall require that each and every Sublessee agree in writing, as a precondition of occupancy at the Site and upon the premises, that: (1) the Sublessee understands that the premises are owned by Resort; (2) that the sublease will be assigned to Resort in the event that City is in default under its lease with Resort, and that in such event the Sublessee shall deliver future monthly rent payments to Resort. Sublessee shall agree to submit such payments in a timely fashion, as directed by Resort. City shall not permit any occupancy or residence of the premises or site except pursuant to a written sublease or agreement.
11. **INDEMNITY:** City agrees to indemnify Resort for any and all damages arising from breach of the terms of this Agreement. City’s assignment of the subleases does not relieve City of any responsibility set out in this Agreement or the subleases, and is for the purposes of Resort’s security only. Resort’s acceptance of the above-described assignment of the subleases and rents shall not obligate Resort to assume any obligation under any sublease, nor shall Resort be liable in any way for any injury or damage to persons on or about the premises. City agrees to indemnify and hold Resort harmless from such premises liability, and from all liability which may be incurred by reason of the assignment of subleases or rents.

- 12. TERMINATION:** This Agreement may be terminated by mutual written agreement of both parties. Unless a mutual agreement is made, the Lessee is liable for payment until the term of the Agreement has expired or until the Site is again placed with another guest, whichever comes first. For occupancy of 30 days or greater, the Resort may terminate this Agreement for material noncompliance with the terms of this Agreement. The term “material noncompliance” within the terms of this Agreement includes: one or more substantial violations of the Agreement; repeated minor violations of the Agreement that disrupt the livability of the property, adversely affect the health or safety of any person, or the right of any site occupant to the quiet enjoyment of the Site and related property facilities; any action that interferes with the management of the property or has an adverse financial effect on the property; non-payment by the Lessee of any financial obligation due under the Agreement; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Site by other guests; threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity; threatens the health or safety of any on-Site property management staff responsible for management; any drug-related or criminal activity on or near the Site, engaged in by a site occupant, any member of site occupant’s household, or any guest or other person under site occupant’s control. The notice must be served on the Lessee in accordance with state and local law.
- 13. ATTORNEYS’ FEES:** In the event of any dispute under this Agreement, or any default in the performance of any term or condition of this Agreement, the prevailing party is entitled to recover all costs and expenses associated, including reasonable attorneys’ fees.
- 14. INDEPENDENT COVENANTS:** This Agreement is to be construed as though the covenants between Resort and City are independent and not dependent. City is not entitled to any offset of the payments or other amounts owing under this Agreement against Resort if Resort fails to perform its obligations set forth in this Agreement. This Agreement is governed by and construed in accordance with the laws of the state of Colorado and venue is in Chaffee County.
- 15. CONDITION OF THE SITE:** By signing this Agreement, the City acknowledges that the Site is safe, clean and in good condition.
- 16. SECURITY DEPOSIT REFUNDS:** Resort will hold the security deposit for the period the Lessee or its subtenants occupies the Site. The amount of the refund will be determined in accordance with the following conditions and procedures: If the reservation is cancelled by the Lessee or its subtenants prior to the arrival date for any reason, the deposit is nonrefundable. The Resort will refund to the Lessee the amount of the security deposit, less any money needed to pay the cost of unpaid sums; unpaid utilities; damages that are not due to normal wear and tear; charges for late payment; and returned-check charges for unreturned keys/gate cards. For occupancies of 30 days or greater, Resort agrees to refund the amount computed or to provide a written statement showing the specific reason(s) for the failure to return said deposit within 60 days after the end date of Agreement.

- 17. KEYS / LOCKS:** When this Agreement ends, the City agrees to return all keys provided by the Resort back to the Resort. There is a \$10 charge for each key not returned and a \$15 charge per each gate card not returned.
- 18. MAINTENANCE:** The Resort agrees to make necessary repairs with reasonable promptness. City agrees that its subtenants and site occupants shall: use all fixtures and equipment in a safe manner and only for the purposes for which they are intended; not destroy, deface, damage or remove anything from the improvements on the Site, landscaping, common areas or project grounds; give the Resort prompt notice of any defects in the fixtures, appliances, heating and cooling equipment or any other part of the related facilities; remove garbage and other waste from the Site in a clean and safe manner and dispose in the dumpsters provided within the RV Resort.
- 19. DAMAGES:** Whenever damage is caused by carelessness, misuse, or neglect on the part of a site occupant, their family, or visitors, the City agrees to pay: the cost of all repairs; and to do so within a timeframe established by the Resort and City, not more than 30 days after receipt of the Resort's demand for the repair charges.
- 20. RESTRICTIONS / ALTERATIONS:** The City agrees that its site occupants or subtenants will not do any of the following: change or remove any part of the exterior fixtures, or equipment; attach or place any fixtures, signs, or fences on building(s) or on the project grounds; or place any aerials, antennas, or other electrical connections on the Site.
- 21. GENERAL RESTRICTIONS:** The site occupant may use the Site only as a private dwelling for the individuals listed in the applicable Sublease with the City.
- 22. THE LESSEE AGREES NOT TO:** Sublet or assign the Site, or any part of the Site, except as pursuant to the terms of this Agreement; use the Site for unlawful purposes; engage in or permit unlawful activities in common areas or on the Resort grounds; make or permit noises or acts that will disturb the rights or comfort of neighbors. The site occupant agrees to keep the volume of any radio, stereo equipment, television, or musical instrument at a level that will not disturb their neighbors.
- 23. CONTENTS OF THE AGREEMENT:** This Agreement and any approved attachments, attached as Exhibits to this Agreement, make up the entire Agreement between the City and Resort regarding the Site. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Resort and City will continue to be bound by them.
- 24. DISCRIMINATION PROHIBITED:** The Resort agrees not to discriminate based on race, color, religion, creed, national origin, sex, age, handicap, or familial status.
- 25. ADDITIONAL TERMS SPECIFIC TO AN RV SITE:**
- Site occupant agrees to protect the pad from any possible leak from RV or trailer by using oil pans or jack stands. A minimum \$250 Site clean-up fee will be assessed to Lessee to clean up any stains on the concrete.

- Lessee agrees to pay for any cleaning and/or repair of oil, hydraulic or any other stains that come from its RV, trailer, or vehicle.
- The GFI/20-amp outlets on the pedestals are ONLY for the water heating equipment and plugging any auxiliary heated hoses or heaters into this circuit will cause the circuit to trip and the water to freeze up.
- Lessee agrees that any skirting must match in color and style with RV and must be constructed in a neat and professional manner (i.e., no duct tape or mismatched materials). Any overspray in paint from painting the skirting will be cleaned/repainted at Lessee's expense.
- The skirting must go up in a timely manner. Installation of the skirting must be completed within 5 days.
- Lessee is responsible for the cost of their electric usage, which will be metered and billed monthly by the Salida RV Resort.

26. PETS. City agrees to obtain, in writing within the applicable Sublease Agreement, the Name, Breed, Age, Description/Marking/Notes of any pets who will be permitted on the Site. City agrees to share this information, in writing, to Resort. City also agrees to share the following reminders with any site occupants and subtenants:

- Each pet owner is responsible for keeping their pet contained, quiet, and cleaned up after
- Wild animals are encountered in the RV Resort as well as high volumes of foot and vehicle traffic.
- Failure to abide by the pet rules may result in fines up to \$250 and/or early termination of stay.

27. RULES ACKNOWLEDGEMENT: Lessee acknowledges that the Rules of the Salida RV Resort, annexed hereto as **Exhibit B**, have been read, reviewed, and accepted and are to be strictly complied with by the site occupants and subtenants and their pets. Lessee acknowledges that Lessee has and accepts responsibility for informing the entirety of their party of the Rules and required compliance with the Rules by its subtenants and site occupants. The Rules are important to the Salida RV Resort community to maintain order, aesthetic appeal and to enhance the quiet enjoyment of all residents and guests.

CITY OF SALIDA:

ATTEST

By: _____
Mayor Dan Shore

By: _____
City Clerk Erin Kelley

G2M, LLC, d/b/a SALIDA RV RESORT:

By: _____ Date: _____

Name: _____ Title: _____

Exhibit A
Form of Sublease Agreement

Exhibit B
Salida RV Resort Rules and Regulations

OPEN DOORS RV RENTAL PROGRAM

SUBLEASE AGREEMENT

This **Sublease Agreement** is made between the City of Salida, a Colorado statutory municipal corporation ("City"), individually or collectively as the "Sublandlord," and _____, as the "Subtenant," together referred to as the "Parties," for the Open Doors RV Rental Program.

The Parties agree that the Subtenant shall lease from the Sublandlord a portion of the Sublandlord's interest in the premises located at Site # _____ 6507 CR 102, Salida RV Resort, Salida Colorado, (the "Premises") on the following terms:

1. **SUBLEASE TERM.** The term of the Sublease will be for a period of _____ months, beginning on _____ and ending on _____.
2. **RENT.** Subtenant will pay a total monthly rent of \$ _____. Rent will be due by the first day of each month directly to the Chaffee Housing Authority, on behalf of the Sublandlord. Rent will be prorated for any fractional portion of the month at the beginning and end of the lease.
3. **SECURITY DEPOSIT.** Subtenant will pay \$ _____ to the Chaffee Housing Authority, on behalf of the Sublandlord as a security deposit. Deductions permitted by Colorado law may be made from the security deposit and the remainder, if any, shall be returned to Subtenant within 21 days of the termination of Subtenant's tenancy. The security deposit may not be used as last month's rent.
4. **TERMINATION NOTICE.** Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his/her tenancy.
5. **SUBTENANT'S INTEREST IN THE PREMISES.** Subtenant is one of _____ total tenants occupying the Premises (the "Tenants"). Subtenant WILL ☐ WILL NOT ☐ share a bedroom at the Premises. If Subtenant will share a bedroom, it will be shared with _____

_____. Subtenant may share all of the common spaces (e.g. living room, dining room, kitchen, bathroom) in the Premises equally with the other Tenants.

6. **OVERNIGHT GUESTS.** The Subtenant DOES ☒ DOES NOT ☐ need to obtain Sublandlord's permission prior to the stay of any overnight guest(s) for a period longer than two (2) nights.
7. **UTILITY CHARGES.** Monthly rent will include the following: water, sewer, trash, access to electricity and internet, snow removal on roads, use of the grounds and access to the Resort clubhouse for all occupants. Electricity will be available on the site, but payment will be the responsibility of the Subtenant and will be coordinated between the Resort and the Subtenant. High-speed internet will also be an option that Subtenant would pay for separately, also to be coordinated between the Resort and the Subtenant. Propane is not included in the available utilities at the site; however, a propane-filling station will be available at the Resort, to be paid for by the Subtenant.
8. **HOUSEHOLD CHORES.** The Tenants will divide all household chores include, but are not limited to: trash removal; sweeping and mopping of floors; cleaning bathroom; cleaning of dishes; general tidiness and surface cleaning; vacuuming; occasional propane filling; snow shoveling of site; checking of utility connections, etc.
9. **NOISE LEVEL.** During all hours the Tenants will maintain a noise level conducive to peaceful habitation throughout the neighborhood. Quiet hours are between 10PM and 8AM.
10. **SMOKING.** (Check one) Smoking IS ☐ , IS NOT ☒ allowed in the Premises.
11. **ALCOHOL.** (Check one) Alcohol IS ☒ , IS NOT ☐ allowed in the Premises.
12. **REGISTRATION OF VEHICLE(S):** Subtenant agrees that, unless otherwise approved in writing by the Sublandlord, only the following vehicles may be placed on the Site:
- Make: _____ Model: _____ Lic. Plate #: _____ Year: _____ Color: _____
- Make: _____ Model: _____ Lic. Plate #: _____ Year: _____ Color: _____
13. **PETS REGISTRATION:** Subtenant agrees that, unless otherwise approved by in writing by the Sublandlord, only the following pets may occupy the Site:

Pet Name: _____ Breed: _____ Age: _____
Description/Markings/Notes: _____

Pet Name: _____ Breed: _____ Age: _____
Description/Markings/Notes: _____

Site Reminders regarding pets:

- Each pet owner is responsible for keeping their pet contained, quiet, and cleaned up after
- Wild animals are encountered in the RV Resort as well as high volumes of foot and vehicle traffic.
- Failure to abide by the pet rules may result in fines up to \$250 and/or early termination of stay.

14. MASTER LEASE. In addition to the provisions of this Sublease Agreement, the Subtenant agrees to be bound by all the conditions of the lease between Sublandlord and the landlord, G2M, LLC, doing business as the Salida RV Resort (the “Master Lease”). **The Master Lease is attached to this Sublease Agreement for reference.** The terms of the Master Lease are hereby incorporated into this Sublease Agreement. No representation that is not included here or in the Master Lease shall be binding upon the Parties.

15. TERMINATION OF MASTER LEASE. If Sublandlord terminates his/her tenancy in the Premises under the Master Lease, Sublandlord will provide thirty (30) days’ notice to Subtenant. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.

16. CONDITION OF THE PREMISES. Subtenant acknowledges that s/he has examined the Premises and that they are in good condition except as follows _____

_____. Upon the termination of this Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or those persons who are invitees of the Subtenant.

17. SUBLEASING AND ASSIGNMENT. Subtenant may not lease, sublease, or assign the Premises without the prior written consent of the Sublandlord.

18. COMPLETE AND BINDING AGREEMENT. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be

enforceable until signed by both Subtenant and Sublandlord. Any modification to this Agreement must be in writing, signed by both Sublandlord and Subtenant.

19. DISCLOSURES; PROVISIONS

20. Summary:

Sublease begins on _____ and ends on _____.

Rental Deposit is \$ _____.

Rent is \$ _____.

Pro-Rated Rent for first calendar month is \$ _____.

Total Due Upon Occupancy is \$ _____.

Rent is due on the 1st of every month for the term of this lease, **payable to the City of Salida,** and can be mailed to:

Chaffee Housing Authority
PO Box 699
Salida, Colorado, 81201
Attn: RV Open Doors Program

Contact for Chaffee Housing Authority is 719-530-2590.

We, the Undersigned, agree to the above stated terms.

Sublandlord

Signature

Printed Name

Date: _____

Subtenant

Signature

Printed Name

Date: _____

Salida RV Resort

Rules and Regulations

Adopted: _____

Effective: _____

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DRAFT

Salida RV Resort

Rules and Regulations

1. **Introduction**

The Salida RV Resort and Management have adopted these Rules and Regulations (the "Rules") for the benefit of all occupants of the resort.

It is especially important that you become familiar with the Rules, not only to comply with, but also to inform your guests/occupants of the contents of this document in order to avoid fines that could result due to Rules violations by your guests or occupants.

The Resort and/or Management may amend these Rules from time to time.

These Rules are intended to maintain order, aesthetic appeal and to enhance the quiet enjoyment of all residents of the Salida RV Resort community.

Common courtesy and regard for your neighbors is the best measure of appropriate conduct.

2. **Application Process**

To utilize an RV or Park model site at the Salida RV Resort for three months or greater, an application must be submitted and approved by Management. Management has the right, based on request/application, to conduct a background check, credit check, as well as employment verification. A \$25 application fee is required.

3. **Check-In Times**

- RV Patrons: check-in time is 12:00 p.m. and check-out time is 10:00 a.m.
- Park Model/Chalets: check-in time is 3:00 p.m. and check-out time is 10:00 a.m.
- Call the office to make arrangements to check in late.

4. **Security Deposit Required 3 months or greater**

- A security deposit of \$500 is required for an RV or park model site.
- To reserve the site, the deposit must be collected at time of signing a lease.
- Security deposits will be returned within 60 days of occupant's vacating property.
- The Salida RV Resort may withhold from deposit any money needed to pay the cost of unpaid rent, unpaid utilities, damages that are not due to normal wear and tear, charges for past due payment of payment and returned-check charges for unreturned keys/gate cards.

5. **Cancellation Rules / Early Termination Rules After An Agreement Has Started**

The Occupant is responsible for the entire duration of the Agreement term, unless by mutual agreement of all parties to the Agreement. The Salida RV Resort may terminate the Agreement for violations of the Agreement, criminal activity, subletting the property or the RV, or any activity that may threaten the quiet enjoyment, health, or safety of others in the Resort or the property.

6. **Occupancy Restrictions / Rules**

- The maximum occupancy for an RV site is 6 adults.
- The maximum occupancy for a one-bedroom park model is 4 adults.

7. **Change of RV Arrival Date**

- Arrival dates for RVs may be changed with written notice of date change received 30 days prior to arrival date and modification of the term of an Agreement to equal the original duration (i.e., 6 months) of the signed agreement.
- If a site or Park Model/Chalet is not left in a clean condition (the same condition as it was found upon move-in), then:
 - **For RV and Park Model Sites:** There will be a minimum charge of \$250 for any oil stains, jack stains, hydraulic stains, skid marks, etc. Cleaning, repair, and potentially replacement of damaged concrete could be the responsibility of the occupant. Salida RV Resort urges occupants to use all precautionary measures to avoid stains on concrete, including oil pans under RVs/trailers and jack stands under all jacks.

8. **Payments**

- The Resort accepts checks, credit cards, and debit cards for payment. We do not accept cash. Payment is due on the 1st of each month and considered late on the 6th, with a late fee of 18% of the monthly payment, no exceptions.

9. **All Charges Must Be Paid in Full When Due**

Unless specified otherwise in writing, the site balance is due in full on your scheduled arrival date of RVs.

- **Bookings:** A specific site or Park Model/Chalet booked is reserved for the guest. However, given unexpected events such as water loss or electric loss, it is sometimes necessary to relocate a reservation. Resort staff will contact the guest prior to moving a reservation to be sure all the guests' needs have been accommodated. If the guest cancels due to the move, no charges will apply.
- **Payment/Reservation Holding Fee:** A \$_____ reservation holding fee will be required at the time of booking. This payment is non-refundable and will be applied to the reservation total on arrival. The balance of the reservation will be charged 21 days prior to arrival to the card on file unless prior arrangements are made to collect the funds.
- **Cancellation Policy Prior to Taking Occupancy:** Cancellation must be made via phone or email 21 days prior to the day of check in or the balance of the stay

will be charged. If the reservation is cancelled fewer than 21 days in advance of the reservation, the \$_____ administrative fee will not be refunded.

10. **RV Rules**

- All RVs, their occupants and guests must register at the Salida RV Resort office before proceeding to their reserved site number.
- RV Guests are permitted 1 RV and 2 vehicles per assigned site. Sleeping or camping in vehicles is prohibited.
- Your RV must fit in the designated site without sticking out into the roadway.
- Self-contained vehicle waste storage tanks must have the outlet plugged except when a sewer connection is available.
- The following are not permitted: tent trailers, tents, tiny homes/trailers, horse trailers.
- If an RV is older than 20 years, entry is subject to approval. Current photos of the of the RV must be sent to Management for approval prior to making a reservation.
- All RVs must be fully self-contained.
- Salida RV Resort reserves the right to inspect any RV prior to entry. If the RV does not meet the requirements, entry to the park will be denied without refund.
- If a guest with a future reservation sells, trades, or plans to bring another RV into the Resort, Management must be contacted to update the RV information and assure that standards are met.
- RVs must be occupied and attended overnight to be a guest. RVs must be fully self-contained with built-in kitchens, shower, and flush toilet.
- All sewage equipment must be hooked up to the RV driver's side using a sewer elbow attachment.
- Colorado law allows for removal of a recreational vehicle from a recreational vehicle resort when the guest fails to depart by the checkout time on the agreed date.
- All RVs must be currently registered and maintained in good condition and running order.
- No RV deemed to be in a "poor" state (e.g., broken or cracked windows, flat tires, rusted, badly dented, or in need of paint) will be allowed to remain in the Salida RV Resort.
- Approved recreational vehicles include Class A, Class B, Class C Motorhomes, hard-sided travel trailers, and toy haulers.
- Resort Management has the right to refuse use of sites to RVs which do not meet these criteria.
- Pop-up tent trailers and cab-over-truck campers must receive prior approval from the Salida RV Resort.

- All RVs must be leveled and supported with the proper equipment.
- 2 RVs or 2 fifth wheels/travel trailers are prohibited on 1 RV site.
- To ensure your water line or sewer line does not freeze during the winter, it must be disconnected overnight and when absent from the RV for any extended period.
- Never turn off the breaker to the electrical panel, as the electrical panel controls the heat tape on the water line.
- The GFI/20-amp outlets on the pedestals are ONLY for the water-heating equipment and plugging any auxiliary heated hoses or heaters into this circuit will cause the circuit to trip and the water to freeze.
- If occupant does not adhere to the following requests, they could be held responsible for repair or damages resulting from a freeze.
- You must have your sewer and/or gray water hose connection attached to prevent sewer gasses from escaping (this also applies to pop-ups).
- You must keep all cords, cables, and hoses coiled and out of the way of mowers and weed eaters.
- If you are staying with us for an extended period, we require that you place your sewer hose inside a PVC pipe or other factory drain support hose system. We will not be held responsible for damage to hoses during site maintenance.
- Please take all your items with you when you leave the Resort – even if for a short trip.
- If towing a cargo trailer, the trailer can park on the RV site if there is sufficient space and that the trailer does not extend into the street, on the grass area, or impeding traffic or neighbors in any way.
- **RV Skirts Are Seasonally Recommended.** We highly recommend you skirt your RV if you are staying with us long-term during the winter months. There are a couple of requirements regarding the skirting that you must adhere to:
 - Skirting must be tidy, neat, and presentable.
 - Skirting color/material must match the main color of the RV. Examples of unacceptable skirting would include unpainted foam board and duct tape holding up the skirting. Skirting is allowed from October 1 to May 1 and adjustment can be made by Management, depending on weather.
 - Skirting must go up in a timely manner.
 - Skirting installation must be completed within 5 days from the date installation began.
- **Propane Rules:**
 - Occupant is solely responsible for arranging for pickup, delivery, and service of propane tank.

- An unenclosed auxiliary exterior propane tank, per RV site, is allowed from October 1 until May 1 (winter months) but must be removed within 15 days if the site is vacated. No auxiliary exterior propane tanks larger than 125 gallons are allowed. This rule does not apply to small tanks (20-30 gallons) that are a part of barbeque grills, gas heaters and/or gas fireplaces if those tanks are enclosed within these items and are not freestanding tanks attached only by a hose.

11. **Park Model Site Rules**

Park Models are permitted 1 Park Model and 2 vehicles per assigned/paid site.

12. **Utility Rules**

- **WiFi:** Wireless internet is provided at an additional cost throughout the Resort. Contact office for more specifics regarding internet capacity and subscription options.
- **RV Utilities:**
 - RV sites offer full hookups for water, sewer, electric (30- & 50-amp service), and Wi-Fi internet. Heat tape and water probes at each site allow for winter reservations.
 - Given that power surges or other utility failures may be out of Resort staff's control, refunds may not apply for electrical, internet, or cable outages or frozen water lines.
- **Park Model Utilities:**
 - Given that power surges or other utility failures may be out of Resort staff's control, refunds may not apply for electrical, internet, or cable outages or frozen water lines.
 - Electric costs and internet costs are not included in the monthly rental payments to the resort. Service is transferred to occupant when An Agreement is signed.
- Each RV occupant or operator is responsible for the orderly maintenance of their site; it is to be always kept clean.
- Each Park Model resident is responsible for the orderly maintenance of their site.
- All sites are to be always kept clean.

14. **Damages**

Pre-move-in inspections are conducted and well documented. The Resort reserves the right to charge the credit card on file for any damages incurred during your stay. Damages may include, but are not limited to, stains on the driveway, any additional cleaning needed due to smoking, damages due to pets, or any other damages outside of normal wear and tear.

15. Insurance for Occupants

- The Salida RV Resort provides no insurance covering occupant, their property, or their guests.
- Occupants are responsible for providing their own personal property and liability insurance.

16. Rules of the Road in the Salida RV Resort

- The safety of all Occupants, occupants and guests is the responsibility of everyone. Please obey all traffic rules and be attentive and courteous to others using Resort roadways. Traffic regulations are strictly enforced.
- Violators will be asked to leave the resort and fines of up to \$250 may apply.
- The speed limit is 5 mph.
- All Occupants, occupants and guests are required to obey the traffic laws of the state of Colorado when using Resort roads.
- Drivers are required to yield to pedestrians in marked crosswalks and at all intersection crossings.
- Pedestrians, including children, should not dart into the path of any vehicle.
- Pedestrians are required to walk on the left side of the road, facing traffic.
- Please note that snowmobiles or ATVs are not permitted to be operated within the resort.

17. Snow Plowing Rules

- RV Sites will be plowed the day of arrival.
- Streets and common areas are plowed within 24 hours of a storm's end when it snows in excess of 3".
- Berms resulting from street plowing will be removed; however, this may not happen immediately if there is a high volume of snow.

18. Vehicles, Motorcycles and Golf Carts

- Vehicles, motorcycles, and golf carts must park in designated parking areas.
- Two standard-size passenger vehicles/golf carts or two motorcycles are allowed per site.
- The vehicle(s) may not infringe on adjacent sites.
- Vehicles and motorcycles must be currently registered and in good running order. Issues such as flat tires, dead battery, leaks, broken windows, or are deemed to be in generally poor condition, including the exterior, may not be parked with the Salida RV Resort.
- All vehicle repairs, maintenance (e.g., oil changes, lubes, etc.), and washing of RVs are prohibited.

- Golf carts are allowed to be operated, and all passengers must always be safely seated.
- The operation of vehicles inside the Salida RV Resort is limited to licensed adults who must proceed with extreme caution.
- All posted traffic signs must be obeyed, and the posted speed limit is 5 mph and is strictly enforced.
- No boats, utility trailers, storage trailers, or auto trailers may be parked in the Salida RV Resort without written approval of Management.
- Vehicles in violation of these rules will be towed at the occupant's expense.
- The speed limit on Common Area streets is 5 miles per hour.
- If this limit is not obeyed, you may be fined.
- Speeding violations must be reported in writing to the Management Company. Please include a vehicle description, license plate number and address, if known.
- Occupants should be constantly aware of pedestrians, especially children walking between buildings or vehicles.
- Any vehicle parked in a fire lane, or a no-parking zone will be towed immediately, without notice, at Occupant's expense.
- Except as specifically permitted by C.R.S. § 38-33.3-101, et. seq., no commercial type vehicles, campers, trailers, boats, vehicles and/or trucks over one ton may be stored or parked in the Common Area at any time.
- Neither automotive repair work or car washing is allowed in the Common Area.
- Abandoned vehicles (inoperable and/or unlicensed) will be ticketed and the Occupant given 24 hours' notice to remove vehicle. After 24 hours, the vehicle will be towed, without further notice, at the Occupant's expense.
- All vehicles must be parked off the street and may not be left unattended for more than 24 hours.
- Salida RV Resort does not store vehicles/RVs.

19. Wheeled and Other Toy Rules

- Skateboards, remote control toys, bicycles, and hoverboards must be operated with extreme caution.
- Children must be accompanied by a person of at least 14 years of age or older, and proper safety attire must be always worn.
- Wheeled toys, skateboards, remote control toys, bicycles, and hoverboards must not be parked on the street and/or intrude on other sites.
- If occupants or guests bring a bicycle to the Resort, the bicycle may not be stored outside of an RV or Park Model/Chalet when the occupant or guest is not visiting the Resort.

- All posted signs are strictly enforced. Drones, for everyone's privacy, are prohibited.
- Throwing footballs, baseballs, frisbees, or related items is not permitted on the street and/or neighboring sites.

20. Rules on Unreasonably Loud and Disturbing Noises

- Within the Salida RV Resort, unreasonably loud or disturbing noises are always prohibited.
- Quiet time is 10:00 p.m. to 8:00 a.m.
- Motorcycles, diesel vehicles, other vehicles, or machinery with louder than standard exhaust are not permitted inside the Salida RV Resort during this time.
- No generators may be used in the Salida RV Resort.
- All guests should be courteous to other guests, ensuring noise levels are acceptable even during the day.
- Loud music is not permitted at any time.
- RV occupants/operators and Park Model/Chalet residents are responsible for the conduct of their family occupant, guests, and/or visitors while at the Salida RV Resort.
- RV occupants/operators or Park Model/Chalet residents, their family occupant, guests, or visitors who create a disturbance or behave in a manner that constitutes a threat or substantial nuisance to other Salida RV Resort guests will not be allowed to remain on the property.
- This rule does not apply to noises outside the Salida RV Resort or those in the surroundings.

21. Outdoor Furniture and Site Rules

- Only outdoor furniture may be stored outside RV or a Park Model/Chalet.
- All indoor furniture, major appliances, household and cleaning supplies must be stored in the RV or a Park Model/Chalet.
- Storage of items underneath, on top, or outside is not permitted. No tarps are allowed.
- All plants must be potted in proper containers and are subject to Salida RV Resort approval of type, size, number, placement, etc. (e.g., no paint buckets or plastic nursery containers).
- No hot tubs or portable swimming pools are allowed at any site.

22. Outdoor Structures and Accessories Rules

- Other than awnings designed to be attached to an RV or Park Model/Chalet, awnings and similar accessories are prohibited, including, but not limited to, sheds, fences, tents, latticework, clotheslines, pools, or bedding. Canopies are allowed if securely tethered down.

- The following are prohibited:
 - Motorized scooters
 - Drones
 - Inflatable bounce houses
 - Trampolines
 - Temporary/portable pools
 - Tents of any kind
 - Parking or driving on grassy areas
 - On-property maintenance of RVs or other vehicles (i.e., motorcycles), including washing, oil changes, and lubes.
 - Bike riding after dusk
 - Defacing of Resort property. Violators will be assessed a penalty for damage incurred.
 - Poles, stakes, or other objects that are inserted in the ground or tied to trees.

23. Pets Are Allowed at RV and Park Model Sites

- Occupants will be charged a minimum \$250 clean-up fee for any pet waste not cleaned up or damages caused by pets.
- No livestock is permitted in the Resort.
- All guests are responsible for picking up after their pet keeping them contained in the Resort.
- All guests are required to register their pet upon check-in.
- Domesticated pets are allowed and must be kept on a leash or always confined to the applicable site.
- Up to two pets, subject to written approval, are allowed per site for an additional fee.
- Please do not leave your pets unattended or exposed to the environment and surrounding wildlife. Rattlesnakes and other wildlife have been found on the Resort. Additionally, temperatures can reach over 90°F in this area and could be hazardous to your pet's safety.
- Pets must be taken off the Salida RV Resort premises or to the designated "Dog Park" for exercise.
- All pet waste must be cleaned up as soon as deposited, including at the applicable site.
- We reserve the right to exclude pets from the Salida RV Resort if we deem the pet to be a "problem."
- Aggressive or barking dogs will not be allowed to remain at the Resort.
- No pet is to be left outside when the occupant or residents are away from the site.
- The pet occupant is solely responsible for any damage done to persons or property by the pet.

- Only pets that belong to registered RV guests are allowed on the property.
- No pet bedding, towels, blankets, etc., in Resort washers and dryers.
- Occupants/Residents are allowed to house onsite no more than two domestic household pets per unit.
- Pets are not to be tethered, leashed, or tied to any Area.
- An Occupants/Residents must maintain strict control of and over any cat, dog, or other animal always.
- Occupant/Resident is responsible for all damage, excessive noise, or nuisance caused by such animal. Any damage to the Areas caused by an Occupant's animal will be repaired at the expense of the Occupant.
- Length of pet leash must be limited to 6 feet.
- All pets must be registered with the Management office.
- Pet occupants should remember that the City or County may also have ordinances in effect regarding pets. Upon receiving a complaint, animal control personnel may remove pets that are not on a leash.
- No pets are allowed unsupervised while outdoors on the property.
- Occupants/Residents are responsible for picking up their animal's waste immediately and disposing of it properly.

24. Rules Regarding Children / Family Responsibilities

- Children are welcome at the Resort but must be always supervised. For the protection of all children at the Resort, parents are responsible for the well-being of their children.
- The Resort strives to make the stay of every guest/resident a relaxing and safe experience. Occupants, guests, and residents are responsible for the for the conduct of family occupant and guests while visiting the Resort.

25. Smoking Rules

- No smoking is allowed in any Resort buildings.
- Smoking is allowed in outdoor designated areas and must be properly extinguished.

26. Resort Facility Rules

All rules regarding the use of these facilities must be observed. Management reserves the right to restrict or deny the use of any facility.

- **Laundry Room:** The use of the laundry room is restricted to registered guests. No pets and no smoking allowed.
- **Restrooms/showers:** The use of the restrooms/showers is restricted to registered guests and their visitors. Personal belongings may not be stored or left behind. All such items left behind will be discarded. No pets and no smoking allowed.
- **Clubhouse:** Use of the Clubhouse is restricted to registered guests, family, and visitors. The clubhouse cannot be used during quiet time hours (10:00 p.m. to 8:00 a.m.). No pets and no smoking allowed.
- **Pavilion Area:** The use of the Pavilion area is restricted to registered guests. Prior approval from Management must be obtained to use the Pavilion Area.

The pavilion area cannot be used during quiet time hours (10:00 p.m. to 8:00 a.m.).

- **Amenity Area:**

- Fire pits and BBQs must be always attended
- Check the surrounding area for flammable debris
- Do not place any outside objects into or within 5 feet of the fire pit
- Guest amenity furniture is not to be moved
- Please be courteous with your time if other guests are waiting for use
- Management reserves the right to restrict the usage at any time

27. Common Area Rules

- Activity is prohibited which would damage or deface ground, walkways, and improvements in the Common Areas. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc.
- No sleeping at any time in the Clubhouse or any other Resort facility.
- Any damage to the Common Area caused by the Occupant, a member of his family, or their respective guests or occupants must be repaired at the expense of that Occupant.
- Littering of the Common Area is prohibited.
- Motorized vehicles, bicycles, skateboards, roller skates, and the like are not allowed on sidewalks or lawns.
- The careless or reckless operation of any vehicle is strictly forbidden.
- Individuals are responsible for damage resulting from the operation of any vehicle.
- Except as may otherwise be approved in writing by Management, no Occupant, Resident, or lessee may install wiring for electrical or telephone installation or for any other purpose. No television or radio antenna may be installed on the exterior of the building or protrude through the walls or the roof of the building, except as installed by the Declarant as part of the Project or as may be expressly allowed by 47 C.F.R. 1.4000.
- Except as may otherwise be provided in the Declaration, no Occupant may cause any changes to the grounds, their pad or upon the Common Area without written approval from Management.

28. Fire Safety Rules

- Fire safety is of the utmost importance at the Salida RV Resort.
- No campfires are allowed in the Resort.
- A fire extinguisher must be available in the RV vehicle and in the Park Model
- In case of an emergency, the Resort Management is authorized to move guest's RV equipment or vehicle without notice or liability, to evacuate the

Resort, or take any other reasonable action to protect the health and safety of the guests.

- **Allowed:** Gas BBQs, gas fireplaces, gas fire pits (contained with screen), or gas heaters. When not in use, such equipment must be placed back in storage.
- **Prohibited:** Open flame fire pits, fireplaces, wood burning, non-gas grills. This includes Duraflame-type fire logs.

29. Posted Sign Rules

All posted signs regarding health and safety must be observed and will be strictly enforced.

30. Rules on Neighboring Sites

Do not walk through or encroach on a neighboring site.

31. Ground Irrigation Rules

During grounds irrigation (11:00 p.m. to 6:30 a.m.), all personal belongings should be stowed, and windows secured, to avoid personal property damage. Tampering with sprinklers is strictly prohibited.

32. Rules on Hanging Towels and Clothing

Do not hang towels, bathing suits, clotheslines, clothes or other items outside your RV or Park Model/Chalet.

33. Hazardous Material Rules

No hazardous materials may be used or stored on the site, nor disposed of or spilled inside the Salida RV Resort, at any time.

34. Weapon Rules

The following are NOT permitted outside of an RV or a Park Model/Chalet: legal/illegal weapons, fireworks, firecrackers, slingshots, bows and arrows, pellet guns, toy guns, or anything that could be mistaken as a weapon.

35. Wildlife Rules

The Salida RV Resort is situated adjacent to natural wildlife habitat. Please do not feed the wildlife or leave unsecured food out. We are not responsible for any personal injury or property damage caused by the wildlife.

36. Rules on Signs, Flags and Other Exterior Displays

No signs, flags or other exterior displays are allowed in the Salida RV Resort.

37. Miscellaneous Rules

- No fences are allowed.
- No plants or trees are to be planted without permission.
- Do not park on the grass.

- No statues are allowed outside of your RV or Park Model.
- Bird feeders are not allowed anywhere on the property.
- Wind chimes are not allowed anywhere on the property.
- The storage of garbage, trash, junk, motor vehicles, bicycles, toys, clotheslines, auto parts, towels or anything that creates an unkempt or cluttered appearance on the property is prohibited.
- Clothing, towels, draperies, rugs, or the like are not permitted to be placed on railings, fences, or other structures.
- Patios and balconies must be always kept clean.
- Only appropriate patio or balcony furniture and potted plants will be permitted.
- Potted plants, or other landscaping, are to be kept inside the boundaries of the patio or balcony.
- Hanging or potted plants are permitted if they do not impede access or cause water to drain on the siding, on decorative rock, or into neighboring lots.
- Any changes made to the exterior require approval of the Salida RV Resort Management, i.e., screen doors added to a Park Model or Chalet.
- No personal items may be placed outside of units.
- Electric and gas barbeque grills or fire pits are allowed only on the patio or balcony, behind any fenced area and safely away from the building and any overhangs or eaves of the building.
- No charcoal or wood-burning grills, fire pits, smokers, or similar devices (other than electric or gas) are allowed in the Community.
- RVs and Park Models/Chalets must be kept clean, sanitary, and free from objectionable odors or pests.
- Nothing may be thrown or tossed from any unit. This includes, but is not limited to, cigarettes, cigars, food, stones, missiles, toys, fireworks, and incendiary or explosive devices. Any Occupant or Management staff witnessing such activity may file a complaint against the offending party.
- No littering of papers, cigarette butts, or trash is allowed.
- No trash or other materials may accumulate which will cause a hazard or be in violation of any health, fire or safety ordinances or regulations.
- Garbage is to be placed inside the onsite dumpsters in plastic bags.
- Residents should never leave trash or any item outside or beside a trash containers provided by Management.
- Items too large to fit in the trash containers must be disposed of off-site by occupant.

- This community abides by all local noise ordinances. At a minimum, between the hours of 10 p.m. and 7 a.m., no person may use or operate or allow to be used any musical instrument, loudspeaker, public address system, radio, tape player, disc player, television set or other sound amplifying equipment in such a manner as to be plainly audible when crossing a property line or within a dwelling unit which is not the source of sound. For purposes of this section, “plainly audible” means that the information content of the sound is unambiguously communicated to the listener. Examples include, but are not limited to, understanding of speech, comprehension of raised or normal voices, or comprehension of musical rhythms.
- All vehicles that are parked in the community must have current registration (plates and tags) and be operable.
- Wrecked vehicles with more than \$500 worth of damages must be removed from the community. Those who violate this policy may have their vehicles removed from the property at the vehicle occupant’s expense.
- If there are “handicapped” designated parking areas, only vehicles with a proper handicapped designation may be parked in those areas.
- Vehicles parked in any emergency or pedestrian zone, parked in front of a fire hydrant, double-parked blocking a driveway or parked behind a garage and blocking other traffic are subject to immediate towing at the vehicle occupant’s expense.
- Residents will not, at any time, keep within on site storage sheds anything that is dangerous or detrimental to the safety or health of other Residents of the community, or in violation of any building codes or city ordinances. Prohibited items include fuel (other than in vehicle fuel tanks), flammable materials, and piles of paper, rags, or other flammable material that may create a fire hazard.
- The Salida RV Resort reserves the right to remove, without prior notice, any contents of a storage shed that the Salida RV Resort reasonably believes might constitute a fire or environmental hazard.
- Radios, stereos, musical instruments, blaring car horns, party activities, and other noise sources must be always restricted to a level that does not disturb the other Residents.
- Exterior lights must not be tampered with or turned off unless there is an individual switch inside the unit.

38. Exterior Additions or Structural Changes

You must first have written approval from Management before any alteration or addition can be made to the exterior of a Park Model or to any Common Areas.

An Occupant must submit an Improvement Request for approval prior to installation of screen/storm doors. Approval or disapproval will be given in writing to the Occupant. A copy of the Management Improvement Request is attached to these Rules.

Any changes to the physical structure of any unit or the exterior appearance will require Management approval prior to such changes being made.

Repair of interior damage is the responsibility of the Occupant and is a matter between the Occupant and his/her insurance carrier as provided for in the Declaration. No interior structural changes may be made without the prior written approval of Management.

The exteriors of windows and doors are to be maintained and repaired by the Occupant.

Window coverings which are visible from the exterior of the building must be white or off-white.

39. Satellite Dish Installations

A Management Improvement Request must be submitted and approved prior to the installation of any satellite dish.

The satellite dish must be one meter or less in diameter.

The satellite dish may only be installed in the approved location. Satellite dishes must be mounted on the ground or other approved location. Contact the Management of the Salida RV Resort for their form for architectural submission of the location proposed.

The installation must be completed in a professional manner. Installation must also be done in a way so that the device is professionally installed/grounded to protect against damage to the building and/or Common Area. All fastening devices must be of a non-corrosive and non-deteriorating nature.

The Occupant must have sufficient and proper insurance to cover any losses caused by the presence of said satellite dish.

All wiring and conduits must be straight, level, and concealed from view as much as is practical.

All antennas and satellite dishes not covered by the FCC Rule are prohibited.

The Occupant is to contact the Salida RV Resort's Management Company to inspect and approve installation within five days of completed installation.

40. Sub-Leasing Is Prohibited

A Park Model/Chalet may not be subleased by the occupant without written approval from Management.

41. Mail Service Rules

There is no mail service on the property. Please make alternate arrangements with local mail service providers.

42. No "Drop Off" Rules

All travel trailers and fifth wheels must be accompanied by a tow vehicle that will remain with the occupant unless prior written approval from the Salida RV Resort.

43. RV Zoning / Mobile Homes Prohibited

The Salida RV Resort is zoned for RV use, including RVs and park Models. Mobile homes are not permitted by zoning in the Salida RV Resort.

44. Rule Changes / Management Decisions

The Salida RV Resort retains the right to alter and modify any of these Rules in keeping with all participants' fairness and best interests. Management's decisions in all disputes are deemed final.

45. Termination of Your Stay

Violation of these rules that result in damage or destruction to Salida RV Resort property or threaten the safety of Resort guests will result in the termination of your stay. Additionally, Salida RV Resort reserve all rights to terminate RV guests' or Park Model residents' stays for any reason.

46. Public Laws and Ordinances Rules

All public laws and ordinances must be obeyed within the Salida RV Resort. If the assistance of Management is necessary, the RV occupant or operator must notify the office.