

### 19253 East US Highway 24 Woodland Park, CO 80863

Hello Park Model Space Applicant,

Thank you for your interest in staying in our park for an extended term. Attached you will find a rental application, crime free lease addendum, rental agreement and park and pet rules. Please fill out the rental application and crime free lease addendum & return it to us as soon as you are able so that we might have it approved & get you a site as quickly as possible. Applicants will be placed in a space or on the waiting list in the order the applications are received. If no monthly sites are available a temporary site may be available at the weekly rate. If you have any questions or would like more information please feel free to ask.

Thank you,

Peak View Park 19253 East US Highway 24 Woodland Park, CO 80863 (719) 502-7431 (719) 491-4025

## Peak View Park, Park Model / RV Community

### **Annual Rental Application**

1. Applicant #1:			
Last	First	M.I.	, , , ,
Social Security No:	Driver's License No:	State:	
Phone No	Email Address:	Marital	Status:
Applicant #2:			
Last	First		Birth Date (M/D/Y)
Social Security No:	Driver's License No:	State:	
Phone No	Email Address:	Marital	Status:
	List Name, age and relationship plicants 18 years or older, excep		vho will occupy t
Name Age Social Security Nur	•		
	<del>-</del>		
3. Address A. Present Address:	City:	State: :	Zip Code:
A. Present Address:	City:Phone (Required)		
A. Present Address:		):	
A. Present Address: Owner/Manager: Re	Phone (Required)	): Rer	nt amount:
A. Present Address: Owner/Manager: Re	Phone (Required)	): Rer State:	nt amount:
A. Present Address:  Owner/Manager: Re-  B. Previous Address:  Owner/Manager:	Phone (Required) ason for leaving: City:	): Rer State: ):	nt amount:
A. Present Address:  Owner/Manager: Re  B. Previous Address:  Owner/Manager: Re  From/To: Re	Phone (Required) ason for leaving: City: Phone (Required)	): Rer State: ): Rer	nt amount:
A. Present Address:  Owner/Manager: Rei  B. Previous Address:  Owner/Manager: Rei  From/To: Rei  C. Present Location of RV (If differe	Phone (Required) ason for leaving: City: Phone (Required) ason for leaving:	): Rer State: ): Rer	nt amount:
A. Present Address:  Owner/Manager: Resemble Previous Address:  Owner/Manager: Resemble Prom/To:	Phone (Required) ason for leaving: City: Phone (Required) ason for leaving: nt from present address):	): Rer State:	nt amount:

<b>5. Vehicles:</b> List all be asked to find altern					ng is limited and you may per site.
A. Park Model Yr:	Length:	Make/Model:		Color:	_ State:
Registered Owner:		Phone N	umber:		
B. Vehicle 1 (Inc. in rent	) Yr: Make/M	odel:	Color: _	State:	License No:
C. Vehicle 2 (additional	charges apply for additi	ional vehicles, both veh	icles must fit on site) <b>Yr</b>	:	
Make/Model:		Color:	State: L	icense No:	
6. Applicant #1 E	mployment H	listory:			
A. Present Employer: _		Employers Ph	one No:	Supervisor:	
Employer Address:	t Address		City/State		Zip Code
Position:	Length of emp	oloyment:	Monthly Salary:	Other Inco	me:
B. Previous Employer:		Employers Pl	none No:	Supervisor:	
Employer Address:	et Address		City/State		Zip Code
Position:		oloyment:		Other Inco	·
Applicant #2 Emp	oloyment His	tory:			
A. Present Employer: _		Employers Ph	one No:	Supervisor:	·····
Employer Address:	t Address		City/State		Zip Code
Position:		Length of emplo	oyment:	Monthly Sal	ary:
B. Previous Employer:		Employers Pl	none No:	Supervisor:	
Employer Address:	et Address		City/State		Zip Code
Position:	t	ength of employm	ent:	Monthly Salary:	
7. Credit Charact	ter Reference	s:			
A	Address:		Phone No: _		_
В	Address:		Phone No: _		_

Dhone No.

Addrace.

9. Additional Questions: Have you or any person who will occupy	the premises ever (Questions A-I must be answered)
(A) Broken a Rental AgreementYes	No□
(B) Been EvictedYes	No□
(C) Received a non-renewal noticeYes	No□
(D) Filed for bankruptcyYes	No□
(E) Had Judgment filed against youYes 🗆	No□
(F) Been sued for nonpayment of debtYes 🗖	No□
(G) Been convicted of a felonyYes	No□
(H) Been or currently involved in illegal activityYes	No□
(I) Been convicted for dealing or manufacturing illegal drugs Yes $\Box$	No□
If yes to above questions please explain:	
10.Emergency Contact:	
Name: Phone No:	Relationship:
Agreement & Authorization Signature  I believe that the statements I have made are true and correct agent to perform a credit and/or criminal background check, communication with any and all names and organizations listed the 'Background Check Disclosure Statement and FCRA Summ RV space and does not constitute a rental or lease agreement decide to rent a space at Peak View Park I agree to be bound to park rules and regulations. Any questions regarding rejected a accompanied by a self-addressed stamped envelope.  A good faith deposit of \$300 is provided. It is understood that stamount will be refunded at the time of such rejection. Should the applied to the security deposit required at the time of lease signification (we) are obligated to sign a lease, failure to do so shall be cause the damages without recourse.	rerification of information I provided and ed on this application. I have read and understand ary'. I understand this is an application to rent an in whole or part. If application is approved and I by the terms of the attached agreement and by the pplications must be submitted in writing and hould this application not be accepted, the full is application be accepted, the amount shall be ng. Upon acceptance it is further understood that I
Applicant Signature: Da	ate:
	<del></del>
Spouse Signature: Da	ate:

## **Peak View Park**

# Annual Rental Agreement Space \_\_\_\_\_ For Park Model Tenants

Tenants who are listed on this application agree to lease the space in **Peak View Park (**Landlord,) referred to in the Balance of this document as "Park" or Landlord, according to the term set forth in this agreement.

TERM: This Rental Agreement shall establish an annual tenancy. Tenant acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date specified herein. The lease will expire or renew annually on the anniversary date of If no action is taken by either party the lease will automatically renew for another 1 year period with all the same terms and conditions, however rent increases may occur with 30 days notice any time after the first year lease is completed.
RENT: Tenant(s) shall pay rent \$600 per month in full on the 1 <sup>st</sup> day of each month, commencing on for 19253 Hwy 24 Space, Woodland Park, CO 80863. The rent and all other charges must be paid without deduction or offset and in advance before the 5 <sup>th</sup> day of each month. A late charge may be assessed by management in the amount of \$10/Day whenever rent is paid after the 5 <sup>th</sup> of each month. A check return charge may be assessed by management in the amount of \$50.00 whenever a check for rent or any other charge is returned unpaid from a bank or financial institution. All rent and utility charges due and owing herein shall be made payable to: Peak View Park, LLC, by check or money order and be delivered either personally or by U.S. Mail to the park office at the following address:  Address Peak View Park, LLC, P.O. Box 771, Woodland Park, CO 80866-0771
RENT INCREASES: Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than thirty days from the date of written notice from the park and not during the first year of the lease.
UTILITIES AND OTHER CHARGES: Included in the rent are the monthly charges for: Water, Garbage, Sewer.  Management reserves the right to change the charge for these services should economic conditions change regarding the delivery of these services. In addition, the following utility services or other charges will be billed by the Service Provider to the Tenant(s) on a monthly basis: Electricity and Natural Gas, Phone Cable, Internet and any and all other services not stated herein. Any charges for services tendered by Landlord are due and payable on the 1st day of each month following the billing under the same terms and conditions as the payment of rent. In the event that these charges are changed by any governmental or quasi –governmental agency, the increase or decrease for such charges shall be billed directly to the Tenant(s) at the same time as they become effective.
ADDITIONAL SERVICES: Additional services to be provided by the Park: None
SECURITY DEPOSIT: Tenant(s) shall pay the amount of \$0 for a security last month's rent and \$0 utility deposit, which shall be refunded upon termination of the Tenant(s)'s tenancy in the Park to the extent that the amount is not necessary to remedy the Tenant(s)'s default in the performance of this Rental Agreement and/or to repair damages to the space or Park caused by the Tenant(s), not including ordinary wear and tear.
PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park Rules that now exist and such additional rules as may be promulgated by the park from time to time. CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, and EQUIPMENT OR PHYSICAL
IMPROVEMENTS: The Park's rules and regulations, standards of maintenance of physical improvements in the park, together with services (including utilities), equipment and physical improvements within the park may be changed from time to times as provided by any law then in effect.
ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a Park Model is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner or at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a Park Model without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the Park Model.
TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space
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TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a Park Model at the space for the term of one year, unless the Tenant(s) sells the Park Model to a purchaser who is approved by the Park and who executes a new Rental Agreement.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s)'s Park Model or the premises without approval from . Tenant(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.

PETS: Special Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by the Park from time to time.

MEGAN'S LAW DISCLOSURE NOTICE: The Colorado Bureau of Investigation, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to Colorado Revised Statutes (CRS) 16-22-102 - C.R.S. 16-22-115; C.R.S. 18-3-414.5; C.R.S. 16-13-901 - C.R.S. 16-13-906. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Colorado Bureau of Investigation also maintains a Sex Offender Identification web site through which inquiries about individuals may be made. http://sor.state.co.us/

USE PROHIBITED: The Park Model and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

WAIVER: The waiver by the Park or, of the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be a waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant(s) or any violation of Park Rules or failure of Tenant(s) to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

INTERPRETATION: Each provision of this agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Tenant agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Tenant only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by owner by written agreement signed by both of the parties, by operation of law or in any manner provided by the Park Model Park Occupancy Law or other applicable law.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement, together with a copy of the Park Rules and Regulations, and further, that he and/or she have read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

Resident Signature	Date	Resident Signature	Date
Landlord Signature June 14, 2018 Page 6 of 10	Date		

#### **Crime Free Lease Addendum**

In consideration of the execution or renewal of a lease of the unit identified in the lease, Owner and Resident agree as follows:

- 1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21U.S.C. 802]).
- 2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the said premises.
- 3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.
- 5. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in any illegal activity, including criminal street gang activity, as defined in Colorado § 18-23-101; assault and battery, as prohibited in Penal Code; burglary, as prohibited in; the unlawful use and discharge of firearms, as prohibited in; sexual offenses, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

## 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

- 7. In Case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature	Date:
Resident Signature	Date:
Landlord Signature	Date:
Peak View Park, LLC	



### **Rules and Regulations**

The purpose of these rules is to make this park a better and neater place for you and your neighbors to live. Your cooperation is greatly appreciated.

Speed Limit is 10 MPH

Quiet Hours are from 9:00 PM to 7:00 AM.

Maximum of 2 vehicles and 1 RV per site. No additional trailers, boats, outside storage, etc allowed in space.

A maximum of five (5) persons allowed per RV site. Extra Charge for more than 5.

Overnight visitors are permitted to stay up to 3 consecutive nights in any 7 day period. Any visitor wanting to stay more than 3 nights must register with the office prior to the visitor's stay.

You, as our guest are responsible for the conduct of your visitors. Please ensure that they are familiar with all of our Rules and Regulations before they enter the park.

Parents are responsible for the supervision, conduct, and behavior of their children at all times.

You may wash your RV on site twice a year. Must see office for details before washing. No other vehicle washing allowed.

No vehicle maintenance, oil changes or repairs allowed. Emergency repairs may be allowed with manager approval. See management prior to starting any emergency repairs.

One (1) Professionally constructed shed not to exceed 115 sq. ft. may be approved by management.

No temporary buildings, structures, outside appliances, window air conditioners, etc. without management approval.

Outdoor patio furniture, a few potted plants, etc. may be allowed on your patio as long as site looks neat and uncluttered. No landscaping (plants/bushes/fences/gardens/lawn jockeys) may extend beyond your patio pending approval of the office. No indoor furniture may be left on patio.

Outside of RV and Lot area must be kept clean and free of debris. Trash must be bagged and placed in dumpsters.

Please no mats or rugs on the grassy areas.

No open fires except in barbeque grill or in small management approved fire pits that are at least six inches above the ground.

Outside clothes lines may be used if approved by management.

No RVs that fall into a state of disrepair will be allowed to remain in the park.

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Please respect your neighbor and do not cut through their site. All property must be in the confines of the space.

Each RV will use one space and hookups for that assigned space only.

A maximum of 2 pets per RV are allowed. All pets must be registered with office prior to bringing pet into park. Additional pet restrictions apply, see management for pet rules.

Visitors are not allowed to bring any pets into the park. Ever.

No tents. Also before driving stakes of any kind into the ground, please contact the office. This is for your safety as well as that of our water, sewer and electric lines.

Sewage and gray water must not run on the ground. A positive sewer seal is required at both ends of your sewer hose.

All RV's and other vehicles must have current license, registration and insurance at all times.

No Soliciting or any commercial activity.

No Sub-Leasing without management approval.

No fireworks allowed. Ever.

Renters and all other users of this property are liable for all property damages.

All Local, State and Federal laws are applicable to all persons on the premises.

All RVs must be skirted.

Rowdiness, loud music, abusive language, violent behavior, and drunkenness, possession or use of drugs will not be tolerated.

Objectionable conduct of any kind or violation of any park rule or anyone causing a disturbance will immediately be asked to leave the premises and will forfeit all fees.

Vandalism in any form will not be permitted.

Smokers please do not throw cigarette butts on the ground. No Smoking in ANY park building. Please advise your guests.

Off road, all terrain or unlicensed vehicles are not permitted to be ridden in the park.

Management reserves the right to evict or refuse entry to any person who has evidenced a disregard for the rules without a refund. Guests and their visitors use the site at their own risk.

Rent is due on your due date. Three days grace period will be given for late rent payments. Anyone later than three days will be charged \$10.00/day. Anyone later than five days may be evicted and deposit will be forfeited.

Occupants and their vehicles may be removed without a judicial hearing by law enforcement officers upon 72 hours written notice for failure to pay full amount of space rental when due or for failure to comply with written rules and regulations of the park.

Management assumes no responsibility for accidents, injuries, or losses from any cause. The camper agrees to carry and maintain in full force and effect adequate property and liability insurance on any vehicle or recreational unit brought into the park. We are not responsible for your losses due to theft, fire, storms, accidents, or rushing or rising water. We reserve the right to make changes to the rules, regulations and fees that we deem necessary.

We cannot strongly enough emphasize the necessity of each tenant's conformance with the rules. Your cooperation will make this park a better and neater place for you and your neighbors to live.

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PET RULES: Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the Park Model. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. No more than two (2) dog or cat is permitted in addition, resident may keep a maximum of two (2) birds and/or (1) aquarium.

- A) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium sized cats or dogs (which, at maturity, do not exceed 50 pounds in weight) are permitted. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited unless specifically approved by management.
- B) Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- C) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.
- D) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.
- E) If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

The following rules must be strictly followed by all pet owners:

- 1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
- 2) All pets must be registered with office prior to bringing pet into park
- 3) Maximum of two (2) quiet well-mannered pets are allowed per site.
- 4) Pets must be on a leash when not inside the RV.
- 5) All pets are to be kept inside at night and are never to be left unattended.
- 6) Any pet running loose in the Park will be turned over to SPCA or other authority. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.
- 7) Pets will not be allowed in any park building at any time.
- 8) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.
- 9) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. Small temporary pet pens may be used as long as they are stowed inside or under while not in use.
- 10) Visitors are not permitted to bring any pet into the Park.
- 11) Feeding of stray cats and other stray or wild animals is prohibited.
- 12) The tying up of pets outside the RV and/or leaving them unattended outside is prohibited.
- 13) No tying up of pets to any park property at any time.
- 14) If Resident's pet is allowed to exercise in Resident's yard or elsewhere, all excrement must be picked up, wrapped in a plastic bag and placed in the trash immediately bags must be carried at all times while walking pet(s). Failure to do so shall be grounds for revocation of privilege and possible eviction.
- 15) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

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