

# Comer Hill Estates Mobile Home Park

## PARK RULES

### Please read and retain

Our Park Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable. All tenants and occupants of the Park are subject to all of the terms and conditions of these Park Rules. These Park Rules are subject to revision and change by the Landlord with two weeks' written notice to the Tenant.

### 1. MANUFACTURED HOME AND SITE

The manufactured home and site shall be attractively maintained by the Tenant and shall comply with all applicable laws, ordinances and regulations of the Province, District, and Municipality. Any external additions or alterations to the manufactured home require a building permit from the **Cariboo Regional District Building Dept.** displayed in a window and the written permission of the Landlord before commencement of any work. No alterations or changes by the Tenant to the Site's ground level are permitted.

**(a) Landscaping & Fencing:** Any fencing, plants, shrubs or trees that are present now or are added in the future are and remain the responsibility of the Tenant and must be maintained by the Tenant at the Tenant's cost, in good condition. Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Landlord. Any tree pruning by the Tenant must first be approved by the Landlord. The Landlord reserves the right to remove or prune any tree or shrub on the Site or in the Park. All fencing must not exceed 5 ft in height and must be stained or painted on both sides to prevent deterioration and be maintained in good repair.

- In general, a fence is not allowed on a lot that has a septic field and/or septic tank and/or septic distribution box and/or any septic infrastructure other than the septic pipe attached to the home.
- Landscaping, Fencing, Outbuildings, Additions, Vehicles, or anything that could inhibit access, must not be placed over water lines, septic, electrical lines, gas lines, Telus, Shaw or any in ground infrastructure.
- Must not exceed 5 ft in height.
- A fence must include, at the tenant's expense, a gate that can be used for service maintenance no less than 10 ft in width. The Landlord will work with the Tenant to determine the Fence and Gate location.
- Fence applications must include a lot map with measurements to lot lines, to services in ground and above, and to the home. Applications may require the cost of a contractor for line and service location at the expense of the Tenant.
- Fencing material must be approved by landlord with respect to the height, colour and material.
- Any damage or work caused by any component of the fence will be charged to the tenant.

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**(b) Outbuildings:** Only one outbuilding is allowed per lot. The manager/landlord will not allow an outbuilding on many Park lots because of in ground services. The maximum dimensions are 10 ft high by 10 ft wide by 10 ft deep. Placement of outbuildings must be approved by the Landlord in writing prior to the purchase or construction of same. If a Tenant places an outbuilding on or around the lot without written consent of the Landlord, they may be advised that it must be moved and must comply with such a request immediately. If a Tenant places or constructs an outbuilding without approval, and it is found to be in an area over services such as septic or water line and/or causes damage to such services and/or other Park property, the Tenant will be responsible for the costs of any necessary repairs. Any unapproved structure must be taken down at the tenant's expense. Upon move out, the landlord has the first right of refusal for the outbuildings.

*Note: **Outbuildings** are defined as a building or structure such as a shed or gazebo or garage, or anything of that size, on the same lot but separate from the home.*

**(c) Additions:** No structural additions may be made to the Site or the Home without the Landlord's prior written approval. This includes, but is not limited to, decks, storage sheds (whether built or purchased), stairs, garages, and gazebos. The Landlord will require plans or photos, together with any required building permits or local authority approvals to be submitted, before approval will be considered.

*Note: **Additions** are defined as a portion of a building added to the original manufactured home.*

**(d) Site Maintenance:** The Tenant must maintain the Site, the landscaping and the home in good repair and in a safe, neat, clean and sanitary condition. The Site, outside of the home, and any decks, must be used only for outdoor living, not storage. Specifically, outdoor furniture and barbeques are permitted; freezers, appliances, tires, exercise equipment, storage containers, tarps, canopies, and refuse of any kind must not be kept on the Site or decks.

Maintenance of improvements is entirely the responsibility of the Tenant and the Landlord is not responsible or liable in any way for their repair, safety, construction standards, or future condition. The Tenant is also responsible for the following:

- The Tenant's dwelling unit, skirting and additions.
- Hitch must be removed and skirting acceptable to the Landlord must be installed within thirty (30) days of occupancy.
- Siding and skirting must be vinyl. Plywood or particleboard is not acceptable. Colour must be acceptable to Landlord. Access door must be built close to water and septic connection.
- The utility connection lines from the Park's service points to the manufactured home.
- Setup, blocking and periodic leveling of the manufactured home and additions.
- The Site's landscaping, fencing, retaining walls, driveways, or other improvements.
- Lot number affixed to front of the Home with numbers 4 to 6 inches in height.

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- Television, radio or ham antenna or any similar large antenna or any large obsolete satellite dish or non-functioning satellite dish are not permitted.
- Homes must always be maintained in a way that will always comply with CSA - Z240 or CMHC - NHA standards.
- Oil tanks and oil furnaces are not allowed.

In order to protect the overall Park appearance and property values of the other homes in the Park, maintenance work not completed by the Tenant within 15 days of receipt of a final notice from the Landlord to do so may be completed by the Landlord and the Tenant shall reimburse the Landlord for the actual cost of such work plus a 20% administration fee.

**(e) Clothes drying is permitted** on the Site only on an umbrella/rack type clothes dryer in an inconspicuous location on the Site.

**(f) Services:** Tenants must ensure that water lines, pipes and taps have thermostatically controlled and functioning electric heat tape strapped securely in place over the entire exposed length and covered with insulation. Tenants are responsible for the expense of replacing or servicing water, sewer, electrical, cable or television connections, if required due to negligent or improper use by Tenant. One specific example is if the Tenant were to park over the septic tank, distribution box, septic field, septic line or some other service line within the yard and caused cave in or damage, the Tenant would be responsible for the expense.

**(g) To protect underground utilities, Tenants must check with Park management prior to digging any holes.**

**(h) Water:** Please use water responsibly. Excessive use of water is not permitted, such as washing of commercial vehicles, washing guest vehicles, filling pools or watering of lawns (please hand water lawns, flower gardens and shrubs). You must comply with any water restrictions within the Province and Cariboo Regional District. Please be mindful of any possible leaks in your unit and repair immediately when found. If the Park has to fix a leak, it will be billed to the Tenant.

**(i)** Tenants shall not set any open fires or camp fires in the Park. Charcoal grill use is permitted. Propane campfire pits are permitted.

**(j) Inspection and repairs:** The Landlord may enter the Site during reasonable hours with at least 24 hours notice, or at any time during an emergency, to inspect with regard to compliance with these Rules and with the law, or to erect, use and maintain pipes and conduits in and through the Site, as the Landlord may deem necessary or desirable, and to take all material onto the Site as may be required.

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### 2. MOVING IN OR OUT:

- (a) Manufactured Home (“Home”) must meet CSA-Z240 or CMHC-NHA standards.
- (b) Professional movers must move home into or out of the Park between the hours of 8 A.M. and 5P.M.
- (c) The cost of moving and “set up or take down with service connections” is the responsibility of the tenant.
- (d) Tenants must give the Landlord at least thirty (30) days notice in writing of their intention to move.
- (e) Valid permits to set up must be obtained from the **Cariboo Regional District Building Dept.** and be displayed in window during set up. Final inspection must be called for within ninety (90) days of occupancy.
- (f) Rent is payable to the end of the month in which the tenant is moving.
- (g) Upon leaving the Park, tenants must leave the Lot clean and in good condition. If the Landlord is obliged to clean or repair any part of the Lot, the tenant shall be required to pay for such work at the actual cost to the Landlord plus 20%.

### 3. GUESTS and SUB-LETTING:

- (a) The Tenant assumes full responsibility for their guests' conduct and behaviour and will be held liable for all damages caused by themselves, any guests or other persons permitted by the Tenant to enter the Park.
- (b) Those who wish to sub-let their home in the Park must contact the Landlord and any potential resident must complete an “Application for Occupancy”. The Landlord maintains the right to accept or reject potential residents.

### 4. GARBAGE

The Park provides garbage pickup for household garbage only and importing garbage from work or outside the Park is not permitted. The Park does not provide recycling pickup, and each Tenant must make their own arrangements. No burning of trash, leaves or other materials is allowed in the Park or on the Site. All garbage must be put in plastic bags in tamper proof garbage containers. Each Tenant must provide their own garbage containers. Tenants are also responsible for helping keep animals away by keeping green waste/food waste inside until garbage day in the summer months.

### 5. PETS

- (a) **Written Approval:** The pet population is controlled by the Landlord. No more than 1 pet per home is allowed. The Landlord may deny a request to bring a pet into the park. Every pet requires prior written approval by the Landlord before occupying the home and the Tenant will be required to sign a Pet Agreement that becomes a material term of the Tenancy Agreement. The name, description and picture of the pet will be

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collected upon application. Any pet that is not registered with the Park must be removed from the Park. All pets must be spayed or neutered when they become of age and any pet of age that has not been spayed or neutered will not be approved.

- (b) Control and cleanup for pets:** Authorized pets must be kept quiet and under control and must always be kept on a leash when outside the Tenant's home or the Tenant's yard. It is the responsibility of the Tenant to clean up after their pet and to keep the pet off the sites of other tenants. Pet owners are responsible for all damage done by themselves or their guests' pets to their Site, the Park's common property or the Site or property of other tenants or their guests.
- (c) Complaints:** Pets that are noisy, unruly or who cause complaints must be removed from the Park upon receiving written notice from the Landlord to do so.
- (d) Breeding** of pets or keeping of livestock or poultry is not permitted.
- (e) Wild animals:** The Tenant agrees not to encourage or feed wild animals or birds in or near the Park.

### 6. EXTENDED ABSENCES

Tenants planning to be away on vacation or any absence in excess of one month are required to:

- (a)** notify the Landlord of expected departure and return dates;
- (b)** arrange for maintenance of their lawn and home site, and advise their neighbours;
- (c)** provide emergency contact information to the Landlord.

### 7. VEHICLES

- (a)** Speed limit in the Park is 20 km per hour. Pedestrians and bicycles have the right of way.
- (b)** Noisy vehicles, off road motorbikes, snowmobiles, quads, hot rods, recreational units or other disturbing conveyances are not allowed in the Park.
- (c)** Only two vehicles shall be permitted per site.
- (d)** All vehicles in the Park or on the Site must be currently licensed and insured for use on public roads and be in operating condition.
- (e)** Repairs to any type of vehicle, boat or trailer or any type of unit with a motor are not allowed in the Park.
- (f)** No parking is allowed on Park roads or on lawns at any time.
- (g)** Recreational vehicles, motor homes, travel trailers, campers, camper vans, tent trailers, tents, boats, boat trailers, utility trailers, trailers, large trucks (over 1 ton), logging trucks, semi trucks and commercial vehicles are not allowed in the park without the landlord's consent.

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### 8. GENERAL CONDUCT

- (a) The rights and privacy of all park residents must be respected by other tenants at all times. The Landlord shall have the right to terminate the Tenancy Agreement for repeated violations.
- (b) The Park maintains quiet hours from 11 pm to 8 am. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbours.
- (c) Loud and annoying parties or other gatherings or unusually disturbing noises are not allowed at any time, and tenants are responsible for the conduct of their guests at all times. The Landlord shall make the determination of what constitutes “unusually disturbing”.
- (d) Tenants must ensure that the use of their Lot and Home complies with all provincial, regional and municipal statutes, regulations and by-laws.
- (e) Abusive or offensive language is prohibited in the Park.
- (f) No person is allowed to enter another tenant’s site without that tenant’s permission, except in an emergency.
- (g) No skateboarding, snowboarding, skiing or roller skating is permitted in the Park.

### 9. COMMERCIAL ENTERPRISES

- (a) No selling, soliciting, peddling, manufacturing, business operations, or commercial enterprises of any kind are allowed within the Park.
- (b) No signs or advertisements of any nature may be displayed by the Tenant within the site area or on any area of the Park.

### 10. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS ETC.

The Landlord encourages the direct communication of violations of any of the Park Rules between the tenants themselves. The majority of the Park residents support these rules, and reasonable people will adhere to them for the common good. Complaints should be made in writing to the Landlord. Your suggestions and input are welcome.

Any breach of these Park Rules by the Tenant will be considered a breach of a material term of the Tenancy Agreement, and may result in a Notice to End Tenancy or other penalty as provided by the *Manufactured Home Park Tenancy Act and Regulations*.

### 11. LIABILITY

The Tenant acknowledges that the use of common areas by themselves and their guests are entirely at their own risk. The Landlord is not responsible or liable for damage, injury, or loss by accident, theft or fire to either the property or person of residents or their guests.

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The Tenant will be held liable for all damage caused by themselves, their guests or others, and that the Tenant assumes all such responsibility.

### 12. HOME SALES

- (a) Before listing a home for sale, the owner of the home must notify the Landlord. At this time the Tenant will be provided with the information needed to proceed with the sale (i.e. Application for Tenancy, Instruction to REALTORS<sup>®</sup>, Park Rules, etc.). "For Sale" signs may only be placed in the window of the home.
- (b) Those who wish to purchase existing residences already in the Park must complete a new "Application for Tenancy". The Landlord maintains the right to accept or reject new owners or tenants.
- (c) Residences being sold must be brought up to current Park standards as outlined by the Landlord before sale or within thirty (30) days of occupancy. Owners understand that failure to comply may result in the termination of tenancy approval.

### 13. CRIMINAL ACTIVITY

The production, growing, processing, criminal activity, or manufacturing of cannabis or any other drugs anywhere on the site or in the Park is strictly prohibited.

### 14. GENERAL

If any provision of these Park Rules is held invalid, illegal or unenforceable by a court or any other tribunal of competent jurisdiction, that provision shall be deemed to be severed and have no further force and effect. All other provisions of these Park Rules shall remain in full force and effect.

Situations or conditions not covered by these Park Rules or by the Tenancy Agreement should be discussed with the Landlord prior to making any decisions.

*THANK YOU FOR YOUR COOPERATION*

THE TENANT(S) ACKNOWLEDGE RECEIVING A COPY OF THESE PARK RULES

ON \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature