

Guardian Village Mobile Home Park 6947 Grant RD

Park Rules

Please read carefully

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 Rules and they must be observed by all residents and their guests. Also, any additional rules which are posted in the Park form part of these rules.

These Park Rules are subject to revision and change by the Landlord with two weeks written notice to the Tenant as per Sec 29 of the M H P Tenancy Regulation.

1. SITE

(a) **The Site** shall be attractively maintained by the Tenant; clutter visible from the roadway that detracts from the curbside appeal of the Park and depresses overall value for everyone, is not permitted. No alterations or changes to the Site's ground level are permitted without the Landlord's consent.

(b) **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 in good condition by the Tenant at the Tenant's cost. Removing or adding to the fencing, shrubs and trees on the street side of any site requires the prior permission of the Landlord. The Landlord reserves the right to remove or prune any tree or shrub on any Site or in the Park. All fencing must conform to the zoning by-law concerning heights and must be stained or painted to prevent deterioration, and be maintained as required.

(c) **Vinyl or tarp type garages or shelters** are not to be set-up in any driveways or front yards. These structures are only allowed if approved by the landlord and the adjacent neighbours but must be located back from the driveway and front yard.

(d) **Clothes drying** is permitted on an umbrella or conventional type clothesline in an inconspicuous location. Pole location must be approved in advance by the Landlord to avoid damage to utilities.

(e) **Services:** The tenant is responsible for all utility services maintenance and repair after the connection point of each unit. To protect underground utilities, check with the landlord prior to digging any holes. Should any problems with water or sewage occur within the park, please **INFORM the landlord immediately!**

(f) **Water:** CRD water restrictions must be adhered to.

(g) **Inspection and repairs:** The Landlord may enter the Site for inspection and repairs as needed as per Sec 23 of the Manufactured Home Park Tenancy Act.

2. HOME

(a) Maintenance and set-up: The Tenant must maintain the home; keeping it in good repair and in a clean and sanitary condition. 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. Unless otherwise specified in a written agreement between the Tenant and the Landlord, the Tenant is responsible for expenses and maintenance of the Tenant's dwelling unit, skirting and additions, as well as, setup, blocking and periodic leveling of the manufactured home and additions.

(b) Permits: Any additions or alterations to the manufactured home require a building permit from the District of Sooke and the written permission of the Landlord before commencement of any work. They also must comply with all applicable laws, ordinances and regulations of the Province, District, and Municipality as from time to time amended.

(c) Skirting: All units are to be fully skirted with suitably sized access door to permit access to services under the unit; and shall be painted or pre-finished so that the design and construction complement the main structure. Also, the towing hitch on the mobile home must be suitably skirted.

(d) Uncompleted maintenance work: In order to protect the property values of the other homes in the Park, the landlord may issue a final notice to complete any unfinished maintenance work. Any work not completed by the Tenant within 30 days of the receipt of a final notice may be completed by the Landlord or his delegate, and the Tenant shall reimburse the Landlord for the actual cost of such work.

3. GARBAGE

The Park provides bi-weekly roadside garbage pickup in the totes provided. Only those materials approved for disposal at the CRD Hartland Land Fill shall be placed in the containers; no hazardous waste, including but not restricted to, any radioactive, volatile, explosive, flammable toxic or hazardous or banned materials shall be placed in these containers. On garbage day, all trash must be properly bagged and placed in the containers for pickup at the roadside and the containers must be **returned** at the end of the day so they are **out of sight**. No storage of garbage cans, bottles, boxes, or equipment around the mobile home visible to the roadway will be permitted.

This Park participates in local recycling to cut down on overall garbage and everyone is encouraged to contact the CRD for times and rules governing their blue box program.

4. PETS

(a) A maximum of two smaller sized neutered pets are permitted per site.

(b) Breeds of animals that are considered to be vicious or are restricted by any bylaw or regulatory agency will not be permitted to be in the Park or on the Site under any circumstances.

(c) Quiet pets under control are welcome and must be kept on a leash at all times when outside the Tenant's home or the Tenant's fenced yard. It is the responsibility of the Tenant pet owner to clean up after his pet and to keep the pet off the sites of other tenants. Pet owners are responsible for any and all damage done by their pets, either to their manufactured home site, the Park's common property or the property of other tenants or their guests.

(d) Pets that are noisy, unruly or who cause complaints must be removed from the Park within two weeks of receiving written notice from the Landlord to do so.

5. VEHICLES

- (a) The speed limit in the Park is 15 km per hour. Pedestrians and bicycles have the right of way.
- (b) Noisy vehicles, noisy motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the Park.
- (c) A maximum of two licensed vehicles are permitted per site and must be currently licensed and in operating condition. One exception may be made for one vehicle that is unlicensed for a set time frame, if held for a particular seasonal use, but it must have storage insurance and be in operating condition. The vehicle must be capable of being moved under its own power with inflated tires and be maintained and washed as to not appear derelict.
- (d) Automobile and boat repairs are not allowed on home sites except for an emergency repair.
- (e) No parking is allowed on lawns (grassed areas) at any time; any vehicles found on the lawns may be subject to an immediate tow at the owner's expense.
- (f) Additional recreational vehicles, boats, utility trailers must be stored on a site back from the driveway except if the tenant has only a single vehicle and if the driveway is large enough to accommodate one and it is approved by the Landlord.
- (g) Large trucks (over 1 ton) and commercial vehicles must be kept off site.

6. GENERAL CONDUCT

- (a) The rights and privacy of each tenant must be respected by other tenants at all times. The Landlord has the right to terminate the Tenancy Agreement for repeated violations.
- (b) Quiet hours must be maintained from 10:00 pm through to 7:00 am. All noise must be curtailed during these hours so as not to disturb neighbours.
- (c) Loud and annoying parties are not allowed at any time, nor will loud stereos, televisions or other excessive noise be tolerated. Tenants are responsible for the conduct of their guests at all times while they are in the Park.
- (d) Abusive or offensive language is prohibited in the Park.

7. COMMERCIAL ENTERPRISES

- (a) No selling, soliciting, peddling or commercial enterprises are allowed within the Park without first obtaining written consent from the Landlord.
- (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 except unit number, name of occupant and "for sale" signs.

8. GUESTS

The Tenant assumes full responsibility for his guests' conduct and behavior, and will be held liable for any and all damages caused by him/herself, all guests or servants or others that occur within the Park. Only one family is permitted in permanent residence per site. Should you have guests staying with you for a period longer than a week, please notify the landlord in advance.

9. HOME SALES

Before listing a home for sale, the owner of the home to be sold must notify the Landlord. At this time the Tenant will be provided with the information needed to proceed with the sale (ie. Application for Tenancy, Park Rules, etc.) Prospective new owners must have an interview with the Landlord; no sale is final until the Landlord approves the purchaser.

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 most 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 *MHPT Regulations*.

11. LIABILITY

The Tenant is responsible to insure all personal property including the home and its contents located on the Site and that the Landlord shall not be liable for, or on account of, any loss or damage to such property due to but not limited to the action of any third party, fire, water, theft or burglary, vandalism, the elements, or interruption of any services including but not limited to sewer, water, power or any other similar causes. The Tenant further agrees to obtain such insurance as is necessary to protect the Tenant, occupants and guests of the Tenant, or others from loss, injury or liability. The Tenant acknowledges that the use of common areas by himself and his guests are entirely at their own risk. Furthermore, 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. This will be considered full notification that the Tenant will be held liable for any and all damage caused by him/herself, guests or others, and that the Tenant assumes all such responsibility.

12. SUBLETTING

The Tenant understands and agrees that **no subletting** of the manufactured home and no boarders or lodgers will be permitted without the landlord's permission.

13. 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 reviewed with the Landlord prior to proceeding.

Owned and Operated by: Larry & Fern Johnson (Lafe Holdings Ltd)
Tel: 479-8938 or cell 885-4002

On Site Manager: Craig Wilson (Residing @ (# 16) Tel: 250-642-7091

THANK YOU FOR YOUR COOPERATION

A copy of this document has been given to the tenant(s) on Dec 15, 2010.