

# PARK RULES

## THREE RIVERS TRAILER COURT

### 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 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 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. No Heat Pumps can be installed. The tenant must maintain the 2 feet of surrounding their manufactured home.

- (a) Landscaping: Any 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 shrubs, gardens 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.
- (b) Site Maintenance: The tenant must maintain the site, the landscaping and the home in good repair and in safe, net, 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. Specifically, the tenant is responsible for expenses and maintenance of:
- The tenants dwelling unit, skirting and additions;
  - The utility connection lines from the parks service points to the manufactured home;
  - Setup, blocking and periodic leveling of the manufactured home and additions; and
  - The site's landscaping, fencing, rock walls, driveways, or other improvements.

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 tenant

shall reimburse the landlord for the actual cost of such work plus a 10% administration fee.

- (c) Clothes drying is not permitted outside.
- (d) 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. Tenants are responsible for these expenses of replacing or servicing water, sewer, electrical, cable or television connections, if required due to negligent or improper use by the tenant.
- (e) **TO PROTECT UNDERGROUND UTILITIES, TENANTS MUST CHECK WITH PARK MANAGEMENT PRIOR TO DIGGING ANY HOLES.**
- (f) Water: Please use water responsibly. Excessive use of water is not permitted, such as washing of streets, commercial vehicles, guest vehicles or overnight watering of lawns (please hand water flower gardens and shrubs).
- (g) 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.

## **2. GUESTS**

The tenant assumes full responsibility for his/her guests conduct and behavior and will be held liable for all damages caused by him/herself, any guests or other persons permitted by the tenant to enter the park.

- (a) Persons under the age of 18 are not allowed in the recreational or laundry areas without an accompanying adult.
- (b) Children must always be supervised by an adult (over 18 years of age) on common area. The landlord will not be held liable for any injuries.

## **3. RENTING**

Tenants are not allowed to rent out their manufactured home or site at any time.

## **4. GARBAGE**

- garbage receptacles are for household garbage only and importing garbage from work or outside the park is not permitted.
- The park participates in local recycling program. Information on types of materials and pickup schedules are available at the park office or posted.

**\*\* ALL GARBAGE MUST BE PUT IN TAMPER PROOF GARBAGE CONTAINERS AS POSTED. \*\***

## 5. PETS

- A Maximum of 1 (one) pet per site are permitted.
- Pet size is restricted to under 15 (Fifteen) inches in height and/or under 20 (twenty) pounds in weight when full grown.
- No vicious dog is permitted to be in the park or on the site under any circumstances. For the purposes of this rule a vicious dog means:
  - (a) any dog with a known propensity, tendency, or disposition to attack without provocation any domestic animal or human;
  - (b) any dog which has bitten another domestic animal or human without provocation;
  - (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of those breeds; and
  - (d) any dog that aggressively harasses or pursues a human or domestic animal.
- Exotic Pets are not allowed in the park for the protection of all park residents.
- Written approval: Every pet requires prior written approval by the landlord before occupying the home and the tenant will be required to sign a pet agreement and becomes a material term of the tenancy agreement.
- Control and cleanup for pets: Authorized pets must be kept quiet and under control and must always be kept on a leash when outside of the tenant's home or the tenants fenced yard. It is the responsibility of the tenant to clean up after his/her pet or guests pet and to keep the pet off the sites of other tenants. Pet owners are responsible for all damage done by their or their guests' pets to their site, the parks common property or the site or property of other tenants or their guests.
- 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.
- **Any dog that is found off-leash, or an owner that is found to not be picking up dog waste immediately after defecation, will be issued a \$50.00 fine. Further offences may result in eviction and/or removal of the pet from the park.**
- Breeding of pets or keeping of livestock or poultry are not permitted.
- Wild animals: Considering the potential disturbance and mess, the tenant agrees to not 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 2 (two) weeks are required to:

- (a) Notify the landlord of expected departure and return dates;
- (b) Provide post-dated rental cheques for the period of absence;
- (c) Arrange for maintenance of their lawn and home site, and advise their neighbors; and
- (d) Provide emergency contact information to landlord.

## 7. VEHICLES

- Speed limit in the park is **10 km per hour**. Pedestrians and bicycles have the right of way.
- Noisy vehicles, motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the park.
- **Only 1 (one) licensed vehicle shall be permitted per site.**
- 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.
- Automobile and boat repairs are not allowed on home sites.
- No parking is allowed on park streets or on lawns at any time
- Recreational vehicles, boats, utility trailers, large trucks (over  $\frac{3}{4}$  ton) and commercial vehicles are not permitted in the park, except for service or delivery purposes.

## 8. GENERAL CONDUCT

- (a) The right and privacy of all park residents must always be respected by other tenants. The landlord shall have the right to terminate the tenancy agreement for repeated violations.
- (b) The park maintains **QUIET HOURS FROM 9PM – 9AM.** All noise, particularly noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbors.
- (c) Loud and annoying parties or other gatherings are not allowed at any time, and 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.
- (e) No person may enter another tenants site without that tenant's permission, except in an emergency.
- (f) **NO SKATEBOARDING OR ROLLER SKATING** is permitted in the park.
- (g) Seasonal decorations must be removed within 20 days of the celebrated holiday.

## **9. 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 without first obtaining written consent from the landlord, and then only in areas designated by the landlord.

## **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. A 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 AND INSURANCE**

All tenants are responsible to ensure they have proper insurance coverage for their manufactured home and any oil/propane tanks if necessary.

The tenant acknowledges that the use of common areas by him/herself and 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. 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. OIL / PROPANE TANK**

Oil / Propane tanks must be regularly inspected to ensure proper usage and that shrubs etc. surrounding the tank must be kept trimmed and allow easy access to tank.

## **13. WOOD BURNING FIREPLACES**

Wood and/or Pellet Burning Fireplaces are prohibited in the park.

**14. 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, instruction to Realtors, park rules, etc.). **FOR SALE SIGNS** may only be placed in the window of the home and/or a location designated by the landlord on park property.

**15. 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.

**16. ADDITIONAL OCCUPANTS.**

Thank you for your cooperation.

THE TENANT(S) ACKNOWLEDGE RECEIVING AND AGREEING TO THESE

PARK RULES ON \_\_\_\_\_, 20\_\_\_\_\_.

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TENANT SIGNATURE

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TENANT SIGNATURE