

Blue Spruce Manufactured Home Park
160 Highway 16
Burns Lake BC V0J 1E0

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 the Park Rules set forth herein. Additionally, rules which are posted in the Park form part of these Park Rules, and must be observed by all residents and their guests.

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 OF EACH TENANT. 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 as from time to time amended. Any 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.

(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 be first 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 be stained or painted to prevent deterioration, and be maintained annually.

(b) Clothes drying is permitted on the Site only on an umbrella type clothes line/dryer in an inconspicuous location. Pole location must be approved in advance by the Landlord to avoid damage to utilities.

(c) Services: Tenants must ensure that water lines, pipes and taps have thermostatically controlled electric heat tape strapped securely in place over the entire exposed length. Tenants are responsible for the expense of replacing or servicing water, sewer, electrical or television connections, if required due to negligent or improper use by Tenant.

(d) To protect underground utilities, check with management prior to digging any holes.

(e) 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).

(f) 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 guests' conduct and behaviour, 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. **Persons under 18** are not allowed in the recreational or laundry areas without an accompanying adult.

3. GARBAGE (mark all boxes that apply)

- ☐ Garbage receptacles are for household garbage only, and importing of garbage from work or otherwise is not permitted.
- ☐ Park does not provide garbage or recycling pickup, and each Tenant makes his own arrangements.
- ☐ Park provides garbage pickup - all garbage must be put in garbage containers as specified in these Rules or as posted: _____.

- ☐ No burning of trash, leaves or other materials is allowed in the Park or on the Site.

4. **PETS.** (Mark all boxes that apply)

- ☐ **Banned Breeds:** 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.
- ☐ **NO PETS:** Only caged indoor pets are permitted (such as small birds, fish, hamsters), and no other pets (such as dogs or cats) are allowed in the home or on the site. A pet already on the site before this Rule was in force may continue, but must not disturb other tenants, and cannot be replaced with another pet.
- ☐ **Exotic pets** are not allowed for the protection of all park residents.
- ☐ **MAXIMUM** 1 **PETS** per site.
- ☐ **Pet size is restricted** to under _____ inches in height when full grown.
- ☐ **Written approval:** Every pet requires prior written approval by the Landlord before occupying the home.
- ☐ **Control and cleanup for pets:** 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.
- ☐ **Complaints:** 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.
- ☐ **Park buildings:** Absolutely no pets are allowed in Park buildings except animals certified under the *Guide Animal Act*.
- ☐ **Breeding** of pets or keeping of livestock or poultry are not permitted.
- ☐ **Wild animals:** Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park.

5. **EXTENDED ABSENCES.**

Tenants planning to be away on vacation or extended absence should

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

6. **VEHICLES.** (mark all boxes that apply)

- ☐ Speed limit in the Park is _____ 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 _____ licensed vehicles 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.
- ☐ Additional recreational vehicles, boats, utility trailers or large trucks (over 3/4 ton) and commercial vehicles must be kept at _____.

7. **GENERAL CONDUCT.**

- (a) The rights and privacy of each tenant 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 10:00 pm through to 8:00 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 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 also prohibited in the Park.

- (e) No person is allowed to trespass on another tenant's site without that tenant's permission, except in an emergency.
- (f) No skateboarding or roller skating is permitted in the Park.

8. 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 as designated by the Landlord.

9. MAINTENANCE OF THE SITE AND LANDSCAPING

The Tenant must maintain the Site, the landscaping and the home in good repair and in a neat, 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 (a) the Tenant's dwelling unit, skirting and additions; (b) the utility connection lines from the Park's service points to the manufactured home; (c) setup, blocking and periodic leveling of the manufactured home and additions; (d) the Site's landscaping, fencing, rock walls, driveways, or other improvements.

In order to protect the 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 or his delegate, and the Tenant shall reimburse the Landlord for the actual cost of such work plus 10% administration fee.

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 *MHPT Regulations*.

11. 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. 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.) Note that "For Sale" signs create an unfavourable impression of the Park and generally decrease the value of homes in the Park.

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.

THANK YOU FOR YOUR COOPERATION

A COPY OF THIS DOCUMENT HAS BEEN GIVEN TO THE TENANT(S) ON _____, 20__.