

SUPPLEMENTARY RULES OF
LAKEWAY MOBILE HOME PARK:

These Rules Are Part Of Your Lease.
Be Sure To Read Them Carefully And That You Understand Them.
These Rules Affect Your Rights As A Tenant.

N.B.
In So Far That These Rules Differ From The Lease,
These Rules Will Take Precedence.

Welcome to our mobile home park. We trust our relationship will be a long and pleasant one. The following rules are for the mutual benefit of you and your neighbors. To fully appreciate the Park, your co-operation is required in complying with these rules. It will assist the management greatly if your actions and activities show sensitivity to others.

A. DEFINITIONS (These definitions are not exhaustive)

1. "Landlord" - means the owner of the Mobile Home Park ("Park") in whose sole discretion it lies to approve persons for tenancy or residency in the Park.
2. "Landlord's Approval" - means its approval in writing which is not to be unreasonably withheld.
3. "Tenant" - means the party entering in the lease with the Landlord.
4. "Home" - means the Manufactured Home, located on a pad on the Landlord's property.
5. "Tenancy" - means the time period during which the Tenant is allowed to reside on the Landlord's property.
6. "Lease" - means the Standard Tenancy Agreement, as amended from time to time, of the Manufactured Home Park Association of British Columbia which sets out the terms under which the Tenant and the Landlord will conduct themselves. Supplementary Rule will apply and take precedence over the Standard Tenancy Agreement.
7. "Guest or Guests" - means those people staying for more than fourteen days in the Home of a Tenant. The Landlord's approval is required in all cases.
8. "Sub-Tenant" - means Registered Guest or Guests subleasing the Home of a Tenant. The Landlord's approval is required in all cases.
9. "Estate Representative" - means a person designated under a Will or under the Law as a representative of the deceased's estate.
10. "Inheritance whether under a Will or not, or the recipient of a gift" - means a beneficiary who obtains a Home situated in the Landlord's Mobile Home Park whether under a Will or otherwise.
11. "His" or "Her" or "it" - all expressions are gender-neutral and shall be interpreted as required.

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12. "Plural" or "Single" - all terms may be read as plural or single as the context requires.
13. "Pad rent" or "Rent" - means the rent the Landlord will charge the Tenant for the space on which the Tenant may place his Home. It is payable on the first of each month, in advance.

B. MOVING INTO THE PARK

1. The Home must meet CSAZ-240 or CMHC-NT-IA standards.
2. Home must be moved into Park by professional movers, the cost of moving and "set up with service connections" is the responsibility of Tenant. Where water pressure is above 60 p.s.i., this "set up" must include a water pressure reducer, which either conforms with Municipal standards or is approved in writing by Landlords. A back-flow valve must be installed to prevent drain of water tank when water service is disrupted due to repair.
3. The Home must be set up as low as possible, but ensure adequate crawl space for repairs.
4. The Tenant must remove all hitches on the Home and install skirting acceptable to Landlord, within thirty (30) days of occupancy. Homes shall not be permanently attached to a foundation. Stabilizing devices, piers, blocking or other type of support acceptable to the Landlord may be used.
5. The Tenant must install permanent steps with railing at the front and rear of his Home within ninety (90) days of his occupancy beginning; the maximum extrusion from the Home is 4ft. with a maximum stair width of 3 ft.
6. The Tenant must affix his lot number to the front of his Home in 4-6 inches high numbers.

C. MAINTENANCE OF LOT AND HOME

1. The Tenant must maintain his Lot and Home, its facilities and equipment, in good repair and in a neat, clean and sanitary condition. If Landlord is obliged to clean or maintain any part of the Tenant's lot, the Tenant shall be required to pay for such work at the actual cost to the Landlord plus 20%, or such greater amount as the Landlord shall advise in periodic revisions to these Rules.
2. The Homes must be skirted, painted to match the trailer and skirting must have one 4 foot panel providing easy access for under trailer inspections. Any painted area with faded paint or un-painted areas must be re-painted.
3. The Tenant must keep and maintain his lot and home in a safe condition.
4. Television cable service hook-up is available to all spaces and no individual T.V., radio, ham or other like antenna or satellite dishes of any nature whatsoever are permitted unless Tenant obtains the prior written consent of the Landlord to such T.V., radio, ham or other like antenna and/or satellite dish in writing.
5. The Home must be maintained so as always to comply with CSAZ-240 or CMHC-NHA standards.

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6. The Home must have only a gas furnace as a heating system, unless Tenant obtains the prior written consent of the Landlord to use any other system.
7. The only kind of clothesline permitted in the park is the umbrella-type line. The clothes line must be placed in a location approved by Landlord in writing.
8. Garbage will be collected weekly; garbage must be placed in covered plastic containers or bags, confined within an enclosure and regularly stored in an inconspicuous location, approved by Landlord in writing. Garbage must be placed for collection no earlier than 12 hours prior to collection and the containers removed within 12 hours of collection.
9. The Tenant must protect and maintain the sewer lines between the Park service and Home.
10. The Tenant must ensure that water lines, pipes and taps have thermostatically controlled electric heat tape strapped securely in place over entire exposed length.
11. Management is not responsible for water & sewer lines which freeze beyond park fittings. Tenant is responsible and liable for any damage resulting from inadequate insulated plumbing.
12. The Tenant must keep toilets, water taps and sewer connections in good repair.
13. Lawns must be watered and cut. Grass to be no higher than 10 cm, and watered to stay green.
14. Trees inside lots are to be maintained and pruned by Tenants. Trees not maintained and pruned may be removed by Landlord at the tenants expense.

D. ADDITIONS AND ALTERATIONS TO LOT AND HOME

1. Any and all additions and alterations to Home or attachments thereto or to the Site must be first approved in writing by Landlord as well as any permit(s) that may be required by the municipal authority.
2. Any structure or additions to Home must be at least 10 ft. from any other mobile home or such distance as may from time to time be required by local authorities, or as approved by Landlord.
3. Fences may be constructed along the lot line behind the patio. Fences shall not exceed 36 inches in height; shall be painted on both sides; and shall be approved, in writing, in advance of construction by Landlord as to design, material and colour.
4. In the event that Tenant makes any repairs, alterations or additions, Tenant must permit Landlord to enter the Lot and Home at all reasonable times for the purpose of inspection of such repair, alteration or addition.
5. Any alterations, additions, or improvements as well as any Landscaping (lawn, trees, shrubs, flowerbeds, rock / retaining wall's, Fence's, Driveway) to the exterior of the tenant's home or to the Site are the property of the tenant, and ownership is transferred to the Purchaser if the home is sold on the Site. No compensation of any kind is payable to the tenant by the landlord for Site improvements left behind if the Site is vacated in the future. Maintenance of improvements is the responsibility of the tenant, and the landlord is neither responsible nor liable for the repair, safety, construction standards or future condition of the improvements.

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E. RESIDENTS AND GUESTS

1. Subject to D.2, no person not named in the Lease as a Tenant may reside in a Home for more than two weeks.
2. A person, not registered as a Tenant, may reside in Home as a Registered Guest, for a period in excess of two weeks, but such person must have prior written consent of Landlord for this purpose and must be formally registered.
3. No more than four persons may temporarily or permanently reside in a Home at any time without written permission of the Landlord.
4. If children are not in their own yard they must be under adult supervision (for visiting children and for children in family park area).
5. Tenant is responsible for the actions, conduct and safety of himself, other, family and Guests and solely responsible for any damage caused by any Guest, agent or property of a Tenant, assignee or sub-lessee.
6. Any person under the age of 19 years is considered to be a "child" and is not allowed to reside either as a Tenant or registered guest, in a senior designated Lot.
7. No trespassing is allowed on another Tenant's space without his or her permission.

F. SUBLETTING YOUR HOME

1. SUB-TENANTS:

- a) Will be treated as Registered Guests;
- b) Must be approved of by the Landlord;
- c) The Tenant will indemnify the Landlord for all damage or losses caused by the Sub-Tenant;
- d) Subtenancy agreement must be concluded between Tenant and Sub-Tenant and be presented to the landlord;
- e) The Tenant must provide the Sub-Tenant with a copy of the Park Rules;
- f) The Tenant will direct the Sub-Tenant to pay that portion of the rent that is Pad rent directly to the Landlord; and
- g) The Tenant will provide the Landlord with a mailing address in Canada where deemed Notice may be delivered.

2. ESTATE REPRESENTATIVE:

- a) The Estate Representative will be treated as Registered Guest;
- b) The Estate Representative may take possession of the Home as a Registered Guest;
- c) In all cases, any proposed Tenants of Sub-Tenants must be approved of by the Landlord;
- d) Under a Power of Sale the Prospective Purchaser must be approved of by the Landlord;

3. INHERITANCE, WHETHER UNDER A WILL OR NOT, OR THE RECIPIENT OF A GIFT:

- a) Anyone taking possession of a home whether by way of inheritance or by way of a gift will assume the status of a Registered Tenant and must be approved by the Landlord.
- b) If such approval is not obtained, the Home must be sold.

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G. ACTIVITIES IN THE PARK

1. Door-to-door soliciting by Tenant, resident or non-resident is not permitted;
2. No signs of any nature may be placed by Tenant in or on the area of the Park.
3. No commercial businesses of any nature may be conducted by Tenant in or on the area of the Park.
4. "For Sale" signs may be posted by Tenant inside the Home only. These signs are unsightly, and create an unfavorable impression of the Park, and could decrease the value of the Tenant's homes in the Park. Tenant may advertise his Home for sale in any commercially produced newspaper circulating in the area. If Tenant wishes to retain Landlord as Tenant's agent in selling the Home, Landlord will show the Home to prospective purchasers.
5. No television, radio, stereo or other noise will be permitted between 9:00 p.m. and 7:00 a.m., and no unusually disturbing noise will be permitted at any time; the determination of what constitutes "unusually disturbing" shall be made by Landlord, whose decision is final.
6. The motor vehicle speed limit throughout the Park is 15 kph
7. The Tenant must ensure that his use of the Lot and Home complies with all provincial, regional and municipal statutes, regulations and by-laws.
8. Motorcycles may enter the Park but do so at a speed of no more than 10 m.p.h. or 15 kph and must go and leave by the most direct route between the Park entrance or exit and the motorcycle driver's destination.
9. The use of in-line skates, snowmobiles and "off-road" Motor Bikes and skateboards is prohibited in the Park.
10. No overnight parking is allowed on the street inside the Park. If overnight off street parking is required. Tenant must use Guest parking provided by Park. If such ~~guest~~ *guest* parking is full, then the Tenant must arrange off-street space privately and outside of Park. No parking is permitted on any lawns.
11. Parking for more than 24 hours of boats, trailers, motor homes, campers, or vans is not permitted in park, without management's approval in writing.
12. The overnight use by visitors of tents, trailers, motor homes, campers, or vans is not permitted in park, without management's approval in writing.
13. Due to limited space a maximum of two motor vehicles is permitted for each Lot unless the prior written permission of Landlord is obtained.
14. Not automobile or motorcycle repairs will be permitted in Park except with the prior written consent of the Landlord.
15. Any Motor Vehicles with excessive rust, in need of repair, with flat tires, unsafe because of missing or broken lights or glass etc., or an eyesore to other Tenants and considered unsightly by management solely in its opinion, will not be allowed to park in the Park.
16. No Trucks larger than pick-up trucks will be allowed to park in the Park.
17. No recreational vehicle larger than a Maxi Van is allowed on a mobile home lot unless parking space available permits parking 20 feet away from nearest mobile home.
18. Any vehicles found to break above rules will be towed away at owner's expense.
19. The Tenant shall not do, or permit to be done, on his Lot or in his Home, anything which may or can tend to cause the justifiable annoyance of other Tenants.

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20. No littering, games or racing will be allowed between lots or in the streets inside Park.
21. The Tenant shall observe the swimming pool, clubhouse, and laundry room rules, as posted in those locations, and as are in existence from time to time.
22. The Landlord is not liable for mishaps, accidents, or injury which may occur at or in the swimming pool, recreation halls, or common areas. Tenant acknowledges that Park provides no supervision whatsoever in these areas and Tenant's use of same is entirely at Tenant's own risk.
23. The Tenant shall not set any open fires in the Park (save a charcoal or gas grill used for barbecue purposes).

H. PETS

1. The pet population is controlled by Landlord; no pet whether mammal, bird, reptile, insect or arachnid, may be brought into Park or acquired after occupancy commences without the prior written approval of Landlord.
2. Any pet which is approved by Landlord must be kept on a leash whenever it is off the Lot. Small house dogs if approved, are limited to size no larger than 12 inches high, 18 inches long.
3. The Landlord may, at any time, withdraw its approval to any pet of Tenant. Landlord shall not be required to give any reason for withdrawing its approval. If Landlord withdraws its approval Tenant shall remove the pet in questions within 48 hours of receiving notice of Landlord's withdrawal of its approval.

I. LEAVING THE PARK

1. The Tenant must give Landlord at least thirty (30) days notice, in writing, of his intention to move.
2. The Rent is payable to the end of the month in which Tenant moves.
3. Upon leaving Park, Tenant must leave Lot clean and in good condition. If Landlord is obliged to clean or repair any part of the Lot, Tenant shall be required to pay for such work at the actual cost to Landlord plus 20%.
4. Rented Mobile Homes: Carpets must be steam cleaned. Stove, fridge, windows, floors, tubs, sinks, etc. must be cleaned.

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