

Deer Ridge Estates Mobile Home Park
1510 Trans Canada Highway, Sorrento, B.C. V0E-2W0

Rules and Regulations

Welcome to Deer Ridge Estates Mobile Home Park. We trust that our relationship will be a long and pleasant one. These rules are for the mutual benefit of you and your neighbors to ensure that the village is maintained to the highest quality. Your co-operation is required in complying with these rules.

This is privately owned land. The right to evict without notice, any objectionable person or persons, who may cause a disturbance or become a nuisance, is reserved. The management is the sole judge of the existence of cause of such action.

Equipment and apparatus furnished on these grounds are solely for the convenience of guests, and all persons using the same do so at their own risk. Ownership will not be held responsible for accidents, injuries that may occur at or in the common areas, or loss of property by fire, theft, wind, floods, or any act, which it is out of control.

A. Moving into the park.

1. Management/owner reserves the right to approve any potential mobile home and its buyer or occupancy intended to move into the park to live.
2. It is the responsibility of the tenant to apply for and obtain all permits associated with moving a home onto a lot.
3. Mobile home must meet CSA-Z240 CMHC-NHA standards.
4. Professional movers must move home into the village; cost of moving and complete set up is the responsibility of the tenant.
5. Home must be set up as low as possible.
6. Tenant must remove the hitch on the home and install skirting acceptable to landlord within (30) days of occupancy. The maximum extrusion from the home is (4) feet, maximum stair width of (3) feet.
7. All homes shall have a minimum of a shingled 4/12-pitched roof.
8. The homeowner is responsible for the connection of all perimeter drainage and .
9. Tenant must affix their lot number to the front of their home in 4-6 inch numbers.

B. Use of each unit.

1. Each unit shall be used exclusively as a single family dwelling for one family.
2. No person not named in the tenancy agreement as a tenant may reside in a home for more than four weeks.
3. Tenant is responsible for the actions, conduct and safety of himself/herself, and for family or guests of tenant. Tenant is solely responsible for damage caused by any of these persons, to the person or property of any other occupants of the park or to the property of the landlord. Children using common property shall be supervised at all times.

C. Sale of Unit

5. The landlord or its authorized agent shall approve all prospective purchasers of the unit in writing and such approval is not to be unreasonably withheld.

D. Financial Issues

1. Residents shall pay the lot rent on the first day of each month by a series of post-dated cheques covering (12) months.
2. Residents shall to be required to pay the following charges:
 - i a late charge of \$10.00 on all late rental payments; and
 - ii a charge of \$25.00 for each payment by cheque which is not honored by the bank on which it was drawn.
3. Residents shall to be financially responsible for any damage to common property that is caused by neglect, abuse or misuse of the resident or their guest.

E. Prohibitions.

1. The following will not be permitted:
 - i any commercial signage or advertising
 - ii the use of plumbing, sewers, drainage, water, electrical, and natural gas (if available) for any purpose other than that which they have been supplied and/or constructed.
 - iii water left running unsupervised
 - iv incinerators, outside burning or open fires.
 - v exposed or open garbage cans, bags or containers, unless being placed for collection on days specified
 - vi peddling, soliciting, or engaging in any commercial ventures.
 - vii no littering will be allowed on the streets of the village.
 - viii neither drunkenness nor immoral conduct.
 - viiii visible lines for drying clothes are not permitted outside your mobile home. The only kind of clothesline permitted is the umbrella type in an inconspicuous location. The clothes line must not be located without prior written approval of the landlord.
 - x new or replacement oil tanks or oil fired heating devices. Homes must have either electric or natural gas heating systems.
 - xi garage sales and/or craft sales.
 - xii fencing of any type.
2. The following may be permitted, provided that written consent has been approved by the landlord:
 - i satellite or cable dishes less than 24".
 - ii placement of any notices or sign.
 - iii removal of any vegetation, construction of any fences, or the planting of any hedging.

F. Parking.

1. The landlord will designate the permitted parking areas on each lot.
2. All motor vehicles in the village **MUST** be insured for public liability and public damage.

G. Use of Motor Vehicles.

1. The speed limit in the village is 15km/hr.
2. The use of snowmobiles or unlicensed motorcycles is prohibited in the village.
3. No motor vehicle repairs will be permitted in the village.
4. Vehicles operating in the village must be properly maintained so as not to create unreasonable noise nor leak oil or contaminants onto the ground.
5. Any offending vehicle, which does not comply with these Rules and Regulations, will be removed at the owner's expense.

H. Repair and Maintenance.

1. Tenant must maintain the lot and home, its facilities and equipment, and its landscaping in good repair and in a neat, clean and sanitary condition. If management is obligated to clean or maintain any part of the tenants lot, the tenant shall be required to pay for such work at the actual cost to the landlord plus 20%.
2. Skirting and removal of the hitch must be completed within (30) days of when the home was placed on the lot.
3. Porches are to be kept clear, and are not to be used for storage at any time.
4. Tenant must protect and maintain the water lines and sewer lines between the ground connection and home.
5. Tenant must ensure that water lines, pipes, and taps are properly insulated over the entire exposed length.
6. **Cardboard, Paper, and other Recyclables:** If available all recyclables are to be placed in the designated containers for pick up.
7. In cases of urgent repair to park systems, or to homes, which are adversely affecting park systems, the tenant shall permit the landlord immediate access to the lot or home.

I. Additions and Alterations to lot and home.

1. Any additions or alterations to the exterior of the home or its attachments and outbuildings are subject to the prior written approval of landlord.
2. In the event that the tenant makes any repairs, alterations or additions, tenant must permit landlord to enter the lot following reasonable notice, for the purpose of inspection of such repair, alteration or addition.
3. All work must conform to the local building codes. All permits must be applied for and obtained from the municipality or other empowering authority. All associated fees are the responsibility of the tenant.
4. Additions or alterations must be completed within (60) days, with the same materials as the existing home (shingles, siding, colours ect.).

J. Landscaping.

1. Any landscaping to the lot must be first approved in writing by the landlord, and any plants, shrubs, trees, grass planted by a tenant, become upon planting, landlord fixtures and shall not be removed without prior written consent of landlord.
2. California Style gravel landscaping will not be permitted.
3. On new lots the tenant agrees to install and complete the sodding and landscaping of their

K. Pets.

1. The landlord controls the pet population. **NO PET WHATSOEVER**; including but not limited to, mammals, birds, reptiles, insects or arachnids, may be brought into the village or acquired after occupancy commences without the prior written approval of the landlord.
2. For each lot, new pets, which are approved, will be limited to a maximum number of one per lot and to a maximum size of 10Kg.
3. All pet owners must complete the pet registration form at the time the tenancy agreement is signed.
4. Any pet which is approved by the landlord must be kept on a leash whenever it is out of the tenants home. Any of the animals excrement will be picked up **immediately** by the pets owner.
5. Breeds of animals, which are considered vicious and/or restricted by any bylaw or regulatory enforcement agency, will not be permitted under any circumstances.
6. The landlord may, at any time, withdraw his approval of any pet of tenant. The landlord shall provide the tenant with written notice stating the reasons for withdrawal of his approval and the tenant shall remove the pet in question within (48) hours of receiving such notice.

L. Noise and Nuisance.

1. The tenant will not use or occupy the demised premises or permit or allow the same to be used or occupied other than as a private dwelling accommodation for himself and his occupants, nor will he allow any nuisance or illegal or immoral activity within the manufactured home or upon the demised premises.
2. The park maintains quiet hours from 10:00 pm through to 8:00am. Noise from entertainment equipment and machinery must be curtailed during these hours as not to disturb neighbors.

M. Emergency Repairs.

1. The park manager is the designated contact person for all emergency repairs:
Name: _____ Phone# 250-675-4550
2. The tenant must make at least (2) attempts to notify the manager, and give a reasonable time for completion of the emergency repairs. Management may take over completion of the emergency repairs at any time if they were not contacted previously.

N. Notice to Vacate.

1. Tenant must give Landlord not less than (30) day's written notice of his/her intentions to move.
2. Rent is payable to the end of the calendar month in which tenant moves.
3. Upon leaving the park, tenant must leave the 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%.

THANK YOU FOR YOUR CO-OPERATION!

UNDERSTOOD AND ACCEPTED UPON this _____ day of _____, 20__.

Management:

Tenant(s)

Print _____

Print _____

Deer Ridge Estates
1510 Trans Canada Highway, B.C. V0E-2W0

Application For Tenancy

I/We _____ and _____ the undersigned, (The Applicant), hereby offer to rent the mobile home lot known as:

A) Lot # _____, Civic Address _____, Sorrento, B.C.

B) At a monthly rent of \$ _____. Desired occupancy date: _____. I/We have been given the opportunity to read the RULES AND REGULATIONS and TENANCY AGREEMENT with attachments. If acceptable, I/We will abide by the park rules and will enter into the TENANCY AGREEMENT. If the applicant fails to enter, or proceed with, any of the agreements prior to the occupancy date, the applicant will be held liable for payment of the equivalent of (1) month=s rent to the landlord as liquidated damages for failure to complete the agreement.

This offer is subject to acceptance by the landlord and is open for acceptance for (5) business days ending at 6p.m. following the date indicated below. Upon acceptance of this offer, I/We will make a deposit of \$ _____ which will be applied to my/our first months rent if this offer is accepted.

C) Full names of all adult persons (age 19 or older) to occupy the premises:

_____, _____,
Full names and ages of all minor tenants (under age 19, including infants):

_____, _____,
Total number of persons in this tenancy will be _____.

D) Only the following pet, weight not to exceed 10Kg, will be kept on the lot:

E) Information to be completed by all adult tenants. The landlord reserves the right to refuse to consider this application unless all questions are answered completely.

Full name: _____
Social Insurance #: _____

Date of birth _____
Drivers License# _____

Full name: _____
Social Insurance #: _____

Date of birth: _____
Drivers License# _____

Present address: _____
Phone#: _____, Rent/Own: _____, Reason for leaving: _____

License Plate # _____

Emergency contact name: _____ Relation: _____

Phone# _____

F) **Consent.** For the purpose of determining whether my/our application for tenancy is acceptable, I/We hereby consent to the landlord obtaining credit/personal information reports on me/us from one or more consumer reporting agencies or from other sources of such information. I/We authorize the reporting agencies and other persons to disclose information on me/us to the landlord.

G) Dated at _____, British Columbia, this _____ day of _____, 200__.

Signed Adult Applicant

Signed Adult Applicant

H) **Acceptance.** The above applicant is accepted for tenancy, providing all applicants sign the indicated agreements presented by the landlord by the occupancy date.

Dated at _____, British Columbia, this _____ day of _____, 200__.

Signed landlord/manager

Deer Ridge Estates
1510 Trans Canada Highway, Sorrento, B.C. V0E-2W0

MOBILE HOME LOT TENANCY AGREEMENT

THIS AGREEMENT is made in duplicate and entered into between:

Deer Ridge Estates Mobile Home Park

(The Landlord)

AND

(The Tenants)

1. AGREEMENT: The Landlord agrees to rent to the Tenant the Premises on the terms and conditions set out below. Section 13 of the *Residential Tenancy Act* does not apply to this Tenancy Agreement.

2. PREMISES: The Rented premises consists of the land only, described as Lot # _____ at civic address _____, approximately as outlined in red on the park plan attached as ~~Addendum A~~.

3. TERM: The tenancy starts _____, 20____ and continues on a month-to-month basis.

4. RENT: The Tenant will pay the rent of \$ _____ per month to the Landlord subject to rent increases given in accordance with the *Residential Tenancy Act*. The annual rental increase date of this Tenancy Agreement is _____. The tenant must pay the rent on or before the first day of each calendar month. If the rent is late, the landlord may issue a "Notice to End a Residential Tenancy" to the tenant, which may take effect not earlier than 10 days after the Notice is given. The rent includes only the following services supplied by the landlord: water, street cleaning, street snow removal, street lighting, garbage, and maintenance of common areas.

5. ADDITIONAL CHARGES: In addition to rent, the Tenant agrees to pay the Landlord the following additional charges for optional services:

- a. R.V. Parking Agreement (Addendum C) for stall(s) # _____ monthly charge of \$ _____.
- b. Other: _____.

6. PAYMENT: The Tenant will pay rent and additional charges to the Landlord at the address above or to such other location as the Landlord may advise by written notice. Post-dated cheques for rental payment covering a _____ month period are required in advance.

7. LATE CHARGES: The Tenant agrees that if the Landlord does not receive payment of rent and additional charges by the first day of the month the Tenant shall pay \$10.00 as a late fee. In addition, any cheque returned for any reason will result in a service charge of \$25.00. Late fees and service charges are due in addition to and for part of the rent due for that month.

8. UTILITIES AND SERVICES: The Tenant shall pay directly for all utilities and services supplied to the Lot unless specifically included in services provided as part of the rent as listed in paragraph 4 above.

9. CONSIDERATION: As consideration for execution of this Tenancy Agreement, the Tenant has paid to the Landlord the sum of \$2.00, the receipt and sufficiency of which is hereby acknowledged. If the Tenant fully complies with all of the terms and conditions of this Tenancy Agreement, this sum shall be credited towards payment of the last month's rent.

10. OCCUPANTS: The Tenant agrees that no roomers or lodgers will be permitted and that the Premises will not be used for any other purpose than as a private residence to be occupied by a total of _____ persons who comply with the Rules and Regulations (Section 1), as listed below. Full names of all adult persons to occupy the premises:

16. ATTACHMENTS: The following attachments are Material Terms and form part of this Tenancy Agreement:

~~Addendum A - Lot Description and Plat Plan~~

Addendum B - Park Rules and Regulations

Addendum C- R.V. Parking Agreement

UNDERSTOOD AND AGREED UPON this _____ day of _____, 20____.

LANDLORD

By _____

For Deer Ridge Estates M.H.P.

TENANT(S)

Deer Ridge Estates
1510 Trans Canada Highway, B.C. V0E-2W0

Pet Registration

Owners Name: _____

Address: _____

Pets Name: _____

Breed: _____

Height: _____

Weight: _____

Colour: _____

Age: _____

If applicable, is your dog an assist dog? Yes _____ No _____

The following breeds of dogs will not be allowed in the park under any circumstances: German Sheppard's, Pit Bulls, Rottweiler, or Dobermans.

The landlord or his agent approves the pet described above for residency in the park with the above named tenant on this _____ day of _____, 200__.

Approved on behalf of Deer Ridge Estates by

Print _____