

HAMEL HOMES 'A FAMILY BUSINESS'

AGREEMENT - RULES - REGULATIONS

WESTERN ESTATES
1400 Western Avenue
Williams Lake, BC

Design Guidelines for
"Mobile Home Park Construction"
"Streetscaping"

444791 B.C. Ltd.
Western Estates-Mobile Home Park.
1400 Western Avenue
Williams Lake, B.C.
V2G 4S6

Development Plan

Re _____ Lot or Bay No. _____

Date of Occupancy _____

Full Name: _____

Number of Occupants: _____

Adults: _____

Children: _____ Ages: _____

Occupation: _____

Employer: _____

Phone No. _____

Wife's Occupation: _____

Employer: _____

Phone No. _____

Home Phone No. _____

In case of Emergency Contact: _____

Phone No. _____

Drivers License No. _____

**444791 B.C. Ltd.
Western Estates Mobile Home Park
Development Plan**

Re: _____ Lot or Bay No. _____

General

Western Estates is being planned and developed as a comprehensive neighborhood area exceeding the by-law requirements within the City of Williams Lake. The management and maintenance control is the responsibility of Hamel Homes Ltd. Which has been a reputable and successful business within the community since 1964.

Quality Control

- a) The proposed high standard development features are to be retained during the construction and on going after completion of all the phases.
- b) Infrastructure requirements will be equal to or exceed typical engineering practices in compliance with local municipal or provincial specifications.
- c) All phases will be engineered and approved by the City of Williams Lake.
- d) All construction is to be controlled or administered by complete Tender Call procedures plus signed construction management and completion certification contracts.
- e) All homes and on site features will be new and subject to pre-defined C.S.A. guidelines or standards to control exterior colors or materials including skirting, asphalt shingle roofing and storage sheds.
- f) Fences are allowed but must be approved by the Landlord before installation. They must be kept in a good state of repair. The fences must be installed to facilitate the installation and removal of homes on either side of the lot. All grass and weeds are to be trimmed and cut at the base of the fencing.
- g) These standards will control and also address any future home modifications.
- h) Maintenance and management will be established through monthly pad rental fees to ensure on-going upgrading.
- i) Rules, regulations and guidelines will be pre-defined to the Tenant's or owners to form part of their pad rental or lease agreements. (See Section 4)

Common Site Standards Include:

- Perimeter 2.0 high Cedar Trellis fencing.
- Tree Planting per unit.
- Landscaping of buffer strips and recreational areas with on site maintenance.
- Proposed recreational areas include walking nature paths thru the preserved treed areas adjacent Missioner Creek.
- Proposed on-site recreational vehicle storage area for our Tenants.

444791 B.C. Ltd.
Western Estates – Mobile Home Park
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1. Tenancy Agreement:

In consideration of 444791 B.C. Ltd. (the owner of Western Estates Mobile Home Park and herein called the "Landlord" renting Bay # _____ to the undersigned ("the Tenant"), on a month to month tenancy, the tenant jointly and severally promises, acknowledges and agrees with the Landlord as follows:

- A) To pay rent of \$ _____ per month commencing on the 1st day of _____, 20____
 And payable on the 1st day of each and every month thereafter.
- B) To provide the Landlord with post-dated checks for a minimum of six months, in which checks shall be payable to "Western Estates" or alternatively the Tenant agrees to make arrangements with their bank for an automatic debit.
- D) To pay for maintenance and repair of that portion of water & sewer lines that are above ground.
- E) To pay property taxes on the Tenant's Mobile home and all improvements thereto but not on the land itself which taxes shall be paid by the Landlord.
- F) To pay as required maintenance service for yard maintenance.
- G) To assume responsibility for applying and obtaining the B.C. Homeowners Grant if applicable.
- H) That the Tenant is aware of Section 26(1) of the Residential Tenancy Act which states: "26(1) Where a Tenant fails to pay rent in accordance with a Tenancy Agreement, the Landlord may, on any day following the date the rent was due, give the Tenant a notice of Termination to be effective not later than 10 days after the date the notice is given."
- I) To cause the roof and exterior surface of any carport attached to a mobile home located on a rented pad to match the mobile home and be in compliance with Municipal Bylaws and further must have written approval of the Landlord. The Tenant further acknowledges that garages are not permitted.

Tenants Initials _____

- J) So long as the Tenant's Mobile Home is located on the subjects pad, the Tenant will not sell or lease the said Mobile Home without the Landlords written approval.
- K) Not to assign or sublet the Tenants Home without the Landlords written consent. For the purpose of this agreement the Tenant shall be deemed subletting if the Tenant's Mobile Home is occupied by persons other than the Undersigned, his/her dependant infant children or persons **approved in writing** by the Landlord.
- L) That there will be no parking of recreational vehicles in the Mobile Home Park except at times specified by the Landlord.
- M) That the Tenant will keep all walkways and driveways on the premises cleared of snow and ice at all times. In the event that the Tenant fails to comply and if the Tenant does not comply, then the Landlord may clear the snow and ice at the expense of the Tenant.
- N) The Tenant acknowledges that the Landlord will be responsible for snow removal on the main streets and common area within the Mobile Home Park.
- O) That late pad rents will be subject to a \$35.00 charge.
- P) That the Landlord reserves the right to review the rental fee annually.
- Q) The Tenant has read, approved and have agreed to comply with the rules and regulations attached to this Tenancy Agreement and acknowledge that a breach of the rules and regulations shall amount to a breach of the Tenancy Agreement itself.
- R) 1. That at the time of termination of this agreement, the Tenant will peacefully surrender and give up the lot and shall remove all of their property therein without notice from the Landlord.
 2. Any right of notice to quit or vacate hereby being expressly waived by the Tenant.
 3. The Tenant agrees that in the event that the Mobile Home has not been removed from the lot within two days following the termination of this Agreement, then the Landlord shall be at Liberty to remove the Mobile Home from the Lot and to retain possession of the Mobile Home until the Landlord shall have received from the Tenant all arrears in rent, if any, and reasonable charges for the discontinuance of service to and removal and storage of the Mobile Home.
 4. The Tenant shall give the Landlord a thirty day notice in writing of the Tenants intention to vacate, then the Tenant shall pay to the Landlord the full rent for the following month.
 4. Before the Tenant removes the Mobile Home from the Park, the Tenant shall obtain written permission to do so from the Landlord. The Tenant acknowledges that the Landlord will only give permission once all outstanding rents, water and sewer bills, outstanding taxes on Mobile Home and improvements, and/or any other outstanding bills are paid in full

Tenant's Initials _____

S) Indemnity

- 1) The Tenant will indemnify and save harmless, the owner from and against all fines, liens, claims, demands and actions of any kind or nature to which the owner shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenants or resident of the Tenants Mobile Home, of any covenant, terms or conditions hereof or by reason of any injury occasioned to or suffered by any person or persons or any property, by means of any wrongful act, neglect or default on the part of the resident, his employees, invitees or licensees.
- 2) The Tenant will not use or occupy the premises or permit or allow the same to be used or occupied other than as a private dwelling accommodation for himself and his family, and further, the Tenant will not cause, maintain or permit any nuisance or illegal or immoral activity within the said Mobile Home, or upon the premises.
- 3) The Tenant is responsible for the actions, conduct, and safety of themselves, their families, guests and pets, and will be held liable for any and all damages caused by themselves, their servants or others, and the Tenant assumes all such responsibility. The Tenant agrees to be financially responsible for any vandalism or damage done by any child for which he is a parent or guardian.
- 4) The Tenant acknowledges that the Landlord shall not be liable for any death or injury or damage to property of the Tenant or of others located in the Park, not for the loss or damage to any property of other Tenants by theft or otherwise, from any cause whatsoever, whether or not such damages, loss or injury result from the negligence of the owner, its agents, servants or employees, or other persons, or whoever may be responsible. Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury and damage to persons or property resulting from fire, explosion, gas, electricity, water, rain or snow or leaks from any services provided by the Landlord.

Tenant's Initials _____

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Western Estates Mobile Home Park
Development Plan

2. Rules and Regulations:

Tenants at the Western Estates are required, as a condition of occupancy, to adhere to the following regulations as well as the rules that may be issued or changed by the Park Owner or the Tenants Committee from time to time.

- A) All units must be occupied by the Homeowners. There will be no sub-lease allowed.
- B) The monthly rent, covering the attached listed items, is to be remitted by way of postdated checks, six (6) months at a time.
- C) All Mobile Homes must be maintained in first class condition at all times. All hitches and wheels are to be removed immediately upon arrival in the Park and numbers must be put on homes (in Brass) in a visible place.
- D) Yards and lot areas must be maintained in first class condition at all times. The Tenants shall cut and water lawns regularly. All refuse must be kept in proper garbage containers. No loose debris is permitted at any time. The Tenants are responsible to ensure that the lot and its perimeters are kept clear of litter. It is the Landlords right to serve notice to the Tenants to clean such areas immediately. Should cleanup not take place, the Landlord shall take steps to restore such areas to their original condition. The Tenants shall be responsible for the costs of such proceedings. Such charges shall immediately be deemed as Additional Rent.
- E) Rear yards can be fenced to a maximum height of 36-42" with green-mesh chain link. Fences are to be installed professionally, complete with cemented in posts. Prior approval from Western Estates must be obtained before any work is done. The fence must go no further than 2/3 from the property lines. To verify property lines and the 5 foot offset, check with Landlord.
- F) Front yards must remain accessible for general collective maintenance by the Park and/or its representatives. Driveways must be kept clear of ice, snow and foreign material.

Tenants Initials _____

- G) One small dog(15' high) is permitted but must be leashed at all times when outside owner's lot. Any animal found running loose will be removed immediately without notice to the Tenants. Any Tenant whose animal is found contributing to an unacceptable noise level or displaying behavior that infringes on the rights of others will be given notice to remove the animal. Action to do so must take place immediately or the Landlord will have the option of terminating the Tenancy based upon a substantial breach of the Tenancy Agreement. In regards to the above, any costs incurred by the Landlord as a result of damages by a Tenants pet will be charged to the Tenants and immediately be deemed payable as additional rent.
- H) All improvements or alterations (decks, sheds, carports and fences) must be made only along acceptable guidelines as supplied by Western Estates and must have written approval by Western Estates.
- I) Permits must be obtained from the City of Williams Lake as well as complying with all Municipal Bylaws and regulations.
- J) Only natural gas fireplaces are permitted in Western Estates.
- K) Speeds must be no greater than 20 km. Per. Hour within the Park and operation of snowmobiles or motorcycles within the park is prohibited. There is to be no parking of vehicles on any lawn areas at any time. Parking is allowed in your own driveway only, with a maximum of two vehicles. Unsightly or unlicensed vehicles of any kind are prohibited in the Park as is working on vehicles in the Park.
- L) No garage sales will be allowed, except as may be organized as a group endeavor annually or semi-annually.
- M) Any complaints about a violation of the regulations must be presented to the Landlord in writing and must be signed before they will be acted upon.
- N) Residents of the Park are entitled to quiet enjoyment of their homes and gardens. Therefore, loud music, noisy wind-chimes, unnecessarily noisy air conditioners or other infringements of this right are prohibited
- O) Visitors staying longer than one month must be registered with the Park Manager.
- P) No signs will be allowed. For Sale etc, on the outside of the home, in the yard, or visible from anywhere outside the Home.
- Q) For safety and security reasons, the Landlord must be informed if any person or persons will be occupying a resident's home during their absence.
- R) No soliciting of any kind in permitted in the Park.

Tenants Initials _____

3. Infractions of regulations will be dealt with as follows:

- Step 1 Original complaint to the Landlord, in writing.
- Step 2 Landlord will verbally explain the complaint with the Tenants involved.
- Step 3 Failing compliance within seven days of complaint, the Tenants will be issued a written and dated complaint.
- Step 4 Further failure to comply within seven days will lead to termination of Tenancy.

4. Rules and Regulations For:

- A) Ancillary Detached Buildings or Storage**
B) Attached additions, patio decks or stairways.

1. All structures for additions or ancillary buildings will be in compliance with the City of Williams Lake Bylaw No. 631 Which regulates Mobile Home Parks Pursuant to Section 714 of the Provincial Municipal Act
 - 1) This bylaw stipulates that all building must comply with the National Building Code.
2. **Prior to required Building Permit Application to the City of Williams Lake, approval by Western Estates, Hamel Mobile Homes Ltd. is mandatory.**
3. Approval request for additions, storage buildings, patio decks and awnings shall include drawings and specifications in compliance with the following minimum standards for Western Estates.

Tenants Initials. _____

Storage Buildings:

- A) Each Home site is limited to one detached Storage Building located 15 to 25 feet from buffer areas, electrical facilities or common property.
- B) Maximum Exterior size is 100 sq. feet.
- C) Gable and Pitched roofs with a minimum 1.0 ft. and maximum 16 inch overhang on four sides, closed in soffits and fascia trim.
- D) Exterior finishing and color tones shall match or be compatible with those existing for each main building or home on the site.
- E) Metal doors are required & windows shall match those installed for the on-site electrical Meter Buildings as well as the Mobile Homes.
- F) Roofing material shall be high quality. Asphalt equal in color tone to the main building or home on site.
- G) Buildings or additions are not permitted to encroach within the site buffer areas. These can be obtained from Western Estates.

Decks, Patios or Stairways

- A) Covered patios or decks shall include roofing materials to match the main building or home. (NO aluminum roofing materials permitted).
- B) Above grade decks or stairways shall be skirted to match the attached home with white vertical T-Look siding including top trim mount as well as top trim front and white ground channel. 2" treated 2x4's are also required on the ground underneath the skirting.
- C) Pre-manufactured railings are preferred, however, wooden railings shall be painted to match or be compatible with the trim or skirting color tones of the Home.

Tenant's Initials: _____

Scheduling Upkeep and Maintenance

- A) All approved or permitted on-site additions or storage buildings shall be completed within 90 days upon receipt of the building permit.
- B) The owner, by written notification, reserves the right to request regular upkeep or maintenance as required to retain a high quality standard within Western Estates.

The following items are NOT allowed within Western Estates:

- Outside building structures, patio decks, or additions with aluminum roofs.
- Outside exposed storage sheds of aluminum or metal.
- Outside burning or incinerators.
- Exterior, exposed clotheslines or racks.
- Motorcycles or snowmobiles.
- Exposed or open garbage containers.
- No parking on-site of Business vehicles, vehicles of capacity exceeding 10,000 lbs. G.V.W. hauling equipment, tractors, R.V.'s boats or trailers, unlicensed or unsightly vehicles.
- 2 vehicles per lot are allowed, however other heavy equipment is not allowed.
- No on street parking except visitors (48 hours maximum)
- No TV antennas or reception disks.
- No wood burning stoves or fireplaces.
- No soliciting will be allowed in the Park.

Tenants Initials: _____

**444791 B.C. Ltd.
Western Estates Mobile Home Park
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Re: _____ **Tenant Bay No.** _____

Every effort has been made to make the Tenancy Agreement and regulations clear. In the event of a problem with interpretation, please contact the Park Manager for clarification.

I, the Tenant/Tenants of Bay # _____. Do hereby acknowledge that I have read and agree to the terms of the Tenancy Agreement and the rules and regulations attached hereto.

I acknowledge receipt of a copy of the Tenancy Agreement and Rules and Regulations.

Tenant

Witness

Landlord

Witness

Date