

FRAN LEE TRAILER COURT RULES & REGULATIONS

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 as 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.
2. **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. The trimming of trees is the responsibility of the Tenant as well. Removing or Adding of shrubs and trees on the site requires the prior written permission of the Landlord. The Landlord must first approve any tree pruning by the Tenant. The Landlord reserves the right to remove or prune any tree or shrub on the Site or in the Park.
3. **CLOTHES DRYING.** Is permitted on the Site only on an umbrella type cloths line/dryer in an inconspicuous location. Pole location must be approved in advance by the Landlord to avoid damage to utilities.
4. **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.
5. **WATER.** Please read local newspaper and be informed as to the Cities sprinkling regulations and please do not use water excessively.

Signing of this page acknowledges that both Tenant/Tenant's and Landlord have read, understand and agree to the above terms.

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

6. INSPECTIONS AND REPAIRS. The landlord may enter the Site during reasonable hours with at least 24 hours notice or at any time during any 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.

7. GUESTS: The Tenant assumes full responsibility for his guest's conduct and behavior, and will be held liable for any and all damages caused by him/herself, all guest or servants or others that occur within the Park. Guests staying in excess of two weeks must be registered at the office. ONLY single-family dwellings are available in the community.

8. GARBAGE. The garbage is picked up weekly every Thursday morning between the hours of 7am and 8am. Pickup is at curbside, cans must be four feet apart. The tenant must supply their own regulation-sized garbage cans; they must be obtained from the City. NO dumping on any perimeter of the park is allowed. Solid materials shall not be disposed of in sewage systems and any costs involved in unblocking plugged sewage lines will be payable by the tenant. The owners or managers of Fran Lee Trailer Court, their officers, agents, employees or servants shall not ever become liable or responsible for any expenses created by any sewer or water problems in or about the tenants home.

9. EXTENDED ABSENCES. Tenants planning to be away on vacation or extended absences should notify the landlord of expected departure and return dates. Tenants MUST make arrangements for maintenance of their lawn and home site while they are absent.

10. VEHICLES. Maximum of two fully LICENSED vehicles per bay ONLY. These vehicles in the park or on the site must be currently licensed and insured for use on public roads and be in operating condition. No repair work is to be done on any site, no large trucks over 3/4 ton are allowed in the park. ABSOLUTELY No parking is allowed on park streets or lawns at any time, this is a safety hazard for us all. Speed limit in park - maximum five miles per hour or ten km. Visitor parking is provided, between bays 68 through 77. Guests must commute to the bay they are visiting via tenant's vehicle. Gas and oil damage to the pavement-tenant will be held responsible and must pay for same before moving or selling of mobile.

Signing this page acknowledges that both tenant/tenant's and landlord have read, and understand and agree to the above terms.

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

11. R.V.S. ABSOLUTLEY NO R.V.S. of any kind, allowed in the park, not campers, boats, motor homes, tent trailers, snowmobiles, tents, and four wheelers, ect. Motorbikes are allowed **ONLY** if they are a means of transportation to and from work and are fully licensed for the road. Motorbikes cannot be stored on driveways. They are considered to be the second vehicle.

12. GENERAL CONDUCT. Other tenants must respect the rights and privacy of each tenant at all times. The landlord shall have the right to terminate the tenancy agreement for repeated violations. The park **MUST** maintain quiet hours 24 hours of every day, this is a City bylaw. All noise, in particular noise from entertainment equipment or machinery, must be curtailed at all times, so as not to disturb the quite peaceful enjoyment of every tenant, loud annoying parties are **NOT** allowed at any time and the tenants are responsible for the conduct of their guests at all times while they are in the park. No person is allowed to trespass on another tenant's site area or on any area of the park except as designated by the landlord.

13. COMMERCIAL ENTERPRISES. No selling, soliciting, peddling, day cares, or commercial enterprises are allowed within the park without first obtaining written consent from the landlord. No for sale signs or advertisements of any nature may be displayed by the tenant within the site area, or any area of the park except as designated by the landlord. If your home is going up for sale, the signs, can **ONLY** be placed in the windows of your homes-not on the site.

14. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS ECT.
The landlord encourages the direct communication of violations of any of the park rules between the tenants themselves. The majority of park resident's support these rules and reasonable people will adhere to them as agreed. Complaints **MUST** be made in writing to the landlord signed, and dated, prior to any action being taken by the landlord. Your suggestions and input is 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 any other penalty as provided by the Manufactured Home Park Tenancy Act and MHPT Regulations.

15. 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 for liable for damage, injury or loss by accident, theft, 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 damages caused by him/herself, guests or others, and that the tenant assumes all such responsibility. All tenants must have their own insurance to protect their home and interests.

Signing this page acknowledges that the tenant/tenant's and landlord have read, understand and agree to the above terms

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord - _____

16. 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 tenants dwelling unit, skirting and additions. (b) The utility connection lines from the park's service points to the manufactured home: All water lines, under your home must be insulated and heat taped at all times, this is up to the tenant (c) setup, blocking and periodic leveling of the manufactured home and additions (d) the sites landscaping, trees, tree trimming, rock walls, sheds, or other improvements. In order to protect the property values of other homes in the park, maintenance work not completed by the tenant within ten days of receipt of a final notice from the landlord to do so, may be completed by the landlord or his delegated workers and the tenant shall reimburse the landlord for the costs at \$35.00 per hour to be charged plus 20% administration fees. All residents must have their own lawn mowers and weed eaters and normal WEEKLY watering, mowing and weed eating: raking of pinecones, leaves, and pine needles is the responsibility of the tenant. Absolutely no leaf bearing trees, lilacs, or shrubs can be planted in the park. If the tenant's yard has a bank in it, this becomes part of the yard and MUST be kept green at all times, it must be weed eaten, watered or and mowed WEEKLY. NOTHING can be stored on any lots in the park. All items must be kept in shed or under mobile hidden from view at all times. NO wood burning units (this is now a City bylaw) or oil tanks are allowed in park. For those oil tanks still remaining in the park the tenants are responsible to have them inspected and upgraded annually. If an oil spill or leak occurs the tenant is responsible for this. At no time does this spill or leak become the responsibility of the landlord. All oil tanks must be removed at time of sale and the homes must be updated to natural gas, if the home is to remain in the park for sale. Lots must be absolutely clean at all time-nothing can be in view on lots.

Signing this page acknowledges that both tenant/tenants and landlord have read, understand and agree to above terms. *✓*

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

17. **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, Ect. End of Tenancy Form) Note that "For Sale" Signs create an unfavorable impression of the Park and generally decrease the value of homes in the Park. All for sale signs must be located in window of mobile for sale only. Tenant's with older mobiles wishing to remain in the park for sale must have electrical inspections and an updated CSA Approved number. Landlord may require that additions, porches, skirting and or complete siding of outside of mobile ect. be changed to vinyl prior to sale of mobile. All trees, shed, shrubs, flowers, must be sold with mobile to new tenant. Tenants are responsible for these and they must be trimmed watered ect. by Tenant's
18. **INSURANCE.** All residents must have their own fire and liability insurance on their own mobile and contents. The owner of Fran Lee Trailer Court, their officers, agents, employees or servants shall not ever become liable or responsible for any expenses, loss, injury, or damage to the occupant or his property or to any person or property in any rented space, fixtures, or appertaining there to.
19. **DRIVEWAYS.** Please look at the driveway and be sure you are satisfied that it is acceptable and usable for your needs. How it is, it will remain. Absolutely NO additions, buildings, steps, posts, or anything can be put on driveways. Driveways cannot be made smaller in anyway. Tenants must pay for all pavement damage prior to sale of home. Inspection of driveways must be done with Landlord and Tenant's prior to sale.
20. **CHANGES TO LOTS.** Written approval must be obtained prior to any changes to any lot. If any changes to lots or sheds are built without prior written approval The tenant will be responsible to remove or repair same immediately upon notice from Landlord.

Signing this acknowledges that both Tenant/Tenant's and Landlord has read.
understands and agrees to above terms

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

21. SHEDS You may build a shed if you wish. ONE shed per bay ONLY. You must obtain **WRITTEN** permission from park management. The building material to be used is wood, metal or resin **PRE FAB ONLY**. These can be obtained at any local building supply. Size can **ONLY** be 8x8 or 8x10 no other size is acceptable. Height cannot be higher than eight feet from floor to peak of roof. All roofs must be peaked. Roof and siding to match mobile in color. Vinyl, metal or resin **ONLY** no paint. All sheds must be kept in line with back of mobile homes to prevent sewer and water line damage. Before any construction or removal of any shed begins you **MUST** obtain **WRITTEN** permission from the landlord. All sheds belong to the tenants and are purchased as part of the mobile upon sale, therefore the maintenance of the sheds are the responsibility of the tenant, the landlord is not responsible in any way for the upkeep or the cost of same. **ONE** shed per bay is all that is allowed.

22. COMMON AREAS. The common areas in the park remain the property of Fran Lee. Tenants must mow and weed eats the area on a shared basis with their neighbor. Absolutely nothing can be placed on the common areas. Please find enclosed a drawing of your yard including portion of common area, which is yours to maintain. This drawing is not to scale, but rather a drawing to help guide you in the area that you need to look after.

23. RENT PAYMENT. Rent is to be paid by **POST DATED CHEQUES ONLY. 12 cheques at a time minimum-January through December.** They can be dropped off at the locked mailbox at bay 98. If you should sell your home and you have cheques on file, they will be returned to you or simply destroyed. Rent must be paid on the first of every month. There will be a \$25.00 late charge for all rents paid after 8:00pm on the first of any month **NO** exceptions. Office hours are the 1st day of every month from 9:00am to 8:00pm. Section 18 of the landlord and tenant act states that late payment of rent gives the landlord reason to make a demand of payment on the seventh day and he can, five days thereafter, issue a notice to vacate. You will then be liable for all outstanding rents plus any expenses due to collecting it. There will be **NO** special arrangements made for late rent payments. If you are late paying any pad rental or if your cheque is returned N.S.F. you will need to obtain a money order or new cheque for the pad rental plus the current late fee of \$25.00 and drop it off at the locked mailbox at the office Bay#98.

Signing this acknowledges that both tenant/tenant's and landlord have read, understands and agrees to the above terms.

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

24. GIVING NOTICE. If the occupant desires to terminate this agreement, he shall give one calendar month clear WRITTEN notice to the landlord. Notice must be given on the first day of the month, as this is when your rent is due and payable. Tenants must use end of Tenancy form provided by the landlord. Tenants are responsible to pick up, fill out, sign and return this end of tenancy form to the landlord on the first. One month's rent shall be payable in lieu of proper written notice. The Tenant will not remove his mobile from the premises until all rent and yard work due and payable has been paid to the satisfaction of the Landlord. Tenant MUST advise landlord of the removal date and landlord must be on site on the day the home is to leave.

25. ADDITIONS AND SKIRTING. ALL building requires the written permission of the Landlord. NO fences whatsoever can be built in Fran Lee. Any increases in taxes levied as a result of improvements shall be absorbed by the mobile home owner making the improvements. All sheds, decks, additions, skirting, porches ect. Must be completed in solid vinyl siding, or solid vinyl skirting, color coded to match the mobile home in color and material. Absolutely no lattice material of any kind to be used anywhere in the park. No more painting to be done for additions, skirting, ect. Everything must be solid vinyl, color-coded to match home. Tenants wishing to sell their homes to remain in the park must update their homes, by changing all skirting, decks, and additions, porches ect. to solid vinyl skirting and solid vinyl siding, to match the home in color, prior to acceptance of any home for sale to remain in the park. WRITTEN permission must be obtained from park owner or manager prior to any changes being done in the park. All building and skirting improvements, after being Okayed and started must be finished within thirty days.

26. RULES: All rules are subject to change at anytime, and become effective and enforceable upon written notice being delivered to tenant either by way of mail or delivered by carrier. Tenants are responsible to know and understand all rules and regulations upon entry into park. Tenants also must keep all copies of changes and abide by them. If tenant losses any copy of any rule and regulations or changes, he/she will agree and abide by them as deemed by the Landlord. No more copies will be given for free. You may purchase a copy from the office, at a minimal cost. I/we have read and fully understand and accept the conditions set fourth within these rules established by Fran-Lee Trailer Court. All tenants must contact the landlord, if they are not clear as to what a rule means. The landlord's explanation will clarify the rules as written and tenant is bound by it. I/we are aware that this is a legal and binding contract which both I/we and the Landlord are bound by from this day forth.

27. PET AGREEMENT No pet may be brought into the Park or acquired after occupancy commences unless a Pet Agreement is completed and approved by the Landlord in advance. This applies to any pet what so ever (mammal, bird, reptile or arachnid), except fish and small caged indoor pets such as hamsters or canaries or budgies. However, despite the above not pet or any other animal may be kept or used for breeding purposes without the express written approval of the Landlord. ONLY small dogs are allowed in Park, must not exceed fifteen inches when fully grown-measured from ground to top of front shoulder. In addition, any breed of dog or any other kind of pet that because of its disposition and size elicits a response of fear or a sense of intimidation or presents a danger or would cause a nuisance for fellow tenants Is not permitted to enter or remain in the Park at an time (for example), Pit Bull, Rottweiler or Doberman dogs.) It is hereby agreed between the Landlord and the tenant that the tenant may have ONLT the following described pet in the tenant's home or on the site, and subject to the terms and conditions within the Pet Agreement. Failure by the tenant to comply with any of these terms and conditions will be considered a breach of a material term of the Tenancy Agreement between the landlord and the tenant. This agreement forms part of that Tenancy Agreement. Two animals per bay ONLY can be 2 dogs or 2 cats or 1 cat and 1 dog Small dogs only not more that 15" maximum in height- measured from ground to highest point on shoulder when in standing position.

Signing this acknowledges that both Tenant/Tenant's and Landlord have read, understands and agrees to the above terms.

Signature of Tenant _____

Signature of Tenant _____

Signature of Landlord _____

This form must be filled out completely prior to approval in the Park
Photo of Pet to be attached to rules and regulations. Description of pet below.
Breed _____ Colour _____
Height: _____ Weight _____
Pets name: _____ Spade _____ Or Neutered _____
Is your pet an assist dog? Yes _____ No _____ (Seeing Eye, handicapped assist. Ect.

1. The pet must be licensed and be controlled as required by municipal law and in conformance to municipal standards and restrictions, including municipal by laws regarding noise.
2. All animals after five months of age must be spayed or neutered. A copy of the certificate that this pet is neutered or spayed must be provided to the landlord within one week upon request.
3. The pet must be kept on a leash whenever it is off the tenant's site and a max. of two pets only per each bay. Of which may be- 2 dogs or 2 cats or 1 cat and 1 dog. No animals can be tied up outside and left alone while owner is not home.
4. The pet shall not be permitted on landscaping or lawns in the Park's common areas or the lots of other tenant's (In particular, every effort should be made to ensure that the pet does not urinate or defecate on other tenant's sites or common areas)>
5. The tenant agrees that the pet's waste will be picked up IMMEDIATELY from any area outside the tenant's site and at LEAST daily from the tenant's site.
6. The tenant is responsible for any and all damages caused by the pet. Whether the pet is in the tenant's custody at the time or not. At the landlord's option, such damage will either be repaired by the tenant to the landlord's satisfaction, or repaired by the landlord with the costs of repairs paid by the tenant. The landlord may, upon proper notice, inspect the Tenant's site at any time for this purpose.

Signing this page acknowledges that both tenant / tenant's and landlord have read understand and agree to above terms

Signature of Tena _____

Signature of Tenant _____

Signature of Landlord _____

7. If the pet becomes a nuisance or annoyance in any manner including behavior, noise, smell or cleanliness, or if the pet is determined by the landlord to interfere with the rights

of quiet enjoyment of other tenant, or of the tenant has breached this Agreement, the landlord may revoke this approval and require that the pet be removed from the Park upon reasonable notice.

8. This Pet Agreement covers only the pet described in this agreement. Should the tenant no longer own this particular pet, or the pet dies, this Pet Agreement automatically terminates.

9. No other pets are permitted in the tenant's premises at any time, whether owned by the tenant or by any guest of the tenant, without the approval of the landlord or a Pet Agreement having been entered into for that pet, or as agreed to here _____

10. This agreement forms part of the Tenancy Agreement and is enforceable accordingly. Failure by the tenant to comply with any of the terms and conditions of the Pet Agreement will result in penalties under the Residential Tenancy Act, which may include an order from the Residential Tenancy Branch for compliance, or a Notice To End The Tenancy.

28. TENANCY AGREEMENT ADDENDUM FOR CRIME FREE HOUSING

In consideration of execution or renewal of the attached Tenancy Agreement for the Manufactured home site described as: Bay 91 770 North 11th Ave Williams Lake BC V2G 2V2 The tenant(s), any member of the tenant(s) household, and any persons invited onto the Park common areas or a manufactured home site by the tenant(s) or any member of the tenant's family shall not engage in any criminal activity on the premises or property including, but not limited to:

- a) any drug related criminal activity
- b) Solicitation (pimps, prostitution activity)
- c) street gang activity
- d) Assault or threatened assault
- e) Unlawful use of a firearm
- f) Any criminal activity that threatens the health, safety or welfare of the landlord, Other tenants or persons in the manufactured home park.

VIOLATION OF ANY OF THE ABOVE PROVISIONS, WHICH ARE REASONABLE AND MATERIAL TERMS OF THE TENANCY AGREEMENT, SHALL BE GOOD CAUSE FOR A NOTICE TO END A TENANCY.

Signing acknowledges that both Tenant/Tenant's and Landlord have read understand and agrees to above terms

Signature Tenant _____

Signature Tenant _____

Signature Landlord _____

Page 10

29. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the Tenancy Agreement, and it is

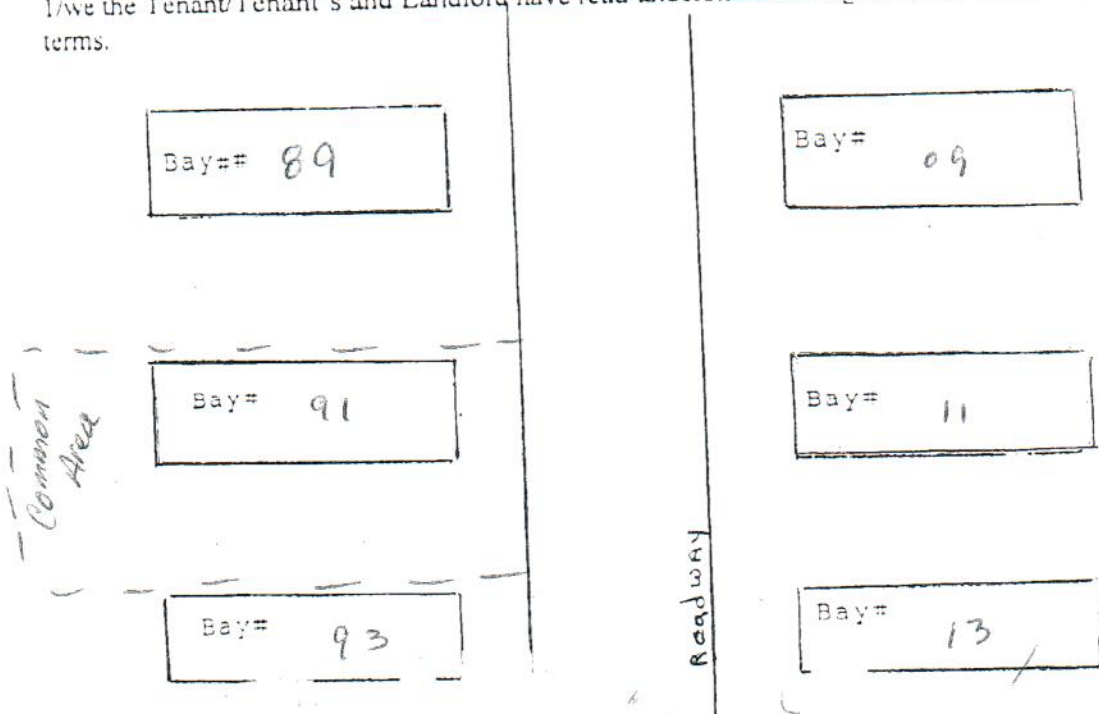
understood and agreed that a single violation shall be good cause to end the Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Tenancy Agreement, the provisions of this addendum shall govern.

The Tenancy Agreement addendum is incorporated into the Tenancy Agreement executed or renewed this day between Landlord and Tenant.

30. **Gas/Hydro/Heat.** Gas, Hydro, & Heat must remain on and in working order 365 days of the year, whenever mobile is on a Bay in Fran-Lee Trailer Court. Mobiles MUST be heated at all times, to prevent tenant's homes and Landlords lines from freezing and breaking. Tenant's are fully responsible and must pay and repair all damages to both his/her and Landlords Line's if & when mobile freezes up because of no heat or hydro. Heat tapes supplied by tenant's must be checked regularly and remain in working order at all times.

I/we the Tenant/Tenant's and Landlord have read understand and agree to all the above terms.



Tenant Signature _____ Date _____
Tenant Signature _____ Date _____
Landlord Signature _____ Date _____