

# ALMOND GARDENS MOBILE HOME PARK

Office Phone No.  
1-250-443-4125



5455 A Almond Gardens Rd  
Grand Forks, B.C.  
VOH 1H4

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Welcome to our mobile home park.

Park rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable.

Park rules are a material term of your tenancy agreement.

Rules that are posted in the park form part of these park rules, and must be observed by all residents and their guests. 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.

Park rules are subject to revision and change by the manager with two weeks written notice.

## A. MOVING INTO THE PARK

1. Mobile home subject to inspection before entering the park and must meet CSA-Z240 Standards.
2. All new tenants must be registered with management before moving into the park and complete the new Tenancy Agreement.
3. All rents are due and payable on the first of every month, overdue after this date. A late fee of 5.00 per day up to a maximum of \$25.00 will be charged for overdue rent. It is the responsibility of the tenant to tender all rent to the park manager.
4. Home must be set up in accordance with management approval.
5. Tenant must remove hitch on the home and install vinyl or metal skirting acceptable to manager within thirty (30) days of his or her occupancy. Stabilizing devices, blocking to current code requirements or other type of support acceptable to the manger may be used.
6. Tenant must install permanent steps with railing at the front and rear of his or her home within thirty (30) days of occupancy.
7. Tenant must affix lot number 4 – 6 inches high to the front of the home clearly visible from the street.

## B. MANUFACTURED HOME AND SITE OF EACH TENANT

1. 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, and Almond Gardens Mobile Home Park rules.
2. Any additions or alterations to the manufactured home require written permission of the manager before commencement of any work. Submit drawings to the manager for approval. A building permit must be obtained, if required. No alterations or changes by the tenant to the site's ground level are permitted. All projects are to be completed within 60 days of starting and must complement home in colour, size and exterior finish. Any structure or additions to the home must be at least 20 feet from any other mobile home or such distance as may from time to time be required by local authorities, or as set out in the prior written approval of the manager. Tenant must permit manager to enter the lot at all reasonable times during construction for the purpose of inspection of such repair, alteration or addition.
3. Any fencing, plants, shrubs or trees that are present now remain the responsibility of the tenant and must be maintained in good condition by the tenant at their cost. Planting areas are restricted because of the septic field and underground services. Removing or adding shrubs and trees on the site requires the prior written permission of the manager. No new fences to be erected or added to any site without the permission of manager in writing. The planting of trees or shrubs in the park must first be approved by the manager.
4. One storage shed outside the home shall be allowed provided it is placed on lot location approved by manager. It may not exceed 140 sq. ft. in size and must be finished on the exterior with material and colour to complement home.
5. Clothes drying is permitted on the site only on an umbrella type clothes line/drying in an inconspicuous location. Pole location must be approved in advance by the manager to avoid damage to utilities.
6. Tenants must ensure that water lines, pipes and taps have thermostatically controlled electric heat tape strapped securely in place over the entire exposed length. Checking operation of heat tape before each winter

season is required. Mobile home water taps are not to be left on or running for an extended length of time draining into septic tanks. Tenants are responsible for the expense of replacing or servicing water, sewer, electric or television connections, if required, due to negligent or improper use. Home must be heated with a natural gas furnace unless tenant obtains the prior written approval from the manager for other types. Heating the mobile with wood will not be an option. TV hookup is available to all spaces.

7. To protect underground utilities, check with manager prior to digging any holes.
8. Use water responsibly. Excessive use of water is not permitted such as washing of streets, commercial vehicles, guest vehicles or overnight watering of lawns (hand water flower gardens and shrubs).
9. The manager may enter the site during reasonable hours with 24 hours written notice, or at any time during an emergency, to inspect with regard to compliance with these rules and the law, or to erect, use and maintain pipes and conduits in and throughout the site, as the manager may deem necessary or desirable and to take all material onto the site as may be required.
10. In order to avoid problems with septic tanks, we ask for your cooperation. Please do not flush tissue, paper towels, napkins, disposables, feminine hygiene products, tea or coffee grounds, cooking fat, etc. into the septic system. Leaving a tap or taps running in colder months is strictly prohibited.

### **C. GUESTS**

1. The tenant assumes full responsibility for his/her guests' conduct and behaviour, and will be held liable for any and all damages caused by him/her, or guests or others that occur within the park.
2. No person not named in the lease as tenant may reside in a home for more than two weeks unless having prior written approval of the manager for this purpose and must be formally registered.

### **D. GARBAGE**

1. Garbage will be collected weekly. 2 bag limit in place. Garbage must be placed in plastic bags confined within an enclosure and regularly stored in an inconspicuous location.
2. The park does not provide recycling pickup, but the regional district will pick up recycling on every second Friday if placed to north on main park entrance road, or each tenant may make his/her own arrangements.
3. No burning of trash, leaves or other materials is allowed in the park or on the site.
4. It is the responsibility of the tenant to dispose of yard and garden waste, it is not to be placed or included with household garbage.

### **E. PETS**

1. The manager controls the pet population. No pet may be brought into the park or acquired after occupancy commences without prior written approval from management. The maximum allowable pets per home are two.
2. All pets must be spayed or neutered.
3. The maximum height a pet can reach when full grown is 12 inches at the front shoulders.
4. Any pet approved by the manager must be kept on a leash.

### **F. EXTENDED ABSENCES**

1. Tenants planning to be away on vacation or extended absence should:
  - a. Notify the manager of expected departure and return dates.
  - b. Arrange for maintenance of their lawn and home site.
  - c. Provide emergency contact information to manager.

### **G. VEHICLES**

1. A maximum of two (2) licensed and insured vehicles in good repair and appearance will be allowed per lot and are to be parked in the driveways provided. There may be more vehicles aloud depending on circumstances and approval of the Manager.
2. Major repairs are not to be done in the park. No trucks larger than one ton are permitted.
3. When space is available, campers, boats, small trailers, motor homes, etc. are to be stored in the designated storage area. This will be on a first come first served basis. When the space is not available and does not meet management satisfaction, it will be the tenant's responsibility to find space off the park property at his/her expense.
4. The speed limit in the park is 10 km per hour. Pedestrians, bicycles and park machinery have the right of way.

5. Noisy vehicles including but not limited to motorcycles, snowmobiles, all-terrain vehicles, hot rods or other disturbing conveyances are not allowed in the park unless approved by the manager.
6. Absolutely no driving or parking of vehicles allowed on the grass and boulevard.

#### **H. GENERAL CONDUCT**

1. Tenants must respect the rights and privacy of other tenants at all times.
2. The park maintains quiet hours from 10:00 pm through to 8:00 am. All noise, in particular noise from entertainment equipment must be curtailed so as not to disturb neighbours.
3. Abusive or offensive language is also prohibited in the park.
4. No person is allowed to trespass on another tenant's site without that site tenant's permission, except in an emergency.
5. No skateboarding or rollerblading/skating is permitted in the park.
6. The discharge of firearms, pellet guns, slingshots, bow and arrows, spud guns, fireworks of any kind etc. is not permitted in the park.
7. Open fires are not permitted in the park. Any fire pits must be in a proper fire containment area and must be firstly approved by the park manager before being used.
8. The tenant must not feed wild animals in the park.

#### **I. COMMERCIAL ENTERPRISES**

1. No selling, soliciting, peddling or commercial enterprises are allowed within the park without first obtaining written consent from the manager.
2. No signs or advertisements of any nature may be displayed by the tenant within the site area. Signs covered by the Elections Act are exempt.

#### **J. MAINTENANCE OF THE SITE AND LANDSCAPING**

1. 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 management 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 management.
2. Tenant is responsible for expenses and maintenance of (a) their 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) Their home site fencing, rock walls, driveways or other improvements.
3. In order to protect the property values of the other homes in the park, maintenance completed by the tenant within 15 days of receipt of a notice to comply.

#### **K. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS, ETC.**

1. 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 manager. Your suggestion and input are welcome. Infractions of regulations will be dealt with as follows:
  - a. Original complaint to the park manager in writing;
  - b. Complaints will be dealt with on a case-by-case basis.

#### **L. LIABILITY & INSURANCE**

1. The tenant acknowledges that the use of common areas by themselves and their guests are entirely at their own risk. Furthermore, the manager 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 themselves, guest or others.
2. Liability insurance at the minimum amount of \$1,000,000.00 is a requirement for your mobile unit to be parked in the Almond Gardens Mobile Home Park. The tenant shall supply proof of this insurance for the mobile to the manager. Failure to supply the said insurance document or failure to ensure that adequate insurance coverage is in place is a material breach of your tenancy agreement.

**M. HOME SALES**

1. Before listing a home for sale, the owner of the home to be sold must notify the manager in writing. At this time a lot inspection will be done and the tenant will be notified of items that require attention/repair prior to listing the home.
2. Signs are to be located on the communal board for the park, not on the mobile home or site.
3. Upon receiving an accepted offer, buyer to contact manager and fill out an application for tenancy subject to management approval before sale is completed.
4. A mobile home that has been successfully purchased by a new owner cannot be rented out or sublet to a tenant or second party.
5. New tenants are to be registered with the park manager before moving into the park.
6. All contact information regarding the new tenant must be passed on to manager in writing before date of occupancy.
7. The new owner must provide the manager with proof of the liability insurance for the mobile home.

**N. LEAVING THE PARK**

1. Rent is payable to the end of the last month in which the tenant moves out.
2. Tenant must leave lot clean and in good condition.

**O. GENERAL**

1. If any provision of the tenancy agreement or 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 manager prior to proceeding.
2. All park mobile owners are to supply the park manager with their contact email address and keep their info updated with the park for emergency purposes.

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**Signed and accepted;**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date