

# Silver Park Rules and Regulations

revised April 2016

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Our rules and regulations are published to contribute to everyone's safety, property, and privacy.

All tenants and occupants of the Park are subject to all of the terms and conditions of the Tenancy Agreement and the Rules and Regulations set forth herein. Additionally, rules which are posted in the Park must be observed by all residents and their guests.

**Note:** This is a Park that meets the requirements of the BC Human Rights Act regarding accommodation for seniors. Every site is reserved for residents at least one of which must be 55 years of age or older who will live in residence, to a maximum of two (2) people. To confirm that at least one of the Tenants under this Agreement qualifies, a copy of his/her birth certificate and/or picture identification may be required for filing with the landlord. All prospective purchasers must complete an application form and receive consent from the Landlord prior to purchase. It is the responsibility of the existing home owner to ensure that this information is given to a prospective purchaser if selling privately, or to your Realtor.

1. MOBILE HOME SITE OF EACH TENANT. Mobile Homes and sites 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. No accumulations of building materials or excess items are allowed on the porches or around the home.

**IMPROVEMENTS:** The Tenant agrees not to make or permit any construction, alteration, additions, or improvements to the Site without the prior approval of the Landlord, and will comply with all applicable federal, provincial, and municipal laws and regulations pertaining to the Site, the home, and any additional structures, and to save the Landlord harmless from any violation of, or non-compliance with these laws and regulations and from all fines, penalties, and costs for such violations of non-compliance; the Tenant is solely responsible to obtain any permits for placement of a new manufactured home, or permits for any additions, alterations, or demolition to the home and/or on the Site, as required by law before the commencement of any work. This is a material term of the tenancy. Any additions or alterations to the mobile home require a building permit and the written approval from the Landlord before commencement of any work and must be completed in a short period of time to ensure the quiet enjoyment of other tenants. No alterations or changes by the Tenant to the site ground level are permitted without prior, written approval of Landlord.

(a) **Landscaping:** No fencing is allowed except with landlord approval. Any fencing, plants, shrubs or trees that are present now or are added in the future are to remain the responsibility of the tenant and must be maintained by the tenant at the tenant's cost (i.e. pruning of trees, cleanup of storm blow downs). Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the landlord. The Park perimeter fence must not have any attachments, vines, or plants on or against them. The Park Perimeter fence shall not be used to store lumber or other items. As a material term of this tenancy, every attempt must be made to keep your grass green by watering on designated days during summer months as per municipal water restrictions. All planters and gardens must be kept tidy and weed free; all lawns mowed and weed free.

(b) Clothes drying are permitted on the mobile home site only on an umbrella type clothes line/dryer in an inconspicuous place. No clothes lines permitted.

(c) TV, Radio, CB antennas are not permitted. Small Satellite Dishes are permitted with the approval of the landlord prior to installation.

(d) **Services:** Tenants are responsible for the expense of replacing or servicing water, sewer, electrical or television, oil, propane etc. connections to and on their homes. The Park services to the site only. All connections including taps or pipes above the ground level are the responsibility of the tenant. Municipal sewer charges are the responsibility of the tenant and are due directly to the municipality or other governing body when directed. Some utility charges that are billed to the Landlord by outside suppliers which are the responsibility of the tenant will be reimbursed to the landlord.



(e) **Water:** Please use water responsibly. Excessive use of water by tenants is not permitted, such as washing of streets, commercial vehicles, guest's vehicles, or overnight watering of lawns. Please follow City of Duncan or Municipality of North Cowichan water restrictions in the summer months. Reduce waste water during power outages.

(f) **Inspection and repairs:** Landlord or agent of landlord may enter upon the premises during reasonable hours or at any time during an emergency, to inspect with regard to enforcement of these rules, or to erect, use and maintain pipes and conduits in and through the Premises, as landlord may deem necessary or desirable, and to take all material into and upon the premises as may be required.

(g) No outside fire-pits or campfires. No playground equipment on the site.

(h) Tenant must ensure that the skirting on your home is in good condition and the under-side of your home is sealed or screened to prevent wild-life from nesting in or under your home.

(i) Gazebo's are permitted by Landlord approval of placement only.

2. **RENT:** Rent is due on the first day of each month. Continually late rent may be cause to end the Tenancy. There will be a \$25.00 service charge in addition to bank fees for NSF cheques. Post dated cheques are most welcome.

3. **GUESTS:** **Silver Park is renting the site only to the person or persons named on the tenancy agreement. If you wish to have a new member join the household, that person/s must fill out an application and be accepted as a tenant by park management.** Any person staying at the site that is not a registered tenant will be considered a guest and must leave if the tenant is not in residence. Any person under the age of 55 must have a registered tenant that meets the age requirement for a senior's park (55+) in residence. House-sitters must be 55+ and the tenant must notify the landlord of any house-sitter. Tenant and Landlord must agree on a time limit for houseguests. Guests are not allowed to keep their pets on park premises or in the home as per tenancy agreement. The tenant assumes full responsibility for his/her guests' conduct and behavior, and will be held liable for any and all damages caused by him/her, all guests or servants or others that occur within the Park. No skateboarding or roller skating in the Park. Visitors under age 8 are not allowed to ride bikes or play in any area that is not the tenant's site and must be kept quiet so as not to unreasonably disturb the other tenants. Although visitors under the age of 18 are welcome to visit this should not be perceived as permission or approval to respite/day-care on a casual, semi-permanent or long term basis. All tenants must be registered, therefore your visitors are welcome to visit, not move in without landlord consent. House sitters must be registered with the landlord, must be over 55 years of age, and **must not** bring their pets with them. No roomers or lodgers are permitted.

4. **PETS:** Indoor pets only are permitted (i.e. small birds, fish, hamsters) **excluding Cats and Dogs. Cats and Dogs are not permitted.** No livestock or exotic pets. For the protection of all park residents, pets that are noisy, unruly or cause complaints will have to be removed from the Park. No PET-SITTING for friends or family. **Please do not feed the stray cats and dogs, birds, or wildlife.** Guests staying overnight must find accommodation for their pet outside of the park premises. **Guests cannot walk their pets on the Park roads or on your site. This is a material term of your Tenancy.**

5. **EXTENDED ABSENCES:** Tenants planning to be away for more than 30 days must provide post-dated rental cheques and arrange for maintenance of the lawn, garden and home site, and leave emergency contact information with the Landlord.

6. **VEHICLES:** Pedestrians have the right-of-way. The speed limit is 20 kmh. (approx. 10 mph.) Exceeding the limit is dangerous. Noisy vehicles or other disturbing conveyances are not allowed on the Premises. No repairs or renovations are allowed at home sites, for example, repairs or renovations to automobiles, boats, rv's, campers, motorcycles, scooters, or other. No parking is allowed on Park streets or on lawns at any time. Additional (other than the 2 allotted) vehicles and RV's must be kept off Park property. Silver Park does not provide RV storage or storage of travel trailers, motor homes, boats, utility trailers, campers, additional cars, small or large trucks (over 3/4

ton) and these cannot be parked at your site. No vehicle tents. **No unlicensed vehicles at your site unless vehicles have storage insurance for liability purposes and the landlord has a copy of the storage insurance on file.**

7. COMMERCIAL ENTERPRISES:

- (a) No selling, soliciting, canvassing or commercial enterprises are allowed within the Park.
- (b) No signs or advertisements of any nature may be displayed by the Tenant within the pad area or on any area of the Park except as designated by Park Management.
- (c) The landlord shall use his/her best efforts to control soliciting and canvassing from outside sources, but shall not be liable in the event that outside sources do not comply.

8. GARBAGE: Your garbage can (1 can only) is for household garbage only. No importing of garbage from outside sources. All garbage must be put in garbage containers as specified: garbage to be bagged, deposited in cans and placed in front of your home by 8:00a.m. on WEDNESDAY or THURSDAY mornings. Site location will determine which day. No burning of trash, leaves or other materials is allowed.

9. GENERAL CONDUCT: The rights and privacy of each tenant must be respected by other tenants at all times. Tenants are required to keep noise levels from whatever source to a minimum. Loud and annoying parties are not allowed at any time, and tenants shall control their guests. Violations may lead to eviction.

10. SUBLETTING OF MOBILE HOMES: The Tenant understands and agrees that **no subletting** of the manufactured home will be permitted at any time during this tenancy or on this site. All homes are tenant occupied. Registered tenants/owners must occupy and/or reside at the site. At least one tenant must be the registered owner of the home.

11. VIOLATIONS OF RULES AND REGULATIONS, COMPLAINTS, ETC.: The Landlord encourages the direct communication of violations of any of the Rules and Regulations between tenants themselves. The rules are for all of the tenants and reasonable people will adhere to them for the common good. They are not to be used to badger each other or the Landlord. The landlord shall use his/her best efforts to enforce Park rules, but shall not be liable in the event that a Tenant does not comply. All complaints must be in writing. Statements that other tenants are breaking the same rule(s) to justify a rule or rules broken by you have no validity in law. Any tenant in violation of a Park rule(s) will be dealt with in accordance with the Manufactured Home Park Tenancy Act.

12. 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 or liable for damage, injury, or loss by accident, theft, fire to either the property or person or residents or their guests. This will be considered full notification that the Tenant will be held liable for any and all damage caused by him/her, guests, or others to the site and common areas, and that the Tenant assumes all such responsibility. The tenant assumes **all** responsibility for any oil contamination to their site, other sites, and common areas inside and outside the park. Tenant assumes all responsibility for any warranties or insurances from third parties such as oil companies or insurance agencies. **Tenant must have appropriate insurance to cover material terms of the tenancy. Tenant must have appropriate insurance which covers your liability for oil contamination spills. Oil tanks over 10 years of age must be replaced and must be contained in an approved container or be a Safety Tank.**

13. HOME SALES: **BEFORE** listing a home for sale, the owner of the home to be sold must notify the landlord. At this time he/she will be provided with the information needed to proceed with the sale. (i.e. Application for Tenancy, End of Tenancy Agreement for the vendor, Rules and Regulations etc.) or he/she shall make arrangements for their Realtor to contact the landlord for this purpose. Prospective purchasers applying for a Tenancy for the purpose of renting the home will be rejected. Note that "For Sale" signs create an unfavourable impression of the Park and generally decrease the value of homes in the Park. The Park policy is that signs must be placed in the front window or attached to the home. No signs shall be placed in the ground on or around the site. No "Open House" signs on Park property. Application forms can take up to five days to process. Please allow for this extra time when negotiating your sale.

**Please note Silver Park does not sign bank mortgage forms, site lease agreements or landlord consent forms. Any electrical upgrades required will be at the expense on the tenant.**

14. ESTATES: In the event the home becomes the property of an Estate the Executor of the Estate is required to immediately contact the Landlord for instructions regarding Park Rules and the Tenancy Agreement. The Tenant is responsible for informing their Executor of this requirement. The Estate inherits the Tenancy Agreement and the Park Rules and is required to abide by them. The home **cannot** be occupied by any person who is not on the Tenancy Agreement save for the Executor, or a person or persons not approved in writing by the Landlord. No unauthorized occupant under the age of 55 is permitted.

15. CONTACT INFORMATION: The tenant agrees to provide the landlord with current contact information where the tenant can be reached. In the event of a sale of the tenant's home, the tenant agrees to provide the Landlord with a forwarding address and telephone number. The tenant agrees that if their telephone number or address changes during the tenancy they will promptly inform the Landlord with the new information.

Received by  Date: 9/27/2016

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Received by \_\_\_\_\_ Date: \_\_\_\_\_