

## SHARMAN MOBILE HOME PARK RULES

**Revised June 30, 2022**

**Please read carefully**

Sharman Park's Rules are designed to contribute to everyone's safety, property protection, and privacy and to ensure that your residency is secure, pleasant and enjoyable. All tenants of the Park are required to comply with these Park Rules and to ensure their guests also comply.

These Park Rules are subject to revision by the Landlord with two weeks written notice to the Tenants.

### **1. MANUFACTURED HOME AND SITE**

- (a) 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. Any alterations to the exterior of the manufactured home require a building permit where applicable and the written permission of the Landlord before commencement of any work. No additions are permitted to homes. No alterations or changes by the Tenant to the Site's ground level are permitted.
- (b) **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. Should the Tenant fail to comply with a written request from the Landlord to maintain, prune, or remove any tree or shrub, the Landlord reserves the right to remove or prune any tree or shrub on the Site at the Tenant's expense.
- (c) **Clothes drying** is permitted on the Site only on an umbrella type clothes line placed behind the home, out of site. Pole location must be approved in advance by the Landlord to avoid damage to underground utilities.
- (d) **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. To protect underground utilities, Tenants must check with management prior to digging any holes.
- (e) **Water:** Tenants must use water responsibly. Excessive use of water is not permitted, such as washing of streets, commercial or guest vehicles.
- (f) **Inspections and repairs:** The Landlord may enter the Site during reasonable hours with at least 24 hours' 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 through the Site, as the landlord may deem necessary or desirable, and to take all material onto the Site as may be required.
- (g) **Skirting:** Tenants agree to have their homes skirted within thirty days of the home being placed on the Site and must use vinyl skirting only. All skirting is to be vermin proof and not provide shelter for rodents etc.
- (h) **Site additions:** Only factory type awnings and sheds, etc. may be erected after the Landlord's written approval has been obtained, following which the additions must be completed within 30 days. It is the sole responsibility of the Tenant to obtain building permits or any other approvals required by a municipal or provincial authority. There are to be no fences, except at the end of a street and no enclosed carports. No lattice work is allowed to enclose decks or carports. Extra concrete or blacktop pads must receive the Landlord's prior written approval. If any of the foregoing should prove unsightly, not be

properly maintained, or fail to meet Park requirements, it must be maintained, repaired, or removed on written request from the Landlord. No exposed wood on any construction ie. must be metal handrails

(i) **Environmental Protection:** To help contain oil spills, tenants must use the Park approved oil company, namely Columbia Fuels at 250-751-2000. Tenants must ensure there is spill containment established beneath oil tanks. The Landlord may require annual oil tank inspections and/or replacement of oil tanks upon recommendation from Columbia Fuels or other qualified person.

(j) Both the Site and any decks must be used only for outdoor living, not storage. Specifically, outdoor furniture and barbeques are permitted; freezers, storage containers, and refuse of any kind must not be kept on the Site or decks.

## 2. GUESTS.

Tenants are responsible for their guests' conduct and behaviour and will be held liable for any disturbance or damages caused by any person permitted by Tenants to enter the Park.

## 3. GARBAGE.

(a) The Park provides garbage pick-up. All garbage must be put in plastic bags and kept in proper garbage containers preventing birds or other pests' access. Garbage containers must be stored so they are not visible from Park roads. Garbage containers must be removed from the roadside as soon as possible after garbage collection has taken place (from 9:30 a.m. on Thursdays).

(b) No rubbish, organic waste, or garden refuse is to be dumped or left on Park property. Any large items to be disposed of, such as mattresses, must be removed from the Park at the Tenants' expense. No burning of trash, leaves or other materials is allowed in the Park or on the Site. Garden refuse may be left for pick-up at 1:00 p.m. on Thursdays but must be in a compact form such as tied bundles that are easily managed by the collector.

(c) Sharman Park participates in local recycling programs. Bins are located on the corner of Sharman Park Drive and Cross Street. Tenants must read signs and abide by their directions.

## 4. PETS.

Sharman Park is a "no pets" park. Only caged indoor pets are permitted (such as small birds, fish, hamsters), and no other pets (such as dogs or cats or exotic animals) are allowed in the home or on the Site (including pets of guests). BC Government certified Guide Dogs or Service Dogs are permitted full access to the Park.

**Wild animals:** Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park

## 5. EXTENDED ABSENCES.

Tenants planning to be away on vacation or an absence in excess of **two** weeks should;

- (a) notify the Landlord of expected departure and return dates,
- (b) provide post-dated rental cheques for the absence period,
- (c) arrange for maintenance of their lawn and home site, and advise the neighbours, and
- (d) provide emergency contact information to the Landlord.

## 6. VEHICLES.

(a) The speed limit in the Park is 15 km. per hour. Pedestrians and bicycles have the right of way.

(b) Noisy vehicles, snowmobiles, hot rods, or other disturbing conveyances are not allowed in the Park.

- (c) Only two licensed vehicles, owned by the tenant, are permitted per site. No boats of any kind, utility trailers or trucks over  $\frac{3}{4}$  ton.
- (d) Campers, trailers, recreational vehicles, and motor homes may not be stored on Sites or in the Park. These vehicles are permitted to be parked on or adjacent to Tenants' Sites for a maximum of 24 hours to allow for loading and unloading supplies, once at the start of the season and once at the end of the season.
- (e) All vehicles in the Park or on the Site must be currently licensed and insured and be in operating condition.
- (f) No parking is allowed on Park streets, front or side yards, or on lawns or landscaped areas at any time. Vehicle servicing, oil changes, or repairs of any kind are prohibited anywhere in the Park

## **7. GENERAL CONDUCT.**

- (a) The rights to privacy and peaceful living of each resident must be respected by other tenants at all times. The Landlord shall have the right to terminate the Tenancy Agreement for repeated violations.
- (b) The Park maintains quiet hours from 10:00 p.m. through to 8:00 a.m. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbours and must be limited to reasonable volumes at other times.
- (c) Abusive or offensive language, including toward other residents or Park Management is prohibited in the Park.
- (d) No person is allowed to enter another tenant's site without that tenant's permission, except in an emergency
- (e) No skateboarding or roller skating is permitted in the Park.

## **8. COMMERCIAL ENTERPRISES:**

- (a) No selling, soliciting, or commercial enterprises are allowed within the Park, including by Tenants or persons from outside the Park.
- (b) No signs or advertisements of any nature may be displayed by the Tenant within the Site or anywhere in the Park except as designated by the Landlord, or during an election campaign, when only candidate approved signs may be posted inside windows of homes.

## **9. MAINTENANCE OF THE SITE**

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 Tenant's home, skirting and additions,
- (b) the utility connection lines from the Park's service points to the home,
- (c) setup, blocking and periodic leveling of the home and additions, and
- (d) the Site's landscaping, rock walls, driveways or other improvements.

In order to protect the property values of the other homes in the Park, maintenance work not completed by the Tenant within 15 days of receipt of a final notice from the Landlord to do so, or other time as mutually agreed, may be completed by the Landlord or his delegate, and the Tenant shall reimburse the Landlord for the actual cost of such work plus 20% administration fee. This breach is also cause for eviction.

**10. VIOLATION OF PARK RULES, COMPLAINTS, AND SUGGESTIONS**

Tenants are encouraged to discuss and resolve between themselves any violations of Park Rules. The majority of tenants support these Rules and reasonable people will adhere to them for the common good. Should resolution not be achieved, complaints to the Landlord must be made in writing. Any breach of these Park Rules may result in a warning letter, Arbitrator’s Order to Comply, or a Notice to End Tenancy pursuant to the *Manufactured Home Park Tenancy Act* and Regulations.

**11. DRUGS:**

The growing, production, processing or manufacture of cannabis or any other drugs anywhere on the site or in the Park is prohibited.

**12. LIABILITY:**

The use of common areas by tenants and their guests is entirely at their own risk. The Landlord is not responsible or liable for damage, injury, or loss by accident, theft, fire, or force of Nature to either the property or person of residents or their guests.

**13. HOME SALES:**

- (a) Before listing a home for sale, the Tenant must notify the Landlord. At this time the Tenant will be provided with the information needed to proceed with the sale (e.g.. Application for Tenancy, Park Rules, etc.) and arrangements must be made for the Landlord to interview the prospective tenants.
- (b) The *Safety Standards Act* requires that before any home is offered for sale, it must have a current CSA (electrical) label. Tenants are advised to contact a licensed electrician for more information.
- (c) Signs are not allowed in Sharman Park. Tenants must ensure real estate agents do not disturb other residents of the Park.

**13. GENERAL:**

- (a) If any provision of these Park Rules is held invalid, illegal, or unenforceable by a court or any other tribunal 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.
- (b) Situations, conditions, or plans not covered by these Park Rules or by the Tenancy Agreement should be discussed with the Landlord prior to proceeding.

**Park management and your neighbours thank you for your cooperation**

A copy of these park rules has been given to the tenant(s) on \_\_\_\_\_, 20\_\_\_\_

Tenant acknowledges receipt:

X \_\_\_\_\_ X \_\_\_\_\_