

WESTVIEW VILLAGE MOBILE HOME PARK
RULES AND REGULATIONS
(REVISED July 17, 2012)

1. All new mobile home owners must read and sign a copy of the Rules and Regulations before taking up residence or placing a mobile home on any of the said lots with the Park and must allow **FOUR WORKING DAYS** for approval of application. The Manager shall supervise the placement of the unit on the designated lot.

The Park is designed with "Adult Only" and "Family" sections. The adult section is from lots 1 to 122 inclusive, 177 to 247 inclusive and 276 to 286 inclusive. Any transfer of the said lots to a "non-adult" family will not be permitted. An "adult" is defined as 18 years or older.

Families with children shall be permitted on lots 123 to 176 and 248 to 275 inclusive, and no others.

The age and condition of homes moved into the park will be approved by management prior to moving onto a pad.

2. **Payment of Rent**

- i. Rent is payable in advance on or before the first day of each month. Any rent not received by the 1st of the month shall be subject to a \$25.00 late fee which if not paid will accrue against the pad number and will ultimately be collected upon the future sale of the unit.
- ii. Cheques returned by the bank will be charged a \$25.00 fee. Chequing privileges will be withdrawn for any tenant writing more than one NSF cheque and thereafter rent must be paid by money order, certified cheque or cash for a minimum period of six months, to be subsequently reviewed at the option of Management.
- iii. Payment can be made at the office on the last and first working day of each month between 9:00 am and 3:00 pm or put in the drop box located by the door of the office. **Under no circumstances will cash be accepted in the drop box.**
- iv. Ross Management Ltd and Westbank First Nations have a Water Agreement Amendment effective January 1, 2005. As outlined in the amendment commencing January 1, 2005 all tenants will pay their water directly to Westbank First Nations on a quarterly basis. Failure to pay Westbank First Nations and Ross Management Ltd being notified of the default, the WFN may, at the request of Ross Management Ltd, disconnect water service provided the tenant receives 15 days written notice of the intent. There are disconnection and reconnection fees in accordance with the WFN Water Bylaw. All fees and conditions are outlined in detail in the Water Agreement Amendment and copies of the Amendment can be picked up at the office.

3. **Tax Escalation Clause**

The Tenant acknowledges that a portion of the payments to the Landlord herein is to reimburse the Landlord for taxes. Taxes include all taxes, rates, charges, assessments, tolls and levies of whatsoever nature by any authority and without limitation of the generality of the foregoing, include any assessment for school, municipal or general purposes, local improvements, capital infrastructure, business or machine taxes, garbage collection charges, fire protection charges, utilities, water and sewer taxes and tolls, including any surcharge, deposits, fees or costs incurred to connect to local government services, including Westbank First Nation sanitary sewer system and Westbank First Nation water system ("Taxes"). The Tenant shall also reimburse the Landlord for any escalation in property taxes. The tenant acknowledges that the maintenance or tax escalation clause in paragraph 2.05 sections a & b of the Head Lease, dated July 1, 1985, provides for the Landlord to claim the increases in rent as a deduction for Gross receipts where there has been an increase in Taxes or maintenance expenses as defined in the head lease.

4. Home and Site Management

- i. Tenants are required to maintain their manufactured home, additions and yards clean and free of debris and in a condition that is satisfactory to the Landlord or Landlord's Agent. This includes lawn cutting and maintenance, perimeter fence repair. Storage of junk or unlicensed vehicles is not permitted.
- ii. All new/replacement fences are to be chain link, or other approved material, with a height restriction of 4 ft. front and 6 ft. side and back.
- iii. Trees should not be planted in front of mobiles. We recommend shrubs; 3 ½ feet maximum height and 8 ft. from the road.
- iv. No signage of any type is permitted on any part of any fence or property of any manufactured home site or common areas. For Sale signs must be attached to the subject home or displayed in a window of the subject home. Signs related to dogs are not permitted (i.e.: Beware of Dog, Guard Dog on Duty etc.)
- v. Tenants shall take necessary steps to repair damage caused to the manufactured home pad and/or Manufactured Home Park by willful or negligent act or omission, or that of a person permitted on the residential premises or residential property by him.
- vi. The Tenant is responsible for tree and shrub cutting and pruning. All material pruned, trimmed or falling can be piled at the end of the driveway. Rose bushes and other branches, pruning etc. to be cut into 3 ft. lengths and tied in bundles of not more than 12 inches round. The pickup for these materials will coincide with the Regional District "Chip-It" weeks in spring and fall only.
- vii. The Tenant will be held liable for any repairs or work performed on any property of Westview Village Mobile Home Park which is authorized or undertaken without written approval from management.
- viii. Snow removal is done on main roadways. The tenant is responsible for clearing his own parking areas and sidewalks. The Landlord and/or his Agent is not responsible for snow deposited in front of Tenant's site as a result of plowing or other snow clearing activity.
- ix. Garbage collection is on THURSDAY morning commencing at 9:00 am. Garbage should be placed in tied plastic bags (a limit of 2 only per pad). Only perishable household garbage is collected. The removal of bulky material is the tenant's responsibility. **Loose garbage will not be picked up.**
- x. The Tenant shall, within four weeks of possession of his lot, properly skirt his home and landscape the lot to Park standards. All homes are purchased as is, including all sheds, driveways, fences, etc. Property lines will not be changed.
- xi. All units must install at least one smoke detector, in a recommended location.
- xii. There shall be no clothes lines other than the umbrella type.

5. Site Improvement(s)

- i. Construction of fences, additions, outbuildings, porches or any improvement on the pad require a building plan reflecting a top view, side elevation, materials list and a start and completion date, to be approved in writing by the Landlord and/or his Agent, prior to commencing any construction. After the Landlord and/or his Agent's approval, a building permit must be purchased from the Westbank First Nation's office and a copy delivered to the Landlord and/or his Agent. You may then proceed to build the improvement.
- ii. Any improvement built without approval may result in having the subject improvement modified or removed at the Tenant's expense.

6. Utilities

- i. Tenants are responsible for all utility connections including the water and sewer connections from the service module to their own manufactured home. They are to be kept in good repair (no leaks) and from freezing by use of a heat tape on all water lines under the Tenant's manufactured home.
- ii. The Landlord and/or his Agent will not be responsible for damage to your electric hot water heater should there be an interruption in the water supply. Set up should include and ANTI-SIPHON VALVE in the water line at the hot water heater. We recommend that you install a pressure reducing valve as well.

- iii. Expenses incurred from repairs to sewer lines that are the result of misuse by the resident will be charged to the resident involved.
- iv. Non-organic materials flushed into the sewer system, deemed toxic and/or illegal by the Regional District, Westbank First Nation or duly authorized authority and traced to your site and/or use of the sewer system, will render you subject to any and all civil and/or environmental fines, penalties or action.
- v. Excess water use for washing cars and driveways and for sprinklers may result in an increased water usage fee for that Tenant and will be reported to the Westbank First Nation. Underground sprinkler systems are recommended.
- vi. Delinquent accounts will charged a \$100.00 Disconnect/Reconnect fee.

7. Vehicles and Parking

- i. All vehicles parked on Westview Village Mobile Home Park property and/or premises, must be in working order and be insured. Storage of wrecked, damaged or unlicensed vehicles is not permitted. Vehicles must be insurable, drivable and they must not interfere with the parking of your other vehicles (i.e.: resulting in having to park on the road or lawn). All unlicensed vehicles and trailers parked on common areas will be towed at the owner's expense.
- ii. All recreational/utility vehicles, snow mobiles and cross country motorcycles and their associated trailers, are not to be parked at or on any property at Westview Village Mobile Home Park, without written approval from the Landlord and/or his Agent.
- iii. Work vehicles including those over but not limited to a one tone rating, are not permitted on any property at Westview Village Mobile Home Park.
- iv. We enforce a speed limit of 15 kph throughout the mobile home park for the safety and benefit of residents.
- v. Noisy mufflers or unmuffled vehicles will not be permitted.
- vi. All vehicle stereos/boom boxes must be turned down to a low level on entering the mobile home park.
- vii. Motor cross and other noisy motorcycles are not permitted to be driven.
- viii. Only minor repairs to vehicles will be permitted. The vehicle must not be left up on jacks/ramps overnight. Repairs must be completed in a 48 hour time frame.
- ix. Overnight parking is not permitted on the road.
- x. Washing motor vehicles in the park is permitted, except when water restrictions are in force, as posted by management.
- xi. The number of vehicles per pad is limited to the number of designated parking spaces (normally 2).

Make _____ License Plate # _____

Make _____ License Plate # _____

8. Pets

- i. We have a maximum of one cat or dog limit per household. They must either be spayed or neutered.
- ii. Pets are restricted to your home or yard. Any pet left to roam will be subject to Animal Control.
- iii. Dogs must be approved by the Landlord and/or his Agent and must be kept within the provisions set out by the Westbank First Nation's Dog By-Laws and these Park rules.
- iv. Dog licenses are required and may be purchased through the Westbank First Nation's office.
- v. When outside your site, dogs must be on a leash at all times.
- vi. Owners of dogs must keep yards clear of all dog droppings.
- vii. Vicious, or dog species known to be vicious, will not be considered for approval as per our pet Application.

9. Guests and Parties

- i. No loud music or other noise permitted after 10:00 pm, including dog barking.
- ii. The Tenant takes responsibility for their behavior and actions as well as the guest's behavior and actions within their residential premises and the residential property in this park.
- iii. Tenant's or their guests found to be conducting illegal activities within their residential premises and the residential property of the Park will cause immediate termination of their tenancy agreement.
- iv. Parents/Guardians will be held responsible for their children's actions.

10. Resale of Manufactured Homes

- i. The sale of a Tenant's mobile home involving a change of occupancy of the mobile home will result in a new Tenancy Agreement being entered into with substantially the same terms as the existing Tenancy agreement.
- ii. Any prospective owner/occupier must have the Landlord and/or his Agent's approval of the new owner/occupier as a tenant prior to purchase completion. Such approval is not to be unreasonably withheld.
- iii. In the event the Landlord and/or his Agent's approval is not obtained by the new buyer, the mobile would be removed at the new owner's expense.

11. Renting, Subletting or Assignment

- i. The Tenant may not rent, sublease or assign his mobile home.

12. Moving a Manufactured Home Out of the Park

- i. 60 days notice in writing must be received by the Landlord and/or his Agent prior to moving a manufactured home or ending a tenancy. Additional rent would be payable in lieu of proper notice.
- ii. All rent due or other rent due by alternate arrangements, shall be satisfied before the mobile home may be moved.
- iii. All planted shrubs and trees must not be removed as they become part of the lot.
- iv. The lot must be left tidy, without debris.

13. Occupants

- i. The persons permanently occupying the premises, excluding minors, shall be:

14. Manufactured Home Information

_____ Year	_____ Size	_____ Make	_____ Model
_____ MHR #	_____ CSA #	_____ Serial #	

15. Miscellaneous

- i. The Tenant acknowledges that he has no ownership interest in the lot and shall not encumber it in any way.
- ii. Remember to obtain your two mailbox keys from the Vendor, if necessary.
- iii. Manufactured homes with oil heat are encouraged to convert over to gas before a sale will be approved.
- iv. Manufactured homes must always carry full fire insurance (wood burning stoves, fireplaces must be indicated, if applicable).
- v. No commercial business activities of any kind are to be carried out from within the Park.
- vi. Outdoor fires are not permitted.

THE MANAGEMENT RESERVES THE RIGHT TO IMPOSE ANY OTHER RULES AND REGULATIONS IT DEEMS ADVISABLE OR NECESSARY AND, IF NECESSARY, MAY AMEND EXISTING RULES AND REGULATIONS.

THESE REGULATIONS WILL BE STRICTLY ENFORCED.

FAILURE OF THE MOBILE HOME OWNER TO COMPLY WITH THE ABOVE REGULATIONS WILL, AFTER DUE WARNING, RESULT IN A WRITTEN EVICTION NOTICE.

I have read the above Rules and Regulations and agree to abide by same

Signed

Pad #

Print Name

Date