

**Owned and operated by Retire West Communities Ltd
4714 Muir Road, Courtenay, BC V9N 8Z6**

Park Rules

Welcome to Valley Vista Estates. We trust that our relationship will be a long and pleasant one. These rules are for the mutual benefit of you and your neighbours to ensure that the village is maintained to the highest quality. Your cooperation is required in complying with these rules. Valley Vista Estates is a fifty-five (55) year of age and over community. These park rules are subject to revision and change by the landlord with two weeks written notice to the Tenant.

A. Manufactured Home and Site

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. Any additions or alterations to the manufactured home or its attachments and outbuildings require a building permit and the **prior** written permission of the Landlord **before** commencement of any work. For clarification, the changing of the painted colours of the exterior of the home does require written approval of management, bearing in mind, that there is a standard colour code that has to be adhered to in order to maintain the overall design and look of the park. No alterations or changes by the Tenant to the Site's ground level are permitted.

2. Approved additions or alterations must be completed within sixty (60) days, with the same materials as the existing home (shingles, siding, colours, etc.). No metal roofs.

3. Any fencing, 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. Any change to the landscaping to the site must first be approved in writing by the Landlord.

Removing or adding to the fencing, shrubs and trees on the site requires the **prior** written permission of the Landlord. Any tree pruning by the Tenant must first be approved by the Landlord. The Landlord reserves the right to remove or prune any tree or shrub on the Site or in the Park. All fencing must be stained or painted to prevent deterioration and be maintained in good repair.

4. All areas of the site, that face a curb, must have a combination of lawns and bedding areas. Placement of any gravel, crushed rock or loose bark mulch, in the front yard of the site and/or in any other visible areas of the site (ie: from the road) will **not** be permitted under any circumstances.

5. All sites must have a minimum of three trees and or shrubs measuring three feet or higher, in the front of the site. Homes that are located on corner sites must have a minimum of six trees and or shrubs measuring three feet or higher throughout the site.
6. All fencing must meet the village standard, which is to be cedar, white vinyl, or black wrought iron, to a maximum height of 4 feet. No fencing is permitted in or around the front of the site. All fencing must be stained or painted to prevent deterioration and be maintained annually. If not, the fence will be repaired or taken down at the owner's expense.
7. The Tenant must maintain the Site, the landscaping and the home in good repair and in a safe, 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. Specifically, the Tenant is responsible for expenses and maintenance of:
 - a. The Tenant's dwelling unit, skirting and additions;
 - b. The utility connection lines from the Park's service points to the manufactured home;
 - c. The Site's landscaping, fencing, rock walls, driveways, or other improvements. In order to protect the overall Park appearance and 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, may be completed by the Landlord and the Tenant shall reimburse the Landlord for the actual cost plus 10% Administration Fee.
8. Tenants must ensure that water lines, pipes and taps have thermostatically controlled and functioning electric heat tape strapped securely in place over the entire exposed length. Tenants are responsible for the expense of replacing or repairs and maintenance servicing water, sewer, electrical, cable or television connections, if required, due to negligent or improper use by tenant.

B. Use of Site

1. The Resident will not use or occupy or allow the site to be used or occupied, other than as a private dwelling accommodation, for themselves and any approved occupants, nor will we allow any nuisance or illegal or immoral activity on the site.
2. No persons, not named in the tenancy agreement as a resident, may reside in a home for more than 30 cumulative days in a calendar year.
3. The Resident is responsible for the actions, conduct and safety of himself/herself, and for family or guests. The Resident is solely responsible for damage caused by any

of these persons, to the person or property of any other occupants of the village or to the property of the Landlord. Occupants or guests under 16 using common property shall be supervised at all times by the Resident.

4. The Park participates in local recycling programs as well as pick up of yard waste and general garbage. All garbage must be put in tamper proof garbage containers as posted and recycling rules followed.

C. Prohibitions

The following are **not** permitted:

- Subletting is strictly prohibited.
- Any commercial signage or advertising, except as allowed by an elections act or bylaw, in which case only a sign approved by the candidate may be shown from inside a window in the home
- The use of plumbing, sewers, drainage, waste, electrical, and natural gas for any purpose other than which they have been supplied and/or constructed
- Water left running unsupervised
- Incinerators, outside burning
- Exposed or open garbage cans, bags or containers, unless being placed for collection on days specified
- Visible lines for drying clothes are not permitted outside your home. The only kind of clothesline permitted is the umbrella type in an inconspicuous location
- The clothesline must not be located without prior written approval of the Landlord to avoid damaging any underground service
- No garage sales other than our community garage sale held once a year
- Peddling, soliciting, or engaging in any commercial ventures
- Feeding wild animals or birds in or near the park (hummingbird feeders are exempt).

2. The following may be permitted, provided that written consent has been received from the Landlord:

- Satellite or cable dishes less than 24” only if completely screened from public view
- Removal of any vegetation, or removal or construction of any fences.

D. General Conduct

1. The rights and privacy of all Park Residents must be respected by other tenants at all times
2. The Park maintains quiet hours from 10:00 pm to 8:00 am. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbours
3. Loud annoying parties or other gatherings are not allowed at any time, and tenants are responsible for the conduct of their guests at all times while they are in the Park. The playing of loud music or instruments at any time is prohibited
4. Abusive or offensive language is prohibited in the Park
5. No person is allowed to enter another tenant's site without that tenant's permission, except in an emergency
6. No skateboarding or roller skating is permitted in the Park
7. Tenants planning to be away on vacation or any other absence in excess of 2 weeks are required to:
 - notify Landlord of expected departure date and return date
 - provide post-dated cheques for period of absence (unless auto debit)
 - arrange for maintenance of lawn, gardens & home site (may let neighbour know)
 - provide emergency contact information to the Landlord

E. Violation of Park Rules, Complaints, Suggestions, Etc.

1. The Landlord encourages the direct communication and resolution of violations of any of the Park Rules between the tenants themselves. The majority of the Park Residents support these Rules, and reasonable people will adhere to them for the common good.

If resolution is not achieved, complaints should be made in writing to the Landlord. Residents' suggestions and input are welcome.

2. 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 Regulations*.

F. Vehicles and Parking

1. The Landlord will designate the permitted parking areas on each site.
2. **All** motor vehicles, trailers, boats, campers, and motor homes in the village **must** be licensed for operation, insured for public liability and public damage, as well as kept in good repair and drivable condition. Upon request, the Resident shall provide proof of such insurance to the Landlord.

3. No overnight parking is allowed on the Park lawns or streets. If overnight off street parking is required, Residents must notify the Manager for which areas are for guest parking within the Park. If such guest parking is full, then the Resident must arrange off street parking privately and outside the village.
4. A maximum of two motor vehicles are permitted to be parked on each site if space allows.
5. Parking of vehicles over one ton, campers, recreational vehicles, equipment, unlicensed vehicles, boats, trailers, and containers is prohibited on the street, or in a driveway. Subject to space being available and Landlord approval, Residents may enter into a fee-based storage agreement in one of the RV storage areas.
6. An RV may be parked in front of a Resident's home for a maximum of two nights and three days for loading and unloading of unit only.
7. The speed limit in the Park is **20 km/hr**.
8. The use of snowmobiles or unlicensed motorcycles is prohibited in the village. Motorcycle engines must only be started outside the village.
9. Vehicles operating in the village must be properly maintained so as not to create unreasonable noise nor leak oil or contaminants onto the ground. Repairs to any vehicles, boats, trailers, and campers, including oil changes to motor vehicles are **not permitted** in the village.
10. Any offending vehicle which does not comply with these Rules and Regulations must be removed from the village by the Resident, failing which it will be removed at the Resident's expense.

G. Clubhouse and Recreation Facilities

1. The Clubhouse is for the exclusive use of the Residents of the Park for established events as indicated in the calendar and on the display boards. It is also available for Residents to hold functions with other current Residents of the park but the function must have prior approval from Management. No exceptions will be made to include people from outside the park. The only exception to this is seen in number 2, below.
2. The use of the Clubhouse is permitted for "*Celebrations of Life*" for current Residents to attend and pay their respect to those Residents who have passed away. Immediate family members can attend on approval from management to ensure there is adequate space for park Residents to participate.

H. Pets

1. The Landlord controls the pet population. No animals, including but not limited to, exotic, mammals, birds, reptiles, insects or arachnids, may be brought into the Village or acquired after the occupancy commences without the prior written approval of the Landlord.
2. Written Approval: Every pet requires prior written approval by the Landlord before occupying the home and the Tenant will be required to sign a Pet Agreement that becomes a material term of the Tenancy Agreement.
3. Any pet which is approved by the Landlord must be kept on a leash whenever it is out of the Resident's home or the Resident's fenced yard. The pet's owner must pick up any of the animal's excrement immediately, and properly dispose of it in personal or approved containers or outside the park.
4. Dogs are restricted to a maximum adult weight of 15 kilograms (35lbs) & height of 50cm (20in.).
5. The Landlord may, at any time, withdraw approval of any pet. The Landlord shall provide the Resident with written notice stating the reason(s) for the withdrawal of approval of any pet. The Landlord shall provide the Resident with the written notice stating the reason(s) for the withdrawal of approval and the Resident shall permanently remove the pet from the Park within 48 hours of receiving such notice.

I. Emergency

1. The village Manager is the designated contact person for all emergency repairs:

Name: Roy Kowalski

Phone Number: 778-980-1512

2. The Resident must make at least two (2) attempts to notify the Manager, and give a reasonable time for completion of the emergency repairs.

J. Sale of Home

- a. Prior to listing homes for sale, the Resident shall inform the Landlord
- b. All "For Sale" signs to be commercially produced and be approved by management
- c. All signs shall be placed 3 feet from the front of the house for sale & parallel to the house
- d. All homes for sale and a list of authorized real estate agents shall be registered with the Landlord

Valley Vista Estates

The Residents will obtain the covenant of any future purchaser of their unit whereby such purchaser agrees:

- To agree to and sign the Landlord's current tenancy agreement form, and;
- To be governed by these Park Rules
- The Landlord or its authorized agent shall interview all prospective purchasers of the home and approve or decline their application for tenancy.

K. End of Tenancy

Should the tenancy end and the Resident remove his/her home from the park, the Resident must leave the site clean, free of all debris and refuse and in good condition. If the Landlord is obliged to clean or repair any part of the vacated site, the Resident shall be required to pay for such work at the actual cost to the Landlord plus 20% administration fee.

L. General

If any provisions of these rules are 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 rules shall remain in full effect. Situations or conditions not covered by these rules and regulations should be reviewed with the Landlord prior to proceeding.

THANK YOU FOR YOUR COOPERATION!

UNDERSTOOD AND ACCEPTED UPON THIS _____ day of _____, 20____

Management:

Print Name: _____

Signature: _____

Resident(s) :

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

