

# Grace Estates - Park Rules

Our Park Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable and to have the cleanest looking park in all of Skawahlook (Sq'ewa':lxw) First Nation so that your home maintains a high value and that your visitors are impressed.

All Lessees and their guests are subject to all of the terms and conditions of these Park Rules over the entire Park area. The Park area is outlined in red in the attached map (Schedule "A").

These Park Rules are subject to revision and change by the Lessor. Lessees will receive at least two weeks' written notice of any changes, after which the new Park Rules become effective unless otherwise stated in the written notice.

Unless otherwise noted, all words have the same definitions as provided in the Lease signed between the Parties.

## 1. **MANUFACTURED HOME AND SITE/PAD (the "Premises"):**

**The Premises** shall be attractively maintained by the Lessee and shall comply with the Lease, all applicable laws, ordinances and regulations of Skawahlook (Sq'ewa':lxw) First Nation, Grace Estates and the provincial and federal governments.

- a) **Landscaping:** Any plants, shrubs or trees that are present now or are added in the future are and remain the responsibility of the Lessee and must be maintained by the Lessee at the Lessee's cost, in good condition. Removing or adding shrubs and trees on the Premises requires the prior written permission of the Lessor. Any tree pruning by the Lessee must first be approved by the Lessor. The Lessor reserves the right to remove or prune any tree or shrub on the Premises or in the Park.
- b) **Maintenance:** The Lessee must maintain the Premises, 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 Lessee and the Lessor is not responsible or liable in any way for their repair, safety, construction standards, future or condition. Specifically, the Lessee is responsible for expenses and maintenance of the Lessee's dwelling unit, skirting, additions and shed(s).

Subject to the Lease, in order to protect the overall Park appearance and property values of the other homes in the Park, maintenance work not completed by the Lessee within 15 days of receipt of a final notice from the Lessor to do so may be completed by the Lessor and the Lessee shall reimburse the Lessor for the actual cost of such work plus a 10% administration fee.

- c) **Clothes drying is permitted:** Only on an umbrella type clothesline/dryer in an inconspicuous location on the Premises at the back of the home is permitted. The pole location must be approved in advance by the Lessor to avoid damage to utilities.
- d) **Services:** Lessees 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. Lessees are responsible for the expense of replacing or servicing water, sewer, electrical, cable or television connections, if required due to negligent or improper use by Lessee.
- e) **To protect underground utilities:** Lessees must check with Park management prior to digging any holes.
- f) **Water:** Please use water responsibly. Excessive use of water is not permitted, such as washing of streets, commercial vehicles, guest vehicles, or overnight watering of lawns.
- g) **Inspection and repairs:** The Lessor may enter the land of the Premises (not the personal unit) during reasonable hours with at least 24 hours' notice, or at any time during an emergency, to inspect with regard to compliance with these Park Rules and with all laws, or to erect, use and maintain pipes and

conduits in and through the Premises, as the Lessor may deem necessary or desirable, and to take all material onto the Premises as may be required.

## 2. GUESTS:

The Lessee assumes full responsibility for their guests' conduct and behavior and will be held liable for any and all damages caused by any guests or other persons permitted by the Lessee to enter the Park.

## 3. GARBAGE:

- a) The Lessor will cover the cost of garbage/recycling pick up.
- b) **No burning** of trash, leaves or other materials is allowed in the Park or on the site/pad.
- c) **The Park participates in local recycling programs.** Information on types of materials and pickup schedules are available at the Park office or information provided by Skawahlook First Nation administration.
- d) **All garbage** must be put in tamper proof garbage containers. Maximum two garbage cans per Premises.

## 4. PETS:

- a) **Written approval:** Every pet requires prior written approval by the Lessor before occupying the home.
- b) **Pet size is restricted** to 20 pounds in weight when full grown.
- c) **A maximum of two pets** per Premises are permitted.
- d) **Banned Breeds:** Breeds of animals that are considered to be vicious or are restricted by any bylaw or regulatory agency will not be permitted to be in the Park or on the Premises under any circumstances (some examples are: Pitbulls, Rottweilers, and German Shepherds).
- e) **No big dogs permitted in the Park at any time** except "Certified Guide Service Dogs". They must have a "Provincial Guide and Service Dog Certificate License" as per the Guide Dog and Service Dog Act of BC. This includes pets owned by the Lessee's guests.
- f) **Only two caged indoor pets** are permitted such as small birds, fish and hamsters then no other pets such as dogs or cats will be allowed in the home or on the Premises.
- g) **Exotic pets** by any definition are not allowed in the Park for the protection of all Park residents.
- h) **Control and cleanup for pet:** Authorized pets must be kept quiet and under control and must be kept on a leash at all times when outside the Lessee's home or the Lessee's fenced yard. It is the responsibility of the Lessee to clean up after his/her pet or guests' pet and to keep the pet off the Premises of other Lessees. Pet owners are responsible for any and all damage done by their or their guests' pets to their Premises, the Park's common property or the Premises or property of other Lessees or their guests.
- i) **Complaints:** Pets that are noisy, unruly or who cause complaints must be removed from the Park upon receiving written notice from the Lessor to do so.
- j) **Breeding** of pets or keeping of livestock or poultry are not permitted.
- k) **Wild animals:** considering the potential disturbance and mess, the Lessee agrees not to encourage or feed wild animals in or near the Park.
- l) **No baby-sitting** pets/animals from outside the Park.
- m) **No Resident shall permit any** condition to exist within any home on Premises which shall induce breeding, rodents, or noxious insects that might harbor infectious diseases.

## 5. EXTENDED ABSENCES:

Lessees planning to be away on vacation or any absence in excess of one week are required to:

- a) **Notify the Lessor** of expected departure and return dates;
- b) **Provide post-dated rental** cheques for the period of absence;
- c) **Arrange for maintenance** of their lawn and Premises and advise their neighbors.
- d) **Provide emergency** contact information to the Lessor.

## 6. **VEHICLES:**

- a) **All vehicles in the Park** or on the Premises must be currently insured for use on public roads and be in good operating condition.
- b) **Speed limit in the Park** is 10 km per hour. Pedestrians and bicycles have the right of way.
- c) **Noisy vehicles**, motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the Park.
- d) **Automobile and boat** repairs are not allowed on the Premises.
- e) **No parking is allowed** on Park streets or on lawns at any time.
- f) **Recreational vehicles**, boats, utility trailers, large trucks (over 3/4 ton) and commercial vehicles are not permitted on Lessees' Premises in the Park and must be parked off Lessees' Premises as agreed to in writing with the Lessor. There will be an extra charge for the vehicle.
- g) **Delivery and service trucks** for service or delivery purposes are allowed, however they must not block the road.
- h) **The Lessee is entitled to two vehicles permanently parked on the Premises. Additional parking** is available as agreed to in writing with the Lessor. The current rent for additional parking is \$60/month, subject to change with at least 30 days' written notice.

## 7. **GENERAL CONDUCT:**

- a) **The rights and privacy of all Park residents** must be respected by other Lessees at all times. The Lessor shall have the right to terminate the Lease for repeated violations.
- b) **The Park maintains quiet hours from 10 pm to 8 am.** All noise, in particular noise from entertainment equipment or machinery must be curtailed during these hours so as not to disturb neighbors.
- c) **Loud and annoying parties** or other gatherings are not allowed at any time, and Lessees are responsible for the conduct of their guests at all times while they are in the Park.
- d) **Abusive or offensive language** is prohibited in the Park.
- e) **No person is allowed to enter** another Lessee's Premises without that Lessee's permission, except in an emergency.
- f) **No skateboarding or roller skating** is permitted in the Park.

## 8. **COMMERCIAL ENTERPRISES:**

- a) **No selling, soliciting, peddling** or commercial enterprises are allowed within the Park without first obtaining written consent from the Lessor.
- b) **Only elections' campaigners are allowed.**
- c) **No signs or advertisements** of any nature may be displayed by the Lessee within the Premises area or on any area of the Park without first obtaining written consent from the Lessor, and then only in areas designated by the Lessor.

## **9. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS ETC.:**

The Lessor encourages the direct communication of violations of any of the Park Rules to be discussed between the Lessees themselves. The majority of the Park residents support the Park Rules, and reasonable people will adhere to them for the common good. Complaints have to be made in writing to the Manager/Lessor. Your suggestions and input are welcome.

Any breach of these Park Rules by the Lessee will be considered a breach of a material term of the Lease and may result in a termination of the Lease or other penalty as similarly provided under the *Manufactured Home Park Tenancy Act and Regulations*.

## **10. LIABILITY:**

The Lessee acknowledges that the use of common areas by them and their guests are entirely at their own risk. The Lessor 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. The Lessee will be held liable for any and all damage caused by him/her, the Lessee's guests or others, and that the Lessee assumes all such responsibility.

## **11. HOME SALES:**

Before listing a home for sale, the owner of the home to be sold must notify the Lessor. At this time the Lessee will be provided with the information needed to proceed with the sale. "For Sale" signs may only be placed in the window of the home and/or a location designated by the Lessor on Park property.

## **12. OPEN FIRES:**

Open fires are NOT permitted. Firecrackers, rockets or any explosive material or device are not permitted within the park.

## **13. PROPANE FIRE PITS:**

Propane fire pits that are CSA/ULC approved portable campfire apparatus, with flame guards around fire, with a flame height not to exceed 15 cm, and that comply with any Provincial requirements are permitted. Fire must be extinguished by 10:00 pm. Lessee must have a current valid fire insurance policy and provide a copy to manager before using the propane fire pit. There must be a fire extinguisher within reach.

The Lessee must keep the fire pit 4 ft. from combustible material.

## **14. WOOD STOVES:**

Wood/pellet stoves are permitted inside the homes but must be certified and inspected for the safety of the Lessee and the Park.

## **15. SIGNS:**

- a) **In-ground "For Sale"** signs are not permitted.
- b) **For sale sign and election candidate's signs:** a maximum of two signs can be placed inside the front window of the Lessee's home, and the sizes can be no larger than 24 inches by 24 inches.

## **16. REPLACEMENT OF THE LESSEE'S HOME:**

If the home has to be replaced with another home due to a loss or sale, the replacement home cannot be older than 10 years old. The Lessee must obtain the Lessor's approval in writing as to size, make, year, appliances, color and provide pictures as requested by Lessor, before purchasing the replacement home.

## **17. EXTERIOR WALLS OF HOME AND SHED:**

- a) **All outside colors** must enhance and blend into the community and be in harmony with the Park. If repainting the home, the colors must be approved by the Lessor or manager in writing.
- b) **The exterior walls of any building, including the home and sheds,** must be clad with hardy board

the same color as the home.

**18. SKIRTING:**

- a) **A home must be skirted within 30 days of move in date.**
- b) **A home must have in ground 6 inches of metal** to keep rodents out and 6 inches of metal above ground to keep a weed eater from destroying the vinyl siding.
- c) **The color of the skirting** must be the same color as the home.

**19. MAINTAIN HOME AND IMPROVEMENTS:.**

**In the event that the Lessee fails to maintain** the manufactured home including any additions or accessory buildings on the Premises in accordance with the Lease and the Park Rules, the Lessor will give notice to the Lessee that they are in material breach of the Lease and the Park Rules. The Lessee will have 30 days to remedy the breach. After written notification to the Lessee, the Lessor then may request negotiation, mediation or arbitration of a breach of the Rules or Lease. Each Party will bear their own costs of dispute resolution, unless otherwise decided by a professional resolving the dispute.

**20. ELECTRICAL SYSTEM - PROPANE GAS APPLIANCES AND HOT WATER TANK:**

**For the protection of the electrical system and to prevent an overload electrical draw**, if the Lessee's home has propane gas appliances then these appliances cannot be replaced with electrical ones and must be replaced with propane gas appliances. New appliances must be propane gas appliances. (A propane gas stove can provide heat in winter if power goes off.)

*A Copy of a letter from Electrical Safety Officer "George Razzo" is included below for your understanding.*



**21. UNSIGHTLY:**

- a) **The Lessee shall NOT have anything that is unsightly** in or on the Premises, not in the home (e.g., freezers, boxes, rubbish, garbage, debris, lumber or anything that would be considered as causing a junky/unsightly yard.)

- b) **Furniture on the patio or sundecks shall be patio type furniture** and shall not be placed at the outside front of the home or on the driveway.
- c) **Upon receiving a written notice from Lessor** to remove from the Premises anything that is considered by the Lessor as unsightly, the Lessee shall remove it forthwith.

## 22. STORAGE::

### Lessees Storage.

**One storage facility (Shed)** may be constructed on each mobile home space, provided that it is no closer than 4 ft. to an adjacent property line.

The size of shed allowed will be determined by the size of the Lessee's home.

## 23. SHEDS:

- a) **Permitted per Park Rules & specifications.**
- b) **Sheds must be a factory made.**
- c) **Shed is only allowed if the lot size allows it.**
- d) **All sheds must be approved by Lessor in writing**, including as to the size, design, type of shed, floor construction, colour of the shed and placement location.  
  
If no agreement is reached with the Lessor then no shed is permitted.
- e) **If any shed location restricts** the Lessor in the repair of a service supply or septic field, or placement of a manufactured home, then the Lessee shall agree to remove the shed at the Lessee's sole cost as per a written request from the Lessor, within 48 hours of receiving such a request without any remuneration from the Lessor.
- f) **Upon the sale of a Home** the Lessor can require the new owner to update, remove or relocate a shed.

## 24. CONCRETE or ASPHALT:

**As there are underground services** that have to be dug up to be serviced from time to time, no concrete or Asphalt is to be poured anywhere without written permission.

## 25. TREES SHRUBS PLANTS:

- a) **All trees, except cedar trees**, within the Lessee's Premises must be topped at the height limit of less than 10 ft. **All cedar trees or hedges** within the Lessee's Premises must be topped and pruned at the back and side yards to a maximum height of 8 ft, and in the front yard no higher than 6ft.
- b) **No leaf trees are to be planted** on the Premises. This includes bamboo, alder, weeping willow and cottonwood.
- c) **The planting of any kind of trees at the front of the home** is not permitted as it interferes with snow removal.
- d) **The use of pesticides is banned in the Park.**

## 26. FENCING:

- a) **Chain link fencing will be provided** by the Lessor at first, but if there is any damage done to the fence the Lessee is responsible for paying to have it repaired or replaced.
- b) **No wood fences are allowed.**

## 27. WATER LINES:

- a) **Lessees must ensure that water lines, pipes and taps** have thermostatically controlled electric heat tape strapped securely in place over the entire exposed length, to prevent them from freezing from the

supply line, 1 ft. below ground level to the Tenant's home.

- b) **Lessor is responsible for shut off valve at ground level.**
- c) **It is recommended that the Lessee install a back-flow water valve** to prevent water from back draining the hot water tank, if there is a water line break.

#### **28. DIGGING:**

**To protect underground utilities**, the Lessor's advance permission must be obtained before digging any holes on the Premises, including holes for planting shrubs or trees.

#### **29. OUTSIDE ENTERTAINING OF FRIENDS GUESTS:**

- a) **The Lessee shall entertain only in the privacy** of their home or back yard.
- b) **No entertaining on the driveway, beside the driveway**, or in front of their home.
- c) **Consumption of Alcohol** shall only be in the privacy of the Lessee's home, patio deck or back yard, not on the driveway or the front of the home or the common areas of the Park.

#### **30. LEAKING OIL OR GAS:**

**All repairs to any damaged pavement** from leaking oil or gas, as a result of the Lessee's vehicle or Lessee's guest, shall be repaired by a professional paving contractor approved by the Lessor and all costs charged to the Lessee.

#### **31. RV'S, MOTORHOMES, CAMPERS, TOW TRAILER, BOATS, TENTING:**

- a) **RV's shall NOT be parked on the Lessee's Premises** except for brief periods to be loaded or unloaded or as a guest home **up to 72 hours** only.
- b) **Lessee can reserve an area** but must be approved by the Lessor.
- c) **No tenting of any kind** within the Park.

#### **32. CAR SHELTERS OR CAR COVERS:**

**Temporary drive-into vehicle shelters** are NOT permitted, regardless of type or intended purpose. Car covers must be commercial type designed and sized for that vehicle, colour must match the colour of the home. Cover must be approved by Lessor in writing.

#### **33. GAZEBOS:**

- a) **Are only permitted with the Lessor's written permission** as to type, colour, size and placement, they are not to be placed on a wood patio due to fire. It must be placed on patio bricks or concrete patio blocks and only if allowed in writing by the building inspector. If they have a canvas roof they must be taken down for the winter and stored off the Premises.
- b) **If the gazebo location** restricts the Lessor in the repair of a service supply or septic field, or placement of a manufactured home, then the Lessee shall agree to remove the gazebo at the Lessee's sole cost as per a written request from the Lessor, within 48 hours of receiving such a request without any remuneration from the Lessor.

#### **34. STORAGE:**

The property of the Lessee, stored on the Premises shall be kept in a safe condition and shall be at the Lessee's risk for loss, regarding theft or damage from any cause whatsoever.

#### **35. WIND CHIMES AND DISPLAYS:**

- a) **One set of wind chimes is allowed at each home within the Park.**
- b) **Outside trinkets or ornamental displays** must be approved by the Lessor if the Lessee wants to

display them at the front of the home or on the steps or driveway side of the home; they can be placed in the back yard of the Lessee's Premises without the Lessor's consent.

- c) **Nothing shall be displayed anywhere on the home**, i.e., decals, ornaments or from within the home windows visible from the outside.

### 36. WINDOWS:

Proper window blinds only permitted, no towels, sheets, paper, tin foil or similar material shall be placed on or over, inside or outside of the windows. No outside window covers or sun shades of any type.

### 37. OFFENSIVE:

**Nothing shall be displayed or broadcasted** that is offensive or obscene to neighbors, visitors, or the Lessor.

### 38. NEIGHBORS:

Lessees who need to enter a neighbor's yard to maintain their home, must ask permission from their neighbor and give 24 hours' notice before entering their yard.

### 39. SATELLITE DISHES, ANTENNA'S, C.B, T.V, HAM, TWO-WAY RADIO:

- a) **Radio towers are not permitted**; short, single, whip antennas are allowed.
- b) **A Lessee wishing to operate any form of two-way radio** must first obtain the Lessor's written consent, and then ensure the frequency does not interfere with the use of any electronic equipment by other Lessees. If such interference occurs, the Lessee must cease operating the two-way radio equipment.
- c) **The Lessor's prior written consent must be obtained** before installing any antenna or satellite dishes, as to the location. When mounted on the home antenna(s) or satellite dishes shall be mounted two-thirds back from the front of the home on the entry side, or if mounted in the yard, behind the home on a 6X6 inch post out of sight.

### 40. RAILWAY TIES:

**Are not permitted in the park.** They are environmentally unsafe, and a danger to health.

### 41. TRAMPOLINES AND TARPS:

- a) **Trampolines are not permitted** in the Lessee's yard or anywhere within the Park.
- b) **Brightly colored tarps are not permitted** to cover anything (as they are unsightly) except temporarily on a damaged roof of the home or a home's roof while under repair.

### 42. CHILDREN VISITING:

- a) **Visiting children must play on the Lessee's Premises** quietly, and not annoy the neighbors with any loud noise or screaming.
- b) **No playing of any kind on the Park street for safety's sake.**
- c) **No rollerblading, skateboarding**, hopscotch, skipping, ball, street hockey or play cycling, anywhere on the Park street for the safety of the children.
- d) **No marking up of driveways** for the playing of games or any other reason.
- e) **No climbing of Park trees or on buildings.** The Lessee will be held responsible for any damage caused by visiting children.
- f) **Baby-sitting or daycare businesses** are not allowed within the Park.

#### 43. SEPTIC:

**The only thing allowed into the septic system is poop and pee. The following items are not permitted in the septic system**

- a) **No drain cleaners.** If drain is plugged call manager.
- b) **No powdered laundry soap.** Only biodegradable liquid laundry detergent to be used.
- c) **Only biodegradable toilet paper to be used.**
- d) **No coffee grounds to be put down the drain.**
- e) **No washing of paint brushes** in the sinks as the residue paint seals off the septic field.
- f) **No personal hygiene products** or anything that blocks or obstructs the sewer line .
- g) **Do not put down the toilet:** Q-tips, Kleenex, tissues, hand wipes, baby wipes, or adult disposable wipes. Only human waste and toilet paper are to go in the toilet, absolutely nothing else.
- h) **Negligence:** Septic system repair costs will be charged to the Lessee if a sewage blockage or septic related problem occurs due to Lessee's negligence.

#### 44. FLOWERS, FLOWERPOTS, SHRUBS:

- a) **Only in ground flowers and small shrubs** are allowed adjacent to the front of the home. Alongside of driveway, only in-ground flowers are allowed due to snow plowing.
- b) **Flower pots:** Only a total of two are allowed, in front adjacent to the home, or on the front steps or steps landing, maximum size 2 gallon. These flower pots have to be approved by management.
- c) **More flower pots** can be placed within the Lessee's back yard and those do not need management approval.

#### 45. COMPOSTS:

The Lessee shall not have any composting system on their Premises. It attracts rodents such rats and mice and becomes a breeding site. All organic waste matter including cut grass is to be disposed of in a designated area provided by the Lessor.

#### 46. AIR CONDITIONER / HEAT PUMPS:

- a) A window placed air conditioner must be placed facing Lessee's yard, not facing into the neighbor's yard, thus preventing neighbor from being annoyed with your air conditioner's noise. Please be respectful.
- b) **Outside standalone air conditioners / heat pumps .**

Before purchasing the standalone air conditioner, the Lessee must get written permission from Lessor to install an outside air conditioner/heat pump, as to electrical amperage, size, noise level, efficiency and placement location.

#### 47. GENERAL:

If any provision of these 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.

Thank you for your cooperation.