

SCHEDULE "A"

BLACKFALDS ESTATES - MOBILE HOME COMMUNITY

5500 Womacks Road

Blackfalds, AB T0M 0J0

RULES AND REGULATIONS

I. DEFINITIONS

- Good overall condition means
 - No broken windows
 - No visible rust
 - No peeling oxidized or bleached paint
 - No visible structural damage
- Approved material means: a fire resistant material the same as the outer cladding of the mobile home or material which is complementary to it.
- Clean and tidy is the state in which each individual mobile home site must be maintained, e.g. No old car bodies, junk or debris of any kind lying around on site.
- Unit(s) means: trailer or mobile home
- The Mobile Home Park shall hereinafter be referred to as the "Park"
- The Town of Blackfalds shall hereinafter be referred to as "Town"
- The resident means: any person who reside within the Park whether named on the lease or not.

II. GENERAL APPEARANCE OF MOBILE HOMES

- All units in the Park must meet the current C.S.A standard
- All units must be in good overall condition.
- The acceptability of any unit as to the standard of good overall condition is subject to the discretion of the Landlord.
 - All hitches and running gear must be removed. If hitches cannot be removed, they must be boxed in with approved material, which matches and/or compliments the unit.
 - In the event of external damage to any mobile home, the repairs or repainting must be completed within thirty (30) days.
 - No visible storage on any pad location without prior written approval of the Landlord.
 - The unit must be identified by a 4" high number of a factory made quality on the front of each unit.
 - Units for newly approved tenants and/or new tenants require a unit that is at most ten (10) years old and that is in good condition.
- Any outside renovations must be completed in a timely manner, within three (3) months of start date (roofing, siding, and skirting)

III. SKIRTING

- Each mobile home is to be leveled, blocked, and skirted within thirty (30) days of being sited on the lot, weather conditions permitting. Re-leveling may be required from time to time.
- If a unit does not meet the good conditions standard at the time of the sale, it must be removed from the park.
- Any additional costs incurred by the Landlord due to Tenant's failure to perform, will be deemed to become due and payable as additional rent. If this additional rent is not paid, then notice to vacate will be given immediately.
- Rent not paid by the first of the month will be subject to a \$50.00 late fee.
- Should a Tenant fall into arrears of rent three (3) months or more, then the Landlord shall have the option of evicting the Tenant forthwith. Furthermore, the Tenant shall be responsible for all arrears, plus all costs necessary to recover these arrears.

IV. MAINTENANCE OF SPACES

- Each mobile home lot or space shall be maintained on a regular basis and shall be neat, clean and free of litter. This includes the mowing, edging and trimming of the lawn, shrubs and trees to give the site a well-groomed appearance.
- Lawns, shrubs and landscaping not maintained by the Tenant may be maintained by the Landlord and the charge will be added to the next monthly rent, if such maintenance is done by the Landlord.
- The Landlord reserves the right at any time to clean and remove any unsightly property within the confines of the Mobile Home Park and add such removal cost to the next monthly rent of the Tenant.
- Please note that expenses incurred by the Landlord to maintain and cleanup a Tenants space will be taken first from the monies submitted by the Tenant for the rent. The balance will then be submitted towards monthly rent owing, and the Tenant must then make up the difference or be subject to an additional \$50.00 late fee.
- Snow removal on each lot and adjacent walkway is the responsibility of the Tenant.
- Driveways must be kept free and clear of garbage, debris and oil. Tenant will be held responsible for damage to driveways caused by oil leakage.
- No digging of any kind shall be allowed without the express written permission of the Landlord in order to protect underground utilities, this includes flower beds, vegetable gardens etc.

V. ACCESORY STRUCTURES

- The written permission of the Landlord shall be required for the construction and/or installation of:
 - i. Porches and/or additions
 - ii. Storage sheds
 - iii. Fences, wind screens, or shelters
 - iv. Outside antennas including satellite dishes
 - v. Trampolines, dog runs etc.
- Failure to obtain the Landlords written permission will result in having the new construction and/or installations removed at the Tenants expense.

- Proper plans must be submitted to the Landlord showing lot, existing trailer and any other improvements or buildings on the lot, proposed additions and setbacks with correct dimension.
- Building permits must be applied for and obtained from the Town before any construction.
- The design, locations, and height of all fences must be approved by the Landlord prior to construction.
- Fences not approved or not conforming to approved design may be removed by the Landlord at the Tenants expense. Such expense may be added to the Tenants rent.
- Only standard patio furniture and barbeque equipment in good condition may be left outside the mobile home. All other items must be kept inside the mobile home or in an approved storage shed.
- Only umbrella type clothes line will be permitted in the area directly behind the mobile home.

VI. TRASH/GARBAGE DISPOSAL

- Tenants must store their garbage in a concealed area on the lot so that neither wind nor pests can strew it around.
- All household garbage must be in plastic bags or approved garbage containers and set out at the corner of the driveway and the street, on the dates for pickup ONLY, and shall not be left out on the other days of the week.
- Pet litter must be bagged before it is disposed of in garbage containers.

VII. RENTS

- All lot rentals are on a monthly basis. No subletting is allowed in the Park without the prior written consent from the Landlord.
- N.S.F. or any other type of dishonored cheques can only be redeemed by providing payment with cash, money order or certified cheque. In addition, there will be a \$60.00 charge for any cheque from the bank endorsed N.S.F. or dishonored for any reason.
- There will be a \$50.00 late fee for rents paid after the first of the month, and a further \$10/day for any day after the third.
- A Tenant shall give two (2) clear months written notice of their intention to vacate their lot.
- Notice to vacate will be given in writing on or before the last day of the month. Failure to give the required two (2) months written notice shall result in a charge of two (2) additional months rent.
- The sale of mobile homes within the park is strictly forbidden without the prior written approval of the Landlord, to allow the Landlord to perform the proper Credit and Criminal checks on the perspective new Tenants, and to allow the installation of new Units or Units less than 10 years old. Exceptions may be granted only in limited circumstances, and may be withheld without any reason.

VIII. REGISTRATION

- All prospective Tenants shall complete an application form and must receive the Landlords approval prior to moving into the Park to allow the Landlord a criminal and credit check, and must agree to all rules by signing the lease.

- Tenants must supply the serial number of their Mobile Home Unit to the Landlord upon demand by the Landlord.
- All Tenants must insure his or her property against damage or loss and provide the Landlord a current copy every year.

IX. UTILITIES

- a) Electricity: All Tenants have individual electric meters and shall be responsible for the payment of their electric service charges.
- b) Natural Gas: All Tenants have individual gas meters and shall be responsible for the payment of their natural gas.
- c) Water: Is currently included in the monthly rent. Landlord shall have the right to sub-meter water at any time without the Tenants approval. In lieu of water sub-metering the Landlord has the right to charge for actual water usage pro-rated by trailer and/or charge a flat monthly fee as part of the rent and/or increase rent to compensate Landlord for water charges.
- d) Garbage removal: Is included in the monthly rent.
- e) Sewer: Is included in the monthly rent.
- f) Recycling: Is included in the monthly rent.
- g) Telephone: It is the Tenants responsibilities to pay for telephone lines.

→ PLEASE NOTE: NO OTHER HEATING FUEL OTHER THAN NATURAL GAS IS ALLOWED IN THE PARK.

- If any Tenant has any other heating fuel than gas that has not been previously approved by the park, e.g. wood stove or fireplace, this heating fuel must be removed immediately at the expense of the Tenant.
- The Tenants are responsible for protecting the electrical, water and sewer facilities from the elements including the protection of the water lines from freezing by the use of electrical heat tape. All electrical components must be insulated.
- In the event of frozen water and/or sewer lines between the Park services and the mobile home, thawing of such lines shall be the responsibility and at the expense of the Tenant. If lines and services are not properly insulated and maintained and damage happens to these services and the mobile home, repair of such lines shall be the responsibility and at the expense of the Tenant. The water or sewer lines meant are the lines that come up vertically from under the ground into the mobile home, not the horizontal pipeline running underground.
 - a) All above services are subject to inspection at any time.
 - b) At NO time shall water be left running to keep lines from freezing.
 - c) No watering of lawns is allowed in the Park.

X. THE CONDUCT OF BUSINESS

- Soliciting or peddling of any nature shall not be permitted within the Park.
- No business or commercial operation of any kind may be conducted within the confines of the Park.

XI. PETS

- Any new pets a Tenant wishes to bring into the park must be preapproved by the Park.
- Pets are not allowed to run free at any time.
- All dogs must be properly licensed.
- When walking a dog in the Park, the person shall carry and use some means of picking up and disposing of excrement.
- All pet owners must keep their surrounding grass areas free of excrement. All pets, when outdoors must be on a leash at all times, unless in the owners well fenced yard.
- Annoying, dangerous or noisy pets will not be tolerated in the Park at any time, and must be removed upon notice being given by the Landlord.

XII. NOISE AND DESTRUCTION

- Tenants shall not create any noise at any time which will annoy other residents.
- Disturbing the peace, the use of profanity, indecency or drunkenness will not be tolerated in the Park at any time.
- Controlling the action of children is the responsibility of their parent and or guardians of those children.
- The Tenant who is the parent and or guardians of children is financially responsible for all actions of these children.
- Willful or negligent damage or destruction of Park property will not be tolerated, and may result in legal action.
- All children under the age of 18 years will not be permitted to roam through the Park after 11:00pm unless accompanied by a parent. This includes the playground.
- Street hockey and ball are strictly prohibited from all areas of the Park except the playground.
- Riding of off road vehicles, horses, etc. are strictly prohibited from all areas of the Park.

XIII. PARKING

- Vehicles illegally parked will be removed at the owners sole risk and expense. A maximum of two (2) automobiles will be allowed on each driveway.
- No parking is permitted on the street.
- No parking is permitted on lawns or patios.
- Trailer, boats, RVs etc. may be parked only with the written permission of the Landlord and may be subject to a daily or a monthly fee in the sole discretion of the Landlord.

XIV. TRAFFIC

- Only persons who possess a valid drivers license will be allowed to operate vehicles in the Park.
- No unlicensed or inoperable vehicles will be permitted in the Park.
- The maximum speed limit in the Park is 5 Kilometers per hour.

XV. FIREPLACES

- No open fires will be allowed in the Park, only certified patio burners that have been pre-approved by the Landlord.

XVI. DAMAGE AND OR DESTRUCTION OF MOBILE HOMES

- If a mobile home placed on rented property within the Park shall, at any time during the term of the rental agreement, be burned down or damaged by fire, lightening, windstorm or any other act as to render the same unit unfit for the purpose of the Tenant, then the Tenant shall commence to rebuild, repair or remove the mobile home with due diligences and dispatch, or give evidence of intention with thirty (30) days of loss, to either rebuild, repair or removed and commenced to fulfill intent within fifteen (15) days thereafter.
- In default thereof, any costs incurred by the Landlord for the removal, storage or repair of the damaged mobile home shall be recoverable from the Tenant in the same manner as the arrears of rent.

XVII. VISITORS AND GUESTS

- The Tenant is responsible for the actions, conduct and safety of themselves and their family and guests. The Landlord accepts no responsibility or liability except through his own negligence for any mishap, accident or injury occurring at or in the Park, howsoever caused.
- Visitors staying longer than 4 days require written approval by the Landlord and may be subject to additional rent, parking fees and/or water usage fees of \$15/day or other amounts as set by the Landlord in its discretion.

XVIII. RULE MODIFICATIONS AND NOTICES

- All posted rules, notices and speed limits are made a part of these rules and regulations and are incorporated herein by reference.
- The Landlord reserves the right to add or to modify the rules and regulations as it deems necessary for the continued maintenance of a respectable Mobile Home Park.
- Rule changes shall be delivered to the Tenant at least thirty (30) days prior to the effective date of enactment of new changes.