



Mobile Home Community Rules and Regulations
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Revised January 2018

Klondike Gateway Mobile Home Community

5304 Highway Street, Valleyview

In order to ensure the safe and enjoyable residency of our tenants, the following Rules and Regulations have been established.

The owners of (the 'Community'), Klondike Gateway MHC, reserve the right to modify and amend the following Rules and Regulations as they deem fit.

DEFINITIONS

Community Owner – means GGC Management Corp. (the owner) and landlord of the Community or agent thereof.

Tenant – owner of the mobile home, anyone who has signed a tenancy agreement and any of their subtenants, agents, officers, invitees, licensees and any other person for whom they are legally responsible.

TENANT INFORMATION

MHP: Lot #: _____

Tenant(s): _____

Possession Date: (___/___/____)

Monthly Pad Fee: _____

Phone Number: _____

Cell: _____

Renter (if applicable): _____

NOTE: All Rules and Regulations are equally applicable to renters when the owner of the mobile does not live in the mobile.

RULES & REGULATIONS

1. All tenants shall be offered this form prior to occupancy.
 - A) Tenants currently residing in the Community without a tenancy agreement in place will be required to complete and sign an agreement on or before 04 March 2018
 - B) Failure to obtain a completed tenancy agreement will be grounds for eviction.

Residents

2. Any mobile home in the Community shall not be sublet without the written approval of the

Community Owner. In the event that a sublease is permitted, the mobile home may only be rented to one family and/or individual. Before they can take possession of the mobile home, the prospective renters must be approved by the Community Owner in writing. If a mobile is approved to be sublet, the owner of the mobile is still responsible to pay the monthly pad rental along with any other fees.

3. All renters in the Community must be given a Residential Tenancy Agreement prior to sub-leasing the home. This agreement MUST be completed and given back to GGC Management Corp. prior to the Tenant moving in. It is the responsibility of the owner to inform the prospective Tenant to contact GGC Management Corp. to set up an appointment accordingly.

Sale of Mobile Home

4. Any mobile home owner who decides to sell their home must first provide the Community Owner with written notification of their intention to sell.

i) Community residents are permitted to sell their home or transfer title thereto, and are permitted to display a 'For Sale' sign that is no larger than 2 feet x 2 feet. No other sign may be displayed on the property. The message on the sign shall be limited to 'For Sale' 'By Owner' or contain the name and telephone number of the Real Estate Broker. No other messages shall be permitted. The sign may not contain wording relating to the purchase price and it must adhere to the rules of the Real Estate Commission.

ii) Any person making a purchase offer must complete an Application for Tenancy and be approved by GGC Management Corp. prior to the sale of the mobile home. The purchaser or new owner of the mobile home must qualify as a Tenant under Community Rules and Regulations.

iii) If the mobile home is to remain on the pad, the Community owner must first approve the prospective buyer and review the Rules and Regulations with the new Tenant. If this procedure is not followed, the mobile home must be removed from the Community when sold and the mobile owner must clear the lot of all debris at their expense by the final day stated on the lease agreement. No person shall have an ownership interest in more than two (2) units in the Community without approval from Community owner. For the purpose of this rule, the spouse of a homeowner shall also be considered the homeowner.

5. Prior to the closing sale of your home GGC Management Corp. must be contacted in order to conduct an inspection of your lot and home to ensure it meets the standards of the Community. The sale of the home is dependent upon approval of the new tenant and the condition of the lot. It is the sole responsibility of the mobile owner(s) to abide by the rules and regulations and maintain the property.

i) Skirting has been upgraded to vinyl, tin, or aluminum soffit or it will be required within three (3) months of a sale;

ii) Lot is free and clear of unnecessary debris, garbage, leaves, and yard clippings;

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- iii) Leaves are cleaned off of the roof (fire hazard);
- iv) Fence is within property restrictions and is not encroaching on neighboring lots;
- v) All stairs and additions leading to your home must have proper hand rails installed.

6. Property lines vary from lot to lot. Please contact Community Owner to discuss prior to the purchase or sale of the mobile home if it is unclear. Each lot is rented as is where is, and any changes are to be approved by Community Owner/GGC Management Corp. Representative.

Landscaping, Fencing & Retaining Walls

7. Each Tenant is responsible for supplying all labour and materials for work done on their lots.

8. All major landscaping projects are to be approved in writing by Community Owner before commencing any work. Additionally, all projects undertaken will be given a timeline for completion by Community Owner. Failure to comply with project completion timelines will result in a fine of \$50/week, issued by the Community.

9. Fencing your lot is permitted only with Community written approval. All fencing must be wood or vinyl, no higher than five (5) feet and must not exceed the front of the mobile home. Tenants shall obtain the approval of the Community Owner prior to erecting or replacing any fence. Community Owner will plot out where the fence is to be built if there is not already one in place. Repairs and proper upkeep of the condition of your fence is also the responsibility of the Tenant.

Notice of Eviction

10. The Community owner may evict a Tenant for any of the following:

- i) Non-payment of rent;
- ii) Conviction of a federal or provincial law or local ordinance, which violation may be deemed by the Community Owner to be detrimental to the health, safety or welfare of other residents of the Community;
- iii) Violation of any Community Rule or Regulation, or the Rental Agreement;
- iv) A change in the zoning or use of land comprising the Community, or any portion thereof;
- v) Failure of the purchaser of a mobile home situated in the Community to be qualified and obtain the approval to become a Tenant of the Community, such approval being required by the Rules and Regulations herein.

11. Any act which endangers the life, health, safety, property or quiet enjoyment of the Community or its occupants is in violation of these Rules and Regulations, and shall be grounds for eviction.

12. Failure to comply with the provisions of the Mobile Home Rules and Regulations shall be grounds for eviction.

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Landlord Access

13. The Community Owner shall have the right but not obligation to access any Tenant's mobile home in the event of an emergency or to prevent imminent danger to the occupant or the mobile home.

i) The Community Owner shall have the right but not obligation of entry onto the lot at any and all reasonable times for the purposes of repair and replacement of utilities, the removal of trees, as necessary and any other maintenance or management tasks.

14. The rights of the Community Owner and failure of the Community Owner to exercise any such right shall not operate to forfeit any other rights of the Community Owner.

15. No waiver by the Community Owner of any Rule or Regulation shall be deemed to constitute or imply a further waiver of that or any other Rule or Regulation.

Pets

16. All dogs are welcome in our community, but, must have community approval to reside in the Community.

i) Community Owner MUST first meet and approve your dog before entering into the community.

ii) You must complete our dog application form. *No vicious or dangerous dogs allowed in the Community.

iii) All dogs MUST have a dog license issued from Town of Valleyview and submitted to Community Owner upon approval.

iv) Owners are responsible for license renewal on an annual basis (January 4th) and must submit the new dog license to the Community Owner. If your dog is NOT licensed, the owner will be reported to Town of Valleyview.

v) Each Tenant is allowed two (2) dogs per household, effective April 1, 2018.

vi) Dogs must be kept under control at all times and barking must be kept to a minimum. The pet shall only be allowed on the Tenant's property or in the designated pet areas within the Community. The Tenant shall accept full responsibility for any and all damages to the Lot and the Community which are caused by the pet or by keeping the pet on the premises.

vii) The Tenant shall keep their Lot and any and all of the Community Owner's property free of pet droppings and shall remove and adequately dispose of all pet droppings in such a manner as to keep the premises in a clean and healthy state.

viii) No dogs shall be left unattended for more than twelve hours. We have zero tolerance for animal negligence and cruelty.

ix) The Tenant understands that the Landlord, at its sole discretion, reserves the right to pursue prosecution any Tenant whose animal may have caused injury or death to any other Tenant, visitor or GGC Management Corp. employee within the Community.

*Vicious and dangerous dogs are considered to be dogs that have a tendency to attack without being provoked, or otherwise endanger people or other domestic animals. Management has the right, at their sole discretion, to deem any dog in the Community as unsafe. This ordinance has no connection to breed.

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Pad Rental & Fees

17. All rent and maintenance fees are due and payable monthly. Please make sure all cheques are clearly marked with your name and lot number to ensure credit of your payment.

- i) All cheques are to be made payable to **GGC Management Corp.** All such payments shall be made by the fourth (4th) day of each month. A twenty-five dollar (\$25.00) administrative fee per week shall be assessed if the amounts due are not paid within three (3) business days of the due date. The fee will be levied on the first day following the grace period.
- ii) A twenty-five dollar (\$25.00) administrative fee will be charged to the Tenant if a cheque is returned for any reason.
- iii) Rental fees and maintenance fees may be subject to change in accordance with the residential tenancy guidelines.

18. Payment of fees, charges and other assessments shall be made:

- i) directly by the tenant at an ATB Branch
- ii) by e-transfer to rent@klondikegateway.ca
- ii) In person at the location set out by the Owner.
Community Office Number: (403) 671-4712.

19. All charges and financial obligations must be paid at the Community office before a mobile home can be sold or removed from the Community.

Speed Limit

20. The speed limit in the Community is 15 km/hr for all vehicles. Pedestrians have the right of way. All vehicles and bicycles in the Community must follow the Alberta Department of Motor Vehicle's rules.

Decorations

21. Any external decorations placed on the mobile home must not interfere with other Tenants' right to peaceful enjoyment of the Community. Seasonal decorations (Easter, Halloween, Christmas etc.) must be taken down within 3 weeks of the holiday, including Christmas lights.

Care and Use of Premises

22. All lawns must be seeded or sodded. Tenants are responsible for ensuring that their lot is free of weeds and pest infestation. Weeds must be kept under control. All trees must be trimmed to prevent branches from infringing on other lots or causing any obstructions in the Community. Tenants must receive Community approval prior to planting or removing any trees or shrubs on the property. Tenants are solely responsible for the upkeep of the lot including any
and all trees etc. on that lot.

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23. Tenants are responsible for the overall appearance of the mobile home site. All mobile numbers must be visible from the road. The premises shall also be kept in an orderly, neat and clean condition and shall be free of litter and clutter. The mobile and driveway should be washed and painted as necessary. All paint colors must be approved by the Community Owner.

24. Tenants are required to keep their lot and driveway free of debris. Boxes and equipment are not to be stored on the outside of the mobile home or the utility room.

25. Tenants may have cable television as no antennas are permitted in the Community. Satellite dishes shall be permitted in accordance with the Town Land Use Bylaw.

26. Clotheslines must be the folding umbrella type or the reel type attached to the mobile with a removable pole. Clotheslines must be placed at the rear of the mobile and must be taken down and stored daily.

27. Any outside additions or renovations must be approved by the Community Owner and Town of Valleyview. This includes, but is not limited to: room additions, utility rooms or extensions, carport extensions, cement work, or any other major electrical or plumbing work. A sketch of the proposed improvements must be filed and approved by the Community Owner prior to the commencement of any work.

28. Tenant cooperation in keeping the common areas clean and serviceable is required.

29. Tenants are not permitted to perform mechanical maintenance to vehicles, recreational vehicles or boats within the Community.

30. Tenants who will be away from their mobile home for more than two (2) weeks shall make arrangements for another person to watch over their mobile home and perform any of the necessary maintenance (e.g. lawn mowing and weeding) while the Tenant is away. If such maintenance is not performed while the Tenant is away, the Community Owner reserves the right to have such maintenance done and to bill the tenant for such work.

31. Tenants shall water their lawn in accordance with any applicable water usage guidelines and regulations. As a general rule, watering should only take place between 5pm and 11am.

32. Any and all peddling and soliciting, commercial or otherwise is prohibited.

34. The Community owner shall not be held liable for any accident or injury to any person or property through the use of the Community and its recreational facilities by residents or their guests.

35. Tenants must conduct themselves in a manner that does not reasonably disturb neighbors or constitute a breach of peace. Tenants shall be responsible for any actions of any person on

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the premises with their consent.

Backyard Inspections

36. These inspections will be conducted on an annual basis in order to ensure proper care and upkeep of each property. Maintenance expectations include but are not limited to:

- i) Lawn and garden areas are well maintained, free of weeds, leaves and clutter;
- ii) No gazebos or other free standing structures are permitted without prior consent by authorized GGC Management Corp. personnel;
- iii) No storage of recreational vehicles, trailers, boats, personal watercraft, or unlicensed vehicles;
- iv) Fencing is within property boundaries and is in good condition.

Quiet Enjoyment of the Community

37. Tenants and their guests shall refrain from creating excess noise which would interfere with other Tenants' right to quiet enjoyment of the Community. No loud noise shall be permitted between hours in accordance to the Town bylaw.

Parking

38. No vehicles shall be parked on the streets in the Community. Only two (2) cars may park on any driveway. Temporary guests may park in front of the Tenant's property if there is no more space in the Tenant's driveway. Any guests requiring overnight or extended parking must park in designated areas of the Community only. No vehicles over 1 ton shall be permitted in the community unless otherwise authorized by the Community owner.

39. No unlicensed vehicles are permitted in the Community. All vehicles MUST be insured to drive on the roads. Only two (2) vehicles are permitted per lot. Storage of recreational vehicles including, but not limited to the following are not permitted to be stored in the Community: trailers, campers, tent trailers, utility trailers, motor homes, boats, and golf carts. We allow a two night maximum for loading and unloading in preparation for camping, boating etc.

Loss and Damage

40. The Community Owner shall not be responsible for any loss or damage caused by accident, fire, theft or any other cause. The Community Owner shall not be liable for any accident or injury to any person or property through such person's use of the Community. Tenants and their guests use the Community facilities at their own risk and assume liability for any physical damage or personal injury incurred as a result of such use. In the event of fire or other damage or destruction of the property, the Tenant shall be responsible for removing all debris from his property and or replacing the damaged property within thirty (30) days. During such time, the Tenant shall still be responsible for paying all rent and other charges.

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Insurance Coverage

41. The Tenant acknowledges and understands that the Community Owner's fire, hazard, and liability insurance coverage for injury or damage to persons or property, both real and personal, does not extend to or on behalf of the Tenant. Therefore, GGC Management Corp. requires that, at minimum, Tenants obtain proof of liability insurance coverage to protect themselves against such risk. Additionally, to prevent an unreported lapse in coverage, the Tenant's insurance policy must name GGC Management Corp. as an additional insured.

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