



Park Rules and Regulations
Official 2016

1. Any additions or external alterations to a home must have prior management approval in writing. A request for alteration of the exterior of a home must be delivered in writing to the Management Company 15 days before the planned commencement of approved alterations.
2. The following are not permitted: Individual TV antennae, radio antennas, outdoor clotheslines, and roof mounted air conditioners.
3. Mini Satellite Dishes (Bell ExpressVu, TelusTV or Starchoice etc) are acceptable if mounted out of view of the road way and on the backside portion of a home's roof. No Satellites may be installed on the street side of any building.
4. Home sites must be kept clean and tidy. Garbage and Recycle Bins used to store garbage must not be visible from the street.
5. A garden shed or shop may be installed on the back yard side of the property, but must be a new stick built garden shed with a matching color scheme and quality of the home on the property. The shed may not exceed 10 feet in height, including the top of the roof pitch. The garden shed may also be vinyl or composite material garden shed as long as the colors are earth toned or complimentary to the color scheme of the development. All sheds must be approved by the Landlord. All electrical services, sub panels and lights must be approved by the BC Safety Authority in writing upon completion.
6. All trees on the properties must be trimmed shorter than 7 feet. Coniferous trees are recommended for planting on the lots to match the landscaping scheme. No fruit bearing trees, cedar trees or bushes are allowed in the development.

Initials: _____, _____, _____, _____

7. The tenant is responsible for the maintenance of the gravel, lawn, irrigation and shrubbery on the property. The landlord reserves the right to remove planted property at their discretion, or if planted property is damaging neighboring properties.

8. All Gallagher Lake Village Park, common park property areas, are used at resident's own risk. GLVP does not assume any responsibility over any damage or injury to an individual or property.

9. All Park Common Property, if used by a tenant, must be returned to the condition it was found in. This is not limited to the clubhouse, playground, electrical and gas services, walking paths, roadways and natural watercourses adjacent to the property.

10. Resident's assume the responsibility for any loss, damage, injury or loss by accident, theft, fire or natural disaster to him/herself and or to his guests on park property and facilities. The resident acknowledges that the management/owners of the park are not responsible for accident of injury resulting from the use of common spaces and facilities and that no supervision is provided by management at any time.

11. Vehicle Speed within the park may not exceed 20 km/h and will be strictly enforced. Any visitors, trades-persons etc. that exceed this speed limit may be not permitted to enter the park by vehicle at management's discretion.

12. No vehicles are permitted to be parked on the roadways except on a temporary basis, at any time. Short term visitors, not exceeding 5 days, may use the street in front of a resident's home as long as their vehicle is a non-habitable, and car or truck does not have a camper. Motorhomes/campers are strictly prohibited from parking out on the street unless prior approval from management has been obtained. The use of the street for extra parking by a resident is prohibited. Recreational Vehicles, Campers or Motor homes are not to be parked in the street in front of a resident's home unless the resident is loading or unloading the camping vehicle. A reasonable time frame for a resident's camper to be parked in front of their home for this purpose is 48 hours, which may be extended by obtaining permission from management. Contact Management for the correct location near the RV parking area where visitors with campers may park on the property.

13. Overnight occupancy of RV's, Campers or Motor homes is not permitted in the park unless permission has been granted from the Landlord or Management. This includes any trailer or motorized vehicle equipped with sleeping facilities. Offending units may be towed to a compound at the RV or tenant's cost.

14. All ATV's, Scooters, Golf carts and Boats are only to be stored inside the tenant's garage or in the recreational vehicle storage area. ATV's, Boats and Jetskis must be on an insured trailer if parked in the RV parking area. ATV's, boats and Golfcarts may not be stored in the back or side yards of the property unless management approval has been obtained.

Initials: _____, _____, _____, _____

15. No resident may have a Sea-Can or Shipping container stored or placed in their yard space.
16. The use of park facilities is restricted to bonafide residents, their families and temporary visitors. All RV's and or items being stored in the RV parking area must be owned/registered to a resident who has secured a site through the park manager. All RV's, Recreational Vehicles and Boats must be insured if stored on the property. Proof of insurance must be provided within 48 hours of a request from Park Management when securing an RV site. RV site rental fees must be paid on or before January 1st annually in one lump sum rate of \$420.00 per site/per year, added on to post dated rent checks, or through approved direct deposit.
17. Motorcycles are permitted in the park. Motorcycles, ATV's, scooters, modified vehicles and snowmobiles, however, must not be 'revved' on the property which may create a sound nuisance to others. Motorcycles, ATV's, Scooters and Snowmobiles may only be operated between the hours of 8:00am and 10pm. daily. During the summer months of June, July and August, residents may operate Motorcycles and scooters between the hours of 7:00am and 10pm daily. Equipment operated on the roadways of the property must be insured with liability and collision insurance and management assumes no liability or responsibility of licensed or unlicensed vehicles.
18. Residents are to use Dumpsters provided by the Landlord to dispose of their garbage and Recycling. Garbage may not be thrown into the recycling bin. The signs on the garbage and recycling dumpster's state what can and cannot be thrown in each dumpster.
19. Clogged Sewer lines will be cleaned out and maintained by Management at the tenant's expense unless the clog is a result of a Sewer main located on the common park area.
20. All exterior waterlines must be winterized from November 1st to March 31st.
21. Residents must follow water restriction schedules provided to them by the Park Manager. This may be result in alternate or 'even/odd' watering schedules. Water conservation in a desert landscape is paramount.
22. Snow removal on the resident's driveway pad site is the responsibility of the Resident. The resident must not scoop and pile snow onto the common park roadway.
23. Vacationing Residents must notify Park Management to confirm they have made adequate arrangements for yard and home maintenance during their extended absence (longer than 21 days). Failing proper notification, management may make necessary arrangement at the resident's cost to maintain the landscape of the resident's property.

Initials: _____, _____, _____, _____

24. Pad Rental is limited to occupancy by a single family. Renting of homes is strictly prohibited.
25. Guests intending to stay at the park as a visitor for longer than 14 days must register with Gallagher Lake Village Park management.
26. Management reserves the right to immediately terminate a lease agreement and evict all occupants of any home suspected of manufacturing any illegal drugs not limited to the production of marijuana, or methamphetamine on park property.
27. Management reserves the right to eject from the park, without notice, any party or person who is, in management's judgment, causing excessive nuisance or excessive disturbance to other residents of the park.
28. The tenant must keep and observe all local, provincial and federal health, fire and police regulations.
29. No combustible material or flammable liquids shall be kept on the premises except if kept in small quantities and in containers approved for this purpose.
30. Any inoperable, derelict, abandoned or uninsured vehicle will be towed off of the property at the resident's expense.
31. The homes in Gallagher Lake Village Park must only be used for residential purposes only. No commercial businesses may be operated on the property. All residents will observe and respect the current zoning in place set forth by the Regional District of the Okanagan Similkameen (RDOS) or other governing authorities.
32. The resident must insure his or her own property and personal effects. Proof of insurance on all buildings owned by the tenant must be provided to the manager within 14 days of occupancy of a building. Upon renewal of the annual policy, the resident will confirm insurance on the property.
33. Residents are expected to keep noise in the park to a responsible level at all times, especially between the hours of 10:00PM and 8:00AM.
34. Pets are permitted, if they are first approved by Gallagher Lake Village Park management. Management must approve each pet that is allowed to reside in the park with a resident. Management approval will consist of the landlord and or the landlord's agent meeting the residents and the pet(s) at the property and either approving or disapproving the pet . Management reserves the right to deny a pet from residing at the park based on management's judgment of a pet's aggressive characteristics. Management's decision is final. All

Initials: _____, _____, _____, _____

Purchase agreements for prospective owners with pets, should make their purchase agreements 'subject to obtaining management pet approval'.

35. All pets must remain on a leash at all times. No pet may be allowed outside of the lot/home of the resident, unless on a leash guided by a resident. Animals with excessive complaints will be prohibited from residing in the park.. Residents will be liable for any actions of their animal, including cleaning up after their animal and aggressive behavior. Residents with pets are responsible for preventing their animal from damaging or harming other resident's property. This includes prevention of animal discharge on other resident's yards regardless of picking up after an animal.

36. Tenants may build a fence around the perimeter of the back yard space of the lot as long as the fence is constructed of 4' high black chainlink fence, which may have black inserts and black capped post. Contact the landlord for the permission to build a fence before building. Fences that do not meet the strict criteria of the development will be removed at the sole expense of the tenant. No loud barking or growling animals will be tolerated.

37. Residents of all ages are allowed at the park. There is no age restriction. The park's amenities, however, are geared to the adult demographic.

38. Rental/Sublease/Assignment of the Manufactured Home Site without the approval of the Landlord or Management is strictly prohibited.

39. Management reserves the right to increase rental fees at the rate of the Published Consumer Price Index (CPI) plus 2% once per annum. This is a standard allowance in the BC Manufactured Home Lease/Tenancy Agreement.

40. Any soliciting at the park must first be approved by the Manager.

41. Rents are due and payable in advance on the 1st day of each month. Direct deposit is preferred, to keep administration costs to residents at a minimum.

42. Where appropriate in the regulations in this document, "resident" shall mean and include the principal resident and all members of that family residing in the park in compliance of these regulations. Reference to the male gender shall mean and include both genders, masculine includes feminine, heirs and administrators of any resident/tenant's estate, "management" shall mean Gallagher Lake Village Park , any and all of it's authorized officers and agents.

Initials: _____, _____, _____, _____

I have read and understood these regulations and attached addendum's and agree to abide by them as a part of my tenancy agreement; I am aware that failure to comply with these regulations may result in a notice to myself and all occupants in the suites to vacate the park immediately.

Resident

Resident

For Gallagher Lake Village Park Site Number # _____

*Regulations 2016

Initials: _____, _____, _____, _____



43. This addendum is incorporated into and forms part of the Manufactured Home Tenancy Agreement made between Gallagher Lake Village Park as Landlord and Residents:

Resident

Resident

As tenants, in the application and agreements dated: _____, 2016

I. RENTAL INCREASES

The Landlord and Tenant hereby agree that within the allowances of the Manufactured Home Tenancy Act, the Landlord reserves the right to increase or decrease the land rental fee, with a maximum increase once per annum, at a rate of the Consumer Price Index Inflation Rate (C.P.I %) plus 2%.

For example, in the event the C.P.I for the year, as published by the Government of Canada is 2%, the new rental rate for the home site will be (the Monthly Rental Rate, +[C.P.I + 2%]) as pertained in the Manufactured Home Tenancy Act.

Therefore, a new rate fee is established as:

(If Site Rental is \$420/month + 2% CPI plus 2% = [\$420 x 0.04] = \$16.80 *Increase*.)

New land Rental fee per annum would be \$436.80/month.

Initials: _____, _____, _____, _____



44. This addendum is incorporated into and forms part of the Manufactured Home Tenancy Agreement made between Gallagher Lake Village Park as Landlord and Resident:

Resident

Resident

As tenants, in the application and agreements dated _____, 2016

II. SITE ASSIGNMENT APPROVAL FROM LANDLORD

The Landlord and Tenant(s) hereby agree that the Tenant will supply, in writing, a 'Consent to Assign a Manufactured Home Park Tenancy' in the event a Tenant wishes to transfer their lease agreement to a new owner.

When the sublease or assignment request of a current tenant is processed, the Landlord reserves the right to increase the monthly fee to a rate based on market value rents. The new monthly rental fees will be provided, in writing, to all residents no later than 90 days before the date of the rental rate increase for assigned lease agreements or new tenancies.

Initials: _____, _____, _____, _____



45. This addendum is incorporated into and forms part of the Manufactured Home Tenancy Agreement made between Gallagher Lake Village Park as Landlord and Resident:

Resident

Resident

As tenants, in the application and agreements dated _____, 2016

III. BYLAW OR RULE AMENDMENTS OVER TIME

The Landlord and the Tenant hereby agree that in the event of an amendment of rules and bylaws from the original lease document to the time of the sub-lease or assignment application, the new tenant and or prospective buyer must accept the new park rules and bylaws that have been amended by the Gallagher Lake Village Park Resident's Home Owner's Association and or the Landlord before the assignment or sub lease approval will be accepted and approved by the Landlord.

Initials: _____, _____, _____, _____



46. This addendum is incorporated into and forms part of the Manufactured Home Tenancy Agreement made between Gallagher Lake Village Park as Landlord and Resident:

Resident

Resident

As tenants, in the application and agreements dated _____

IV. LEGAL ADVICE

As in all home sites under the mandate and laws of the Manufactured Home Park Act in British Columbia, the Landlord suggests that all original purchasers/lessees and their subsequent assignees obtain independent legal advice before entering into an unconditional contract of purchase and sale to buy a home at the Gallagher Lake Village Park in Oliver, BC.

Gallagher Lake Village Park makes no representations and warranties other than those set out in this document.

Initials: _____, _____, _____, _____



47. PET APPROVAL (IF APPLICABLE)

***This is the written document that will be signed by both the Tenant and the Landlord or the Landlord's Agent. This document will have to be completed and approved for each pet that wishes to apply to live at Gallagher Lake Village Park.

Date: _____

Pad # _____

Pet(s) Name: _____

Pet Species: _____

Pets Breed :

"34. Pets are permitted with managements approval. Management must approve each pet that is allowed to reside in the park with a resident. Management approval will consist of the landlord or the landlord's agent meeting the residents and the pet(s) at the property and either approving or disapproving the pet . Management reserves the right to deny a pet from residing at the park based on management's judgment of the pets aggressive characteristics. Management's decision is final. All purchase agreements for prospective owners with pets should make their purchase agreements 'subject to obtaining management pet approval'.

35. All pets must remain on a leash at all times. No pet may be allowed outside of the home of the resident, including the yard areas of the property unless on a leash guided by a resident. No loud barking or growling animals will be tolerated. Animals with excessive complaints will be prohibited from residing in the park based on management's discretion. Residents will be liable for any actions of their animal, including cleaning up after their animal and aggressive behavior. Residents with pets are responsible for preventing their animal from destroying or harming other resident's property. This includes prevention of animal discharge on other resident's yards regardless of picking up after an animal."

Tenants Initials

Dated

Landlords Initials

Dated

APPROVAL. The Landlord or the Landlord's Authorized Agent hereby accepts this pet to live at Gallagher Lake Village:

Date: _____

Signed: _____