

Parties to this Application for Approval of Tenancy (hereinafter referred to as "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN

Kenron Residents Association, a corporation duly incorporated under the laws of the Province of Ontario

(Hereinafter referred to as "The Owner") OF THE FIRST PART

-and-

\_\_\_\_\_ of the City of Quinte West, County of Hastings, (hereinafter referred to as "the Tenant") OF THE SECOND PART

Whereas, the Owner has subject to the terms and conditions contained herein, agreed to allow the Tenant to buy the home located in Kenron Estates on the Mobile Home Site known as \_\_\_\_\_, and join the Kenron Residents Ownership Program by entering into a prepaid Exclusive Tenancy Agreement, Resident's Co-Ownership Agreement and becoming members of the Kenron Residents Association.

Whereas, the Owner is the owner of the property described as that certain mobile home park situated on The King's Highway #2 in the City of Quinte West, County of Hastings comprising 259 acres more or less of land, and containing approximately 450 mobile home sites and all improvements on the Common Areas thereof, all as more particularly described in Schedule "A" annexed hereto (herein "Kenron Estates").

1. RULES AND REGULATIONS:

The Tenant covenants and agrees to observe and to cause his immediate family, visitors, agents and other invitees to observe the following rules and regulations:

- a) No one shall make or permit any improper noise to emanate from the Mobile Home Site, or do anything that will annoy, interfere with or, in the opinion of the Owner, constitute a nuisance to other residents of Kenron Estates or those having business with them;
- b) No signs, advertisements or notices may be posted or inscribed on any part of the Mobile Homes Site without the prior written consent of the Owner;
- c) In the event that the Tenant proposes to sub-lease or otherwise part with possession of his Mobile Home Unit while it is situated upon the Mobile Home Site,

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the Tenant agrees not to permit any signs whatsoever to be posted in or on the Mobile Home Unit or upon the Mobile Home Site or the Common Areas, unless the Tenant has first obtained the prior written approval of the Owner;

- d) All snowmobiles, dirt bikes, A.T.V.'s and unlicensed vehicles are hereby banned from using any roads or common areas of Kenron Estates unless trailered. All motor vehicles stored on the home site must bear valid license plates and current stickers. The above noted ban shall be added to the existing rules applying to all leases, be they month to month or Resident Ownership, and the Owner is hereby given full authority to enforce the ban with any and all remedies available under the law. No parking of any commercial/highway vehicle with a gross weight of one ton or more is allowed within Kenron Estates;
- e) No vehicle shall be parked overnight on any of the Common Areas without permission from the office. All passenger vehicles shall be parked on the Mobile Home Site in a properly defined driveway. No street parking is allowed. Offending vehicles may be subject to being towed. Licensed trailers or motor homes will be allowed on the Mobile Home Site. The licensed trailers include recreational trailers, boat and utility trailers. The B Class motor home (van) can be classified as a passenger vehicle or recreational vehicle depending on its daily use. When parking, the front of the Motor home and/or the hitch of the trailer must be kept back five feet from the front of the Mobile home. Residents who have their own RV, travel trailer, 5<sup>th</sup> wheel or motorhome stored on their mobile home site, may use them for accommodation for up to seven nights, with permission from the Office. Visitors to the community with RV units, including travel trailers, 5<sup>th</sup> wheels & motorhomes are allowed on the home sites with permission for up to seven nights and may be used as accommodation, only if they comply with the current rules and regulations for setbacks. Permission means that residents must register their guests and vehicle(s) at the office Monday to Friday between 8 am and 4pm;
- f) The Tenant shall not engage in any major repair to any vehicle in Kenron Estates except in such place or places as may be designated for this purpose by The Owner;
- g) The Tenant agrees to obey all traffic signs that are posted in Kenron Estates;
- h) Except with the prior written approval of The Owner, the Tenant shall not, either personally or in co-operation with any other person, business or charity, engage in peddling, soliciting or any commercial enterprise in or about the Mobile Home Site or any other portion of Kenron Estates except for home based businesses operating within the unit. There will be no outside storage for these businesses;
- i) All pets must be leashed when off the home site at all times and are only permitted on the roads and common areas so as not to interfere with the rights or enjoyment

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of other residents of their Mobile Home Sites. Any Resident/Tenant keeping a pet shall be responsible for all damage, loss or injury howsoever caused. The Tenant shall not keep any pet in Kenron Estates that is in the sole opinion of The Owner, unduly noisy or a nuisance to the privacy, cleanliness, or well being of Kenron Estates and its residents. Poop and scoop must be scrupulously obeyed

- j) Satellite dishes or round antennas no more than twenty-four inches in diameter shall be affixed no higher than 24" above the peak of the roof of the mobile home. The satellite dish must be situated in an inconspicuous place so as not to deter from the attractiveness of the park;
- k) All of the Tenant's garbage must be placed in properly fastened plastic bags and shall be set out for collection at the edge of the Mobile Home Site on duly appointed collection days only, and at all other times the Tenant's garbage shall be stored in such place on the Mobile Home Site and in metal or plastic garbage cans approved by the Owner;
- l) The Tenant may install an umbrella or string style clothesline on the mobile home site subject to the following guidelines: the clothesline cannot be located in a front yard and must be located a minimum of five feet back from the front of the unit. Where the site is located on a corner lot, the front yard rule and setback applies to both the front and side yards facing the streets. Prior to the installation of the clothesline, the tenant must submit an Alteration Request Form to the office and receive written approval by management. The Alteration Request Form must provide the location and direction of the clothesline on the site;
- m) All fences or hedges installed by the Tenant on a Mobile Home Site must receive prior written approval of the Owner and these cannot extend past the front of the mobile home unit in any direction or be higher than six feet. All fences and hedges must allow for a minimum four-foot opening or gateway for service access to the mobile home site. Upon receiving written approval of the Owner (KRA), landscape features including but not limited to trees, shrubs, flower beds, planters or displays may be placed curbside, but must remain a minimum of 5 feet back from the curb. Sidewalks and walkways will be permitted within the five-foot set back provided they are at ground level;
- n) No buildings, accessory structures or temporary portable storage units including soft sided garages of any kind shall be constructed, erected or relocated on the Mobile Home Site without prior written approval by the owner. All detached, accessory structures or temporary portable storage units including soft sided garages must comply with the local Municipal Zoning Bylaws as well as the rules outlined in Schedule "A" attached. The entire exterior of all homes and detached permanent accessory structures including sheds and garages must be clad in vinyl, aluminum,

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painted steel or long-lasting durable surfaces requiring little to no maintenance. No wood or aspenite products requiring painting are acceptable. When a resident receives written approval for any and all changes, improvements, adjustments or additions to their property, this approval will be valid for a period of 120 days, beginning the date on the approval notice. After 120 days, the approval received would be deemed VOID. The resident would be required to resubmit the application for approval again. Should, under extenuating circumstances, the project undertaken, not be completed within this time frame, the Resident would be required to request from the Board a "Completion Extension" which must include an estimated completion date. In the event the Board grants the extension, the work must be completed within the extended time frame or penalty will be levied, at the Board's discretion. In the event the extension is not granted, the Resident and the Board must agree on an appropriate alternate course of action and an agreed upon time frame, however the Board is the final arbiter in all disputes.

- o) Mobile Home Site lawns shall be kept well trimmed and maintained to a standard which is, in the opinion of the Owner, commensurate with the maintenance of Kenron Estates as a first-class residential community. No person shall deposit grass cuttings or snow onto streets. Failure to adhere will result in the maintenance staff removing the material at the homeowner's expense;
- p) The Mobile Home Unit shall be kept well maintained to a standard which is, in the opinion of the Owner, commensurate with the maintenance of Kenron Estates as a first-class residential community;
- q) The sanitary, storm or other disposal systems or water facilities shall not be used by the Tenant for purposes other than those for which they are constructed, and no sweeping, garbage, rubbish, rags, ashes or other substances shall be introduced therein. Any damage resulting to such systems from the misuse thereof by the Tenant shall be borne by the Tenant. There will be no lawn watering using in-ground watering systems, moveable sprinklers, soaker hoses and drip hoses or any other devise that does not require attendance at all times. Hand watering is acceptable. All other outside use of water shall be kept to a minimum with someone in attendance at all times to control the amount of water used. If a resident has laid seed or sod, they may use a sprinkler provided they follow the following rules: the homeowner must notify the office, watering must be performed Monday to Friday from 9am-5pm, you may water once daily, for a one hour period, and you may only water until the seed/sod has taken. All swimming pool and hot tub owners will pay an annual administration fee to the Association of \$25. In addition, each homeowner will be charged annually for one complete filling based on the total volume of water their pool or hot tub holds multiplied by the current municipal water rate paid by the KRA. This fee to be waived if the homeowner provides the Association with an invoice for water purchased and delivered by a bulk water haulage company. All homeowners

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must also install a backflow prevention device on the water outlet valve supplying water to their pool or hot tub;

- r) No person shall do, or permit anything to be done on the Mobile Home Site, in the Mobile Home Unit or in Kenron Estates or cause any circumstances to occur which will in any way increase the risk of fire or the rate of fire insurance premiums payable on any other mobile home unit, building or on property kept therein. The Tenant shall at all times observe all applicable laws and regulations relating to fire as well as the provisions of any insurance policy on the Common Areas or the Mobile Home Site;
- s) Notwithstanding any other covenant or agreement contained herein, the Tenant shall obey, observe and comply with all federal, provincial, municipal or governmental laws, statutes, regulations, by-laws, ordinances and rules of any nature and kind whatsoever relating to the use and occupation of the Mobile Home Unit and the Mobile Home Site;
- t) The Tenant agrees to abide by the by-laws, rules and regulations relating to Kenron Estates which may from time to time be passed by the Owner. Any failure or refusal by the Tenant to abide by such by-laws, rules and regulations shall constitute a default hereunder;
- u) The Kenron Residents Association contracts a Property Management Company to manage and maintain Kenron Estates. The Property Management Company is required to uphold our Rules and Regulations. If a resident is in dispute with any ruling the Property Management Company has offered, the resident may write to the Board of the Kenron Residents Association. The resident must give details to support his/her side of the dispute. The Board will contact the resident as to when he/she can appear at the next scheduled meeting, or a special meeting called to hear the dispute. The timing of this meeting will allow the Board time to review the complaint and enough time to physically visit the site if required. The final decision of the Board will be binding;
- v) The Kenron Residents Association hereby bans all large & small aggressive breed dogs from Kenron Estates. These breeds include, but are not limited to rotweillers, German shepherds, Pit Bulls, Dobermans, etc. This ban is to take affect immediately. All aggressive breed dogs currently in the park shall be grandfathered. No breeding of the above noted breeds shall be allowed. For the purpose of the above referenced bylaw, a service dog must be a specially trained animal which assists an individual with a disability. If it is not readily apparent that the animal is a guide or service dog, then the Ontario regulations state a letter may be required. The letter must be from a regulated medical professional verifying that the animal is required for reasons relating to the individual's disabilities. The actions of the guide or

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service animal are the responsibility of the Owner. The Owner shall ensure that the service animal wears a vest displaying "Service Dog" when off the Owner's property;

- w) No new swimming pools will be allowed in Kenron Estates. All current pool owners may keep their existing pool, however, at the time of either the sale of the home or the life expectancy of the pool has expired, the pool must be removed at the owner's expense. Current pool owners must register with the office and must meet the previously rescinded City of Quinte West By-Law's. Wading pools approved by the Owner will be permitted provided that 1) an adult must be present during use 2) pool must be emptied when not in use 3) homeowner must have insurance coverage;
- x) Home Owners with oil heating systems shall obtain and continuously maintain insurance which contains a "fuel leakage peril" in an amount satisfactory to cover the cleanup costs of any spill and/or environmental contamination from their oil system. On an annual basis at the time of renewal, the homeowner shall produce a Certificate of Insurance, together with the Insurance Company contact information' consent to disclose policy particulars, and naming the Kenron Residents Association as an additional insured. This material must be supplied to the Association complete with a direction to the insurer that any cancellation, suspension or other material change in the policy affecting the oil heating system coverage shall result in formal notification to the Association. A containment tray shall be placed under the tank to help collect any discharge of oil to the environment and the containment shall be kept free of rain, snow or other obstructions. The oil tank and supply lines shall be inspected by a certified oil burner technician at least once annually and, upon demand by the Manager, the home owner shall produce a certificate of the most recent inspection. Failure to comply fully with this bylaw may result in proceedings by the Association to terminate any land lease under section s160. (2) of the Residential Tenancies Act whereby a tenant interferes with the Associations lawful interest in the property. Homeowner's must install a containment tray within 60 days of the approval of this bylaw, which is December 29, 2015;
- y) All homeowners currently using oil heating systems can retain their system as long as they follow all the requirements of the oil heating insurance bylaw referenced above. When their current oil heating system fails and requires replacement or the home is being sold, they must convert the heating system to an alternate heat source approved by the Association such as natural gas, propane or electricity. In addition, all the old heating equipment including the furnace, oil lines and tank must be removed from the property at the time of conversion.
- z) Home Roofing: Except where the slope of a roof structure over a deck or addition requires the use of a specialized waterproof membrane, all homes within Kenron Estates must have peaked roofs and be clad in either asphalt shingles or painted

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steel of a consistent colour and texture to a maximum pitch of not more than 5/12. All current homes with non-compliant roofs will be exempt from the by-law until such time as the home is sold and the new peaked roof must be installed within six months of purchase date.

In the event that the Tenant does nor permits to be done any of the aforesaid acts which are prohibited, or fails to do or permit to be done any of the aforesaid acts which are required to be done, the Owner may take or cause to be taken, any action or actions necessary to remedy such condition, and the Tenant shall indemnify the Owner in respect of all costs incurred by the Owner in connection with the taking of such action.

The Owner hereby reserves the right to enter upon the Mobile Home Site and to inspect the Mobile Home Unit at reasonable times on reasonable notice and for any purpose whatsoever and the Owner may extend this right of entry or inspection to any person, corporation, agent, servant or employee whose entry or inspection may in the opinion of the Owner, be reasonably required to carry out any of the foregoing.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED AND DELIVERED

In the presence of

(Witness)	(Kenron Residents Association)	Dated
(Witness)	(Tenant)	Dated
(Witness)	(Tenant)	Dated

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## Schedule A

DETACHED ACCESSORY STRUCTURES AND PORTABLE STORAGE UNITS

- a. All detached, accessory structures or temporary portable storage units including soft side garages must comply with "Part C, section 7" of the Sidney Township Zoning Bylaws as established by the Municipality of Quinte West.
- b. The total lot coverage of all accessory structures is cumulative, and shall not exceed fifteen (15) percent.
- c. Detached or accessory structures are any structures that have been added to the site and did not form part of the original residential unit
- d. The lot coverage calculation shall include such structures as, but not limited to the following:

Detached private garage or workshop  
 Soft sided garages  
 Temporary portable storage units  
 Metal, frame and vinyl sheds  
 Decks, (at or above grade)  
 Patios  
 Steps and landings  
 Gazebos

- e. All soft sided portable garages must be erected in a clearly defined driveway
- f. All soft sided portable garages may only be erected for a maximum period of 6 months
- g. At the end of the 6-month period the entire structure must be dismantled and removed from its temporary location
- h. The Owner reserves the right to limit the number of these temporary portable storage units and soft sided garages on the residential lots
- i. The total number of detached, accessory storage structures permitted on each mobile site shall not exceed two (2). This includes lawn & garden sheds, outbuildings & garages. Any additional structures must be removed from the mobile home site at the tenant's expense prior to the mobile home site being assigned to a new resident.

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