



## Neighborhood Rules & Regulations

The Vision for Barnard's Village is a quality built and very nice neighborhood to call home. To provide homes with minimal maintenance and with smaller yards; so one can spend more time enjoying the Okanagan lifestyle with friends and family. Promote a sense of community, where neighbors become friends. With that in mind, the purpose of the following items is to protect the quality of life of residents and the value of the neighborhood, promote civic responsibility and to encourage good relationships between neighbours.

1. Any additions or alterations to homes and landscaping must have prior manager's approval in writing. A request for alteration of the exterior of a home must be delivered in writing to the manager 30 days before the planned commencement of approved alterations.
2. The following are not permitted: TV or radio antennas, outdoor clotheslines, roof mounted air conditioners or satellite dishes. Mini satellites may be accepted if mounted out of view. Residents must get written approval from management prior to installing.
3. Yards and driveways must be kept clean, free of debris and well maintained at all times. Garbage and recycling bins must be stored inside or out of view except on collection days. No Sea-Can or shipping containers allowed on site, except for moving with time limited.
4. The Resident will be responsible for payment of the following utilities separately metered or assessed to each home: electricity, cable TV or Satellite, telephone, internet, natural gas, water, sewer, garbage & recycling collection. Property taxes on the home.
5. The following utilities and services will be paid by the property owner/management: water and electricity for the common area landscaping. Common area landscaping maintenance, neighborhood road snow removal and maintenance, land property taxes.
6. Garden shed may be installed in the back yard, but must be a new stick or prefab built garden shed with matching color siding and quality of the home on the property. Shed may not exceed 10 feet in height to the top of the roof pitch. The design and location must be approved by the manager prior to construction. City setbacks & rules may apply.

7. All trees & shrubs/plants on home lots must be trimmed shorter than 10 feet. There shall be no removal or addition of vegetation or planting of hedges without the prior written approval of management. Please obtain a complete approved planting list.
8. The Resident is responsible for the maintenance of the lawn, irrigation and shrubbery on their lot. The manager reserves the right to remove or repair said property at their discretion, at the resident's expense, if the property is damaging neighboring properties or not on the approved planting list.
9. Residents assume the responsibility of any loss, damage, injury or loss by accident, theft, fire or natural disaster to him/her and/or to their guests on neighborhood property. The resident(s) acknowledges that the management/owners and their agents are not responsible for accident or injury resulting from the use of common areas and that no supervision is provided by management at any time.
10. There shall be no incinerators, outside burning or open fires anywhere on the Property.
11. Vehicle speed within the neighborhood may not exceed 20 km and will be strictly enforced.
12. No vehicles are permitted to be parked on the neighborhood roads at any time. The use of the street for extra parking by a resident is prohibited. Recreational vehicles or commercial vehicles are not to be parked in the street unless the resident is loading or unloading the vehicle. Subject to emergency vehicle access rules, a reasonable time frame for a resident's vehicle to be parked in front of the home for this purpose may be extended to a maximum of 48 hours by obtaining permission from the manager.
13. All ATV's, scooters, golf carts and boats are only to be stored inside the Resident's garage or in the recreational vehicle storage area. ATV's, boats and jet skis must be on an insured trailer if parked in the RV parking area. ATV's, boats and golf carts may not be stored in the back or side yards of the property unless management approval has been obtained.
14. All RV's and other items being stored in the RV parking area must be owned/registered to a resident who has secured a site through the manager. All RV's and other items must be insured if stored on the property. Proof of insurance must be provided within 48 hours of a request from the manager when securing an RV site.

15. All vehicles or equipment operated on roadways of the property must be insured with liability and collision insurance and the manager and owners assumes no liability or responsibility of licensed or unlicensed vehicles.
16. Snow removal on the Resident's driveway is the responsibility of the Resident. The Resident must not pile snow onto the common roadway.
17. Failing to adhere to proper notification and if a resident's property is left unattended and not properly maintained, the manager may make necessary arrangement, at the resident's cost, to maintain the landscape of the resident's property.
18. Homes are limited to occupancy by a single family & management may restrict the number of permanent occupants to 4 per home. Renting of homes is restricted to a maximum of 8 homes (10%) on the discretion of management. Residents must apply to management and be approved to rent their homes. Extreme hardship situation will be considered by management and renting of the home for a limited period, may be approved.
19. The manager reserves the right to immediately terminate a lease agreement and evict all occupants of any home suspected of manufacturing/distributing any illegal drugs on the development property.
20. The Resident must keep and observe all local, provincial and federal health, fire and police regulations. City of Vernon noise bylaws apply in the neighborhood.
21. 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. No contaminants or noxious, dangerous or toxic substances shall not be brought or stored on the home sites or any part of the neighborhood. Tenants are fully liable if in breach of this clause.
22. Any inoperable, derelict, abandoned or uninsured vehicle will be towed off the property at the Resident's expense. There shall be no major repairs or maintenance to motor vehicles or trailers or other mechanical equipment on the Property; this shall include oil or lubricant changes.
23. The residence must only be used for residential purposes only. No businesses may be operated on the property. Including garage sales, except organized annual neighborhood sales. Residents will observe and respect current zoning in place and set forth by the City of Vernon or other governing bodies. There is to be no use of plumbing, water, electrical, drainage or other utility for any purpose other than for which they were constructed.

24. Residents must insure his/her homes/property and personal effects. Proof of liability and property insurance on all buildings owned by the Resident must be provided to the manager within 14 days of occupancy. Upon renewal of the annual policy, the Resident will confirm liability and property insurance. Residents to indemnify and hold harmless the management/owners and their agents. Residents must take reasonable steps to have their home ready for occupancy within 180 days, should it be damaged by fire or other ways.
25. Pets are permitted, with a maximum of 2 pets (1 dog maximum) total per home. Height of dogs may be restricted to 15 inches when full grown, measured at the shoulder. All pets must remain on a leash at all times on common areas. No pet (with the exception of cats, unless they become a nuisance) may be allowed outside of the home lot of the resident unless on a leash guided by a resident. Animals with excessive complaints will be prohibited from the neighbourhood. Residents will be liable for any actions of the pet, including cleaning up after their pet and aggressive behaviour. Exotic animals of any kind may be restricted or prohibited. All animals/pets must be registered with the manager.
26. Residents may build a fence around the perimeter of the back yard as long as that fence is constructed of 4' high black chain link fence, which may have black inserts and black capped posts. Residents must get written approval prior to installing a fence. Fences that do not meet the guidelines of management will not be approved.
27. Pools or Hot Tubs are not allowed in the neighborhood.
28. No placement of in-ground For Sale signs or other signs or any other advertising material on common property or lots or near the entrance of the Property, without the express written consent of the Landlord which may be arbitrarily withheld. A "For Sale Board" will be provided near the front entrance of the neighborhood to advertise the homes For Sale. Surface mount "Open House" signs are allowed on the day and hours of the open house.
29. The Landlord 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 Tenancy Agreement.
30. Any soliciting in the park must be approved by the Landlord.
31. Rents are due and payable in advance on the 1<sup>st</sup> day of each month and will be paid by pre-authorized debit (direct deposit). Forms in the purchase agreement package.
32. Residents must complete landscaping of their lot within 6 months of possession.

33. Where appropriate in this document, "Resident" or "Tenant" shall mean and include the principal resident and all members of that family residing in the development in compliance with these regulations. Property may refer to the resident's lot or common property. Manager may be referred to as "management" or "owner" or "agent".