



**WESLEY ACRES TRAILER PARK INC.
STANDARD MOBILE-HOME-LOT-LEASE AGREEMENT**

THIS AGREEMENT made the _____ day of _____, 2022, pursuant to the Short Forms of Leases Act, R.S.O. 1990, c. S.11, (the "**Lease**").

B E T W E E N:

Wesley Acres Trailer Park Inc. (hereinafter called "Lessor")

AND

X [the actual name of the Lessee] (hereinafter called "Lessee")

AND

Wesley Acres Inc. (hereinafter called "WAI")

WHEREAS Lessor leases certain lands (herein "Lessor's Lands") from WAI for the purposes of operating a trailer park thereon that accommodates both trailers and 28 sites for mobile homes (herein "Trailer Park");

AND WHEREAS WAI is a registered charity the purposes of which are to preach, teach, promote, demonstrate, encourage, disseminate and implement the Gospel of Jesus Christ and related truths of the Holy Bible through facilities and programs that communicate and exemplify the Christian faith in furtherance of teaching and practices of The Free Methodist Church in Canada in accordance with the Articles of Religion of The Free Methodist Church in Canada;

AND WHEREAS WAI's lands (herein "WAI's Lands") were acquired solely to further the charitable purposes of WAI, and have been used since their acquisition to further such purposes;

AND WHEREAS Lessee desires to lease from Lessor the site identified in the lease application or renewal thereof completed by Lessee (herein referred to as the "Leased Property"), which is to be used for a mobile home that provides permanent residential or seasonal accommodations and the use and characteristics of which comply with relevant Prince Edward County Zoning By-Laws;

AND WHEREAS the trailer park operated by Lessor facilitates accommodations to persons participating in the charitable activities of WAI and such accommodations on the Leased Property are necessary for WAI's charitable activities to be viable;

AND WHEREAS those persons who lease mobile home sites located on the Lessor's Lands (herein called "Lot Leaseholders") bear the costs of such accommodation;

AND WHEREAS Lessor, its Lot Leaseholders, WAI, and the invitees thereof desire to use, in common with Lessee and the invitees and guests of Lessee, certain areas, facilities and equipment owned by WAI and located on WAI's Lands but not comprising part of Lessor's Lands;

AND WHEREAS WAI has entered into a relationship agreement (herein called the "Relationship Agreement") with the Free Methodist Church in Canada ("FMCiC") and the FMCiC Bishop's Foundation (the "Foundation") that, amongst other things, accommodates the lease of the trailer park by WAI to Lessor, and grants an option (the "Option") to the Foundation, in the event WAI is in default of any of its obligations under the Relationship Agreement and fails to remedy such default within one hundred and eighty (180) days of written notice of such default by FMCiC, to purchase for one dollar (\$1.00) WAI's Lands, buildings and all other assets of WAI, which Option Lessee hereby acknowledges;

NOW THEREFORE, in consideration of the rents reserved and the covenants and agreements contained in this Lease on the part of Lessee, his heirs, executors, administrators, successors and permitted assigns, Lessor hereby leases the Leased Property to Lessee for the Term (as hereinafter defined) and upon the conditions herein set out.

1. TERM and RENT

The term of the lease and rent payable thereunder shall be as determined in the lease application or renewal thereof. See Section 6 regarding Default of Payment.

2. COVENANT OF LESSEE

Lessee covenants with Lessor as follows:

- (1) **Rent** – to pay rent as and when same shall be due and payable as determined in the lease application or renewal or as agreed to by Lessor in writing. Late fees will be payable on balances overdue at rates identified in the lease application or renewal.
- (2) **Taxes and Utilities** – to pay all taxes, rates and assessments with which the Leased Property shall be rated and charged during the term hereof (including, for instance, charges for winterization, spider spraying, work orders etc.) or other utilities supplied to the Leased Property. Lessee will pay all costs for services such as hydro, heating fuel, telephone, satellite, internet, etc. delivered to the Leased Property. All expenses related to the Leased Property as identified on the lease renewal applications shall be borne by Lessee.
- (3) **Statement of Faith** – by signing this Lease, and upon each renewal thereof, to join the Free Methodist Church in affirming the Statement of Faith of the Evangelical Fellowship of Canada, which is as follows:
 - The Holy Scriptures, as originally given by God, are divinely inspired, infallible, entirely trustworthy, and constitute the only supreme authority in all matters of faith and conduct.

- There is one God, eternally existent in three persons: Father, Son and Holy Spirit.
 - Our Lord Jesus Christ is God manifest in the flesh; we affirm his virgin birth, sinless humanity, divine miracles, vicarious and atoning death, bodily resurrection, ascension, ongoing mediatorial work, and personal return in power and glory.
 - The salvation of lost and sinful humanity is possible only through the merits of the shed blood of the Lord Jesus Christ, received by faith apart from works, and is characterized by regeneration by the Holy Spirit.
 - The Holy Spirit enables believers to live a holy life, to witness and work for the Lord Jesus Christ.
 - The Church, the body of Christ, consists of all true believers.
 - Ultimately God will judge the living and the dead, those who are saved unto the resurrection of life, those who are lost unto the resurrection of damnation.
- (4) **Repairs** – to maintain mobile home on the Leased Property in a good, safe order and condition and to promptly make, at his own expense, all needed repairs and replacements to keep such property in such condition as a careful owner would keep them.
- (5) **Mobile Home** – agrees and understands that the word “mobile or mobile home” as detailed throughout this Lease, shall include mobile homes as defined by C.S.A. Standards Z. 240 and applicable Prince Edward County bylaws. Also, to maintain our trailer park standard, mobile homes older than 10 years are discouraged. To maintain our trailer park standard, mobile units older than 10 years may require re-certification (e.g., propane safety, electrical safety etc.) on a case by case basis.
- (6) **Nuisance** – not to commit, suffer, permit or carry on anything on, in or about WAI lands that shall be deemed or result in a nuisance or which would be offensive or an annoyance to WAI, Lessor, invitees of WAI, or any Lot Leaseholders of Lessor. Lessee acknowledges that WAI’s Lands, of which the Leased Property forms a part, enable WAI to further its charitable purposes and that the trailer park operated on Lessor’s Lands by Lessor enables persons participating in the charitable activities of WAI to have accommodations, such accommodations being necessary for WAI’s charitable activities to be viable. Lessee further acknowledges that WAI has established Community Life at Wesley Acres, a copy of which Lessee acknowledges receiving. Lessee agrees to abide with the provisions of such Community Life at Wesley Acres and with the terms of this Lease and require compliance with such Community Life at Wesley Acres and this Lease, as relevant, by his invitees and guests. Lessee acknowledges that WAI has the right to amend such Community Life at Wesley Acres from time to time and provide written or electronic notice of such amendments prior to the enforcement of same. Failure on the part of Lessee, his invitees and guests to comply with this Lease or with such Community Life at Wesley Acres as are in force from time to time, shall be deemed to be a nuisance hereunder. In the event Lessee, his invitees or guests commit, suffer, permit or carry on anything that is a nuisance or deemed to be a nuisance on, in or about WAI’s Lands, Lessor shall provide written notice of same to Lessee with a demand that the matter be remedied. Inappropriate behaviour may result in the removal

of Lessee, his invitees or guests from WAI's Lands. A meeting with the Executive Director and Chair of Lessor's board will be held within 7 days to review the matter. If the matter has not been immediately remedied at Lessor's satisfaction then, the matter set out in the notice as a nuisance or deemed nuisance shall constitute a default pursuant to this lease and Lessor shall be entitled to pursue the remedies available to it as set out in Section 6 of this Lease.

- (7) **Use of Leased Property** – to use the Leased Property only for a mobile that provides seasonal or permanent accommodations and activities incidental thereto, to comply with all requirements and conditions set out in Appendix A hereto, and to only have one mobile on the Leased Property. If Lessee wishes a second trailer on the lot for a short period of time, Lessee must submit a **Multi-RV Exception Request Form** (available at the Office) to Lessor. Once obtained, the approval form must be displayed in a window or visible area of the additional vehicle while on the Leased Property. A tent or tent trailer may be set up on the Leased Property only with the prior permission of, and subject to the conditions imposed by, Lessor. **Note:** occupants of the additional vehicle, tent, or tent trailer will still be assessed the current fee for camping. A maximum of 2 vehicles can be parked on the Leased Property as long as the lot line setbacks are maintained, and the vehicles are not designed to provide accommodation. In no event shall the Leased Property be used for any business activity without the prior written consent of Lessor, which consent can be unreasonably withheld.
- (8) **Indemnities** – the Lessor assumes no responsibility for, nor shall Lessor be liable for any loss through fire, theft, park closures due to circumstances beyond control of the Lessor including an “act of God”, flooding, power outages, forest fires, sewage or water system failures, nor shall the Lessor be legally responsible in any way for any loss or damage howsoever occurring to any property of Lessee including, without limitation, trailers, additions, improvements or cars or their contents, regardless of cause. The Lessee agrees that the use of the Leased Property, the Lessor's Lands and/or WAI's Lands or its facilities is solely at the risk of himself, his family and guests. The Lessee, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Lessor, his agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to himself, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned Leased Property and use of the Lessor's Lands or WAI's Lands or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Lessee further undertakes on his own behalf and on behalf of his family and guests to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the Lease.
- (9) **Improvements to Leased Property** – to present all plans, budgets and specifications of any recommended renovations, improvements, additions (including placing significant movable property such as a trailer or shed) or significant capital expenditures in respect of the Leased Property to Lessor for approval prior to any commitments in respect thereof by downloading or picking up the appropriate application form, completing it together with diagrams and submitting it to the Office. If and to the extent

approved by Lessor, Lessee shall obtain all permits and other consents and approvals as may be necessary for such work to be performed by Lessee or those persons, firms or corporations performing such work on behalf of Lessee. Any municipal or Lessor permits must be clearly visible while enhancements are being made. Lessee shall comply with all applicable building by-laws and codes, and such other statutes and regulations of any federal, provincial, municipal or other governmental authority that may apply to any work done and the regulations of Lessor with respect to same as may be in force from time to time. Any costs incurred by Lessee in connection therewith, including relevant financing charges, shall be the responsibility of Lessee. Movable property or residential dwellings or structures on the Leased Property shall become the property of Lessee.

- (10) **Construction Liens** – if any construction lien is registered against the Leased Property or WAI's Lands as a result of work done and materials supplied thereto, to obtain and register a discharge of the lien within ten (10) days thereafter, and if Lessee fails to do so, Lessor may pay into court the amount required to obtain a discharge in the name of Lessee, and the amount paid, together with all disbursements and costs of the proceedings on a solicitor-client basis, shall be repayable by Lessee to Lessor and collected as rent in arrears.
- (11) **State of Lease** – at the request of Lessor, to certify or acknowledge to any existing or proposed mortgagee of WAI's Lands the status and validity of this lease and the state of Lessor's and Lessee's account under this lease.
- (12) **Subordination of lease** – to execute promptly upon request by Lessor any instruments, agreements, certificates or postponements which may from time to time be required to give effect to the subordination of this lease to any mortgage provided any mortgagee provides a non-disturbance agreement to Lessee if such Lessee is not in default of his obligations hereunder and such Lessee requests such a non-disturbance agreement. Lessee further covenants not to register the lease or a notice of the lease against the title to WAI's land.
- (13) **Sublease** – to not sublet the Leased Property other than with the prior written permission of Lessor after completing **Application to Rent Trailer**, available at the office. Lessee will follow conditions for subletting contained in lease application or renewal notice.
- (14) **No Lien or Encumbrance** – not to pledge, mortgage, hypothecate or otherwise encumber the Leased Property. This does not apply to property of the Lessee such as movable property or residential dwellings or structures on the Leased Property.
- (15) **Multiple Lots** – Upon agreeing to lease a second lot, to, within 90 days from the date of such Lease, either sell the trailer on the Lessee's initial lot to an approved Lot Leaseholder, or to return the empty lot to Lessor. Unusual circumstances may arise, in which case Lessor may, at its discretion, grant an extension to the 90-day deadline.
- (16) **No Assignment** – to not assign the lease under any circumstances, and to notify Lessor at least 30 days prior thereto of Lessee's intent to terminate this lease.

- (17) **Observance of regulations** – to observe the provisions and requirements of all statutes, orders-in-council, by-laws, rules and regulations, of any federal, provincial or municipal authority or other governmental authority relating to the Leased Property and WAI lands and such rules and regulations as established by WAI or Lessor from time to time, including those described in Appendix A hereto.
- (18) **Amendments** - the Lessee hereby acknowledges receipt of and agrees to be bound by the terms and conditions of this Lease including all schedules and appendices attached hereto, the terms and provisions of which may be reasonably established or at the discretion of the Lessor modified or amended from time to time. The provisions of this Lease and any Rules are subject to compliance with the provisions of the Human Rights Code. Amendments to this Lease, at the sole discretion of the Lessor, may be instituted with written or electronic notice to the Lessee. If the Lessee objects to the amendment to this Lease, the Lessee may, upon written notice to the Lessor within seven (7) days of receipt of such amendment, terminate this Lease and upon such termination shall surrender the Leased Property in the state and condition required hereby, and leave the Lessor's lands within fourteen (14) days of delivery of written notice to the Lessor with no penalty.

3. COVENANTS OF LESSOR

Lessor covenants with Lessee as follows:

- (1) **Quiet Enjoyment** – that Lessee, paying the rent and performing the covenants of Lessee hereunder, shall peaceably hold the Leased Property during the term of the lease and any renewals without any interference by Lessor and that Lessee shall have the right of entry and exit for himself or herself and his or her invitees and guests to and from the Leased Property over WAI's Lands designated for such purposes. Such right of entry and exit shall be shared with other lessees of Lessor and WAI and their invitees and guests.
- (2) **Use of WAI's Lands** – Lessee, his invitees and guests, shall have the right to use the Leased Property for a mobile home, for permanent residential or seasonal accommodations, recreation or purposes incidental thereto that are consistent with a trailer park, and to use WAI's Lands that exclude the Leased Property, all in accordance with the rules and regulations of Lessor and WAI in force from time to time provided such use does not disrupt or otherwise unreasonably interfere with the programs and activities of Lessor or WAI, its agents, invitees, or other lessees. Except for reasonable charges for food, accommodations or programs associated with use of WAI's Lands, neither WAI nor Lessor shall charge Lessee, his invitees or guests for use of WAI's Lands that exclude the Leased Property.
- (3) **Utilities** – to provide basic lot services, namely water, electricity, sewer and year round road access, to the mobile or mobile home.
- (4) **Taxes** – to pay all taxes and assessments with respect to Lessor's Lands save and except those which are the responsibility of Lessee.
- (5) **Maintenance of Lessor's Lands** – to properly maintain Lessor's Lands, facilities and buildings located thereon, other than those of Lessee, in a safe and good repair and condition for the use and enjoyment of Lessee, his invitees and guests.

- (6) **Improvements to Leased Property** – to consider, modify, approve or disapprove, on a timely basis any plans, budgets and specifications for any renovations, improvements, additions or significant capital expenditures in respect of the Leased Property presented and recommended by Lessee as contemplated within paragraph (9) of section 2 of this lease.
- (7) Sale by Lessee to:
- a. not prevent or obstruct the movement of movable property of Lessee off of the Leased Property for removal from WAI's Lands;
 - b. post any property on the Leased Property that is for sale on the posted for-sale list;
 - c. to use reasonable efforts to assist with the sale of seasonal trailer as appropriate, provided same does not result in any costs or expenses incurred by Lessor.

4. REMOVAL, STORAGE OF PROPERTY AFFIXED TO LEASED PROPERTY

At any time throughout the term of the lease, provided Lessee is not in default of his obligations pursuant to this Lease and provided Lessor has approved the removal in writing, such approval not to be unreasonably withheld, Lessee shall be entitled, at his expense, to remove property affixed to the Leased Property provided such removal does not disrupt or otherwise interfere with the programs and activities of WAI or Lessor and provided further such removal is done in a good and workmanlike manner, all debris is removed from the Leased Property and the Leased Property is left in substantially the same condition as prior to the construction of the affixed property or as otherwise directed by Lessor. If, upon termination of this lease, Lessee has not sold the mobile or mobile home and other structures on the Leased Property to a new Lot Leaseholder, Lessee shall remove the mobile and other structures on the Leased Property from WAI's Lands within 60 days. If such property is not so removed, Lessor may remove the property at Lessee's expense, and such property shall become the property of Lessor.

In the event that Leased Property shall be repossessed under the terms of this Lease, any goods including any trailer that the Lessee has left on the site shall be deemed to be an article as defined by the Repair and Storage Liens Act, R.S.O. 1990, c. R.25 (hereinafter referred to as (the "Act"), may be removed by the Lessor, who shall be deemed to be a lien claimant and storer under the Act, to whatever location the Lessor deems appropriate and the Lessor in such removal and storage will not be responsible for any loss or damage to such goods. The Lessee will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any other monies due under this Lease and the Lessor may recover costs and/or monies owing in accordance with the provisions of the Act.

5. BANKRUPTCY, INSOLVENCY OF LESSEE

If the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of Lessee or if Lessee shall make any assignment for the benefit of creditors on becoming bankrupt or insolvent or shall take the benefit of any act that may be enforced for bankrupt or insolvent debtors, any rent or other charges then due and

owing hereunder shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case Lessor may at any time thereafter enter into and upon the said Leased Property and repossess and enjoy the Leased Property including any property affixed thereto as of its former estate, except for property of Lessee, or his creditors or assignees, affixed to, or located on, the Leased Property, anything herein contained to the contrary notwithstanding. In such circumstances, Lessor may require that property of Lessee, or his creditors or assignees, affixed to, or located on, the Leased Property be removed from WAI's Lands within 30 days. If such property is not so removed, Lessor may remove the property at Lessee's expense.

6. DEFAULT OF LESSEE

(1) **Default of Lessee.** Any failure to remit any payments required under the terms of this Lease and any breach of any of the rules, including those detailed in Section 2(6) above, of the Lessor's Lands or WAI's Lands by the Lessee, his immediate family members, guests, visitors or other persons attending at the Lessee's site, shall be deemed to be a breach of this Lease and this Lease may be terminated at the option of the Lessor. If such breach is determined, the Lessee will meet with the Executive Director and chair of Lessor's board within 7 days, to determine an immediate solution to the matter. If the matter has not been immediately remedied to Lessor's satisfaction, then, the matter shall constitute a default pursuant to this Lease and Lessor shall be entitled to pursue the remedies available to it as set out in Section 6 of this Lease.

(2) **Lessor Rights.** In the event of any default of any of the terms and conditions of this Lease, including a breach of the Lessor's Land or WAI's Land Rules and Regulations, and except where otherwise stated, the Lessor shall have the following rights:

- a) On fourteen days (14) prior written notice of default delivered, or deemed received under the terms of this Lease, to terminate this Lease;
- b) To sue for any overdue payments or damages arising out of a breach of this Lease together with interest, in accordance with the rates prescribed by the *Courts of Justice Act*, R.S.O. 1990, c. C.43, legal costs together with any other costs of any nature or kind which may be incurred in repossessing the site and collecting overdue payments or damages;
- c) To seize any goods or property on the site subject to any applicable provisions of the law and to sell the same to recover any monies or damages owing;

(3) **Demolition.** If the Lessee has not met the requirements of Section 4 (Removal, Storage of Property Affixed to Leased Property), the Lessor is entitled to re-enter the Leased Property. Lessor shall have the right to demolish property affixed thereto, upon first providing sixty (60) days written notice to Lessee of its intent to do so. At any time prior to the demolition of such property, Lessee shall be entitled to put this lease in good standing by paying to Lessor all rent then in arrears together with all costs incurred by Lessor by reason of Lessee's default under this lease, whereupon Lessor shall discontinue any demolition proceedings.

(4) **Non-waiver.** Any condoning, excusing or overlooking by Lessor of any default, breach or non-observance by Lessee of any covenant, proviso or condition herein contained does not operate as a waiver of Lessor's rights hereunder in respect of

subsequent defaults, breaches or non-observances and does not defeat or affect in any way rights of Lessor herein in respect of any subsequent defaults or breaches.

(5) **Overholding.** If Lessee continues to occupy the Leased Property after the expiration of this lease with or without the consent of Lessor, and without any further written agreement, Lessee shall be a monthly Lessee at the rent and on the terms and conditions herein set out except as to length of tenancy.

7. EXPROPRIATION PROCEEDINGS

In the event Lessor's Land is subject to an expropriation proceeding by any federal, provincial or municipal authority, Lessee herein, together with all other lessees of Lessor's Land, shall be notified by Lessor of the expropriation proceedings and given a reasonable opportunity to participate in the said proceedings.

8. LAWS OF ONTARIO

This lease shall be interpreted in accordance with the laws of the Province of Ontario.

9. NOTICES

The address for notification to the Lessee of a Notice to be given under the term of this Lease, or otherwise, shall be at the permanent home address of the Lessee as set out above and the Leased Property, unless written notice of a change has been given by regular first-class mail or electronic mail as provided by the Lessee. Any notification pursuant to the terms of this Lease shall be deemed to have been received five (5) working days after it is mailed by regular mail, by electronic mail, or immediately if delivered to an apparently adult person at the address or Leased Property.

10. GENDER AND NUMBER

Wherever the singular and masculine are used throughout this Lease, the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

Appendix A

In this Appendix A to the Standard Mobile Home-Lot-Lease Agreement, terms in this Appendix have the same meaning as in that Agreement.

Lessee agrees to comply with the following conditions and requirements.

- (1) **Sale by Lessee** – The Lessee shall notify the Lessor that the mobile or mobile home on Leased Property is for sale or for use on the Leased Property by any other person, or leased property of another Lot Leaseholder, and only conduct such a sale to a purchaser previously approved as a Lot Leaseholder by Lessor. The sale is negotiated between two parties. (This includes costs associated with lease, taxes, utilities, etc.). Any taxes not paid at the time of the sale will be the responsibility of the new Lot Leaseholder. The onus rests with the buyer to confirm with the Office that there are no outstanding invoices on the trailer in question. The Lessee will notify the office of the terms of the actual sale. Lessor assumes no responsibility for the transaction. The Lessee may not assign its interest under the Lease to the new Lot Leaseholder. The Lessee will notify the office of the terms of the offer to purchase. Lessor has a right of first refusal exercisable within three (3) business days from receipt of the Lessee's notice, and may buy the mobile or mobile home from Lessee on the terms in the offer to purchase. The new Lot Leaseholder must enter into a new lease with Lessor as a condition precedent for any sale of the mobile or mobile home on the Leased Property to the Lessor pursuant to the right of first refusal.

In connection with that new lease, the new Lot Leaseholder will be informed that the new Lot Leaseholder must pay the Park Improvement Fee for year round access on the negotiated selling price of Lessee's mobile or mobile home. The Park Improvement Fee is equal to 5% of the sale price (determined by the Bill of Sale) and is to be paid to the Lessor on the sale of Lessee's mobile or mobile home for use on the Leased Property.

The new Lot Leaseholder will be informed that if the new Lot Leaseholder does not withhold the Park Improvement Fee from the negotiated selling price and pay this fee to Lessor within ten (10) days of sale, the Park Improvement Fee will be added to the first lease payment under the lease between the new Lot Leaseholder and Lessor.

- (2) **Application Process to Build, Install, Remove, Renovate or Move**

When an application is received to build, install, remove, renovate or move anything on, or from a Leased Property, the following is the process to manage the application:

The Request:

- Download the application form; or
- Come by the office to receive detailed forms; and
- Complete the forms including diagrams; and
- Deliver the completed application to the office.

The Review

- Office confirms the details
- Chair of Lessor's board and management receive the documents
- Staff may be called on to assist with information
- Application may be adjusted as needed

The Authorization

- Lessor board and/or management will give final approval or denial of request Note: Every attempt will be made to expedite the process, but it could take some time depending on circumstances.

Moving Mobiles– New and existing

All mobile movement, new and existing, must be pre-approved by management. Any mobile being moved without prior written approval risks being re-directed to the holding field and denied placement on a lot until all appropriate approvals have been obtained. Any additional costs associated with the movement of the mobile, except those camp costs required to provide basic services will be the sole responsibility of the Lessee.

(3) Lot Regulations

- (a) **Measurement:** The fee for all lot measurements is \$50 for lots that have not been surveyed. This fee is normally charged to the individual requesting the measurement, or any leaseholder who did not conform to the applicable guidelines in place at the time the modifications were made. All lot measurements are measured from the road.

(b) **Setback Guidelines for Mobile and Additions:**

i)By definition, this is the open area between a structure and the property line. It is measured from the property line to the outside edge of the mobile, stairs, deck or other extensions from the mobile.

ii)Conformance to setback guidelines is vitally important to the enjoyment and aesthetic appearance of Lessor's Lands. These guidelines have been established by the Municipality and Lessor and will be enforced by it. These guidelines also dictate the maximum size of mobile that can be placed on any given lot, as detailed in the appropriate Municipal By-Laws.

iii)Since lot sizes vary, setbacks are always measured from the outside edge of the property line to the edge of the mobile/tip-out/extensions.

iv)Every structure must be located a minimum of 10 feet from the front of the Leased Property, 1.5m (5 ft) from the back of the Leased Property, and 1.5m (5 ft) in from west side of the Leased Property and a minimum of 3.0m (10 ft.) from the east side of the Leased Property. Mobile Lots vary in width but are 44.2m (145 ft.) long measured from the road and marked with a surveyor stake.

v)In some rare circumstances (when trees or other natural obstacles are present on a specific lot), the Executive Director or Park Manager may provide a written exception for a specific lot regarding the setback requirements. Such special circumstances should be identified by the applicant on the initial application form for a new mobile or addition thereto. A copy of the written exception will be retained as part of the Lessee's file.

vi) Failure to conform to setback guidelines for all new mobile/additions will require that the mobile/addition be brought into compliance immediately, the cost of which will be paid by Lessee.

ABSOLUTELY NO EXCEPTIONS will be made for new mobile/additions unless advanced Exception Approval has been obtained from management based on special circumstances (such as trees or other natural obstructions that affect trailer placement on given lot).

vii) Specific setback requirements will be noted on all New Trailer/Addition Approval Request Forms when they are approved.

viii) Mobiles positioned before January 2005 are grandfathered until moved. Once moved in any capacity, they must conform to the current guidelines.

- (c) **Lot Coverage** – no more than 50% of the Leased Property may be covered by structures, which includes any space that is obstructed from the ground to the sky, and at least 40% of the Leased Property must be Landscaped Open Space, defined to mean open unobstructed space from ground to sky at finished grade which is on a lot accessible by walking from the street on which the lot is located and which is suitable for the growth and maintenance of grass, flowers, bushes and other landscaping and includes any natural existing vegetation, surfaced walk, patio or similar area but does not include any driveway or ramp, whether surfaced or not, any curb, retaining wall, parking area or any open space beneath or within any building or structure.

i) **Lot Maintenance:** Lessee is responsible for the general upkeep of the lot, which is primarily mowing but may also include personal gardening. Lessor will mow unsightly lots at the expense of Lessee.

ii) **Natural Habitat:** Trees and shrubs may not be cut down except with written permission from Executive Director or Park Manager, regardless of location – shoreline, greenbelt, forest, and any major trees/shrubs situated on Leased Property. This does not include regular maintenance and pruning of personal plants on the Leased Property nor include personal gardening, which falls under expected lot maintenance.

(4) **Specific Trailer Requirements**

- a) **Size Restrictions:** There is no restriction on the length of a mobile or mobile home provided set-back and Prince Edward County Zoning By-laws requirements are met.
- b) In-ground sewage holding tanks are not permitted.
- c) **Skirting:** Skirting of mobiles is required for safety and colder temperatures. Skirting material must be aesthetically pleasing.
- d) **Wheels/Tongue:** Wheels or tongues will be removed from mobiles or mobile homes.

- e) **Keys:** Lessee must provide the Office with a key to the mobile for emergency use or as directed by the Lessee
- f) **Signage:** Lessee must display their name and 911 number on their property/mobile. The sign must be easily read from the street and must remain visible year-round. If no sign is posted, one will be provided by Lessor and the cost will be billed to Lessee.
- g) **Safety:** Any refrigerators or freezers not inside the mobile must be in a locked shed to avoid being a hazard to children.

(5) **Factory-Built Florida Rooms**

- a) **Installation and Proper Permits:** Florida Rooms that are specifically engineered for mobile homes are permitted if pre-approved by Lessor. Installation must be done by qualified professionals, and must adhere to all permits and municipal codes for final approval by the local building inspector (i.e., support structure, electricity, etc.).
- b) **Size Restrictions:** Any Florida Rooms or other additions must be approved by Lessor and Prince Edward County Municipal building department.
- c) **Snow Loads:** Approved Florida Rooms and additions to mobile must be able to withstand typical snow loads experienced on WAI's Lands, which should be discussed with the manufacturer or builder before purchasing the addition.
- d) **Compliance:** Any Florida Rooms or additions to mobile grandfathered for non-compliance within current guidelines will remain grandfathered until such a time as the Florida Room or mobile is moved or modified, at which time the final result must be in compliance with the guidelines at that time.

(6) **Policies Regarding Enhancement and/or Modifications**

- a) **Approvals:** Any modifications to the Leased Property must receive prior written approval from Lessor and must conform to current municipal and standard lease terms.
- b) **Decks:** Decks must conform to municipal building code, setback and lot guidelines. The County requires a permit for all deck builds.
- c) **Fences and Hedges:** New fences are not permitted on the Leased Property. Hedges over 24" high are not permitted. Existing fences and hedges are grandfathered.
- d) **Sheds:** Sheds shall not exceed 10 square meters. (108 sq ft.) area and no side wall shall exceed 3.7 m (12 feet) in length with a maximum peak height of 2.4m (8 feet) measured from the ground. Only 1 shed is permitted per lot. Any existing exceptions are grandfathered until any modifications to, or relocation of the mobile on, the Leased Property. Sheds must be built to withstand four-season weather conditions and must not cause a violation of the lot coverage constraints. Costs to ensure that sheds are fully compliant are the sole responsibility of the lot lease holder.
 - i) New or rebuilt sheds should be located at the rear of the Leased Property, if space permits, with a minimum clearance of 0.6m (2 ft.) on all sides from the shed's eave to the lot line and five feet from lot line is adjacent to a road.

- ii) ii) Lessor assumes no responsibility for damage to sheds that need to be relocated to allow maintenance or upgrades to the water and electrical systems. With sufficient notice, Lessee will be responsible for moving the shed.
 - e) **Fire and Fire Pits:** Campfires are subject to Ministry of Natural Resources and Prince Edward County Fire Department regulations, and any seasonal restrictions that may from time to time be put into place. Lessee must comply with any such fire restrictions in force in the area and check the fire ban sign by the Welcome Centre before lighting a campfire.
 - i) All fire pits must be set away from any mobile, building, deck, or shed by a minimum distance of 3.0m (10 ft).
 - ii) Lessee must ensure that a fire pit is able to safely contain the fire.
 - iii) Fires **MUST** be attended at all times.
 - iv) Fires **must be completely extinguished** before leaving the fire area.
 - v) If a fire is left unattended, leaseholder or guests will be contacted and asked to douse the fire appropriately. Management will be informed of all incidents around unattended fires. Consequences may include non-renewal of Lessee's lease the following year.
- (7) **Docks and Waterfront Guidelines**

- a) **General:** The waterfront surrounding WAI's Lands is there for the enjoyment of all residents and visitors. Ministry of the Natural Resources, Federal Fisheries and Oceans, and Quinte Conservation Authority guidelines apply. Lot Leaseholders who have approval from Lessor to construct a dock on a specific registered space are not allowed to do whatever they wish to this parcel of land. The waterfront is highly visible to the West Lake community, requiring strict enforcement of Government guidelines, which both Lessor and WAI are committed to upholding. Lessee must be familiar with all relevant guidelines before Lessee plans to build a dock. Failure to do so may result in substantial cost implications for the registered dock owner to restore the shoreline to its original state.
- b) **Private Docks:** Lot Leaseholders' docks are **private property** and should be treated as such. Dock owners will be clearly identified on a standardized signpost that will also include the dock registration number. This data is kept on file in the Office.
- c) **Leasing of a Dock Site:** Dock sites can be leased by Lot Leaseholders on an annual basis at the discretion of Lessor. A mobile home lot lease agreement includes a dock site assigned specifically to that mobile. This dock location cannot be transferred to another lot lease holder unless it is part of the mobile home sale to a new leaseholder.
- d) **Approvals:** Lessee is required to obtain all necessary approvals from the office by submitting a **Waterfront Dock Registration Form** (application forms at the Office). Annual dock fees must be paid in full, and Lessee must post a sign on their dock stating their registration number and name. This post must be placed at the specified dock location (not on the greenbelt).
- e) **Dock Spacing:** Docks are to be built to ensure a minimum distance of 9.1 m (30 ft) between docks, Due to weather conditions, this spacing has been expanded to 10.7m (35 ft) on the south shore docks. Dock location is staked with a specific Lessor dock number and considered to be the centre line of the dock location.

- f) **Size of Dock:** The length of the dock is at the discretion of Lessee, bearing in mind the length can impede boat traffic. It is prudent to install lights or reflectors at the end of a long dock. Docks may not exceed 48" in width. A shoreline platform not exceeding 3.7m x 2.4m (12 ft x 8 f) may be installed between the shoreline and the first section of dock to provide a sitting area and place for a storage box. Preferably, the first section of dock is centred within the platform area. Non-compliance must be fixed within 10 days at the sole expense of the Lessee. The first section of the dock is to be centered on the platform unless natural obstructions prevent this. Camp staff will correct any non-compliance issues, after notification, at Lessee's expense.
- g) **Maintenance:** Lessee is fully responsible for the maintenance and safe management of Lessee's dock and any related equipment. Lessee should make all reasonable attempts to ensure that Lessee's dock is aesthetically acceptable.
- h) **Shoreline/Waterfront:** Lessee is also responsible for the waterfront on which Lessee's dock is located. This includes garbage collection, non-pollution precautions (i.e. no gas spills), and basic shoreline preservation.
- i) **Shoreline/Dock Modifications:** The shoreline is the natural habitat for many creatures, and modifications to it or the destruction of it threaten the delicate balance of the eco-system, both on land and in the water. Only minimal interruption of the shoreline is allowed in order to access a waterfront dock, and any modification to the shoreline or construction of a dock must have a posted Lessor permit specifying exactly what is permitted. Any specified shoreline work will be completed by Lessor, maintenance staff or Lessee, and allocated charges will be the responsibility of Lessee. The dock or its access should only encroach on the shoreline a few feet.
- j) **Approval for Modifications:** Any work to the shoreline/waterfront must be preapproved through the submission of a **Waterfront Modification Evaluation Request** form (available at the Office). Shoreline clearance or modification work may be completed by Lessee, but staff of WAI or Lessor will inspect it to ensure that any shoreline modifications are in strict compliance with this Lease and government requirements. All work that has not been approved and corrected after notification, will be corrected by Camp staff at sole expense of Lessee.
 - k) **Dock Construction:** All construction and related expenses are the sole responsibility of Lessee. Work can only be done by Lessee (or designated third parties) who have registered with the Office, and who have an approved **Waterfront Modification Evaluation Request** as defined above. Nothing about the dock or its access should encroach physically or visually on the greenbelt. Hand railings may be visible at the top of the bank but should not extend into the greenbelt area.
- l) **Boathouses:** Boathouses are not permitted.
- m) **Storage boxes:** Storage boxes are permitted for use on docks but must be 76.2 x 76.2 x 137.2 cm (30 x 30 x 54 in) or smaller. Only one storage box is permitted per dock.
- n) **Non-Compliance:** Lessee must ensure that his or her dock is in full compliance with all municipal/provincial guidelines, as well as all current Lessor guidelines. U-shaped docks are not permitted. Non-compliant issues must be remedied within 10 days, and the expense of such remedies will be the responsibility of Lessee.
- o) **Ministry of Natural Resources:** The Ministry of Natural Resources is very specific about the preservation of shorelines and the minimization of dock impact on the

aquatic system. Under no circumstances should the shoreline ever be levelled or cleared completely to make way for a dock or waterfront complex.

- p) **Public Facilities:** WAI provides and maintains several waterfront areas, including a boat launch, for use by Lot Lease owners or their guests. These facilities are clearly marked as CAMP facilities. Please read and adhere to any posted rules at each individual location. Please report any safety or maintenance concerns to the office.

(8) **Storage Sea Cans**

Lessor has authorized Lot Leaseholders to purchase metal Sea Cans storage units for permanent storage.

- a) Sea Cans shall not exceed 2.4m wide x 12.2m long (8' x 40').
- b) Mobile-lot Leaseholders may place these on one half of their assigned 6.1m x 12.2m (20' x 40') storage lot.
- c) A work order must be submitted to the office prior to ordering a Sea Can and a permanent space will be assigned pending availability. A permit is required from the Municipality before a Wesley Acres work order can be finalized.
- d) Gravel will be placed for a base to receive the can at Lot Leaseholder expense.
- e) Purchasers must arrange for office to be notified at least 48 hours prior to delivery of sea can to arrange for supervised placement.
- f) To maintain conformity, all Sea Cans must be re-painted a grey colour within 30 days of delivery to Wesley Acres. If not repainted, camp staff will repaint at the sole expense of the Lessee.
- g) The Sea Can shall be the responsibility of the owner. If the lease holder who owns the can decides to leave the park, they shall be responsible for removal of the sea can or forfeit ownership to Lessor.
- h) Sea Cans are not to be purchased or placed on WAI's Lands without permission and a work order has been submitted and completed.
- i) Sea Cans are not permitted to be placed on lots assigned to seasonal dock owners for boat trailer storage.