Maitland Valley Marina and Resort Park Rules and Regulations: Schedule #1

Please Note: Maitland Valley Marina and Resort Park is a **seasonal**, **9 month Resort Park**. While some lots can be **visited** all 12 months, by-laws dictate that this **cannot be a permanent residence**.

In order to ensure a pleasant, peaceful and enjoyable holiday for everyone, we expect all patrons to abide by and cooperate with these rules and regulations.

Any and all proposed changes to your lot, deck, Add-A-Rooms, and trailers must be pre-approved by the office in writing. When requesting changes, a diagram with dimensions and your written request must be supplied to the office. We will review this and give written comments with our decision.

Fishing:

- 1. Access to the designated fishing area for fishing by patrons or visitors **must** be via the marked footpath located adjacent to the former railway embankment, or via the road system.
- 2. Cutting through river bank trailer lots to gain access to the river is **STRICTLY PROHIBITED**.
- 3. Fishing off the bank in front of trailers, from docks, or from boats within the marina basin is **STRICTLY PROHIBITED**.
- 4. The MNR regularly patrols the Park to ensure adherence to MNR licensing requirements. It is your responsibility to ensure that you have a valid fishing license.
- 5. **All** fishing access is restricted to **between dawn and dusk**, as indicated by sunrise and sunset times.

Vehicles:

- 1. No more than two (2) vehicles may be parked on trailer lots and are to be identified with a current year parking sticker. Two parking stickers per site are obtained at the office and will be issued upon payment of site fees each year. Any additional vehicles including those of visitors must be parked in designated parking areas only.
- 2. Speed limit in Park and Marina is 15km/hr at all times.
- 3. Boats are **NOT** to be parked on trailer lots or on trailer parking spaces.

Security Access Cards:

- 1. Gate cards are issued to **current customers ONLY**. A maximum of 2 cards may be purchased at the Maitland Valley Marina office for a refundable deposit of \$10.00 per card upon the return of an undamaged card to the office.
- 2. These gate cards have replaced our "code entry" system and are required to gain security access at gates and any buildings with carded security access (now or in future).
- 3. If your gate card is not working, please bring it to the office to exchange for a new one.
- 4. We no longer provide a passcode to customers who have neglected to obtain a working card.
- 5. Cards destroyed or damaged through negligence will be not be eligible for a trade in, and will not be eligible for a deposit refund.
- 6. When selling your trailer onsite, please turn in all cards in your possession for refund. New owners will be expected to obtain their own cards. Cards not returned to the office for refund will be cancelled by the office without notice after you cease occupancy.

Pets:

- 1. Pet owners assume all liability for their pets. Town pet bylaws are in effect at all times.
- 2. Pet owners are responsible for picking up their pet's litter.
- 3. An off leash exercise area is available at the far western point of land, beyond all transient trailer sites.
- 4. Pets must not be left unattended when the owner is away.

Quiet Hours:

- 1. Quiet hours are 11:00 pm to 8:00 am daily.
- 2. Playground hours are 8:00 am to 9:00 pm daily.

Renting/Subletting/Loaning of Trailers and Boats:

- 1. Renting or loaning of trailers or boats to any other person/group/party is not allowed. You are fully responsible for all guests, and are expected to be present when guests are visiting.
- 2. No selling of merchandise of any kind by Park patrons is allowed on the premises.

Trailer Sales Procedure:

All trailer sales must follow the Trailer Sales Procedure, as outlined below. Failure to comply with this procedure will result in the delay or refusal of sale by Maitland Valley Marina Ltd.

- 1. The seller must provide a written notice of intent to sell to the office.
- 2. All outstanding site and hydro fees must be paid in full, and a thorough inspection of the trailer and premises completed by Management, before approval will be given to transfer the lot.
- 3. A Contract of Representation between Maitland Valley Marina and the trailer owner must be signed, **prior to any advertising of the trailer for sale**.
- 4. A transfer fee of \$1,000+HST must be paid in full, upon the sale of the trailer. This fee is non-negotiable; failure to comply with this rule will result in the cancellation of any transfer.
- 5. Once all fees have been paid and inspection completed, the seller will provide a written description and photos of the trailer, to be posted to the Maitland Marina and Resort Park website.
- 6. Potential buyers must meet with Park Management to review Park Rules and Regulations, pay appropriate fees (including hydro deposit of \$200) and sign the agreement of tenancy, **prior to the completion of sale**.
- 7. Park Management reserves the right to determine suitability of potential tenants and holds final right of refusal.
- 8. Substantial upgrades to and cleanup of existing lots will result in additional maintenance fees being charged, in the amount of \$50.00 per hour.
- 9. All outstanding invoices must be paid by the seller, including final billing of hydro usage (less the return of hydro deposit), **prior to the completion of sale**.

Rates:

- 1. Daily, weekly, monthly and seasonal rates for lots and day parking are available in the office, and are subject to annual revision.
- 2. Rates for overnight off season camping and other services are available on request.

Lease Agreement:

- 1. Maitland Valley reserves the right to refuse to renew the yearly lease agreement.
- 2. In order to secure tenancy for the following season, signed rental agreements and contract deposits are due in the office on or before October 1st of each year. Unless the site is paid either in full or by monthly installments (specific sites only are by monthly installments), deposits are due in the following amounts:

a. October 1st \$1,300.00
b. January 1st \$1,300.00

c. April 1st remaining \$ balance of site in full.

d. If e-transfers or in office debit card payments are substituted for post dated cheques, the etransfer or debit payment must be received <u>prior</u> to each of the above dates. Failure to do so will terminate the privilege of using a method other than a post dated cheque.

- e. Special arrangements on a single time basis only must be agreed in writing by the Vice President or President of the corporation to be considered in effect.
- f. All lease payments made by credit card are subject to credit card surcharge fee in effect.
- 3. Failure to provide a signed rental agreement will result in the termination of tenancy. All contents will then be removed from the site at the discretion of Maitland Valley Marina Ltd, the cost of which will be at the owner's expense.

Safety:

- 1. Possession of firearms or air guns in any area of the Park or Marina is prohibited.
- 2. Speed limit in the Park is 15km/h at all times.
- 3. Parking on roadways is prohibited and will result in the removal of your vehicle, at your expense.
- 4. Young children must not be left unattended and must be accompanied by an adult when moving throughout the Park. All children under 12 must be accompanied in the pool enclosure.
- 5. Swimming in the Marina basin is prohibited.
- 6. Use or possession of illegal drugs is cause for eviction.
- 7. The OPP regularly patrol the Park for your protection.

Garbage:

- 1. Garbage must be placed in tied <u>clear</u> plastic bags and deposited in the container provided, at designated locations within the property. Only household garbage is allowed. Note that *furniture*, barbeques, lawn furniture, appliances, fuel canisters and tanks, and any hazardous materials are not considered to be household garbage. All other garbage must be taken home, to a town disposal site, or arrangements made for pickup on the designated large item pickup days (announced on our website and in our newsletters). Large item pickup will incur a nominal fee of \$10 per item to cover the cost of disposal.
- 2. All recyclables must be placed in the blue bins. Please follow Recycling Guidelines posted at various locations within the property, as well as on the BRA website.
- 3. Fish trimmings (from cleaning of fish) must be placed in doubled-up, well-sealed clear plastic bags, and placed in the garbage bin. Garbage from home is not to be brought to the park for disposal.
- 4. Failure to abide by the garbage regulations will result in fines.

Washrooms and Showers:

- 1. Washrooms are available 24 hours a day from May until October. Washrooms are for the convenience of Park and Marina patrons and their guests only. Keys are available from the Marina Office and require a refundable deposit of \$5.00. Keys which were not obtained from the Office will be confiscated, and the holder will be at risk of eviction from the park. Using the proper key prevents wear and tear on the locks.
- 2. We respectfully ask all users of these facilities to help keep them clean and tidy. This is for the benefit of everyone; please report any problems or abuse to the office immediately.
- 3. Please **do not** flush anything except toilet paper down the toilet. All other waste items, such as diapers, tampons, personal hygiene products and paper towels must be disposed of in the provided container. Flushing these items results in blocked pipes and malfunctioning plumbing.
- 4. Defacing washroom stalls, including scratching names into the stall, is prohibited. We ask that you remind all family members that we can **evict** the family of any individual defacing our property.
- 5. You are responsible for the actions of your guests. *Any infractions on their part may lead to your eviction from Maitland Valley Marina and Resort Park.*

Clubhouse:

Maitland Valley Marina and Resort Park Rules and Regulations: Schedule #1

- 1. The clubhouse is for the use of the Resort Park and Marina patrons from May until October. We simply ask that it be left clean and tidy after each use.
- 2. Reservations are to be made on a first-come, first-served basis. A reservations book is kept in the Marina Store area of the Office.
- 3. Requests for BBQ's and other equipment for special events may be booked at the office, at least one week in advance of the event. Such equipment is to be picked up and returned by the requestor. Equipment must be cleaned thoroughly before return.

Bulletin Board:

- 1. The bulletin board is located on the south side of the washroom/clubhouse building, facing the pool. Additional boards may be located inside bathroom buildings.
- 2. All notices are to be approved by the office prior to being posted. Unapproved notices will be removed without notice.
- 3. All notices must be dated. The park staff may remove older notices to make room for management notices without notification.
- 4. Only information of interest and relevance to Park and Marina patrons will be allowed on the bulletin board.
- 5. Park notices, including upcoming events, will be posted on the bulletin board.

Camp Fires:

- 1. Camp fires are permitted on trailer lots provided caution is observed and they are not disturbing your neighbour. Fires must be at least 5 metres from any building. **ALL fires must be extinguished by 11:00 pm.**
- 2. Firewood is not supplied; tree cutting and removal of bark from trees is prohibited.

Trees:

1. Cribbing or building up of the area at the base of the trees with topsoil is prohibited. This practice limits the flow of oxygen to the roots and kills the trees.

Hydro, Water and Sewage:

- 1. Lights must be turned off when retiring for the night.
- 2. Leaking water hoses are prohibited. Shrubs and flowers may be watered as required, in addition to moderate watering of lawns.
- 3. Leaking or improperly sealed sewage lines are prohibited. Sewer lines from the trailer to hook-up are to be of solid plastic and properly sealed.
- 4. Use only white toilet tissue for better chemical breakdown. Disposable diapers, sanitary pads, tampons, other hygienic products and paper towels are NOT TO BE FLUSHED DOWN YOUR TOILET or any other toilet in the park facilities. Failure to comply with this expectation will result in damage fees being collected.
- 5. Water supply taps must be **turned off** when you intend to be away for a day or more, in case of hose breakage.
- 6. No changes will be made to the hydro installation, until it has been approved in writing by Maitland Valley Management. At that time, your contract will be modified as appropriate, and our electrician will be authorized to complete the work. Any unauthorized changes are grounds for eviction from the park.
- 7. All wiring on site must meet code requirements as determined by the Electrical Safety Authority.
- 8. Every trailer in the park is metered for hydro use. Hydro billing is done at the end of April, June, August, and October, or more frequently if needed. New tenants are required to pay a \$200.00 refundable meter deposit, as outlined above.

Refrigerators:

- 1. Outside refrigerators are permitted only when enclosed in a utility shed or cabana.
- 2. According to the law, outside refrigerators must be kept locked.

Golf carts:

• Golf carts require approval from the office and must be electric only.

New Trailers:

Maitland Valley is a dealer for General Coach Resort Homes, located in Hensall, ON. General Coach Trailers are high-quality; all new trailers above 35' will be built by General Coach and sold by Maitland Valley. General Coach Trailers are fully customizable to meet your needs; brochures are available at the Office.

Trailer Size:

Regular Sites – all of Section A to E:

The maximum allowable trailer size on our regular sites is 35 feet by 8 feet, not including the tongue or tip out. Anything over this size will be General Coach, sold by Maitland Valley and requiring written permission from Management, as some sites will not accommodate a trailer over 35'. Hydro will be metered and charged separately from the annual site fee. **The season runs from May 1**st **to October 31**st.

Section F, FW, G and H:

These areas offer seasonal recreational sites for trailers up to 40 feet by 12 feet, depending upon the individual lot size. Anything over this size requires written permission from management, as some lots will not accommodate a larger unit. Resort Homes purchased for these lots will be General Coach and sold by Maitland Valley. Hydro will be metered and charged separately from the monthly site fee. **The season runs from March 15**th **to December 15**th.

Add-A-Rooms and Patio Roofs:

Add-A-Rooms and Patio Roofs must be modular, pre-manufactured. Due to liability concerns, all Patio Roofs and Add-A-Rooms must be pre-approved, supplied and installed by a supplier who has been approved by Maitland Valley. We have approved suppliers, who have provided us with proper insurance liability documentation.

The dimensions and design of all decks, patio roofs and Add-A-Rooms must be pre-approved in writing, after plans have been supplied to the office. Note that building permits may be necessary.

Decks & Privacy Deck privacy panels / railings:

Deck additions are to be pre-approved by the office. Requests for decks are to be complete, with drawings and other details. Building permits may be necessary. Privacy panels / railings are to be marked on the drawings prior to approval.

Standard deck size is 8 feet wide by the full length of the trailer, or less only. All deck modification and construction must receive approval in writing from Maitland Valley Marina Limited.

Standard deck privacy panel height is to be less than the height of trailer eaves but limited to no more than 5 feet above deck surface.

Sheds

Maitland Valley Marina and Resort Park Rules and Regulations: Schedule #1

Shed additions are to be pre-approved by the office. Requests for sheds are to be complete with drawings and other details. Building permits may be necessary. Shed size is limited to a maximum of 6 by 8 feet (note January 4, 2017 change: 8 by 8 feet if approved in writing).

Fences (excluding Deck enclosures/railings)

Fences are not allowed in our park.

Loss, Damage and Injury:

1. Maitland Marina and Resort Park does not assume liability for personal property or injury. Liability for loss or damage to personal property or personal injury on Park premises is the sole responsibility of the park patron(s) concerned.

Eviction:

- 1. Failure to observe the stated rules and regulations may be grounds for eviction from the Park or Marina. Any eviction will be without compensation or refund.
- 2. Civil law and Criminal Code infractions committed on Park premises will result in immediate eviction, without compensation or refund.

Customer Copy



Maitland Valley Mariana Ltd. P.O. Box 175, Goderich, ON N7A 3Z2 Tel. (519) 524-4409 Fax (519) 524-2301

I acknowledge that I have received, read and fully understand the Maitland Valley Marina and Resort Park Rules and Regulations, Schedule # 1 in effect August 21, 2018.		
Name of Trailer Occupant		
Signature of Trailer Occupant	Date	
Name of Management Staff	Date	
Signature of Management Staff	Date	
Please retain this form for your files.		

Management Copy



Maitland Valley Mariana Ltd. P.O. Box 175, Goderich, ON N7A 3Z2 Tel. (519) 524-4409 Fax (519) 524-2301

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Name of Trailer Occupant	
Signature of Trailer Occupant	Date
Name of Management Staff	Date
Signature of Management Staff	Date
Please return this form with your contract and payment.	