

Somerset Cottages & Trailer Park

Rules and Regulations

2016 Season

1. **DEFINITIONS:** For the purpose of these Rules and Regulations, any reference to:
 - “the Park” shall mean Somerset Cottages & Trailer Park
 - “the Park Management” shall mean the employees of Somerset Cottages & Trailer Park
 - “Resident / Residents” shall include the person listed on the Seasonal Rental Agreement as renting the Lot, his / her spouse and his/her children under the age of 19.
 - “Visitor” shall mean any other person within the Park boundaries who is not a Resident or Park Management.

2. **APPLICABILITY:** Unless otherwise explicitly stated herein, all the rules contained within this document shall apply to every Lot within the Park no matter whether the Lot is occupied as a cottage rental, a trailer rental or a camping rental. Any rule which refers to the “trailer” shall apply equally to any cottage Lot or camping Lot within the Park.

3. **RENTAL FEES:** Residents are responsible for payment of all Lot rental fees, boat slip rental fees, and additional fees listed in the Seasonal Rental Application (hereinafter referred to as “Rental Fees”) by May 1st, 2016. If the balance owing for all Rental Fees is not received by May 1st, 2016 an additional fee of \$150.00 will be charged. Hydro for the Lot will not be turned on until the balance of all Rental Fees have been paid in full. Interest at a rate of 2% will be charged monthly on any outstanding Rental Fees. Residents covenant and agree that no trailer shall be removed from the Park until all Rental Fees and arrears on Rental Fees due and payable have been paid in full and all such funds have been cleared.

4. **LOT DEPOSIT:** Residents who wish to re-attend the Park the following season must pay a deposit of \$350.00 by no later than September 1, 2016. If no deposit is received by that time, the Park cannot guarantee that a Lot will be available in the coming season. This deposit is non-refundable. Said fees are inclusive of winter storage fees for your trailer in the Park. \$300.00 of this Fee will be deducted from the Total Fees due the following season.

5. **LOT RENTAL CANCELLATION:** Residents who wish to cancel their Lot rental should advise Park Management as soon as possible of their decision to do so in writing. However, the Residents understand and agree that Park fees are non-refundable under any and all circumstances, unless otherwise stated in writing by Park Management. If Residents wish to cancel their Lot rental, Park Management shall have the option of permitting the Residents to sublet the Lot out for the remainder of the season. Park Management must approve of the subletting residents. In the event that the Lot is sublet out, Park Management shall reimburse the original Residents named on the Seasonal Rental Application the total amount of fees received from the subletting Residents, minus any expenses incurred by the Park Management in the process of subletting the Lot.

6. **EXCLUSIVE RENTAL RIGHTS:** All rights and responsibilities under the Seasonal Rental Application are exclusively the rights and responsibilities of the Residents who signed the Seasonal Rental Application. Residents are not permitted to transfer, sell or dispose of their rental rights to the Lot under their Seasonal Rental Application to any other party(ies) at any time.

7. **NO RENEWAL:** Residents who choose not to renew their seasonal contract must remove their trailer and all other possessions from the Park by no later than 5:00p.m. on the Sunday of the Thanksgiving Weekend. Anything left on the Lot after that date will be considered abandoned and will be removed and disposed of at the Residents expense.
8. **QUIET ENJOYMENT:** All Residents are entitled to quiet enjoyment of the Park. As such, Residents are requested to keep all noise at a reasonable level throughout the day and to be mindful of their neighbours. Absolutely no loud music, boisterous voices, or excessive noise will be tolerated during the Park's quiet hours. Quiet hours are from 11:00 pm to 8:00 am everyday, without exception.
9. **LOT OCCUPANCY:** There is only one trailer / cottage / sleeping unit permitted per Lot, except on lots designated otherwise and with Park Management approval. An additional fee will be charged for any trailer longer than 35' from tongue to bumper or wider than 8' when fully extended. No boats, boat trailers, personal watercraft or cargo trailers are to be stored on the Lot but can be stored in the designated area for an additional fee. No shed, additions, platforms, tents, add-a-rooms, fences, etc. are to be erected on the Lot without written permission from Park Management. Only one shed is permitted per Lot. An additional fee will be charged for any Florida Room on the Lot. There is only one car permitted on each Lot, unless otherwise approved by Park Management. If there is second car it must be parked in visitor's parking located outside the main office. You are not permitted to park your car(s) on any other Lot, even if the Lot is unoccupied.
10. **KEY:** Upon arrival and check-in at the Park, a key to the Resident's trailer must be left in the main office, in case of emergency.
11. **INSURANCE:** Each trailer owner must have insurance coverage to insure their unit for fire and liability. Any car(s), boats, boat trailers, personal watercrafts or leisure vehicles on Park property must be insured. The Residents must have 2344283 Ontario Inc. (o/a Somerset Cottages & Trailer Park) added as an Additional Insured on any insurance policy for any trailer, car, boat, boat trailer, personal watercraft or leisure vehicle on Park property. The Residents are required to provide a copy of all applicable insurance policies to Park Management at the start of each season and upon any other written request by Park Management.
12. **FIRE SAFETY:** In Ontario, permanent homes, RVs, trailers, cottages and boats with living or sleeping quarters require working smoke alarm and Carbon Monoxide (CO) detectors, as well as certified and approved fire extinguishers. With safety being one of our number one priorities, we require that all trailers in the Park must be equipped with working smoke alarms, Carbon Monoxide (CO) detectors and fire extinguishers.
13. **PROPANE HEATING / COOKING:** Residents are only permitted to use propane in any of their heating and cooking within the Park. Plug-in heaters are not permitted within the Park. No unlicensed person is permitted to work on any propane system within the Park boundaries.
14. **SEPTIC SYSTEM:** The Park is serviced by several communal septic systems which serve several lots within the Park. As such, proper use of the septic systems must be followed at all times. No diapers, sanitary products, cigarette butts, or cooking grease be disposed of down the toilets or drains. Please make sure your visitors are made well aware of the proper usage of the septic system, including what can and cannot be disposed of down the toilets or drains. If any Residents, their visitors or family members are caught causing damage to the septic system or are caught disposing of any diapers,

sanitary products, cigarette butts or cooking grease down the toilets or drains, the Residents occupying that Lot will be charged for the repairs.

If you notice or experience a problem with the septic system or the operation thereof, we ask that you please notify Park Management immediately so that we can remedy the situation.

If your trailer has a holding tank, the proper chemicals must be used to efficiently break down the solids, not only chemicals that deodorize.

As in any septic system, there is always the possibility of a back-up. For this reason, we strongly recommend that you install an anti-backup sewer valve on any trailer that is not equipped with a holding tank. If your trailer has a holding tank, you should close all black water and grey water valves before leaving the Park to help prevent any back-up into your trailer. The Park will not be held responsible for any damages caused by a sewage back-up.

15. **WELL WATER:** The Park is serviced by several communal wells which service several lots within the Park. Residents are not permitted to use well water for the completion of outdoor chores, including but not limited to cleaning of their car and cleaning of the trailer. Well water is not to be used to water the grass or any plants on the Lot. Only one exterior hose is permitted per Lot.
16. **HYDRO:** Hydro consumption for each individual Lot is metered separately and invoiced to the Residents monthly. If any lights or electronics are left on in the trailer for an extended period of time and Park Management has a key to the trailer, Park Management has the option of entering the trailer to turn the lights and/or electronics off. If any lights or electronics are left on in the trailer for an extended period of time and Park Management does not have a key to the trailer, Park Management has the option of turning off the hydro supply to the Lot.
17. **OUTDOOR REFRIGERATOR:** All Outside Refrigerators and/or Freezers must be placed in a vented and secured shed on the Lot.
18. **GARBAGE:** All household garbage must be properly bagged, tied and disposed of at the designated garbage station. Any diapers, dog waste or rotten meat must be placed in the fish garbage container as made available in the Park for Residents' use. We ask that you sort and deposit recyclables and paper and cardboard in proper bins as shown on signs posted above bins.

All other articles and waste (ie construction material, furniture, scrap metal, non household garbage, etc.) are to be taken out of the Park by the Residents, their visitors or family members at the Residents' own expense and shall not be left at the garbage station. If any Residents, their visitors or family members are caught disposing of anything other than household garbage at the garbage station, the Residents occupying that Lot will be charged for the cost of having said garbage removed from the Park.
19. **YARD WASTE:** No dumping or piling of ashes or yard waste is allowed in the Park. Residents are to place all yard waste in the designated area.
20. **CLEANLINESS OF LOT:** Lots must be kept neat and trimmed at all times. The Residents are responsible for keeping the grass on the Lot cut and clean. Anyone wishing to arrange for grass cutting can do so at the main office. Neglected grass will be cut by Park Management at the Residents' expense. (\$10.00 per cut). Residents are reminded to remove any unsightly clutter around or under the trailer and

to remove any laundry that has been hung up once it has dried. A fee will be charged if Park Management has to clean up the Lot.

21. **CAMPFIRES:** Campfires are only permitted within the firepit(s) provided on the Lot in designated areas or in an approved outdoor fireplace. Any fire must be attended by an adult at all times and must be properly doused with water and extinguished at the end of each night. No Residents, their visitors or family members are permitted to scavenge wood, twigs or sticks from anywhere within the Park for the purposes of being used as firewood or for any other purpose. Due to invasive insects and diseases that can exist in firewood, no firewood is allowed to be brought into the Park under any circumstances. Firewood will be available for sale at the site office during office hours.
22. **ALCOHOL:** Residents are only permitted to consume alcohol within of the boundaries of their Lot. Residents are not permitted to have open alcohol or to consume alcohol in the communal spaces, on the beach, or in the vicinity of the playground facilities.
23. **FIREWORKS:** Due to local by-laws and concerns of Park liability, no fireworks or firecrackers are permitted anywhere within the Park. Use of fireworks or firecrackers within the Park limits are strictly forbidden.
24. **FIREARMS:** NO firearms or ammunition are permitted in the Park at any time. Any Residents or visitors in possession of firearms or ammunition will be asked to leave the Park.
25. **COTTAGES:** **This clause applies only to Cottage rental Lots.** Residents can check in to the Cottage as early as 2:00 p.m. on the day of arrival and must be checked out by 10:00 a.m. at the latest on the day of departure. The fee for renting a cottage is based on one family (up to four Residents) occupying the cottage. Additional Residents are permitted to occupy the cottage with Park approval at an additional charge of \$10.00 per additional person per night. Additional fees may be charged for cottage rental over a holiday weekend. An additional fee will be charged to visitors. Visitors are only permitted to stay a maximum of three nights.

All of the Cottages in the Park come with a well equipped kitchen (i.e. coffee maker, dishes, pots and pans), a three-piece bath, fridge, stove, and heater. Residents are asked to respect the furniture and appliances provided by the Park. Residents are not permitted to bring any barbeques, hibachis or any other cooking devices into the cottage without Park approval. Residents are asked to contact Park Management immediately if they experience any issues with any of the appliances in the cottage. If any part of the cottage, the furniture and / or appliances provided by the Park should sustain damage or be destroyed during the Residents occupation of the cottage, the cost of repairing or replacing said damage or destroyed items shall be charged to the Residents. Any such charge must be paid by no later then September 1, 2016 or the Residents will not be permitted to re-attend the Park the following season.

Residents are responsible for bringing their own linens, towels, paper products, and food to the cottage. Residents are required to remove all personal possessions, debris, garbage and food from the cottage before check out. Residents are requested to leave the cottage in a clean and broom swept condition prior to check out. If the cottage is left unclean and Park Management is required to enter the cottage and clean it, Park Management shall have the option of charging an additional fee to the Residents. If any personal items, garbage or debris are left in the cottage, they shall be removed and disposed of by Park Management at the Residents expense.

Visitors are not permitted to occupy the cottage unless at least one Resident is present. There is no smoking in the cottage. Residents are not permitted to let any wildlife into the cottage.

26. **CAMPING LOTS:** **This clause applies to Camping rental Lots only.** The rental fee is for one sleeping unit only. The sleeping unit shall only contain at maximum 2 adults and 2 children, unless otherwise approved by Park Management. More than one sleeping unit is permitted per lot with Park approval. Electric heaters and air conditioners are available at an additional fee.
27. **CHILDREN:** The Residents are responsible for the action and safety of their children, their visitors' children and their minor family members. Children must be on the same Lot as their parent(s) or under direct parental supervision after dark. If there are children in the trailer there must be at minimum one adult staying in that trailer. Children below the age of eight are not permitted to use any of the playground facilities or games without direct adult supervision. Children below the age of twelve are not permitted on the beach or any other water sources (i.e. streams, ponds, etc.) without direct adult supervision.
28. **VISITORS:** Residents must ensure that their visitors register and pay at the Park main office upon arrival. Visitors must pay a daily fee of \$3.50 per adult and \$2.50 per child under the age of 12 for a day visit in the Park. Any visitors staying overnight in the Park must register as an overnight visitor and an additional fee of \$7.00 per adult and \$5.00 per child under the age of 12 per night will be charged. Visitors must leave the Park by 11:00 pm unless registered as an overnight visitor. Overnight visitors must check out of the Park by 10:00 a.m. or a new daily fee will be charged. All visitor cars must be parked at the main office, not on the Lot. There will be a fee of \$5.00 charged for any visitor parking their car at the main office overnight. Residents are responsible for the action and safety of their visitors, and must acquaint their visitors with the Rules and Regulations of the Park.
29. **VISITORS:** **This clause applies to Trailer rental lots only.** If any visitors wish to use a trailer without the Residents present a fee of \$40.00 per day (per two people) will be charged. If a visitor wishes to stay for the season or visit repeatedly throughout the season, that visitor can pay a seasonal rate of \$200.00 per person permitted that the Park Management approves and permitted a Resident is present at the same time as the visitor. Overnight visitors who are not staying inside of the trailer sleeping unit will be charged a camping fee.
30. **PETS:** Residents pets are welcome within the Park permitted they do not interrupt other Residents' quiet enjoyment of the Park. Visitors are not permitted to bring pets into the Park unless said pet belongs to the Residents. Pets must be leashed at all times when outside the trailer and must be kept quiet at all times. Unleashed pets may be banned from the Park. Residents are responsible for cleaning up after their pets. All pet waste must be placed in the fish garbage container as made available in the Park for Residents' use. No pets are permitted on the beach or in the swimming area unless it is in the designated area. Residents are not permitted to walk their pets on neighbouring Lots, even if unoccupied.
31. **CARS / VEHICLES:** Upon arrival and check-in at the Park, the Residents shall provide their licence numbers as well as the type and make of their car. Residents are not permitted to conduct any repairs to their car anywhere within the Park. Residents shall not be permitted to park a car which is leaking fluids anywhere in within Park boundaries. The Residents shall be responsible for the proper environmental cleanup and restoration of any part of the Park necessary due to fluid leakage from their car or any car belonging to the Residents' visitors or family members.

32. **SPEED LIMITS:** The speed limit throughout the entire Park is 5 Kilometres (KM) Per Hour. Anyone driving within the Park is reminded to abide by the rules of the road and should respect that there are children present within vicinity of the roadways.
33. **DESIGNATED ROADWAYS / PATHS:** Residents are reminded to respect other Resident's privacy by not cutting through their Lots and to use the roads and pathways.
34. **BICYCLES:** Anyone riding a bicycle or motorized bike within the Park limits must obey the posted speed limits at all times without exception. For safety reasons, we require that all Residents, their visitors and family members wear all necessary protective gear stipulated by law. Bicycles and motorized bikes are to be ridden on paths and roads only. Under no circumstances are bicycles or any motorized bikes to be ridden on neighbouring trailer lots, on the beach, or within the vicinity of any other water sources (ie ponds, streams, etc.)
35. **LEISURE VEHICLES:** There are no golf carts, All-terrain Vehicles (ATVs), dirt bikes, mini-bikes, dune buggies or other off-road vehicles permitted in the Park.
36. **BOAT SLIP RENTAL:** Residents who have a boat have the option of renting a boat slip in the Park's boat harbour seasonally or for a set period of time (hereinafter referred to as the "Rental Period"), subject to availability. An additional fee will be charged for renting a boat slip for the Rental Period and that fee shall vary based on the size of the boat and the length of the Rental Period. Residents with larger boats and/or boat trailers will require Park Management approval. Visitors are not permitted to moor or park their boat in the boat harbour without Park Management approval. The boat must be removed from the boat harbour by no later than 5:00 p.m. on the last date of the Rental Period. If the boat remains in the boat harbour after 5:00 p.m. on the last date of the Rental Period, the boat may be removed from the boat harbour by Park Management at the expense of the boat owner. In the alternative, if the boat remains in the boat harbour after 5:00 p.m. on the last date of the Rental Period, Park Management may charge the boat owner a daily rental fee for each day the boat remains in the slip.

Any Residents interested in renting a boat slip the following season should advise Park Management of that interest prior to the end of the current season. The Residents full Lot Deposit of \$350.00 must be received by no later than September 1, 2016 in order to reserve a boat slip in the 2016 season. If Residents do not intend to rent a boat slip in the following season, their boat must be removed from the boat harbour before the end of the season or it will be removed by Park Management at the boat owner's expense.

37. **BOAT HARBOUR:** Residents are asked to respect the mutual rights of other Residents to utilize the boat harbour and not to block the boat harbour docks with personal materials, garbage or debris. Residents are not permitted to store any personal materials, debris or garbage on the boat harbour docks for any extended period of time.

Residents are not permitted to conduct any repairs to their boat in the boat harbour. If a boat requires repairs, it must be removed from the boat harbour and repaired outside of Park boundaries, unless otherwise approved by Park Management. If a boat is found to be leaking any engine fluids into the water, the Residents must remove the boat from the harbour until the source of that leakage can be fixed. Residents are responsible for covering the cost of redressing any leakage into the water from his / her boat.

Children below the age of twelve (12) must be accompanied by an adult at all times when on the boat harbour docks or in the boat. There is no fishing from the boat harbour docks unless it is in the designated area. There is absolutely no diving from the boat harbour docks nor is there any swimming permitted in or around the boat harbour docks. There is no smoking permitted on the boat harbour docks. There is absolutely no drinking of alcohol or carrying of open alcohol containers on the boat harbour docks or in the boat, even if the boat is moored to the dock.

38. **BOAT USAGE:** The speed limit for all boats is 10 kilometres (KM) per hour until the boat has cleared the boat harbour and the beach area. Anyone driving a boat within the boat harbour or in vicinity of the beach area must have in their possession a Pleasure Craft Operator Card. No one below the age of sixteen (16) shall operate a boat within the boat harbour or vicinity of the beach area, even if they have a Pleasure Craft Operator Card. No visitors shall use a Resident's boat unless accompanied by at least one Resident.

There must be enough personal floatation devices in the boat for each occupant in the boat to have his / her own personal floatation device. Children below the age of twelve (12) must wear his / her personal floatation device at all times when in the boat. All towables (inner tubes, water skis, wakeboards, etc.) must remain secured in the boat until the boat has left and cleared the boat harbour and the beach area. Upon returning to the boat harbour, all towables must be pulled in and secured within the boat before entering the boat harbour or vicinity of the beach area. Residents are not permitted to anchor their boat in the vicinity of the beach area nor are they permitted to enter the vicinity of the beach area. Residents are to be cautious when passing the beach area and keep an eye out for swimmers.

39. **BEACH:** The beach area is for the mutual enjoyment of all residents, so we ask that Residents be considerate of their fellow residents while enjoying the beach. We kindly ask that Residents not engage in any sports (football, soccer, volleyball, etc.) on the beach or in the water which will interfere with or obstruct other residents enjoyment of the beach or swimming area. There are no radios, stereos, iPods or other music devices permitted on the beach unless said music device is being used personally with the use of headphones.

Children below the age of twelve (12) must be accompanied by an adult at all times while on the beach or in the swimming area. Residents are asked to control their children, within reason, while they are on the beach or in the swimming area. We ask that if Residents or children engage in the digging of holes or trenches on the beach, that the Residents insure that said holes or trenches are filled back in prior to leaving the beach. Visitors are not permitted on the beach or in the swimming area unless they are accompanied by at least one Resident of the Park.

Residents are asked to assist in keeping the beach and the swimming area clean. As such, Residents must remove all personal items, garbage and debris from the beach and swimming area prior to leaving the beach. No pets are permitted on the beach or in the swimming area unless it is in the designated area.

We ask residents to keep in mind that this is a family beach and govern themselves accordingly. No nudity is permitted on the beach or in the swimming area. There is no smoking permitted on the beach. There is absolutely no drinking of alcohol or open alcohol containers permitted on the beach.

40. **PLAYGROUND FACILITIES:** Any Resident or visitor using the playground facilities do so at their own risk. Children below the age of eight using any of the playground facilities must be supervised by an adult at all times. Children under the age of twelve are not permitted to use the shuffleboard or horseshoe equipment unless supervised by an adult. Visitors are not to be using the playground facilities unless attended by a Resident of the Park.
41. **COMMUNAL SPACES:** The designated communal areas are for the enjoyment of all Residents. As such, we ask that Residents using the communal areas be respectful of any other Residents, their visitors and family members who are using the communal areas. Residents are asked to clean up and remove any mess they have made before leaving the communal area. Visitors are not permitted to use the communal area unless attended by a Resident of the Park. Any Residents who are interested to book a communal area for private events should contact Park Management. A fee of \$ 25.00 per hour will be charged up front for any private use of a communal area.
42. **TREES / SHRUBS:** No Residents, their visitors or family members shall be allowed to cut or deface any trees or shrubs (whether dead or alive) within the Park boundaries. If Residents are experiencing an issue with a tree or shrub they should contact Park Management about removing said tree or shrubs, etc.
43. **DAMAGE TO PARK:** The beauty of the Park is to be enjoyed by all of the Residents. As such, Residents are instructed not to damage, vandalize or destroy any part of Park property. Residents will be held responsible for any damage or vandalism they have caused or which is caused by their children, their visitors, or family members.
44. **SALE OF A TRAILER:** **This clause only applies to Trailer rental Lots.** Any trailer is being sold in the Park must be listed with Park Management. A 5% commission will be charged to the selling party regardless of who sells the unit. All purchasers of trailers that wish to become a seasonal Resident of the Park must be approved by Park Management before the trailer is sold.
45. **SUBLETTING OF LOT:** No Residents shall assign or sublet their Lot without the Park Management's prior written consent.
46. **RIGHT TO AMEND, CHANGE OR ADD TO RULES:** Park Management reserves the right to make any changes, amendments or additions to the Park's Rules and Regulations which they deem necessary. If Park Management should make any such changes, amendments or additions to the Rules and Regulations, the Park Management shall post a notice of the changed, amended or added rule at the main office and shall provide all Residents with a copy of the modified Rules and Regulations. The changed, amended or added rule shall not take effect until one week after notice of the change, amendment or addition has been posted at the main office, unless otherwise stated by Park Management.
47. **RIGHT TO ENFORCE RULES / EVICT:** Park Management reserves the right to evict anyone not abiding by the rules. Only one warning for violation of the rules will be issued. If the problems persist, the person or persons responsible will be asked to leave the Park. Park fees are non-refundable under any and all circumstances, unless otherwise stated in writing by Park Management.

Last modified: 15 March 2016

Somerset Cottages & Trailer Park assumes no responsibility to any person within the Park boundaries for loss of person or property, whether loss through fire, theft, collision, vandalism, or any other reason. Somerset Cottages & Trailer Park will not be held responsible for any accidents or injuries, however caused, while you and your visitors are on the premises of Somerset Cottages & Trailer Park. You are responsible for you and your families safety. If you see something that needs our attention, please notify Park Management.

Information on this material is provided as a public service by Somerset Cottages & Trailer Park. We cannot guarantee that all information is current or accurate. Users should verify the information before acting on it. Although we make every effort to ensure that all information is accurate and complete, we cannot guarantee its integrity. The use of this material is subject to the following terms and conditions and constitutes the user's agreement to those terms and conditions. Information on this material is provided by management solely for the user's information and it is provided without warranty, guarantee, or responsibility of any kind, either express or implied. Somerset Cottages & Trailer Park and its employees will not be liable for any loss or damages of any nature, either direct or indirect, arising from use of the information provided on this material or information provided at any other site that can be accessed .