

# REGULATIONS

For

Spider Lake Springs Campground

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## REGULATIONS

### CAMPGROUND REGULATIONS

The following Rules and Regulations apply to and shall be binding upon all persons who are permitted access to the Spider Lake Springs Resort. These regulations are designed to meet the legal requirements of the Provincial and Regional by-laws that cover the running the resort, and to provide for a safe and enjoyable environment for all campers. These regulations are subject to review and amendment by the Board of Directors on a regular basis. Revised issues of the Regulations will be posted on the Associations Web site.

#### Section 1. Definitions

##### **Definitions used in these regulations:**

**“Assessment Fee”** the resort incurred costs and assessed penalties to rectify regulation infraction(s)

**“Association”** the Spider Lake Springs Campers Association also referred to as “the Campers Association” or “SLSCA”.

**“Board”** the duly elected Board of Directors of the Association.

**“Campground office”** the main office at Spider Lake Springs Campground.

**“Campground Manager”** the individual hired by the Association to manage the operations of the resort; and, in the event no individual has been hired to fill this position, the Management Committee of the Board.

**“Camping Unit”** any Recreational Vehicle which is connected to site water, sewer, or hydro services, or any tent which is used as the main camping accommodation on a campsite. A Camping Unit shall not be greater than 12.2m (40’) in length, 2.6m (8.5’) in width, and 4.1m (13.5’) in height. Wheels and hitches may not be removed from Recreational Vehicles. All Recreational Vehicles must be capable of being moved at all times and may not be permanently affixed to a campsite. All Recreational Vehicles must be situated on a campsite in such a manner as to permit reasonable access for connection and removal of the Recreational Vehicle from the campsite. All Recreational Vehicles must be in operating condition and capable of being operated or towed on a Provincial roadway or highway as regulated by the Ministry of Highways and Transportation Motor Vehicle Branch

**“Common area(s)”** all of the property and facilities which comprise the Spider Lake Springs Resort that are not designated as campsites for the exclusive use of the License Holders and, without limiting the generality of the foregoing, includes all roadways, walking paths, playing fields, recreational areas, ponds, pond banks, washroom facilities, laundry facilities, tennis

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courts, the waterslide, the recreational clubhouse, garbage recycling facilities, sewage facilities, water system, the store, and the campground offices.

**“Company”** Spider Lake Springs Holdings Inc. (SLSHI).

**“Director”** any one of the duly elected directors of the Board of Directors

**“Enforcement Committee”** a committee designated by the Board of Directors to enforce these regulations. Some of the enforcement of these regulations may be designated to the Park Manager.

**“Fixed Improvement”** includes all construction and improvements, buildings, and other structures that are permanently affixed or attached to the Lands of the Resort, including designated campsites. A permanent attachment includes buildings with concrete foundations or floors and any construction, other than fences, where support posts are embedded or cemented into the ground, and any similar structures. Fixed Improvements form part of the Lands and ownership of the improvement passes to the Association once they are affixed to the Lands.

**“Guest”** is a person invited by a License Holder to participate in the use of the License Holder’s designated campsite and the Resort’s common property for one or more overnight stays.

**“Immediate Family”** includes children, spouses of children, grandchildren, siblings, and parents of a License Holder.

**“Improvements”** all additions and structures added to or placed upon a designated campsite by a License Holder and include landscaping, fences, patios, picnic tables, decks, gazebos, storage sheds, or any other structures built or erected upon such designated campsite.

**“Infraction notice”** written notice from the Board to camper outlining infraction of regulation and associated consequences or assessment fees.

**“Leaser”** is an individual who enters into a Lease Agreement with a License Holder.

**“License Holder”** Unless otherwise specifically excepted in these Rules and Regulations, a License Holder shall include:

- a. One or more individuals or corporations who/which purchase an undivided 1/310 beneficial interest in the Lands of the Company (SLSHI); and who holds a Class “B” voting common share in the Capital Stock of SLSHI; and who has been issued a License to Occupy a designated campsite by the Campers Association; or,
- b. One or more individuals or corporations who/which purchased an undivided 1/310 beneficial interest in the Lands of SLSHI; and who holds a Preferred-Non voting share in the Capital Stock of the Company (SLSHI); who have paid for their undivided interest in full and who is not otherwise in breach of their original Agreement to Purchase; or,
- c. The holder of a Temporary Permit to Occupy as hereinafter defined.

**“License to Occupy”** is a written document issued to a License holder.

**“License to use”** a campsite is a by-product of a person/corporation’s written contract to buy a Preferred Share in the Capital Stock of the Company (SLSHI). As these Agreements contain no specific terms or rights of occupancy, the license to use is extended by implication and is honored by the Camper’s Association provided the Preferred Shareholder has paid all assessments, taxes, and other levies such as hydro, and remains in compliance with all the Rules and Regulations. The license to use is only recognized provided the original Agreement to Purchase is in good standing and has not been breached or otherwise terminated.

**“Member”** is an individual who holds a valid and current membership in the Spider Lake Springs Campers Association.

**“Occupant”** is an individual who occupies any campsite in the Resort, and includes License Holders, their immediate family, guests, visitors, and sub-licensees who are Leasing the campsites the License Holder.

**“Quiet time”** is the hours between 11:00 p.m. and 9:00 a.m. the following day.

**“Recreational Vehicle”** a moveable vehicle licensed or capable of being licensed under the Motor Vehicle Act and used for camping or recreational purposes and includes motorized Recreational Vehicles, motor homes, truck campers, 5<sup>th</sup> wheel trailers, camperized vans, camping trailers, tent trailers, and park model trailers, all of which must be constructed to Recreational Vehicle Association Standards.

**“Regional District or RDN”** the Regional District of Nanaimo

**“Lease Agreement”** is an agreement between a license holder and a third party pursuant to which the License Holder leases or sub-lets his/her designated campsite to the third party.

**“Resort”** Spider Lake Springs Resort, which is operated by the Association.

**“Set back”** is the minimum distance that any Camping Unit, Sleeping Unit, or any campsite improvement may be located from any roadway, property boundary, or watercourse, as set by the RDN By-law 500 and the regulations to it.

**“Site Service Fee”** is a fee charged for staff to attend the site for maintenance or clean up. It does not include the actual cost of labour or machinery to perform the task

**“Sleeping Unit”** A Sleeping Unit shall not be greater than 5.5m (18’) in length, 2.6m (8.5’) in width, and 4.1m (13.5’) in height. A sleeping unit:

- a. must not be connected to campsite services, and in particular the water, sewer, or hydro meter;
- b. must not be a permanent structure nor shall it be situated on a permanent foundation;
- d. will be removed upon receipt of a written request of the Board of Directors in the event the Regional District of Nanaimo deems that its being located on the

- campsite is in contravention of the RC3 Zoning or any other by-law regulating use of the lands or health;
- e. must not be used for cooking or camping activities other than sleeping;
  - f. electrical services to Sleeping Units may be connected by a portable extension cord from the main camping unit.

**“Structure”** is any building or improvement greater than 0.6meters or 2 feet in height constructed on a designated campsite made of wood, metal, fiberglass, or similar material and includes but is not limited to decks, sunshields, and temporary buildings.

**“Temporary Permit to Occupy”** a permit given a License Holder who will be absent from his designated campsite and wishes to designate occupancy of his designated campsite to an immediate family member or repetitive guest.

**“Vehicle”** Any motorized vehicle that is licensed to be driven on public property, Including, but not limited to Automobiles, Trucks, Motorcycles and Recreational Vehicles.

**“Visitor”** is an individual who has been granted access to the Spider Lake Springs Resort either at the invitation of a License Holder or by permission from the Association on a casual or occasional basis for the purpose of business, providing services to a License Holder, or for short term social visits but not including overnight stays.

**“Weapons”** include, but are not limited to, firearms of any sort, pellet or air guns, bows and arrows, spears and knives. Knives that are used for food preparation, eating, and belt utility knives with a folding blade not in excess of five (5) inches are not considered to be weapons and are permitted.

## **Section 2. Access To The Resort**

- 2.1** The Camper’s Association is also controlled by a Board of Directors elected or appointed annually from amongst its members. It is this Board of Directors which annually determines the assessments to be levied, administers occupation of the campsites, sets Rules and Regulations for operation of the Resort, hires and manages staff, and the like. In short this Board of Directors controls the day-to-day operations of the Resort. One may compare the Resort to a community where the Directors of the Camper’s Association fulfill the role typically held by municipal councilors
- 2.2** Access to and egress from the Resort for all persons shall be by the security gate only.
- 2.3** Access to the Resort is restricted to the License Holders, Temporary Permit Holders and their immediate family members, and invited guests and visitors only.

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- 2.4** The License Holder must complete an Owner Information Sheet annually, which must list the full names of all immediate family, and repetitive guests who have permission to access the License Holder's designated campsite and all vehicles accessing the park. Failure to submit this form before April 30 could result in your gate card being cancelled. Other guests must be registered at the Campground Office.
- 2.5** Up to three gate access cards per campsite will be made available to each License Holder for a fee.
- 2.6** All vehicles entering the Resort, other than those owned by service personnel and day-visitors must have the name of the registered owner and the vehicle license registered with the campground office.
- 2.7** No vehicle will be granted access unless the operator of that vehicle is in possession of a gate access card or is admitted by a License Holder who is in possession of a gate access card. . Staff will not admit any vehicles belonging to License Holder's, their immediate families, and guests to the Resort after normal office hours
- 2.8** Each License Holder is responsible to make arrangements to meet his/her visitors and guests at the campground gate and to escort them to the office for registration, if not already pre-registered, and then to the License Holder's campsite.
- 2.9** The intercom connection to the gatekeeper is for campground business and/or emergency access only. It is not to be used outside of normal office hours unless for an emergency.
- 2.10** Individuals claiming to have lost or forgotten their gate access card will not be admitted to the Resort after regular business hours when staff is not available to check and verify their right to access. In such case the person or persons will be required to park off-site and walk into his/her campsite. Any such person may attend at the business office when next open, and, provided they are entitled, may obtain a new gate access card for the prescribed fee.
- 2.12** No person entering through the main gate shall permit following vehicles to enter after them unless the vehicle following contains guests or family members of the person entering. All persons are asked to stop when just through the gate and wait for the gate to close before proceeding. Following vehicles must use their own gate card for the gate control computer to register their attendance on the campground.
- 2.13** No person exiting the Resort gate shall permit entering vehicles unless they clearly show that they have used their access card to register their entry to the campground. If the incoming vehicle operator has not clearly shown his/her use of a gate access card, the operator of the vehicle exiting is asked to block the entry lane and politely inform and discuss entry requirements with the party attempting entry. Wait for the gate to close before proceeding.

- 2.14 All persons witnessing violations of these rules are asked to report any vehicles or persons that openly violate access procedures to the business office.
- 2.15 Any other visitor or guest that will remain in the Resort after sundown must be registered with the business office at the first opportunity that the office is open following the entry of any such vehicle to the Resort

### **Section 3. Fees And Assessments**

- 3.1 The costs of operations and maintenance of the campground, plus general taxes for the campground Lands and common area improvements, plus a small surplus for a contingency fund, are allocated as an Annual Maintenance Fee. The right of occupancy of any License Holder is conditional upon the Annual Maintenance Fee, which is assigned to the designated campsite, being paid.
- 3.2 Maintenance fees are due by no later than April 30<sup>th</sup> of each year. Late fees are subject to a late payment penalty of \$100.00, plus interest, from May 1<sup>st</sup> until the payment date. Late fee interest will be accrued at a rate set periodically by the Board of Directors.
- 3.3 In the event of a License Holder being in default of Maintenance fees for three (3) years, the License Holder will forfeit their right of occupation and their Share in SLSHI. Their Share, in SLSHI, will then be sold. and All outstanding debts to the Association including but not limited to legal fees, outstanding maintenance, hydro, and assessment fees will be deducted from the sale of the share. All proceeds remaining after the aforementioned costs have been deducted will be dispersed to the former shareholder.
- 3.4 Each License Holder is also responsible for any additional taxes that may be levied by the Assessor of Taxes against individual campsite improvements. These taxes are also payable by April 30<sup>th</sup> and must be paid by that date. Unpaid additional taxes are subject to the same conditions and penalties as unpaid Annual Maintenance Fees.
- 3.5 Each License Holder is responsible to pay fees for hydro usage assessed by the Association. Payments are due within 30 days of the date of notice. Late payments are subject to a \$25.00 late payment penalty plus interest at 1% per month from notice date until payment date. Payments, penalties, and interest outstanding at December 31<sup>st</sup> will be added to the following years' Maintenance Fee Assessment. In the event a License Holder's account for hydro is overdue by more than 30 days, hydro to their campsite will be turned off, and will not be turned back on until full payment of hydro assessment is paid, in addition to a reconnection fee.
- 3.6 The following additional fees may be levied where appropriate or authorized in these regulations.:

- a) Reactivate hydro \$25.00
- b) Reactivate gate card \$20.00
- c) Re-issue gate card \$20.00
- d) Site service fee \$100.00
- e) Labour \$100.00 per hour or portion thereof
- f) Equipment as determined at time of use.
- g) Freedom of information Requests \$50.00 per hour, \$.25 per page for copying and any incurred traveling expenses

## **Section 4. Campsite Occupancy**

- 4.1** No campsite shall be occupied by any person or persons who do not hold:
- a. A current valid License to occupy;
  - b. A Lease Agreement with a License Holder;
  - c. A Temporary Permit to Occupy issued by the Campers Association to occupy the campsite in question. Any person or persons found to be in breach of this Regulation will be removed from the campsite immediately, and if not otherwise authorized, from the Resort area.
- 4.2** No License Holder may utilize his/her designated lot for recreational purposes outside the designated period commencing April 15<sup>th</sup> to October 15<sup>th</sup> in any year. With the exception of attending for short periods not exceeding three (3) days during the non camping season for purposes of inspection, repairs or modifications to camping units and site improvements or for other similar non-camping activities.
- 4.3** No License Holder shall have more than one Camping Unit and one Sleeping Unit at any time on each campsite for which he holds a valid License to Occupy. Manufactured homes, mobile homes (except for park model trailer units), relocatable homes, relocatable buildings, or modules and the like are specifically prohibited from the campground.
- 4.4** Setbacks: no Camping Unit or Sleeping Unit shall be located any closer than 3m (10') from any campground roadway. In instances where this is not feasible due to the campsite layout, the Campers Association will permit Camping and Sleeping Units to be located so that both the unit and the main access door are as near to the minimum 3m (10') road as may realistically be possible. In no instance may any part of a camping or sleeping unit, or their accessories, be closer than 0.3m (1') from a campsite border.
- 4.5** License Holders are responsible for ensuring the proper maintenance, including exterior condition and cleanliness, of any Camping or sleeping unit
- 4.6** Perimeter skirts fitted to the Recreational Vehicle must be readily removable. All perimeter skirting must be finished in an aesthetically pleasing manner that reasonably complements the Recreational Vehicle's appearance and general campground ambience.

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In the event of any complaint as to whether the perimeter skirting meets these standards, the decision of the Board shall be final and binding on all parties.

- 4.7** Any visiting Recreational Vehicle that is owned by a License Holder's Guest and intends to remain in the Resort for a period not to exceed a cumulative period of 21 days in any calendar year may be positioned within the License holder's site and must meet the requirements of a sleeping unit with the exception of length.
- 4.8** The Association recommends each License Holder should individually assess their own personal requirements for coverage and carry adequate and appropriate insurance coverage to cover loss or damage resulting from damage to property, fire and third party liability coverage holders of their own personal property.
- 4.9** No campsite shall be occupied by any person other than the License Holder, his/her immediate family members, his guests, and leaser. Any other persons must be listed on a Supplement to the License to Occupy, which shall be filed in the Association office. All Leasers must have a copy of their Lease Agreement on file with the Association office and their immediate family members and Guests must be listed on a Supplement Sheet to their Temporary Permit to Occupy.
- 4.10** Up to four (4) of repetitive guests per camping season can be listed on the Supplement to the License to Occupy in order to avoid repeat registrations.
- 4.11** Any person who is not listed on a Supplement to a License to Occupy will be considered to be a visitor or a Guest. All visitors and guests must register at the Campground office upon entry to the Resort. No visitor or guest will be permitted access to the Resort or allowed to camp on a Resort property unless the License Holder who has invited the visitor or guest to the Resort is in occupation in his/her designated Campsite.
- 4.12** No License Holder will permit any person under the age of nineteen (19) years to occupy a campsite unless that person is under the direct supervision and control of the License Holder who must also be in occupation of his/her designated campsite.
- 4.13** The License Holder shall be fully and solely responsible for ensuring that the License Holder's immediate family, visitors, and guests comply with all Association Regulations. The License Holder or Temporary Permit Holder shall be held responsible for all damage to property, injury to persons, or penalties assessed as a result of any act or failure to act of any member of the License Holder's immediate Family, his visitors, guests and Leasers.
- 4.14** A License Holder in breach of any Regulation with respect to occupancy License will be subject to an Assessment fee at the discretion of the Board. In the event any License Holder is charged with three infractions in any one camping season, the License to Occupy, license to use or Temporary Permit to Occupy and right of access to the Resort will be suspended indefinitely. In the event the License to Occupy or License to use is reinstated and suspended a second time, the License to Occupy or license to use will be

permanently suspended and the License Holder's interests in the Resort and SLSHI will be sold by the Association.

- 4.15** Any License Holder will be given ten (10) full calendar days written notice from the Directors to remove any Camping or Sleeping Unit that is not in compliance or to remedy the status so that the Unit is in compliance with this regulation. In the event the unit is not removed or brought into compliance within ten (10) calendar days, the Association shall have the right to access the License Holder's site for the purpose of removing any non-compliant unit and the License Holder will be billed for any costs associated with the removal and offsite storage of any non-compliant unit.

## **Section 5. Campsite Utility Services**

- 5.1** Water and sewer services at the Resort are only available to the campsites from April 15<sup>th</sup> to October 15<sup>th</sup> each year
- 5.2** No Alterations are to be made to the Water, Sewer or Electrical services on a campsite without the written approval of the Building committee or Park Manager.
- 5.3** Proper operation of the sewage plant and septic system requires that:
- a. No toilet paper other than that designed and labeled as safe for septic systems shall be placed in the sewage disposal system.
  - b. No person shall dispose of paper towels, facial or other tissues, newspaper, cloth materials, disposable diapers, feminine napkins, chlorine products, petroleum based products, antibacterial products, or other foreign materials in the gray or black water systems of a Camping Unit where they may enter the Resort's sewage system
  - c. A License Holder shall be responsible to ensure that the drain valves of holding tanks in the Camping Unit remain closed at all times except for a few minutes during draining. If holding tank drain valves are left open the local campground sewage system may be vented through the RV vent and sewer smells, and potentially dangerous methane gases, may result. P-traps in the drain hose are not an acceptable alternate to closed drain valves
- 5.4** Well capacity and potable water distribution capacity at the Resort is limited. Water must be conserved, especially during dry periods. Water use is limited to an average of 225 liters (50 gallons) per day per campsite. Sprinkling on sites is restricted to periods between 8:00 p.m. and 5:00 a.m. and may be totally restricted at the discretion of the Directors of the Association
- 5.5** The water service to a Camping Unit shall be turned off whenever a campsite is unoccupied
- 5.6** Electrical services are provided to the Resort by BC Hydro, which bills the Association. Power is then provided to each designated campsite and metered so that each License Holder may monitor the amount of power he/she is being charged for. All campsites must have a working power meter.

- 5.7** Electrical service to each campsite is rated for 120volt 30 amperes maximum. The maximum allowable steady state current draw must not exceed 80% of rated, or 24 amperes. License Holder's are cautioned that the use of electric water heaters, electric space heaters, or air conditioner units can exceed the steady state load limits and the License Holder shall be responsible to ensure that excess loads are not drawing from his/her system. If there are problems with the electrical service to a campsite that are attributable to excessive load, the costs of any services and/or repairs will be charged to the License Holder.

## **Section 6. Campsite Improvements, Landscaping, and Structures**

All permanent structures may be considered by the Regional District of Nanaimo to be non-conforming, and may be required to be taken down and removed by order of the RDN at any time, regardless of improvements being "approved" by the Association's Board of Directors.

- 6.1** All improvements made to any designated campsite and the maintenance of them are the responsibility of the License Holder and must be in compliance With Nanaimo Regional District Bylaw 500. All improvements shall be planned, constructed, finished and maintained in a manner that is safe and complements the general ambience of the overall campground. General ambience of the campsite requires that all improvements be of soft, neutral coloring in shades of brown, green, or white only}. Any License Holder in violation of RDN Bylaws or Regulations will be responsible for all costs incurred, both by the License Holder, and the Association, in bringing his/her designated campsite in to compliance.
- 6.2** All structures must have prior written approval from the Building committee before construction begins and must be inspected by the building committee on completion to ensure compliance with the approved construction regulations. At any time during or after construction the improvements are deemed to be in contravention of the Campground Regulations, the Park Manager is authorized to order a stoppage of work, or that the completed improvement be restored to guidelines as defined in these Regulations.
- 6.3.** Improvements constructed or located on a designated campsite shall be limited to:
- |  |                                |
|--|--------------------------------|
| a. Patios.                             | g. Fences                      |
| b. Decks                               | h. Landscaping or garden areas |
| c. Sunshields                          | i. Portable picnic tables      |
| d.. Storage Sheds                      | j. One approved fire pit       |
| e. Gazebos                             | k. Permanent Trailer coverings |
| f. Temporary dining tents and awnings. |                                |
- 6.4** All hedges whether of natural vegetation or vegetation introduced to the campsite shall be maintained in a neat and orderly condition and trimmed so as not to exceed 1m (4') in height in a campsite's visibility zone and 2m (8') in height on the rest of the Campsite.
- 6.5** For safety reasons a Visibility zone at the front of each designated campsite shall be kept clear so that drivers of vehicles on the roadway can see the pedestrians or vehicles exiting a campsite, and that persons or vehicles exiting a campsite can see persons or vehicles on

the roadway. The License Holder is responsible for trimming common ground vegetation (except trees) that may exist in the visibility zone. No structures or campsite improvements shall be located in the visibility zone.

- 6.6** No person may remove or cut down any tree on the Resort's common property with the exception of the Resort's maintenance crew. Trees larger than 0.1m (4") in diameter on any designated campsite shall not be cut, trimmed, or removed from campsites without approval of the Directors or the Campground Manager. In the event it is necessary to cut and remove any such tree, the Resort staff will arrange to complete the work and shall have access to private campsite to complete this work. In the event a License Holder wishes to have a tree on his/her designated campsite removed for aesthetic reasons, he/she must make a written request to the Association through the Resort Office and, where necessary, pay a deposit sufficient to cover the costs of removal and disposal of the tree(s) in question.
- 6.7** No License Holder shall construct a retaining wall on his/her designated campsite in excess of 0.6m (2') in height without the approval of the Board. The License Holder of adjoining lots will be notified and their input solicited prior to approval being given.
- 6.8** No satellite dishes larger than 0.6m (2') diameter shall be erected on a designated campsite. All satellite dishes must be erected in such a manner so as not to impede the view from an adjacent campsite.
- 6.9** No License Holder shall erect or build structures on his/her designated campsite where the total footprint of the structures including decks, gazebos, and sheds exceeds the lesser of 40m<sup>2</sup> (430 ft<sup>2</sup>) or 10% of the campsite area as determined by the measurements indicated on the official campground map.
- 6.10** All camping units, sleeping units, and structures except for fences must be set back a minimum of 8m (25') from the outer perimeter lot lines of the Resort's property
- 6.11** The Regional District of Nanaimo has established minimum setbacks from watercourses such as streams and ponds on the property. A copy of the RDN Watercourse Setback Regulations is available in the Business Office. The setback distance varies but is in the order of 15m (50') from the edge of ponds or 9m (30') to 18m (60') from center of streams. License Holder's of designated campsites located adjacent to ponds and streams are responsible for familiarizing themselves with any setback requirement pertaining to their designated campsite. Any structure or Recreational Vehicle located in the Regional District's setback zone will be so placed at the License Holder's risk. Any such structure could potentially be required by the RDN to be relocated in compliance with the Watercourse Setback Regulations and should this occur the relocation shall be made and at the License Holder's expense.
- 6.12** The License Holder shall be responsible for the proper and safe design and construction of the structural and support aspects of all structures and patios erected or constructed on his/her designated campsite. No comment, direction, or approval to consent made by Association Directors or staff shall be construed as design or engineering approval for the structural or support aspects of a structure.

- 6.13** No poured concrete, asphalt, or masonry construction is permitted on a campsite.
- 6.14** Exterior surfaces shall be finished in natural wood or a suitable aesthetically comparable material. Metal and vinyl finishes to structures are discouraged but are permitted provided they are aesthetically suited to the general ambience of the campsite and are properly maintained.
- 6.15** All portions of structures and patios shall be contained within the lot lines of the campsite and meet the setback requirements
- 6.16** No License Holder shall build or erect any structure that extends over any Camping Unit, or Sleeping Unit. Add-on Recreational Vehicle roofs that are fully attached to and supported by the Recreational Vehicle are permitted provided they are aesthetically suitable and provided the resulting unit remains capable of being moved, is licensable, insurable for highway use and remains within the dimensions in the definition of the unit..
- 6.17** No structure situated on a designated campsite, other than one storage shed, shall be fully enclosed. Doors are not permitted on decks or gazebos. All sidewalls shall be fully or partly open.
- 6.18** Decks, gazebos, and like structures:
- a. Shall have spacious, open walkways to enter from the campsite;
  - b. The side of a deck that adjoins a Camping Unit shall be fully open not attached to the camping unit and shall not limit access to any portion of the side of the RV unit;
  - c. The other sides of decks, and all sides of gazebos, shall be of open, see-through construction except that “privacy walls” may be utilized to an elevation of the lesser of 1.2m (4’) above finished grade or 1m (3.3’) above the deck surface;
  - d. Decks shall have safety railings (or sides) at any location where the deck surface exceeds 0.6m (2’) above surrounding grade;
  - e. The roof of a gazebo, and the sunshield above a deck if so equipped, shall be structurally supported in such a manner and with sufficient structural strength to resist wind, rain, and snow loads;
  - f. Decks shall not exceed 30 sqm (330 sq ft) in area. Decks fitted with sunshield roofs shall ensure that the overhang does not exceed 0.3m (1’). If a deck has a structurally supported sunshield, then no more than 80% of the open area above the privacy walls and below the sunshield may be fitted with screening, clear glass, plexiglass, or the equivalent as a wind/rain shield provided a minimum of 20% of the area remains open.
  - g. Approved plans in non-compliance: Refer to article 10.15.
- 6.19** Storage sheds shall be for storage purposes only and shall not contain facilities or be used for cooking, sleeping, washroom, or a workshop used for any purpose other than for campsite maintenance. The footprint area of a shed shall not exceed 4.5m<sup>2</sup> (48ft<sup>2</sup>) with no wall longer than 3.6m (12’). The top of the finished floor of a shed shall not exceed

0.3m (1') from ground level, and the highest point on the roof shall not exceed 2.7m (9') above the surrounding natural grade at the shed entrance.

- 6.20** Fences shall be of wood construction and no higher than 1.2m (4'). Fences shall not extend beyond the campsite boundary lines.
- 6.21** No License Holder may install or keep a hot tub or above ground swimming pool on a designated campsite. Children's play/wading pools must be emptied when not in use.

## **Section 7. Campsite Maintenance**

- 7.1** Campsites must be properly maintained during the camping season. Proper maintenance means but is not exclusive to:
- a. all areas of a campsite that are visible from any adjoining campsite, or any common area, must be kept free of unsightly storage materials and be in a neat and tidy condition;
  - b. excessive grass and weeds must be kept trimmed;
  - c. Camping and Sleeping Units must be kept clean and in good exterior repair with no unsightly areas exposed to view;
  - d. all entryways and parking areas of campsites shall be kept free of vegetation;
  - e. open areas under patios and decks shall be maintained free of vegetation and combustible materials at all times.
- 7.2** Every License Holder shall complete a general clean up of his/her designated campsite prior to June 1<sup>st</sup> of every camping season.
- 7.3** In the event a License Holder fails to properly maintain his/her campsite, and the camping and sleeping units on the property, a warning notice shall be hand delivered, faxed, emailed or phoned by the Association to the License Holder who is in default. In the event the License Holder so notified fails to undertake and complete proper maintenance within 10 days the Resort staff will proceed with a cleanup. Should staff cleanup be necessary, the delinquent License Holder will be assessed the cost of the site service fee plus labour as defined in section 3.6 and the cost of any materials.
- 7.4** All tarps, temporary covers, and covers of any kind placed over the roofs of Recreational Vehicle's, Sleeping Unit's, or other structures, shall be totally removed and neatly stored in/on the designated campsite by the last day on the May long weekend. In the event such covers are not removed by the end of the long weekend in May, they will be removed by Resort staff at the site service fee and labour costs as defined in section 3.6 and storage will be assessed to the License Holder.
- 7.5** Temporary tarps or covers used for sunshade awnings or rain protection during the camping season shall be taken down and stored nearby on the designated campsite whenever the campsite is unoccupied and also during periods of high winds or storms.

- 7.6** Tarps or covers used for winter protection of Recreational Vehicle's or other improvements shall be of a suitably durable type and shall be secured in a manner which will prevent them from being blown away in the typical 100km/hr plus winds and heavy rains which routinely occur in the Resort area during winter periods. No tarps or covers shall be tied down to trees or to campground service equipment including poles or water standpipes/posts.
- 7.7** The Association and its staff shall not be responsible for damages or costs that result from tarps or covers being blown off or otherwise coming off vehicles or other structures. In the event tarps or coverings become detached and blow into other campsites, or there is a potential for damage to other campsites or property, the staff of the Resort shall have the right to either reattach or detach or recover the tarps or covers and the License Holder whose tarps or covers have blown off or caused any damage will be assessed the costs of securing or recovering or repairing any property.

## **Section 8. Resort Safety**

The Association and its Directors, employees, and agents will accept no responsibility for any injury to any person including children. There are several areas within the Resort that could be dangerous to unsupervised children including but not limited to ponds, waterways, wooded areas, playing fields, and the waterslide. The Association does not have lifeguards or any other personnel to supervise such areas and any person using them, including children, will do so at their own risk.

- 8.1.** Parents or legal guardians are responsible for the safety of their children. No child is permitted to swim in the ponds and waterways without parental supervision. Roughhousing including pushing or shoving is not permitted near or on the pond's floats.
- 8.2** No person shall swim in the Resort's ponds and waterways after dark.
- 8.3** Hard bottom boats including canoes and paddleboats are not allowed on Angel pond. Staff may use a hard bottom boat for maintenance.
- 8.4** Fishing is permitted only in Ryan's pond and the no-name extension of Main pond. All persons fishing must comply with all regulatory laws regarding fishing. Only barbless hooks are permitted and catch and release is encouraged.
- 8.5** No person shall be in possession of, or utilize, a weapon, fireworks, or explosive on the Resort property
- 8.6.** All refrigerators, freezers, or like containers which are accessible to children on the campsite shall be kept locked at all times.

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- 8.7** No person may bring a pet onto Resort property unless the pet is secured and under control at all times.
- a. All dogs, regardless of size, must be kept within a secure fenced area or on a leash tether at all times so as to limit the scope of the dog's activities to within the campsite boundaries.
  - b. All dogs, when being walked off campsite must be kept on a leash at all times.
  - c. No pets are permitted in the Resort's recreational ponds or waterways, beaches, or play areas of any pond, with the exception of the designated Dog Pond.
  - d. Pets are not allowed on playground areas that are in use by other persons or during events.
  - e. All pet owners are responsible for immediate clean up of pet feces both on any designated campsite as well as on all common grounds of the Resort.
  - f. No person will be permitted to keep a habitually barking dog or any aggressive pet on the Resort. Owners will be requested to permanently remove pets that are unreasonable noisy (e.g. undue barking) or deemed aggressive..
- 8.8** All propane gas installations and equipment shall meet the standards of the Provincial Gas Inspector and the Fire Marshall. Equipment shall be operated and maintained in safe conditions and working order.
- 8.9** No fires are allowed at any time on the Resort's common property except at the fire pit at the longhouse unless under the direct supervision of the campground staff.
- 8.10.** All local and Provincial Fire Marshall and BC Department of Forestry rules applying to campfires in wooded areas are applicable within the resort boundaries and all Forestry Service campfire bans must be followed without exception.
- 8.11** The following rules apply to campfires:
- a. No person shall build or ignite a campfire unless it is in a properly constructed fire pit no larger than .5 meter by .5 meters and a source of at least 8 liters of water readily available for instant application to the campfire should the need arise.
  - b. No person shall ignite or permit any campfire to remain burning unless it is under the constant supervision of an adult.
  - c. Campfires are to be kept small, with an average flame height no higher than 0.6m (2') above the fire pit rim at any time during starting, and no higher than 0.3m (1') above the fire pit rim during steady state burning conditions. The use of screening materials over campfire pits is encouraged.
  - d. No person shall burn paper, cardboard, rubbish, plastics, or any petroleum products in a campfire. Paper and cedar kindling may be used to ignite a campfire but not as fuel.
  - e. At the conclusion of a burning session the fire pit shall be liberally doused with water from a water hose or sprinkler can until such time as no steam is emitted when water is sprayed on the campfire bed. The area surrounding the campfire and fire pit shall be thoroughly wetted before leaving the campfire unattended. .
  - f. All fire pits shall be located in a safe, open area a minimum of 1.0m distant from any surface vegetation or from any other combustible materials.
  - g. No fire pit shall be located closer than 2m (6.5') from a campsite boundary. There shall be no overhanging vegetation within 5m (16') above any fire pit

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- h. Provincial fire bans are to be strictly adhered to and any camper found in violation will be immediately reported to the local fire chief and their camping privileges will be removed for the remainder of the fire ban.
- h. Provincial fire bans are to be strictly adhered to and any camper found in violation will be immediately reported to the local fire chief and their camping privileges will be removed for the remainder of the fire ban.

**8.12** In the event of any breach of the rules relating to fire pit construction, siting and fire safety, the License Holder shall, upon receipt of an infraction notice, be subject to an Assessment fee at the discretion of the Board.

**8.13** The speed limit on All Roads on Resort property is 5km/hr. and is **“STRICTLY ENFORCED”** The Association may impose the following deterrents in order of infractions accumulated from step one through step five on any person in control of a vehicle, including motor vehicles of any kind and bicycles. All License Holder will be responsible for the actions of their immediate family members, guests, and visitors therefore infractions are cumulative.

Following are the successive steps applied to speeding infractions:

Step 1. – First infraction – Written warning issued from Park Manager or Board of Directors.

Step 2 –Second infraction – Gate card access removed for a period of one month.

Step 3 – Third infraction– Gate card access removed for all occupants of site for a period to be determined by the board of directors and a re-activation charge will be levied for each card.

Step 4 –Fourth infraction – Eviction from the Resort for a period of one camping season.

At the discretion of the Board serious driving offences may result in the immediate eviction of any individual for periods up to and including a lifetime ban.

Note: The Board of Directors may, depending on the severity of the speeding offence, apply deterrents at any step.

Note: Speeding offences are cumulative therefore not time bounded.

Note: Access to appeal is available at all four steps

**8.14** All motorized vehicles of any kind (other than campground maintenance equipment) that are operated on Resort property must be licensed and insured, with verification papers available for inspection upon request. All vehicle operators must hold a valid driver’s license for the type of vehicle they are operating. All motorized vehicles shall have complete and unaltered muffler systems.

A camper may apply in writing for special permission to the Board of Directors to operate a vehicle (such as a golf cart) for their own personal use if required for reasons of disability. If approval is granted, operation of such vehicles would be subject to the same

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Regulations in force for any vehicle within the resort, and must be operated under the conditions set out by the Board of Directors.

- 8.15** All motorized vehicles shall have complete and unaltered muffler systems
- 8.16** No person shall park any motor vehicle, Recreational Vehicle, boat, motorcycle, or bicycle on Resort property at any time except in the following areas;
- fully within a designated campsite;
  - in a designated parking lot;
  - when parked for short periods in a designated short term parking area such as the store/office, washroom facilities, or garbage disposal area.
  - Designated Parking Lot (Section A & Section F overflow parking areas) Trailers and other equipment parked in the overflow parking areas must be removed after a maximum of seven (7) days.
- 8.17** All vehicles that will be parked on a designated campsite or elsewhere in the Campground with the exception of temporary visitors parked at the business office's designated parking area must be registered at the business office.
- 8.18** Any person operating or parking a vehicle contrary to the provisions of these Regulations will be subject to penalties at the discretion of the Board.
- 8.19** The License Holder shall be responsible for the safety and conduct of any children occupying his/her designated campsite at all times within the Resort. All children shall be supervised by a parent or other adult at all times
- 8.20** No person shall ride a bicycle on the Resort property after dark. Bicycles shall be walked if being moved around the campsite after sundown. All cyclists must wear an approved safety helmet while cycling in the Resort. Bicycle riding is not permitted around the perimeter of ponds or on playgrounds. License Holder's are responsible to ensure that any children who are occupying their designated campsites ride their bicycles in a safe manner and at safe speeds. Any person riding a bicycle in an unsafe manner or at speeds in excess of the Resort speed limit will be subject to Assessment fees at the discretion of the Board.

## **Section 9. Right To Uninterrupted Enjoyment**

- 9.1** All occupants have the right to enjoy their campsite without undue and unnecessary noise, and interruptions.

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- 9.2** No person shall operate a motorized generator on Resort property except in the event of a power failure to the Resort, in which case the connection to the Campsite's electrical service must be disconnected before the generator is started.
- 9.3** No person shall use or operate any motorized or power equipment before the hour of 9:00 a.m. or after the hour of 5:00 p.m.
- 9.4** Quiet time is between the hours of 11:00 p.m. through to 9:00 a.m. the following day. During quiet time no campers shall make any noise, which is excessive to the extent that it infringes on the rights of other persons utilizing the Resort for quiet and peaceful enjoyment.
- 9.5** During quiet time no person or persons shall loiter or congregate on any of the Resort's common property. Exceptions will be made for SLSCA sanctioned events that may still be in progress after 11:00 p.m.
- 9.6** No person shall trespass on another License Holder's designated campsite without permission first obtained from the License Holder except in the following circumstance: A Director, an Enforcement Committee member, or Resort staff may enter any designated campsite, whether occupied or not, for the purpose of an inspection visit, regulation enforcement, or for emergency reasons. Inspection visits may be conducted between 9:00 a.m. and 5:00 p.m. on any day. If the License Holder or family, or Guests are in occupation, permission to access the campsite at a mutually convenient time shall be obtained. No Director or Enforcement Committee Member shall have the right of access to a License Holder's personal property including Camping Units, Sleeping Units and storage sheds, except in the event of a fire or other emergency in order to protect life or property of the License Holder or any other person.
- 9.7** No person shall store garbage, unused building or campsite development materials, general refuse, or vegetation refuse on a designated campsite. Recyclable materials and refundable containers must be separated from garbage, reasonably cleaned, neatly packaged and placed in the appropriate recycle compartments on the Resort.
- 9.8** With the exception of home based craft sales, no person shall conduct any commercial or business activity on or from any designated campsite. No person may erect any commercial signs or advertising on a designated campsite other than "For sale" signs.
- 9.9** Soliciting, within the Resort, is strictly prohibited.

## **Section 10. Complaints And Enforcements of Regulations**

- 10.1** Park Manager or Directors may issue verbal warnings followed by written infraction notice for acute/serious regulation infractions.

- 10.2** Complaints about rules infractions must be made in writing to the Directors or the Campground Manager, be signed by a License Holder and shall include: the campsite number, date of infraction, time of infraction if pertinent, the place the infraction occurred, the name of the person in violation of the rule or regulation if known, the license plate number if a vehicle is involved, the details of the infraction and the relevant rule applicable. Wherever possible complaints should be signed by multiple individuals if the infraction was common to, and noted by, several complainants
- 10.3** The written complaint will be reviewed by the Manager. In the event the Manager deems the complaint to have merit, a written notice of the complaint will be delivered as soon as possible to the License Holder alleged to have violated the Rules and Regulations.
- 10.4** In the event the complaint involves an infraction which is punishable by a specifically mandated penalty, the complaint and the Manager's comments must be referred to the Enforcement Committee for investigation, consideration, and determination. In the event the alleged violation is not one which has a mandated penalty, the Board of Directors may elect to handle the complaint internally and review it with the alleged violator.
- 10.5** Where no specific penalties are set out in the Regulations, the Enforcement Committee will recommend enforcement measures to the Directors or Campground Manager for further action.
- 10.6** In those instances where a penalty is mandated by the Regulations, the Enforcement Committee will recommend to the Board or the Campground Manager that they issue an Infraction Notice setting out the particulars of the regulation infraction, and the penalty imposed, and shall deliver it, either by personal delivery or registered mail, to the License Holder who is responsible.
- 10.7** In the event any License Holder is penalized for the same infraction three times in any one camping season, the Association may suspend the License Holder's right of access to the Resort and his/her License to Occupy or right to occupy for a defined period as determined by the Board of Directors.
- 10.8** In the event a License to Occupy or right to occupy is suspended once, the License Holder may apply to have his/her License to Occupy or right to occupy reinstated. In order to have a License to Occupy or right to occupy reinstated the License Holder must:
- a. Pay all unpaid and outstanding Assessment fees, levies, and penalties to the Association;
  - b. Attend with a Director of the Association and undertake a full review of the Resort's Policies, Rules and Regulations;
  - c. Sign and deliver to the Association a statement to the effect that the License Holder is aware of all Rules and Regulations and agrees to be bound by them.
- 10.9** In the event a License to Occupy or right to occupy is reinstated and suspended a second time, the License to Occupy or right to occupy will be permanently suspended and the License Holder shall have no further right of access to the Resort.

- 10.10** All of the personal property of the License Holder shall be removed from the Resort within 15 days of the permanent suspension of the License to Occupy or right to occupy. After 15 days the Association may attend and remove the suspended License Holder's personal property from the designated campsite and store it off site. The suspended License Holder will be responsible for all costs of removal and storage. In the event no action is taken by the suspended License Holder to claim his/her property and to pay the costs associated with removal and storage, the suspended License Holder's personal property will be sold at public auction and the costs of removal, storage, together with any unpaid Assessment fees, levies, fines, penalties, and the costs of the Association including legal costs, will be paid from the proceeds of sale. Any amount remaining will be paid over to the individual.
- 10.11** License Holder's are cautioned that in the event a License to Occupy or right to occupy issued by the Association to an individual(s) is permanently suspended, that individual(s) undivided 1/310 interest in the Lands held in trust by SLSHI together with that individual(s) Class "B" Common Voting Share or Preferred Share (which will be converted to a "B" Class Common Share) in SLSHI will be sold. All costs related to the sale including legal costs incurred by SLSHI will be paid from the proceeds of sale as well as any unpaid Assessment fees, levies, or penalties of the individual(s) owed to the Association which remains outstanding. Any surplus will be paid to the individual.
- 10.12** Complaints referred to the Enforcement Committee will be addressed as soon as possible and in no event more than fifteen (15) days after receipt, and a recommendation will be made to the Directors or Manager for further action. The Directors or the Campground Manager will then prepare an Infraction Notice which will be served on the License Holder responsible.
- 10.13** The complainant(s) will be notified of action taken.
- 10.14** In the event a License Holder wishes to appeal the decision of the Enforcement Committee he may request to have the matter brought before the Board of Directors at a regularly scheduled Director's Meeting where he may present any defense or mitigating evidence he may have. The determination of the Board of Directors shall be final and binding.
- 10.15** Grandfathering. In some cases these Rules and Regulations are more restrictive than rules in effect earlier in the campground history. Consideration of background history will be a factor in assessing complaints or noted violations. Where historical deviations from these Rules and Regulations such as those regarding Campsite improvements completed before these Rules and Regulations were put into force and effect on February 17, 2008, and are deemed to be of minor significance to the spirit and general ambience of the overall campground, and to the immediate neighbouring campsites, these deviations will be "grandfathered".

## **Section 11. Campsite Lease Regulations**

- 11.1 License Holder's are prohibited from Leasing their campsites to the general public on short term Leases for periods of less than two months.
- 11.2 License Holder's are permitted to lease their designated campsite to immediate family members or to other License Holder's for the purpose of accommodating Guest RV's of the other License Holder. Such Leases shall be subject to the following terms and conditions:
- a. The License Holder and the Leaser must enter into a written Lease Agreement in the form of a Lease Agreement, sample annexed hereto,
  - b. The License Holder must file a copy of the Lease Agreement and must obtain from the Association a Temporary Permit to Occupy and must complete the supplement to his/her License to Occupy Form which identifies the Leaser, along with his/her immediate family members and repetitive guests and their motor vehicle information.
  - c. The License Holder shall provide a current copy of the Section entitled Resort Rules and Regulations to the Leaser and must review the pertinent rules and procedures with the Leaser.
  - d. The License Holder of the Campsite being leased shall be held responsible for the actions of his Leaser, his immediate family and permitted guests as if they were his/her own and for an loss or damage caused by them to the Resort property, property of other License Holder's, and injury to persons. The License Holder shall be responsible for the payment of all Assessment fees, penalties, and surcharges incurred by his/her Leaser.
  - g. The Association reserves the right to refuse access to the Resort and remove the personal property of any Leaser who repeatedly violates the Rules and Regulations of the Resort.
  - h. Any License Holder who leases or purports to lease his/her designated campsite and fails to comply with the requirements of this section, will be subject to penalties at the discretion of the Board.

## I.I Addendum i

# **Regulations**

## **For**

## **Spider Lake Springs Campground**

These Regulations are derived from previously issued rules and regulations (R&R's) with appropriate modifications and expansion to reflect:

- Organizational structure and legal documents and agreements relative to the resort as of January, 2010.
- R&R's relative to RDN Zoning and Bylaw requirements.
- Campground operating experience through the 2009 season.


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- Addition of enforcement procedures and specified penalties for major infractions.

R&Rs were compiled by the Rules and Regulations 2002 Committee and reviewed by the Directors and committee members in December 2002, and subsequently revised prior to review by legal counsel in early January 2003. The final draft was prepared by legal counsel then reviewed by Directors in February 2003, and, subject to minor updating for comments and revisions, was adopted by the Board of Directors.

Signed : \_\_\_\_\_ for the Rules and Regulations 2002 Committee

These Regulations Issue #6 Revision 3 were formally adopted by the SLSCA Board of Directors at a Directors meeting of January 15, 2012.



Signed: \_\_\_\_\_ for the Board of Directors  
President

**This document is subject to periodic updating** of minor wording and details to reflect ongoing experience and conditions. The document will not be formally re-adopted and issued to Members for minor rewordings or changes made by the Board of Directors. Copies of the Current Printing of these Regulations are available at the Association Office in the campground and on the Association's Website. **Members are responsible to ensure that they obtain the reference and most current copy in the event of complaint or interpretation of these Regulations.**

SLSCA Regulations Issue #6 Revision #3 Print date: January 15, 2012

*Addendum ii*

***GENERAL INFORMATION & HISTORY***

**Section 1. STRUCTURE AND ORGANIZATION**

- 1.0 Spider Lake Springs Resort is a private resort that provides seasonal camping facilities to a limited number of individuals. Currently there are 310 campsites in Spider Lake Springs Resort. For the foreseeable future there will be no additional campsites available.

**Spider Lake Springs Holdings Inc.**

- 1.1 The land upon which the Resort is situated is owned by a privately controlled British Columbia Corporation called Spider Lake Springs Holdings Inc. (SLSHI). SLSHI holds title to the Resort's land, which is one single parcel. The land is held by SLSHI in trust. SLSHI has marked or will market 310 undivided interests in the land it owns. Each purchaser therefore is entitled to an undivided 1/310 interest in the land that is held in trust for all of the purchasers by SLSHI. The trust is registered but individual purchasers do not hold nor they do show on title.
- 1.2 Ownership of the land has been structured this way because it is not possible to legally subdivide the land into individual lots for which a title could be given.

- 1.3 Spider Lake Springs Holdings Inc. is controlled by a Board of Directors that is elected annually. These Directors are responsible for all matters related to the Lands themselves as well as all matters relating to the sale of undivided interests. In order to be eligible to be a Director of SLSHI, an individual must be a shareholder in Spider Lake Springs Holdings Inc. If a corporation holds a share in SLSHI, it may nominate an individual as a representative who would then be entitled to hold the office of Director. Other restrictions on eligibility to hold the office of Director are set out in the Company Act of British Columbia.
- 1.4 All individuals who have purchased an undivided interest in the Lands of SLSHI are entitled to apply to own a share, in SLSHI. The Company has authorized the issuance of 310 voting Class B Ordinary Shares, one to be issued to the owner(s) of each undivided interest in the Lands. If more than one person shares the undivided interest, one share only may be issued but it can be issued in multiple names. The significance of owning a share in SLSHI is that the holder of the share is entitled to elect, in a democratic process, the persons who will be Directors.
- 1.5 Spider Lake Springs Holdings Inc leases it's Lands in their entirety to a non-profit Society called Spider Lake Springs Campers Association.

## **1.2 Spider Lake Springs Campers Association**

- 1.6 Spider Lake Springs Campers Association (the Camper's Association) leases the Lands owned by SLSHI and on those Lands it operates a Resort and Campground. It controls 310 campsite areas as well as common facilities, a waterslide, ponds, recreational areas, a small store, and water and sewer septic facilities for the Campground.
- 1.7 The Camper's Association is also controlled by a Board of Directors elected or appointed annually from amongst its members. It is this Board of Directors which annually determines the assessments to be levied, administers occupation of the campsites, sets Rules and Regulations for operation of the Resort, hires and manages staff, and the like. In short this Board of Directors controls the day-to-day operations of the Resort. One may compare the Resort to a community where the Directors of the Camper's Association fulfill the role typically held by municipal councilors.
- 1.8 In order to be elected to the Board of Directors of the Campers Association, an individual must be a member of the Camper's Association. The Associations by-laws clearly state who is and who is not eligible for membership in the Camper's Association. Membership is voluntary and is by application only, a person who is a shareholder of SLSHI or who is entitled to an undivided 1/310 interest is eligible for membership but does not automatically become a member unless he or she applies and pays a small annual membership fee. The Board of Directors of the Camper's Association consists of a core of executive directors together with elected or appointed representatives for each development area in the Campground to ensure that everyone has representation.
- 1.9 One of the most important functions of the Camper's Association is that it issues the licenses to occupy the various campsites in the resort. Since the campsites are not equal

in “value” due to size, location, and proximity to amenities, a system has been developed where a License Holder is given a License to Occupy a specific campsite. In order to hold a License to Occupy a campsite, an individual or individuals must own one of the undivided 1/310 interests in the Land held in trust by SLSHI or on a short term basis, lease a site directly from the Camper’s Association.

- 1.10 In summary, a person’s right to occupy a Campsite flows from the fact that the individual in question holds a License from the Camper’s Association. He/she individually does not “own” the campsite as such and his/her right to occupy is conditional upon a number of conditions such as paying the annual assessment, and remaining in compliance with the Rules and Regulations of the Resort as set down by the Directors of the Camper’s Association. The key to it all is ownership of an undivided interest in SLSHI’s Lands. A person can own an undivided interest in the lands, and not be a shareholder of the SLSHI and not be a member of the Spider Lake Springs Campers Association by choice, yet this person may still hold a license to occupy a specific campsite subject to the terms and conditions upon which the License is issued.
- 1.11 Every owner of an undivided interest in the Land is encouraged to hold a Class B Voting Common Share in SLSHI and to apply for and maintain a Membership in the Camper’s Association for that is the only way they can participate fully in the democratic operation of the Resort.

### **Management of the Spider Lake Springs Resort:**

- 1.12 The Resort is operated under the auspices of the Spider Lake Springs Campers Association. The Association’s Board of Directors, through its Management Committee, engages, or authorizes the engagement, of staff as deemed appropriate for operation and maintenance of the Campground. Staff positions may include:
  - a. **Campground Manager:** for reasons of cost control this position is currently vacant and the duties are being performed by the SLSCA Directors at no cost to the Members. This may change in the future.
  - b. **Office Administrator/Bookkeeper**
  - c. **Maintenance Person**
  - d. **Others:** Casual help as deemed necessary to assist with store, slide, and general operation and maintenance.

## **Section 2. ZONING AND LAND USE RESTRICTIONS:**

- 2.0 In order to understand fully what a License Holder may do or may not do on an individual campsite, one must be aware that the use of the entire resort property is restricted by the Regional District of Nanaimo. This is done in two ways:

### **Zoning:**

- 2.0.1 The Lands owned by SLSHI are zoned pursuant to Bylaw 500 of the Regional District of Nanaimo for Campground use. The permitted uses are specifically described as Recreational RC3 for use as a Recreational Park and no other uses are permitted. A copy

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of the relevant portion of the Bylaw is available in the Business Office for viewing by any Camper. Please read it carefully. What this means specifically to us as Campers is that the accommodation on the site cannot, in any way, be permanent or be attached to or form part of the real estate.

- 2.0.2. In fact, if any property is affixed to the Lands it does become part of the Real Estate and ownership would then pass to SLSHI.
- 2.0.3. The RDN Bylaws prohibit License Holders from using the Campground for permanent residences. Only individuals who are hired as campground staff and who are required to reside on site for reasons of safety, maintenance, or security may live on the property year round.
- 2.0.4. Another restriction set out in the RDN Bylaws is that only one recreational vehicle may be situated on any given campsite. In other words group camping using multiple RV's or tents is not permitted, even among family members. The reason for this restriction has to do with density restriction based on sewage requirements, water capacity, and the overall density of the Resort.
- 2.0.5. More importantly, in the event that there are any zoning infractions, it is within the power of the Regional District to suspend operations of the entire campsite until all infractions are remedied.

### **Restrictive Covenant:**

- 2.0.6. In order to obtain the zoning use for Campground purposes it was necessary for the initial Developer to register a restrictive covenant on title to SLSHI's property. This Restrictive Covenant restricts use of the Lands to a six-month camping season from April 15 to October 15 in each year. This is the only time that the individual campsites may be occupied. From October 15 to April 15 use is restricted to maintenance, safety, and security inspections. A copy of the Restrictive Covenant is available in the Business Office for review by any Camper.
- 2.0.7. Many of the Rules and Regulations of the Resort are based on maintaining compliance with the zoning and the provisions of the Restrictive Covenant.

### **2.1 External Policies and Internal Application:**

- 2.1.1. Due to uncertainties in interpretation of the RC3 Zoning Restrictions and the Restrictive Covenant, the Campers Association have historically, adopted certain policies, which the Directors believe are within the scope and privilege of the zoning and the covenant. Should it ever be determined, at any time in the future, that the Associations interpretation exceeds the permitted uses in the bylaw, the uses as defined in the bylaw will have to be strictly applied. The Camper's Association will accept no responsibility for any loss or damage in the event its interpretations of the bylaws are determined to be different from that of the RDN whose interpretations will take precedence.
- 2.1.2. Some of the Associations policy interpretations are:

- a) The restriction of one recreational vehicle per campsite is interpreted to mean that only one recreational vehicle can be connected to water, sewage facilities and hydro electricity. Furthermore, only one recreational vehicle may be used for purposes other than sleeping. The Association has permitted the use of one small tent or one small RV in addition to the primary recreational vehicle, to be used for the purposes of sleeping only.
  - b) Visiting RV's are not allowed under strict interpretation of the Restrictive Covenant. The Association interprets this to mean that no visiting RV can be connected to water, sewer, or electricity on a campsite that is already occupied by the host's recreational vehicle or tent. Subject to certain conditions the Association does permit small visiting RV's to locate on a host's campsite for a period of time not to exceed five (5) days. In the event a visitor wishes to stay for a longer period, connect to services, or in the event the visiting RV is larger than the permitted size, the License Holder will have to make arrangements to lease a vacant campsite from the Association. Additional fees apply for this service.
  - c) While no attachments or fixtures of a permanent nature are permitted on a campsite, a License Holder is entitled to erect amenities that are consistent with Campground use. It is important however, to differentiate between Campground uses and uses which might be permitted in a mobile home park, but which are not permitted in Spider Lake Springs Resort. It is reasonable therefore to expect that picnic tables, fire rings, and shelter awnings of a temporary nature would be constructed or erected as these are consistent with Campground use and can be found in any public campground. In addition the Association has permitted the construction of one small storage shed provided the shed is not on a permanent foundation, is capable of being removed, and does not have any connections to water, sewer, and electricity to it. A shed with a wood floor on skids would be acceptable but a shed on concrete pilings or with a cement floor would not. Temporary awnings or covers over picnic areas and beside recreational vehicles that can be taken down are permitted. Shed roofs on foundations or covering the RV itself are not permitted. Walled enclosures with doors and windows are not permitted. The tendency of some License Holders to overbuild has been a source of problems for the Association in the past. Since the Association and ultimately all License Holders are responsible for any problems caused by breach of bylaws or the Restrictive Covenant, the Association requires that all campsite improvements be constructed in accordance with the guidelines defined in the Rules and Regulations of the Resort.
- 2.1.3 The Camper's Association is considering applying for a more comprehensive form of zoning which would more clearly define some of these marginal issues. Until such time as the zoning is changed, the Association will have to insist on compliance with the Rules and Regulations of the Resort in order to meet the intent of the RDN zoning, its bylaws and the Restrictive Covenant. Each License Holder is asked to familiarize himself/herself with these Rules and Regulations as well as the RDN bylaws and the Restrictive Covenant as ultimately the responsibility of compliance rests on the shoulders of each individual License Holder.

## **2.2 Philosophy of Development of Rules and Regulations:**

## SLSCA- Regulations

- 2.2.1 As with all social communities it has become necessary to adopt certain rules and regulations. These Rules have been developed keeping in mind several factors such as:
- a. Compliance with the Regional District's By-laws;
  - b. Safety;
  - c. Maintenance of a high quality and enjoyable camping experience for all campers;
  - d. the interests and wishes of the Members to the extent possible.
- 2.2.2 The first priority of these R&R's is that operation of the campground must be consistent with the requirements of the Members as determined by their elected Board of Directors.
- 2.2.3 In addition, operation of the campground must be such as to comply with the rules and regulations imposed by the RDN pertaining to zoning, restrictive covenants, and bylaws. Included in the RDN bylaw requirements is the need to comply with current regulations of other Authorities such as Fire, Environmental, Health, and others as may be applicable.
- 2.2.4 During the course of the Resort's development and evolution there have been previous editions of these Rules and Regulations which were developed and put into effect. Time, experience, and changes to the structure of the Resort have required that the Rules and Regulations evolve to meet these changes. Efforts have been made to minimize changes to previous rules so as to least affect the License Holders. There are new realities to be considered, however, including: increased compliance with Authorities, better safety; and to date operating experience with the SLS Campground. As a result there are some new R&R's, and perhaps some deletions, which may not be appealing to all Members. This is a necessary consequence of attempting to satisfy many parties with what are, in some cases, significantly conflicting interests and historical perspectives.
- 2.2.5 Your Directors and the Rules and Regulations Committee have carefully considered the effects of some of the changes and the enforcement of them, and believe them to be in the best interests of the greater majority of Members. Your SLSCA Directors invite written comments and suggestions from Members on an ongoing basis.
- 2.2.6 These R&R's were made, and their interpretation and enforcement shall be made, with the objective of operating and maintaining a safe and enjoyable recreational campground for all License Holders, their families, and their guests. As a general guideline the R&R's are intended to condone and support those activities and amenities more traditionally associated with family camping in a multi-user campground environment. It is not the intent of the R&R's to condone or support activities or amenities more traditionally associated with day-to-day living. The SLS Campground was and is intended to be a multi-user family campground, not a trailer park, not a mobile home park, not a modular home development, and not a "party park". All complaints, appeals, comments, and suggestions, and enforcement considerations will be addressed with these factors in mind.
- 2.2.7 The R&R's set out in the following section will go into effect immediately when the Directors formally adopt them. Full enforcement, and related penalties if applicable, will

commence with the 2003 camping season on April 15, 2003. See the notice on the front cover sheet regarding Member responsibility to obtain the current issues of R&R's.

### **Section 3 RELATED DOCUMENTATION**

3.1 The following documentation is related to these R&R's and should be read as complementary. In the event of conflicts, the Shareholders Agreement for SLSHI shareholders and the License-to-Occupy issued by the Campers Association shall have precedence over these R&R's.

- a. **The Share Certificate** for one Class B Common Voting Share in the capital stock of Spider Lake Springs Holdings Inc. This document is issued by Spider Lake Springs Holdings Inc. to a Purchaser of an undivided interest in its Lands upon the purchase of an undivided 1/310 interest in the Lands, upon transfer of a License to Occupy, or upon redemption of a Preferred share. A Class B Share Certificate was offered to all owners of an undivided 1/310 interest in the Lands of record in 2001. These individuals previously held Preferred non-voting shares, which did not permit them to participate in the election of Directors nor the management of the Company. Some Preferred Shareholders may not have yet converted to Class B shareholders in which case they still hold a Preferred Non-voting Share. Preferred shares must be converted to Class B shares upon resale. The sale and transfer of these shares is coupled with the sale and transfer of a License to Occupy issued by the Camper's Association and the two cannot be dealt with independently of each other.
- b. **A Shareholders Agreement.** This is a contract between all individuals that are Shareholders of Spider Lake Springs Holdings Inc. (SLSHI) and the Company itself. This agreement set out, among other things, the circumstances under which a Class B share in the Company and the Associated License to Occupy issued by the Camper's Association may be taken back by the Company and resold to a new Purchaser.
- c. **A Declaration of Trust.** This is the document issued by the Company, Spider Lake Springs Holdings Inc., to a Purchaser of an undivided 1/310 interest in land and evidences the fact that the company (SLSHI) is actually holding an undivided 1/310 interest in its Lands in trust for the Purchaser.
- d. **SLSCA Membership Card.** This card is issued to the Members of the Spider Lake Springs Campers Association only. It is evidence that the holder is an Association member and is entitled to participate in and vote at meetings of the Association. There is an annual fee (currently \$5). Membership is open to all owners of an undivided 1/310 interest in the Lands held by SLSHI in trust, are shareholders of SLSHI and who have signed and delivered the Company's Shareholder Agreement.
- e. **License to Occupy.** There are two types of license that are currently in existence. The first of these is an unwritten license to use a campsite that is held by any Preferred non-voting Shareholder of SLSHI who has paid in full for his/her/its Preferred non-voting share. the second is a written License to Occupy a specific designated campsite which is issued by the Spider Lake Springs Campers Association to any person/corporation that has purchased an undivided 1/310 interest in the Company's Lands, and has applied for and has received a common

Class B Share in the Company (SLSHI), and who has executed and delivered a Shareholder's Agreement with the Company as described above.

**i. Preferred Shareholder's License:** This right to use a specific campsite is a by-product of such person's written contract to buy a Preferred Share in the Capital Stock of the Company (SLSHI). As these Agreements contains no specific terms or rights of occupancy, the right to use is extended by implication and is honoured by the Campers Association provided the Preferred Shareholder has paid all assessments, taxes, and other levies such as Hydro and remains in compliance with the Rules and Regulations. The right is only recognized provided the original Agreement to Purchase is in good standing and has not been breached or otherwise terminated. As the nature of ownership has changed since the original developer marked the Preferred shares, no more Preferred Shares can be allocated or issued. Preferred shares may not be transferred. A right to use held by a Preferred Shareholder is also not transferable. Preferred shares may be converted to Class B Voting Shares provided the Purchaser of the original preferred share has paid for it in full and is in good standing. Conversion involves an alteration of rights in the land itself as well as the granting of voting rights. No documents evidencing ownership are issued to Preferred Shareholders. The term License to Occupy (LTO) is in this booklet, and generally does not include the type of license held by a Preferred Shareholder.

**ii. A License to Occupy:** This is a written document issued to a Purchaser of an undivided 1/310 interest who is also a Class B Shareholder of SLSHI and who has signed a Shareholder's Agreement. This document is proof that a License to Occupy has been granted in respect of a specific designated Campsite. It is this document that is referred to as a "License to Occupy" in this information booklet.

- f. In the event a License Holder wishes to permit immediate family members or up to 4 named guests to utilize his/her campsite during the absence of the License Holder, the Campers Association will issue a Temporary Permit to Occupy which names all immediate family members who may regularly occupy the campsite, plus any repetitive guests (maximum of 4) who may regularly occupy the campsite with the License Holder's permission. The License Holder will be responsible at all times to ensure that his family and guests are aware of and are in compliance with all Rules and Regulations.