

# RULES & REGULATIONS

For

## Spider Lake Springs Campground

Issue #7 Revision # 4 Print date: 21 July 2019

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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 conform to the Motor Vehicle rules and regulations Act as it pertains to Recreational Vehicles. Wheels 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 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).

**" Construction"** any form of building, assembly or modification of structures

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

**“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.

**" Privacy Panel"** is a free standing portable panel placed either on the ground or on a deck. The panel must be free standing and movable. The panel can be no higher than 5 feet off grade using a standard 4 x 8 fence panel. No site may have more than one privacy panel.

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

**" Recreational Vehicle"** shall mean a moveable vehicle licensed or capable of being licensed under the Motor Vehicle Act vehicle designed to provide temporary living, sleeping or eating accommodation for travel, vacation, seasonal camping or recreational use and designed to be driven, towed, transported or relocated from time to time whether or not the vehicle is jacked up or its running gear is removed, and with a size as defined by the Canadian Standards Association (CSA). It has an overall length not exceeding 13.2 meters (42' 11") and an overall width not exceeding 2.6 meters (8 ft 6 in), where the width is the sum of the distance from the vehicle centreline to the outermost projections on each side (including door handles, water connections, etc.) when the vehicle is folded or stowed away for transit. A recreational vehicle shall not be used as the principal place of residence of the occupant. A recreational vehicle shall include units described as a Motor Home, Travel Trailer, Fifth Wheel, Truck Camper, Tent Trailer, Park Model Trailer and similar mobile vehicles but excludes a Mobile Home or Tiny Home which are intended for permanent living.

**“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/or rules set by SLS

**“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 must be a Recreational Vehicle ( as defined above) which shall be no greater than 5.5m (19') 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 in particular, water, sewer;

- b. must not be a permanent structure nor shall it be situated on a permanent foundation;
- d. must be removed upon receipt of a written request of the Board of Directors in the it does not meet the RV classification 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.
- g. must not have the hitch removed

**“Structure”** is anything built or composed of parts put together 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, gazebos, 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.

**“Visibility Zone”** is the area which must be clear of obstacles to ensure the safety of campers and vehicles.

**“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 councillors

**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.
- 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** 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
- 2.7** 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.
- 2.8** 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.
- 2.9** 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.
- 2.10** 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.
- 2.11** 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.
- 2.12** All persons witnessing violations of these rules are asked to report any vehicles or persons that openly violate access procedures to the business office.

### 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 equal to the CRA posted quarterly rate.
- 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 a rate equal to the CRA posted quarterly rate. Payments, penalties, and interest outstanding at December 31<sup>st</sup> will be added to the following year's 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<br>and any incurred travelling<br>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;
- 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) consecutive 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 RV Park model trailer units), relocatable homes (tiny homes), relocatable buildings, cargo trailers, 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. 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 5 days consecutive and 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. Spider Lake Springs Campers Association and Spider Lake Springs Holdings Inc hold no responsibility for damage or loss to any License Holder or Leaser's personal assets.

- 4.9** No campsite shall be occupied by any person other than the License Holder, his/her immediate family members, his guests, and leaser. 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.
- 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 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 the Rules and Regulations of SLSCA. 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 neutral coloring. Any License Holder in violation of the SLSCA Rules and 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 new construction and structure improvements must have prior written approval from the Park Manager before construction begins and must be inspected by the Manager on completion to ensure compliance with the approved construction regulations. There is a formal building application form on the website which must be completed and this will be returned with authorization for the project. This application must be in place before any project is started. 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
  - b. Decks
  - c. Sunshields
  - d. Storage Sheds
  - e. Gazebos
  - f. Temporary dining tents and awnings.
  - g. Fences
  - h. Landscaping or garden areas
  - i. Portable picnic tables
  - j. One fire pit
  - k. Permanent Trailer coverings
  - l. any alteration of the physical appearance of an RV
- 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 Park 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>) of the campsite area as determined by the measurements indicated on the official campground map.
- 6.10** 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.
- 6.11** No poured concrete, asphalt, or masonry construction is permitted on a campsite. Fence posts may be encased in concrete for stability but not above ground level
- 6.12** 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.
- 6.13** All portions of structures and patios shall be contained within the lot lines of the campsite and meet the setback requirements
- 6.14** 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 and remains within the dimensions of the definition of a recreational vehicle.

- 6.15** No structure situated on a designated campsite, other than one storage shed, shall be fully enclosed.
- 6.16** 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 1.2m (4') above finished grade or 1.07m (42") above the deck surface;
  - d. decks shall have safety railings (or sides) at any location where the deck surface exceeds .6m (24") above surrounding grade; from .6 (24") to 1.5m (60") above the surrounding grade the railing must be .9m (36") in height; greater than 1.5m(60") above surrounding grade the railing must by 1.07m (42") in height
  - 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 roof, then no more than 80% of the open area above the privacy walls and below the roof may be fitted with screening, clear glass, plexiglass, or the equivalent 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.
  - h. Doors are not permitted on decks or gazebos. All sidewalls shall be fully or partly open
- 6.17** 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 3.08m (10') above the surrounding natural grade at the shed entrance.
- 6.18** Fences shall be of wood construction and no higher than 1.2m (4') and must be finished in neutral colors. Fences shall not extend beyond the campsite boundary lines.
- 6.19** Fences erected on the **perimeter** of the park by license holder must be of cedar and must be 6 (six) feet in height above grade. License Holder must still get a permit from the Park Manager for construction.
- 6.20** No License Holder may install or keep a hot tub or above ground swimming pool on a designated campsite. Childrens' 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 mandatory unless sanctioned by management when necessary to cull the fish from the specific ponds.
- 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 must be kept locked at all times.
- 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 that are marked "no dogs" with the exception of the designated Dog Pond.



- d. 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** No wood burning heating units may be used on decks, in RV's or in any other structure
- 8.11.** 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.
- 8.12** 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 anywhere in the park. Paper and 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
  - 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 camping season.

- i. Campfire bans may be put into place by the local Fire Department or by the Park Manager as needed based on conditions. This type of ban must be adhered to as if the ban was initiated by the Provincial Government

**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 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. – Verbal warning by the Park Manager or his designated staff member

Step 2. – Written warning issued from the Park Manager or Board of Directors

Step 3. – Gate card access removed for a period of one month

Step 4.– 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 5. – 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.**

**Speeding offences are cumulative therefore not time bounded.**

**Access** to appeal is available at all four steps by sending a letter to the Board asking for a review of the matter and/or a meeting with the Board.

**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 must have complete and unaltered muffler systems.

- 8.15** No person shall park any motor vehicle, Recreational Vehicle, boat, motorcycle, or bicycle on Resort property at any time except in the following areas;
- a. fully within a designated campsite;
  - b. in a designated parking lot;
  - c. when parked for short periods in a designated short term parking area such as the store/office, washroom facilities, or garbage disposal area.
  - d. 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.
- 8.16** 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.
- 8.17** 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.
- 8.19** There are no floating devises or boats allowed on either of the fishing ponds

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

- 9.1** All occupants have the right to enjoy their campsite without undue and unnecessary noise, and interruptions. No person shall make, cause to permit to be made any noise or sound in a common area or site which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the Resort or any persons in the vicinity.

Notwithstanding section 9.1, SLSCA organized social events are not subject to the above regulation so long as they do not occur within the quiet times of 11:00 pm to 9:00 am

Complaints regarding noise must be directed to the Park Manager in writing. If complaints are made verbally, based on the extenuating conditions at the time, they must be followed up by a written description of the incident or no further action can be carried out.

- 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** No person shall engage in noisy construction projects involving the use of hand tools or power tools before the hour of 9:00 am or after the hour of 5:00 pm
- 9.5** 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.
- 9.6** 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.
- 9.7** 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 member of the Board, 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 Staff 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.
- 9.8** 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.
- 9.9** 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 which must be contained within their site.
- 9.10** 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 from the Board of Directors 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 Board of Directors 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 Board of Directors will recommend enforcement measures for further action.
- 10.6** In those instances where a penalty is mandated by the Regulations the Board or the Campground Manager will 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 Board of Directors 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 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 initial decision of the Board 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 after this meeting shall be final and binding.

- 10.15** Upon the sale of a share or rebuilding of any structure on a lot, all deviations from the present rules must be brought into compliance or the sale of the share will not be signed by SLSHI or SLSCA. Upon notification of a pending share sale, an inspection will be conducted by the manager, or designate, of Spider Lake Springs. During the lot inspection, all lot pegs (property lines) will be re-established and all construction (fences, decks, deck roofs, sheds etc) will be measured. If all is found to be in compliance, the manager will advise the shareholder, SLSCA, and SLSHI and share transfer may be finalized. If any issues of non-compliance are found, a list will be given to the shareholder, SLSCA and SLSHI identifying all items of non-compliance. When these items, if any, are brought into compliance, the shareholder may apply for a re-inspection. If, upon re-inspection, all items are found to be in compliance, the manager will advise the shareholder, SLSCA, and SLSHI. The park manager, or designate, will also provide a current balance owing to SLSCA, which must be paid in full prior to the sale and transfer of share.

## **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.
  - e. 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.
  - f. 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.

# 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 April 15, 2018.
- \* R&R's relative to RDN Zoning and Bylaw requirements.
- \* Campground operating experience through the 2017 season.

R&Rs were compiled by the Rules and Regulations Committee and reviewed by the Directors throughout the process with the assistance of the Park Manager.

These Regulations, Issue #7, were formally adopted by the SLSCA Board of Directors at a Directors meeting of April 15, 2018 . The revision in July 2019 was to address the building of fences on the perimeter of the park, particularly after the logging operations by local landowners.

**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.**

For the information of all members of the association and shareholders of SLSHI the History of the park, the Campers Association and the corporate structure of SLSHI from its inception is also available either at the office or on the website in a document titled " General Information and History"