

# **Caravans West Owners Association**

## **Policies and Procedures Manual**

### **Part B Rules and Regulations**

**July 2024**  
Approved

# TABLE OF CONTENTS

<b><u>Introduction</u></b> .....	3
<b><u>Definitions</u></b> .....	4
<b><u>Section A – General</u></b> .....	7
<b><u>Section B –Facility and Common Area Use</u></b> .....	9
<b><u>Section C – Operation and Parking of Vehicles</u></b> .....	12
<b><u>Section D –Golf Carts</u></b> .....	14
<b><u>Section E – RV’s and Park Models</u></b> .....	15
<b><u>Section F – Site Use</u></b> .....	16
<b><u>Section G - Site Improvements</u></b> .....	17
<b><u>Section H – Pets</u></b> .....	20
<b><u>Section I – Site Rentals</u></b> .....	21
<b><u>Appendix One – Sanctions</u></b> .....	22
<b><u>Appendix Two - Fines</u></b> .....	23

## **Introduction**

These Rules and Regulations apply to all Co-Owners, their Immediate Family and their Guests.

The primary purpose for these Rules and Regulations is to ensure Co-Owners, their Immediate Family and Guests obtain maximum enjoyment from the use of the facilities while at the same time considering the important aspects of health, safety, general welfare and rights of others in the Resort.

In the event any Co-Owner, Immediate Family member or Guest breaches these Rules and Regulations, the provisions attached hereto as Appendix One shall apply.

As stated in “Part A – Governance”, the Board shall review the Rules and Regulations annually and all recommended amendments will be considered for approval by the Membership.

Members, who wish the Board to consider amendments to the Rules and Regulations, must submit their recommendations to the Board in writing preferably 60 days prior to an Annual General Meeting.

The Management has been empowered to enforce these Rules and Regulations and to levy appropriate penalties.

Complaints from Co-Owners are to be brought to the attention of the Management who will take appropriate action. Members, who disagree with the Management’s enforcement of the Rules and Regulations, may appeal to the Association’s Board of Directors in writing.

Members, who disagree with the Board of Directors decision with respect to an appeal, may appeal to a General Meeting (Annual General Meeting or Extraordinary General Meeting) of the Association.

All appeals to the Board of Directors or to a General Meeting must follow the procedures for such appeals as described in Part A. 4.9 of the Policy and Procedures Manual.

## Definitions

1. **Adult** Any person 19 years of age or older.
2. **Co-Owner** A person who is registered as an owner with the BC Land Titles Office of an undivided, fee simple shared interest in the Resort.
3. **Bullying & Harassment** Includes any inappropriate conduct or comment by a person towards another that the person knew or reasonably ought to have known would cause that person to be humiliated or intimidated. Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, threats, calling someone derogatory names, vandalizing personal belongings, and spreading malicious rumours.
4. **Direct Supervision** The direct supervision of a child by an adult requires that the child be within constant visible and oral control of that adult.
5. **Grandfathered** Exemptions granted to something that was permitted in a time prior to a rule change
6. **Guest** A relative (other than an Immediate Family member) or a friend, renter, tenant, trades or service personnel or anyone else in the Resort by invitation of a Co-Owner.
7. **Hedge** A hedge is defined as two (2) or more trees or tree-like plants growing close together designed to serve as a fence or barrier.
8. **Immediate Family** A spouse or child of a Co-Owner.

- 9. Member** Refers to a Member of the Caravans West Owners Association who, according to the Association's Bylaws, is a Co-Owner and has been designated by all Co-Owners of one shared interest to be the Member of the Association for that shared interest. The Member must be a Co-Owner of the shared interest he/she represents as a Member and no Co-Owner can be a Member for more than one shared interest.
- 10. Occupier** A person or persons who has the right to occupy a designated RV Site; may be either the Co-Owners of that Site or an Immediate Family Member or Guest of the Co-Owners of that Site.
- 11. Offending Party** Any Co-Owner, Immediate Family or Guest who is or is allegedly in contravention to the Rules and Regulations.
- 12. Structures, Permanent** Permanent structures include sheds, shade structures or any other structure attached to or sitting on a concrete pad. Any structure that is not water permeable will be considered a permanent structure. (Concrete pads approved and poured prior to August 5, 2007, shall be exempt from this definition.
- 13. Structures, Non-Permanent** Non-Permanent structures are those that can be easily moved without the use of any equipment.
- 14. Structures, Shade** A shade structure is a roofed structure used to provide shade. This includes gazebos, pergolas, and sun shelters.
- 15. Private Function** Any function of more than ten (10) people when 25% or more of the people are not Co-Owners. (Refer to B3)

- 16. Recreational Facilities** Includes the clubhouses, swimming pools, washrooms and laundry facilities, hot tubs and shower facilities, water park, tennis courts/pickle ball, dart board and recreational areas, and all other facilities provided for use and enjoyment of the Co-Owners.
- 17. Recreational Vehicle (RV)** Park Model: A trailer or recreational unit that conforms to CAN/CSA - Z240 RV Series of Standards, Recreational Vehicles, 3<sup>rd</sup> edition, 2008 or CAN/CSA - Z241 Series -03 (R2008), 2003\_ and which has a gross floor area that does not exceed 50 square metres (538.21 square feet).  
Gross Floor Area is the total area of all floors in a building measured to the outside face of exterior walls. Where the context requires it, *gross floor area* is the total area of all floors in a portion of a *building* in a particular *use*, measured to the outside face of the walls.  
  
A vehicle that is equipped for recreational living and sleeping purposes and, except for park models, does not require continuous connection to sewer, water, and electrical systems.
- 18. Satisfactory Standard** The RV Site should be relatively free of weeds and grass should be kept between 4 to 6 inches. There should be no unruly shrubbery (hedges bushes, trees, plants etc.) and all constructed improvements should be kept in good repair.
- 19. Sponsoring Co-Owner** A Co-Owner who is responsible for an Immediate Family Member or Guest.
- 20. Nuisance or Problem Tree** Shall mean any tree or part of a tree that:  
a) Is a hazard and the risk cannot be mitigated other than by cutting or removing the tree;  
b) Interferes with sewage or utility lines within the boundaries of a Co-Owners site or adjacent sites;  
c) Is causing, or will in the near future cause damage to any RV pad;  
d) Prevents a Co-Owner from placing/parking their RV on the designated pad; and  
e) Does not include a tree that a Co-Owner seeks to remove in order to accommodate site improvements.

## **Section A – General**

A1.	Rule Number One is to enjoy yourself thoroughly at the Resort while being considerate of every other person's right to enjoy the Resort. Please feel free to make any suggestions that may help to make this a better Resort.
A2.	Co-Owners, their Immediate Family and Guests enter the Resort and use its facilities at their own risk. The Resort owners (Co-Owners) collectively, the Association and its employees or agents are not responsible for any personal injury to any Co-Owner or any other person or for any loss or damage to any property of any Co-Owner or other person unless malice or negligence can be proven.
A3.	<p>All Co-Owners are required to carry a minimum of \$2,000,000 liability insurance that extends to their RV Site, their site improvements, and any unit on the site. A unit includes, but is not limited to, park models, tiny homes, travel trailers, destination trailers, fifth wheels or motorhomes. Co-owners must ensure that their site has the required minimum \$2,000,000 liability insurance coverage even when there is no park model or recreational vehicle on their site.</p> <p>Proof of Insurance must be provided to the office annually.</p> <p>a) Failure to provide proof of insurance within 30 days of policy expiration/renewal date or change of coverage date will result in a \$500 fine.</p> <p>b) Should proof of coverage remain outstanding, an additional \$500 fine will be imposed every 30 days.</p>
A4.	The Park Manager and staff of the Resort are employees of the Association and do not take direction from any Member or Co-Owner directly. Any concerns an individual Co-Owner may have with the Park Manager and Executive of the Association or other employees are to be conveyed to the Board of Directors in writing.
A5.	<p>Co-Owners, Immediate Family members and Guests shall conduct themselves with decorum while in the Resort. For instance:</p> <p>a) Bullying or harassment is not acceptable or tolerated in this resort. Everyone will be treated in a fair and respectful manner.</p> <p>b) No Person within the Resort shall harass, intimidate, badger, or in any other way interfere with any other Co-Owner, immediate Family member, Guest or Resort Employee in a manner which would detract from the normal quiet enjoyment to which all persons in the Resort are entitled</p> <p>c) Profanity, loud, and abusive language and other objectionable acts are prohibited</p> <p>d) Games or sports that would bring the Resort into disrepute or interrupt the harmony of the use and enjoyment of others in the community are prohibited.</p> <p>e) Should a Co-Owner, Immediate Family member or Guest be found in serious contravention of a) or b), a fine will be assessed up to \$1,500 per occurrence.</p>
A6.	Co-Owners, Immediate Family members and Guests shall at all times be responsible for the conduct of their children while in the Resort. All children must be under the direction of an adult within the Resort.
A7.	Co-Owners shall be responsible for the conduct of and any damage caused by their Immediate Family members or Guests while in the Resort. Co-

	Owners shall be responsible for the full value of any loss or damage to property or equipment willfully or otherwise defaced, injured, damaged or destroyed by their Immediate Family members or Guests.
A8.	Under no circumstances will minors (under 19 years - B.C. law) be served, be allowed to assist in serving or be permitted to consume liquor in or on any part of the Resort.
A9.	All garbage and other waste material must be placed in the receptacles provided by the Resort. Larger items must be removed at co-owners' expense.
A10.	Parking on a neighboring RV Site or taking shortcuts on or through any RV Site requires the permission of the occupier of that site.
A11.	Signs: a) Signs displaying site numbers are required. b) No signs (including For Sale signs) may be displayed within the Resort except on bulletin boards. Management reserves the right to remove any sign that it deems inappropriate.
A12.	The use of firearms and all other weapons is prohibited within the Resort.
A13.	No major repairs or adjustments shall be made to motor vehicles within the Resort.
A14.	Quiet hours shall be observed from 11:00 p.m. to 8:00 a.m. Extension of the quiet hours may be granted by Management for functions if such functions have received approval prior to the date.  Any noise-generating equipment, including but not limited to: heavy duty equipment, power tools, generators, weed eaters, leaf blowers, lawn mowers, televisions, radios, stereos, musical instruments shall be restricted in their use and time of operation in consideration for the comfort and pleasure of all people in the Resort. At no time shall the use of such equipment be permitted to cause a nuisance to other users of an area.  Any construction type activity or equipment used by Co-Owners or hired contractors for site improvements is permitted only between 8:00 a.m. and 7:00 p.m. and should be utilized in consideration of others.
A15.	No outside clothes drying or clotheslines are permitted within the Resort area except the unobtrusive drying of bathing suits and towels.
A16.	Prospective buyers must be both admitted and accompanied by either the Co-Owner who is selling a lot or a realtor.
A17.	Whenever a shared interest is sold, there shall be an administration fee levied by the Association against the Seller to cover the costs to the Association related to the transfer of ownership. The amount of this levy shall be reasonable and at the discretion of the Board of Directors but not to exceed \$300 without the approval of the Membership.
A18.	Only human waste and toilet paper are to be placed into holding tanks and/or toilets.



## Section B –Facility and Common Area Use

B1.	The Resort and the Family Clubhouse will be accessible for all Co-Owners, their Immediate Family and Guests from January 1 <sup>st</sup> to December 31 <sup>st</sup> . All other recreational facilities will normally be available from April 15 <sup>th</sup> to October 15 <sup>th</sup> , but these dates are subject to change by the Board.
B2.	<p>The clubhouses and other Recreational facilities are available for use by all Co-Owners, their Immediate Family members and Guests to a maximum of ten per RV Site unless otherwise authorized by the Management. The consumption of alcohol by adults is permitted in both clubhouses.</p> <p>However, the following restrictions apply:</p> <ul style="list-style-type: none"> <li>a) Children (under 13 years of age) are not allowed in the Family Clubhouse unless accompanied by an adult.</li> <li>b) The adult clubhouse is restricted to adults only including the rental of the rooms on the second floor with no variances other than to allow any disabled minors use of the handicap shower.</li> <li>c) The family clubhouse and adult clubhouse shall be closed and locked at 11:00 pm daily.</li> </ul>
B3.	<p>Facilities such as the Clubhouses, the Activity Center and other Recreational Facilities may not be used for functions which exclude any of the Co-Owners, their Immediate Family or Guests without the expressed permission of Management prior to the date of any such function.</p> <ul style="list-style-type: none"> <li>a) No “private function” is to be allowed in the Clubhouses and other Common Facilities or Recreational Facilities without the expressed permission of Management prior to the date of any such function.</li> <li>b) The Activity Centre can be used for various activities, including private functions. <ul style="list-style-type: none"> <li>i) All children and teen activities require adult supervision.</li> <li>ii) Any activity that is a private function requires a refundable damage deposit of \$100.</li> <li>iii) Income generating activities require a rental fee of \$100 per day plus a refundable \$100 damage deposit.</li> </ul> </li> </ul>
B4.	The kitchens in the clubhouses are meant for use for functions open to all Co-Owners and not for individual Co-Owners personal use. Therefore, use of the kitchens requires approval from the Management.
B5.	Use of all facilities and equipment will be on a first come first served basis except where reservations have been approved by the Management or designate.
B6.	Play at any facility (e.g. pickleball, tennis courts, and pool tables) will be limited to forty-five (45) minute periods when others are waiting to use the facility. At the expiration of that time the players are required to relinquish the facility.
B7.	Footwear used on all athletic courts and common buildings should be appropriate.
B8.	That no smoking or vaping be allowed in any buildings or on any common grounds within the Resort.

B9.	Co-Owners (Adults 19+) can grow up to four non-medical cannabis plants per household. These plants cannot be grown in a space that can be seen by passers by. Cannabis use is restricted to Co-Owners' sites. There is to be no cannabis use on or in any common grounds or buildings.
B10.	The operating hours for the adult and family swimming pool and hot tub are determined by Management and will be posted at the pool site. Additional pool rules are posted at the pool site and will apply.
B11.	Food, drinks, smoking of any kind and glass products are prohibited inside the fencing surrounding the pools and hot tubs. Water in non-glass containers is allowed.
B12.	No large floating devices (e.g., air mattresses, floating chairs, inflatable boats) are allowed in the pools or hot tubs for safety and to prevent contamination.
B13.	Use of the adult swimming pool and adult hot tub (including the area within the chain link and wooden fencing surrounding the pool area) is restricted to those nineteen (19) years of age and older.
B14.	All children under thirteen (13) years of age must be accompanied by an adult when inside the fencing surrounding the family pool, hot tub and wading pool.
B15.	No wet garments are to be worn in the clubhouses except for direct access to and from the washroom facilities.
B16.	No skateboards, roller blades or bicycles are permitted in or on Recreational Facilities including their decks or patios or left unattended on pathways.
B17.	Gates to the beach will be locked each night. Times will be determined by management.
B18.	Notwithstanding G4, the gathering or cutting of wood or other vegetation within the Resort's common areas is prohibited without management's permission.
B19.	Wood Fires: a) Are permitted in designated fire pits only. b) Are not permitted on RV Sites.  Management has the discretion to prohibit the building of fires at any time.
B20.	Only charcoal briquettes, wood smokers or propane may be used to barbecue on individual RV Sites.
B21.	In order to prevent over-taxing of the Resort facilities and utilities, no more than ten (10) persons may overnight on one RV Site without the prior written permission of Management.  On any given day or days, if guest numbers should reach inordinate levels, the Management has the discretion to limit the number of daytime guests visiting on one RV Site temporarily for that day or days.
B22.	Co-Owners can reserve the rooms in the Adult Clubhouse for up to 7 days to provide temporary accommodation for guests.
B23.	Storage Compounds: a) Storage spaces are intended for the storage of boats, RV's, cargo/utility trailers and other recreational vehicles owned by Co-Owners only.

	<ul style="list-style-type: none"> <li>b) For each item stored within the storage compounds, minimum \$2,000,000 liability insurance is required in order to be assigned a storage space. <ul style="list-style-type: none"> <li>i) Proof of insurance must be provided to the office annually.</li> <li>ii) Failure to provide insurance within 30 days of policy expiration/renewal date or change of coverage date will result in loss of storage privileges.</li> <li>iii) Items on or in trailers, including but not limited to watercraft, recreational vehicles, vehicles, motorcycles, quads, and ATV's require separate insurance coverage from the trailer itself.</li> </ul> </li> <li>c) Storage spaces are assigned on a first come, first serve basis.</li> <li>d) Each Co-Owner is entitled to one storage space only regardless of the number of shared interests (RV Sites) that Member owns.</li> <li>e) Storage spaces shall not be sub-let to other Co-Owners or non Co-Owners.</li> <li>f) Storage spaces may be shared with another Co-Owner who has not previously been assigned a spot with the approval of Management.</li> <li>g) It is the responsibility of each user to keep the space neat and tidy. Management has the right to revoke any allocation if, after suitable warnings the Co-Owner refuses to clean and tidy up the allocated space to satisfactory standards.</li> <li>h) Structures are not to be erected in the storage compounds.</li> <li>i) Fees for the use of the storage compound will be determined by the Board of Directors.</li> </ul>
B24.	<p>Gym Use</p> <ul style="list-style-type: none"> <li>a) All Co-Owners, their Immediate Family Members, Guests, and renters using the Gym facility must first be authorized by signing the "Gym Use and Liability Waiver Agreement".</li> <li>b) Caravans West Owners Association, including the Resort Co-Owners collectively, and it's employees or agents assume no responsibility for injury of any kind, or death of any person by any cause that may occur while in the Gym facility. Use of equipment and the gym facilities by users is entirely at their own risk.</li> <li>c) Door codes or access cards/keys for the Gym are NOT to be shared with anyone who has not signed the "Gym Use and Liability Waiver Agreement".</li> <li>d) Persons under the age of 19 must be accompanied by an adult (a person 19 years of age or older). No children under the age of 13 are allowed in the Gym, accompanied or not.</li> <li>e) All gym users must follow all of the rules posted in the gym.</li> <li>f) Management has the discretion to refuse gym access to users, or revoke Gym use privileges for disregard of the Policy or posted Rules.</li> <li>g) Anyone found to be in violation of any of the gym usage rules will be fined \$100 per occurrence.</li> </ul>

## Section C – Operation and Parking of Vehicles

C1.	Drivers of vehicles eligible for licensing under the Motor Vehicle Act and golf carts must obey the same rules & regulations within the Resort as they would outside the Resort.
C2.	Management has the discretion to rule on the suitability of any vehicle, for use or storage within the Resort (including boats and other vehicles used for recreation) and to exclude it, if it is deemed unsuitable.
C3.	<p>All vehicles within the bounds of the Resort must be properly licensed and insured for travel on public roads, or if stored, insured for storage with a minimum \$2,000,000 liability coverage. Proof of insurance must be provided on request of Management.</p> <ul style="list-style-type: none"> <li>a) Vehicles include but are not limited to cars, trucks, vans, motorcycles, cargo and utility trailers, boat and ATV trailers</li> <li>b) Derelict vehicles, broken down vehicles, or vehicles that are not roadworthy cannot be stored within the bounds of the Resort.</li> </ul> <p>All boats or other vessels, ATVs, dirt bikes and other toys with engines parked or stored on a Co-Owners RV Site must carry a minimum of \$2,000,000 liability insurance. Items on or in trailers require separate insurance coverage from the trailer itself. Proof of insurance must be provided on request of Management.</p> <p>A fine of \$100 will be imposed for each item in contravention of the rule. Should the contravention continue, without interruption, for longer than 7 days, a fine may be imposed every 7 days. After 60 days the item will be towed at the vehicle owner's expense.</p>
C4.	The speed limit on the Resort roads is 10 km/hr.
C5.	<p>All vehicles within the Resort must display a valid parking pass.</p> <ul style="list-style-type: none"> <li>a) Co-Owners must display a permanent windshield decal.</li> <li>b) Guests and renters must display an easily visible Visitors Pass.</li> <li>c) Staff vehicles must display valid staff parking identification.</li> </ul>
C6.	<p>Pleasure riding of motorcycles, scooters or all-terrain vehicles is not permitted within the resort.</p> <p>The use of motorcycles and scooters as transportation between the entrances to the resort and the Co-Owners site is permitted.</p>
C7.	<p>All non-motorized vehicles (bicycles, tricycles, scooters, skateboards, roller blades, etc.) must be operated in a safe and courteous manner.</p> <p>Parents or guardians must ensure that their children know and obey the rules of the road and courtesies and that their children are appropriately supervised.</p>
C8.	<p>Parking in common areas:</p> <ul style="list-style-type: none"> <li>a) Visitor parking is for guests only.</li> <li>b) Visitor parking is for vehicles only. (No boats or trailers or RV's are permitted)</li> </ul> <p>Co-Owners may apply for a temporary permit during construction and/or landscaping.</p>
C9.	<p>RV Parking on RV Sites:</p> <ul style="list-style-type: none"> <li>a) Only one RV may be used as a living unit on any one RV Site.</li> <li>b) Truck campers or van conversions must be parked within the confines of the RV Site.</li> <li>c) Campers must remain on the truck.</li> </ul>

	An Additional RV may be parked on site for loading and unloading for a period up to 48 hours. A temporary parking permit from the office is required and must be displayed.
C10.	<p>Parking on RV Sites:</p> <ul style="list-style-type: none"> <li>a) Co-Owners must provide space on their own RV Sites for their vehicle parking needs within the confines of their lot.</li> <li>b) Co-Owners may store boats, cargo/utility trailers and other recreational "toys" (excluding RVs) on their RV Sites providing there is room to park one (1) vehicle. These may not extend into the roadway.</li> <li>c) During the winter months all items must be placed a minimum of three (3) feet back from the pavement to accommodate snow removal.</li> </ul>
C11.	<p>Beach access restrictions:</p> <ul style="list-style-type: none"> <li>a) Beach access is limited to drop-of only with a 5 minute limit on parking.</li> <li>b) Lakeside parking is limited to lakeside residents and their guests only.</li> <li>c) One parking spot is designated for vehicles with a valid handicapped tag.</li> </ul>

### Section D –Golf Carts

D1.	<p>All golf carts must be registered (renewed annually) with the Association which includes signing the Golf Cart Use and Waiver Agreement.</p> <p>All Golf Cart owners must:</p> <ul style="list-style-type: none"><li>a) Provide proof of insurance with a minimum of \$1,000,000 liability insurance.</li><li>b) Ensure the golf cart is equipped with brakes, mufflers (if required), reflectors, horn, rear view mirrors, head and tail lamps (if operated at night).</li><li>c) Failure to provide proof of insurance within 30 days of policy expiration/renewal date or change of coverage date will result in a \$100 fine.</li><li>d) Should proof of coverage remain outstanding, an additional \$100 fine will be imposed every 30 days.</li></ul>
D2.	<p>All golf carts must display a reflective number, issued by the Association in an easily visible location.</p>
D3.	<p>Golf Cart Drivers must:</p> <ul style="list-style-type: none"><li>a) Be 16 years of age or older to drive without adult supervision.</li><li>b) Be supervised by an adult if between the ages of 10 and 15.</li><li>c) Remain seated while driving.</li><li>d) Be 19 years of age or older to operate a golf cart between 11:00pm and 8 am.</li><li>e) Follow the posted speed limit of 10 km/hr.</li><li>f) Ensure that there is a designated seating position for each passenger and that all passengers remain seated.</li><li>g) Obey the same rules and regulations within the Resort as they would outside the Resort.</li></ul>

### **Section E – RV's and Park Models**

E1.	All RV's entering the Resort must be CSA approved and carry a minimum of \$2,000,000 liability insurance.
E2.	Only one RV may be used as a living unit on any one RV Site.
E3.	An RV may be raised a maximum of 32 inches from the pad to the floor of the RV.
E4.	RV's without holding tanks, except park model trailers, are not permitted. All RV's sewer connectors must be securely fastened and airtight. All RV's are subject to approval by the Management.
E5.	There must be no alterations done to any RV that would cause that RV to become no longer towable. This includes, but is not limited to, the addition of an attached roof.

## Section F – Site Use

F1.	<p>In order to prevent over-taxing of the Resort facilities and utilities, no more than ten (10) persons may overnight on one RV Site without the prior written permission of Management.</p> <p>On any given day or days, if guest numbers should reach inordinate levels, the Management has the discretion to limit the number of daytime guests visiting on one RV Site temporarily for that day or days.</p>
F2.	<p>Co-Owners are expected to keep their RV Sites clean and in good repair at all times.</p> <p style="margin-left: 40px;">a) Management may direct a Co-Owner to clean up or repair any deterioration of construction or landscaping to a “satisfactory standard” (see “Definitions”).</p> <p style="margin-left: 40px;">b) If the Co-Owner is unable or unwilling to undertake the clean-up or repairs, Management with the approval of the Board of Directors, following notice in writing, will do the necessary clean-up or make the necessary repairs at the Co-Owner’s expense.</p>
F3.	<p>There is to be no over-night camping at any RV Site if there is not a proper RV vehicle on that RV Site without the express permission of management.</p>
F4.	<p>Overnight guests:</p> <p>May stay for a maximum of 4 nights only in the following:</p> <p style="margin-left: 40px;">a) A tent erected on the RV Site</p> <p style="margin-left: 40px;">b) A truck camper or van conversion parked on the RV Site.</p>
F7.	<p>Only charcoal briquettes or propane may be used to barbecue on individual RV Sites.</p>
F8.	<p>Tarps may be used on RV Sites for protective covering during the winter months providing they are in good repair.</p> <p>Tarps must be removed prior to the May long weekend.</p>
F9.	<p>RV Sites are not intended for commercial or business purposes. However, business like transactions within the resort are considered a Co-Owner service. Any service that brings outside traffic into the park is prohibited. Any service should not infringe on the privacy and enjoyment of adjacent sites. (Refer to A14)</p>
F10.	<p>Loose materials must not be stored under any RV unless it is completely covered by the RV skirting.</p> <p>Co-Owners may use storage boxes that are in good condition to store such materials.</p>
F11.	<p>Propane tanks are limited in size to 80 gallons US or less on any one RV Site.</p>



## Section G - Site Improvements

G1.	<p>A Site Improvement Plan must be submitted and approved prior to any construction, major improvements, or alterations to existing structures on any RV Site. This includes but is not limited to landscaping, RV (and Park Model) decks, railings, trellises, privacy screens or storage sheds.</p> <p>Co-Owners must provide evidence of any required CSRD or Technical Safety BC permits for any construction or electrical alterations, or propane/gas lines.</p>
G2.	<p>Each Co-Owner shall have 12 months after acquiring an approval to complete site improvements to a satisfactory standard.</p> <p>Management has the discretion to grant extensions.</p>
G3.	<p>Co-Owners must maintain the shoulders of the roadways on the front and sides of their RV Sites. Nevertheless, Co-Owners must not encroach on these shoulders with landscaping, plants or any other means without the consent of the Management. Natural obstructions existing prior to initial sale of the RV Site may remain.</p>
G4.	<p>Tree Removal:</p> <p>a) Trees removed from an RV Site as a result of a directive from the Board of Directors for safety reasons shall be at the expense of the Association.</p> <p>b) Nuisance or problem trees can be removed from an RV site with written approval of the management and shall be at the Co-Owner's expense. See Definitions – Nuisance or Problem Tree.</p> <p>c) No Co-Owner shall cut, remove or damage any tree within the Resort or suffer or permit any such tree to be cut, removed or damaged, except where permitted by and in accordance with G4(a) and (b).</p> <p>d) Where more than one tree is cut down, removed or damaged in violation of G4(c), a separate offence is committed in respect of each individual tree.</p> <p>e) Any Co-Owner who commits an offence against G4 is liable to a fine as set out in Appendix Two - Fines.</p> <p>f) Despite section G4(c), this manual does not apply to trees with a DBH (diameter at breast height) of less than 100 mm (4 inches); normal pruning of trees in accordance with sound horticultural practice; pruning of trees for the improvement of pathway and utility clearance, and traffic visibility; and any fruit or nut tree.</p> <p>g) Trees that shed branches, needles, cones, sap and/or leaves are not to be considered a nuisance or problem tree, unless it is confirmed to be dead or dying.</p> <p>h) Only fully insured qualified professionals are allowed to cut or remove a nuisance or problem tree from within the Resort. Proof is required to be presented to the Manager as support of an application to cut or remove a tree.</p>
G5.	<p>Fences are permissible to a maximum height of 6 feet, to a standard determined by the Board and Management, as measured from the closest concrete pad, with the following exception:</p> <p>Fences are restricted to a maximum height of 3 feet for the first 10 feet from the front boundary of the RV Site.</p> <p>a) Fences are a maximum height of 6 feet along lot sides and rear perimeter only.</p>

	<ul style="list-style-type: none"> <li>b) All fence posts must be at least 2 feet deep.</li> <li>c) Posts and railings must be placed inward to the Co-owner's Site.</li> <li>d) Any damage to electrical, water, or sewer lines will be repaired by the Resort at the Co-owner's expense.</li> <li>e) The fence must be constructed and finished in accordance with commonly accepted material and building standards.</li> <li>f) Aesthetics of the fence must align to the aesthetics of the Park.</li> <li>g) Regular maintenance is required.</li> </ul>
G6.	One privacy screen is permitted per RV site to a maximum size of 6' high by 8' long.
G7.	Trimmed <u>hedges</u> are restricted in height to a maximum of three (3) feet for ten feet from the front boundary line of a RV Site. Elsewhere on RV Sites, trimmed hedges are allowed to a maximum of 8 feet.
G8.	<p><u>Setbacks:</u></p> <ul style="list-style-type: none"> <li>a) There is a 3' setback on both sides of all RV lots. There must be no permanent or non-permanent structures placed within these setbacks. This means that bay windows, RV slides, push-outs and similar structures cannot intrude into the setback area.</li> <li>b) Front setbacks of 10' from the property line as measured from the rear boundary of the site are required for RV's, Park Models, and all permanent and non-permanent structures.</li> <li>c) Front setbacks of 3' from the property line as measured from the rear boundary of the site are required for landscaping.</li> <li>d) Rear setbacks of 7.5' are required for RV's and Park Models.</li> <li>e) Co-Owners must not impede access to the utility easement.</li> </ul>
G9.	<p><u>Decks:</u></p> <ul style="list-style-type: none"> <li>a) Must not exceed a height of 32 inches as measured from the concrete pad.</li> <li>b) Must not wrap around or extend beyond either end of the RV or Park Model.</li> <li>c) May have railings providing they do not exceed a maximum height of 42 inches from the floor of the deck.</li> <li>d) May be enclosed to provide a 'Sun Room" provided that the enclosure walls are 60% glass and/or screen.</li> <li>e) Must be no wider than 12 feet.</li> <li>f) May not have a roof that is higher than the peak of the roof of the RV or Park Model.</li> <li>g) The combined width of the RV or Park Model and any deck must be no wider than 24 feet.</li> </ul>
G10.	Park Models must be skirted within 30 days of installation.
G11.	The coverage on any RV Site shall not exceed 50% of the total square footage of that Site. This includes concrete pads and any permanent or non-permanent structure with a solid roof that is not water permeable.
G12.	<p><u>Permanent Sheds:</u></p> <ul style="list-style-type: none"> <li>a) Are limited to one per site.</li> <li>b) Must have a maximum wall height of 7 feet 6 inches with a peak that is no higher than 9 feet 6 inches.</li> <li>c) Must be no greater than 80 square feet.</li> <li>d) May have a maximum of a 3 foot overhang on one side only, provided this does not encroach on setbacks.</li> </ul>
G13.	<p>Non-permanent, movable sheds are permitted providing:</p> <ul style="list-style-type: none"> <li>a) The maximum combined square footage of any non-permanent sheds shall not exceed 80 square feet on any one site.</li> <li>b) They are approved by management on the site improvement plan prior to placement on a site.</li> </ul>

	c) Their square footage is considered to be part of the 50% coverage specified in G11.
G14.	Co-Owners must not erect a roof or any structure that will cover the roof of their RV. Such roofs as are currently in place prior to June 2019 will be 'grandfathered' and may not be re-constructed.
G15.	<p><u>Shade Structures:</u></p> <p>a) The maximum allowable floor area is 144 square feet for each structure.</p> <p>b) The maximum allowable wall height per structure is 8 feet, with a peak no higher than 12 feet.</p> <p>c) The sides may be open or include pony walls, to a maximum height of 42 inches, with upper walls that are screened, glass, plexiglass and/or open.</p> <p>d) A Shade Structure may include one solid wall, not to exceed 25% coverage, as calculated by the square footage of all walls.</p>

## Section H – Pets

H1.	Pets: a) Must be on leashes and under the control of the owner at all times. b) Must not be permitted on any RV Site, other than the one occupied by the owner of the pet without the consent of the occupier of that RV Site. c) Are not permitted in or on any recreational facilities or their patios or decks where food is being served. d) Must not be tied to the fence of any recreational area.
H2.	Management has the discretion to: a) Require any person to remove unruly, loud and/or misbehaving animals from the Resort. b) Remove any roaming pets from the Resort. c) Restrict the size, type and number of pets brought into the Resort by anyone.
H3.	All pet waste must be picked up and deposited in a designated pet waste receptacle.

## Section I – Site Rentals

I 1.	<p>Co-Owners must submit the CWOA Rental Agreement at least 7 days in advance of the arrival of their tenants.</p> <p>Anyone found renting without a signed and approved Agreement in place will receive a fine of \$500.00 for each offence.</p>
I 2.	Co-Owners may rent their RV Sites for a period of less than seven (7) calendar days, but they may not have more than one (1) renter per seven (7) day cycle.
I 3.	The Co-Owner must have a minimum \$2,000,000 liability Insurance, as per A3, and an additional Rental Endorsement or Rider on their insurance. Copy of current insurance policies must be on file prior to Site rental.
I 4.	<p>Co-Owners must ensure:</p> <ul style="list-style-type: none"> <li>a) That their renter is not on the “Do Not Rent List”. Renters on this list will be turned away or evicted.</li> <li>b) That their renter is of legal age (19 years or older).</li> </ul>
I 5.	<p>Rental Fees will apply as follows:</p> <ul style="list-style-type: none"> <li>a) Co-Owner is on site and ensures that Renters are admitted to the Resort and parked appropriately - \$25.00 per rental.</li> <li>b) Co-Owner is not available and staff are required to admit and park the renter - \$50.00 per rental.</li> </ul>
I 6.	All RV’s must be approved prior to arrival. No type of tents, tent trailer, hybrid trailer, pop up trailers are allowed.
I 7.	<p>Co-Owners are responsible to provide each renter with a copy of PPM Part B: Rules and Regulations along with the following information:</p> <ul style="list-style-type: none"> <li>a) Renters and their guests are limited to 10 persons per site during the daytime and no more than 10 persons may overnight on the site without prior permission from management.</li> <li>b) Renters cannot allow anyone to use the rental lot if they are not there.</li> <li>c) Renters cannot sub-let a Co-Owners lot.</li> <li>d) Only TWO pets are allowed and pets must be leashed at all times.</li> <li>e) Incoming renters must only arrive during office hours if staff are required to assist them.</li> <li>f) A refundable deposit will be required if necessary for the office to issue a gate card. Renters’ cards will be cancelled at noon on their final day.</li> <li>g) A renter parking pass must be displayed in their vehicle.</li> <li>h) RV holding tanks must be empty before they enter the Resort.</li> <li>i) Only human waste and toilet paper are to be flushed into our sewer system.</li> </ul>
I 8.	The Co-Owner is responsible for the upkeep of their rental lot. Any clean up performed by Management will be charged to the Co-Owner.
I 9.	Co-Owner will be financially responsible for all damages intentional or accidental by the Renter and/or their guests.
I 10.	<p>CWOA reserves the right to evict Renters for non-compliance with our Rules and Regulations including but not limited to:</p> <ul style="list-style-type: none"> <li>1) Verbal or physical abuse</li> <li>2) Intentional damage to facilities or common lands.</li> <li>3) Continued contravention of Rules and Regulations following a written warning.</li> </ul>

## **Appendix One - Sanctions**

Any Offending Party shall be subject to the following sanctions in addition to the provisions of the Co-Owners Agreement:

- a. The Management may have an Offending Party removed from the Resort immediately if the breach of these Rules and Regulations is such that, in the Management's opinion, the safety or wellbeing of other persons in the Resort is being jeopardized.
- b. For breaches of these Rules and Regulations which do not fall within the category set out in Sanction a, the Management shall provide a written notice to the Co-Owner who is either the Offending Party or who is the Sponsoring Co-Owner of the Offending Party outlining the breaches and requesting that the breaches cease and/or be rectified within a specified, reasonable period, normally 30 days.
- c. If the breaches do not cease or are not rectified within the specified time, as per notice, the Management will issue a further notice in writing to the Co-Owner (who is either the Offending Party or the Sponsoring Co-Owner of the Offending Party), that a fine will be issued as per Appendix Two - Fines.
- d. Any Co-Owner receiving a notice pursuant to these sanctions is entitled to attend the next scheduled meeting of the Board and to make a representation relating to the alleged breaches. If the Co-Owner requests such a representation, all sanctions will be held in abeyance pending this appeal process.
- e. If the Offending Party is also a member of the Board, he or she shall not participate in any decision made by the Board to withdraw services to an RV Site pursuant to these sanctions.
- f. All notices pursuant to this part shall be hand delivered, or sent by registered mail, or confirmed email, to the Co-Owner who is the Offending Party or to the Sponsoring Co-Owner of the Offending Party at the address for that Co-Owner as shown in the records of the Association or such other address as may be provided to the Association in writing by the Co-Owner.
- g. Financial penalties (See Appendix Two – Fines) can be levied at the discretion of the Management for failure to comply with these Rules and Regulations and if such penalties are not paid, a lien against the Co-Owner's shared interest recoverable upon resale of the shared interest.
- h. All fines will be assessed to the Co-Owners, as they are responsible for themselves, their guests, family members, contractors, and renters as defined in these Rules and Regulations.

## Appendix Two – Fines

Offence	Fines and Notice Requirement	Further Non-Compliance
General Disregard for Rules & Regulations Part B	Minimum Fine of \$100 for EACH OFFENCE after a verbal and/or written notice has been issued.	Fines will double for each of same type of Rules violation for each infraction thereafter that occurs within a twelve (12) month period. Resort access may be restricted.
Vandalism of Resort Property. Vandalism of Co-Owners Property.	Minimum Fine of \$100 and complete restitution of all costs of damages to be implemented immediately.	Fines will double if a second offence occurs within a twelve (12) month period.
Bullying and Harassment (Section A5, a and b)	Should a Co-Owner, Immediate Family member or Guest be found in serious contravention of a or b, a fine will be assessed up to \$1,500.00 per occurrence.	
Parking Violations	Minimum Fine of \$100 for EACH OFFENCE after a verbal and/or written notice has been issued.	Vehicles will be towed with Owner responsible for towing charges.
Gym Use Violations (Section B24)	Anyone found to be in violation of any of the gym usage rules will be fined \$100 per occurrence.	
Failure to have vehicles within the bounds of the park properly insured. (Section C3)	A fine of \$100 will be imposed for each item in contravention of the rule.	Should the contravention continue, without interruption, for longer than 7 days, a fine may be imposed every 7 days.  After 60 days the item will be towed at the vehicle owner's expense.
Failure to have boats or other vessels, ATVs, dirt bikes and other toys with engines parked or stored on a co-owners site properly insured. (Section C3)	A fine of \$100 will be imposed for each item in contravention of the rule.	Should the contravention continue, without interruption, for longer than 7 days, a fine may be imposed every 7 days.  After 60 days the item will be towed at the vehicle owner's expense.
Golf Cart Insurance (Section D1)	Failure to provide proof of insurance within 30 days of policy expiration/renewal date or change of coverage date will result in a \$100 fine.	Should proof of coverage remain outstanding, an additional \$100 fine will be imposed every 30 days.
Golf Cart Violations: Not registered with resort, No insurance, Underage drivers, Speeding/reckless driving	Minimum Fine of \$50 for EACH OFFENCE after a verbal and/or written notice has been issued.	After two (2) offences the Co-Owners will be prohibited from operating a golf cart within the Resort property for a period of twelve (12) months.
RV Site Infringements. RV Site Improvement Violations.	Written notice is issued requiring infraction be rectified within thirty (30) days.	Minimum Fine of \$100 if infraction is not rectified within thirty (30) days from issuance of the written notice, unless extension granted by management.
Failure to have items in the storage compound properly insured and provide copy of insurance. (Section B23)	Failure to provide proof of insurance within 30 days of policy expiration/renewal date or change of coverage date will result in loss of storage privileges.	

RV Site Maintenance Violations (F2) (Appendix 1b)	Written notice issued outlining the breaches and that the breaches cease and/or be rectified within a specified, reasonable period, normally 30 days; Copy provided to the Board of Directors.	If the Co-Owner is unavailable to undertake the clean-up or repairs, Management with the approval of the Board of Directors may, following suitable notice by registered mail, do the necessary clean-up or make the necessary repairs at the Co-Owner's expense.
Rental Policy Infractions (Section I)	Minimum Fine of \$500 for EACH OFFENCE of Renting without notifying the Office and/or Renting without signing the Rental Agreement.	
Proof of Insurance (Section A3)	Failure to provide proof of insurance within 30 days of policy expiration/renewal date or change of coverage date will result in a \$500 fine.	Should proof of coverage remain outstanding, an additional \$500 fine will be imposed every 30 days.
Cut down/Removal of a Tree	\$1000.00	n/a
Damage a Tree	\$250.00	Instances of further damage to a tree 30 days from the initial offence, will constitute a new offence.

**July 2024**