



SEASONAL RULES & REGULATIONS

1. RENTAL & PAYMENT TERMS

Seasonal rates include your site rental, mail service, parking for 2 vehicles, beach and playground access, laundromat, gym, washrooms, games room & seasonal pool. Payment in full for seasonal sites is due by October 15th for the winter season and March 15 for the summer season.

A damage deposit is taken at the start of your stay. These are paved, privately owned sites and we expect them to be kept in the same condition as arrival. We also take a utility deposit against your hydro bills for the site, and will reconcile this against the bills with a refund or balance owing at the conclusion of your stay. Winter storage is available for boats, trailers and RVs. There are additional charges for extra vehicles and certain other items. If you are unsure about what is included in your rental rate please ask the office.

We do not offer residential rent or long term stays. Seasonal sites are for a fixed term only. You agree to abide by the rules of the resort in order to continue renting, and to sign a seasonal licence to occupy agreement and facility waiver with the office on behalf of all members in your party.

2. GENERAL RULES AND REGULATIONS

2.1. The Occupant or Camper is responsible for reviewing the Park's bylaws and observing all bylaws, rules, laws, regulations, policies and similar requirements.

2.2. Prior to gaining access of the Site, each Occupant and Camper (or legal guardian thereof) must sign the Indemnity and Acceptance attached to this licence to occupy. Without limiting the Indemnity and Acceptance, the Occupants and Campers acknowledge and agree that they will access and use the Park and Park's facilities at their own risk. Further, Occupants and Campers will ensure that each guest signs a liability waiver prior to entering the Park.

2.3. Sites are for use and occupancy only. These are licences to occupy for seasonal

recreational use and are not to be used as the Occupant's or Camper's primary or permanent residence. Each licence to occupy will terminate at the end of each season, unless renewed, and a new licence to occupy must be applied for with Management - acceptance granted at Management's sole discretion.

- 2.4. The Occupant or Camper shall vacate the Site and remove all personal belongings and rubbish prior to 1:00pm local time on the day that the licence to occupy expires.
- 2.5. If the Occupant or Camper fails to vacate the Site in accordance with the terms of this licence to occupy, additional fees and penalties, in amounts determined in the sole discretion of Management, will apply.
- 2.6. Structures, improvements, vehicles, and belongings left on the premises longer than 7 days past the expiry of this license to occupy will become the exclusive property of Management, without further notice and may be disposed of our sold at Management's sole discretion without consideration to the Occupant or Camper, either monetary or otherwise.
- 2.7. Extensions or renewals of the licence to occupy are not guaranteed.
- 2.8. Subletting or assigning this licence to occupy is not permitted.
- 2.9. Management reserves the right to evict any Occupant or Camper should the Occupant or Camper fail to comply with the Park rules, Bylaws, local/Provincial/Federal laws or regulations. Refunds after eviction would be at Management's sole discretion.
- 2.10. A non-refundable reservation fee of \$250.00 (CAD) is payable by the Occupant or Camper by October 15th to hold the subject Site for the spring season, or by May 15th to hold the subject Site for the fall season (for RV Sites).
- 2.11. An Occupant or Camper, their families and guests must have respect and maintain the Site, their recreational vehicle(s) located in the Park, and the Park in general. This includes ensuring garbage/refuse is placed in the appropriate receptacles, not allowing the subject Site to become cluttered and not storing/displaying objectionable materials. This is a family friendly Park and an Occupant or Camper, their families and guests are expected to maintain acceptable decorum during their stay.
- 2.12. A Damage Deposit is due and owing at the time of arrival for the licence to occupy. The Damage Deposit is refundable to the Occupant or Camper upon conclusion of your stay if the Site is left in original condition and no monies are left outstanding by the Occupant or Camper. Before and after photos will be taken of every lot at the time of arrival by Management. An additional deposit may be collected towards utilities.
 - a. \$200.00 (CAD) damage deposit for bare Sites;
 - b. \$500.00 (CAD) damage deposit for landscaped Sites;
 - c. One half months' license to occupy fee damage deposit for RV & Park Models
- 2.13. If, at the end of this licence to occupy, there is damage to the Site (including, without limitation, damage in excess of ordinary wear and tear or missing items) in excess of the Damage Deposit paid by the Occupant or Camper, the Occupant or Camper will forfeit their Damage Deposit and will be responsible for all costs associated with the repairs or replacements (less the Damage Deposit) necessary to return the Site to the condition that the Site was in at the commencement of this licence to occupy. Any/all such repairs and/or replacements will be promptly attended to and paid for the Occupant or Camper and will be overseen and approved by Management to ensure quality, safety and consistency with the rest of the Park.

- 2.14. Occupants or Campers are not permitted to use of the Park outside of the paid licence to occupy term without permission from Management. Guests of the Occupant or Camper must obtain a visitor pass from the Management for stays of greater than 3 consecutive hours. Visitor passes can be arranged in advance.
- 2.15. Management will not refund license to occupy fees, booking deposits or any rent due to an Occupant or Camper should they choose to end their stay early or cancel.
- 2.16. The Occupant or Camper is expected to pay their accounts and invoices provided from Management on or before the applicable due dates. Interest at **Prime Rate + 3%** and/ or service fees (at Management discretion) will be charged on delinquent accounts. Failure to pay delinquent accounts may result in the monies being deducted from the Occupant or Camper's Damage Deposit.
- 2.17. Management may charge a fee of \$50.00 (CAD) for each NSF cheque or overdue payment.
- 2.18. If the Occupant or Camper is in default for more than 7 days and has not made payment arrangements with Management, Management may place a padlock on the RV (at the Occupant or Camper's expense) or change the locks and the Occupant or Camper shall not be entitled access to their RV and/or Site until they settle the default with Management. Management reserves the exclusive right to move the RV from the Site. Under no circumstances may the Occupant or Camper remove any goods from the RV or move the RV from its Site while the Occupant or Camper is in default.
- 2.19. The Occupant or Camper shall have access to the Site 24 hours a day, 7 days a week as long as their account is in good standing and their licence to occupy is still valid and active.
- 2.20. All complaints must be in writing and delivered to Management.
- 2.21. Notwithstanding the terms contained within this licence to occupy, Management has the right to:
 - a. Relocate an Occupant or Camper to a Site of comparable size;
 - b. Terminate the Occupant or Camper's right to use the Site with thirty (30) days written notice before expiration of the license to occupy term for terms which have been fully paid by the Occupant or Camper.
 - c. Evict the Occupant or Camper with 48 hours' notice without refund or reimbursements of any amounts paid by the Occupant or Camper to Management if the Occupant or Camper fails to comply with the terms of this license to occupy, or fails to pay rent or utilities plus any interest or fees in full, and such failure continues for a period of 7 days after Management provides the Occupant or Camper with written notice of such failure.

3. SITES

- 3.1. A maximum of 2 adults and 4 children under the age of 18 are permitted on each Site. Please contact Management should your immediate family (parents and children) exceed this maximum occupancy.
- 3.2. A maximum of 2 licenced, plated and insured vehicles may be on each Site. All vehicles must be in a good state of repair. Good state of repair means, but is not limited to, vehicles which are not leaking fluids of any kind or shedding materials

which will contaminate the site, or vehicles which are deemed by Management to be a fire hazard. Management reserves the right to immediately remove any vehicles which it deems to be environmental or safety hazards at the Occupant or Camper's expense. Temporary parking is available in designated parking areas for visits under 3 hours. Day passes may be obtained from Management, in Management's sole discretion.

- 3.3. Sites permit one RV/trailer/motorhome only. Management reserves the right to remove any additional RVs/trailers/motorhomes or non-approved recreational vehicles from the Site at the Occupant or Camper's expense. Pending available space(s) available in the Park, Management may allow any additional RVs/trailers/motorhomes or non-approved recreational vehicles to be stored, at the Occupant or Camper's expense.
- 3.4. Tenting is not permitted on Sites unless expressly approved in advance by Management in writing and an additional fee in an amount determined by Management is paid in full.
- 3.5. A second refrigerator/freezer or equivalent is only permitted with Management's prior written approval and must be stored inside an approved shed, which must be securely locked when not in use.
- 3.6. Golf carts are not permitted in the Park unless expressly approved in advance by Management in writing.
- 3.7. When an Occupant or Camper leaves a Site for the season, or permanently, the Site must be left clean and free of debris/rubbish, nails, wood, garbage or clutter. Outdoor furniture must be removed or stored indoors or secured in such a way that it does not blow away or cause damage to the Site or Park. Any Sites left in an unacceptable state may be cleaned by Management at the Occupant or Camper's expense.

4. SITE IMPROVEMENTS AND BUILDING PERMITS

- 4.1. Construction or improvements of any kind to the Park, Site or recreational vehicle located in the Park must first receive written approval from Management. This includes landscaping which includes, but is not limited to, the planting, trimming or removal of trees/shrubs or other plants on Site or anywhere in the Park.
- 4.2. Below ground digging is not permitted without prior written consent from Management.
- 4.3. All decks, awnings and external structures must comply with the Bylaws and all local and Provincial rules/regulations/legislation/codes and must be approved in writing by Management in advance. For greater clarity, the Occupant or Camper may be permitted to erect external structures, however, they will either become the property of the Park OR must be removed and/or relocated at the Occupant or Camper's expense at the end of this Agreement.
- 4.4. Umbrella and line clotheslines are not permitted in Sites or in the Park.
- 4.5. A maximum of 1 shed is permitted per Site. No shed may exceed 10 ft x 10 ft. Sheds must be approved in writing by Management in advance.
- 4.6. Gravel or aggregate of any kind must be ordered through Management. Management reserves the right to only allow supplies from approved suppliers.

- 4.7. Unauthorized construction, improvements, landscaping or changes to a Site or Park in general may result in remediation at the Occupant or Camper's expense and may result in the termination of Occupant or Camper's licence to occupy.
- 4.8. The Occupant or Camper is required to maintain the Site for the duration of the licence to occupy including, without limitation, weeding and keeping the grounds free of clutter and visible garbage.

5. INSURANCE

- 5.1. An Occupant or Camper is responsible to obtain and hold valid insurance, including, but not limited to liability insurance. Management will not be responsible for accidents, injuries, or loss of property/enjoyment as a result of negligence of an Occupant or Camper, their families or guests, fire, theft, wind, flood or other natural disasters/factors which are beyond Management's control.
- 5.2. Equipment, apparatus and furnishings/fixtures located in the Park is solely for convenience of the Occupant or Camper, their families and guests. Persons using these items do so at their own risk.
- 5.3. If an Occupant or Camper has authorization and consent from Management for use of a golf cart within the Park, the Occupant or Camper is responsible to ensure their liability insurance includes the golf cart.

6. SEPTIC SYSTEM

- 6.1. The septic system may only be used for human waste, toilet paper and typical wash water. Feminine hygiene products, diapers, food and trash/rubbish must be disposed of in the appropriate garbage receptacle.
- 6.2. Only Management approved products may be used or added to septic holding tanks. Prohibited items include, but are not limited to the following, bleach, anti-bacterial products and/or toxic cleaners.
- 6.3. Recreational vehicles must have holding tanks that are not left open to sewer. **Sewer tank dump valves must be left closed when not in use.** Only products approved by Management are permitted for use. Flex hoses must use a rubber donut.

7. FIRES

- 7.1. Open fires are not permitted on the Site or in the Park, except in designated fire pits/rings. Relocation of fire pits/rings is not permitted.
- 7.2. The burning of human or animal waste and trash/rubbish is not permitted.
- 7.3. The collection and/or burning of sticks, branches, leaves or other natural materials

found in the Park is not permitted.

- 7.4. An Occupant or Camper, their families and guests must follow all municipal, regional and Provincial fire rules, regulations, fire bans, alerts and/or evacuation orders. Management will make best efforts to clearly post around the Park and publish on their website any fire related notices/orders. It is the Occupant or Camper's obligation to keep themselves informed of all notices/orders.
- 7.5. Fireworks are not permitted except with the prior written consent of Management in designated areas only.

8. GUESTS AND FAMILIES

- 8.1. All guests visiting the Park must register and pay any applicable fees to Management upon entry into the Park. Any guest in the Park after 11pm must pay an overnight fee and have appropriate approved sleeping arrangements. Seasonal visitor passes are available upon request.
- 8.2. The Occupant or Camper is responsible at all times for the supervision, conduct and behaviour of any guests and children under the age of 18 years of age within the Site and Park. All rules, Bylaws and courtesies of the Park are applicable for any guests and/or families within the Park.
- 8.3. All youths 18 years or younger are not permitted to use recreational vehicles or be left unattended in the Park or Site for overnight or prolonged periods of time.
- 8.4. Youths using any of the recreational facilities (pool, playground, etc.) or equipment must be accompanied and supervised by an adult at all times. Management does not supervise the pool or playground areas.
- 8.5. All guests must sign a liability waiver prior to entering the Park.

9. PETS

- 9.1. Only non-aggressive pets are permitted in the Park and on Sites. Management reserves the right to refuse entry to aggressive dogs/animals. For the purposes of this licence to occupy "aggressive dogs/animals" shall include animals exhibiting aggressive or disturbing barking, growling, snapping, biting or other similar aggressive actions towards people or other animals, animals with a documented history of aggressions or animals who have bit any animal or person on Park property. Management reserves the sole discretion to determine if an animal is aggressive. Management shall act reasonably in making such determination.
- 9.2. All animals are subject to the *Animal Liability Act of British Columbia*.
- 9.3. All pets must be leashed/contained and supervised at all times, and are solely responsible for any damages caused by their pet. Occupants or Campers are NOT permitted to leave unattended pets tethered, chained or caged outside the recreational vehicle.
- 9.4. All pets must have the necessary immunizations and shots, and the Occupant or

Camper is responsible for keeping a copy of the up-to-date records at their Site and provide a copy to Management upon request.

- 9.5. Occupant or Camper is responsible to clean up after their pet without exception. Waste may be bagged and deposited into an outdoor garbage receptacle.
- 9.6. Pets are not permitted in the pool area, sundeck, recreational centre, gym, washrooms/laundry rooms or playground.

10. COURTESY AND SAFETY

- 10.1. Staff and Management are to be respected at all times and payments are due within 24 hours of invoice or the due date. Bicycles/non-electric scooters are only permitted to be ridden on roadways within the Park. Riders must ensure proper speed, control and care at all times. Biking/ scootering is not permitted after dusk unless properly equipped with lights.
- 10.2. Quiet Enjoyment - an Occupant or Camper, their families, guests or pets are not permitted to the creation or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other Occupant or Camper, families or guests in the Park. Quiet hours are between **11pm and 8am daily**. Lawn mowers and other outdoor equipment may be used after 9am. Management reserves the right to begin working outdoor equipment before 9am, but will make best efforts to wait until 9am where applicable. **No trespassing onto other Sites or cutting through trees.**
- 10.3. Management or an approved recreational committee may apply to hold a special event in the Park and an exemption may be granted by Management for noise considerations inside normal quiet hours.
- 10.4. Management reserves the right to enter any Site, including an Occupant or Camper's recreational vehicle for the purpose of providing aid, in emergency circumstances, to move the recreational vehicle or the Occupant or Camper's goods should they be under threat. Management does not have the legal obligation to protect Occupant or Camper's goods, and would only do so under their own risk, if they are able and it is safe to do so.
- 10.5. Management reserves the right to enter the Site to make improvements, alterations, cleanup, investigations or other work reasonably requiring access to the Site upon 24 hours' notice to the Occupant or Camper unless the improvements, alterations, cleanup or investigations is an emergency, as determined in the sole discretion of Management, acting reasonably, in which case no notice will be provided or required.

11. RECREATIONAL CENTRE, GYM, WASHROOMS AND LAUNDRY

- 11.1. Common areas within the Park are a privilege to use, governed solely by Management according to bylaws and any rules/regulations disclosed to an Occupant or Camper at the time of entering into a licence to occupy. An Occupant or Camper, their families or guests are expected to abide by these Bylaws, rules and regulations at all times, respecting the authority of Management to enforce these expectations. Management reserves the right to refuse or restrict entry to common areas within the Park citing

noncompliance at their sole discretion.

- 11.2. Be respectful and report any damage to items in common areas.
- 11.3. The Recreation Centre may be reserved by written request to Management for a private group, meeting or function. At all other times the Recreation Centre is open to all Occupants or Campers and their families or guests.
- 11.4. Users of these facilities are expected to clean up after themselves.
- 11.5. Management reserves the right to change the rules of the recreation facilities at any time and the Occupant or Camper agrees to abide by any of these rules which are posted or they are notified of, including signing liability waivers and observing changing health and safety regulations.

12. POOL RULES

THE POOL IS NOT SUPERVISED BY MANAGEMENT NOR A LIFEGUARD. SWIM AT YOUR OWN RISK.

- 12.1. The posted maximum guest and swimmer limits posted at the entrance of the pool must be complied with at all times.
- 12.2. Swimming after dusk is not permitted.
- 12.3. Breaking and entering into the pool area is not permitted.
- 12.4. Obey all posted signs.

13. SMOKING, DRUGS AND ALCOHOL

- 13.1. Legal drugs and/or alcoholic beverages may only be consumed within an Occupant or Camper's Site.
- 13.2. Illegal use of drugs of any kind may result in the immediate termination of a licence to occupy and/or police intervention.
- 13.3. Smoking is not permitted in any Park common areas - only on Sites, and any cigarettes, etc. must be completely snuffed out and disposed of appropriately.

14. FIREARMS AND RESTRICTED ITEMS

- 14.1. Replica guns (paintball, air-soft, etc.), sling shots, bows and arrows, illegal knives or any restricted weapons of any kind are not permitted in the Park.
- 14.2. Hunting is not permitted on Park property.

15. MOTORIZED VEHICLES AND GOLF CARTS

- 15.1. Motorized vehicles such as ATV's, mini bikes, motorized scooters etc. are not permitted in the Park.
- 15.2. Golf carts are permitted when indicated in a licence to occupy agreement and a registration sticker and lot # sticker are affixed to the golf cart. Golf carts are subject to the following additional rules/responsibilities:
 - a. Golf cart use must be approved by Management and documents in a licence to occupy agreement.
 - b. One (1) golf cart is permitted per Site.
 - c. Site number must be fully displayed with all letters/digits on the front of the golf cart.
 - d. Use of a golf cart is restricted to persons sixteen (16) years or older. Management reserves the right to allow employees the use of a golf cart who are under the age of 16 at Management's discretion during work hours.
 - e. Riders must be seated, and must not carry more passengers than the allotted seats available.
 - f. Riders must follow all posted speed limits and are expected to drive in a responsible manner taking care to keep control of the golf cart at all times, parking only in designated parking areas within the Park or Site. Golf carts are only permitted to be ridden in the Park and are not for use on public or surrounding roads/trails outside of the Park.
 - g. Impaired operation of a golf cart is not permitted and is subject to prosecution under all Provincial and Federal laws. Improper use of a golf cart, including use in the dark without proper lighting (flashlights not included), or reckless use of a golf cart may result in the golf cart being restricted on Park property.

16. GARBAGE/RECYCLING DISPOSAL

- 16.1. Trash/rubbish should be properly separated, bagged, and placed in the appropriate receptacles.
- 16.2. Garbage bins are for household garbage only. Electronics, appliances, furniture, propane tanks, etc. need to be disposed of in accordance with all environmental and safety standard at appropriate depots, if necessary.
- 16.3. The placement of fire-pit ash, branches, leaves and other natural materials are not permitted in garbage bins. Please use the compost bin for these items.
- 16.4. Garbage must fit inside the receptacle and is not permitted to be left outside of the bins.
- 16.5. Ensure the doors are shut on all garbage receptacles/structures as to not attract wildlife.