

Rules and Regulations
Of
Poplar Beach Campground Owners Corporation

Effective: April 01, 2010

Property of Poplar Beach Campground Owners Corporation - All Rights Reserved

**RULES AND REGULATIONS OF
POPLAR BEACH CAMPGROUND OWNERS CORPORATION**

**ORGANIZED AS A MEMBERS' ASSOCIATION
(A NON PROFIT CORPORATION)**

IN ADDITION TO THE TERMS AND CONDITIONS BINDING ON THE MEMBERS OF POPLAR BEACH CAMPGROUND OWNERS CORPORATION (PBCOC), AS SET OUT IN THE BYLAWS OF THE PBCOC, THE MEMBERS HAVE AMENDED THESE RULES AND REGULATIONS REGARDING THEIR MEMBERSHIP RESPONSIBILITIES AND EXCLUSIVE USE TO THE LANDS.

AS AMENDED FROM TIME TO TIME, THE FOLLOWING RULES AND REGULATIONS ARE WITHOUT PREJUDICE AND EFFECTIVE APRIL 1ST, 2010 AND ARE FOR THE BENEFIT OF THE OVERALL APPEARANCE AND VALUE OF THE LANDS AND CORPORATION. ALL MEMBERS, RENTERS AND VISITORS ARE ENJOINED TO COMPLY WITH THE RULES AND REGULATIONS. THE POPLAR BEACH CAMPGROUND IS DENSELY POPULATED, AND DESIGNED FOR SEASON USE OF RECREATIONAL VEHICLES, UNITS, FACILITIES AND EXISTING TOURIST CABINS ON DESIGNATED RV SITES.

THE FOLLOWING RULES AND REGULATIONS ARE TO BE STRICTLY ADHERED TO AND ARE DESIGNED TO ENSURE A FAIR, SAFE AND PLEASANT ENVIRONMENT TO PROTECT ALL PBCOC MEMBER'S INTERESTS AT LARGE.

PLEASE ENSURE YOU READ AND UNDERSTAND THESE RULES AND REGULATIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT pbcoc135@gmail.com OR MAIL YOUR QUERIES TO:

PBCOC
P.O. BOX 23029
RPO MARKET MALL
SASKATOON, SK
S7J 5H3

Table of Contents

SECTION 1 – GENERAL6

- 1.1 Definitions6
- 1.2 Registered Title8
- 1.3 Compliance.....8
- 1.4 Non-Payment of Membership Fees and Taxes.....8
- 1.5 Amendments to Rules and Regulations.....8
- 1.6 Governmental Authorities.....8
- 1.8 Vicarious Liability.....8
- 1.9 Indemnification.....8

SECTION 2 – NOISE AND AIR POLLUTION.....9

- 2.1 Nuisance.....9
- 2.2 Quiet Time.....9
- 2.3 Excessive Fumes.....9

SECTION 3 – PETS.....9

- 3.1 Control and Supervision.....9
- 3.2 Disposal of Droppings.....9
- 2.3 Nuisance.....9

SECTION 4 – WASTE REMOVAL.....9

- 4.1 Household Refuse.....9
- 4.2 Septic Services.....9

SECTION 5 – FIRES.....10

- 5.1 Fire Pits.....10
- 5.2 Gas Fires10
- 5.3 Duty of Care10
- 5.4 Fire Prevention.....10
- 5.5 Fireworks.....10

SECTION 6 – SOLICITATION.....10

- 6.1 Commercial Activities.....10

SECTION 7 – SMOKING.....10

- 7.1 PBCOC Buildings.....10
- 7.2 Discarding Smoking Materials.....10

SECTION 8 – LIGHTS AND ELECTRICAL WORK.....10

8.1 Approval.....10

8.2 Fixtures.....11

SECTION 9 – BEACH.....11

9.1 Supervision.....11

SECTION 10 – TOURIST CAMPGROUND.....11

10.1 General.....11

10.2 Lease/Rental Agreements.....11

SECTION 11 – VEHICLES/PARKING/ROADWAYS.....11

11.1 Vehicle Gate Pass/Access.....11

11.2 Common Area Parking.....11

11.3 Other Parking.....11

11.4 Road Ways/Speed.....11

SECTION 12 – WATERCRAFT.....12

12.1 Insurance.....12

12.2 Storage.....12

SECTION 13 – OTHER MOTORIZED VEHICLES.....12

13.1 Motorcycles, ATV’s and Operators.....12

SECTION 14 – RECREATIONAL COMMON AREAS.....12

14.1 General.....12

14.2 Shower House/Laundry Room.....12

SECTION 15 – RECREATIONAL VEHICLES.....12

15.1 Approvals.....12

15.2 Criteria.....12

15.3 Placement.....13

SECTION 16 – DEVELOPMENT.....13

- 16.1 Structures.....13
- 16.2 Patios and Decks.....13
- 16.3 Tree Removal.....14
- 16.4 Fences.....14
- 16.4 Non-Compliance with Development.....14

SECTION 17 – RV SITE.....14

- 17.1 Appearance.....14
- 17.2 Satellite Dishes.....14
- 17.3 Hot Tubs and Pools.....14
- 17.4 Vehicle Maintenance.....14

SECTION 18 – SALE OF INTEREST IN RV SITE..... 14

- 18.1 Board Approval..... 14
- 18.2 Disclosure..... 14
- 18.3 Omissions, Misrepresentations, Errors..... 15
- 18.4 Provision of Documents..... 15

Property of Poplar Beach Campground Owners Corporation - All Rights Reserved

SECTION 1 – GENERAL

1.1 Definitions

“**Act**” means *The Non-Profit Corporations Act* (Saskatchewan), as amended or replaced from time to time or any statute or statutes passed in substitution therefore, together with all regulations made from time to time under the Act.

“**Bylaws**” mean the Bylaws of the Corporation.

“**Corporation**” means Poplar Beach Campground Owners Corporation herein after referred to as “PBCOC.”

“**Development Project**” means improvements to any RV Site or Lands.

“**Directors**”, “**Board**”, and “**Board of Directors**” means the directors of the Corporation for the time being.

“**Dwelling**” means any Tourist Cabin, Recreational Vehicle or Unit designed to accommodate and foster the residential needs of Members for their seasonal comfort and use.

“**Lands**” means SE Sec 27 Twp 42 Rg 26 W2 Ext 94 Surface Parcel 149880561 and Blk/Par 4A Plan AC4042 Ext 0, Surface Parcel 132796198 in effect October 1, 2008.

“**Lessee**” means a person occupying a RV Site on a short-term basis while not having a Membership Interest in the Corporation but adhering to these rules and regulations. Lessees are eligible to vote in municipal elections provided they meet the criteria set out by Section 23 of *The Local Government Election Act*.

“**Manager**” Means an individual or corporation appointed by the Board having authority as delegated by the Board from time to time.

“**Member**” means a person(s) having each, a 1/135th membership interest in the Corporation.

“**Membership Fees**” means any annual or monthly fees, regular or special, due by the Members of the Corporation, as determined by the Board from time to time.

“**Membership Interest**” means the rights, privileges, restrictions and conditions conferred or imposed on, of a Member of the Corporation.

“**Motorized RV**” means an RV built on or as an integral part of a self-propelled motor vehicle chassis, combining transportation and living quarters in one unit. Three classes of Motorized RV (Motor home) exist; Class A. The largest of the motorized RVs, is a luxury motor home unit entirely constructed on a bare, specially designed motor vehicle chassis; Class B, is generally referred to as a Camper Van. This unit is built using a conventional van to which a raised roof is added and; Class C, sometimes referred to as a mini-motor home, a unit built on an automotive manufactured chassis with an attached van cab section.

“**Park Model RV**” means a structure available in two different classes: the Park Model Trailer 102 which is built to RV specifications, the CSA Z-240 Standard, or the Park Model Recreational Unit, which is designed for seasonal use, generally in just one location, and built as 540 (or less) square foot “lake home” to the CSA Z-241 Standard.

“**Recreational Common Area**” means all buildings, common facilities and grounds managed by the Corporation and used for recreational activities and event, excluding individual RV Sites.

“**Recreational Vehicle**” or “**RV**” means a structure designed to provide temporary living accommodation for travel, vacation, or recreational use, and to be driven, towed or transported. Recreational Vehicles are classified into three types; Motorized, Towable and Park Models. Recreational vehicle should display Twin Seals of Quality and Excellence. They are your indication that the manufacturers’ procedures and components meet the requirements of the CAN/CSA Z-240 Standard for RV’s or the CAN/CSA Z-241 Standard for Park Model Recreational Units. These Standards cover electrical requirements and appliances, gas stipulations, plumbing services and vehicular safety.

“Recreational Facility” means a structure for recreational use.

“Renter” means person occupying a RV Site on a short-term basis while not having a Membership interest in the Corporation but adhering to these rules and regulations.

“RV Site” means a surveyed portion of the Lands to which a Member has an interest in the land and exclusive use granted by the Corporation.

“Security Interest” means the security interest that a Member must grant to the Corporation in its RV Site and the personal property situated thereon as a general and continuing security for the payment of annual Membership Fees and Fulfilment of membership obligations, in accordance with the Bylaws of the Corporation.

“Tourist Campground” means the seasonal operation of an area of land, managed as a unit, providing temporary short term accommodation for tents, tent trailers, travel trailers, recreational vehicles and campers, used by travelers and tourists.

“Towable RV” means an RV designed to be towed by a motorized vehicle (car, van or pickup truck) and is of such size and weight as not to require a special highway movement permit. Towable RV’s do not require permanent on-site hook-ups.

“Village” means the Urban Municipality of The Resort Village of Wakaw Lake.

“Visitor” means a person visiting the RV Site of a Member, including but not limited to contractors retained by the Member.

Property of Poplar Beach Campground Owners Corporation - All Rights Reserved

SECTION 1 – GENERAL

1.2 Registered Title

Within two (2) weeks of becoming a Member, a Member must provide the Board of Directors with copies of their registered ownership interest in the Lands, copies of the registered Security Interest in favor of the Corporation, a contact telephone number, email address and mailing address. **The new Member will be responsible for any outstanding monies owing and/or deficiencies pertaining to the RV Site as of the time of becoming a Member.**

1.3 Compliance

Members and Visitors shall comply with the Bylaws and Rules and Regulations of the corporation. Non-compliance with Rules and Regulations will result in a fine of up to \$5000.00, payable within 30 days. Failure to pay any imposed fine within 30 days will result in immediate loss of services (water, power & access) and fines will be added to annual membership fees. Complaints regarding non-compliance can be mailed or emailed to pbcoc135@gmail.com so the board may investigate. The process of action for the first step is to mediate between all parties and if not rectified at this step, and in the case of violation, notify a Board Member (enforcing body) to instruct what action is to be taken for non-compliance. Anonymous or unsubstantiated complaints will be ignored.

1.4 Non-Payment of Membership Fees, Individual Power Usage Fees, and Taxes

Annual Membership Fees (corporate operating costs and any assessed building and surface land taxes) as well as the Individual Power Usage fees are due December 31st of each year or as the Board shall determine. Membership and Individual Power Usage Fees will be invoice to the exclusive use member no less than thirty (30) days prior to the due date. Late payment of these Fees will result in an additional charges and fines, and disconnection of power as per PBCOC Bylaws. **The Board retains the right to withhold privileges, register in interest based on a lien and other general or specific Security Interests against a Member who defaults in the payment of Membership Fees and Individual Power Usage fees as outlined by the Bylaws of the Corporation, enforceable through the Exclusive Use Agreement.**

1.5 Amendments to Rules and Regulations

The Board may make changes to the Rules and Regulations from time to time which it deems to be in the best interests of the Membership. As required, changes or modifications to the Rules and Regulations will be determined for continuation, amendment or removal by The Board. The Membership at large will be notified of any change of the Rules and Regulations via electronic communications and or regular postal service. The current Rules and Regulations will be posted on the Poplar Beach website.

1.6 Governmental Authorities

Members agree to adhere to all prevailing laws of the Governmental Authorities, including municipal bylaws, federal statutes, provincial legislation, regulations and common laws, in addition to the Bylaws, Rules and Regulations and Articles of the Corporation.

1.7 Prevailing Law

In the event that there is a discrepancy between these Rules and Regulations and the applicable laws of the Governmental Authorities including municipal bylaws, federal statutes, provincial legislation, regulations and common laws, such applicable laws shall prevail.

1.8 Vicarious Liability

Members are responsible for all Visitors working on, occupying or visiting their RV Site, or using any portion of their RV Site. All Visitors shall be bound by these Rules and Regulations.

1.9 Indemnification

The Corporation bears no responsibility for loss or damage to any person or property caused by or associated with the actions of the Member or their Visitor. Members and their Visitors agree to indemnify and save harmless the Corporation, its employees, representatives, officers and agents from any and all claims relating to damage caused by or associated with the actions of Members or Visitors.

SECTION 2 – NOISE AND AIR POLLUTION

2.1 Nuisance

An act or deed of any kind or nature shall be considered to be a nuisance if it interferes with the peaceful and proper use and enjoyment of the PBCOC Campground.

2.2 Quiet Time

Quiet time shall be from **11:00 p.m. to 8:00 a.m.** During this time **excessive** noise, loud volumes, musical instruments, radios, other devices for playing and listening to music, rowdy behavior, and activities generally disturbing other Members and visitors are strictly prohibited. All volumes shall be constrained to a reasonable and respectful volume at all times. **The following is the structure that will apply to noise violations.**

The park manager has the authority to enforce the following process for noise violations:

- (a) **Verbal warning will be given**
- (b) **If noncompliant within 15 minutes, a fine of \$250 will be imposed.**
- (c) **If called back a 3rd time the power of offending site will be turned off until 8:00 a.m**
- (d) **Verbal abuse of Park Manager will not be tolerated. A fine of \$500 will be imposed and if not paid will result in a loss of Park privileges.**

2.3 Excessive Fumes

Excessive smoke, pollutants and emissions of fumes from vehicle exhaust, including but not limited to generators, combustion engines and vehicle engines that may or will cause a nuisance to Members and Visitors are strictly prohibited at all times.

SECTION 3 – PETS

3.1 Control and Supervision

Member's pets shall be under their direct control, supervision and liable for any mischief or damages. While in common areas, all pets shall be on a leash capable of maintaining control of the animal. **REMINDER** – Pets are not permitted on the beach area at any time. Owners of pets running at large will be fined \$50 for the first offense.

3.2 Disposal of droppings

Pet owners shall pick up and dispose of all droppings in either provided common area containers or in a sanitary manner for refuse pickup.

3.3 Nuisance

Subject to existing bylaws.

SECTION 4 – WASTE REMOVAL

4.1 Household Refuse

Only household refuse and rubbish shall be disposed of in tied garbage bags and placed in garbage bins provided. All garbage that is not house hold or cannot be bagged shall be hauled by the Member to the landfill at his or her own expense.

4.2 Septic Services

Members are responsible for their own septic service arrangements. Septic service contractors will be constrained to; operating on Tuesday, Wednesdays, and Thursdays only, adequate road conditions or access approval by the PBCOC. Emergency septic services (including extra fees) will be subject to the discretion of the septic services contractor.

SECTION 5 – FIRES

5.1 Fire Pits

Campfires and/or burning of natural material shall be strictly limited to fire pits or Chimenea (a freestanding front-loading fireplace or oven with a bulbous body and usually a vertical smoke vent or chimney).

5.2 Gas Fires

Gas Grills and gas campfire burners shall be permitted, provided the same shall have legs and be free standing.

5.3 Duty of Care

Members are responsible for all fires on their RV Site and must take all reasonable steps to ensure fires are maintained and attended to in a safe manner. Members must never leave a fire unattended.

5.4 Fire Prevention

Members are requested to possess and maintain two (2) – 2lb or one (1) – 5lb Tested and Certified ABC fire Extinguisher(s) to protect life and property.

5.5 Fireworks

Ignition of fireworks shall be done at one's own risk and follow applicable laws of the Governmental Authorities including municipal bylaws, federal statues, provincial legislation, regulations and common laws.

SECTION 6 – SOLICITATION

6.1 Commercial Activities

Solicitation for, or the operation of any commercial activity apart from PBCOC business is strictly prohibited.

SECTION 7 – SMOKING

7.1 PBCOC Buildings

Smoking of tobacco or other substances is prohibited in all PBCOC buildings.

7.2 Discarding Smoking Materials

Smokers are required to use receptacles to discard all smoking materials.

SECTION 8 – LIGHTS AND ELECTRICAL WORK

8.1 Approval

The performances of any electrical work from supply transformer (source) to the point of disconnect or circuit breaker through to the RV Site service receptacle shall be the responsibility of the PBCOC. Any work past the RV Site service receptacle on any RV Site shall be the responsibility of that Member. **All electrical work must be reported in writing to PBCOC Board and member must obtain proper electrical permits.**

- (a) It is the responsibility of the member to ensure that all connections must meet the electrical code.
- (b) All power connected to the pedestal must be plugged in, not hard wired.
- (c) Any alterations made to the pedestal will result in a \$5,000 fine and/or loss of power for the entirety of the following season at the Board's discretion. Any alterations found will be rectified by the Board's choice of electrician at the owner's expense.

8.2 Fixtures

Items that are affixed to the Lands in permanent or semi permanent fashion are deemed to become part of the Lands and will pass with the Lands upon the sale or transfer of interest in the RV Site with respect to any remediation agreement. The PBCOC is not responsible for damage to such fixtures by mowing or routine maintenance by the PBCOC. The PBCOC encourages and recommends the use of low voltage lighting and low voltage replacement bulbs, LED lighting, Tube lighting and solar lighting. Such lighting should be controlled by photo cell, motion sensor or timer to help decrease total overall electrical consumption.

SECTION 9 – BEACH

9.1 Supervision

The public beach is not owned, controlled or supervised by the PBCOC at any time. Members and Visitors using the public beach shall do so at their own risk.

SECTION 10 – TOURIST CAMPGROUND

10.1 General

The PBCOC is a non-profit membership corporation designed to own and manage the seasonal enjoyment on its lands. The Campground property or “Lands” is zoned Commercial and Urban Reserve and continues to operate as a Tourist Campground.

The Village currently defines a Tourist Campground in Zoning Bylaw #8 as: the seasonal operation of an area of land, managed as a unit, providing temporary short-term accommodation for tents, tent trailers, travel trailers, recreational vehicles and campers, used by travelers and tourists.

10.2 RV Lease/Rental Agreements

Lease/Rental Agreements shall be managed between Member and the Lessee/Renter and who shall be responsible for any and all conduct and or activities and costs associated with their agreement. The Park Manager has the authority to evict anyone who does not follow the rules and regulations.

SECTION 11 – VEHICLES/PARKING/ROADWAYS

11.1 Vehicle Gate Pass/Access

Vehicles are permitted per RV Site as size permits at any given time under daily normal circumstances. Members must make arrangements for parking of additional vehicles, or otherwise use designated Visitor parking areas. Vehicle Gate Pass access cards are valid year-round and lost access cards must be reported immediately. Members shall make application in the Membership Contact Form to be issued additional Vehicle Gate Pass access cards.

11.2 Common Area Parking

Parking spaces at shower facilities, laundry facilities, any future buildings or other Common Recreational Areas are as designated by signage and shall be used strictly in accordance with the signage thereon.

11.3 Other Parking

No vehicle shall be parked on the RV Site of another Member without the prior verbal or written permission of that Member.

11.4 Road Way/Speed

Vehicles are asked to obey all road signage. The maximum speed on any road or path within the campground shall be ten (10) kilometres per hour.

SECTION 12 – WATERCRAFT

12.1 Insurance

All watercraft on the PBCOC grounds must be maintained on a mobile trailer with valid proof of insurance.

12.2 Storage

The Board shall provide a seasonal parking stall in the watercraft storage compound for Members to store their watercraft. **The space available for watercraft storage will be limited to the amount of stalls available.** Members who require watercraft parking should apply in writing and pay the approved fees.

SECTION 13 – OTHER MOTORIZED VEHICLES

13.1 Motorcycles, ATV's and Operators

The local RCMP state: - “any non-licensed motorcycle, ATV and or non licensed operator are prohibited on public roadways.” For liability issues and for the protection of its Members, the PBCOC also prohibits non-licensed motorcycles, non-licensed drivers and the general use ATVs within the confines of the campgrounds. Only ATVs used for maintenance purposes approved by the Board will be employed by the Manager on an infrequent basis for specialized work on the lands.

13.2 Golf Carts

Golf carts are permitted and members must maintain and comply with the following criteria:

- (a) All golf carts must be of sound mechanical integrity and be fitted with operational head light, rear deflector and auditory warning.
- (b) All operators must hold a valid class five (5) or higher operators’ license.
- (c) Any golf cart which qualifies for and permitted for use shall be covered by proper “third party” liability insurance of \$1,000,000.00.
- (d) Golf carts must obey the “rules of the road” and give pedestrians “right of way.”

SECTION 14 – RECREATIONAL COMMON AREAS

14.1 General

All Members and their Visitors shall be allowed to use the Recreational Common Areas for the enjoyment and purpose of its intended use.

14.2 Shower House

The Shower House is a courtesy for Members and their Visitors only. Vending tokens can be purchased from the Park Manager.

SECTION 15 – RECREATIONAL VEHICLES

All incoming recreational vehicles shall bear the CRVA decal issued by the Manufacturer and must meet CSA Z-240 standard for RVs or the CSA Z-241 Standard for Park Model Recreational Units.

15.1 Approvals

The Board has the right to refuse entry of any RV that does not meet CSA standards.

15.2 Criteria

All inbound Recreational Vehicles and Units must:

- (a) Be equipped with propane furnace and hot water tank.
- (b) Have a functioning toilet and plumbing.
- (c) Be functionally and electrically wired for 120 VAC or 12 – 24 VDC.
- (d) Be maintained in ready-to-move condition. Mechanical repair and maintenance is anticipated.
- (e) Have maintained appearance/condition that in no way detracts from the intent or value of the PBCOC.
- (f) Be connected to dedicated hook-ups such as water, electrical and sewer tank while on the lands.

15.3 Placement

Members must adhere to the following requirements before entry onto the Lands.

- (a) Only one (1) RV shall be permitted on a RV Site. RV Sites with more than one (1) RV per site existing as of 2010 “grandfathered in” must be removed with change of ownership.
- (b) Permanent foundation materials (concrete, iron, etc.) shall be made in writing and approved by the Board for the installation thereof. Wooden blocking, wood, steel or composite cribbing is allowed on semi-permanent concrete support without permission.
- (c) Wheel covers may be installed provided such covers shall be of commercially available type generally accepted as standard in the RV industry.
- (d) The grandfather clause will only apply to the existing campers on site.

SECTION 16 – DEVELOPMENT

Development (Referenced from Resort Village of Wakaw Lake Zoning Bylaw #8)

Resort Village of Wakaw Lake requires a *Development Permit Application* foremost with two (2) copies of that and site plans or drawings attached. And if applicable, two (2) copies of *Building Permit Application* in FORM ‘A’ or *Removal Permit Application* in FORM ‘C’ may be attached to the Member’s submission. The Village Council will mail back the Notice of Decision of Development and or the Building or Removal Permit in FORM ‘B’ (either approved or denied) with one (1) set of plans and drawings with permit or development applications attached.

The process of obtaining a Village development, building or removal permit from start to finish can take eight (8) to twelve (12) weeks in the off season or three (3) to four (4) weeks in season from initial application to the Notice of Decision. Questions can be directed to the Village Office by calling (306) 233-8260. The Village may charge processing fees for these applications and permits. For more information and forms: www.wakawresortvillage.com

Building permits are not required for:

fences, sidewalks, planters, driveways, painting, decorating, laying carpet, cabinet work, repairs using similar or same materials for maintenance not affecting mechanical work.

YOUR BUILDING PERMIT MUST BE APPROVED BY COUNCIL BEFORE ANY WORK CAN BEGIN!!!!

For all inquiries and to obtain a Development Permit, Building Permit application FORM ‘A’, Move or Demolish Permit application FORM ‘C’, please contact the Village Office @ 306-233-8260. These forms are also available on-line at www.wakawresortvillage.com or linked at www.poplarbeach.ca

16.1 Structures

There shall be no permanent or semi-permanent structures placed on, moved or demolished on any RV Site without making application as required by the Resort Village of Wakaw Lake.

Sheds

- (a) Maximum two (2) sheds allowed per site, as site size permits.
- (b) Maximum size of 100ft per shed.
- (c) Wiring meets Canadian Electrical Code.
- (d) Clad with weatherproof paint or industry approved siding material.
- (e) Roof covered with asphalt shingles or steel.

16.2 Patios and Decks

Patios shall be considered a walkway if constructed using concrete patio blocks or other new technologies (shredded rubber, etc)

Ground-structured decks shall not exceed four (4) ft in average height from the ground to decking. Members shall obtain approval in writing construct or modify decks.

16.3 Tree Removal

Members and Visitors are prohibited from removing wood naturally occurring in the immediate environment. Removal of any tree or shrub is permitted only if diseased. Removal of trees or shrubs for the purpose of development shall follow the allowable limit as outlined in Resort Village of Wakaw Lake Bylaws. A guideline, to sustain growth; cuttings are to be replanted with twice the number, like-kind and quality of that removed. Members shall obtain approval from the board for performing any tree removal or landscaping. Members who remove trees without approval will be fined as per section 1.3.

16.4 Fences

Fences of any type are allowed for the need of privacy and sound barrier. Fence posts shall be pressure treated 4x4 erected in post spikes: fences shall not exceed six (6) feet (2M) in height, do not interfere with any road and run adjacent to and inside property lines. Members shall obtain approval of the Board in writing to construct or modify fences.

16.5 Non-Compliance with Development

Members shall be responsible for all activities and development on their RV Site and follow applicable laws of the Local Authorities including municipal bylaws, federal statutes, provincial legislation, regulations and common laws. In the event that such activities or development do not comply with these Rules and Regulations, the Manager, Board and or Village Council may insist that the development be removed or activity stopped without delay at the Member's expense.

16.6 Electrical Work

Please reference Section 8.

SECTION 17 – RV SITE

17.1 Appearance

RV Site and all personal property shall be maintained in a neat and orderly condition at all times so as not to detract from the value of the Lands, and neighbouring RV Sites. This includes, but is not limited to, clean decks and patios; pruning's cutting of grass, removal of garbage, and general maintenance. All RV Sites, RVs, cabins, patios and decks shall be thoroughly cleaned so as to be free of all algae, mold, mildew and debris.

17.2 Satellite Dishes

Satellite dishes are permitted up to a maximum of thirty-six (36) inches in diameter.

17.3 Hot Tubs and Pools

Hot tubs and swimming pools are not permitted on any RV Site. Small children's wading pools are allowed provided the Member does so at their own risk and liability. Wading pools shall not be used within six (6) feet of any roadway and emptied and stored when not in use.

17.4 Vehicle Maintenance

Motor vehicle, watercraft and golf cart maintenance is allowed provided the repairs or maintenance is small in scale and in no way harmful to the environment. This includes, but is not limited to oil changes, tune-ups, and minor operating repairs.

SECTION 18 – SALE OF INTEREST IN RV SITE

18.1 Board Approval

Via, the real estate process, Members who are selling or transferring their interest in a RV Site to which they were granted exclusive use must make agreement with the purchaser to have purchaser agree in writing to the Exclusive Use Agreement FORM and to become a member of the Corporation by contracting the PBCOC Board.

18.2 Disclosure

Members shall be responsible to make agents, sales representatives and prospective purchasers aware of the Rules and Regulations and Bylaws of the PBCOC prior to completion of the sale.

18.3 Omissions, Misrepresentations, Errors

The Board is not responsible for any omissions, misrepresentations or errors made by any agent, sales representative, or the Member.

18.4 Provision of Documents

Members who sell their RV Site are required to provide the Board with notarized copies of their agreement for sale within fifteen (15) days of the execution of same. Members shall also make available to the Board, within thirty (30) days of receiving a request for same, copies of any documents that may be requested to ascertain ownership, title or encumbrance relating to the RV Site.

Property of Poplar Beach Campground Owners Corporation - All Rights Reserved