COWICHAN LAKE RECREATIONAL COMMUNITY

RULES & REGULATIONS

Updated: January 2026

It is important for everyone to enjoy their time at the Cowichan Lake Recreational Community (CLRC). Clear rules, processes and policies will help to promote understanding and consistency, as well as ensure respect and harmony among the shareholders, renters, and guests.

It is important that all lot owners and park visitors take the time to ensure they are familiar with the contents of this document. **(Please note that the rules in this document are in effect year-round.)**

We should all abide by the most fundamental rules, namely those of common sense, tolerance and goodwill when interacting with others.

The most important rules of all are:
RELAX, ENJOY, AND HAVE FUN

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1. Introduction

A. CLRC Vision Statement

CLRC is a place to relax, recharge, and connect with family and friends. Our vision stands on three pillars:

- Community – fostering respect and harmony with each other and our neighbours.
- Stewardship – maintaining the economic health of our properties and community.
- Environment – protecting the natural beauty of our area.

Our shared efforts to care for and improve our park help keep CLRC a highly sought-after community and support the long-term value of our properties.

B. Compliance with Laws and Regulations

The Rules and Regulations in this Handbook are designed to work alongside all applicable Federal, Provincial, and Local laws, Bylaws, and regulations. If there is ever a difference or conflict between CLRC Rules and these laws or regulations, the legal requirements will take priority.

Contravention of local laws and regulations and subsequent penalties fall on the shareholder responsible.

C. Purpose of this Document

The rules and policies apply year-round and are meant to create a safe, respectful and enjoyable environment for everyone. Shareholders are responsible for knowing and following them, as well as making sure guests and renters do too.
Above all, remember: Relax, enjoy and have fun!

D. General Conduct

Shareholders are responsible for the actions of their guests and renters. This includes:

- Making sure they know and follow park rules.
- Preventing damage to CLRC assets or other shareholders' property
- Avoiding littering, disturbances, or nuisance behaviour

Guests and renters must be given a copy of the park rules.

2. Governance

A. Governance Documents

Governance Documents are available to Shareholders on the CLRC website, including:

a) Disclosure Statement (2022)
b) Articles of Incorporation (1997)
c) Board of Directors Terms of Reference (2009)
d) AGM and Board Meeting Minutes

B. Board of Directors

CLRC property is governed by a Board of Directors, elected annually at the Annual General Meeting (AGM). The board typically consists of President, Secretary, Treasurer, and four to six Directors-at-Large.

Day-to-day operations are managed by the Caretaker, who reports to the Board.

Each Director may assume responsibility for one or more of the following portfolios based on organizational needs, expertise and interest:

a) Operations
b) Infrastructure
c) Planning
d) Docks & Marina
e) Finance
f) Site Proposal for Layout or Alteration Notification (Site PLAN)
g) Social & Fundraising
h) Communications
i) Website Management

Portfolio assignments are reviewed periodically and may be adjusted to reflect changing priorities or capacity. Collaboration across roles is encouraged to ensure continuity and responsiveness.

C. Financial Authority and Responsibility

Financial authority of the Board of Directors is outlined in the Articles of Incorporation.

D. Board Expenditure Limits

Unless in an emergency or exigent circumstances, no Board expenditure of greater than 10% of the annual operating budget or $20,000 can occur without the support of the majority of shareholders.

E. Contacting the Board

The CLRC Board endorses the idea of open and transparent communication of information with the community. As such, the Board provides communications to shareholders by email approximately quarterly, or as needed in time-sensitive situations. In addition, the Board endeavours to answer questions and concerns in a timely and professional manner. Communications avenues to utilize are:

- Website: www.cowichanlakerv.com
- Social Media: Facebook > Cowichan Lake RV Resort
- Board E-Mail: cowichanlakerv@gmail.com
- Marina e-mail: clrcmarina@outlook.com
- Operations email: operations.clrc@gmail.com
- Treasurer Email: treasurerclrc@gmail.com
- Site Improvements (Site PLAN): clrcsiteimprovements@gmail.com
- Distribution List: Shareholder e-mail addresses are maintained by the Treasurer and shared with all Shareholders on an “as updates required” basis.
- Web forms: see Appendix A for a complete list of forms.

To ensure Directors are able to enjoy their time at CLRC, all issues for the Board should be sent to the board email. Directors should not be approached to discuss Park issues/concerns unless there is an emergency or prior arrangements have been made.

3. CLRC Rules

A. General Park Rules

i. Use of Park/Common Property

Use of the Park or Common Property/Facilities by the general public is not permitted with the exception of:

a) Emergency situations
b) As permitted by the Board
c) Circumstances as deemed by the Board to be necessary or beneficial to the shareholders.
d) As amended and directed from time to time by the Board.

ii. Site Use

No business based on CLRC grounds is permitted. This does not include the rental of sites.

iii. Occupancy

A shareholder, renter, or guest may occupy only the area designated for that site as described in relevant documents, such as the Development/Site Plan, Shareholders' Agreement, consolidated Disclosure Statement, Subscription form, Articles of the Company, these Rules & Regulations, and any other policies by the board from time to time.

iv. Park Fees

Fees must be paid within 30 days of the invoice date. Overdue fees may be subject to a penalty of 5% per month until paid. Payments should be made via e-transfer to treasurerclrc@gmail.com, indicating your site number in the memo field. If a shareholder is unable to pay via e-transfer, they should follow the instructions on the invoice to pay via cheque.

B. Safety & Emergency

i. Fuel Storage

Any fuel stored on a site must be stored in CSA approved containers and vessels, and only in quantities necessary for ordinary camping activities and must be kept under safe conditions at all times.

ii. No Lifeguard Disclaimer

CLRC does not provide lifeguards. Shareholders, renters and guests are responsible for their own safety and the safety of their families when using all facilities within the park, including the marina and swimming dock areas.

iii. Behavioural Safety Expectations

Shareholders are to ensure that their families, renters, and/or guests behave in a safe and harmonious manner for the benefit of all. Shareholders, renters and guests should report actions or conditions they think may be unsafe to the Park Caretaker.

C. Insurance

i. Insurance Requirements

All Shareholders are required to carry property insurance, including a minimum of $2,000,000 general liability insurance extended to their site/unit for their protection and the protection of the park and neighboring sites. This includes any rentals. Proof of valid liability insurance must be provided on renewal.
($2,000,000 approved AGM2022; item 9.

ii. Motorized Vessel Insurance

Owners of motorized vessels using CLRC docks agree to hold and maintain an insurance policy with general liability limits of at least $2,000,000. Proof of insurance must be provided prior to launching any motor craft.

iii. Proof of insurance

Shareholders must provide proof of insurance upon issuance or renewal of any required policy. Copies of new or renewed insurance documents must be submitted to the Director responsible for insurance. If a Shareholder is unsure whom to contact, they should contact the Board for direction.

D. Compliance and Enforcement

i. Rule Enforcement Process

Failure to comply with these Rules, with the exceptions noted in Appendix B may result in a written warning or the assessment of a fine.

ii. Fees, Assessment and Fines

- Shareholders must pay all fees, special assessments, electrical bills, and fines as stipulated in s.3.A.iv (Park Fees). Failure to do so will result in accrued interest.
- The Board may take reasonable and proportionate action to address any outstanding fees, assessments or fines, including issuing notices and pursuing any further remedies available if required.

iii. Additional information on the enforcement process is available in s.8.D (Enforcement).

E. Site Rentals

Site rentals of 30 days or more, though not encouraged, are permitted providing they are appropriately managed by the shareholder, including but not limited to, ensuring renters are aware of and respect CLRC Rules and Regulations. Shareholders not appropriately managing a rental may have their rental privileges revoked at the discretion of the Board.
Shareholders renting their site must use the short-term rental agreement. <<insert site link once loaded to shareholder site>>.
Short term rentals, less than 30 days, are strictly prohibited with exceptions detailed in Appendix B: Exceptions
Note: Use by family and/or friends is not considered a site rental.

F. Water Restrictions

i. Water Usage Compliance

Water usage, including irrigation, must comply with all applicable CVRD water restrictions. Shareholders are responsible for knowing and adhering to these

requirements. Any penalties resulting from non-compliance are the sole responsibility of the offending site.

ii. Authority to address non-compliance on site

If a Shareholder's site is found to be in violation of current watering restrictions and Shareholder cannot be reached or attend within 10-minutes, the Caretaker, or Board member if required, has the authority to enter the site to address the non-compliance.

4. Shareholder and Guest Conduct

A. Park Use

People under the age of nineteen (19) years of age shall not be permitted to remain overnight unless accompanied by a parent or guardian, who shall be responsible for their conduct and well-being.

It is the responsibility of Shareholders to ensure their guests are aware of and respect CLRC Rules and Regulations. Shareholders are responsible and liable for the action and conduct of their guests within the park.

B. Noise Levels

- **Daytime hours** (8:30am – 11:00 pm)
  - All Park users are expected to respect the rights of others to enjoy the peace and quiet of the park. Noise and music must be kept at a respectable level at all times so as to not disturb others. This applies to shareholders, renters, and guests alike.
- **Construction Noise** (8:30am – 7:00pm)
  - No construction noise permitted outside of the designated hours.
- **Quiet hours** (11:00pm – 8:30am)
  - No noise shall be overly audible beyond the site boundary.

C. Campfires

a) Are permitted in an approved fire pit on a site.
b) No fires are permitted on common property unless pre-approved by the CLRC Board.
c) All campfires must comply with provincial and local campfire regulations posted by the provincial wildfire service.
d) No burning of yard waste is permitted at any time.
e) Burn only materials in fire pits that will minimize the amount of smoke emitted.
f) All fires must be situated and of a size that the fire and smoke is not a hazard or a nuisance to neighboring sites.

D. Pets

a) Shareholders, renters and guests are responsible for their pets at all times. This includes but is not limited to:
   - Ensuring all pets are contained within the site or leashed on common property and marina docks to board and deboard vessels.
     - Exceptions
       - Cats are exempt from this rule provided they are not bothersome to park users. The Board reserves the right to revoke this exception for

certain cats if problems arise.
    - Pets are permitted to swim, unleashed, in the boat launch area when not in use to launch a boat.
- Cleaning up immediately after their pets.
- Ensuring their pets do not cause unreasonable disturbance to other Park users (i.e., excessive barking).

b) Leashed pets can accompany their owners on the boat dock ramps to board and deboard boats.

c) Pets are not permitted on the beach or grassy common area. The exception to this is beach shareholders (Sites 42-53) who are permitted to walk their dogs from their site to and from the boat dock ramps when boarding and deboarding their boats.

5. Property Use

A. Common Property

i. General Usage

Shareholders will not store or park anything on common property, that creates an extension of their site or use any part of the common property in such a manner that it creates or suggests exclusive use.

ii. Modification of Common Property

Modification to common property requires Board approval. This includes but is not limited to:

a. Planting or alteration of any kind to trees, shrubs or natural vegetation,
b. Erection or modification of fencing or other obstructions,
c. Buildings or structures on common property or required to maintain park infrastructure.

iii. Smoking/Vaping

Smoking or vaping of any substance is not permitted on common property.

B. Parking and Vehicle Use

The park speed limit of 5 km/h or “dead slow” must be observed at all times. All laws regarding the use and operation of motor vehicles apply to all private park roads at all times.

i. Permitted Motorized Vehicles

No powered scooters, ATV’s, golf carts, etc., are to be driven in the park with the exception of the legitimate use of a motorized scooter/wheelchair by a disabled person or the caretaker’s golf cart.

ii. Vehicle Use on Common Property

Parking on common area property for the use of sleeping type accommodation, in a vehicle, tent, tent trailer, etc. is not permitted.

iii. Bicycle Usage

All cyclists must ride in a safe manner and yield to pedestrians. No bike riding is permitted on the docks or on the beach foreshore.

iv. Parking

Parked vehicles should not impede the roadway or accessibility of sites.
Due to the varied layouts around the park, parking falls under two groups.

a. Sites 1A-7 and 9-14B
    - Parking is limited to in front of a shareholder's site in a way that does not impede the roadway or site access. Use of guest parking should be avoided to provide space to sites with limited parking.

b. Other sites
    - Sites have one designated parking spot, either on or adjacent to their site. If additional parking is required, use of designated common area parking spots, or indicated guest parking areas is available.

v. Guest Parking

Guest parking is adjacent to site 16/Caretaker's House. Spaces are limited and shareholders are encouraged to limit their use of guest spaces, and to encourage guests to ride-share.

vi. Vessel Trailers

From May 1 – September 30 no motorized vessel trailers may be parked on CLRC property, including in designated parking spaces.

From October 1 – April 30, where space permits, trailers with motorized vessels may be parked in-front of a shareholder's site provided it does not obstruct access to neighbouring sites or common property.

C. Beach and CLRC Docks

i. Personal Belongings

Personal belongings must not be left on the beach or swim dock (e.g. beach chairs, flotation devices, etc.). During sunset rounds, the caretaker will dispose of any items left on the beach. Marina (Docks, Boats, Moorage)

ii. Docks

Docks shall be obstacle free; shareholders must ensure that belongings are not positioned on the docks in such a way that would impede others' access to the dock. This includes, but is not limited to, boats, canoes, kayaks, scooters, windsurfers, umbrellas and paddleboards.

a. Glass beverage containers and the consumption of alcoholic beverages on the beach or swim dock is not permitted.

iii. Minors

As no lifeguards are present children under the age of 12:

- Must be under the supervision of a guardian while swimming at the beach, swim dock, marina or boat.
    - Guardians are responsible for ensuring that supervision is appropriate to the swimmer's age, ability, and the current environment.
    - Supervision means maintaining clear visual contact and being able to respond promptly to a minor's needs should the need arise.
    - Depending on the swimmer's capability, supervision may be exercised from a nearby location (e.g., beach or marina dock), provided the guardian

can intervene immediately if necessary.
- **Exception**: Children under the age of 12 with a boating license are permitted on marina docks by themselves while travelling to and from their boat, provided they are wearing a life jacket.

6. Marina

This applies to the CLRC marina, which includes common property docks, ramp structures and dock fingers that are used for the purpose of mooring boats and/or Personal Watercrafts (PWC) (e.g., Seadoos or Jet skis).

A. Ownership & Liability

The marina is the exclusive property of the CLRC. Allocated permission for exclusive use of a designated slip does not convey title of rights.

In using the docks and moorage facilities, all users:

a) Agree to hold the CLRC harmless against any and all claims and demands arising from the negligence or wrongful acts of a shareholder, their agents, guests and/or any other users of the docks.
b) Acknowledge that the CLRC is not liable or responsible for any loss or damage to a user's boat, person or property, except in cases of intentional misconduct by CLRC.

B. Slip Allocation & Management

i. Designated Slip

CLRC sites are allocated exclusive use of one designated slip. Boats shall only be moored in their designated slip.

- Additional slips, including PWC slips, may be allocated based on availability, with a seasonal rental fee of $300 for use from May 1 to October 1, payable on May 1. If a slip is re-allocated mid-season, the rental fee will be prorated accordingly.
  - Unpaid rental fees will result in reallocation of the slip.
- Slip assignments are approved by the Board.
  - A Board Director is responsible for managing the marina per the Marina Policy, including allocation of slips, slip waitlist and slip assignment log.

ii. Slip Assignments

Considerations for slip assignment include, in order of priority:

- Management and operational requirements
  - Safety (including health/accessibility)
  - Marine traffic
- Waitlist order
- Operator need (i.e., maneuverability, draft depth)
- Fit (i.e., vessel size/type)
- Full-season vs short-term use
- Priority for Shareholders over renters

iii. Slip Change Request

Shareholders and CLRC Renters may request slip reassignment to an alternate slip via Marina Request Form.

- The Director responsible for the marina will maintain a slip waitlist (log), for review annually or as required.
- Recommendations for changes to Marina Slip Assignments are prepared by the Director for approval by the Board.

iv. New Shareholders

New shareholders will be assigned a designated boat or PWC slip based on availability and need.

Assignment decisions will be based on management and operational requirements and logged shareholder requests.

v. Renters

CLRC Renters may be assigned a designated boat or PWC slip, if it is required and spaces are available.

vi. Waitlist Protocol

a) All requests to be on the waitlist must be made through the Marina Request Form to document date received.
b) The waitlist will be indicated on the annual Marina Slip Assignment posted to the website. Shareholders should report any waitlist discrepancies via email to clrcmarina@outlook.com, in a timely manner.
c) Requests to be on the waitlist should include rationale to appropriately assess the request per s.6.B (Allocation of Slips).

C. Termination of Use & Reallocation of Slips

Permissions for exclusive use of a designated boat or PWC slip do not typically have a fixed term or expiry date. Permissions are granted to the shareholder for as long as they have a need for the slip, and may continue until one of the following occurs:

a) The shareholder sells their share, at which point the slip is automatically relinquished and reallocated based on availability, requests and current shareholder needs.
b) The shareholder transfers ownership to another site within the park CLRC site, the shareholders may retain their current slip, subject to confirmation by the Director responsible.
c) The CLRC terminates or adjusts allocation, which may only occur under certain circumstances such as:
    - Management or operational considerations (i.e., capacity limits, safety concerns)
    - Non-compliance with marina policies
d) The shareholder fails to provide appropriate proof of insurance as outlined in s.3.C (Insurance).
e) The shareholder moors a vessel that has not been approved via marina request form.
f) The slip remains empty or unused beyond July 1 without a valid reason.

D. Vessel Requirements

i. Boat Size

Boats may be up to a maximum overall length of 23 feet long, measured from the foremost point of the vessel (including any bow platform or deck space) to the aft-most point (including motor and any swim grid). Maximum beam (width) is 8 feet 6 inches. Previously

approved vessels are grandfathered, see Appendix B for more detail.

ii. Boat & PWC Approvals

All boats and PWC, new or replacement, require approval prior to being moored in the CLRC marina. Seek approval via Marina Request Form PRIOR to purchase.

- Approval is not guaranteed.
- Oversize vessels may not be accommodated. Seek approval prior to purchase.
- PWC moorage is limited and not guaranteed. Seek approval prior to purchase.
- Slip assignment considers vessel safety and maneuverability.

iii. Vessel Condition

a) Vessels must be in seaworthy condition and not pose a hazard (i.e., fire, risk of sinking) to the environment, marina or other vessels.
b) If a vessel is a risk, it must be removed from the dock. If there is an emergency situation and either CLRC or other shareholders act to mitigate or prevent sinking or damage, time and materials may be charged back to the shareholder at the CLRC's discretion.

E. Vessel Safety & Conduct

i. Spills

- Spill kit can be found in the shed behind site 60.
- Vessel operators must familiarize themselves with the location of the spill kit, and ensure it is used immediately, when necessary.
- Spills that occur are the sole responsibility of the vessel owner and must be remedied immediately.

ii. Vessel Repairs

- No major repairs should be made to vessels while moored to a CLRC slip, individual sites or common areas.

iii. Boat Launch Area

a) Vehicles and vessel trailers are not permitted in or around the boat launch area, except when launching or retrieving a vessel.
b) Launching or retrieving a boat is not permitted prior to 8:30 a.m. and after dusk, unless there is an emergency.
    - Proof of insurance is required prior to launching any vessel.
    - Guests, visitors or renters using the boat launch require written approval by the Board before the boat/PWC can be launched.

iv. Use of combustibles

Cooking, heating, lighting or anything that could create a fire hazard on the docks or vessel moored at the docks is not permitted.

F. Dock Use & Alterations

i. Alterations

No changes, alterations, permanent or semi-permanent attachments (including items screwed/nailed to the docks) are permitted without prior approval of the Board. Any changes, etc., made without prior approval, will be removed.

ii. Dock access

Main dock walkways and fingers, shall be obstacle free of boat supplies, accessories or debris, including but not limited to:

- Rules as outlined in s.5.C (Beach and CLRC Docks).
- Cords and ropes shall be neatly coiled when not in use.
- Anything that does not fit into a user's vessel must be removed from the docks.

G. Temporary & Seasonal Use

i. Short-term vessel docking

If a site has guest or visitor arriving via boat, the Shareholder may coordinate with another Shareholder who has an available/open slip for temporary use.
Short-term use requires proof of insurance and must be approved by the Board prior to a guest/visitor's use. The shareholder hosting the guest is responsible for:

- Placing a short-term usage sign on the slip.
  - Signage can be found in the spill area/bottle drop off.
- Providing required documentation as outlined in s.3.C (Insurance).
- Ensuring their guests/visitors comply with dock policies.

This should not be a regular ongoing occurrence, nor should it be for an extended period of time.

ii. Overnight use

Sleeping on boats is not permitted.

iii. Seasonal Mooring

Shareholders may leave their vessels in the water year-round, however from November - April, shareholders do so at their own risk and are responsible for any damage caused to common property by their boat.

iv. Visitor moorage (2 hrs maximum)

Is available, on a first-come-first-serve basis, for guests/visitors who arrive via the lake, for short/daytime visit periods.

- The visitor/guest moorage, marked in green, is located on the North dock to the left of the boat slip, marked in yellow.
- To ensure safe maneuvering and uninterrupted access to the shareholders slip, marked in orange, visitor vessels cannot be moored within 10 feet of the eastern most dock finger.

7. Individual Sites

A. Usage and Permitted Units

New RV's/Units require approval, via Site Proposal for Layout or Alteration Notification (Site PLAN), prior to placement on the site. The Board will assess the request to preserve the park's visual appeal and consider impacted sites as well as the age, condition, size and position of the unit.

i. Site Designations

All sites are for recreational use only and are restricted to a maximum of one of the following recreational vehicles (RV): Park model, destination trailer, 5th wheel, travel trailer, or motor home with the following site exceptions:

a) Sites 8 and 15 are permanent houses.
b) Sites 6 and 7, are "designated mobile home sites" and will maintain this designation until such time as six months passes without a mobile home on the site.

ii. Unit Size Limits

CLRC sites vary in size. As such the maximum size of new units will be assessed based on the specific site including its size, shape, and potential impacts on other sites. As a general guide:

- A Park Model may not exceed 46' in length and 12' in width, not including bump outs.
- Non-Park Model RVs may not exceed 45' in length and 8' in width, excluding bump outs.

iii. Placement Guidelines

All RVs must be parked within the site as indicated by the approved Site PLAN. RVs may not block roads, easements, or emergency access routes. Easement exceptions apply to sites 17 & 53.

iv. Tent and Trailer Restrictions

- Tent trailers are not permitted on any site.
- Tenting on a site is permitted to a maximum of three consecutive nights. Exceeding occasional use requires Board approval.
- Shareholders, visitors, and renters may have an RV as their designated driving vehicle; however, it cannot be connected to services.

v. Secondary RV storage

a) Storage of a second RV or dwelling is not permitted on non-mobile home sites or on any common or limited common property.
    i. Exception: mobile home sites and permanent homes (sites 6, 7, 8 and 15) may park an RV on their site, however, they cannot be:
        - Connected to any services,
        - Stored on common or limited common property at any time, or
        - Used as a full-time dwelling or permanent extension of living space, or
        - Used for sleeping more than three nights, aligning with the parks tent policy.

vi. Septic Requirements

a) Usage and Maintenance
Only water and toilet waste/paper are permitted in the CLRC septic system.
b) End of Season Requirements
Shareholders of seasonal sites must ensure that the septic outlet is appropriately capped, with a screw on cap, during the winter months.

c) Tank Operation Guidelines
Black water tanks must be kept closed at all times except when being emptied.

B. Site Maintenance

i. Site Appearance and Upkeep

Shareholders' sites must be well kept/maintained. If not, the Board will have it maintained at the cost of the Shareholder.

ii. Hedge/Fence Height

Hedges must be maintained (i.e. trimmed) and the hedge height must not negatively affect another site. The height of the hedge must not exceed the height of the eaves trough on the unit.

C. Permitted Structures

i. Protective Roofs

Protective roof structures are allowed on units that are not removed during the winter months, provided they are attached to the unit, do not require footings and have an approved Site PLAN.

ii. Multiuse Sheds

Sheds that may occasionally be used for sleeping must have a functioning smoke detector, fire extinguisher and adequate egress for safety purposes.

Two story multi-use sheds are not allowed on any site.

iii. Temporary Structures (Unit covers/Boats)

Temporary structures which are designed to be used to store boats or to cover units (i.e., aluminum or plastic pipe with canvas, tarps, coverings, etc.), may not be used after May 1 or before October 1. They may not be used as gazebos at any time unless approved by the Board.

D. Site Access

i. Designated Site Area

Shareholders will respect the property boundaries of other sites and not trespass without prior approval.

Shareholders must allow access to their sites to members of the Board and/or their delegate, (i.e. Park Caretaker), in order to undertake the work of the park and fulfill its obligations. Where possible, 24-hour notice will be provided.

E. Seasonal Sites

i. Use Restrictions

Beach sites (17, 41-53) are subject to seasonal limitations to accommodate shoreline access, maintenance and consideration of lake levels.

ii. Site Clearance and Winter Storage Requirements

RV units may not remain on beach sites during the winter season (generally between November and April).

- Shareholders are responsible for securing winter storage for their units.
- Shareholders will be responsible for damage caused by items not removed; items

may be disposed of by CLRC at the Shareholders expense if they create safety hazards or impact access or aesthetics. Shareholders are encouraged to remove all personal items from their sites during the winter season.

8. Processes

The emergency access gate, found off Sa-Seen-Os Road beside Unit #23, is provided for emergency use only. This process ensures that gate usage is controlled and limited to appropriate situations.

A. Emergency Gate Access

i. Authorized Use

- The emergency access gate is for evacuations purposes or the entry/exit of recreation vehicles where regular access is not possible.
- The gate is not to be used for day-to-day activities.
- To request access please follow the request procedure s.8.A.ii.

ii. Request Procedure

a) The shareholder must submit a written request (by mail or email) to Operations with as much notice as possible, the request must include:
   - Time and date of use
   - Reason for the request

b) Operations will review the request and, if approved, provide direction to the Park Caretaker

c) The Park Caretaker will confirm arrangements with the Shareholder.

iii. Requirements for Use

- To minimize disruption to the roadway, the trailer must be ready and in position at the agreed time for both exit and entry.
- The shareholder must provide two traffic controllers:
  - One at the south end of Sa-Seen-Os Road (Park property boundary)
  - One in front of the ballpark to ensure time for drivers to stop if needed.
- The Caretaker will open the gate and close the gate immediately after use.

B. Site Proposal for Layout or Alteration Notification (Site PLAN)

i. Request Form

General questions may be sent to clrcsiteimprovements@gmail.com however, requests must be submitted via a Site PLAN to be considered.

ii. When to Submit a Site PLAN

The community has sites of many shapes, sizes, and designations, what works for some sites may not work for others. To provide fairness and consistency for all, anyone wishing to make changes or improvements to their site, including but not limited to structures, utilities, or landscaping, must complete and submit a Site PLAN. No work may start without written approval from the Board. Appendix C contains a general guide used to assess requests.

iii. Requirements for a PLAN Submission

All site improvements or modifications requiring approval prior to purchase/implementation include, but are not limited to:

a. Electrical and Water
b. Deck structures (any structure over one-foot above grade).
c. Deck coverings or enclosures.
d. New-to-Park Trailers and Park models.
e. Gazebos
f. Sheds, storage units and bunk houses
g. Fencing or gates
h. Tree planting, trimming and removal.
i. Placement, replacement or repositioning of a unit on a site
j. Brickwork, paving stones and patio areas

Board approval is required before going ahead with the proposed improvement or change or purchase.

Should BC Assessment Authority (BCAA) deem that a shareholders improvement adds value thus increasing the CLRC tax assessment, that shareholder will bear responsibility for the additional taxes (effective July 2019).

iv. Submission Guidelines

It is the responsibility of Shareholders submitting a Site PLAN to ensure that neighbours and impacted sites are informed of any proposed changes and their input documented in the Site PLAN. The Board will take these comments into account when considering the application.

v. Review and Approval Timeline

The Board will review requests in a timely manner, typically 30 days or less. Shareholders may be asked for clarification or revisions before approval is granted. Any modifications to the original Site PLAN will be indicated in the approval email if granted.

vi. Decision Notification

a) The Shareholder will be contacted as to whether the request is approved, approved with modifications, or denied.
   - If the request is approved or approved with modifications:
     - The Shareholder may start work on the proposed change including any modifications indicated in the approval.
       - If the work is not done as approved, revisions may be required at the Shareholders expense.
       - It is the Shareholders' responsibility to understand and comply with other local requirements (e.g. CVRD, provincial government, etc.).
       - If it is deemed later that an improvement/change is non-compliant, it is the shareholder's responsibility to make the modifications to comply in addition to any expenses that result from non-compliance.
   - If the request is denied:

- The Shareholder has the right to appeal to the Board of Directors.

b) Failure to follow the process stated above could result in immediate action by the Board at the expense of the Shareholder.
c) The CLRC Board of Directors reserves the right to suspend utility services or impose other sanctions if the shareholder refuses to comply.

vii. Appeals or Resubmissions

Denied Site PLANs may be appealed in writing or by resubmitting with adjustments. The Board's decision on appeal is final.

viii. Site PLAN not required.

A Site PLAN is not required when a shareholder is performing maintenance or making repairs on their site provided that the shareholder is replacing old/damage items with the same type of items. If in doubt as to whether a Site PLAN is required, it is best to submit one.

C. Marina Assignment Process

i. Slip Allocations Guidelines

The Board must approve all vessels mooring in the common property marina. No changes may be initiated until a Marina request has been approved by Operations and/or the Board. Waitlist Rules
A formal waitlist is maintained, reviewed and posted annually. Priority is based on the submission date and policy criteria.

ii. Use, Transfer, and Cancellation Policy

Slip assignments are non-transferable. If a shareholder relinquishes a slip or fails to use it, it reverts to the CLRC for reassignment.

See the s.6 (Marina) for additional details.

D. Enforcement

Shareholders and the CLRC Caretaker play an important role to ensure the enjoyment and safety of the park. Anyone witnessing a rule infraction should approach the Shareholder and explain the rule. If a Shareholder is not comfortable approaching another Shareholder/renter/guest, they should report the rule violation to the Caretaker or email the Board and they will contact the shareholder.

i. Warnings and Fines

Violations of CLRC rules may result in written warning and/or fines. The Board may issue a formal notice outlining the violation, required corrective actions, and any applicable fines.

ii. Process for Addressing Violations

a. An incident is reported or observed.
b. The Board reviews the matter and determines whether a rule has been breached.
c. The Shareholder receives written notice of the infraction.
d. The Shareholder may respond in writing with explanation or evidence. Note: a verbal response is not sufficient.
e. The Board may issue a warning, impose a fine, or take further action if necessary.
f. Fines will be determined based upon the seriousness of the infraction.
g. Overdue fines or costs assessed against a Shareholder will accrue interest of 2%

per month until payment is made in full.

h. Failure to correct the infraction and/or pay the assessed fine may result in additional sanctions, including but not limited to; suspending utility services, the Board correcting the infraction at the Shareholder's cost, or taking other enforcement measures as required.
i. The Board reserves the right to place a lien or withhold approval of a site sale or share transfer until all outstanding amounts are paid in full.

iii. Appeal Rights

Shareholders may appeal in writing within 14 days of receiving the notice. The Board will review the appeal and issue a final decision.

E. Communication and Feedback

i. Quarterly Updates

Board updates are sent quarterly by email, or as needed for urgent issues. All shareholders are encouraged to ensure their contact details are up to date.

ii. Community Engagement

The Board welcomes constructive feedback, suggestions, and participation in committees, work projects or social events. Volunteers are critical to CLRC's success.

iii. Feedback Submission Methods

Shareholders can send questions or feedback to the Board.

F. Volunteers

CLRC relies heavily on the contribution of volunteers to help with the park. While the Board and Caretaker manage core operations, many essential tasks that support park upkeep, events, and community well-being depend on shareholder participation.

Appendix A: Forms

A. Site PLAN – Site Proposal for Layout or Alteration Notification

Link to Site PLAN Form
A Site PLAN is required for any changes that alter the appearance or function of a site and must be approved by the Board before work begins, including:

a. Decks, patios, fencing
b. Roofs or structural covers
c. Electrical/plumbing work
d. Gazebos, sheds, or storage units

B. Marina Request Form

Link to Marina Form
The Marina request form is used to:

- Request a slip assignment or reassignment.
- Join the slip waitlist (with rationale).
- Seek approval for a new or replacement boat or PWC.
- Confirm vessel compliance before purchase or mooring.

Appendix B: Exceptions

This appendix records all approved exceptions to current Rules and Regulations. Exceptions fall into three categories, (not a fully inclusive list):

- Grandfathered items established by the October 4, 2009, Board Resolution
- Site-specific exceptions approved at later AGMs.
- Other Board-approved exceptions

A. Grandfathered Exceptions (Resolution of October 4, 2009)

The Board resolution of October 4, 2009, established two types of grandfathered exceptions:

- Permanent Unit Improvements, and
- Established Uses of Common Property, Units, and Foreshore Areas.

These apply only to conditions that existed as of October 1, 2009.

i. Grandfathered Permanent Unit Improvements

Permanent unit improvements or changes that were non-conforming as of October 1, 2009, are considered "grandfathered."

- These may remain unless a local, provincial, or federal authority requires its removal or reversal.
- Grandfathered status ends when:
  - The Shareholder voluntarily removes the improvement, or
  - The Shareholder proposes any change to the improvement. Once altered or removed, any improvements must comply with current Rules and Regulations.
- Replacement structures or dwellings are not grandfathered and must comply with current Rules and Regulations.
- Seasonal or temporary non-conforming improvements are not eligible for grandfathering and must comply with current rules.
- During a unit resale, the Shareholder must disclose all grandfathered non-conforming improvements to the prospective buyer.

ii. Grandfathered Uses of Common Property, Sites, and Foreshore Areas

All established uses of Common Property, sites, and foreshore areas that existed as of October 1, 2009, and were inconsistent with, or not clearly defined by the Development plan, are grandfathered in perpetuity.

Examples include:

- Placement of fences on sites 35 – 40,
- Extension of site 41 by 15 linear feet,
- Placement of all fencing along the exterior borders of the park,
- Dedicated fenced parking space for site 46,
- Established uses of the foreshore,
- Established use of site 16 as the visitors parking,
- Established use of site 8 for communal use,
- Trade-off of area for site 54,

- Common access across the foreshore for RVs and vehicles by owners of sites 47-53 and site 17,
- Relocation of site 17 to comprise part Common Property and part of the old site 53, with the previously unauthorized second hook-up now being sanctioned for use by the new site 17 only.

B. Site-Specific Exception(s)

i. Site 18 - Resolution of November 2014 AGM

- The placement of the unit on site 18, perpendicular to the lake, is grandfathered in perpetuity.
- The fence design on site 18 is required to comply with current Rules and Regulations when replaced.

C. Other Exceptions

The Board may maintain a dedicated Exceptions Register to record all site-specific exceptions, including:

- Site 33 is grandfathered as a short-term rental site and considered exempt from s.3.E (Site Rentals) until there is a change in site ownership or if rental privileges are revoked.
- Site 18 lease of common space,
- Any future Board-approved site-specific exceptions
- Vessels exceeding measurements indicated in s.6.D.i (Boat Size), approved by the Board prior to <date of Rules & Regs approval>.

Appendix C: Site Proposal for Layout or Alteration Notification

A. Placement of R.V.'s

- Unit must be positioned to respect the privacy of their neighbouring sites.
- Placement must not obstruct the ability of nearby RVs, Park Model or Mobile home to move in or out.

B. Deck Structures and Patios

- Decks and patios must be constructed so they can be disassembled easily, ensuring access to any buried services and facilitating the movement of neighbouring units.
- All designs, including finishing details, must be approved via a Site PLAN prior to construction.
- There are no size restrictions for 'on ground' patios; however, gardens and landscaping should be maintained to support the Park's appearance.
- Permanent covering or enclosing of decks is not permitted.

C. Fencing

- All site boundary fences require approval via a Site PLAN.
- Fence height cannot exceed six feet above grade.
  - Exception: site 53's fence should not exceed three-feet.
- New or revised fencing must be approved via Site PLAN prior to building or changes being implemented. The visual appeal of the park as a whole is the primary consideration for approval. Maintenance does not require approval.
- Road frontage fencing and gates require specific Management Committee approval to ensure consistent aesthetics.

D. Gazebos

- Gazebos are permitted up to a maximum of 10' x 12' (as of 2021).
  - Larger gazebos may be considered depending on site size and placement.

E. Sheds

- Shed location must be approved via a Site PLAN.
- Sheds must be movable and constructed without permanent foundations, in accordance with the temporary nature of Park structures and CVRD bylaws,
- Maximum roof peak height is 9'6" from the base.
- Maximum floor area:
  - Sites 1-14: 10' x 10' sheds (100 sq. ft. inside finished measurements).
  - All other sites: 8' X 10' (80 sq. ft. inside finished measurements).
- Sewer or plumbing connections are not permitted.
- Multi-use sheds, which may be used for sleeping, must include a functioning smoke detector, fire extinguisher and adequate egress.
- Electrical wiring may be installed from a fused distribution point separate from the Park's electrical connection.
- Finished appearance requires approval via a Site PLAN to maintain park aesthetics.

F. Electrical

- A Site PLAN is required to change/upgrade an existing RV's power outlet or to change

the location of a unit's power.

- Only a fused device can be connected to the park RV outlet.

G. Water/Septic

- The water supply must be conserved where possible and all outdoor water usage should comply with CVRD policy/regulation see s.3.F (Water Restrictions) for more information.
- A Site PLAN is required to relocate or alter the sewer or water lines on a site.
- There shall be no alteration to the water service beyond the cold weather shut off valve. No changes to the location of a unit's water source are permitted without a Site PLAN.

H. Roofs or Protective Structures over RV's

- Are permitted on permanent units (i.e. units that are not removed during the winter months) provided they adhere to a Board approved design (i.e. attached to the unit, no footings required).
- No full roof structures or carport-style shelters may be installed over RVs unless approved by the Board.

Appendix D: Share Re-sale Process

A. Purpose

This outlines the required process and documentation for the transfer or sale of CLRC site(s)/share(s).

B. Submission of Sale Details

A contract of purchase and sale, or a written agreement in principle between the seller and purchaser, must be provided to:

- The CLRC corporate solicitor (contact details below), and

Details that will be required include the following:

- Sellers' and Purchasers' names/ addresses and telephone numbers,
- Unit number,
- Purchase price, deposit amount,
- Desired date of completion (please allow at least 2 weeks),
- Whether a trailer, (RV, Park Model, Park Mobile) is included in the purchase price, and if so, indicate the breakdown in the price between the Unit (site) number and the trailer.

C. Corporate Solicitor Contact

John McLeod
Reed Pope
202-1007 Fort Street
Victoria, BC, V8V 3K5

D. Board Approval and Preparation of Closing Documents

Once the proposed transfer is approved by the Board:

- The corporate solicitor will prepare the closing documents for the parties to sign (with the exception of any transfer documents relating to a transfer of a trailer or RV which the parties must look after on their own, through their insurance agent).
- The CLRC corporate solicitor acts solely for CLRC and cannot act for seller or purchaser. Both parties are strongly recommended to obtain independent legal counsel to review documentation and provide advice.

E. Costs

The purchaser will be responsible for:

- Costs charged by the CLRC corporate solicitor.
- Any other legal fees they may incur independently.

F. Closing Documents

The closing documents to be prepared by the CLRC corporate solicitor include:

- An application for Approval of Share Transfer, or Instrument of Transfer,
- A Members' Agreement and License to be signed by the purchaser, and
- The new share Certificate and the Directors' resolutions approving the Share Transfer.
- A signed document confirming they have read and understand the Rules and Regulations

G. Execution of Transfer

- The seller must sign over the Share certificate.
- Once all the closing documents are executed, both parties exchange closing documents and provide CLRC's solicitor with signed copies of the transfer documents and provide acknowledgement of receipt of CLRC's Rules and Regulations.
- Payment of the deposit and purchase proceeds is coordinated by each party's solicitors.

H. <u>Finalizing and Filing</u>

- The seller receives copies of their signed closing documents.
- The purchaser receives the new Share Certificate, signed Members' Agreement, and their closing documents.
- The Share Certificate and the signed Members' Agreement will be filed at the corporate solicitor's office.

I. <u>Review of Rules and Regulations</u>

The Board encourages prospective purchasers to:

- Carefully review the current Rules and Regulations prior to completing a share purchase.
- Take the necessary time for due diligence to understand any potential risks.