

Table of Contents

RIVERSIDE RV PARK SOCIETY RULES AND REGULATIONS

<u>1. DEFINITIONS.....</u>	<u>2</u>
<u>2. RULES FOR THE USE AND ENJOYMENT OF THE RESORT.....</u>	<u>5</u>
<u>3. THE DEVELOPMENT AND LANDSCAPING OF RV SITES.....</u>	<u>7</u>
<u>4. RECREATIONAL VEHICLE STANDARDS AND REQUIREMENTS.....</u>	<u>9</u>
<u>5. HEALTH AND SAFETY.....</u>	<u>13</u>
<u>6. PETS.....</u>	<u>16</u>
<u>7. AESTHETICS OF THE RESORT.....</u>	<u>15</u>
<u>8. ROADS AND PARKING.....</u>	<u>16</u>
<u>9. RECREATIONAL FACILITIES AND EQUIPMENT.....</u>	<u>18</u>
<u>10. GUESTS AND GUEST OCCUPANTS.....</u>	<u>19</u>
<u>11. UTILITIES.....</u>	<u>20</u>
<u>12. CERTIFICATES OF POSSESSION.....</u>	<u>21</u>
<u>13. PROCEDURE TO DEAL WITH CONTRAVENTION OF THESE RULES & REGULATIONS.....</u>	<u>22</u>
<u>14. INSURANCE – SOCIETY’S OBLIGATIONS.....</u>	<u>23</u>
<u>15. INSURANCE – OWNER’S OBLIGATIONS.....</u>	<u>23</u>

RIVERSIDE RV PARK SOCIETY RULES AND REGULATIONS

Consolidated to March 22, 2025

The Members of the Riverside RV Park Society have adopted and approved these Rules and Regulations to govern their mutual use and enjoyment of the Resort while safeguarding the common investment, health, safety, and spirit of community within the Resort.

These Rules and Regulations apply to all those who come to the Resort whether they are a Registered Owner, Guest Occupants, or guests.

Rule Number One is to enjoy yourself at the Resort. Please feel free to make any suggestions to Management that may help to make Riverside a better Resort community.

1. DEFINITIONS

(a) "Board" means the Board of Directors of Riverside RV Park Society;

(b) "Certificate of Possession" means that a certificate issued by the Board (or the Board's delegate) to the Registered Owner of a Fractional Interest evidencing the RV Site on the Primary Resort Property associated with the Registered Owner 's Fractional Interest and for which the Board has granted the Registered Owner
exclusive use, subject to the Bylaws, the Rules and Regulations;

(c) "Common Amenities" includes the pool, pool patio, fitness center, Lodge, parking and other real or personal property administered by the Society for the benefit of Registered Owners whether owned by the Registered Owners as tenants in common or held by the Society in trust for the Registered Owners;

(d) "Fractional Interest" means a 1/134th fractional interest in Lot 2, District Lot 294, Similkameen Division Yale District, Plan KAP76502 recorded in the Land Title Office (Kamloops);

(e) "Guest Occupant" means a guest of a Registered Owner at a time when the Registered Owner will not be present on the Registered Owner 's RV Site;

(f) 'harassment' means:

i. sexual harassment; includes:

(a) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working or living environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; and/or

(b) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working or living environment; and/or

(c) an implied promise of reward for complying with a request of a sexual nature; and/or

(d) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

and/or

ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; and/or

iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliates any reasonable person; and/or

iv. the exercise of behaviour in a manner which serves no legitimate purpose and which a person ought reasonably to know is inappropriate; including such behaviours such as intimidation, threats, coercion and blackmail; and/or

v. unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, age, disability, or genetic information (including family medical history).

(g) "Immediate Family" means family members residing in the household of a Registered Owner;

(h) "Lodge" means the clubhouse situated on the Lodge Lands and Premises;

- (i) "Lodge Lands and Premises" means the land legally described as Lot 1, District Lot 294, Similkameen Division Yale District, Plan KAP76502 and includes any improvements thereon such as the Lodge and Common Amenities;
- (j) "Management" means any person or agency appointed by the Board of Directors to manage the Resort;
- (k) "Maintenance Fees" means the monthly fees and any special levies or charges payable by the Registered Owners in respect of the management, maintenance, and improvement of the Resort and operation of Riverside;
- (l) "Park Facilities" means the Lodge Lands and Premises and the Primary Resort Property, but excludes RV Sites;
- (m) "Primary Resort Property" means the land legally described as Lot 2, District Lot 294, Similkameen Division Yale District, Plan KAP76502;
 - (i) "Principal Residence" or "Primary Dwelling" means a Recreational Vehicle or RV as defined in 1 (o).
- (n) "Recreation Area" means specific event areas at the Resort as may be designated by the Board from time to time, including but not limited to the River Walk, Orchard, the picnic area behind the Lodge, and the community fire pit;
- (o) "Recreational Vehicle" or "RV" means a vehicle of no more than 13.7 metres (45 feet) in length equipped with living space and amenities found in a home, including:
 - (i) a Motor Home as defined in the Motor Vehicle Act of British Columbia from time to time in force and all amendments to it;
 - (ii) a Trailer as defined in the Motor Vehicle Act of British Columbia from time to time in force and all amendments to it so long as the Trailer was designed for recreational purposes, including accommodation, but excludes tent trailers and hybrid tent trailers; and
 - (iii) a Park Model that complies with the requirement of CAN/CSA Z241 03 series and amendments thereto with respect to, among other things, maximum square meters of floor area and maximum amp electrical service.
- (p) "Registered Owner" means the person or persons registered in the Land Title Office as the owner of a Fractional Interest;
- (q) "Resort" means the Riverside RV Park and includes the Primary Resort Property, the Lodge Lands and Premises, and the Common Amenities;
- (r) "Riverside" means Riverside RV Park Society;

(s) "RV Site" means the Recreational Vehicle parking site assigned to a Registered Owner by the Board by way of a Certificate of Possession.

(t) "Pergola" means a structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters.

(u) "Shoulder" means the common property between the pavement and the registered owner's property line.

(v) [REPEALED]

(w) Aggressive pet: any pet that has attacked, bitten, scratched a person or other animal without deliberate provocation or has demonstrated a disposition to attack, bite scratch a person or other animal without deliberate provocation

2. RULES FOR THE USE AND ENJOYMENT OF THE RESORT

2.1. Each registered Owner will sign at the office to acknowledge they have read and agree to abide by the Rules and Regulations and Bylaws of Riverside RV Park and Resort.

Each Registered Owner may use and enjoy the Resort, including his or her R.V. Site, in a manner that will not unreasonably interfere with the use and enjoyment of other Registered Owners. For greater certainty, a Registered Owner, his or her Immediate Family or guests may not use a R. V. Site or the Park Facilities in a way that:

(a) causes a nuisance or a hazard to another person;

(b) causes unreasonable noise;

(c) unreasonably interferes with the rights of other persons to use and enjoy the Park Facilities or another RV Site;

(d) is illegal; or

(e) is contrary to the purpose for which the RV Site or Park Facilities is intended pursuant to the Bylaws, these Rules and Regulations or by necessary implication.

(f) is engaged in any form of harassment (Verbal, Physical, or Sexual)

i. All Employees and Members have the right to work, to conduct their lives at or in Riverside Park, and otherwise associate free from harassment (verbal, physical, or sexual)

ii. Harassment in any form (verbal, physical or sexual) is considered to be totally unacceptable and will not be tolerated. Proven harassers shall be subject to corrective actions. Such actions may include verbal warning, written warning, declared a member not in good standing and have membership revoked in the Society as per Society Bylaws 2.7 and 2.8.

2.2. Resort Conduct - Registered Owners, Immediate Family and guests shall conduct themselves with decorum while at the Resort. Loud or boisterous conduct or activities which disturb the peace or otherwise may bring the Resort into disrepute are not permitted.

2.3. Members are responsible for the conduct of their Immediate Family, guests, and Guest Occupants, ensuring that children under 16 years of age are accompanied by an adult when using the Park Facilities. Registered Owners/Members are also reminded of the known hazards at the Resort, including the current in the Similkameen River and the presence of wildlife. There is no lifeguard on duty along the riverfront or at the pool/spa facilities; Use of all facilities is at your own risk.

2.4. Registered Owners are responsible for any charges incurred by their Immediate Family or guests while at the Resort, including any loss or damage to Resort property or equipment, and must ensure that neither they nor their guests use the Resort, including the Park Facilities and RV Sites, in a way that creates a nuisance or hazard to others, or an environmental hazard to the Resort Property or Lodge Lands and Premises.

2.5. Maximum Occupancy per RV Site - No more than eight people may stay overnight at a RV Site unless prior written permission has been obtained from the Management.

2.6. Peace and Quiet - The use of radios, tape or CD players, generators, snow or leaf blowing machines, or other equipment out of doors or in situations where such equipment is audible beyond the boundaries of a RV Site is restricted to the hours of 8 a.m. to 11p.m. At no time shall the use of such equipment be permitted to cause a nuisance to others at the Resort.

2.7. Profanity, loud or abusive language and other objectionable acts offensive to the community are prohibited within the Resort.

2.8. Repealed.

2.9. Registered Owners and their guests enter the Resort and enjoy the Common Amenities at their own risk.

2.10. Repealed.

2.11. No Commercial Activity at the Resort - No Registered Owner or other person is permitted to sell goods or services within the Resort without express written permission of Riverside.

2.12. Complaints

All disputes are expected to be resolved between individual members in a respectful manner. When members have a complaint with another member;

Step 1- Discuss the issue or concern with the member(s) involved to try and come to a common resolution.

Step 2- If a resolution is unattainable, File a complaint using the complaints form available on the website or from the office.

You must quote the Rule and Regulation number or Bylaw number that is not being adhered too. The complaint form must go to the management company who will then forward it to the appropriate board Liaison. You will receive an email acknowledging receipt of your complaint. Personal disputes will not be dealt with by the Board of Directors

3. THE DEVELOPMENT AND LANDSCAPING OF RV SITES

3.1. The Registered Owner of a RV Site must repair and maintain that site subject to these Rules and Regulations. RV Sites must be left tidy and secure when not occupied by Registered Owners.

3.2. In the event a Registered Owner fails to meet or maintain the basic landscaping and improvements required in Rule 3.1, on 30-days written notice to the Registered Owner, the Management may, at the direction of the Board, arrange for basic landscaping and improvements to be done at the RV Site at the expense of the Registered Owner.

3.3. Where a Registered Owner's improvement on a RV Site constitutes a nuisance, on 30-days written notice to the Registered Owner, the Management may, at the direction of the Board, arrange for the improvement to be removed or repaired at the expense of the Registered Owner. Where a nuisance on a RV Site constitutes an immediate threat to health or safety, repair or removal may be undertaken by Management, at the direction of the Board, without notice and at the Registered Owner's expense.

3.4. A Registered Owner, his or her Immediate Family or guests must not cause damage, other than reasonable wear and tear, to the Park Facilities.

3.5. Registered Owners are asked to be considerate of their neighbours when planning landscaping. Significant landscaping, especially landscaping which may have the effect of reducing or eliminating the sightlines from another RV Site requires prior Board approval pursuant to Rule 3.6.

3.6. A Registered Owner must obtain the written approval of the Board before making any alteration, improvement, or addition to:

- (a) Where an RV Site falls within the floodplain area covered by the Section 219 Restrictive Covenant registered against title to Lot 2, District Lot 294, Similkameen Division, Yale District, Plan KAP 76502 under #KW139601, the Board will require that the improvements contemplated by the application tendered by the Registered Owners (the

"Applicants") under Rule 3.6 with respect to such improvements be made at the risk of the Applicants who have the Certificate of Possession with respect to such RV Site, notwithstanding Board Approval for such improvements. Moreover, such Applicants will, prior to receiving Board approval to proceed with such improvements, enter into an Agreement with the Riverside RV Park Society (the " Society") in the form of the Agreement presented to the Applicants agreeing among other things to indemnify and save harmless the Society with respect to any actions, causes of action, damages, costs or assessments in any way related to the construction and/or maintenance of such improvements and further upon a sale or transfer of their fractional interest and the transfer of their rights under their Certificate of Possession with respect to their RV Site to require such Purchaser or Transferee of such RV Site, as a condition precedent to such sale, to enter into a similar Agreement with the Society protecting the Society with respect to such improvements.

(b) existing structures on a RV Site including decks, railings, fencing, privacy screens, satellite dishes, trellises, or storage sheds;

(c) The large evergreen/pine trees left on RV lots, by the developer, are under the control of the park. Removal is discouraged and trees will remain in place with the exception of:

(i) Diseased or unsafe trees that have been inspected by a board approved professional, and deemed as such, will be removed at the expense of Riverside RV park and Resort.

(ii) Tree removal for cosmetic or other reasons must be requested through site plan procedure and upon approval, will be at the expense of the member with exclusive rights to that property.

(iii) The addition or removal of other trees and shrubs on an individual property, after being approved through site plan procedure, remains the expense of the member with exclusive rights to that property.

3.7. In seeking the Board's approval under Rule 3.6 the Registered Owner must include written plans outlining the intended work or construction plus providing adequate parking on Owner 's site.

3.8. A Registered Owner may landscape and maintain common areas adjacent to a Registered Owner's RV site with the written approval of the Management. In all cases, the shoulders of the roadways within the Resort must be free of obstructions. No walls, posts, rocks, trees, flowerbeds or other barriers are permitted on the shoulder of the roadways.

3.9. Fences, Screens, Hedges and Landscaping - Subject to the approval requirements in Rule 3.6, to maintain the aesthetic appeal of the Resort as well as sight lines within the Resort, fences, screens, and landscaping is restricted as follows:

(a) Riverfront RV Sites - Fencing or hedges of natural or natural-looking materials are generally permissible to a maximum height of:

(i) 1 metre (39 inches) from grade on the riverfront to midway on the RV Site's borders with one privacy screen of up to 2.5 metres (97.5 inches) in width and 2 metres (78 inches) in height permitted along these borders. The balance of the fence or hedge up to 2 metres (78 inches) in height to the road; and

(ii) 1 metre (39 inches) along the roadside.

(b) Non-Riverfront RV Sites - Fencing or hedges of natural or natural-looking materials are generally permissible to a maximum height of

(i) 2 metres (78 inches) along the sides and the back of the RV Site for fences;

(ii) 3 metres (118 inches) along the sides and back of the RV Site for hedges, and

(iii) 1 metre (39) along the roadside, and

(iv) At no time will a fence or hedge impede the site line of drivers navigating a roadway or corner.

(c) Setback Fence - Fencing of natural or natural looking materials are generally permissible when installed a minimum of 20 feet from the roadside, and have a height of no more than 2 metres.

(d) Gates – Access gates to the setback fences or gates alongside of the park model or RV, are permitted so long as it does not obstruct your neighbours complete view of the river, and shall be a maximum height of 2 metres.

4. RECREATIONAL VEHICLE STANDARDS AND REQUIREMENTS

4.0. The Resort is located in Regional District Okanagan-Similkameen (RDOS) Area G. The current RDOS Bylaws imply that there are no building permits and/or restrictions for development in Area G. While the Board provides an approval for development and improvements of R/V sites plans based on our current Rules and Regulations, our Rules & Regulations do not and cannot cover every current regulation by every governing body. It is the member's responsibility to ensure that they have conformed to R & R 2.1(d) and (e) to ensure that they are in compliance with the legal and safety aspects of any and all of the governmental bodies and regulations. To the Board's knowledge, this includes but is not limited to RDOS zoning Bylaws both present and future, including section 8 in conjunction with the

recently acquired 200 year flood plain map, Covenant 219 which is registered on each title, our original Development Permit, compliance with all electrical codes for modification, the BC Building Code, installation or connection to the park's infrastructure as per R&R 4.13 and subject to any future amendments by the governmental bodies, RRVR Rules or RRVR Bylaws. Should a member be found in contravention of any of the above and be required to be put back into compliance, the financial responsibility for such actions, is borne solely by the member and not the Society or the Board

4.1. RV Sites are suitable for Park Model Recreational Vehicles, Motor Homes, or Trailers. All Recreational Vehicles must have a certification mark from an accredited certification agency. Riverside reserves the right to determine the suitability of any vehicle for use or storage within the resort.

ALL RV's coming into the Resort must be in Excellent condition physically and mechanically, and add to the aesthetics of the Resort. The Board, acting reasonably, may exclude any vehicle if it is considered unsuitable.

4.2. Before a Registered Owner sites a Recreational Vehicle on a RV Site, the Registered Owner must ensure:

(a) the Registered Owner has obtained written approval from the board for the proposed Recreational Vehicle/Park Model to be sited on a RV Site with no part of the recreational vehicle within 1 meter(39 inches), (set back requirements) of the RV site boundaries.

(b) the Recreational Vehicle meets the requirements in Rule 1(o) and the following criteria:

(i) valid insurance, including third party liability insurance, must be in place in respect of the Recreational Vehicle;

(ii) the Recreational Vehicle must be no wider than 4.3 metres (14 feet), including any slide-out portions, except Park Models which may be no wider than 3.6 metres (12 feet) wide at the frame;

(iii) the Recreational Vehicle is equipped for recreational living and sleeping purposes, without requiring continuous connection to sewer, water, and electrical systems, except Park Model trailers;

(iv) sewer connectors to the Recreational Vehicle must seal tightly;

(c) when situate on a RV Site, the Recreational Vehicle is raised off the ground only to the extent that the weight of the Recreational Vehicle is off its tires and no higher;

(d) no part of a park model, R.V., or slide out of an RV maybe located within 1 metre (39 inches), setback requirements, of the property line.

(e) in the case of a Park Model, the Registered Owner has secured written approval from the Board for the site plan.

4.3. Park Models - For greater certainty, an application to install a Park Model RV, and a site plan indicating compliance with setback requirements, must be approved by Riverside prior to installation of a Park Model RV in the Resort. In addition to this, a Park Model installed on an RV site must be fully skirted with material approved by Riverside within 90 days of the installation of the Park Model on the RV site unless Riverside extends such time from for such period as it shall determine.

4.4. Additional Structures – An Addition to a Park Model RV or a Sunroom, a Gazebo, a Storage Shed, Skirting, a Pergola and Decks may be constructed on an RV site where the Registered Owner(s) of such RV site complies with these Rules and Regulations and has first submitted plans and received written approval in advance from the Board.

4.5. Carports or garages are not permitted.

4.6. Decks - Subject to Rule 4.2:

(a) The floor of a deck may be built to lesser height of the lowest floor level of the Recreational Vehicle or 0.8 metres (32 inches) from grade.

(b) Deck railings may be up to 1.06 metres (42 inches) above the floor of the deck; and

(c) Decks may be built to wrap around the end or extend beyond the end of the Recreational Vehicle.

4.7. Sun Rooms in Addition to Primary RV- Subject to Rule 4.2, a Sun Room of up to 300 square feet may be built in lieu of a Park Model addition provided the enclosure consists of a maximum of 80% wall area, with the remainder being of glass or removable insect screens. A Park Model addition can be up to 300 square feet provided it consists of a maximum 80% wall area with the remainder being of glass. Sun Rooms may not include plumbing for showers, sinks or toilets as per Rule 8.6(a), but may be wired by electrical cord extension to a 15 Amp circuit connected to the Primary RV or pedestal as per Rule 4.13.

4.8. Gazebos, Sheds and Pergolas - Subject to Rule 4.2:

(a) A Pergola and up to 2 sheds or gazebos of natural or natural looking materials are permitted so long as the structure is set back at least 1 metre (39 inches) from the R. V. Site boundaries. This rule is conditional upon compliance with Rule 3.7.

(b) The combined footprint of the 2 sheds allowed must not exceed 13.94 square metres (150 square feet).

(c) A gazebo or shed must have walls no higher than 2.44 metres (96 inches) from the floor, a peaked roof no higher than 3.05 metres (120 inches) from the floor, and an

overhang of no more than 1 metre (39 inches); decorative items no more than 1 metre (39 inches) in height, such as a cupola or weather vane, may be added to the top of a gazebo or shed.

(d) A pergola or a gazebo, may be placed on a deck, to be used for the purpose of a deck covering.

4.9. Seasonal Insect Enclosures - One seasonal, temporary, screened enclosure for the purpose of insect protection may be erected on a RV Site provided the enclosure:

- (a) is no larger than 11.15 square metres (120 square feet);
- (b) it is set back at least 1 metre (39 inches) from the RV Site boundaries; and
- (c) the enclosure, excluding frame, is taken down by October 31st each year.

4.10. Additional Storage - Subject to the height restrictions in Rule 4.2(c), storage boxes on rollers may be stored under a Recreational Vehicle. No storage of loose materials is permitted, unless the Recreational Vehicle's skirting completely covers the loose materials. If the Registered Owner stores materials under the Recreational Vehicle, skirting must be in place within 30 days. In case of a Recreational Vehicle which is a 5th wheel, a vinyl hitch enclosure will suffice. The skirting must be natural looking in colour or match the exterior colour scheme of the Recreational Vehicle.

4.11. Other Storage Restrictions - Subject to these Rules and Regulations:

- (a) Registered Owner(s) may store a reasonable number of row boats, kayaks, canoes or utility trailers to a maximum of 12' long deck for personal use on a RV Site;
- (b) As space permits and on application to the Management with proof of insurance, boats, boats on trailers, cargo trailer, utility trailer, flat deck trailer, powered boats, and truck canopies or campers (off vehicle) may be stored in designated storage areas only; and
- (c) Due to limited availability, storage lot spaces are assigned based on a waiting list. Subletting or transferring spaces to other members is strictly prohibited. If a space is no longer needed, the Lessee must promptly notify the office to ensure proper reassignment; and
- (d) Working Deep-freezers, refrigerators or other appliances may be stored out of doors on a RV Site so long as they are not visible from the roadway.

4.12. The Board may require a Registered Owner to repair, at the Registered Owner's expense, any deterioration of improvements made to the Registered Owner's RV Site.

4.13. In making provision for electrical service to an RV site it is the responsibility of Riverside to connect the tub on the RV site to the kiosk and the responsibility of the registered owner(s)

affiliated with that site to connect the electrical from the tub to the pedestal and from there to the recreational vehicle. All the connections must comply with electrical codes, must be affected pursuant to authorized permits and inspected by the appropriate electrical authority before the connections are energized. All units connected to the Park Infrastructure must have CSA approval. All electrical modification and installations require an electrical permit and must be inspected and signed off by the Park's current approved FRS with a copy provided to the office.

4.14. Where a Registered Owner is in contravention of a Rule relating to the placement of a recreational vehicle or other improvements constructed or placed on an RV site or anticipates that a plan submitted to the Board for approval would result in a contravention of such rule if the plan were approved may, nevertheless, apply to the Board for relief from such Rule by way of variance and the Board in its discretion may grant a variance where the variance would not compromise public safety or unduly interfere with good governance within the Resort.

5. HEALTH AND SAFETY

5.1. No Smoking in Common Areas -The Lodge and any premises available for the common use of all Registered Owners are smoke-free. Smoking is also prohibited within three metres (118 inches) of the Lodge and other common premises at the Resort consistent with the laws of British Columbia.

5.2. Cigarette or cigar butts must be fully extinguished and disposed of in the garbage, not strewn on Resort grounds.

5.3. Firearms - The use of firearms and any other weapon is prohibited within the Resort. Firearms may be stored by a Registered Owner within his or her RV Site so long as the storage of both the firearm and any ammunition complies with both federal and provincial law. Registered Owners who are not ordinarily resident in Canada are reminded that firearms legislation in Canada may be quite different than the laws in your home jurisdiction. Improper storage of a firearm is a criminal offence in Canada.

5.4. Sewage - Only non-toxic chemicals may be used in Recreational Vehicle washroom connected to the Resort sewer system. Recreational Vehicles which use toxic chemicals such as formaldehyde may not connect to the Resort sewer system and must instead use the Resort's dump station. Waste from a visiting Recreational Vehicle must be deposited at the Resort's dump station prior to moving the Recreational Vehicle onto a RV site.

5.5. RV Site Sewer hoses must be securely attached to the sewer connection and seals (threaded connections are preferred). When a RV Site is vacant, the sewer standpipe must be capped.

5.6. Propane - No propane tank shall be over 80 U.S. Gallons (one pig). All propane tanks must have a CGA, CSA or ULC logo and need to be accessible in case of emergency.

5.7. Fire and Safety

(a) All solid fuel wood burning appliances are prohibited, including but not limited to wood stoves & inserts, pellet stoves, Chimineas, and open fire pits on RV sites.

(b) Open wood fires are only permitted in designated areas at the Resort fire pits or fireplaces in accordance with Provincial guidelines and safety standards. The Board may prohibit wood fueled or other such open fires at any time.

(c) Only propane fueled CSA or ULC approved barbeques, including contained pellet smokers & barbeques, fire pits, fire tables, and patio heaters are permitted. Refer to (5.6) for propane tank limits. Briquette barbeques are also permitted.

(d) Electric CSA or ULC approved cooking appliances including contained pellet smokers and barbeques are permitted.

5.8. Fireworks - Fireworks are not permitted without the Management 's permission and supervision

5.9. Potable Water Protection Device ('Device')

(a) A Registered Owner, or other person, occupying an RV Site serviced for fresh water must, unless the RV is exempted by the Board, utilize a device installed between the fresh water faucet and the piping or hosing connecting the fresh water to the RV or connecting the fresh water to an irrigation system

(b) The device must be of a type approved by Management. Commencing the 1st day of August 2011, fresh water supplied to an RV Site shall only be supplied if the Management is satisfied that the occupant and user of an RV Site has complied with the provisions of subparagraphs [a] and [b] of this rule

(c) The Management has the right to go on to an RV Site to check an occupant's compliance with this rule and to shut off the water supply to the RV Site if the occupant has failed to comply with this rule.

6. PETS

6.1. The rules in this Part apply to all pets other than seeing eye dogs or certified assistance dogs.

6.2. A Registered Owner, his or her Immediate Family, and any Guest Occupant may not keep any pets on a RV Site other than the following and only with prior written approval from the Management:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to two caged birds;
- (d) up to two cats; or
- (e) up to two dogs.

6.3. Pets are not permitted in the Lodge, pool building or patio area. Recreational Areas will be off limits for dogs during special events so identified by the Management in advance.

6.4. Registered Owners and Guests must ensure that all animals are always leashed or otherwise secured when out of doors at the Resort.

6.5. Off-leash Area -The Board may designate an area of the Resort as a dog run or otherwise for the off-leash use of Registered Owners and their dogs. However, dogs must be under the control of their owner while off leash and not allowed to wander outside the designated off-leash or dog run area.

6.6. All pet waste shall be picked up immediately by the pet owner and deposited in a garbage receptacle. This applies to all areas of the Resort, whether developed or not.

6.7. The Management may require a Registered Owner or guest to remove an unruly, aggressive, loud or misbehaving pet from the Resort. All dog owners will make an effort to stop their dog from continuous barking.

7. AESTHETICS OF THE RESORT

7.1. Riverside is responsible for the maintenance of the Park Facilities.

7.2. Registered Owners are responsible for keeping their respective RV Sites neat and orderly with the maintenance of any Recreational Vehicle, improvements, and landscaping.

7.3. Registered Owners will not undertake any alterations to their respective RV Sites without prior written permission of the Board (or the Board's delegate) where such permission will not be unreasonably withheld.

7.4. All garbage and other waste material must be placed in appropriate receptacles.

7.5. Taking a short cut across or through the RV Sites is not permitted. Please respect your neighbours and their property.

7.6. Signs:

- (a) One tastefully prepared 'for sale' sign is allowed to a maximum of 4 square feet and may be displayed on a RV site;
- (b) Registered owners may display a sign with name and RV site number;
- (c) Registered owners will be allowed to post notices on the Society Bulletin Board situated on the wall of the Shop.

7.7. No RV Site may be used for a commercial endeavour or for business purposes.

7.8. Clotheslines - Discreetly placed clotheslines may be used to dry clothes outdoors. Umbrella style clothes lines must be stored when not in use. Folding clotheslines must be folded when not in use. Retractable clotheslines must be kept out of view, or screened in when in use, and retracted when not in use.

7.9. Tarpaulins shall not be used to cover R.V's in the Resort except on a temporary basis of up to 30 days, or such longer period as the Board shall determine, where the RV or attachments to it are under construction or repair.

7.10. Hot tubs, soft tubs or swimming pools are not allowed. A small kiddie/pet pool up to a maximum of 25 gallons (100 litres) is allowed.

8. ROADS AND PARKING

8.1 Motorized vehicles may be used only on designated roadways within the Resort, with the exception of:

- (a) Golf carts, mobility vehicles and bikes may travel on gravel pathways but not the grass. With the exception of mobility vehicles being allowed on the grass to access events. The board may restrict travel in these areas due to maintenance or adverse conditions upon written notice or signage.
- (b) Golf carts and mobility vehicles, when operating between dusk and dawn, must be equipped with both head lights and taillights.
- (c) Pleasure riding is not allowed in the resort by motorcycles, powered scooters, or all-terrain vehicles.
- (d) No skateboards, roller blades, scooters or bicycles are permitted in the Lodge, the pool building or the pool patio.
- (e) Bicycle riding after dark is permitted with the use of bicycle lights.

8.2. A valid driver's license is required to operate any motorized vehicle on Resort property.

8.3. The speed limit within the Resort is 20 kilometres per hour (12 miles per hour) unless otherwise posted.

8.4. No major repairs or maintenance may be undertaken on a motor vehicle (excepting the interior of a Recreational Vehicle) or on a boat within the Resort.

8.5. Parking is permitted only in specifically designated areas, unpaved lane ways or on the shoulder of any roadway wide enough to accommodate a vehicle without obstructing traffic or access to an RV site.

(a) All vehicles may not park on or over a paved roadway within the Resort.

(b) A vehicle parked illegally within the Resort is subject to removal at the vehicle owner's risk and expense.

(c) No day or overnight camping is permitted on Resort common property, including, but not limited to, roadways and visitor parking areas.

(d) The pool parking lot is to be used only when members or guests are using this facility.

(e) The pool parking lot has a vehicle weight restriction of 10,000 GVW (as the area is a rock well and is not capable of supporting large vehicles)

(f) 48-hour parking may be permitted to accommodate moving, deliveries, loading or unloading providing that it does not obstruct traffic or access to a neighbouring RV site.

8.6. Only one "principal residence" permitted on each RV site. The principal residence is as defined under definitions 1(n).

(a) Only CSA approved RV vehicles can be connected to the park's water and sewer infrastructure.

8.7. A Recreational Vehicle is permitted on a RV Site for up to fourteen days in any consecutive 31-day period to accommodate a Registered Owner's guests.

8.8. All recreational vehicles as per 8.7 must be registered with the office prior to arrival.

8.9 In addition to the principal residence, a RV lot may have, if space and parking permits:

(a) A Recreational Vehicle that is used to house guests to a maximum of fourteen days in any consecutive 31-day period. The recreational vehicle may also remain unoccupied provided it is registered to the lot member. This does not include campers that are removed from the vehicle.

(b) 3 passenger vehicles

(c) 2 golf carts

(d) 1 maximum 12-foot utility trailer as per 4.2(d) guidelines.

(e) One tent trailer, pop-up trailer or 2-person sleeping tent is permitted on each RV site for up to 3 nights in any given 7-day period.

8.10. Revised and moved to 8.5(f)

8.11. Boats must be stored in the designated storage area. Subject to Rule 4.11, space will be allocated by the Management on a first-come, first served basis.

8.12. Riverside reserves the right to determine the suitability of any vehicle for use or storage within the Resort and to prohibit vehicles that the Board, acting reasonably, considers unsuitable or unsafe.

9. RECREATIONAL FACILITIES AND EQUIPMENT

9.1. The Park Facilities will be open and available to Registered Owners and their guests in accordance with a schedule determined by the Board from time to time. To the greatest extent practicable, the Lodge and the pool building will be accessible year-round.

9.2. The Lodge and other Park Facilities are available for use by all Registered Owners and their guests on a first-come-first-served basis, except where a reservation system has been approved by the Board.

9.3. The Lodge is available for special events by booking at the office for a small fee. Please note that the kitchen in the Lodge may be used for special events only. Registered Owners may not use the cooking, refrigeration or dishwashing facilities in the Lodge for personal use outside of an approved special event.

9.4. Alcoholic beverages may not be served, sold or provided to individuals under 19 years of age. Individuals under 19 years of age are not permitted to serve or assist in serving alcohol either under the laws of British Columbia.

9.5. Any rates and terms of use for Common Amenities may be fixed from time to time by the Board.

9.6. Play of any activity will be limited to one forty-five (45) minute period when others are waiting to use a facility which is part of the Common Amenities. At the expiration of that time the players are required to relinquish the facility to those waiting.

9.7. All equipment obtained from the Management must be borrowed by leaving an acceptable means of identification with the Management (or the Management's delegate).

Equipment must be returned in good condition. Some equipment may require a deposit which will be refunded on return of the equipment to the Management in undamaged condition.

9.8. From time to time, the Management may organize special Resort events. Resort events are not open to the public unless so designated by the Board. Only Registered Owners, their Immediate Family, and guests / Guest Occupants may attend Resort Events. In the case of Guest Occupants or guests of Registered Owners more generally, participation in a Resort event may be available for a fee payable to and determined by the Management.

9.9. Pool Safety - The pool and spas are limited to those 16 years of age and over unless accompanied by an adult.

9.10. Pool Etiquette - No wet garments or towels may be stored or left to dry in the Lodge or the pool building. The pool building is not to be used as a dishwashing facility. This includes the bathrooms and the laundry room.

9.11. Food and drink are prohibited within two metres (6 feet) of any pools. No glass in or around pools or pool patio. No toys or large floats, such as air mattresses, inner tubes, etc., are allowed in pools. Flotation devices, such as "noodles", are permitted in the pool if the devices are under continuous personal control of the swimmer and not free-floating.

9.12. Riverside has 2 rooms available for rental by Members (for use by the member or their guest). Rooms are rented on a first come first serve basis. Members may rent the rooms for a maximum of 7 consecutive days (but may request an additional 7 days if the room(s) is available at the moment of first occupancy (the additional 7 days may not be booked in advance). Cancellations are allowed, however 48 hours notice must be given, or the member will be charged one night's rent for the room. The Member is responsible for the guest in the room.

9.13. Multi-purpose room-for the enjoyment of all members including but not limited to hobbies, crafts, meetings and games.

(a) No permanent fixtures to be installed.

(b) The pottery kiln must only be used by a trained member, and will be maintained by the pottery group.

(c) Any group using the multipurpose room will leave it in the way they found it.

(d) the calendar inside the door must be used for scheduling.

9.14. Pool Fobs are the property of Riverside RV park Society. A pool fob was provided to the original Registered Owner of each Lot.

Members who are in good standing may;

(a) use the fob to access the pool facility during operational hours.

(b) purchase an additional or replacement fob from the office

10. GUESTS AND GUEST OCCUPANTS

10.1. Guests of Registered Owners and Guest Occupants are welcome provided they comply with these Rules and Regulations. In the event a guest or Guest Occupant fails or refuses to comply with these Rules and Regulation, the Management may require him or her to leave the Resort.

10.2. Common Amenities are available to Registered Owners, their Immediate Family, and their guests, including Guest Occupants, at the discretion of the Board. If the number of guests at the Resort stresses or exceeds the Resort 's capacity, preference will be given to Registered Owners and their Immediate Families. The Resort expressly reserves the right to limit the number of guests visiting the Resort generally or in respect of any one RV Site.

10.3. (a) No Registered Owner may lease or rent their RV site or any RV situate thereon to any party who is not a Registered Owner.

(b) A Registered Owner may authorize a Guest Occupant to access the Resort and the Registered Owner 's RV Site while the Registered Owner is not present at the Resort so long as:

(i) the Registered Owner notifies the Management of each intended Guest Occupant, the dates at which the Guest Occupants will be at the Resort in advance of the Guest Occupant's arrival; and

(ii) the Registered Owner agrees to be responsible for any damage or charges incurred by their guests.

11. UTILITIES

11.1. Garbage Collection - Effective January 1 2022 garbage pick-up will be implemented at each lot. Garbage fees will automatically be rolled into the monthly maintenance fees based on the fee schedule set by the Regional District of Okanagan-Similkameen (RDOS).

11.2 Deleted

11.3. Electricity - The cost of electricity on RV Sites is not included in the maintenance fee. Electrical power consumption is metered and paid for by the Registered Owners.

11.4. Access to a RV Site - A Registered Owner must permit Management or a person authorized by Management to enter the Registered Owner's RV Site:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hour's written notice, to:

- i. inspect the RV Site for compliance with these Rules and Bylaws; or
- ii. to repair or maintain Resort infrastructure on or at the RV Site.

11.5. Registered Owners are reminded that Riverside 's employees, including Management are not subject to the individual direction or control by Registered Owners. Any personnel concerns identified by a Registered Owner may be addressed in writing to the Secretary for the consideration of the Board as the Board thinks fit.

12. CERTIFICATES OF POSSESSION

12.1. Certificates of Possession - Pursuant to Part 13 of the Bylaws, the Riverside Secretary shall maintain a Register of Certificates of Possession documenting:

- (a) the RV Site assigned to each Fractional Interest;
- (b) the Registered Address of the corresponding Registered Owner(s) for each Fractional Interest;
- (c) the dates and circumstances under which a Certificate of Possession was issued, amended, assigned, transferred, replaced or cancelled; and
- (d) by number, the current Certificate of Possession in respect of a RV Site at any given time.

12.2. The fee to issue, transfer, assign, amend, hypothecate, replace or cancel a Certificate of Possession is \$1000.00 payable to Riverside RV Resort Society in care of the Secretary.

12.3. A Certificate of Possession will not be issued, transferred, assigned, hypothecated, amended or replaced where there are any monies owed by the Registered Owner(s) to Riverside pursuant to Parts 9 or 10 of the Bylaws.

13. PROCEDURE TO DEAL WITH CONTRAVENTION OF THESE RULES AND REGULATIONS

- (a) Without prejudice to the Fines and Penalties provided for under Part 10 of the By-Laws, where it comes to the attention of Management that a Registered Owner, a member or members of his or her immediate family, his or her Guest Occupant or

guests of such Registered Owner [the "contravening party"] are in contravention of any of these Rules and Regulations and such contravention in the opinion of Management, acting reasonably, impacts on the safety of other person[s] in the Resort or in the Park Facilities, Management may immediately require the contravening party to immediately leave the Resort and or the Park Facilities for a period of at least 24 hours.

(b) Where a contravention of these Rules and Regulations [the "contravention event"] enables the Society to penalize or fine the Registered Owner pursuant to Part 10 of the By-Laws of the Society, the following procedure will be followed: Written notice of the contravention event by the contravening party will be given to the Registered Owner and the Registered Owner shall have 7 days from the date of receipt of such notice [the "dispute period"] by the Registered Owner to deliver to the office of the Society or to Management a letter disputing the commission of the contravention event by the contravening party [the "dispute notice"] . If the Registered Owner fails within the dispute period to deliver the dispute notice, the contravention shall be deemed to have occurred and the Society may fine or penalize [the "sanction"] the Registered Owner pursuant to Part 10 of the By-Laws.

(c) If a dispute notice is delivered by the Registered Owner to the Society or to Management, the Board shall schedule a hearing no sooner than 7 days after receipt of such dispute notice and no longer than 30 days after receipt of the dispute notice unless the parties mutually agree to a longer period of time and at such hearing the panel as hereinafter described shall hear evidence as to the allegation surrounding the contravention event and shall give to the Registered Owner and any witnesses of the Registered Owner an opportunity to be heard at such hearing. Similarly, the Society may call such relevant evidence as it determines in support of the occurrence of the contravention Event. The Board shall appoint 3 of its members to sit as fact finders [the "panel"] to hear the evidence and render a decision. After hearing the evidence, the panel, on behalf of the Board, shall determine whether or not the contravention event has occurred and whether or not the Registered Owner is liable for the contravention event. If the panel finds that the contravention event has occurred and that the Registered Owner is liable, the panel shall refer the matter to the Board for a determination as to the sanction.

(d) If the panel determines that a contravention act has occurred and that the Registered Owner is liable for the contravention event and as a consequence the Board imposes a sanction against the Registered Owner, the Registered Owner may within 14 days of receipt from the Society of written confirmation of the decision of the panel that the contravention event has occurred and that the Registered Owner is liable for the

contravention event and setting out the sanction imposed by the Board, may appeal such decision by written notice to the Board requiring the matter to be referred to the next General Meeting ("GM") of the Society. The membership at the GM may by majority vote confirm the finding of contravention and the liability of the Registered Owner for such contravention event and the sanction or remove or reduce the sanction or overturn the finding of contravention and or the liability of the Registered Owner for such contravention event.

14. INSURANCE – SOCIETY'S OBLIGATIONS

(a) The Society shall maintain fire and other casualty insurance in the minimum sum of \$8,000,000 to protect the Society with respect to loss occurring to those assets owned directly by the Society and with respect to those assets held by the Society in trust for the membership of the Society which are considered for all practical purposes to be common property of the membership of the Society.

(b) The Society shall maintain public liability insurance in the minimum sum of \$5,000,000 to protect the Society against claims made by third parties against the Society arising out of the performance by the Society of its duties as Trustee of the property of the membership of the Society and for damages suffered by Third Parties at the Resort or at the Park Facilities as the result of the negligence of the Society and/ or its employees, officers and directors.

(c) The Society shall obtain and maintain insurance in the minimum sum of \$2,000,000 for the benefit of an existing or past director or officer of the Society against personal liability incurred by him or her in his or her service to the Society.

15. INSURANCE – REGISTERED OWNER'S OBLIGATIONS

A Registered Owner shall provide a signed declaration that they have obtained and will maintain adequate insurance coverage against loss due to fire, casualty and/or any other liability risk that is usually available

* * * *