

## Schedule A and B – The Rules and Regulations for Country Gardens RV Park LTD

May 19, 2020

### Terminology:

The Park           Country Gardens RV Park Ltd  
Occupant           The person(s) registered to a site within The Park

### Season Length

- The Friday before the Victoria Day Weekend in May until the Sunday after Thanksgiving in October.

### Off Season Access

- Limited, pre-authorized, off season accommodation use of your site may be permitted upon payment of a fee.
- The Park may provide limited scheduled day use access during the off season for the purpose of maintenance. This access is not for recreational use. Cars may be required to park at the entrance.

### Occupancy

- Seasonal fees include 2 Occupants, the Occupant's children or grandchildren under the age of 18 years and one vehicle. Gate access is limited to Occupants in registered vehicles with accounts in good standing and valid contracts. It is the responsibility of the Occupant to inform The Park of any changes in address, telephone numbers, insurance information or email.
- Subletting or renting is not permitted.
- The campsite is for recreational use by The Occupant only.
- Proof of permanent address is required. This must be provided through a driver's license or other government issued ID. After a photo copy of this document is taken, the Occupant has the right to redact information they do not want to share, with the exception of the photo, name and address.
- The Park may not be used as your permanent residence.

### Additional Vehicle/Proximity Card

- The Occupant can purchase additional vehicle stickers, or proximity cards. All vehicles using a proximity card to open the gate must display a current vehicle sticker and everyone inside the vehicle must be a registered camper. Frequent visitors can register as additional campers to The Occupant's site and arrange for their own vehicle stickers and proximity card.

### Insurance and Indemnity

- Occupants of a site are required to have property and liability coverage on their unit and ancillary property on site (sheds, golf carts, etc.)
- The Park is not responsible for theft, losses, damage, or vandalism at any time in the campground. The Park is not responsible for any loss or damage of any kind due to an act of nature, power outage or electrical issue.

**Deliveries**

- The Park will NOT accept delivery of any mail or packages delivered to the campground. The Occupant is required to have such items delivered to their personal address.

**Fees**

- All seasonal fees must be paid in full by May 1<sup>st</sup> of the camping year. After May 1st late fees of 10% begin on the balance owing for the site on a monthly basis.

**Invoices**

- You are responsible for payment of any invoice on its due date for services or items provided by The Park.
- Late fees are applied on the first of the following month and every month until paid in full at 10% of the outstanding balance.

**Visitors**

- Visitors are defined as guests of a registered Occupant who are not their children or grandchildren under 18 years of age. No visitor is permitted in The Park without an adult registered Occupant present.
- The Occupant must advise the visitor of The Park rules and the Occupant is responsible for their conduct and any damages caused by them.
- The Occupant must advise visitors of admission fees to be paid. If the Occupant has a visitor coming into the campground in the Occupant's vehicle, they must pay the admission fees for that visitor. If there is no attendant in the office, it will be the Occupant's responsibility to collect the visitor fee and remit it to the office later.
- Visitors may arrive between 9am and 8pm. If the Occupant has a visitor arriving outside these hours, they must have approval from the office. Visitors on campground property, between the hours of 11pm and 9am, will be subject to the overnight visitor fees. If the Occupant's visitors are here between 11pm and 9am, they must register at the office as an overnight visitor. Day Visitors must leave by 11pm.
- Overnight visitors are permitted to set up a tent on a seasonal site, after receiving permission from The Park office staff. Additional charges for the tent will apply. Tents must be taken down after use, and are not permitted to stay up for long periods of time.
- Overnight visitors are not permitted to set up an RV on the Occupants site.
- Any events that include visitors coming into the park (Birthday parties, anniversaries, etc.), must be preplanned with the office. These visitors must be paid for in advance or the visitors must pay for themselves before park entry is admitted.
- When a visitor pays their fee, they are registering as a guest. Any person not registered at the office, is considered to be trespassing on Park property.

**Supervision of Minors & Swimming Rules**

- The Occupant is responsible for the conduct of their children.
- Playgrounds and swimming areas are off limits after dusk.
- The campground does not provide lifeguards at the swimming areas or attendants at the playground. Parents or guardians are responsible for the supervision of their own children.

- Children 12 years of age or under are not allowed near the swimming areas unless accompanied by a parent or his/her agent who is not less than 16 years of age.
- Children must be accompanied by an adult when the child is operating a mini battery-operated car or battery operated scooter. The adult must be within 20ft and in direct supervision of the child.
- Those under the age of 18 years must have a responsible parent or his/her agent who is not less than 18 years of age on the campground premises at all times.

### **Pets**

- The Occupant is expected to clean up after their pets, both on and off your site.
- Pets must be kept on a leash, except in the designated dog run area. Walking leashes must be 12ft or shorter.
- Pets should not be left alone on the site.
- Pets are not permitted in or near the swimming areas, or inside any park buildings, with the exception of Certified Service Animals wearing the proper identifying uniform.
- Proof of vaccinations must be provided upon request from The Park.
- If noise is a problem, or The Occupant's pet is offensive in any way to other campers, The Park reserves the right to ask The Occupant to remove the pet from the campground.

### **Septic**

- Do not flush the following down the toilet or sink. Diapers, sanitary napkins, applicators, condoms, cleaning wipes, flushable wipes, or any other wipes, coffee grounds or other compost, paint, paper towels or grease.
- The Park highly suggests using 1 ply toilet paper. Never use 3 ply toilet paper.
- Do not use bleaches, or toxic drain openers.
- Do not excessively use cleaning products that go down the drain.
- Only approved products may be added to septic holding tanks. Chemicals that destroy the enzymes and bacteria active in septic systems are prohibited.
- PVC Piping is highly recommended for all seasonal campers.
- It is The Occupant's responsibility to inspect their septic connection for loose fittings, cracked pipes, or odours.

### **Water, Washing, & Water Conservation**

- Please practice water conservation at all times. The Park may restrict water usage.
- Small Kiddie Pools are allowed. They must be no larger than 5ft in diameter, and filled with no more than 4 inches of water. Water cannot sit idle and must be emptied regularly to prevent mosquitoes.
- No hot tubs.
- Washing of trailers is permitted during off peak water usage times.
- Do not wash any vehicles.
- Do not water the roads.
- Do not water lawns. The exception would be if fresh sod was recently put down.
- Do not excessively water gardens and flowerbeds.

- Individual water meters may be installed in the future to each site.
- The Occupant must repair any running toilets or dripping taps.
- It is The Occupant's responsibility to inspect their water connection for drips or cracked hoses.

### **Hydro**

- All new Occupants will pay a onetime \$100 hydro deposit. They will receive two hydro invoices a season. The first hydro invoice will be in June. The second hydro invoice will be sent out mid September.
- If an Occupant is leaving The Park, a final hydro invoice will be done once the site is vacated. Outstanding electrical or other outstanding invoices will be deducted from the \$100 deposit.
- The Occupant is responsible for unplugging their RV at the end of the season.
- It is The Occupant's responsibility to inspect their hydro connection for worn or frayed wires.

### **Use of Site and Common Areas**

- Creek must be kept clear of all dams.
- The speed limit in the campground is 15km/hr or less.
- No unlicensed vehicles or drivers are permitted.
- Bicycles should not be used after dark.
- Abusive language or profanity will not be tolerated.
- Glass cups are not permitted off The Occupants site.
- Waterloo Wireless is the sole provider of internet for The Park. No other internet provider is allowed to access the park for the purpose of providing internet.
- With the exception of The Park, no one is allowed on The Occupant's site without permission. Do not use campsites as a shortcut.

### **Noise**

- Please be considerate of your neighbours. Quiet time is all the time – but especially from 11pm to 8am. All activities must cease at 11pm, which includes radios and guitars. Visitors must leave by 11pm. The Occupant and their overnight guests may still enjoy a quiet campfire after 11pm.
- Excessive noise at any time will not be tolerated.
- No firecrackers or fireworks, unless approved by The Park.
- If you, The Occupant, are disturbed by an unruly camper, please contact the office at once. Do not wait until the next morning to address your complaint, as it will be too late for The Park to properly address the issue.

### **Site Maintenance, Projects & Repairs**

- All projects, large or small, must be approved by The Park using a Project Request form.
- Building permits may be required for some projects.
- Sawing and hammering is not permitted on Sundays. Refrain from doing loud yard work, like cutting the grass, on Sundays.
- No digging or placing of stakes due to underground services without checking with office.

- The Occupant is responsible for keeping site mowed, neat and free of unnecessary items. The Occupant is also responsible for keeping gravel driveways free of large or excessive weeds. If The Occupant is unable to do this, The Park will complete it and charge accordingly.
- The Occupant is responsible for keeping the exterior of their trailer in good visual appearance. If The Occupant is unable to do this, The Park will complete it and charge accordingly.
- 100lb propane tanks or smaller are permitted. Propane rental or fill service companies will not be permitted onto the property.
- Fences are not permitted.
- The Occupant must not place items along the roadway. This includes but is not limited to road markers, rocks, or flower pots. One exception would be in the early spring, when the ground is soft, and road markers are placed to prevent driving on wet grass. These must be removed prior to June 1<sup>st</sup>. The other exception is when they are placed at the discretion of The Park.
- The Park reserves the right to demand repair or removal of any structure or item on The Occupant's site.
- From time to time, The Park may require the removal of trailers and equipment from The Occupant's site in order to complete maintenance and improvements.

#### **Non Permitted or Restricted Items**

- Trampolines are not permitted.
- No ATVs, dirt bikes, or mini bikes.
- No electric scooters, unless there is a medical need.
- Storing boats, vehicles, utility trailers, additional camping units or other non-camping equipment on the site is not allowed.
- No repairs to vehicles within the campground.
- Extra refrigerators must be kept in a vented shed or add-a-room.

#### **Service**

- The Park reserves the rights to the sale of trailer repairs, service, winterizing, and deck or shed building within the park.
- Site Occupants may complete repairs to their own equipment, with the exception of repairs that require qualified technicians.
- If The Park makes an exception and allows a trades person or contractor to work on The Occupants trailer, The Occupant must fill out a Project Request form and have it approved. Prior to any work being done, trades persons or contractors must provide a copy of Worker's Compensation coverage or Liability Insurance if self-employed.

#### **Add-a-Rooms, Slideout Covers and Ridged Awnings**

- Add-a-rooms (hard wall), Slideout Covers, and ridged awnings (non-canvas, Hard Roofs) must be of a pre-manufactured and pre-engineered type.
- The Park reserves the rights to the sale of all Add-a-rooms, Slideout Covers and Ridged Awnings.
- Hard roofed gazebos are not permitted. Soft top gazebos must be 10' x 12' or smaller. Soft top gazebos must be in good visual condition.

## **Decks**

- Decks shall not exceed 10' in width by the length of the trailer, or the equivalent square footage at Country Gardens.
- The top surface of a deck must be built with a minimum of a 5/4" deck board.
- Railings must be a minimum of 36" high.
- Any deck 24" or more at its highest point off the ground is required to have a railing attached.
- Any deck over 24" will require a permit.
- Privacy walls must not exceed 6' in height. They are only allowed on the short side of the deck. Only one side may have a privacy wall.
- If the Occupant is building a deck themselves, they must fill out a Project Request form and have it approved prior to building a deck. The Occupant will have 14 days to complete the deck. It must be completed prior to Canada Day long weekend, or started after Labour Day long weekend.

## **Sheds**

- Sheds at Country Garden must not exceed 100 square ft, and must not be higher than 8' 6" at its peak. Sheds must be of steel, plastic, vinyl siding or natural wood. The exterior of the shed cannot be of exposed plywood, particle board, tarps, or untreated lumber.
- More than 2 sheds are not permitted at Country Garden. The total area of both sheds combined must not exceed 128 square feet.
- If the Occupant is building a shed themselves, they must fill out a Project Request form and have it approved prior to building a shed. The occupant will have 14 days to complete the shed. It must be completed prior to Canada Day long weekend, or started after Labour Day long weekend.

## **Campfires, Firewood and Trees**

- No chainsaws are permitted.
- Do not burn plastic, garbage or other material that causes nauseous odours or black smoke. The burning of whole skids, or tainted wood is not permitted. Liquid accelerants must not be used to start a fire.
- The Park sells firewood and is able to deliver to The Occupants site. If The Occupant chooses to bring firewood into the campground; They must never have more than 1 face cord on their site. A face cord is 4ft high, 8ft long, and an average of 16". They cannot sell firewood to others in the park. They cannot have firewood delivered from outside the campground. It must be pre-cut prior to coming into the campground. They must know the history of the wood and guarantee that it was not cut down due to infection, infestation or mold.
- Firewood must be stacked neatly away from the road and must not be an eyesore. Do not stack firewood against trees.
- Fires must be moderate in size and never unattended. Thoroughly douse fires when unattended.
- In the event of a fire ban, The Occupant is expected to comply with the ban.
- The Occupant is not permitted to move their firepit without prior checking with The Park and their neighbour.

- If The Occupant thinks tree trimming is needed, they must approach The Park. The Park will determine if it is necessary. The Occupant is prohibited from the removal, damage or trimming of any live or dead trees without The Park's permission.
- Do not nail or chain anything around or on any live or dead trees. This includes, but is not limited to: decorations, lights, birdhouses, screws, or nails.
- If The Occupant would like to plant a tree or shrub themselves, they must fill out a Project Request Form prior to planting. Once planted, the tree becomes property of The Park and cannot be removed without The Park's permission.

### **Garbage & Waste**

- Dispose of all wastes properly. See the office for the location of the metal scrap pile, burn bin, and the pile for broken patio stones.
- Do not place refrigerators, plastic furniture, e-waste, paint, tires, couches, mattresses or other large items in or around the garbage bins. It is your responsibility to remove these items from the park. The bins are for household trailer garbage only. The Occupant can pay The Park to remove these items. Do not bring garbage from home or outside the park into the park.
- If The Occupant was found to dispose of garbage improperly, they will be charged a dumping fee that is 10 times more than the regular charge for removing an item.

### **Alcohol, Smoking and Vaping**

- According to provincial law, alcohol may only be consumed on The Occupant's site and in their trailer.
- Lawful consumption of alcohol, and the smoking or vaping of tobacco, cigarettes, or cannabis, is permitted on The Occupant's Site only and is prohibited in all common areas of the park.
- The Occupant is responsible to ensure that underage drinking and underage consumption of cannabis does not occur on their site.
- The Occupant shall not cultivate, produce or distribute cannabis anywhere on park lands, the site or in The Occupant's trailer.
- In the event that consumption or smoking on The Occupants site is the subject of valid nuisance complaints by other Occupants or their visitors, as determined solely by The Park Owner, then The Park Owner may further restrict such on site consumption or smoking as deemed by the Park Owner to be appropriate.
- Use of illegal drugs anywhere in the campground will result in eviction or possible termination of License of Occupation.

### **Golf Carts**

- The same rules that apply for motor vehicles on our roads and highways do apply in our campground. Golf Carts can be a fun vehicle if driven properly and leisurely, but a hazard if driven carelessly.
- Solo drivers must have a valid G2 or G driver's license. Young drivers must produce proof of this if asked. Drivers with a beginner's license must be with a G license holder at all times.
- Adult campers without a license, but still able to safely drive a cart, may do so at The Park's discretion.
- No alcohol. No smoking or vaping. No driving while under the influence of alcohol, cannabis or drugs.

- Speeding, racing and cart overload is dangerous and not permitted. Cart max speed is 15Km/hr. The maximum number of riders will equal the number of seats.
- Screaming, hollering, abusive language and boisterous behaviour will not be tolerated. No radios or speakers are to be used on golf carts.
- Shortly after 11pm, golf carts must be back on The Occupant's site and stay there until 8am the next morning.
- Each cart must have front and rear lights if driven after dusk.
- Each cart must have The Occupant's site number, at least 3" tall on each side of the cart.
- Each cart must be properly insured with a copy of proof of liability insurance given to office.
- Only electric golf carts are allowed.

#### **Schedule A**

- Schedule A Campers are Seasonal campers that purchased a new or used RV or Park Model through Country Gardens RV Park, Landings Campground, or Whistle Bare Campground. This includes used RVs and Park Models that a current Schedule A seasonal camper is selling through Country Gardens RV Park, Landings Campground or Whistle Bare Campground.

#### **Schedule B**

- Schedule B Campers are Seasonal campers that did not purchase their RV through Country Gardens RV Park, Landings Campground, or Whistle Bare Campground. Schedule B Seasonal Campers are only guaranteed their site for one camping season. Winter storage fees will apply to units on these sites.

#### **Trailer Sales**

- The Park reserves the rights to the sale of all RVs registered on their grounds.
- Schedule B Seasonal Campers may not be allowed to sell their RV on site.
- Any trailers over twenty years old must be removed when site is vacated, with the exception of C.S.A. Standards Z-241 product, at the discretion of The Park. The Park reserves the right to not allow trailers under twenty years old to be resold on site.
- All trailer sales on the Park grounds shall be handled by The Park. A Trailer Sales Form must be completed by The Occupant. If a trailer sale is finalized without an initially filled and signed Trailer Sales Form, the buyer must vacate the site. A marketing fee must be paid to The Park by the seller. The Park will assist in selling trailers by showing them to potential customers, handling inquiries and responses to any advertising that may be placed. The Park must approve any purchasers. Purchasers must complete a License of Occupation if the RV is staying in the campground.
- Seasonal Fees are not transferable.
- Under no circumstances are "For Sale" signs permitted to be posted on trailers or individual sites.
- Check with the office if you are contemplating replacing your trailer with a different new or used trailer. Your current contract is with your current trailer.

#### **Non-Renewal or Vacating a Seasonal Site**



- When vacating a site, only the RV, Shed and Deck may be removed. All plants, patio stones, and stone walk ways must remain with the site. If needed, a fee will be charged to The Occupant for laying sod or replacing broken or missing patio stones. If site cleanup is needed, it will be charged to The Occupant. It will be at The Parks discretion to decide the future of any items still on the site after it is vacated.
- If The Occupant is leaving at the end of the camping season, they must have their RV and personal belongings off the campground property on or before the last day of the regular camping season.
- If The Occupant is leaving after storing their RV for the winter, they must have their RV and personal belongs off the campground property on or before April 30<sup>th</sup>.
- If The Occupant is leaving between May 1<sup>st</sup> and May 31<sup>st</sup>, they will receive a 50% refund on their seasonal fees, minus the winter storage.
- If The Occupant is leaving after June 1<sup>st</sup>, they will not receive a refund.
- Failure to fully vacate the site will result in fees being applied.
- Early departure for any reason will result in the site being considered vacated.
- All invoices must be paid in full prior to the removal of the RV.
- RVs older than 30 years of age must vacate The Park. Some exceptions may apply to Park Models, at the discretion of The Park.

*A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.*