

Everglades Resorts Rules and Regulations 2006-2007
Adopted at 2006 AGM held (June 25, 2006 AGM)
(New amendments for 2006/07 are in bold type.)

In addition to the terms and conditions binding on Owners as set out in the User Agreement and in accordance with paragraph 1(f) of the User Agreement, the Owners Association of Everglades has adopted these Rules and Regulations. Neither Everglades Resort nor the Management Board nor the Owners Association of Everglades will be responsible for any loss or damage of property of Owners, Renters or Guest. All facilities and amenities are to be used at your own risk.

A. GENERAL:

- A-1 Within two weeks of becoming an Owner, an Owner must provide the Management Board with copies of their registered title, a contact telephone number and mailing address. The new Owner will be responsible for any outstanding monies owing and or any deficiencies pertaining to the User Area.
- A-2 Owners, Renters and Guest shall comply with the Rules and Regulations of the Resort. The Management Board will notify the User Area Owner of any violation of the Rules and Regulations and the action to be taken to correct the violation.
- A-3 Between General Meetings the Management Board may make changes, in the Rules and Regulations, which are in the best interest of the Owners, Renters and Guests. Such changes shall continue in force and effect until the next Annual General Meeting or the next Extra-ordinary General Meeting at which time such changes shall be voted on to determine their continuation or removal from the Rules and Regulations.
- A-4 All common operating expenses are payable to the office on Jan 1st or three post-dated cheques, dated Jan 1, March 1, and May 1. Handling Charge of \$25.00 will apply to any cheque returned dishonoured. At the end of thirty (30) days period of non-payment, the total monies shall be collectable. Applicable interest shall be charged on all accounts overdue more than thirty (30) days. The Management Board is permitted to extend the due date up to 90 days on compassionate grounds. Collection and enforcement will be regulated to the fullest extent possible.
- A-5 **Extended usage** shall be assessed an annual fee of \$100.00 per user area. **Extended usage** is deemed as **180 days** or more of utilization. Only seasonal rentals (March 1 to October 31) are permitted. Grandfathered User Areas available for full time rental shall be assessed an annual fee of \$100.00. No assessment is applicable for seasonal rentals.
- A-6 User Area Owners are responsible for persons, whom they have invited into the Resort, working on, occupying or visiting their User Area, or using any portion of the User or Common Areas at all times.
- A-7 This is a Flood-Zone area. In the event of such occurrence, the Management Board is not responsible for providing accommodation, removal or loss of personal property of Owners, Renters or Guests.

- A-8 Use of the common area fire pits is permitted on the basis that a User Area Owner must be present. Fire must be extinguished and area cleaned up after use.

B. SALE AND RE-SALES OF USER AREAS:

- B-1 **Owners of user areas, their agents, or realtors must advise potential purchasers that Everglades Resorts (lower park) is zoned TC (Tourist Campsite), is on a flood plain, and any or all services may be interrupted at any time, for any length of time in the event of an emergency or situation deemed necessary by the Management Board.**

Owners must inform the Management Board, in writing, prior to the sale of their User Area (s) and request the completion of a Pre-sale Inspection which will be completed and provided to the Owner, on the prescribed form, within ten (10) clear days of the request. Nothing in this rule shall prevent the owner from selling the User Area.

- B-2 Owners must make agents, sales representatives and/or prospective purchasers aware of Rules and Regulations, and declarations of the User Agreement, prior to completion of sale and specifically Rules K-1, B-1,B-5,B-6,I-3.

- B-3 Resale of User Area does not include Management Board approval of pre-existing RV's or structures. New Owners must make application and submit plans to the Board for approval for the RV, structure, cabin and landscaping. A new Owner will be responsible for all work unfinished, and any upgrading required by the Board, work to be completed within 90 days of taking Ownership.

- B-4 Management Board is not responsible for any omissions, misrepresentations and/or errors made by any agent, sales representative or Owner.

- B-5 Owners who sell User Area (s), under an agreement for sale, are required to provide the Management Board with notarized copies of their agreement for sale within fifteen (15) days of the completion of same.

- B-6 User Area Owners shall make available to the Management Board, within thirty (30) days of receiving a request for same, copies of any documents that may be requested to ascertain ownership, title or encumbrance relating to the User Area.

C. RECREATIONAL VEHICLES:

(RV's includes travel trailers, motor homes, 5th wheels and pick up campers)

- C-1 Prior approval, in writing, must be obtained from the Management Board before bringing an RV unit into the Resort. All permission is granted solely on the basis that the other Rules and Regulations are met, including those of the Fraser Valley Regional District.

- C-2 Only one RV **or one existing cabin** is permitted per User Area.

- C-3 Any RV unit being brought into, relocated within or has a change in ownership in Everglades Resort, other than as a visitor/guest unit, to be permanently placed on a User

Area, shall be a maximum of twenty (20) years or newer, have a current propane gas certification, valid unit insurance and be in a condition, that in the Boards opinion, does not detract from the general appearance of the Resort. At the discretion of the Management Board a pre-inspection may be required prior to approval being granted.

- C-4 RV's must be self-contained.
- C-5 Placement of RV's and mobile homes on User Areas and the height, to which they may be raised, must be approved in writing by the Management Board. RV's or awnings are to be within 3 feet from the User Area boundaries, and must be a minimum of seven (7) feet from the waterfront.
- C-6 Multiple User Area units: An Owner having two adjacent sites may position an RV so that it crosses the User Area boundary. However, where a boundary is crossed, the Owner may only have one RV for the two combined User Areas.
- C-7 All RV's within the Resort must comply with the following: Water and sewer hoses must be securely fastened to prevent leakage. **Any connection existing for more than 180 days, sewer connection must be solid pipe with rubber couplers, no flex hose connections are permitted. Water lines must be disconnected and drained during winter months. All costs to repair all damages as a result of frozen water lines will be assessed to the User Area owner.** Current propane gas certification and valid unit insurance must be in place. Electrical hook-up to pedestal service must meet code requirements. Exposed water lines must be insulated against freezing.
- C-8 Maintenance, repairs and improvements to RV's **or user area** shall be made to keep them in good condition. No Owner, Renter or Guest shall allow any portion of an RV **or user area** to become unsightly or to fall into a state of disrepair or otherwise create a displeasing appearance. RV's must be adequately painted or otherwise finished. All improvements shall be completed within 90 days of commencement.
- C-9 Campers must remain on a licensed vehicle. They are not permitted to be set up on jacks or remain permanently on any User or Common Area.
- C-10 RV's of inadequate appearance or excessive age cannot remain on the Resort and must be removed. No converted buses or homemade RV's are allowed in the Resort.
- C-11 The placement of tarps, plastic sheathing or plexiglass sheet shrouding, for protection from the elements, is permitted beginning October 1 and ending March 1 of each year. Such shrouding must be removed by March 1 each year. No other form of shrouding is permitted.
- D. **CONSTRUCTION AND LANDSCAPING:**
- D-1 Any new construction, improvement, addition, alteration of any awning, building, wall, wharf, fence, other structure, excavation, filling or tree removal is subject to approval, in writing, by the Management Board prior to the commencement of work. All exterior

- work must be completed in all respects, including painting, within ninety (90) days of commencement.
- D-2 Applications for approval of work must be on the prescribed form, have a footprint drawing to scale, elevation drawings showing all relative measurements and description of materials to be used.
- D-3 Approvals will not be issued to a User Area, which has a prior Approval that is not in compliance with the Rules and/or where the User Area is more than 30 days in arrears for any amounts owing to the Resort.
- D-4 Existing cabins may continue to exist and must be maintained. Improvements cannot expand original footprint.
- D-5 All new construction, improvement, addition or alteration of any awning, building or other structure must be within 3 feet from the User Area boundaries, and must be a minimum of seven (7) feet from the waterfront. Clearance from Hydro poles must be a minimum of three (3) feet.
- D-6 Fences may be constructed with prior approval from the Management Board, as to location and construction. Fences to be a maximum 4 feet in height and earth colour tones and must be a minimum of seven (7) feet from the waterfront, landscaped hedges are permitted, as long as they do not obstruct "the view". Where "the view" is the subject of a reasonable complaint the hedge shall be trimmed and maintained at a maximum height of 4 feet. All height measurements, for this Rule, shall be taken from the level of the User Area as established by the original developer.
- D-7 Trees considered dangerous to a User Area may be removed by the Management Board and the costs passed on to the Owner. No trees shall be removed without prior written approval of the Management Board. **Any large trees being removed from a User Area must be done by a licensed arborist.**
- D-8 No antennas or other devices for transmission or reception of TV or radio signals shall be erected or used outdoors without prior written approval of the Management Board. Satellite dishes are permitted up to a maximum of 24 inches in diameter.
- D-9 Each serviced User Area is provided with a 30 amp electrical service. All meters are the property of the Resort. Meters can only be moved or installed by park maintenance personnel. Meters must be no more than five (5) feet above ground level.
- D-10 Hot tubs and individual swimming pools, with the exception of a small children's wading pool, are not permitted within the "lower section" of Everglades Resorts.
- D-11 Quality of construction must be to a generally accepted carpentry standard. Failure to meet this standard may result in a Stop Work Order with a requirement to remedy deficiencies or a Dismantle Order.

D-12 **From April 1 to October 1 all User Area's grass must be maintained at a height of less than 6 inches. Where the grass on any User Area is found to be in excess of 6 inches, during the above noted period, the Management Board may without notice, have the grass cut and in such occurrence the User Area Owner shall be billed a minimum of \$25.00 for each cutting.**

E. USER AREA MATTERS AND OWNER'S RESPONSIBILITIES:

- E-1 The Owner of a User Area must advise the Management Board when renting out their User Area, by providing the Management Board with a completed Renter's Acknowledgement Form. The Owner must provide the Management Board the Renter's phone number. Owner must provide Renter with a copy of the Rules and Regulations. **Seasonal rentals only from March 1 to October 31 are permitted**
- E-2 An Owner, Guest or Renter shall not be entitled to claim any compensation from the Management Board, or the Resort, for any loss or damage to the property or person of the Owner, Guest or Renter arising from any defect or want of repair to the Common property or any part thereof.
- E-3 User Areas shall be kept free of debris and litter at all times. No fridges are permitted in open areas. No items or equipment not suitable for outdoor use shall be kept in open areas. Wires or ropes are not allowed for User Area clotheslines. Umbrella-like clotheslines are permitted. User Areas which do not comply with a "Clean Up Order" within 30 days of notice, will be referred for clean up, by an independent contractor, at the Owners expense.
- E-4 No User Area Owner shall do or permit to be done anything on his/her User Area that causes excessive noise or which is a nuisance, annoyance or disrupts the quiet enjoyment of neighbouring User Areas. External use of equipment such as radios, TV, Tape/CD players, musical instruments, saws, lawnmowers, etc., shall be restricted to between 9:00 a.m. and 11:00 p.m. with reasonable allowances of 1:00 a.m. made for weekends and statutory holidays.
- E-5 Under no circumstances will minors (BC law says under the age of 19) be served or allowed to consume liquor in or on any part of the Common Areas of the Resort. All parents and guardians shall be responsible for the conduct of their children and must ensure observation of the Resort Rules.
- E-6 Owners may purchase electronic gate controls for a fee determined by the Management Board. Owners are responsible for gate controls. Owners must purchase gate controls for their renters. Management Board must be advised of lost or stolen gate controls. Unauthorized gate controls will not be programmed. **Upon sale of User Area all clickers are deprogrammed and must be reinstated by new owner.**
- E-7 Household garbage is to be kept in covered containers. **NO non household garbage, furniture or large items are to be deposited around or into the dumpsters. All boxes must be crushed.**

- E-8 No tents or temporary guest RV units allowed longer than 14 days without prior written approval from the Management Board. Tents and RV units must be situated within the User Area boundaries.
- E-9 No unattended open fire, no burning of plastic, rubber or material causing excessive smoke that will interfere with the enjoyment of other User Area Owners is permitted.
- E-10 Owners are required to comply with lawn watering/sprinkling restrictions posted by the Management Board
- E-11 No Owners may supply services from their User Area to an Owner of a User Area that is in default and the User Area services have been disconnected and privileges revoked.
- E-12 Obtaining electrical services by unauthorized means is prohibited.

F. PETS:

- F-1 All dogs are to be kept leashed and are not allowed to become an annoyance to the neighbourhood. Dogs must be supervised while in the common area, playground area, or in the lake. Dogs on tether must be contained within the User Area boundary. Pet Owners are required to clean up after their pets. All pit bulls and other large dogs must be muzzled if they are unpredictable as to their reactions to strangers. Owners are limited to two (2) pets (cat or dogs), or Management Board approved pets, per occupied User Area. Owners who are in contravention of any of the above shall remove their pets from the Resort at the request of the Management Board.
- F-2 Pets, such as highly protective and aggressive dog (i.e. Pit bulls and similar breeds), reptiles (i.e. Boa Constrictors, Pythons, venomous snakes and similar species), which may present a danger to persons, are not permitted in the Resort.

G. VEHICLES AND PARKING: (Includes cars, trucks, golf carts, boats and boat trailers)

- G-1 One parking spot (9 feet by 12 feet each) is required on each User Area, for the use of the Owner, Guest or Renter. There are designated parking areas for other vehicles. No vehicles are permitted to park on roadways.
- G-2 Guests bringing a vehicle into the park must be met by the Owner. All Guest vehicles are the responsibility and liability of the Owner.
- G-3 The speed limit on all roads of the Resort is 8 km/hr. Mini-bikes, go-carts, and unlicensed off-road vehicles are not permitted to be used in the Resort. Golf carts must obey the rules of the road.
- G-4 Vehicles not permitted in the Resort are vehicles, which, in the opinion of the Management Board, detract from the general appearance of the Resort. No inoperable or unlicensed vehicles are to be kept on the Resort. A User Area Owner may apply to the

Management Board for permission to leave an unlicensed vehicle on his/her User Area with a storage insurance policy. Any unauthorized vehicle stored on a User Area not having prior Management Board approval may be towed, at the Owner's expense, and placed in a Bailiffs or Towing companies storage yard.

- G-5 Boats and boat trailers shall be kept on the Owners User Area or in the Boat Storage Compound. An Owner may apply to the Management Board for an alternate designated area. An occupied User Area shall be limited to two (2) usable boats, or boat trailers or watercraft and units must be insured and licensed.
- G-6 Owners requiring space in the Boat Storage Compound must make an application to the Management Board and pay an annual user fee specified by the Management Board. All boats and boat trailers to be stored must be in good working order and appearance. All boats must be on a licensed trailer with valid insurance. The Management Board is not responsible for any loss, damage or liability for boats, boat trailers or towing vehicles in boat storage compound. Any Units located in the Boat Storage Compound, which do not comply with the above, shall be removed at the Owners expense and placed in a Bailiffs or Towing Companies storage yard. The compound is for boat and boat trailer storage only. Towing vehicle must be removed from the storage area.
- G-7 Commercial vehicles, such as buses, highway rigs, flat deck trucks excluding those used solely for Recreational purposes, are not to be parked on User Areas or Common Property, without written consent of the Management Board.
- G-8 Parking is not permitted on vacant User Areas without the written consent of the Owners. Violators will be towed.
- G-9 Golf carts can only be operated by persons 16 years of age or older. All golf carts operating within Everglades Resorts must be insured for operating at 8400 Shook Road and registered with the Management Board. All golf carts must display a Management Board provided valid registration decal showing User Area number and must be equipped with light for operating at night.

H. SIGNAGE:

- H-1 No Owner shall post negative or derogatory signage, including no trespassing, beware of dog, etc. on his unit, User Area or common property.
- H-2 For sale or for rent signs must be displayed in the display case, no larger than 5"x8" or on the sign tree no larger than 8"x18". One 8 ½" x 11" For Sale sign only will be allowed to be displayed on a User Area. For rent signs are not allowed on User Areas or Common Property. No For Sale stake signs are allowed on Shook Road.

I. DISPUTES:

- I-1 In the event of a dispute between an Owner and the Management Board of the Association of the Everglades, involving the User Agreement, and/or any successor

document to the User Agreement, where the negotiation involving the dispute has reached an impasse, a sole arbitrator appointed by the British Columbia Arbitration and Mediation Institute shall settle such dispute through arbitration. As part of the appointment, the Arbitrator shall be required to award costs. The Arbitrator's decision shall be final and binding on the parties. The dispute shall be referred to The British Columbia Arbitration and Mediation Institute within (30) thirty days of either party notifying the other, in writing. Notwithstanding the above, this Rule shall not restrict the Management Board's rights under the User Agreement.

I-2 Any User Area Owner that takes the Management Board to Court and loses shall cover ALL costs incurred by the Management Board.

I-3 Violations of the Rules and Regulations will be dealt with by written notice, failing compliance, the User Area Owner may be assessed a fine of \$25.00 for each day there after and for each occurrence and/or a revocation of privileges.

J. CABINS

J-1 Cabins must have a current propane gas certification and valid unit insurance.

J-2 Maintenance, repairs and improvements to cabins **or user area** shall be made to keep them in good condition. No Owner, Renter or Guest shall allow any portion of a cabin **or user area** to become unsightly or to fall into a state of disrepair or otherwise create a displeasing appearance. Cabins must be adequately painted or otherwise finished. All improvements shall be completed within 90 days of commencement.

K. GRANDFATHER CONDITIONS:

K-1 Structures and User Area conditions, which are not in compliance with the Rules as at June 27, 2004, are considered Grand fathered and are permitted to exist for the benefit of the current User Area Owner. Upon a subsequent change in Ownership the Structures and User Area conditions, which are not in compliance with the Rules, may be required to be brought into compliance subject to the User Agreement Rules.

K-2 **User Areas grandfathered as full time rentals are user areas that were used for full time rentals on June 27, 2004. No further full time rentals are permitted. Seasonal rentals are permitted from March 1 to October 31.**

END OF RULES AND REGULATIONS

Reminder: Management Board approval/notice is required in writing for the following. Failure to do so could result in fines being levied.

- Any improvements, construction or additions.
- Renters/Leases (prior to tenant occupying User Area)
- RV units being brought into the Park.
- Selling of User Area (Prior to completion of sale)