



# Cultus Lake Park

## SUNNYSIDE CAMPGROUND BYLAW

### Bylaw No. 1188, 2021

A Bylaw to regulate Sunnyside Campground.

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Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and all amendments.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

#### 1. TITLE

This Bylaw may be cited as “Cultus Lake Park Sunnyside Campground Bylaw No. 1188, 2021.”

#### 2. INTERPRETATION

**2.1** Words or phrases defined in the *British Columbia Interpretation Act, Motor Vehicle Act, Local Government Act, Community Charter*, or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

#### 2.2 DEFINITIONS OF TERMS

“**Barbeque**” means a devise that cooks food by applying heat from below, fueled by propane.

**“Board”** means the elected Board for Cultus Lake Park.

**“Boulevard”** means that portion of space between the road edges on median strips or Islands.

**“Bylaw Compliance Enforcement Officer”** means the persons duly appointed by the Board as such and will include any Peace Officer.

**“CAO”** means the Chief Administrative Officer; a position appointed by the Board.

**“Camper”** means any person included in site occupancy.

**“Camperized Van”** means a van equipped with beds and cooking equipment.

**“Campground”** means Sunnyside Campground including all public areas, individual sites, campground buildings, foreshore, beaches, wharves and any other area within Sunnyside Campground.

**“Campground Buildings”** means buildings including but are not limited to: washrooms, recreation hall, laundry room, campground store, outhouses, offices and storage buildings.

**“Campground Staff”** means any person employed by Cultus Lake Park.

**“Camping Stove”** a portable stove powered by propane, butane gas canisters, or any other means, designed to be used for cooking while outdoors.

**“Charcoal/Coal”** means a carbonaceous material obtained by heating wood or other organic substances in the absence of air.

**“Dangerous Animal”** means any animal that is or is deemed to be potentially harmful to humans by nature, aggression, venom, toxins, or size and that may require specifically designed, secure enclosures to ensure safekeeping.

**“Designate”** means a person appointed by the Campground Manager.

**“Extra Seasonal Vehicle Pass”** means the additional adhesive seasonal vehicle permit provided by Sunnyside Campground, for a fee, to be affixed for the duration of the season to a specific vehicle as registered with the campground.

**“Foreshore”** means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore and 100 meters or 328 feet into the lake from the high water mark.

**“Gazebo”** means a free-standing structure open on all sides.

**“Guest”** means any person included in site occupancy.

**“Human Transporter”** means any battery powered or motorized equipment such as a Segway.

**“Owner”** includes any person who owns, has in their custody or control, or harbors any pet, or is an occupant of a leased premise of where a pet is kept.

**“Park Staff”** means any person employed by Cultus Lake Park.

**“Person”** means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

**“Public Areas”** means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, field, campground building or structure, playground or such premises as the Campground Manager may from time to time designate.

**“Recreational Vehicle”** means a motor vehicle or trailer equipped with living space and amenities found at home.

**“Registered Camper”** means any person(s) the reservation information states the site is registered to.

**“Season”** means the seasonal camping season and will be from the second Sunday in April until the 30<sup>th</sup> of September of each calendar year.

**“Seasonal Vehicle Pass”** means the adhesive seasonal vehicle permit provided by Sunnyside Campground, to be affixed for the duration of the season to a specific vehicle as registered with the campground.

**“Smoker Units”** means an apparatus for cooking at low temperatures in a controlled, smoky environment, powered by a wide variety of fuels, including electricity, propane or natural gas, wood, charcoal and pellets.

**“Trailer”** means an unpowered vehicle towed by another, used for transporting a boat, or equipped for living in recreationally, open cart or a container used for storage.

**“Unmanned Aerial Vehicle”** A powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable and can carry a lethal or nonlethal payload. Commonly known as a UAV or drone.

**“Unsightly”** means in addition to its common dictionary meaning and regardless of the condition of other properties in the neighborhood, will include property having any one or more of the following characteristics:

- (a) the storage, location or accumulation visible to a person standing on a public highway or on nearby property, or in a building or structure situated on a public highway or nearby property, of filth, rubbish, graffiti or any other discarded materials;
- (b) the untidy storage, location or placement of building materials on a site where construction is not taking place, except where they cannot be seen from a public highway or from nearby property, or from a building or structure situated on a public highway or nearby property;

- (c) landscaping or vegetation that is dead or characterized by uncontrolled growth or lack of maintenance, or is damaged;
- (d) any other similar conditions of disrepair, dilapidation, or deterioration;
- (e) any unlicensed or unregistered vehicles in a state of disrepair or disassembly.

**“Vehicle”** means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

**“Visitor”** means any person visiting a registered camper.

**“Wharf”** means a structure on the shore extending out into the foreshore.

**2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

**2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

### **3. RULES AND REGULATIONS**

All campers and visitors in Sunnyside Campground are subject to the provisions as outlined in the Sunnyside Campground Bylaw No. 1188, 2021 and all other Cultus Lake Park Bylaws.

### **4. NOISE REGULATION**

#### **Exemptions**

**4.1** Notwithstanding anything contained herein, no person will be guilty of an infraction of this Bylaw while:

- a) operating or in charge of Fire Department, Police, Ambulance and Park Staff vehicles while in the execution of their duties.
- b) operating any motor vehicle, machinery or other apparatus or thing during an emergency or for a public purpose or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs.
- c) performing works of an emergency nature for the preservation or protection of life, health or property, provided that, the responsibility will be on the person performing the work to show cause that the work was of an emergency nature.

## **4.2 General Prohibitions**

- a) No person will make, cause, or permit to be made or caused, any noise in or on any public area in the campground which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the vicinity of that place.
- b) No person being the registered camper of a campsite will allow or permit such campsite to be used so that noise or sound which occurs on or emanates from, disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons on the same site or in the neighborhood or vicinity of that site.
- c) In terms of this Bylaw, quiet hours will be maintained between 11:00 pm and 7:00 am when the campground will be free of any excessive noise that could disrupt the peaceful enjoyment of the campground. No person will make unnecessary or continuous noise during these quiet hours.
- d) Fireworks are not permitted to be used within Sunnyside Campground or Cultus Lake Park without written permission from the CAO.

## **4.3 Public Address Systems**

- a) Public address and/or sound systems are not permitted in the campground without written permission from the Campground Manager or designate.

## **4.4 Motor Vehicle Noise**

- a) The following noises are considered unnecessary, objectionable or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of campers and visitors:
  - i. the squeal of a tire on a road surface made by a motor vehicle which is accelerating, stopping or changing direction;
  - ii. a loud, roaring or explosive sound emitted by a motor vehicle within the campground;
  - iii. the amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates from a motor vehicle and can be easily heard by someone outside the motor vehicle;
  - iv. the sound of an automobile security system which is made, either continuously or intermittently, for a period exceeding three (3) minutes, or made more than three (3) times in a 24-hour period;
  - v. the sound of a horn or other warning device on a motor vehicle used for any purpose other than as an audible warning incidental to the safe operation of the motor vehicle.

## **4.5 Vehicles Idling and Air Quality**

- a) It will be an offence to idle or otherwise run continuously for more than three (3) minutes at the same location, except:

- i. a vehicle containing equipment that must be operated inside or in association with a vehicle;
- ii. a vehicle serving as a facility for taking measurements or making observations by or on behalf of the campground, public utility, police, fire or ambulance.

#### **4.6 Specific Prohibitions**

Without limiting the generality of subsection 4.2 herein:

- a) No person will play or operate any radio, stereophonic equipment or other instrument or any apparatus for the production or amplification of sound either in or on a campsite or on any road, laneway, wharf, foreshore or other public area in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of those premises or place
- b) No person being the registered camper of a campsite will allow or permit such campsite to be used by a person or persons for playing or operating any radio or stereophonic equipment or other instrument or other apparatus for the production or amplification of sound in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of said campsite.
- c) No person will own, keep or harbor any animal which by its barking, cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of persons in the vicinity.
- d) No person may operate, or cause, suffer or permit the operation of, any motorized lawn-grooming or garden equipment in the campground between the hours of 7:00 pm and 9:00 am, with the exception of campground and Park staff.
- e) No person will create a nuisance or disturbance upon any portion of a road, laneway or other public area by participating in a fight or other similar physical confrontation between consenting or non-consenting persons. Failure to comply will result in fines and/or eviction.

### **5. GATE CLOSURE AND VISITOR DEPARTURE**

- 5.1** Seasonal campers will have the option of card-swipe entry for the electronic gate outside of gatehouse operational hours. Seasonal campers will not share or lend the swipe card to any other person(s).
- 5.2** Day visitors will be required to leave the campground by 11:00 pm every day.
- 5.3** Overnight visitors will be required to leave the campground by 11:00 am on the date of visitor pass expiry.
- 5.4** No visitors are permitted entry after 10:00 pm.

## **6. CAMPERS AND VISITORS**

- 6.1** Campsite fees include two adults and multiple children.
- 6.2** Extra guests 19 years and older will be considered adults and charged an additional fee. Adult occupancy is not permitted overnight to exceed four (4) per campsite.
- 6.3** It is the responsibility of the registered camper to ensure that their visitor(s) comply with all requirements of this Bylaw.
- 6.4** The registered camper will be held responsible and accountable for their conduct and the conduct of their guest(s) and visitor(s). Unacceptable conduct will be subject to section 23 [Evictions] of this Bylaw at the discretion of the Campground Manager or designate and Manager of Visitor Services, Accommodations and Bylaw Enforcement and in consultation with the CAO.
- 6.5** In the event that a registered camper refuses to pay any outstanding charges, campground staff will prohibit the removal of camping materials or unit from the campground and/or be subject to eviction.
- 6.6** Belligerent or disrespectful behavior will not be tolerated anywhere in the campground. Violators will be subject to fines and/or eviction.
- 6.7** The Manager of Visitor Services, Accommodations and Bylaw Enforcement, Sunnyside Campground Manager or designate, and Sunnyside Campground Bylaw Compliance and Enforcement Officers reserve the right to refuse admittance to any person.

## **7. PUBLIC AREAS**

- 7.1** It is prohibited for any person to operate an Unmanned Aerial Vehicle (commonly known as a Drone) within the campground.
- 7.2** Persons 18 years and under must be accompanied by an adult when off their site after 11:00 pm. Fines will be applied per attendance and may result in eviction.
- 7.3** All Playgrounds close at dusk.

## **8. VEHICLES & TRAILERS**

- 8.1** Day Visitor Vehicles: There is a limit of two (2) day visitor vehicles per site. Each vehicle may be occupied by two (2) adult visitor(s) and children. Additional fees will apply.
- 8.2** Overnight Camping Visitor Vehicles: There is a limit of one (1) overnight camping visitor vehicles per site, providing that the maximum overnight site occupancy of four (4) adults will not be exceeded. Additional fees will apply.
- 8.3** Parking is prohibited on the Beach Drive Boulevard, unless as designated otherwise

by Park signage.

- 8.4 Operation of all vehicles in the campground must comply with the *Motor Vehicle Act*.
- 8.5 Motorcycles are considered vehicles for the purposes of the compliance and enforcement of this Bylaw and are required to be registered prior to entry to the campground.
- 8.6 All vehicles must obey all posted speed limits.
- 8.7 Unlicensed vehicles or low powered vehicles are prohibited in the campground which include but are not limited to electric bikes, mopeds and scooters, pocket bikes, mini bikes, children-sized ride-on vehicles, human transporters, motorized scooters and skateboard, dirt bikes, all-terrain vehicles and golf carts, without prior written permission of the Campground Manager or designate.
- 8.8 All registered campers and visitors are subject to sections 184 and 194 of the *Motor Vehicle Act* with regard to wearing protective helmets.
- 8.9 Vehicles must be parked in such a way as to not impede the flow of traffic on any road or laneway.
- 8.10 Seasonal Trailer insurance must be provided to the gatehouse upon check in.
- 8.11 Seasonal Trailers must remain insured at all time while on Cultus Lake Park property including Sunnyside Campground.

## 9. **LIQUOR**

The *Liquor Control and Licensing Act* will be strictly enforced.

Open liquor and/or alcoholic beverages are prohibited in all public areas, beaches, campground buildings, playgrounds, roadways and green spaces. Fines will be levied per attendance.

## 10. **AGE RESTRICTION**

Persons under 21 years of age may not be permitted to occupy any campsite unless accompanied by the registered camper, aged 21 years of age or older, who will remain responsible for all bylaw contraventions and guest actions on the site during the entirety of stay.

## 11. **PETS**

11.1 Pets must always be secured or leashed and under the control of the handler.

11.2 Pets must not be left unattended.

- 11.3** Pet(s) that repeatedly disturb the quiet enjoyment of campers may be required to be removed from the campground by their custodian and/or the registered occupant of the site the pet(s) is associated with and will be subject to fines per attendance.
- 11.4** All pets must have ID tags including owner or custodial contact information attached to collars.
- 11.5** Seasonal pets must have ID tags including the registered campsite number(s).
- 11.6** Refer to Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019 Schedule "C" for off-leash areas and dog swim areas.
- 11.7** Pets are not allowed on the beaches, on the wharves, in the water, (except for in the dog swim areas) or in the playground areas.
- 11.8** Handlers of pets will be responsible for all clean-up and disposal of their pet's feces into a garbage receptacle.
- 11.9** It is prohibited for any person to own, keep or harbor any dangerous animal, snakes, lizards or crocodilians within Sunnyside Campground.

## **12. PLANTS AND TREES**

- 12.1** It is prohibited to cut, trim or damage plants and/or trees, including fallen trees.
- 12.2** Use of nails, screws or any material which could damage a tree is prohibited.
- 12.3** No person will plant any tree, plant or flower in the ground within the campground, excluding planter boxes and raised garden beds that had been approved by the Park in 2010. Replacement of these previously approved planter boxes and raised garden beds are not allowed without written permission from the Campground Manager or designate.
- 12.4** No person will place or store any planter or planting pots outside of the property pins of their seasonal camping site.
- 12.5** Violators will be subject to fines and/or eviction.

## **13. ELECTRICITY**

- 13.1** All lights are required to be turned off during daylight hours and when retiring for the night.
- 13.2** Air conditioners are required to be turned off when the site is not occupied for twelve (12) hours or more.
- 13.3** One string of Energy Efficient exterior lights, 15m/50' is permitted per site and is to be turned off overnight and/or when the site is not occupied.

**13.4** One Energy Efficient 5.0 cubic feet exterior refrigerator displaying Energy Guide rating sticker is permitted per seasonal site. The refrigerator must be child-proofed with an appropriate locking device. Seasonal campers must pay for a decal at time of registration which must be clearly displayed on the outside of the refrigerator.

**13.5** Freezers, electric ranges and generators are not permitted.

**13.6** Each seasonal site has been provided a single 30A 115VAC receptacle. This receptacle and the electrical infrastructure are the sole property of Cultus lake Park. No alterations or tampering is permitted. Fines or eviction may be enforced for any abuse or misuse of Park property.

**13.7** No person will perform any electrical work within the Park, besides Cultus Lake Park Staff, without written permission from the CAO.

**13.8** No personal will gain or block access to any electrical equipment, panels, enclosures, outlet boxes, etc.

**13.9** No splitter, break out / tap boxes, may be used to provide additional electrical usage points. The provided outlet is intended to feed the occupants RV directly.

**13.10** Only CSA, or recognized equivalent, devices and equipment will be permitted to be connected, powered, or used within the Park. RV's that have undergone non factory alterations will be required to show proof of inspection and recertification.

#### **14. GARBAGE, RECYCLING AND DISPOSAL OF PROPANE BOTTLES**

**14.1** No person will remove any recycling or waste from any disposal or recycling receptacle or remove any recyclable item from any site other than their own or any Campground area, except for campground staff.

**14.2** No person is permitted to solicit any recycling material from any other person in the Campground.

**14.3** All campers are required to remove all used or unused propane bottles (white and green) upon departure from the campground. It is prohibited to deposit or discard any propane bottles anywhere in Sunnyside Campground, including trash bins.

#### **15. SITE CONDITION**

It is the responsibility of the registered camper to maintain the overall appearance of their site to ensure it does not become unsightly in the opinion of the campground Manager or designate.

#### **16. INFORMATION**

**16.1** To protect the privacy of campers, staff will not release any information about Sunnyside Campground registered customers. If campers expect guests, it is

required that they ensure that the guests know the seasonal campers' site number and the name of the person under which it is registered, or entry will be denied.

**16.2** Phone Messages: Only messages of extreme urgency will be delivered to individual sites.

## **17. CAMPFIRES AND FIRE BANS**

**17.1** Open burning wood fires are prohibited in the campground except on registered sites. Fires must be in a container, apparatus or physical construct that is capable of controlling the spread of the fire such as the fire rings provided by the campground and must not be left unattended and an adult must be present at all time. The only material permitted to be burned in fire pits, except for those units as approved in 17.2, is untreated wood.

**17.2** CSA-approved free-standing propane and natural gas fire pits, barbeques and camp stoves are permitted on registered sites.

**17.3** Smoker units are prohibited in the campground.

**17.4** Flames must be kept low six (6) inches (15 cm) in height and a safe distance from any tree, building, vehicle and combustible structure or any type of material that may be subject to combustion.

**17.5** All propane or natural gas units are prohibited on the wharves and the beach.

**17.6** The use of charcoal, coal or briquettes is prohibited within the public areas of the campground.

**17.7** The use of campfires is permitted daily from 7:00 am to 1:00 pm and from 5:00 pm to 11:00 pm. Propane campfire pits permitted, up to 11:00 pm.

**17.8** Camp fire regulations may be relaxed during inclement weather with the approval of the Manager of Visitor Services, Accommodations and Bylaw Enforcement, or designate.

**17.9** Campfires must not be left unattended. An adult must be present at all times if a fire is being used.

**17.10** Materials prohibited from burning include but are not limited to: garbage, rubber, plastics, hazardous materials, treated, painted or stained wood and/or petroleum products not expressly approved in this section.

**17.11** In the event of a Fire Ban all fire ban regulations must be strictly adhered to. Please refer to the Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019 for Bylaws pertaining to fire bans within Cultus Lake Park.

**17.12** Barbeque and Charcoal/Coal units are prohibited on wharves and beach areas.

## 18. **WATERCRAFT**

Please refer to the Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019 and all amendments, for Bylaws relating to watercraft, boating, moorage and the foreshore.

## 19. **SEASONAL OCCUPANCY**

**19.1** Only the registered camper(s) may use the site:

- a) Subletting or assignment of seasonal sites is not permitted and will be subject to eviction.
- b) Change of site occupancy name is allowed only between spouses and requires the consent of the Campground Manager or designate.

**19.2** Site Usage

- a) Seasonal campers are permitted, per site: one (1) recreational vehicle unit plus one (1) tent for immediate family only and as the seasonal site size permits in consideration of section 19.3 (b) of this Bylaw, below; or
- b) Two (2) tents for immediate family only if no recreational vehicle unit is on site.

**19.3** Vehicle Passes

- a) Two (2) seasonal vehicle passes are provided at no additional cost for each site. It is the responsibility of the seasonal camper to ensure adequate parking is available on site in consideration of the recreational vehicle unit or trailer size and any other tent(s), boat trailer, shed or utility trailer the seasonal camper place on site.
- b) A maximum of two (2) extra seasonal vehicle passes may be purchased; the recipient(s) of which must be authorized, in writing, by the registered seasonal camper, who assumes responsibility for the authorized pass holder's conduct. Each seasonal vehicle pass includes one adult and children. Additional adults must register at the gatehouse and pay applicable fees overnight visiting.
- c) Seasonal passes will not be issued to any camping unit including, but not limited to, truck and camper, camperized van or recreational vehicle.
- d) Limited parking spaces may be available for rent by the campground and may be purchased for additional fees and will be subject to availability at the discretion of the Campground Manager.
- e) A motorcycle is considered a vehicle for the purposes of parking passes. A pass may be issued in respect to licensed motorcycles or motor scooters provided that the vehicles are parked on the seasonal site or in the additional parking space(s) as provided by section 19.3 (a) and 19.3 (d).

- f) In order to obtain passes, proper identification (e.g. driver's license) and registered seasonal camper's signature will be required at the time such passes are issued and are to be affixed on the vehicle windshield immediately.
- g) It is prohibited to affix passes to unregistered vehicle(s). The pass will be required to be re-purchased by the registered occupant from the remaining available passes. If no available passes remain, the registered occupant will be required to pay daily or nightly vehicle fees.
- h) In the situation of a registered vehicle being sold or a windshield being replaced, the old pass must be removed and exchanged for a replacement pass, at no additional charge. If the old pass is not provided for exchange, a new pass must be purchased and will be subject to availability.
- i) Seasonal camper entry after gate closure is permitted via keycard swipe system in the pass holders' lane at the entrance of the Campground. A deposit is required for the issue of each card, which will be refunded when the card is returned to the Campground gatehouse staff prior to September 30 at 12:00 pm. If a card is lost, stolen or damaged the deposit will be retained and a further deposit is required to issue a replacement card. Fees and deposit amounts are outlined in Schedule A of this Bylaw.

## **20. SITE SET-UP AND ALTERATIONS**

**20.1** Site set-up and alterations require prior written approval from the Campground Manager and Manager of Visitor Services, Accommodations and Bylaw Enforcement and must meet all Bylaw requirements.

**20.2** Approved site alterations expire at the end of each season.

**20.3** Wood decks are permitted and must remain within site boundaries and must be removed at the end of each season. Poured concrete decks and other permanent deck structures are prohibited except for seasonal campers that have been grandfathered in 2010. If the grandfathered deck structures are deemed unsafe, by Park Staff, they will be removed, and the site will be brought back to its natural state.

**20.4** Sheds and Utility Trailers: One shed (must not exceed 4 feet wide x 8 feet long x 7 feet high) or utility trailer (must not exceed 14 feet long) is permitted per site and must be located within the site boundaries. The exterior must be finished and used for the sole purpose of storage. Sheds or utility trailers are subject to the Manager of Visitor Services, Accommodations and Bylaw Enforcement, or designate, approval.

**20.5** Tarps must remain within the campsite boundary and must be used as roof coverings only. Tarps must not be secured to trees in any way that could harm or damage them. Orange tarps are not permitted to be used on seasonal sites.

**20.6** Fences require the Campground Manager or designate written approval, and if approved, must not be a height greater than 1.2m (4 feet). Fencing must abide by the following:

- a) fences along a roadway will not be outside of the campsite property lines and must be setback two (2) feet from the roadway;
- b) picket fences with pointed tops are prohibited;
- c) fencing contiguous to campground washrooms may be solid and 6 feet tall;
- d) all fencing must allow persons from outside the campsite to be able to clearly see into the campsite without an obstructed view;
- e) no solid fencing is permitted and
  - i. must be a non-permanent and removable wooden, wire, plastic or Plexiglas barrier that is one type with a width of less than six inches and a height of no greater than 4 feet.

**20.7** All portable carport, gazebo and metal structures must be secured and/or anchored to the ground.

**20.8** No landscape or construction materials will be allowed into the campground without an approved Site Set-up / Alteration form signed by the Campground Manager and/or Manager of Visitor Services, Accommodations and Bylaw Enforcement.

**20.9** One (1) picnic table per site is supplied and must not be damaged or altered in any way (including painting). Any coverings protecting or attached to the table must be removed upon departure.

**20.10** It is the sole responsibility of the seasonal camper or registered occupant to ensure that any deck built on-site meets the current British Columbia Building Code and has been approved by the Campground Manager.

**20.11** On-site inspection by Bylaw Compliance Enforcement and Park staff may occur to ensure Bylaw and Building Code Compliance.

**20.12** A person will not add any structure to or beside any recreational vehicle, travel trailer or camper other than a deck.

**20.13** No accessory buildings or structures are permitted on a campsite or within the campground unless approved by the Campground Manager.

**20.14** No person will interfere with the operations of the campground, including but not limited to, tampering with electrical, water, sewer or site boundary lines.

## **21. SATELLITE DISH/ANTENNAE**

- 21.1** Satellite dishes must be installed within the perimeter of the seasonal site and can only extend beyond the seasonal site with prior written permission from the Campground Manager. Permission will be denied should any parts of the satellite including, but not limited to, cable, dish, wiring, etc. cross over or under any roadway or pathway.
- 21.2** Satellite dishes or any part thereof must not be attached to utility poles or Sunnyside Campground structures.
- 21.3** Satellite dishes attached to trees must be attached in such away so as to not harm a tree in any manner. Examples include: bungee cords, zap straps or satellite poles.
- 21.4** All Satellite dish equipment must be removed at the end of season.
- 21.5** Satellite dishes in violation of this section are subject to removal without notice.
- 21.6** Sunnyside Campground is not responsible for any theft of satellite signal or piracy of media content.

## **22. DEPARTURE PROCEDURES**

- 22.1** Sites and fire pits must be cleaned before departure.
- 22.2** Ropes and other tying devices which are attached to trees must be removed before departure.
- 22.3** All building materials, furniture, appliances and any other large items must be removed from the campground at the expense of the seasonal camper. None of these items are to be left at or within waste removal bins.
- 22.4** Any unsecured items such as, but not limited to, cement blocks and bricks must be removed from sites prior to the departure date. All costs incurred by Sunnyside Campground for the removal and disposal of items will be charged to the registered site occupant, plus 25 percent for overhead costs.
- 22.5** Departure time for seasonal camping is no later than 12:00 noon on September 30.
- 22.6** Failure to comply with these procedures may jeopardize future site occupancy.
- 22.7** A clean-up fee will be applied to registered campers whose site is not cleaned on departure. The clean-up fee will be added as a site charge levied in the following year to the returning seasonal camper.
- 22.8** Departure time for day use camping sites is no later than 11:00 am on the date of check out.

## **23. EVICTIONS**

**23.1** In the event a camper fails to abide by any section of this Bylaw, the camper may be subject to the following:

- a) Seasonal camper: be evicted from the campground and given forty-eight (48) hours to remove all personal property.
- b) For a seasonal camper who is evicted, any refund will be calculated by using the overnight full hook-up rates currently in effect applied to the total number of registered nights prior to the eviction departure date and is subject to a two week period for campground staff to find seasonal occupancy for the site. The number of unregistered nights, to a maximum of 14, will be added to the number of registered nights of the evicted seasonal prior to calculating the refund.
- c) Overnight campers will be required to leave the campground and remove all personal property immediately.
- d) A seasonal or daily camper who has been evicted will not be permitted back to Sunnyside Campground for two (2) years and only with approval of the Campground Manager and the Manager of Visitor Services, Accommodations & Bylaw Enforcement. If the Campground Manager and the Manager of Visitor Services, Accommodations & Bylaw Enforcement grants approval for a seasonal camper to return to the Campground, the individual will be placed on the wait list.
- e) Evictions will be at the sole discretion of the Campground Manager and Manager of Visitor Services, Accommodations, and Bylaw Enforcement in consultation with the CAO.

## **24. SEASONAL NON-RENEWAL**

**24.1** Annually, registered seasonal camper's site files will be reviewed and may be subject to non-renewal of the seasonal site if one or more of the following criteria is applicable:

- a) Multiple warnings and notice on several occasions during the past season or previous seasons relating to:
  - i. Belligerent/disrespectful behavior
  - ii. Documentation of reoccurring issues of prohibitive behavior over one or more seasons;
  - iii. Written or verbal warning by Bylaw Compliance Enforcement Officer throughout the season relating to noise, which are documented in shift patrol logs;
  - iv. Other Bylaw infractions.
- b) Occurrences where the attendance of the RCMP is required to attend (including but not limited to: domestic disturbances; physical violence; public intoxication; belligerent behavior; or threats against campground staff).

- c) Abusive/disrespectful or threatening behavior or language towards campground staff.
- d) Nonpayment of campground fees, by the applicable deadline.

**24.2** Notice of non-renewal may be given at any time.

**24.3** Occupants of sites that are subject to non-renewal will not be permitted back to Sunnyside Campground for two (2) years and only with the approval of the Campground Manager and Manager of Visitor Services, Accommodations, and Bylaw Enforcement and CAO.

**25. FEES AND FINES**

**25.1** All campers and visitors in Sunnyside Campground are subject to the fees noted in Schedule A of this Bylaw and the fines and provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-11 of said bylaw.

**25.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

**25.3** Any and all outstanding fees and fines must be paid in full before renewal or bookings are permitted.

**26. SEVERABILITY**

If any part of this Bylaw is for any reason held invalid by a Court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

**27. REPEAL**

Cultus Lake Park Sunnyside Campground Bylaw No. 1165, 2019 and all amendments are repealed upon adoption.

**28. EFFECTIVE DATE**

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME THIS 20 DAY OF JANUARY, 2021

READ A SECOND TIME THIS 20 DAY OF JANUARY, 2021

READ A THIRD TIME THIS 17 DAY OF FEBRUARY, 2021

ADOPTED this 17 day of JANUARY, 2021



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David Renwick, Chair  
Cultus Lake Park Board



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Joe Lamb  
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true  
and correct copy of Cultus Lake Park Sunnyside  
Campground Bylaw No. 1188, 2021



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Chief Administrative Officer

# Schedule A

## Fees

(The fees below do not include applicable taxes)

Administration fee (charged to seasonal and waitlist refunds).....	\$28.60
Annual on-site refrigerator fee: up to 5.0 cu ft. ....	\$47.60
Annual on-site refrigerator fee: over 5.0 cu ft. ....	\$95.25
Boat charge seasonal campers.....	\$71.45
Boat charge overnight campers.....	\$23.80
Boat charge visitor.....	\$23.80
Buoy rental (Weekly).....	\$71.45
Buoy rental (Daily).....	\$23.80
Cancellation fee (if cancelled 7 days prior to arrival)..... (+ the reservation fee)	\$14.30
Cancellation fee (if cancelled within 7 days of arrival date)..... (+ the cost of first night)	\$33.35
Cost of rectifying non-approved site alterations ..... overhead + materials + other related costs	Actual Hourly rate + 25%
Cost of removal of unauthorized items disposed of..... overhead + materials	Actual Hourly rate + 25%
Cost of replacement tree due to willful damage..... overhead + materials (mature tree up to 14 feet in height)	Actual Hourly rate + 25%
Cost of seasonal site clean-up..... overhead + other related costs	Actual Hourly rate + 25%
Day visitor.....	\$14.30

Extra seasonal parking spot and/or boat storage.....	\$142.85 per season
Extra seasonal vehicle pass (maximum 2).....	\$57.15 each
Full hookup – daily – Sunday to Thursday low season .....	\$47.60
Full hookup – daily Friday and Saturday – low season.....	\$49.50
Full hookup – daily long weekend – low season .....	\$59.05
Full hookup – daily Sunday through Thursday – high season.....	\$53.35
Full hookup – daily Friday and Saturday – high season.....	\$61.90
Full hookup – daily long weekend – high season.....	\$63.80
Group site day use – low season .....	\$157.15
Group site day use – high season.....	\$209.50
Group site overnight – low season.....	\$285.70
Group site overnight – high season.....	\$330.10
Late night entry keycard deposit .....	\$25.00
Late night entry keycard fee for lost, stolen or damaged cards.....	\$25.00
Late payment fee (per day) .....	\$4.75
Overnight full hook-up April monthly camping fee.....	\$900.00/month
Overnight full hook-up May monthly camping fee.....	\$900.00/month
Overnight full hook-up June monthly camping fee.....	\$900.00/month
Overnight full hook-up September monthly camping fee.....	\$900.00/month
Overnight visitor – no vehicle – extra adult on site (maximum - 2 extra adults per site).....	\$11.45
Overnight visitor – vehicle – (maximum – 1 extra vehicle per site).....	\$11.45
Overnight guest boat launch.....	\$20.00
Overnight campers with pets .....	\$5.70 daily per pet or max \$20.80 if stay is over 4 days, per pet
Picnic fee (extended campsite time – low season only).....	\$19.05
Reservation fee.....	\$19.05

Telephone reservation fee.....	\$4.80
Tenting – double Site – daily Sunday through Thursday – low season.....	\$66.65
Tenting – double Site – daily Friday and Saturday – low season.....	\$68.55
Tenting – double Site – daily long weekends – low season.....	\$69.50
Tenting – double Site – daily Sunday through Thursday – high season.....	\$76.20
Tenting – double Site – daily Friday and Saturday – high season.....	\$80.95
Tenting – double Site – daily long weekends – high season.....	\$85.70
Tenting – regular – daily Sunday through Thursday – low season.....	\$33.35
Tenting – regular – daily Friday and Saturday – low season.....	\$34.30
Tenting – regular – daily long weekend – low season.....	\$35.25
Tenting – regular – daily Sunday through Thursday – high season.....	\$40.00
Tenting – regular – daily Friday and Saturday – high season.....	\$47.60
Tenting – regular – daily long weekend – high season.....	\$49.50
Tenting – view – daily Sunday through Thursday – low season.....	\$37.15
Tenting – view – daily Friday and Saturday – low season.....	\$38.10
Tenting – view – daily long weekend – low season.....	\$39.05
Tenting – view – daily Sunday through Thursday – high season.....	\$43.80
Tenting – view – daily Friday and Saturday – high season.....	\$51.45
Tenting – view – daily long weekend – high season.....	\$53.35
Tenting – waterfront – daily Sunday through Thursday – low season.....	\$46.65
Tenting – waterfront – daily Friday and Saturday – low season.....	\$47.60
Tenting – waterfront – daily long weekend – low season.....	\$56.20
Tenting – waterfront – daily Sunday through Thursday – high season.....	\$52.40
Tenting – waterfront – daily Friday and Saturday – high season.....	\$60.00
Tenting – waterfront – daily long weekend – high season.....	\$61.90
Tenting – preferred beachfront sites A, B, C and D – daily Sunday through Thursday – low	

season.....	\$47.60
Tenting – preferred beachfront sites A, B, C and D – daily Friday and Saturday – low season.....	\$49.50
Tenting – preferred beachfront sites A, B, C and D – daily long weekend – low season.....	\$59.05
Tenting – preferred beachfront sites A, B, C and D – daily Sunday through Thursday – high season.....	\$53.35
Tenting – preferred beachfront sites A, B, C and D – daily Friday and Saturday – high season.....	\$61.90
Tenting – preferred beachfront sites A, B, C and D – daily long weekend – high season.....	\$63.80
Sani-dump non-camper.....	\$14.30
Seasonal deposit.....	\$250.00
Seasonal non-refundable prepayment.....	\$1,000.00
Seasonal regular site .....	\$4817.15
Seasonal view site.....	\$5255.25
Seasonal waterfront site.....	\$5626.65
Seasonal waitlist .....	\$100.00
Unrequired early positioning - application fee.....	\$95.25

