



Cultus Lake Park

SUNNYSIDE CAMPGROUND BYLAW

Bylaw No. 1205, 2021

A Bylaw to regulate Sunnyside Campground.

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. 1205, 2021.”

2. INTERPRETATION

2.1 Words or phrases defined in the *Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, 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:

- (a) On a street with curbs, the portion of the street between the outside curb and the adjoining property line;
- (b) on a street without curbs, the portion of the street between the edge of the roadway/highway and the adjoining property line; or
- (c) on a street where traffic is separated by a median, it includes the median.

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

“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 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.

“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 Manager of Sunnyside Campground and Accommodations.

“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 and Rural Development 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 staying overnight with an Overnight Camper or a Seasonal Camper.

“Highway” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

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

“Motor Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Nuisance” means one or more acts by a Person that, individually or in the aggregate over a period of time, does any one of the following or a combination thereof:

- (a) Harms or threatens to harm the life, health, property or comfort of any Person at the Campground;
- (b) obstructs any Person at the Campground in their exercise or enjoyment of the Campground;
- (c) harasses any other Person at the Campground, including but not limited to any Park Staff;
- (d) uses offensive, belligerent, aggressive or derogatory language or behavior towards any Person at the Campground, including but not limited towards any Park Staff; and
- (d) directly or indirectly uses a disproportionate amount of Park resources (including Park Staff time) relative to other Persons at the Campground.

“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.

“Overnight Camper” means any Person the reservation information states the site is registered to on a nightly basis.

“Park Staff” means any Person employed by Cultus Lake Park.

“Person” has the same meaning as in the *Interpretation Act* (British Columbia) and for the purpose of this Bylaw may include Seasonal Camper, Overnight Camper, Guest or Visitor.

“Public Area” means any Highway, driveway, parking lot, beach, wharf, school ground, or playground in The Park, or such other premises as the Board may from time to time designate.

“Recreational Vehicle” means any Vehicle designed or used primarily for accommodation during travel or recreation, including but not limited to a “motor home” as defined in the *Motor Vehicle Act* (British Columbia).

“Seasonal Camper” means any Person the reservation information states the site is registered to on a seasonal basis.

“Season” means the seasonal camping season and will be from the second Sunday in April until the 30th 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” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

Commented [KH1]: CLPB to review this new “Nuisance” definition.

The legal definition of “nuisance” normally has a high threshold, but this definition is intended to be lower and specific to Cultus Lake.

“Unmanned Aerial Vehicle” means 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 and is 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; and/or
- (e) any unlicensed or unregistered Vehicles in a state of disrepair or disassembly.

“Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Visitor” means any Person visiting an Overnight Camper or Seasonal Camper or a Person in any public area within the Park.

“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 Overnight Campers, Seasonal Campers, Guests and Visitors in Sunnyside Campground are subject to the provisions as outlined in this Bylaw, the Sunnyside Campground Administrative Policy and all other Cultus Lake Park Bylaws and amendments.

4 NOISE REGULATION

4.1 Exemptions

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 Vehicle, machinery or other apparatus or thing during an emergency or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs; or
- (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 Overnight Camper, Seasonal Camper, Guest or Visitor will make, cause or permit the registered 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) 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 and no Person will make unnecessary or continuous noise during these quiet hours.
- (d) No Person will possess or discharge fireworks within the Campground without written permission from the CAO.

4.3 Public Address Systems

No Person will possess or operate a public address and/or sound system in the Campground without written permission from the Manager of Sunnyside Campground and Accommodations 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 Overnight Campers, Seasonal Campers, Guests and Visitors and while operating a Motor Vehicle, no Person will:
 - i. Squeal a tire on a road or highway surface;
 - ii. emit a loud, roaring or explosive sound;
 - iii. allow amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates and can be easily heard by someone outside the Motor Vehicle;
 - iv. allow 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; or

- v. allow the sound of a horn or other warning device to be used for any purpose other than as an audible warning incidental to the safe operation of the Motor Vehicle.

4.5 Motor Vehicles Idling and Air Quality

- (a) While operating a Motor Vehicle, no Person will 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; or
 - 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 no Person will:

- (a) 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 in the neighborhood or vicinity of those premises or place;
- (b) allow or permit any campsite to be used by a Person 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 in the neighborhood or vicinity of said campsite;
- (c) 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 Person in the vicinity;
- (d) 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, except for Campground and Park Staff; or
- (e) 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 Person.

5 GATE CLOSURE AND VISITOR DEPARTURE

- 5.1** No Seasonal Campers will share or lend their swipe card to any other Person.
- 5.2** Day Visitors will be required to leave the Campground by 11:00 pm every day.

5.3 Overnight Guests will be required to leave the Campground by 11:00 am on the date of Guest pass expiry.

6 OVERNIGHT CAMPERS, GUESTS AND VISITORS

6.1 Overnight adult occupancy will not exceed four (4) Persons per campsite.

6.2 Site Usage:

(a) No Overnight Camper will have more than one (1) Recreational Vehicle unit plus one (1) tent or;

(b) Two (2) tents, if no Recreational Vehicle unit is on site.

6.3 No Person will enter a campsite, prior to the set check in time of 1:00 pm, without permission from the Manager of Sunnyside Campground and Accommodations or delegate.

6.4 No Person will occupy or remain on site beyond the set check out time of 11:00 am, unless they have prior permission from the Manager of Sunnyside Campground and Accommodations or delegate.

6.5 No Person will cause a Nuisance anywhere in the Campground. Violators will be subject to fines and/or eviction. Overnight Campers who are ongoing or repeat violators will in all cases be subject to eviction pursuant to Section 21 of this Bylaw.

Commented [KH2]: New Nuisance provision for CLPB review.

6.6 The Manager of Sunnyside Campground and Accommodations or delegate may refuse admittance to any Person.

6.7 No Person will have or cause belligerent or disrespectful behavior anywhere in the Campground. Violators will be subject to fines and/or eviction.

7 PUBLIC AREAS

7.1 No Person will operate an Unmanned Aerial Vehicle (commonly known as a drone) within the Campground.

7.2 No Person under the age of 18 years will be off their site after 11:00 pm unless accompanied by an adult. Fines will be applied per attendance and may result in eviction.

7.3 All Playgrounds close at dusk.

7.4 No Person will smoke within the Park, except for in the exempted areas.

8 VEHICLES & TRAILERS

8.1 Day Visitor Vehicles: There is a limit of two (2) day Visitor Vehicles per site. 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 No Person will park on Beach Drive Boulevard, unless as designated otherwise by Park signage.
- 8.4 No Person will contravene 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 No Person operating a Motor Vehicle or Vehicle will exceed the posted speed limit.
- 8.7 No Person will operate an unlicensed Vehicle or low powered Vehicle in the Campground which include but are not limited to electric bikes, mopeds and scooters, pocket bikes, minibikes, 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 Manager of Sunnyside Campground and Accommodations or Designate.
- 8.8 No person will park a Motor Vehicle or Vehicle in such a way as to impede the flow of traffic on any Highway, road, or laneway.
- 8.9 No Person will operate a Motor Vehicle or Vehicle within Sunnyside Campground that is not registered at the Sunnyside Gatehouse.

9 LIQUOR

No Person will consume liquor and/or alcoholic beverages or have open liquor and/or alcoholic beverages in their possession within all Public Areas, beaches, Campground Buildings, playgrounds, roadways, Highways, or green spaces. Fines will be levied per attendance.

10 AGE RESTRICTION

No Person under the age of 21 will be permitted to occupy any campsite unless accompanied by the Overnight Camper or Seasonal Camper, aged 21 years of age or older, who will remain responsible for all bylaw contraventions and Visitor and Guest actions on the site during the entirety of stay.

11 PETS

- 11.1 No Person will allow pet(s) to be unsecured or off leash.
- 11.2 No Person will leave pet(s) unattended.
- 11.3 No Person will allow pet(s) to repeatedly disturb the quiet enjoyment of Campers and 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 No Person will have pet(s) without ID tags including Owner or custodial contact information attached to collars.
- 11.5 No Seasonal Camper will have pet(s) without ID tags that include the registered campsite number(s).
- 11.6 No Person will allow pet(s) on the beaches, on the wharves, in the water, (except for in the dog swim areas) or in the playground areas.
- 11.7 No Person will leave pet feces anywhere in the Campground other than a garbage receptacle.
- 11.8 No Person will own, keep, or harbor any Dangerous Animal, snakes, lizards, or crocodilians within the Campground.

12 PLANTS AND TREES

- 12.1 No Person will:
 - (a) Cut, trim or damage plants and/or trees, including fallen trees;
 - (b) use nails, screws or any material which could damage a tree;
 - (c) 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 Manager of Sunnyside Campground and Accommodations or Designate; or
 - (d) place or store any planter or planting pots outside of the property pins of their seasonal camping site.
- 12.2 Violations will result in fines and may result in eviction.

13 ELECTRICITY

- 13.1 No Person will maintain lit lighting during daylight hours or when retiring for the night.
- 13.2 No Person will operate, or cause to allow to be operated, an air conditioner on a site not occupied for twelve (12) hours or more.
- 13.3 No Person will possess more than one string of Energy Efficient exterior lights, 15m/50' in length.
- 13.4 No Person will leave lights on overnight and/or when the site is not occupied.

- 13.5 No Person will have more than one Energy Efficient 5.0 cubic feet exterior refrigerator, per seasonal site, the refrigerator must be child-proofed with an appropriate locking device, it must display an Energy Guide rating sticker and Seasonal Campers must pay for a decal at time of registration which must be clearly displayed on the outside of the refrigerator.
- 13.6 No Person will possess freezers, electric ranges, and/or generators.
- 13.7 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 Person will open, alter, modify, or tamper with the electrical receptacle.
- 13.8 No Person will perform any electrical work within the Park, besides Cultus Lake Park Staff, without written permission from the CAO.
- 13.9 No Person will gain or block access to any electrical equipment, panels, enclosures, outlet boxes, etc.
- 13.10 No Person will use a splitter, break out / tap boxes to provide additional electrical usage points. The provided outlet is intended to feed the occupants RV directly.
- 13.11 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

No Person will:

- (a) 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;
- (b) solicit any recycling material from any other Person in the Campground; or
- (c) leave behind following departure any propane bottles (white and green) upon departure from the Campground. It is prohibited to deposit or discard any propane bottles anywhere in the Campground, including trash bins.

15 SITE CONDITION

No Overnight Camper or Seasonal Camper will allow their site to become Unsightly in the opinion of the Manager of Sunnyside Campground and Accommodations or Designate.

16 CAMPFIRES AND FIRE BANS

16.1 No Person will light or maintain an open burning wood fire in the Campground except on registered sites and are subject to the following conditions, and must:

- (a) Be in a container, apparatus or physical construct that can control the spread of the fire, such as the fire rings provided by the Campground;
- (b) not be left unattended, and an adult must be always present;
- (c) be a safe distance from any tree, building, Vehicle and combustible structure or any type of material that may be subject to combustion;
- (d) have flames lower than six (6) inches in height;
- (e) the only material permitted to be burned in fire pits, is untreated wood; and
- (f) not be outside of the permitted daily times of; 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.

16.2 No Person will use a Smoker Unit within the Campground.

16.3 No Person will use a propane, natural gas, Charcoal/Coal heater unit or a Barbeque on the wharves or the beach.

16.4 No Person will use charcoal, coal, or briquettes within the Public Areas of the Campground.

16.5 In the event of a Fire Ban all fire ban regulations must be strictly adhered to. Please refer to the current Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw and all amendments pertaining to fire bans within Cultus Lake Park.

17 SEASONAL OCCUPANCY

17.1 No Seasonal Camper will sublet, assign, or allow others to use their seasonal site and will be subject to fines and/or eviction.

17.2 Site Usage

- (a) No Person will have more than one (1) Recreational Vehicle unit plus one (1) tent for immediate family and as the seasonal site size permits in consideration of section 17.3 (b) of this Bylaw, below; or
- (b) Two (2) tents for immediate family only if no Recreational Vehicle unit is on site.

17.3 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 Manager of Sunnyside Campground and Accommodations.
- (e) 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.
- (f) 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 deposits are outlined in Schedule A of this Bylaw.

18 SITE SET-UP AND ALTERATIONS

- 18.1** No Person will set-up or alter a site without prior written approval from the Manager of Sunnyside Campground and Accommodations or designate and approvals must meet all bylaw requirements and expire at the end of each Season.
- 18.2** No Person will allow any site alterations outside the scope of the written approval and an onsite inspection by the Bylaw Compliance and Enforcement Officer and/or Park Staff may be required.
- 18.3** No Person will allow a Recreation Vehicle to be located on a seasonal site within two (2) feet of the roadway.
- 18.4** No Person will cause, build or permit a deck on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the deck must;
 - (a) remain within site boundaries;

- (b) be removed at the end of each Season; and
- (c) not be poured concrete and/or other permanent deck structures. Seasonal Campers decks that have been grandfathered in 2010 are deemed unsafe, by Park Staff, they will be removed, and the site will be brought back to its natural state.

18.5 No Person will cause, build or permit a shed on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and must:

- (a) Not exceed 4 feet wide x 8 feet long x 7 feet high;
- (b) be located within the site boundaries;
- (c) have a finished exterior; and
- (d) be used for the solely for storage.

18.6 No Person will store a utility trailer without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and must:

- (a) Not exceed 14 feet long;
- (b) be located within the site boundaries; and
- (c) be set back two (2) feet from the roadway.

18.7 No Person will hang, set, or make use of a tarp unless such tarp is:

- (a) Used as roof covering;
- (b) secured in a manner that will not harm or damage a tree; and
- (c) on a seasonal site, a color other than orange.

18.8 No Person will cause, build, or permit a fence on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate must abide by the following:

- (a) Not be a height greater than four (4) feet;
- (b) not be outside of the campsite property lines;
- (c) be setback two (2) feet from the roadway;
- (d) not be a picket fences with pointed tops; and
- (e) allow Persons from outside the campsite to be able to clearly see into the campsite without an obstructed view;

- (f) fencing contiguous to Campground washrooms may be solid and 6 feet tall; and
- (g) 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 (6) inches and a height of no greater than four (4) feet.

18.9 No Person will cause or permit a portable carport, Gazebo or metal structures to be unsecured and/or unanchored to the ground.

18.10 No Person will bring landscape or construction materials into the Campground without an approved Site Set-up / Alteration form signed by the Manager of Sunnyside Campground and Accommodations or Designate.

18.11 No Person will have more than the one (1) picnic table per site that is supplied by the Campground.

18.12 No Person will damage or alter in any way (including painting) the provided picnic table and any coverings protecting or attached to the table must be removed upon departure.

18.13 No Person will add any structure to or beside any Recreational Vehicle, travel Trailer or camper other than a deck.

18.14 No Person will add or build an accessory building or structure within the Campground unless approved by the Manager of Sunnyside Campground and Accommodations or Designate.

18.15 No Person will interfere with the operations of the Campground, including but not limited to, tampering with electrical, water, sewer, or site boundary lines.

19 SATELLITE DISH/ANTENNAE

19.1 No Person will install a Satellite dish within the perimeter of seasonal sites, without prior written permission from the Manager of Sunnyside Campground and Accommodations or Designate and such installation must not:

- (a) Extend beyond the seasonal site boundaries;
- (b) be attached to utility poles or the Campground structures;
- (c) have wiring cross over or under any roadway or pathway;
- (d) be attached to trees in such a way to harm the tree in any manner; and
- (e) remain in the Campground beyond October 15, annually.

20 DEPARTURE PROCEDURES

- 20.1 No Person will depart any campsite prior to:
 - (a) Cleaning the site;
 - (b) cleaning the fire pit;
 - (c) removing all ropes and other tying devices attached to trees; and
 - (d) removing all building materials, furniture, appliances, cement blocks, bricks, and any other large items.
- 20.2 No Person will leave any large items at or within the Campground waste removal bins.
- 20.3 A clean-up fee will be applied to Seasonal Campers whose site is not cleaned upon departure. The clean-up fee will be added as a site charge levied in the following year to the returning Seasonal Camper.
- 20.4 Departure time for seasonal camping is no later than 12:00 noon on September 30.
- 20.5 Departure time for day use camping sites is no later than 11:00 am on the date of check out.
- 20.6 Failure to comply with these procedures may jeopardize future site occupancy.

21. EVICTIONS

- 21.1 In the event an Overnight Camper or Seasonal Camper fails to abide by any section of this Bylaw, the Camper may (without any prior notice or warning) be subject to any of the following measures:
 - (a) In the case of a Seasonal Camper: eviction from the Campground and given forty-eight (48) hours' notice to remove all of their personal property. For a Seasonal Camper who is evicted, any refund for eviction 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 Camper prior to calculating the refund.
 - (b) In the case of an Overnight Camper, immediate eviction from the Campground and immediate removal of all their personal property.
- 21.2 Evictions pursuant to Section 21.1 of this Bylaw will be made at the sole discretion of the Manager of Sunnyside Campground, after consultation with the CAO.
- 21.3 A Seasonal Camper or Overnight Camper who has been evicted pursuant to Section 21.1 of this Bylaw will not, in any circumstance, be permitted back to the Campground for two (2) years after eviction and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground. If the Manager of Sunnyside Campground grants approval for an evicted Overnight Camper or

Commented [KH3]: As worded, evicted Seasonal Campers have 48 hours to leave. If you want them immediately evicted, with someone else responsible for removing their personal property within 48 hours, then I recommend rewording.

Commented [KH4]: Overnight Camper isn't defined. Suggest defining.

Commented [KH5]: I reworded this to be slightly more flexible, so that the Campground Manager or their Designate has the ultimate decision after consultation.

Note that "consultation" with the Manger and/or CAO must be followed.

Furthermore, despite the language "sole discretion", a Court may not be inclined to put much weight on that language given the nature of the parties (e.g. this isn't a commercial contract). Therefore, when carrying out evictions, I recommend the CLPB act in good faith, properly weigh all factors and evidence, and reach a reasoned and reasonable decision.

Commented [KH6]: Daily Camper isn't defined or used anywhere else. I suggest removing or defining (and make clear how they are different than an Overnight Camper).

Seasonal Camper to return to the Campground, the evicted Overnight Camper or Seasonal Camper, as applicable, will be placed on a wait list.

- 21.4 With respect to any eviction pursuant to this Section 21, the Person who are evicted are not entitled to any refunds, damages, or reimbursement for any costs or expenses whatsoever, known, or unknown, arising directly or indirectly from the eviction, provided that a Seasonal Camper is entitled to any refund set out in Section 21.1(a) of this Bylaw.

Commented [KH7]: CLPB to consider whether this should be included.

This new language will be difficult to enforce unless it is clearly brought to the Camper's attention (and perhaps requiring them to sign an acknowledgement/ waiver).

However, there is relatively little downside in including it, unless the CLPB is concerned about Campers reading this provision and then turning their minds to their legal rights.

22 SEASONAL NON-RENEWAL

- 22.1 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:

- (c) 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.
- (d) 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).
- (e) Causing a Nuisance during the past Season or any previous Seasons.
- (f) Abusive/disrespectful or threatening behavior or language towards Campground Staff.
- (g) Nonpayment of Campground fees, by the applicable deadline.

Commented [KH8]: CLPB to review. Consider qualifying with language such as "Causing ongoing or repeat Nuisance...", given that this is outside section 24.1(a) and therefore doesn't require multiple warnings and notice.

Commented [KH9]: This line may no longer be needed, given that "Nuisance" (above) covers abusive/ disrespectful behavior.

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

- 22.3 Occupants of sites that are subject to non-renewal will not be permitted back to the Campground for two (2) years and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground and the CAO.

23 FEES AND FINES

23.1 All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.

23.2 The amounts of all fees listed in Schedule A of this Bylaw are determined and set from time to time as follow:

- (a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of the *Act* to determine and publish, on an annual basis, the amount of each fee;
- (b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in the Cultus Lake Park Office stating the amount of each fee, and such Fee Notice will remain published in the Cultus Lake Park Office until such fee amounts are no longer in effect;
- (c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;
- (d) in determining any fee amounts pursuant to this Section 23.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:
 - (i) all costs to the Board of enforcing this Bylaw;
 - (ii) all costs to the Board in managing and maintaining Sunnyside Campground, including administration, infrastructure and security;
 - (iii) the most recently passed budget of the Board;
 - (iv) the financial circumstances of the Board;
 - (v) the best interests of the Board; and
 - (vi) the mandate of the Board;
- (e) the amount for each type of fee determined pursuant to Section 23.2 will not increase more than 20% year-over-year;
- (f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to the Cultus Lake Park Office, but in the event of a conflict or inconsistency between the Fee Notice published in the Cultus Lake Park Office and any other notice, the Fee Notice published in the Cultus Lake Park Office will prevail and govern; and
- (g) if no Fee Notice is published by the Chief Financial Officer by the deadline set out in Section 23.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

23.3 Each occurrence or day that a contravention of a provision of this Bylaw exists or is permitted to exist will constitute a separate offence.

23.4 All outstanding fees and fines must be paid in full before renewal or bookings are permitted.

24 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.

25 REPEAL

Cultus Lake Park Sunnyside Campground Bylaw No. 1188, 2021 and all amendments are repealed upon adoption.

26 EFFECTIVE DATE

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

READ A FIRST TIME THIS 15th DAY OF DECEMBER, 2021

READ A SECOND TIME THIS 15th DAY OF DECEMBER, 2021

READ A THIRD TIME THIS 15th DAY OF DECEMBER, 2021

ADOPTED this 22nd day of DECEMBER, 2021



David Renwick, Chair
Cultus Lake Park Board



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. 1205, 2021



Chief Administrative Officer

SCHEDULE A: FEES

All Sunnyside Campground Registered and/or Seasonal Campers are subject to the types of fees set out in Table 1, Table 2 and Table 3 below. The amount of each type of fee will be determined from time to time in accordance with Section 23.2 of this Bylaw.

TABLE 1 of SCHEDULE A SEASONAL SITE FEES		
No.	Fee Type	Fee Sub-types
1.	Seasonal site	Regular View Waterfront
2.	Seasonal Site Deposit	Not Applicable
3.	Seasonal non-refundable prepayment	Not Applicable
4.	Seasonal waitlist	Not Applicable
5.	Seasonal Infrastructure Fee	Not Applicable
6.	Seasonal Daily Late Payment Fee	Not Applicable
7.	Seasonal Site Extension Fee	
8.	Annual on site refrigerator fee	Up to 5.0 cu ft Over 5.0 cu ft
9.	Extra seasonal parking spot and/or boat storage	Not Applicable
10.	Extra Seasonal Vehicle Pass (max 2)	Not Applicable
11.	Late night entry key card deposit	Not Applicable
12.	Late night entry key card fee for lost, stolen or damaged cards	Not Applicable
13.	Cost of rectifying non-approved site alterations	Not Applicable
14.	Cost of removal of unauthorized items disposed of	Not Applicable
15.	Cost of removal of unsecured items left after departure	Not Applicable
16.	Cost of replacement tree due to willful damage	Not Applicable
17.	Cost of seasonal site clean-up	Not Applicable

TABLE 2 of SCHEDULE A OVERNIGHT SITE FEES		
No.	Fee Type	Fee Sub-types
1.	Full hookup – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season

		Friday and Saturday – high Season Long weekend – high Season
2.	Full hookup – Monthly	Low Season - April, May, June, and September
3.	Tenting – regular – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
4.	Tenting – view – daily	Sunday through Thursday - low Season Friday and Saturday – low season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
5.	Tenting – waterfront – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
6.	Tenting – preferred beachfront sites A, B, C and D – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
7.	Tenting – double site – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
8.	Group site overnight	Low Season High Season
9.	Group site day use	Low Season High Season

**TABLE 3 of SCHEDULE A
ADDITIONAL FEES**

No.	Fee Type	Fee Sub-types
-----	----------	---------------

1.	Reservation fee	Not Applicable
2.	Administration fee	Not Applicable
3.	Telephone reservation fee	Not Applicable
4.	Online Booking Fee	Not Applicable
5.	Cancellation fee	If cancelled more than 7 days prior to arrival If cancelled within 7 days of arrival
6.	WIFI fee	1 Day Pass 2 Day Pass 3 Day Pass 7 Day Pass Seasonal Pass
7.	Extra Adult, Nightly (no Vehicle)	Not Applicable
8.	Extra Overnight Vehicle, Nightly	Not Applicable
9.	Pet with Overnight Camper, Nightly Per Pet	Not Applicable
10.	Day Visitor, Daily Per Vehicle	Not Applicable
11.	Picnic fee	Low Season
12.	Sani-dump non-camper	Not Applicable
13.	Boat charge	Seasonal camper Overnight camper Visitor
14.	Buoy rental	Weekly Daily
15.	Buoy Cancellation Fee, Daily	Not Applicable