

Rules and Regulations and Restrictions in Use

Definitions.

- (a) "access card" means the access cards used to operate the gates to the camping area.
 - (b) "Board" shall mean the board of directors of the Corporation.
 - (c) "camping area" means that portion of the campground located inside the security gates.
 - (d) "campground" means the individual condominium units and common property of the Corporation.
 - (e) "Conservation Areas" means the common property of the Corporation with natural forest cover.
 - (f) "Developer" means Deep Woods RV Campground Development Corp.
 - (g) "occupant" means a person present in or on a unit or in or on the real or personal property of the Corporation or the common property with the permission of an Owner.
 - (h) "Owner" includes a tenant.
 - (i) "recreational vehicle" means a recreational vehicle (such as a trailer or 5th wheel), park model trailer or park model RV which is used as a Dwelling (as defined in the RM of Hoodoo Bylaw, as the same may be amended from time to time) for a unit.
 - (j) "storage compound" means the fenced storage compound on the common property.
- (2) **Compliance.** In addition to complying with these Bylaws and any applicable Municipal, Federal, and Provincial legislation or regulations, each Owner and occupant shall specifically comply with all applicable provisions of the RM of Hoodoo Bylaws, as amended from time to time. A breach of any of the Bylaws by an Owner or an occupant of an Owner shall be considered a breach of the Bylaws by such Owner and will result in the provisions of Part XII of these Bylaws applying. The Board may, at its discretion and where applicable, give an Owner up to thirty (30) days to comply with any of the Bylaws listed in this section 37.
- (3) **General Bylaws.** Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
- (a) These Bylaws, and the Rules and Regulations of the Corporation, are designed to ensure a pleasant and safe campground experience for all Owners and their families as well as to protect the aesthetic appearance and to enhance the value of the campground. Any act or deed shall be considered a nuisance if it interferes with the peaceful and proper enjoyment of the campground by other Owners, other Owner's families, and other Owner's guests.
 - (b) These Bylaws are non-exhaustive and the lack of a rule prohibiting a particular action or matter does not necessarily mean that such action or matter is acceptable. Any matter or action not considered in these Bylaws must be confirmed on a case-by-case basis with the Board before being undertaken.

- (c) Each Owner and occupant is expected to be respectful to other Owners and occupants, and to other Owner's units, including, but not limited to:
 - (i) limiting the amount of noise each Owner and occupant makes to levels that do not disturb other Owners or occupants;
 - (ii) driving all-terrain vehicles and golf carts in a respectful manner, particularly during quiet hours; and
 - (ii) addressing other Owners or occupants in a respectful manner.
- (d) Any Owner who has a recreational vehicle, construction materials or water delivered, or arranges for the services of a sewage disposal truck, tree removal or any other service or delivery is responsible for any damage to the campground, including the entry security gates, caused by the driver of the delivery or service vehicle.
- (e) Each Owner uses the campground, including the common property, his/her own unit, and all other units, and all items, locations, and other matters located on or in the campground, at his/her own risk, and each Owner is liable for any and all loss or damage the Owner may cause by their action or inaction on or in the campground.
- (f) Each Owner is liable for all actions of their occupants, which, for greater clarity, includes the children of each Owner.
- (g) Children are to be supervised at all times. The use of any play structures in the campground is at the Owners and their occupants own risk.
- (h) Maintenance fees/Condominium fees are set to cover unit's proportionate share of the costs related to operating the campground. The costs to run the campground include, but are not limited to, liability and other insurance, SaskWater usage, maintenance, garbage collection, grounds keeping and a contingency fund. Each Owner will be billed by the RM of Hoodoo #401 for property taxes on their unit and their undivided proportionate share of the common property. Each unit has a dedicated electrical meter and each will be billed separately for electrical consumption annually. The bill for the electrical consumption will be included on the invoice for the amount of the common expenses fund, unless special circumstances require billing separately. All amounts required for the common expenses fund and the reserve fund contributions are payable by each Owner within 30 days of the date of each invoice.
- (i) The Developer will pay for each unsold unit:
 - (i) the amount of \$50.00 as the common expense fund for such unit, which, starting in September, 2024, will be adjusted by the percentage increase made to the amount of the common expenses fund paid by the other owners; plus
 - (ii) the amount set by the Board for the annual contribution to the reserve fund,

each year until such time as the unit is sold. In addition:

 - (iii) in the event that the Developer rents an unsold unit, the Developer will pay the full amount payable for the common expenses fund for that year to be calculated based on the period from May 1st to September 30th, pro-rated for the period of time rented;

- (iv) in the event the Developer sells an unsold unit for which \$50 has been paid for common expense fund, the Developer will pay the full amount payable for the common expenses fund for that year, pro-rated to be calculated over the period from May 1st to September 30th.

(4) Unit Bylaws. Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:

- (a) Each Owner is responsible for maintaining the grass area and garden area, if any, of their unit. Each Owner shall maintain a neat campground area, as it is important to maintain neatness and cleanliness of the units and the common property. Dead trees and shrubs can be removed from a unit without a permit, however, a permit must be obtained from the Board prior to removal of live trees and shrubs, which may be granted or denied in the sole discretion of the Board. No clearcutting of units is allowed.
- (b) All Conservation Areas are to be retained in their natural state. For greater clarity, no Owner or occupant shall cut or remove any trees from any Conservation Area.
- (c) Quiet time shall be maintained from 11 p.m. until 8 a.m. daily, which for greater clarity shall include, but is not limited to, the operation of golfcarts and all-terrain vehicles in the campground and the swim pond and the playground. From 8 a.m. to 11 p.m. daily, noise levels shall be kept at a reasonable level, which for greater clarity means such a level as to not disturb any Owners or occupants. For special events, the late time can be extended to 2 a.m. for such event only, provided that a permit has been obtained from the Board prior to the date of the special event, which must be applied for a minimum of two weeks prior to the event, and which may be approved or denied in the sole discretion of the of the Board.
- (d) All signage in the campground is there for important safety and information purposes and is to be strictly adhered to. The speed limit in the camping area is 10 kph and on the roadways outside the camping area is 30 kph. Speed limits are posted throughout the campground and are to be followed by all operators of motor vehicles and all-terrain vehicles.
- (e) The camping area is accessed via security gates which are opened by access cards. A maximum of two access cards will be provided for each unit free of charge. Lost and non-functioning access cards can be replaced at an Owner's expense.
- (f) Annual fees are due within 30 days of billing. Failure to pay the annual fees prior to the beginning of the campground season will result in the access cards being cancelled and the shutting off of its electrical supply until payment is received.
- (g) Only household garbage is to be deposited in the supplied garbage receptacles. Construction debris or other refuse is to be disposed of by the applicable Owner at the municipal dump or recycling centre in the Town of Wakaw.
- (h) No fireworks may be set off in any unit. Fireworks may be set off in the common areas on the following designated dates and times (or such other days as may be determined by the Board in their sole discretion): On Canada Day between 9 p.m. and 11:30 p.m. and on Saskatchewan Day between 8 p.m. and 11:00 p.m.
- (i) Tarp covers are not allowed as covering on any unit, which includes a tarp being used to cover any material on the unit or a tarp being used as a privacy screen. Coverall structures are not permitted on any unit.

- (j) All fire pits located on a unit, or anywhere on the campground, must have an insulating base of 15 cm of gravel, concrete or brick.
 - (k) Owners who wish to protect tires from the sun are required to use tasteful tire covers. Unpainted plywood or plastic tarps are not permitted.
 - (l) No guns, including air powered guns, can be discharged in the campground.
 - (m) The consumption of alcohol or marijuana, in any form or in any manner whatsoever, on any common property is prohibited.
 - (n) The cultivation of marijuana on or in any unit or on the common property is prohibited.
- (5) Recreational Vehicles and Use of Units. Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
- (a) A recreational vehicle is any motor vehicle or trailer that includes living quarters designed for accommodation, whether such vehicle was originally designed to include living quarters or later modified to include living quarters, but not including any tent trailers or converted buses. All usage of recreational vehicles in the campground must comply with the following:
 - (i) Each unit is permitted to have a maximum of one recreational vehicle on it, provided however, that no recreational unit may be placed on a unit without the approval of the Board, such approval not to be unreasonably withheld;
 - (ii) No recreational vehicle may remain on a unit if its axles and/or wheels have been removed. In other words, no recreational vehicle may be made permanent;
 - (iii) Each recreational vehicle is required to be connected to the sewage/wastewater storage tank with an industry accepted hose or pipe that is properly sealed at the tank inlet;
 - (iv) Each recreational vehicle shall connect to electrical service using standard recreational vehicle power cords. No recreational vehicles shall be hardwired into electrical service; and
 - (v) Except as indicated below, each approved recreational vehicle must be situated on an Owner's unit in accordance with the requirements of the RM of Hoodoo Bylaws, as the same may be amended from time to time. The only exceptions to the foregoing are with regard to the rear yards of recreational vehicles on units 27 and 28 which, instead of complying with the RM of Hoodoo Bylaws, as the same may be amended from time to time, must have a minimum rear yard of 3.58 metres.
 - (b) Each unit shall have at least one vehicle parking space. Each Owner shall ensure that neither they, nor any occupant of such Owner's unit, does not park on any roadways in the campground, as parking is not allowed on the roadways in the campground. Each Owner acknowledges that there are two guest parking areas for guests of Owners, if such Owners' units do not accommodate off street parking for the guests' vehicle.
 - (c) Each unit is allocated one storage space in the storage compound. The storage space is subject to the following requirements:
 - (i) Such storage space may be used to store items not otherwise permitted in the camping area.

- (ii) No boats, trailers, or car dollies are permitted in the camping area. If an Owner has a boat, trailer, and/or car dolly, such items may be stored in the Owner's aforementioned storage space in the storage compound.
 - (iii) One key to the storage compound will be provided for each unit.
 - (iv) Only Owners are allowed to have keys to the storage compound.
- (6) Short-Term Rentals. Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) The campground has been designated as a long-term campground. As such, and in accordance with the RM of Hoodoo Bylaws, as the same may be amended from time to time, the short-term rental of units by Owners is prohibited. A "short-term rental" is considered any arrangement between an Owner of a unit and any other person where the Owner receives compensation and the other person is granted permission by the Owner to use such Owner's unit for a period of time shorter than the annual operational period of the campground.
 - (b) Each Owner is responsible for any damage caused by an occupant of their unit and will be charged accordingly.
 - (c) Each Owner who rents his/her/their unit will, prior to the occupant moving into the Owner's unit, pay to the Corporation a damage deposit in the amount set by the Board from time to time, the amount of such damage deposit to be based on comparable rental spaces in Saskatchewan.
 - (d) An Owner who rents his/her/their unit will notify the Board in writing of the names and contact information of the renter and of the term of such rental. Such Owner will provide the renter with a copy of the bylaws and will ensure that the renter is, in particular, aware of the requirements of this section 37 of the bylaws.
- (7) Accessory Buildings: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) A maximum of two accessory structures are allowed per unit and all such structures must comply with the RM of Hoodoo Bylaws, as the same may be amended from time to time, which includes requirements on, but is not limited to, such matters as attachments and yard sizes.
 - (b) Bunkhouses are allowed only if permitted by the RM of Hoodoo Bylaws, as the same may be amended from time to time, and, if permitted, must be constructed, and must be located on the unit, in accordance with the RM of Hoodoo Bylaws, as the same may be amended from time to time.
- (8) Decks, Patios, and Fences: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) All decks and patios must comply with the RM of Hoodoo Bylaws, as the same may be amended from time to time, which includes requirements on, but is not limited to, grading, sizing, and setbacks.

- (b) Individual units can have chain link fences with screening slots for privacy, provided that the maximum height of any fence cannot exceed 1.8 metres. Fences containing any wood products or constructed from other materials are not allowed.
- (9) Utilities and Water: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) Water will not be turned on until after thawing of the frozen ground and will be turned off before frost damage danger, such times to be determined by the Board in its sole and unfettered discretion.
 - (b) Electrical service to the common areas will be discontinued after October 31st in each year. Electrical services to the units will continue year-round.
 - (c) Watering of trees, grass, shrubs and plants on a unit is not allowed with sprinkler systems. Such watering is only allowed with hand-held and targeted lawn sprinklers in order to conserve water.
 - (d) Washing of motor vehicles is not allowed on the campground.
 - (e) Notwithstanding the foregoing, each Owner may pressure wash their recreational vehicle once per year, providing such power wash does not occur on a weekend.
 - (f) Hot tubs or pools may only be installed in accordance with the RM of Hoodoo Bylaws, as the same may be amended from time to time.
 - (g) Hot tubs and pools, if permitted in accordance with the RM of Hoodoo Bylaws, as the same may be amended from time to time, cannot be filled from the campground water supply, but must be filled by a water haul supply truck. Further, the water from any swimming pool or hot tub shall not be discharged into any watercourse or waterbody, where discharge would negatively impact any ground or surface waters, or where discharged water would leave the boundaries of the unit. Such water may be discharged into the septic tank for the unit.
- (10) Boat Launch and Docks: Each Owner acknowledges that all matters concerning water ways, be it shorelines, lakes, rivers, ponds, etc., are subject to the rules and regulations imposed by the Saskatchewan Water Security Agency. This includes, but is not limited to, the installation of any docks or boat launches, or the usage of the shorelines by the general public and similar matters. Any Owner that elects to install a boat launch or dock without obtaining the appropriate permits from the Saskatchewan Water Security Agency and/or the RM of Hoodoo No. 401, as applicable, does so at their own risk, which may include significant fines. In addition to the foregoing, boats with motors of 40 hp and all jet ski/personal watercraft are not allowed to use the Corporation's boat launch.
- (11) Pets: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) Pets are to be kept leashed inside the unit's boundary, if the unit is unfenced, and on all common property except areas designated as "off leash" areas. Each Owner who owns a pet is deemed responsible for the conduct of their pets. Droppings are to be picked up and properly disposed of.

- (b) Pets shall not be left outside unattended or permitted to become a nuisance due to loud and continuous barking either inside or outside of a recreational vehicle located on a unit.
- (12) Street Lighting: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) Some of the poles for street lighting are not located on the common property. Some are located inside unit boundaries and those Owners are required to allow access by the Corporation and its agents to these poles for maintenance purposes.
 - (b) Owners are prohibited from attaching any personal items (i.e. signs, birdhouses) or equipment (i.e. internet and other media equipment) to the light poles regardless of the pole location.
 - (c) Any such additions will be removed at the Owner's cost.
 - (d) Electricity to the light poles cannot be used to power any Owner's personal items or equipment.
- (13) "For Sale" Signs: Each Owner acknowledges and shall comply with the following, and shall require each of their occupants to comply with the following:
 - (a) Unless approved by the Board, only one "For Sale" sign can be placed at the front of a recreational vehicle within the unit and a second sign can be placed on the campground bulletin board. No other for sale signs are allowed. No signs shall be placed along the grid road.
 - (b) The "For Sale" signs will be professional realtor signs or "For Sale By Owner" signs which are obtained from the Corporation.
 - (c) Unless approved by the Board, only "For Sale By Owner" signs obtained from the Corporation can be used. A deposit is required for such signs, a portion of which will be refunded upon return of the sign to the Corporation.
- (14) ATV's, Golfcarts, and Bicycles:
 - (a) For the purposes of these Bylaws, an "all-terrain vehicle " is any self-propelled vehicle that is designed primarily for the movement of people or goods on unprepared surfaces and has wheels in contact with the ground, including, but not limited to, quads, motorbikes, mini-bikes, dirt bikes, mini-motorized vehicles for kids, and all-terrain vehicles. For the purposes of these Bylaws, a "golfcart" is any self-propelled vehicle with three or more wheels that was originally designed to carry golfers and their equipment through golf courses, regardless of subsequent modification. All operations of golfcarts and all-terrain vehicles in the campground must comply with the follow:
 - (i) Golfcarts and all-terrain vehicles may be used on camping area roads but may not on the Shoreline Trail. Only maintenance vehicles are permitted on the Shoreline Trail;
 - (ii) Golfcarts and all-terrain vehicles are only allowed on the roadways in the camping area.

- (iii) Golfcarts and all-terrain vehicles must enter and exit the camping area at the exit nearest the Owner's unit;
- (iv) Golfcarts and all-terrain vehicles must comply and adhere to all speed limits in the campground;
- (v) If a golfcart or all-terrain vehicle is going to be used at night (which for greater clarity means the time frame from 30 minutes before sunset on one day to 30 minutes after sunrise on the immediately following day), such vehicle must be equipped with proper lighting. Proper lighting will be considered lighting:
 - A. That is permanently affixed to the golfcart or all-terrain vehicle, for example, headlights. For greater clarity, a hand held flashlight shall not satisfy this requirement; and
 - B. Sufficient for the driver of the golfcart or all-terrain vehicle to see the ground 8.0 metres in front of the golfcart or all-terrain vehicle by way of the light of the light source.
- (vi) All-terrain vehicles may only be operated by:
 - A. individuals with a valid driver's license; or
 - B. if the individual is 12 years of age or older but under the age of 16, by such individual provided they are accompanied by an individual with a valid driver's license;

In no circumstances shall any individual under the age of 12 operate an all-terrain vehicle in the campground. Any driver that appears to be under the age of 16 and any passenger where the driver appears to be under the age of 16, at the discretion of the person checking, may be asked to provide proof of age. A failure to provide adequate proof of age (government issued identification) will be considered a breach of these Bylaws.

- (vii) All golfcarts and all-terrain vehicles must be registered with the Board, including the VIN or serial number, if available, and a sufficient description to distinguish such golfcart or all-terrain vehicle from other golfcarts and all-terrain vehicles. Each golfcart and all-terrain vehicle must display, on a prominent location on the golfcart or all-terrain vehicle, the unit number of the Owner or occupant the golfcart or all-terrain vehicle is registered to.
- (viii) All golfcarts and all-terrain vehicles must comply with The All Terrain Vehicles Act (Saskatchewan) and The Traffic Safety Act (Saskatchewan); and

- (b) All bicycles used in the campground are required to have front and rear reflectors.

39. RM HOODOO #401 BUILDING AND PLACEMENT OF IMPROVEMENTS RESTRICTIONS

a). Yard Requirements

- Front Yard- minimum 3.0 meters (10 ft) from boundary
- Side yard- minimum 0.91 meters (3ft) and shall be 4.5 meters from any other RV measured from any fully extended slide out. Park models Minimum 1,52 meters (5ft).
- Rear yard- minimum 3.0 meters 10 ft)
- Site coverage Maximum of 55%

b). Decks

- Maximum 1.0 m (3.28 ft) above grade
- Maximum width of 3.6 m (12 ft).
- Cannot be longer than the length of the RV unit
- All decks must maintain a setback of 1.52 m (5 ft) from the site boundary.
- Roof structures for shade or rain cover are allowed
- Maximum height of roof cover is 3.65m (12 ft)
- Cannot be enclosed with framing or screening.

c). Sheds

- maximum of TWO with each to have a maximum floor area of 9.29 sq meters (100 sq)
- Front Yard 3.0 m (10 ft), Side Yard 1.5 m (5 ft), rear yard 1.5 m (5 ft)
- Maximum height not to exceed 3.65 m (12 ft).

d.) Fences

- Maximum height of 1.8m (6 ft) and shall not be wooden fences.

e). RM permit is required before placement of RV unit or replacement of an RV unit on a lot.

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