



# Buffalo Ridge

## RESORT

Rules and Regulations

Buffalo Ridge Resort

Effective: 2021 Season

## **RULES AND REGULATIONS OF BUFFALO RIDGE RESORT ORGANIZED AS A NON-PROFIT MEMBERS' ORGANIZATION**

IN ADDITION TO THE TERMS AND CONDITIONS BINDING ON THE MEMBERS OF BUFFALO RIDGE RESORT OWNER CORP., AS SET OUT IN THE BYLAWS, THE MEMBERS HAVE AMENDED THESE RULES AND REGULATIONS REGARDING THEIR MEMBERSHIP RESPONSIBILITIES AND EXCLUSIVE USE TO THE LANDS.

AS AMENDED FROM TIME TO TIME, THE FOLLOWING RULES AND REGULATIONS ARE WITHOUT PREJUDICE AND EFFECTIVE JANUARY 1, 2017 AND ARE FOR THE BENEFIT OF THE OVERALL APPEARANCE AND VALUE OF THE LANDS AND CORPORATION. ALL MEMBERS, RENTERS AND VISITORS ARE REQUIRED TO COMPLY WITH THE RULES AND REGULATIONS. THE RESORT IS DESIGNED FOR SEASONAL USE OF RECREATIONAL VEHICLES ON DESIGNATED RV SITES.

THE FOLLOWING RULES AND REGULATIONS ARE TO BE STRICTLY ADHERED TO AND ARE DESIGNED TO ENSURE A FAIR, SAFE AND PLEASANT ENVIRONMENT TO PROTECT ALL BUFFALO RIDGE RESORT MEMBERS' INTERESTS AT LARGE.

PLEASE ENSURE YOU READ AND UNDERSTAND THESE RULES AND REGULATIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE RESORT MANAGER OR BOARD OF DIRECTORS.

HAPPY CAMPING!

## SECTION 1 GENERAL

### 1.1 Definitions

"Act" means The Non-Profit Corporations Act (Saskatchewan), as amended or replaced from time to time or any statute or statutes passed in substitution therefore, together with all regulations made from time to time under the Act.

"Corporation" means Buffalo Ridge Resort Owners Corp.

"Bylaws" mean the Bylaws of the Corporation.

"Development Project" means improvements to any RV Site or Lands.

"Directors", "Board" and "Board of Directors" mean the directors of the Corporation for the time being.

"Dwelling" means any Recreational Vehicle designed to accommodate and foster the residential needs of Members for their seasonal comfort and use.

"Lands" means the legal land location NW 26-19-26 W2.

"Lessee" means a person occupying a RV Site on a short-term basis while not having a Membership Interest in the Corporation but adhering to these rules and regulations.

"Manager" means an individual or corporation appointed by the Board having authority as delegated by the Board from time to time.

"Member" means a person(s) having a share or membership interest in the Corporation.

"Membership Fees" means any annual or monthly fees, regular or special, due by the Members of the Corporation, as determined by the Board from time to time.

"Membership Interest" means the rights, privileges, restrictions and conditions conferred or imposed on, of a Member of the Corporation.

"Motorized RV" means an RV built on or as an integral part of a self-propelled motor vehicle chassis, combining transportation and living quarters in one unit. Three classes of Motorized RV (Motorhome) exist; Class A, the largest of the motorized RVs, is a luxury motorhome unit entirely constructed on a bare, specially designed motor vehicle chassis; Class B, is generally referred to as a Camper Van. This unit is built using a conventional van to which a raised roof is added and; Class C, sometimes referred to as a mini-motorhome, a unit built on an automotive manufactured chassis with an attached van cab section.

"Park Model RV" means a structure available in two different classes: the Park Model Trailer 102 which is built to RV specifications, the CSA Z-240 Standard, or the Park Model Recreational Unit, which is designed for seasonal use, generally in just one location, and built as a 540 (or less) square foot 'lake home' to the CSA Z-241 Standard.

"Recreational Common Area" means all buildings, common facilities and grounds managed by the Corporation and used for recreational activities and events, excluding individual RV

"Recreational Vehicle" or "RV" means a structure designed to provide temporary living accommodation for travel, vacation, or recreational use, and to be driven, towed or transported. Recreational Vehicles are classified into three types; Motorized, Towable and Park Models. Recreational vehicle should display Twin Seals of Quality and Excellence. They are your indication that the manufacturers' procedures and components meet the requirements of the CAN/CSA Z-240 Standard for RVs or the CAN/CSA Z-241 Standard for Park Model Recreational Units. These Standards cover electrical requirements and appliances, gas stipulations, plumbing services and vehicular safety.

"Recreational Facility" means a structure for recreational use.

"Renter" means a person occupying a RV Site on a short-term basis while not having a Membership interest in the corporation but adhering to these rules and regulations.

"Resort" means the Buffalo Ridge Resort, or legal entity meaning the same entity.

"RV Site" means a surveyed portion of the Lands to which a Member has an interest in the land and exclusive use granted by the Corporation.

"Security Interest" means the security interest that a Member must grant to the Corporation in its RV Site and the personal property situated thereon as a general and continuing security for the payment of annual Membership Fees and fulfillment of membership obligations, in accordance with the Bylaws of the Corporation.

"Towable RV" means an RV designed to be towed by a motorized vehicle (car, van or pickup truck) and is of such size and weight as not to require a special highway movement permit. Towable RVs do not require permanent on-site hook-ups.

"Visitor" means a person visiting the RV Site of a Member, including but not limited to contractors retained by the Member.

## **1.2 Registered Ownership Interest**

Within two (2) weeks of becoming a Member, a Member must provide the Board of Directors with copies of their registered ownership interest in the Lands, copies of the registered Security Interest in favor of the Corporation, a contact telephone number, email address and mailing address. **The new Member will be responsible for any outstanding monies owing and/or deficiencies pertaining to the RV Site as of the time of becoming a Member.**

## **1.3 Compliance**

Members and Visitors shall comply with the Bylaws and Rules and Regulations of the corporation. Non-compliance with Rules and Regulations will result in a fine of up to \$5000.00, payable within 30 days. Failure to pay any imposed fine within 30 days will result in immediate loss of services (water, power & access) and fines will be added to annual membership fees. Complaints regarding non-compliance can be mailed or emailed to the manager or board of directors, so the board may investigate. The process of action for the first step is to mediate between all parties and if not rectified at this step, and in the case of violation, notify the Property Manager (enforcing body) to instruct what action is to be taken for non-compliance. Anonymous or unsubstantiated complaints will be ignored. **Damage to, abuse of, or unauthorized alterations to Corporation property may result in immediate loss of water and electrical services.**

## **1.4 Non-Payment of Membership Fees and Taxes**

Annual Membership Fees (corporate operating costs and any assessed building and surface land taxes) must be paid in full, or arrangements made for payment satisfactory to the Board, **prior to services being turned on**, and are due March 31st of each year or as the Board shall determine. Membership Fees will be invoiced to the exclusive use of member no less than thirty (30) days prior to the due date. Late payment of Membership Fees will result in an additional charges and fines as per Bylaws. The Board retains the right to withhold privileges, register an interest based on a lien and other

general or specific Security Interests against a Member who defaults in the payment of Membership Fees as prescribed by the Bylaws of the Corporation, enforceable through the Exclusive Use Agreement.

#### **1.5 Amendments to Rules and Regulations**

**The Board may make changes to the Rules and Regulations from time to time which it deems to be in the best interests of the Membership. As required, changes or modifications to the Rules and Regulations will be determined for continuation, amendment or removal by The Board. The Membership at large will be notified of any change of the Rules and Regulations via electronic communications and or regular postal service. The current Rules and Regulations will be posted on the Buffalo Ridge Resort website.**

#### **1.6 Governmental Authorities**

Members agree to adhere to all prevailing laws of the Governmental Authorities, including municipal bylaws, federal statutes, provincial legislation, regulations and common laws, in addition to the Bylaws, Rules and Regulations and Articles of the Corporation.

#### **1.7 Prevailing Law**

In the event there is a discrepancy between these Rules and Regulations and the applicable laws of the Governmental Authorities including municipal bylaws, federal statutes, provincial legislation, regulations and common laws, such applicable laws shall prevail.

#### **1.8 Vicarious Liability**

Members are responsible for all Visitors working on, occupying or visiting their RV Site, or using any portion of their RV Site. All Visitors shall be bound by these Rules and Regulations.

#### **1.9 Indemnification**

The Corporation bears no responsibility for loss or damage to any person or property caused by or associated with the actions of a Member or their Visitor. Members and their Visitors agree to indemnify and save harmless the Corporation, its employees, representatives, officers and agents from any and all claims relating to damage caused by or associated with the actions of members and visitors.

### **SECTION 2 NOISE AND AIR POLLUTION**

#### **2.1 Nuisance**

An act or deed of any kind or nature shall be considered a nuisance if it interferes with the peaceful and proper use and enjoyment of the resort.

## **2.2 Quiet Time**

Quiet time shall be from midnight to 8:00 a.m. During this time, excessive; noise, loud volumes, musical instruments, radios, other devices for playing and listening to music, rowdy behavior, and activities generally disturbing other Members and visitors are strictly prohibited. All volumes shall be constrained to a reasonable and respectful volume at all times.

## **2.3 Excessive Fumes**

Excessive smoke, pollutants and emissions of fumes from vehicle exhausts, including but not limited to generators, combustion engines and vehicle engines that may or will cause a nuisance to Members and Visitors are strictly prohibited at all times.

## **SECTION 3 PETS**

### **3.1 Control and Supervision**

Members' pets shall be under their direct control, supervision and liable for any mischief or damages. While in common areas, all pets shall be on a leash capable of maintaining control of the animal.

### **3.2 Disposal of Droppings**

Pet owners shall pick up and dispose of all droppings.

### **3.3 Nuisance**

Dogs left unattended and barking shall be considered a nuisance and may be subject to fines set in place by the BRROC.

## **SECTION 4 WASTE REMOVAL**

### **4.1 Household Refuse**

Only household refuse and rubbish shall be disposed of in tied garbage bags and placed in garbage bins provided. All garbage that is not household or cannot be bagged shall be hauled by the Member to the landfill at his or her own expense.

### **4.2 Septic Services**

Septic services are provided on to all members on a shared basis. Joint expenses will be paid for with annual dues. Only appropriate material shall be placed into the septic system

## **SECTION 5 FIRES**

### **5.1 Fire Pits**

Campfires and/or burning of natural materials shall be strictly limited to fire pits or Chimenea (a freestanding front-loading fireplace or oven with a bulbous body and usually a vertical smoke vent or chimney).

### **5.2 Gas Fires**

Gas grills and gas campfire burners shall be permitted, provided the same shall have legs and be free-standing.

### **5.3 Duty of Care**

Members are responsible for all fires on their RV Site, and must take all reasonable steps to ensure fires are maintained and attended to in a safe manner. Members must never leave a fire unattended

### **5.4 Fire Prevention**

Members are encouraged to possess and maintain two (2) 2lb or one (1) 5lb Tested and Certified ABC Fire Extinguisher(s) to protect life and property.

### **5.5 Fireworks**

As this is a campground with neighbors in close proximity, the ignition of fireworks is not permitted.

## **SECTION 6 SOLICITATION**

### **6.1 Commercial Activities**

Solicitation for, or the operation of any commercial activity apart from Buffalo Ridge Resort business is strictly prohibited.

## **SECTION 7 SMOKING**

### **7.1 Common Buildings**

Smoking of tobacco or other substances is prohibited in any common buildings.

## **SECTION 8 LIGHTS AND ELECTRICAL WORK**

### **8.1 Approval**

The performances of any electrical work from supply transformer (source) to the point of disconnect or circuit breaker through to the RV Site service receptacle shall be the responsibility of the Resort. Any work past the RV Site service receptacle on any RV Site shall be the responsibility of that Member. **All electrical work must be reported in writing to PBCOC Board and member must obtain proper electrical permits.**

### **8.2 Fixtures**

Items that are affixed to the Lands in a permanent or semi-permanent fashion are deemed to become part of the Lands and will pass with the Lands upon the sale or transfer of interest in the RV Site with respect to any remediation agreement. The resort is not responsible for damage to such fixtures by mowing or routine maintenance. The Resort encourages and recommends the use of low voltage lighting and low voltage replacement bulbs, LED lighting, tube lighting and solar lighting. Such lighting should be controlled by photo cell, motion sensor or timer to help decrease total overall electrical consumption.

## **SECTION 9 WATERFRONT / BEACH**

### **9.1 Supervision**

The waterfront/public beach is not owned, controlled or supervised by the Resort. Members and Visitors using the public beach shall do so at their own risk.



## **SECTION 10 SITE LEASE AND RENTAL AGREEMENTS**

### **10.1 RV Site Lease / Rental Agreements**

Lease and rental agreements shall be between Southern Shore Developments and the lessee or renter who shall be responsible for the terms and costs in that agreement. Southern Shore Developments delegates enforcement of the Rules and Regulations and Site Standards of the Buffalo Ridge Owners Corporation to the BRROC's board of directors.

The BRROC board may at its discretion ask SSD to evict or terminate the lease or rental agreement of any lessee or renter who does not follow the BRROC's Rules and Regulations and/ or Site Standards.

### **10.2 Additions to Leased/Rented Lots**

All additions to leased and rented lots will be at the lessee or renter's expense and are refundable only as per their agreement with Southern Shores Developments.

## **SECTION 11 VEHICLES / PARKING / ROADWAYS**

### **11.1 Vehicle Gate Pass / Access**

Vehicles are permitted per RV Site as size permits at any given time under daily normal circumstances. Members must make arrangements for parking of additional vehicles, or otherwise use designated Visitor parking areas.

### **11.2 Common Area Parking**

Parking spaces at shower facilities, laundry facilities, any future buildings or other Common Recreational Areas are as designated by signage and shall be used strictly in accordance with the signage thereon.

### **11.3 Other Parking**

No vehicle shall be parked on the RV Site of another Member without the prior verbal or written permission of that Member.

### **11.4 Road Ways / Speed**

Vehicles are asked to obey all road signage. The maximum speed on any road or path within the campground shall be 10 (ten) kilometers per hour.

## **SECTION 12 WATERCRAFT**

### **12.1 Insurance**

All licensable watercraft on the Resort grounds must be maintained on a mobile trailer with valid proof of insurance.

## **12.2 Storage**

The space available for watercraft storage will be limited to the RV site, and any future parking development, or as designated by Southern Shores Developments.

## **SECTION 13 OTHER MOTORIZED VEHICLES**

### **15.1 Motorcycles, ATV's and Operators**

The local RCMP state: - "any non-licensed motorcycle, ATV and or non-licensed operator are prohibited on public roadways".

## **SECTION 14 RECREATIONAL COMMON AREAS**

### **14.1 General**

All Members and their Visitors shall be allowed to use the Recreational Common Areas for the enjoyment and purpose of its intended use.

## **SECTION 15 RECREATIONAL VEHICLES**

All incoming recreational vehicles shall bear the CRVA decal issued by the Manufacturer and must meet CSA Z-240 standard for RVs or the CSA Z-241 Standard for Park Model Recreational Units.

Approvals

The Board has the right to refuse entry of any RV that does not meet CSA standards.

### **15.1 Criteria**

All inbound Recreational Vehicles and Units must:

- 15.1.1 Be equipped with propane furnace and hot water tank.
- 15.1.2 Have a functioning toilet and plumbing.
- 15.1.3 Be functionally and electrically wired for 120 VAC or 12-24 VDC.
- 15.1.4 Be maintained in a ready-to-move condition. Mechanical repair and maintenance is anticipated.
- 15.1.5 Have maintained appearance / condition that in no way detracts from the intent or value of the resort
- 15.1.6 Be connected to dedicated hook-ups such as water, electrical and sewer tank while on the lands.

### **15.2 Placement**

Members must adhere to the following requirements before entry onto the Lands.

- 15.2.1 Only one (1) RV shall be permitted on a RV Site.

Wheel covers may be installed provided such covers shall be of a commercially available type generally accepted as standard in the RV industry.

## **SECTION 16 DEVELOPMENT**

Site improvements are encouraged as they enhance the overall appearance of the Resort. To ensure that improvements enhance the overall appearance of the park, site improvements must be approved of by the board or park manager.

If you plan for lot improvements, please submit a "Request for Lot Improvements" form to the manager or Board for approval.

Building permits are not required for: sidewalks; planters; driveways; painting; decorating; laying carpet; cabinet work; repairs using similar or same materials for maintenance not affecting mechanical work.

**YOUR BUILDING PERMIT MUST BE APPROVED BY THE BOARD BEFORE ANY WORK CAN BEGIN!!!**

### **16.1 Improvements on Leased/Rented Lots**

Development by occupants of leased or rented lots shall be limited to those things of a non-permanent nature. This may include a shed of not more than 100 sq ft, limited gravel or grassed areas, a walkway of removable material and temporary patios/decks.

Construction of decks, fences and patios are not permitted without prior board approval.

### **16.2 Improvements on Member Owned Lots**

#### **16.2.1 Structures**

There shall be no structures placed on, moved or demolished on any RV Site without approval. Storage sheds and decks under 100 ft are non-assessable structures, as per SAMA/RM of Marquis guidelines.

Sheds/Garages

16.2.2 Maximum two (2) structures allowed per site. One shed and one garage, or two sheds.

16.2.3 Shed maximum size of 100ft<sup>2</sup>

16.2.4 Garage maximum size: 18 ft wide, 8' walls, 4/12 roof slope. Must be "portable" in structure, as per SAMA/RM of Marquis guidelines.

16.2.5 Wiring meets Canadian Electrical Code.

16.2.6 Clad with weatherproof paint or industry approved siding material

16.2.7 Roof covered with asphalt shingles or steel.

#### **16.2.2 Patios and Decks**

Patios shall be considered a walkway if constructed using concrete patio blocks or other new technologies (shredded rubber, etc.).

Ground-structured decks shall not exceed four (4) ft in average height from the ground

to decking. Members shall obtain approval in writing construct or modify decks.

### **16.3 Tree Removal**

Members and Visitors are prohibited from removing wood naturally occurring in the immediate environment. To sustain growth, cuttings are to be replanted with twice the number, like-kind and quality of that removed. Members shall obtain approval from the board for performing any tree removal or landscaping. Members who removed trees without approval will be fined as per section 1.3.

### **16.4 Fences**

Fences of any type are allowed for the need of privacy and sound barrier. Fences shall not exceed six (6) feet (2M) in height with a four (4) foot maximum for front fences, do not interfere with any road and run adjacent to and inside property lines. Members shall obtain approval of the Board in writing to construct or modify fences.

### **16.5 Non-Compliance with Development**

Members shall be responsible for all activities and development on their RV Site and follow applicable laws of the Local Authorities including municipal bylaws, federal statutes, provincial legislation, regulations and common laws. In the event that such activities or development do not comply with these Rules and Regulations, the Manager, Board may insist that the development be removed or activity stopped without delay at the Member's expense.

## **SECTION 17 RV SITE**

### **17.1 Appearance**

RV Site and all personal property shall be maintained in a neat and orderly condition at all times so as not to detract from the value of the Lands, and neighboring RV Sites. This includes, but is not limited to, clean decks and patios, pruning's, cutting of grass, removal of garbage, and general maintenance. All RV Sites, RVs, cabins, patios and decks shall be thoroughly cleaned so as to be free of all algae, mold, mildew and debris.

### **17.2 Satellite Dishes**

Satellite dishes are permitted up to a maximum of thirty-six (36) inches in diameter.

### **17.3 Hot Tubs and Pools**

Hot tubs and swimming pools are not permitted on any RV Site. Small children's wading pools are allowed provided the Member does so at their own risk and liability. Wading pools shall not be used within six (6) feet of any roadway and emptied and stored when not in use.

#### **17.4 Vehicle Maintenance**

Motor vehicle, watercraft and golf cart maintenance is allowed provided the repairs or maintenance is small in scale and in no way harmful to the environment. This includes, but is not limited to oil changes, tune-ups, and minor operating repairs.

### **SECTION 18 SALE OF INTEREST IN RV SITE**

#### **18.1 Board Approval**

Via the real estate process, Members who are selling or transferring their interest in a RV Site to which they were granted exclusive use must make agreement with the purchaser to have purchaser agree in writing to the Exclusive Use Agreement FORM and to become a member of the Corporation by contacting the Board and receiving Board approval to become a Member prior to completing their agreement to purchase.

#### **18.2 Disclosure**

Members shall be responsible to make agents, sales representatives and prospective purchasers aware of the Rules and Regulations and Bylaws of the board prior to completion of the sale.

#### **18.3 Omissions, Misrepresentations, Errors**

The Board is not responsible for any omissions, misrepresentations or errors made by any agent, sales representative, or the Member.

#### **18.4 Provision of Documents**

Members who sell their RV Site are required to provide the Board with notarized copies of their agreement for sale within fifteen (15) days of the execution of same. Members shall also make available to the Board, within thirty (30) days of receiving a request for same, copies of any documents that may be requested to ascertain ownership, title or encumbrance relating to the RV site.