

*Internal*

# Regulations

*Otter Point Recreational  
Co-operative Association (OPRCA)*

Version 19

**Table of Contents**

Table of Contents .....2

Definitions.....4

Accommodation and Residential Limitations (Internal Regulation 1) .....4

Restrictions on Vehicles (Internal Regulation 2).....4

    (1) For the purposes of these Internal Regulations: .....4

    (2) The following types of RV units only are allowed:.....5

    (3) Vehicles for Sleeping.....5

    (4) Location for Recreational Vehicles .....5

    (5) Parking and Storage.....5

    (6) License, Registration and Insurance .....6

    (7) Speed Limit.....6

Restrictions on Boats (Internal Regulation 3).....6

    (1) Size and Storage .....6

    (2) Boat Launch.....7

Construction, Alterations, Repairs and Other Changes (Internal Regulation 4).....7

    (1) Requirements for Plans and Approvals .....7

    (2) Restrictions on Construction and Repairs .....8

    (3) Non-Conforming Campsites.....9

Site and Property Repair & Maintenance (Internal Regulation 5).....10

    (1) Repair and Maintenance .....10

    (2) Garbage and Recycling:.....10

Use of Common Property (Internal Regulation 6).....11

    (1) Access .....11

    (2) Kites.....11

    (3) Drones.....11

    (4) Community Event Tent .....11

Department Of Fisheries and Oceans (DFO) Regulations and Restrictions (Internal Regulation 7).....11

Fires And Fire Materials (Internal Regulation 8) .....11

    (1) Fire Closures.....11

    (2) Beach Fires .....11

    (3) General Fire Safety .....12

    (4) Smoking.....12

Pets (Internal Regulation 9) .....12

For the Good of the Park (Internal Regulation 10).....12

Noise Restrictions (Internal Regulation 11) .....13

Requirements for Rentals and Visitors (Internal Regulation 12).....13

    (1) For the purposes of this Internal Regulation 12 .....13

    (2) OPRCA is a private recreational cooperative.....13

    (3) RENTAL AGREEMENTS (Visitor Information Forms – VIF’s): .....13

    (4) General Rental Information: .....14

No Soliciting (Internal Regulation 13) .....14

Utilities (Internal Regulation 14).....15

    (1) Water .....15

    (2) Sewer .....15

- (3) Telephone .....15
- (4) Laundry.....15
- (5) Electricity.....15
- (6) Electrical Gate Openers and Keys .....15
- Designated Members/Corporate Members (Internal Regulation 15).....16
- Complaints to the Association (Internal Regulation 16).....16
- Association Finances (Internal Regulation 17).....16
  - (1) Assessments and Calls.....16
  - (2) Remuneration of Directors .....17
- Miscellaneous (Internal Regulation 18).....17
  - (1) Rules and Regulations Access .....17
  - (2) Contact Information.....17
- Appendixes .....17

## **Definitions**

Unless otherwise stated, all terms have the meanings prescribed in the BC *Cooperative Association Act*, SBC 1999, c. 28, as amended, or the Association's rules:

“**common property**” refers to any property within the park that does not form part of a campsite.

“**park**” refers to the Otter Point Recreational Vehicle Park.

## **Accommodation and Residential Limitations (Internal Regulation 1)**

(1) Campsites must not be used as a permanent residence<sup>i</sup>. Without limiting the generality of the foregoing:

- No campsite can be occupied for more than six months (182 days) in a calendar year,
- No person can spend more than six months (182 days) in the park in a calendar year,

(2) Once a campsite has been utilized for the maximum of six months (182 days) in a calendar year, the member(s) associated with such campsite are no longer able to utilize park amenities including, but not limited to, laundry, washroom facilities and boat ramp.

(3) For certainty, in addition to any overnight stays in the park, each day a member utilizes park amenities is included in the maximum or 182 days a member is allowed in the park. This in no way limits members from checking on and/or maintaining their campsites, including anything located thereon.

(4) Storage sheds with sleeping accommodations may be used on a campsite only when members, visitors or renters are present and are occupying the main recreational vehicle.

(5) Sleeping accommodation in any recreational vehicle other than the primary accommodation on the campsite is not permitted. For certainty:

- (a) **Boats, tents, cars, trucks, non camperized vans and patios/sundecks are not to be used as sleeping accommodations.**
- (b) **Overnight sleeping in any type of vehicle in the front parking lot is not allowed.**

## **Restrictions on Vehicles (Internal Regulation 2)**

(1) **For the purposes of these Internal Regulations:**

(a) **Recreational Vehicle (RV):** Recreational vehicle means any vehicle, trailer or combination of vehicle and accessories used or designed to be used primarily for accommodation during travel or recreation; does not include mobile homes.’ (CRD Bylaw 3705)

(b) **Travel Trailer:** Means a recreational vehicle **designed to be towed behind a vehicle** and meeting CSA standards. (CRD Bylaw 2040, Section 2 ‘Definitions’).

(c) **Vehicle:** Means a device in, or by which a person or thing is or may be transported or drawn upon a highway except a device designed to be moved by human power or used exclusively on stationary rails or tracks. (CRD Bylaw 2040, Section 2 ‘Definitions’)

**(2) The following types of RV units only are allowed:**

- 1) Motorized RVs
  - a) Class A Motor Home
  - b) Class B Camper Van
  - c) Class C Motor Home
- 2) Towable RV's (**Not to require a special highway movement permit**)
  - d) Travel trailer
  - e) Fifth wheel trailer
  - f) Truck Camper
- 3) Park Models
  - (a) Park Model Trailer: a unit designed to be towed by a heavy duty tow vehicle (auto, van, pick-up truck, etc.) but is of restricted size and weight so that it **does not require a special highway movement permit**. The maximum width when being towed is 2.6 meters (102 inches). Designed for infrequent towing, it is not fitted with a 12 volt system for fixtures and appliances. Once on a campsite in the set-up mode, it must be connected to the local utilities. This recreational vehicle is built on a single chassis mounted on wheels. It usually has one or more slide-outs, but when in set-up mode the gross trailer area does not exceed 37.2 square meters (400 sq. ft.). It conforms to the CSA Z-240 Standard RV.

**(3) Vehicles for Sleeping**

ANY vehicles used for sleeping purposes **MUST INCLUDE**:

- Sleeping and kitchen facilities.

**(4) Location for Recreational Vehicles**

- Trailer tongues must not extend onto common property.
- Individual campsite length will determine the length of the RV allowed but in no case can it (not including tongues) be **closer than 6 feet (1.8288 meters)** to the blacktop roadway.
- No recreational vehicle can be located closer than **1 foot (30.38 centimeters)** from any common property or an adjacent property line (side or back).
- An RV must be placed parallel to side lot lines of the applicable campsite.
- For fire safety, views and privacy reasons, an RV must not be placed on the side of a member campsite so as to be directly beside a neighbouring RV.
- An RV must not be blocked up higher than the distance required to allow for the rotation or removal of the wheels.

**(5) Parking and Storage**

- Two (2) vehicles (car, truck, etc.) or one vehicle and a boat (or golf cart) may be parked on a campsite, provided there is sufficient space.
- Where a campsite can accommodate an additional vehicle without encroaching on the road or restricting the ability for surrounding neighbours to park their boats, a third vehicle is acceptable.
- Freestanding vehicle canopies are not allowed.
- Golf carts must be parked/stored on a campsite.
- Parking on another member's campsite is not permitted unless permission has been obtained from the member associated with such campsite.
- While members are in residence in the park, additional vehicles may be parked in the members' parking lot. Despite the foregoing, vehicles must not be stored in this area.
- **Parking is not allowed on any common property or roadway, with the exception of**

**designated parking (guest and member overflow).**

- **Vehicles, including mirrors, must not be parked on or overhang onto the roadway.**
- Written application must be submitted by a member and approval must be received from the board by such member before a second recreational vehicle can be stored on a campsite.
- Campers used as transportation while the member is using their campsite are allowed but must not be slept in without board approval.
- Any vehicles parked in the front parking lot must belong to someone visiting the park and the owner of the vehicle must sign into the book located in the 'Sign In' box at the visitors' parking lot gate.

**(6) License, Registration and Insurance**

- All vehicles moving within the park (including boat trailers) must be properly licensed, registered and operated as required by the BC *Motor Vehicle Act*.
- The licensing of golf carts is not required. Golf carts are only permitted to operate on the roadways and the member(s)'s campsite and not on any other common property.
- All members with RVs, sheds, vehicles, golf carts, boats and boat trailers on their campsites or anywhere in the park, must obtain and maintain a minimum of \$1,000,000 valid public liability insurance.
- All members, guests or visitors driving vehicles must be licensed to drive those vehicles (including golf carts).
- Proof of insurance must be provided upon request to the board.
- The above noted insurance stipulation also applies to any visitors using a member(s)'s campsite. **It is the members' responsibility to ensure visitors have the above noted insurance.**

**(7) Speed Limit**

- The speed limit throughout the park is **15 km/h**. This applies to vehicles, bicycles, golf carts, etc.
- Racing (including bicycles, roller blades, skateboards, etc.) is not permitted anywhere in the park.

**Restrictions on Boats  
(Internal Regulation 3)****(1) Size and Storage**

- One boat per campsite is allowed but if there is no recreational vehicle/trailer on the campsite, up to two boats on such campsite is allowed.
- All boats and boat trailers must be properly licensed and registered and must include a minimum of \$1,000,000 public liability insurance.
- Boats in the park are limited to 21 feet (6.40 meters) in length based on the boat's length listed on registration papers.
- Registration of a boat must be presented to the board prior to arrival to confirm length. If questionable due to alterations and/or repairs, the board may request that two directors measure it following Transport Canada guidelines.
  - **Transport Canada boat measurement guidelines are as follows:**
    - *'Length overall is measured from the tip of the bow in a straight line to the stern of the pleasure craft, including any rear deck extensions (platforms). Bow sprits; rudders; outboard motors and motor brackets; handles; and other fittings and attachments are not included in the measurement.'*
- Oversize boats may be parked short term on a campsite with written pre-approval from the board.

- Freestanding boat canopies are not allowed.
- Boats may be covered by secured tarps for protection.
- No boat may be parked or stored anywhere but on a campsite.

**(2) Boat Launch**

- The wharf, launch ramp, float and fish-cleaning station are available for use from around the May long weekend until around the Thanksgiving Day long weekend. The launching and removal of these items is at the discretion of the directors.
- **Boats can be tied up at the launch for a maximum of 20 minutes.**
- Oversized boats owned by members, stored at an alternate location may tie up to the dock to pick up/drop off passengers. Any such boats must not hold up the launch/retrieval of boats kept in the park. They can be tied up for a maximum of 20 minutes.
- The parking of boats and/or vehicles on the launch ramp or driveway/turn-around area is prohibited at all times.
- There are to be NO non-member boats launched from the ramp unless:
  - A member is fishing with the non-member and the vehicle and boat trailer are parked on that member's campsite; or
  - The non-member has the use of a campsite with a VIF submitted – to park their vehicle and boat for the day. For certainty, the applicable member must take this use into consideration this day as one of their 182 days' use.

**Construction, Alterations, Repairs and Other Changes  
(Internal Regulation 4)**

**(1) Requirements for Plans and Approvals**

- (a) A member who wishes to do any of the following in respect of their campsite:
- (i) bring in a new RV,
  - (ii) replace a shed,
  - (iii) install pavers,
  - (iv) replace/repair/install stairs/landings or roofs,
  - (v) replace/install a fence or remove/plant trees, shrubs or hedges; or
  - (vi) any other alteration on or to the campsite,

must submit to the Association's property manager for approval by the board a written request for approval and plans containing the following: **See Appendix B – Enforcement Procedure - to these Internal Regulations.**

- Date, campsite number, member(s) name(s)/phone number/email.
- "scale" drawings of the member(s)'s campsite along with all measurements and placements of all objects (all current/planned items) on the campsite – campsite length/width, RV length/width (including slide outs), placement of shed (and measurements), location of sundeck/patio (if applicable, location of water/electric/septic tank access and all setbacks from campsite lot lines.
- A note of the planned colour of the item(s).

(b) For certainty, a member must not undertake or permit to be undertaken any alteration, shed replacement and/or request to bring a new RV onto a campsite without the prior written approval of the board.

**Please note: As not all directors are in the Victoria area, it may take time to approve plans. A minimum of one (1) week's time is needed for approvals.**

(c) Approved plans are valid for a period not to exceed 90 days from the date that the applicable notice of approval is given to the member, at which point the approval automatically expires. Changes not made prior to the expiry date on the original document will require a new written request for approval.

## (2) Restrictions on Construction and Repairs

### (a) CRD Final Decision Letter

With regard to construction (as per the CRD Final Decision Letter, dated December 23, 2015, that is included as **Appendix A [CRD – Land Use Decision(s)]** to these Internal Regulations):

- **‘No further construction can occur** on the existing property that would further contravene the CRD Zoning and Building Bylaw regulations.’
- ‘Building permits **would not be** accepted.’  
‘The CRD will not enforce to obtain bylaw conformance, unless a health and safety issue should arise, however this is predicated on the Association **member undertaking only repairs that do not involve the structural alterations, and not undertaking new construction.**’

For additional information regarding the CRD requirements, see Appendix A [CRD – Land Use Decision(s)] to these Internal Regulations.

### (b) Free-Standing Sundecks/Sunrooms and Porches

- The construction of a free standing sundeck/sunroom where one does not exist is **not** permitted.
- Decks and patio enclosures (ground level) must abut the RV and must not be attached directly to the RV.
- Repairs must not increase any dimensions of the existing structure(s).
- When the recreational vehicle is off-site, freestanding sundecks and porches must be enclosed with plywood to the satisfaction of the board. This is permitted for a period of no more than 30 days.

### (c) Stairs and Landings (from RV doors)

- Landings from an RV doorway must not be larger than 16 square feet in size (the landing does not include stairs).

### (d) Patios and Awnings

- The construction of a patio (with paver stones) is permitted with the prior written approval of the board.
- Awnings must be manufactured RV awnings and must be attached to the RV.
- Materials, including colors, must be approved by the board. Despite the foregoing, repainting of existing structures with the existing color does not require approval.

### (d) Storage Sheds

- As per Internal Regulation 4(a), plans to replace an existing shed with a new ‘prefab’ or hand built shed must be submitted to the Association’s property manager in writing prior to any replacement work being undertaken
- Sheds must not be larger than 80 square feet in size.
- The maximum width of any wall on a shed is 12 feet.
- The maximum wall height is 6 feet 6 inches, and the highest point of the roof must not be more than another foot and a half (to a total maximum of 8 feet high from the ground level).
- Materials, including colors, must be approved by the board. Despite the foregoing, repainting



existing structures with the existing color does not require approval.

- No plumbing is permitted in sheds.
- All new and/or relocated sheds (including fascia boards and drip edge) must be at least one foot from property lines and at least three feet from the paved roadway.

**(e) Additional Recreational Vehicle Roofs**

- The construction of a new roof on an RV is **not** permitted.

**(f) Free Standing Canopies**

- Any free standing canopy (pop up), umbrella or patio cover must be removed or dismantled when a member or renter is not in residence (staying overnight) at the RV. Wind conditions at Otter Point are such that property and persons in the park could become damaged or injured if covers should become airborne.

**(g) Site Pads**

- Sidewalk blocks or patio blocks may be used on campsite pads, subject to prior written approval of the board.
- Concrete or cement pads must **not** be poured anywhere on a campsite.

**(h) Trees, Shrubs and Hedges**

- A written request to plant or remove any trees, shrubs or hedges must be submitted to the Association's property manager for approval by the board prior to any such planting or removal.
- Cedar shrubs are not permitted due to the high risk of fire. (see Otter Point Fire Risk Assessment report March 2024)

**(i) Fences**

- The installation or alteration of any fences must first be approved in writing by the board.
- No fences are to be constructed by a member on common property.
- All side lot fences of a campsite must be six (6) feet from the roadway.
- Back and side lot fences of a campsite may be anchored with cement.
- No fence may exceed four (4) feet in height.
- All back and side lot fences of a campsite must be constructed of:
  - Manufactured chain link; or
  - Wood / composite boards.
- Tempered or acrylic glass fences must be taken down during high winds/in the winter season.
- Any unsightly or poorly maintained fences must be repaired and painted or removed from the property.
- **Non-perimeter fences:**
  - Any non-perimeter fences/windcreens placed on a campsite must be free standing and must not be anchored with underground cement.
  - Non-perimeter fences/windcreens must be made of wood / composite board or tempered/acrylic glass to a maximum of 4 feet in height.
  - These must be taken down during high winds and winter season.

**(3) Non-Conforming Campsites**

- A member with a non-conforming campsite will be advised in writing by the board of any violations. For certainty, a "non-conformance" or "non-conforming" refers to an alteration or other change made by or on behalf of a member of a significant nature (as determined by the

board) that does not comply with these Internal Regulations but does not include an alteration or other change that was permissible at the time that it was made as long as no other changes are made to the campsite.

- When the shares with respect to a non-conforming campsite are sold or transferred to a new member, all construction or other violation(s) on the applicable campsite must be corrected prior to or immediately after the sale of the campsite (including the campsite and any recreational vehicle, boat and/or shed upon it at the time of sale).
- Any alteration to a campsite to correct a non-compliance must be pre-approved by the board.

## **Site and Property Repair & Maintenance (Internal Regulation 5)**

### **(1) Repair and Maintenance**

- Each member is required to assist in the maintenance of the natural environment of the park.
- No clotheslines are permitted on a campsite (a small clotheshorse is permitted for use on a sundeck or patio).
- A member is solely responsible for the repair and maintenance of their campsite and any improvements thereon.
- At the direction of the board, Association contractors, and /or member volunteers have access to all campsites 24/7, 365 days a year to perform services, inspections, and maintenance on park infrastructure.
- Any items that are broken or not in service (i.e. antennas, engine parts, construction material, etc.) must be removed from the park by the applicable member.
- Any member who allows their campsite or improvements to become unkept or fall into disrepair will be advised, in writing, by the board. **See Appendix B – Enforcement Procedure - to these Internal Regulations.**

### **(2) Garbage and Recycling:**

- A member must dispose of their household garbage and waste for which they are responsible, which includes for certainty any garbage or recycling generated by any renter or visitor of the member's campsite. Waste and recycling bins are provided by the OPRCA.
  - Garbage is to be sealed in garbage bags before depositing it in the garbage bin.
  - Construction or building scraps and debris **must be removed** from the Association's property by the applicable member at their own cost. These **are not** to be deposited in the garbage or recycling bins.
- NOTE:** There is a public dump site in Sooke.
- Garbage bins and blue boxes are for member(s)', visitors' and renters' use only.
  - There are separate dumpsters for garbage, recycling, cardboard and food scraps and it is **imperative** that members, guests and visitors **separate all** garbage for recycling and composting as noted on the bins.
    - **The park will be fined if this is not done correctly. Any such fines must be reimbursed to the Association by the applicable member.**
  - **No outside garbage is to be deposited in the garbage bins or blue boxes.**
  - The dumping of any substance, material or garbage on the beach or on common property is forbidden.

## ***Use of Common Property (Internal Regulation 6)***

- (1) **Access**
  - Access to common property must not to be restricted in any way.
  - All members, guests and renters are entitled to use the common property.
- (2) **Kites**
  - Because unpredictable winds may cause kites to injure and/or damage RVs, vehicles and boats, kites must not to be flown within the park or on the waterfront.
- (3) **Drones**
  - Drones to be operated within Transport Canada Regulations.
  - The privacy of all members, renters and visitors must be respected at all times.
- (4) **Community Event Tent**
  - The tent is put up on or about the May long weekend and is taken down around mid-September, at the discretion of the board.
  - The tent is for the use of all members, visitors and renters.
  - The tent can be booked, by way of a written request to the board, for special events and a note of the booking must be made on the calendar (posted on the noticeboard by the washrooms).

## ***Department Of Fisheries and Oceans (DFO) Regulations and Restrictions (Internal Regulation 7)***

- (1) Members, visitors and renters must abide by all DFO regulations and restrictions, including with respect to:
  - Canning
  - Fish limits
  - Freezing
  - Operator's certificate - Power boating course
  - Licenses
  - Closures – When available area closures will be posted on the bulletin board

## ***Fires And Fire Materials (Internal Regulation 8)***

- (1) **Fire Closures**
  - Beach fire closures will be determined by the Otter Point Fire Department or the Royal Canadian Mounted Police (RCMP).
  - Any known fire closures will be posted by the board on the bulletin-board at the washrooms.
- (2) **Beach Fires**
  - Care and consideration must be shown to members whose sites are located on beach frontage. [NTD: "should" is not enforceable]
  - Fires must be fully extinguished prior to leaving them.
  - Permits for larger fires may be obtained from the Otter Point Fire Department (the Directors must be notified of this request).

- A member is responsible for supplying their own firewood and removing any excess wood after a fire is extinguished.
- The board has no authority over beach fires. Where an issue around beach fires arises, members are to contact the Otter Point Fire department directly.

**(3) General Fire Safety**

- No fire-causing or fire-feeding materials (such as barbecue coals, cigarette butts, used matches, newspapers, cardboard boxes or paper bags, etc.) may be stored or discarded on the property.
- Store fuel on the property only in quantities necessary for ordinary camping and/or boating activities and always under conditions that minimize the risk of fire.
- All propane tanks and bottles must be secured in accordance with the BC Safety Authority.
- Keep water available for fire suppression whenever a fire or barbeque is lit.

**(4) Smoking**

- Smoking and vaping are not permitted in any of the Association's buildings or structures.
- No smoking materials may be deposited anywhere on common property or on other members' sites.

**Pets**

***(Internal Regulation 9)***

- Pets are permitted in the park.
- Pets are not permitted to enter any other member's campsite unless invited.
- All fecal deposits must be cleaned up immediately by the person responsible for the pet.
- Pets must not be permitted to become a nuisance to other members, visitors or renters.
- Pets must be leashed at all times.
- Barking dogs will not be allowed to stay in the park.

***For the Good of the Park***

***(Internal Regulation 10)***

- All members are expected to participate in keeping the park a clean, well maintained and enjoyable place.
- Volunteering for work parties, committees, board positions, etc. is a part of belonging to a cooperative association and all contributions to the good of the park are appreciated.
- Every member, visitor and renter must be considerate and courteous to all other members, visitors and renters.
- The use of another member's campsite as a short cut to another area of the park is not permitted (unless prior permission from that member has been obtained). For certainty, this includes empty campsites.
- Marked pathways must be used at all times.
- No vehicles shall be parked either partially or fully on the common roadways.
- No fireworks shall be set off on OPRCA property. If done on the beach, any fireworks must be set off facing the sea.
- A member must **not** contact the Caretaker directly with general complaints or requests for work to be completed within the park. Any such requests **must** be made in writing to the Association's property manager and must include the member's name/campsite number and date or no action will be taken.
- A member, renter or visitor must not deface or otherwise damage or litter around any of the

buildings or common areas of the park.

- A members is responsible for any damage caused by themselves, or by their visitors or renters.
- Campsites must not be used for general storage.
- The speed limit in the park is **15 km/h at all times** for any type of moving vehicle (car, truck, bicycle, golf cart, etc.).
- Please ensure trailers, etc. are properly locked before leaving the park.
- **Mail/Deliveries ( Not including those related to work organized/authorized by the Board)**
  - Members **must not** use the park address for the delivery of mail.
  - If a member or renter requires that goods be delivered to the park (I.E. – UPS, Purolator, DHL, FedEx, etc.), they **must be** at the gate to accept them.
  - The Caretaker **must not** be asked to and **will not** wait/watch for any delivery person on behalf of a member or renter.
  - If a member or renter is expecting a delivery, they must ask the driver to park in the parking lot, sign in and walk in to deliver such member or renter’s goods (or have them contact the member or renter to come to the gate when they arrive).
  - The Caretaker will not let delivery vehicles into or out of the park.

### **Noise Restrictions (Internal Regulation 11)**

- No radios, recorders, televisions, parties or other sources of noise shall be audible on neighboring campsites after 10:00 p.m. or before 8:00 a.m.
- Boat motors must not be test started or flushed between 10:00 p.m. and 8:00 a.m.
- Vehicle back-up alarms must be deactivated between 10:00 p.m. and 8:00 a.m.
- Noise must be kept at reasonable levels at all times so as not to disturb other members, visitors and renters.

### **Requirements for Rentals and Visitors (Internal Regulation 12)**

#### **(1) For the purposes of this Internal Regulation 12**

“rental” means any stay in or on a campsite or in an RV on a campsite by a person who is not a member of OPRCA.

#### **(2) OPRCA is a private recreational cooperative.**

All rentals of a campsite or an RV on a campsite in the park are limited to friends and family of members only. **Rentals to anyone not known to the member are NOT permitted.**

#### **(3) RENTAL AGREEMENTS (Visitor Information Forms – VIF’s):**

- A ‘Visitor Information Form’ (“**VIF**”) must be completed by the member(s) on behalf of any person who is not a member occupying the member’s campsite when the member is not present and submitted to 7899otter@gmail.com and the Association’s property manager at: Shawn.Fahr@associabc.ca **prior to** persons occupying a campsite.
- A VIF is limited to a **maximum of 30 days** to an individual(s) at any given time.
- A VIF may only be extended beyond 30 days with **signed approval** of at least two directors.
- Dates specified in a VIF are considered **inclusive** from the start date to the end date (unless individual days within the rental period are clearly specified at the time the VIF is submitted).
- The specified dates on the VIF will be applied to the six-month maximum for residence on a campsite (being 182 days in a calendar year).
- Any cancellations or amendments to the VIF must be emailed to: 7899otter@gmail.com and to the Association’s property manager at: Shawn.Fahr@associabc.ca

- If a member is unable to email the VIF, it can be completed (in full) and left in the mailbox at the Caretaker's residence.

**(4) General Rental Information:**

- A member is responsible for renting their campsite and/or recreational vehicle and for collecting any fees charged by the member for such rental.
- A member is responsible for the renter's understanding of and compliance with the Rules and these Internal Regulations.
- The use of **ANY** electronic means (i.e. Airbnb, VRBO, OPRCA website, etc.) or external agent to advertise a campsite and/or an RV in the park for rent or act on behalf of the member **is strictly prohibited**.
- For certainty, a member is not allowed to rent or lease their campsite for a cumulative period of greater than six months in any calendar year and any such use shall be counted towards the maximum occupancy period permitted under these Internal Regulations.
- A person who used a campsite for the maximum occupancy period permitted under these Internal Regulations **cannot** then move to another campsite.
- Members' families are included in this VIF requirement when the member is not going to be occupying their campsite.
- The noted insurance stipulation in '**License, Registration and Insurance**' (see Internal Regulation 2(6)) also applies to any persons renting a campsite from a member. It is the applicable member(s)' responsibility to ensure that renters have the above noted insurance in place.
- The board **may deny** permission to rent a campsite in circumstances where the proposed rental contravenes the Internal Regulations and/or the applicable member and/or renter has demonstrated non-compliance with the Rules or these Internal Regulations in the past. **See Appendix B – Enforcement Procedure' - to these Internal Regulations.**
- All complaints regarding rented campsites **must be provided, in writing** (including the date, complainant's name and campsite number) and emailed to: 7899otter@gmail.com and to the Association's property manager at: Shawn.Fahr@associabc.ca

***No Soliciting  
(Internal Regulation 13)***

- No business or solicitation of orders for products and services is permitted in any manner whatsoever anywhere in or on the park.
- The use of **ANY** electronic means (i.e. Airbnb, VRBO, OPRCA website, etc.) or external agent to advertise a campsite or an RV in the park for rent or act on behalf of the member **is strictly prohibited**.
- No real estate signs are to be posted on the common property with the one exception of 8 inch x 16 inch real estate "for sale" signs which may only be hung from the brackets at the park entrance sign. Real estate signs must display the campsite number of the associated member shares for sale and the pertinent contact information.
- A request to advertise a campsite for sale on the Association's website can be made through the 'Contact' page on the website or via an email to: 7899otter@gmail.com

## **Utilities**

### **(Internal Regulation 14)**

#### **(1) Water**

- Potable water is supplied to each campsite.
- Any changes or extensions of water outlets must be submitted in writing to the Association's property manager for approval by the board.
- All main water taps/valves must be shut off before leaving a campsite, and not returning within 24 hours.

#### **(2) Sewer**

- General maintenance of the sewer and septic tank system is the responsibility of the Association.
- **However**, clogged lines occurring in the sewer line from a member's campsite and clearly attributable to that campsite will be the responsibility of the member assigned use of that campsite.
- Washing machines **are not allowed** in recreational vehicles or in storage sheds. Laundry is limited to the designated common laundry facility.
- Sewer lines not in use on a campsite must be properly capped by the applicable member at all times.
- Sewer hoses must be kept in good condition by the applicable member at all times (an appropriate elbow adapter connector must be used).
- No dumping of sewage onto the ground is allowed in the park. If this occurs on a member lot, the member will be required to pay the full cost of remediation by a 3<sup>rd</sup> party qualified contractor.

#### **(3) Telephone**

- There is a telephone located in the library to use for emergencies and local calls only.
- The Caretaker's phone can be used in the event of **emergencies only**.
- Both numbers can be found in Contact Information (see *Internal Regulation 18*).

#### **(4) Laundry**

- On-site laundry facilities are provided for members, visitors and guests.
- Use of the laundry machines is limited to a maximum of three (3) hours per campsite per day a maximum of twice per week.
- No laundry from outside the park shall be brought in for washing.
- A signup sheet in the laundry room must be used to reserve the machines.

#### **(5) Electricity**

- Electrical power plugs for each campsite are 30 amps, 110/120 volts.
- Any changes or extensions of these outlets must be submitted in writing to the Association's property manager for approval by the board.
- Care must be taken by members, visitors and renters not to overload electrical circuits, as doing so will 'trip' the breakers in the electrical sheds.
- There are four electrical sheds on the property. Members must be familiar with the shed their own breaker is in.

#### **(6) Electrical Gate Openers and Keys**

- A member is responsible for obtaining gate openers and keys from the prior member associated with the campsite.
- **Members must ensure all keys and gate fobs are returned to them by renters and visitors.**

- Members may purchase gate fobs from the Caretaker.

**(7) Wi-Fi:**

- The internet connection in the park is **NEVER** to be used to download any copyrighted content. This is a **very serious matter** that puts the park in a potential legal situation. Anyone caught doing this may face **enforcement as set out in Appendix B – Enforcement Procedure’ - to these Internal Regulations.**
- No personal Wi-Fi security surveillance cameras are to be operated using the OPRCA wi-fi. For certainty, using the park’s wi-fi to run a security surveillance camera will (after a first warning) result in fines . **See Appendix B – Enforcement Procedure’ - to these Internal Regulations.**

***Designated Members/Corporate Members  
(Internal Regulation 15)***

- (1) The shareholder(s) of a corporate member must nominate, in writing to the Association’s property manager, one of their shareholders as the “designated member”, which shareholder must be an individual.
- (2) The designated member may use the campsite in the same manner as any other member. All shareholders of a corporate membership not part of the designated member’s immediate family shall be considered a visitor or a renter. The designated member may be amended on three months’ written notice to the Property Manager.

***Complaints to the Association  
(Internal Regulation 16)***

- (1) All complaints to the Association must be submitted in writing to the Association’s Property Manager. The complaint **must include** the complainant’s name, campsite number and date. Any complaints that do not contain these will not be addressed.
- (2) Complaints will be addressed by the board or the Association’s Property Manager at their earliest convenience and will be dealt with in confidence.
- (3) Any resolution of a complaint will be communicated to the complainant by the Association as soon as practicable.

***Association Finances  
(Internal Regulation 17)***

**(1) Assessments and Calls**

- All insurance costs, cost of maintenance and improvement of the property and all other expenses of the Association shall be met and paid for by calls or assessments levied on the members. All 108 campsites share these costs equally.
- For certainty, property taxes are assessed to a member based on the number of shares assigned to such member’s campsite.
- Annual member assessments are due and payable by June 30<sup>th</sup> each year.
- A \$250.00 fine will be assessed to shareholders for late payment of annual assessments.



Additionally, compound interest of 1.50% (annual rate of 19.56%) will be charged on unpaid assessments, including the fine. See ‘**Appendix C – Collection Process**’ – to these **Internal Regulations**.

- The Association assesses a \$100 administration fee to cover any expenses incurred when shares for in the Association are transferred.

**(2) Remuneration of Directors**

- (a) The directors of the Association are not paid any remuneration.
- (b) Despite the foregoing, directors are reimbursed for out of pocket expenses as follows:
- When attending meetings or performing other duties related to the Association, directors will be compensated for incurred and verified mileage at the then current Canada Revenue Agency rate
  - Where travel by air or ferry is required, the cost of the travel will be reimbursed.
  - Receipts are required for all reimbursement expenses (excluding gas as mileage is paid instead).

**Miscellaneous**  
**(Internal Regulation 18)**

**(1) Rules and Regulations Access**

- Rules and Internal Regulations can be viewed/printed from the Association’s website.
- Electronic copies can be requested via email at: 7899otter@gmail.com
- Printed copies can be provided to members at a charge of \$0.25 per page, plus postage.

**(2) Contact Information**

Park addresses and contact information is as follows:

- Physical address: 7899 West Coast Road
- Mailing address: c/o OPRCA Property Manager, Associa British Columbia Inc., 301 – 1001 Cloverdale Avenue Victoria BC V8X 4C9
- Property Manager Phone: 250 475 2005. After office hours please follow the prompts.
- Park web site: <http://www.otterpointco-op.com/>
- Email to advertise a campsite for sale: 7899otter@gmail.com
  - Associa British Columbia Inc. website: [OneLink - Sign in \(infotrackeronelink.com\)](http://www.onelink.com)
    - A log in is required to access park’s portion of this website.
  - General email inquiry: 7899otter@gmail.com
  - **Emergency only:** Park phone (in library): 778 352 2166 (no long distance calls)
  - Angie (Caretaker): 250 642 9855.

**Appendixes**

**Appendix A – CRD – Land Use Decision(s)**

**Appendix B – Enforcement Procedure**

**Appendix C – Collection Process**

## **Appendix A – CRD – Land Use Decision(s)**

For a number of years, the Board worked with the Capital Regional District (CRD) to rectify issues with regard to how zoning and the current CRD Bylaw 2040 govern what, if any, type of construction can be undertaken in the park.

In the past, sundecks, patios, porches, roofs and sheds were constructed by members based on their understanding of the rules in place at the time. Most construction took place with approval from the board and/or the CRD (including the acquisition of some building permits).

In 2011, the CRD determined the park was ‘non-conforming’ due to the numerous roofs, decks and enclosed decks/sunrooms on the property (as well as the number of sites). The CRD put forward a motion to register a ‘notice on the land title’ to this effect. The park presented evidence that a ‘Section 219 Covenant’ (confirmation of the original approval for the use of the property) was registered on the land, so no notice was placed on the title.

The CRD prepared a ‘baseline’ document of the park from which they could determine whether any further violations took place and the park was notified that no further construction could take place. The CRD indicated that only repairs to existing structures not involving structural alterations could be done (at the risk of the owner [*which is the OPRCA*]).

**Because a subsequent violation occurred, the CRD notified the park it was ‘flagged’, that periodic inspection of the property would take place and legal action would commence if any construction was done.**

**See final CRD final decision letter – Appendix A1 on next page.**

Appendix A1 - CRD – Final Decision Letter



Planning and Protective Services  
625 Fisgard Street, PO Box 1000  
Victoria, BC V8W 2S6  
T: 250.360.3274 F: 250.360.3232 www.crd.bc.ca

December 23, 2015

FILE: BE-17-08

Mr. Alan Edkins, President  
Otter Point Recreational Cooperative Association (OPRCA)  
PO Box 194, Stn Main  
Sooke, BC V9Z 0P7

VIA email: badger1@shaw.ca

Dear Mr. Edkins:

**RE: 7899 West Coast Road – BE-17-08**

In response to your letter to Director Hicks dated November 25, 2015 regarding paragraph 2 of Appendix A of a staff report considered November 18, 2015 by the Electoral Area Services Committee (EASC), I offer the following comments.

The property is legal non-conforming with respect to the types of accessory uses, the number of campsites and campsite size. While the Capital Regional District (CRD) acknowledges that the last sentence in item 2 of the Appendix should not have been included, a staff report cannot be edited once it has been considered by the EASC. However, the CRD Corporate Officer has advised that, including a copy of your November 25, 2015 letter and a copy of this response to the file will be sufficient to keep the record straight. In addition, a notation indicating that the RV park is legal non-conforming with respect to the types of accessory uses, the number of campsites and campsite size will be placed on our land management system (Tempest) so that staff when discussing the property with clients will have this information.

Although the December 9, 2009 letter referenced the OPRCA being able to submit building permits and to go to the Board of Variance, in a letter to Richard Nesbitt dated April 28, 2011 from Staples McDannold Stewart (attached), he was advised that no further construction can occur on the existing property that would further contravene the CRD Zoning and Building Bylaw regulations. In addition, in the recent letter dated November 27, 2015 from the CRD Manager, Building Inspection it was also noted that building permits would not be accepted. Both of these letters indicate that the CRD will not enforce to obtain bylaw conformance, unless a health and safety issue should arise, however this is predicated on the Association members undertaking only repairs that do not involve structural alterations, and not undertaking new construction.

If you have any questions please contact me directly at 250-360-3285.

Yours truly,

Kevin Lorette, P.Eng., MBA  
General Manager Planning and Protective Services

Attachment: 1

cc M. Hicks, Juan de Fuca Electoral Area Director  
R. Lapham, Chief Administrative Officer  
R. Gutierrez, Manager Building Inspection  
J. Klassen, Manager Local Area Planning



Appendix B – Enforcement Procedure

Ratified by the Board ♦

**NOTE: - Enforcement decisions require the majority of directors agreement (i.e. at least four (4) directors)**

If the applicable member(s) don't respond to Board letters/requests, the enforcement moved on to the next step.

- A monthly statement is sent to the member(s) in arrears. All fines are due upon issuance of the applicable invoice from property manager. (1.50%/month compounded interest accrues (annual rate 19.56%) until full payment is made).

-Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the Association in enforcing the Rules and/or the Internal Regulations will be the responsibility of and will be recoverable from the applicable member.

In accordance with the Act and Rule 4, a member's membership may be terminated as a result of a failure to comply with the Association's Rules and/or Internal Regulations.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Campsite Maintenance</b>	<ul style="list-style-type: none"> <li>• Issuance of letter to member noting concerns about campsite maintenance and requesting action by the member.</li> </ul>	<p><b>30 days after 1st letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Issuance of letter to member, reiterating concerns and advising that non-compliance will result in work being done by a 3<sup>rd</sup> party as directed by the board and all costs billed to the campsite account.</li> </ul>	<p><b>30 days after 2<sup>nd</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Board requests work be completed by 3<sup>rd</sup> party.</li> <li>• Cost billed back to member.</li> <li>• Issuance of Letter to member , including a statement of the billed back amount.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Stays Exceeding CRD Maximum Stay of 182 days/6 months</b>	<ul style="list-style-type: none"> <li>• Issuance of letter to member:                             <ul style="list-style-type: none"> <li>○ advising a departure date and reminder the member(s) are nearing the 6 months maximum stay; and</li> <li>○ requesting that the member provide details of the nights they have stayed in the park.</li> </ul> </li> </ul>	<p><b>30 days after 1st letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Issuance of letter to member, reiterating concerns and advising they must:                             <ul style="list-style-type: none"> <li>○ Provide detail listing of nights stayed.</li> <li>○ Exit the park/not allow anyone to stay overnight on the campsite for the remainder of the year</li> </ul> </li> <li>• The letter should also:                             <ul style="list-style-type: none"> <li>○ Request that the member meet with the Board.</li> <li>○ Notify the member that they may be subject to a fine of \$150/night for each night that exceeds the maximum should they choose not to comply.</li> </ul> </li> </ul>	<p><b>14 days after 2<sup>nd</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Letter to member, advising that a hearing with the Board is scheduled (including date and time) and that if the member does not attend or otherwise respond in writing prior to the hearing, the board may find the member in breach, in which case a fine of \$150/night begins immediately.</li> </ul>	<p><b>7 days after hearing with Board</b></p> <ul style="list-style-type: none"> <li>• If the Board determines the maximum usage of the campsite has been reached and the member does not comply, a fine of \$150/night begins immediately.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Construction/ Modifications (to campsites, RVs, landings, patios, etc.) Without Board Approval</b>	<ul style="list-style-type: none"> <li>• Issuance of letter to member, noting that the board has not received a request for the alterations and that ALL work must immediately stop until approved in writing by the board and that a written request must be sent by member to the Board for approval.</li> </ul>	<p><b>21 days after 1<sup>st</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Issuance of letter to member reiterating lack of approval concerns and that all work immediately stop, and advising the member may be subject to a fine of \$25/day and that if work is not approved by the board, the member will have to reinstate the campsite back to the way it was prior to the unapproved alterations, failing which the board may direct the reinstatement being done by a 3<sup>rd</sup> party as directed by the board and all costs billed to the campsite</li> </ul>	<p><b>10 days after 2<sup>nd</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• If the member(s) does not comply: <ul style="list-style-type: none"> <li>○ a fine of \$25/day is assessed against the campsite beginning immediately and member advised accordingly</li> <li>○ the board may determine that the campsite is to be reinstated, with the work being done by a 3<sup>rd</sup> party as directed by the board and all costs billed to the campsite account.</li> </ul> </li> </ul>	<p><b>21 days after 3<sup>rd</sup> letter</b></p> <ul style="list-style-type: none"> <li>• Board requests a meeting with the member(s) to discuss unapproved alterations.</li> </ul>	<p><b>30 days after 4<sup>th</sup> letter</b></p> <ul style="list-style-type: none"> <li>• If the member(s) fails to submit a request for approval or the board does not approve, and the board has not made a decision to direct reinstatement work, the board engages lawyer to communicate with member(s) to demand compliance.</li> <li>• Legal costs are billed back to the member's campsite account.</li> </ul>
<b>Personal Security Cameras Using the Park's Wi-Fi</b>	<ul style="list-style-type: none"> <li>• Issuance of letter expressing concern that member has security cameras that are using the park's Wi-Fi and advising member to immediately disconnect it/them.</li> </ul>	<p><b>30 days after 1<sup>st</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• Issuance of letter to member, advising a fine of \$50/month is being levied (beginning immediately) until the camera (s) is disabled.</li> </ul>	<p><b>30 days after 2<sup>nd</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• If member does not comply, the board may have technician reduce or shut off wi-fi for all devices used on the campsite.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>All non-compliances with the Rules or Internal Regulations - where not otherwise addressed in the Rules or these Internal Regulations</b>	<ul style="list-style-type: none"> <li>• Issuance of letter identifying non-compliance(s) and requesting action by the member.</li> </ul>	<p><b>30 days after 1<sup>st</sup> letter issued by the board</b></p> <p>Issuance of letter to member, advising a fine of \$50/month is being levied (beginning immediately) until member complies with the applicable Rule or Internal Regulation.</p>	<p><b>30 days after 2<sup>nd</sup> letter issued by the board</b></p> <ul style="list-style-type: none"> <li>• If member does not comply, the board may take steps to address non-compliance with all costs incurred charged back to the member.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

Appendix C – Collection Process

Ratified by the Board ♦

The 'Collection Process' applies to arrears owed for annual assessments, fines and any other amounts owing by the member to the OPRCA. The process is initiated for all outstanding amounts owed not paid by June 30<sup>th</sup>.

- After each fiscal year end (April 30), a 'Statement of Account' is calculated for member(s) campsites (Including costs for individual hydro usage and shared OPRCA costs).
- If any fines or other enforcement costs charged back to the member are outstanding, a separate 'Statement of Account' is prepared.
- Both statements are emailed or mailed to the member(s) a minimum of two weeks prior to all amounts being due and payable by 5:00pm on June 30<sup>th</sup>.
- The 1.50%/month compounded (annual rate 19.56%) interest continues to accrue on all arrears throughout this process.

Number of days in arrears from June 30<sup>th</sup>:

	15	45	75	105
<b>Association's Property Manager (PM)</b>	<ul style="list-style-type: none"> <li>• For 'Annual Member Assessment' arrears:                             <ul style="list-style-type: none"> <li>○ Sends a 'Payment Due' letter to the member(s) advising them of levying of the \$250 fine, 1.50%/month compound (annual rate 19.56%) interest (beginning July 15th) and that the payment <u>is due immediately</u>.</li> </ul> </li> <li>• For <b>all other</b> arrears:                             <ul style="list-style-type: none"> <li>○ Sends a 'Payment Due' letter to the member(s) advising them that the 'fine' plus interest <u>is due immediately</u>.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• On August 15<sup>th</sup> the <u>second</u> 'Payment Due' letter to the member(s) is sent advising them of the updated total arrears owing due immediately.</li> </ul>	<ul style="list-style-type: none"> <li>• On September 15<sup>th</sup> the PM contacts the OPRCA lawyer to send a demand letter to the member(s).</li> </ul>	
<b>Association's Lawyer</b>			<ul style="list-style-type: none"> <li>• Sends a demand letter that includes a notification that if the payment is not made within 30 days ( by October 15<sup>th</sup>), active collection of the arrears will begin.</li> </ul>	<ul style="list-style-type: none"> <li>• Lawyer actively begins the collection process.</li> <li>• Actions may include:                             <ul style="list-style-type: none"> <li>○ Demand letter, credit bureau notification, legal action, forfeiture of shares, judgement, attachment to wages/personal property, etc.</li> </ul> </li> <li>• The lawyer <u>may</u> agree to a payment plan (interest continues to accrue).</li> </ul>

				<ul style="list-style-type: none"> <li>• 'Forfeiture of Shares' – OPRCA Rules – Forfeiture of Shares (Rules 13 – 15) apply.</li> <li>• <u>All lawyer's fees</u> are charged back to the member(s) who are in arrears.</li> </ul>
--	--	--	--	--

<sup>i</sup> This Internal Regulation is an addition to any applicable municipal zoning by-law regarding use of a campsite. As of the date of approval of these Internal Regulations, the applicable municipal bylaw provided as follows:

**(1) Intermittent Rural Residential 4 Zone (RR-4):**

Schedule “A” of Capital Regional District Bylaw No. 2040 Juan de Fuca Land Use Bylaw’ dictates the status and permitted use of the property as ‘RR-4’.

**(2) Intermittent Use only permitted**

‘In terms of accommodation or residency, means a total period not to exceed six months of the calendar year’ (CRD Bylaw 2040, Section 2 ‘Definitions’).

The Otter Point Recreational Co-operative Association (the “**OPRCA**”) is designated by the Capital Regional District (CRD) as follows:

**CRD Zoning Bylaw 2040**

The pertinent parts of the bylaw are as follows:

8:00 INTERMITTENT RURAL RESIDENTIAL 4 ZONE – RR-4

8:01 Permitted uses:

- a) Camp sites used for intermittent accommodation in Recreational Vehicles.

8.06 Height:

- a) Maximum height shall be 3 m; except that the one-family dwelling may be 9 m.

With regard to the CRD’s definition of “Intermittent”:

- The word “accommodation” refers to a recreational vehicle.
- The word “residency” refers to a person.

**NOTE:** Members should address the Directors with any and all concerns regarding CRD bylaws. Communication with CRD officials will be conducted by the President and/or any other Director(s) appointed by the board. Members are discouraged from taking individual concerns directly to the CRD.