

Internal

Regulations

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

Version 18

July 16, 2023

Text highlighted in green reflects APPROVED changes at the July 16, 2023 AGM

Table of Contents

Table of Contents 2

Introduction (Section 1)..... 4

 General..... 4

Definitions (Section 2) 4

Non-Compliance (Section 3) 6

Accommodation and Residential Limitations (Section 4)..... 7

 CRD Zoning Bylaw 2040 7

Construction (Section 5)..... 7

 Free-Standing Sundecks/Sunrooms and Porches 8

 Patios and Awnings 8

 Storage Sheds 9

 Additional Recreational Vehicle Roofs 9

 Free Standing Canopies 9

 Site Pads..... 9

 Trees, Shrubs and Hedges..... 9

 Fences 9

Location and Size of Recreational Vehicles (Section 6) 10

Non-Conforming Sites (Section 7)..... 10

Designated Members (Section 8) 10

Complaints (Section 9) 10

Motor Vehicles (Section 10)..... 11

 Parking and Storage..... 11

Sleeping Accommodations (Section 11) 12

Speed Limit (Section 12)..... 12

Boats (Section 13)..... 12

 Size and Storage..... 12

 Boat Launch 13

Department Of Fisheries and Oceans (DFO) Regulations and Restrictions (Section 14)..... 13

Common Property (Section 15) 13

 Access 13

 Kites..... 13

 Tent..... 13

Soliciting (Section 16)..... 14

Rentals (Section 17) 14

Site and Property Maintenance (Section 18) 15

 Maintenance 15

 Garbage:..... 15

Fires And Fire Materials (Section 19)..... 16

 Fire Closures 16

 Beach Fires..... 16

 General Fire Safety..... 16

 Smoking..... 16

Pets (Section 20) 16

Noise (Section 21)..... 17

Utilities (Section 22) 17

Water 17
Sewer 17
Telephone..... 17
Laundry 17
Electricity..... 17
Electrical Gate Openers and Keys..... 18
Financial (Section 23) 18
 Assessments and Calls..... 18
 Remuneration of Directors..... 18
 Rules and Regulations Access 19
For The Good of the Park (Section 24) 19
Contact Information (Section 25) 19
Appendixes (Section 26) 20

Introduction (Section 1)

General

The 'Internal Regulations' of the OPRAC include regulations pertaining to zoning, Capital Regional District (CRD) bylaws and/or restrictions, park use, and general regulations regarding the use of individual lots and common property.

Members and Directors develop the Association's 'Internal Regulations'. Updates and revisions are usually presented to members at an annual general meeting and are voted on by ordinary resolution.

However, the Directors have the power to amend the 'Internal Regulations', if required, without presenting those amendments to the membership for a vote.

Definitions (Section 2)

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'.

Intermittent:

'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').

As such, sites cannot be used as a permanent residence.

Plans

In relation to any site alteration, shed replacement and/or request to bring a new RV onto a site, 'plans' containing the following must be submitted in writing to the Property Manager:

- Date, lot number, member(s) name(s)/phone number/email.
- A 'scale' drawing of the lot including **measurements of all** current/planned items – lot 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 lot lines.
- A note of the planned colour of the item(s).

Approved plans are valid for a period not to exceed 90 days.

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)

Travel Trailer:

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

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’)

NOTE:

With the above definitions in mind, the following types of RV units 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

Park Model Trailer 102: 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 site 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.

The following definition has been supplied by the ‘Canadian Recreational Vehicle Association’ and very closely aligns with the definitions in CRD bylaw 2040 above:

‘Recreational vehicle means a structure designed to provide temporary accommodation for travel, vacation or recreational use, and to be driven, towed, transported. Living accommodation may include sleeping, kitchen, bathroom, systems for fresh water and wastewater, 110/12v electricity, propane, heating, conditioning and entertainment. It has an overall length not exceeding 12.5m (41 ft.)* and an overall width not exceeding 2.6m (8’6”) where the width sum of the distance from the vehicle centerline to the outermost projections on the side (including door handles, water connection, etc.) when the vehicle is folded and stowed away for transit. Such structures include travel trailers, fifth wheels, trailers, slide-in truck campers and motor homes.’

- * For a fifth wheel travel trailer this measurement shall be 11.3m (37 ft.) from the extremity to the front of the main body measured at the floor line.

NOTE:

The OPRCA requires that:

- **ANY** vehicles used for sleeping purposes **MUST INCLUDE:**
 - Sleeping and kitchen facilities.

Non-Compliance (Section 3)

All members, guests, visitors and renters must abide by the 'Rules' and 'Internal Regulations' of the Otter Point Co-operative Association. It is the responsibility of member(s) or their representatives) to ensure compliance.

Guests and visitors are subject to immediate eviction by two Directors for infractions of any of the 'Rules' or 'Internal Regulations' of the Association.

The Board has the right to deny the rental of a lot when it has been demonstrated that a renter and/or a member have not complied with the 'Rules' / 'Internal Regulations' in the past.

When a member(s) or their guests, visitors or renters do not comply with a rule and/or internal regulation, the member will be given written notice of the violation (except in urgent situations where the notice may be given in person or via telephone when immediate action is required).

All members or their representatives receiving notice shall be notified of a hearing before the Board concerning the violation and shall be given the opportunity to appear and speak on their own behalf. Should the Board find that the member is in violation or non-compliance of a rule and/or regulation, the member must, within the time specified by the Board, take such action as to comply with the rule and/or regulation.

The Directors may, at their absolute discretion, also take such steps as to remedy any non-compliance of the 'Rules' or 'Internal Regulations'. Any such steps may include but are not limited to the demolition of any premises or structures on a site that may be hazardous to any member or visitor. The cost, to the member(s) for any such actions will be in addition to the amount of any fines imposed for the non-compliance.

NOTE: Fines will be assessed at the Board's discretion for non-compliance of any sections of the 'Internal Regulations'. See 'Appendix B - Non-Compliance Schedule of Fines'.

Any penalties or costs assessed, if not paid pursuant to the terms of these 'Internal Regulations', will be added to the annual assessment of the member(s). The shares of the member cannot be sold until such time as the full amount of any fines, interest and costs are paid to the Association. While a member is in breach of any rule or internal regulation or has not satisfied any fines or assessment, including interest, they will not have any right to vote at any general meeting and will not be entitled to sit as a Director of the Association or hold a position on any committee.

Accommodation and Residential Limitations (Section 4)

The Otter Point Recreational Co-operative Association 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:

g) 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' (See 'Definitions' (Section 2)')

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

Therefore:

- No lot 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,

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.

Once a lot has been utilized for the maximum of six months (182 days) in a calendar year, the member(s) of that lot are no longer able to utilize park amenities including: laundry, washroom facilities and boat ramp.

In addition to staying in the park, each day a member utilizes park amenities – those days are 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 units/lots.

Construction (Section 5)

With regard to construction (as per the CRD final letter 'Appendix A – CRD Final Decision Letter'):

- **'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 ‘Section 26’ ‘Appendix A’.

Approvals

Members wishing to bring in a new RV, replace a shed, **install pavers**, replace/repair/install stairs/landings or roofs, replace/install a fence or remove/plant trees, shrubs or hedges must first send ‘plans’ and a written request for approval to the Property Manager. See ‘**Appendix B - Non-Compliance Schedule of Fines**’.

- All requests for approval must be submitted to the Property Manager who will forward it on to the Directors for approval.
- All requests must include ‘scale’ drawings of the member(s)’s site along with all measurements and placements of all objects on the lot (see ‘Plans’ in ‘Definitions’ (Section 2’).
- Approvals for changes to RV’s, sheds, fences, trees, etc. will remain approved for **90 days from the date of approval** and will expire after that date.
- Changes not made prior to the expiry date on the original document will require a new written request for approval.
- Please note: As not all Directors are in the Victoria area, it may take time to approve plans. A minimum of **one week’s** time is needed for approvals.

In the case of repairs, the following applies:

Free-Standing Sundecks/Sunrooms and Porches

- The construction of a free standing sundeck/sunroom where one does not currently exist is **not** permitted.
- Decks and patio enclosures (ground level) must **abut** the RV and cannot 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 Directors. This is permitted for a period of 30 days only.

Stairs and Landings (from RV doors)

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

Patios and Awnings

- The construction of a patio (with paver stones) is allowed, **with approval**.
- Awnings must be manufactured RV awnings and must be attached to the RV.
- Materials are to be in neutral colors only (any other color must be approved by the Directors).

Storage Sheds

- Plans to replace an existing shed with a new ‘prefab’ or hand built shed must be submitted to the Property Manager in writing (see ‘Plans’ in ‘Definitions (Section 2)’).
- Sheds cannot 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 cannot be more than another foot and a half (to a total maximum of 8 feet high from the ground level).
- The color of all sheds must be in earth tones or the same basic shade of the recreational vehicle.
- No plumbing is allowed in sheds.
- All new and/or relocated sheds (including fascia boards and drip edge) must be at least one foot from property lines and three feet from the paved roadway.

Additional Recreational Vehicle Roofs

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

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.

Site Pads

- Sidewalk blocks or patio blocks may be used on site pads.
- Concrete or cement pads are **not** to be poured anywhere on a member’s site.

Trees, Shrubs and Hedges

- A written request to plant or remove any trees, shrubs or hedges must be submitted to the Property Manager for approval by the Directors.

Fences

- Fences must first be approved by the Directors.
- No fences are to be constructed by a member on common property.
- All side lot fences must be six (6) feet from the roadway.
- Back and side lot fences may be anchored with cement.
- No fence may exceed four (4) feet in height.
- All back and side lot fences are to 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.
- **Non-perimeter fences:**
 - Any non-perimeter fences/windcreens placed on a lot must be free standing and cannot be anchored with underground cement.

- These may be made of wood / composite board or tempered/acrylic glass to a maximum of 4' in height.
- These must be taken down during the heavy, high winds and winter season.
- Any unsightly or poorly maintained fences must be repaired and painted or removed from the property.

Location and Size of Recreational Vehicles (Section 6)

- See “Definitions (Section 2)” for specific rules about recreational vehicle size, etc. allowed in the Co-op.
- Trailer tongues must not extend onto common property.
- Individual site 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).
- RV’s must be placed parallel to side lot lines.
- For fire safety, views and privacy reasons, RV’s may not be placed on the side of a member lot so as to be directly beside a neighbouring RV.
- RV’s may not be blocked up higher than the distance required to allow for the rotation or removal of the wheels.

Non-Conforming Sites (Section 7)

- Members with non-conforming sites will be advised in writing of any violations.
- When the shares with respect to a non-conforming site are sold or transferred to a new member, all construction or other violation(s) on the site must be corrected prior to or immediately after the sale of the site (including the site and any recreational vehicle, boat and/or shed upon it at the time of sale).
- The Directors and the Association’s lawyer will be advised so issues may be addressed when shares are sold.
- Any alteration to a member site must be pre-approved by the Directors. See ‘Construction (Section 5)’.

Designated Members (Section 8)

Shareholders of corporate memberships shall nominate, in writing to the Property Manager, one of their members as the “designated member”. The designated member must be a shareholder of the corporate membership.

The designated member may use the site in the same manner as any other member. All shareholders of corporate memberships not part of the designated member’s family shall be considered guests or renters. The designated member may be amended on three months’ written notice to the Property Manager.

Complaints (Section 9)

All complaints must be submitted in writing to the Property Manager. The complaint **must include** the complainant’s name, site number and date. Any complaints that do not contain these will not be addressed.

Complaints will be addressed by the Directors **or the Property Manager** at their earliest convenience and will be dealt with in confidence.

All resolutions will be conveyed to the initiating member as soon as possible.

Motor Vehicles (Section 10)

Parking and Storage

- Two vehicles (car, truck, etc.) or one vehicle and a boat (or golf cart) may be parked on a site, provided there is sufficient space.
- **Where a member lot 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 member's lot.
- Parking on another member's site is not permitted unless permission has been obtained from the owner of the site.
- While members are in residence in the park, additional vehicles may be parked in the members' parking lot. Vehicles cannot be stored in this area.
- **Parking is not allowed on any common property or roadway.**
- Written application and approval must be received from the Directors before a second recreational vehicle can be stored on a site.
- Campers used as transportation while the member is using the site are allowed.
- No **on** road parking is allowed.
- 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.

License, Registration and Insurance

- All vehicles moving within the park (including boat trailers) must be properly licensed, registered and operated as required by the 'Motor Vehicle Act' of the Province of British Columbia.
- The licensing of golf carts is not required. They are only permitted to operate on the roadways and the owner(s)'s lot and not on any other common property.
- All members with RV's, sheds, vehicles, golf carts, boats and boat trailers on their sites or anywhere in the park, must ensure that a minimum of \$1,000,000 valid public liability insurance is carried.
- 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 Directors.
- The above noted insurance stipulation also applies to any visitors using a member(s)'s lot. **It is the members' responsibility to ensure visitors have the above noted insurance.**

Sleeping Accommodations (Section 11)

- Storage sheds with sleeping accommodations may be used only when members, visitors or renters are present and are occupying the main recreational vehicle.
- Sleeping accommodation in any recreational vehicle other than the primary unit on the lot is not permitted.
- **Boats, tents, cars, trucks, non camperized vans and patios/sundecks are not to be used as sleeping accommodations.**
- Overnight sleeping in any type of vehicle in the front parking lot is not allowed.

Speed Limit (Section 12)

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

Boats (Section 13)

Size and Storage

- One boat per site is allowed but if there is no recreational vehicle/trailer on the site, up to two boats per site is allowed.
 - One other small boat (canoe, etc.) may be kept on a member's lot.
- 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.'*
- Per motion passed at the 2010 AGM: Oversize boats may be parked short term on a member(s)'s lot with preapproval from the Board written letter of permission.
- 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 the member's site.

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. They are not to 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 lot or,
 - The non-member has the use of a lot with a VIF submitted – to park their vehicle and boat for the day. The lot owner takes into consideration this day as one of their 182 days' use (if they are not in attendance).

Department Of Fisheries and Oceans (DFO) Regulations and Restrictions (Section 14)

Members, guests and renters are expected to abide by all DFO regulations and restrictions. Specifically:

- Canning
- Fish limits
- Freezing
- Operator's certificate - Power boating course
- Licenses
- Closures – When available area closures will be posted on the bulletin board

Common Property (Section 15)

Access

- Access to common property is not to be restricted in any way.
- All members, guests and renters are entitled to use the common property.

Kites

- Because unpredictable winds may cause kites to injure and/or damage RV's, vehicles and boats, they are not to be flown within the park or on the waterfront.'

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 Directors.

- The tent is for the use of all members, visitors and renters.
- The tent can be booked for special events and a note of the booking must be made on the calendar (posted on the notice board by the washrooms).

Soliciting (Section 16)

- No business or solicitation of orders for products and services is permitted in any manner whatsoever anywhere on the property.
- The use of ANY electronic means (i.e. Airbnb, VRBO, OPRCA website, etc.) or external agent to ‘advertise’ a lot/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 lot # of the property for sale and the pertinent contact information.
- A request to advertise a site for sale on the Association’s website can be made through the ‘Contact’ page on the site or via an email to: 7899otter@gmail.com

Rentals (Section 17)

For the purposes of this Section 17, “rental” means any stay in or on a lot or lot/RV by a person who is not a member of OPRCA.

OPRCA is a **private** recreational cooperative. All rentals of lots or lots/RV’s in the park are limited to friends and family of members only. **Rentals to anyone not known to the member are NOT permitted.**

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

- Are limited to a **maximum of 30 days** to an individual(s) at any given time,
- May only be extended beyond 30 days with **signed approval** of at least two Directors.
- Dates specified 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 (182 days) in a calendar year.
- Any cancellations or amendments to the VIF must be emailed to: 7899otter@gmail.com and to CPM at: johnm@cornerstoneproperties.bc.ca.
- If you are unable to email the VIF, it can be completed (in full) and left in the mailbox at the Caretaker’s residence.

General Rental Information:

- Members are responsible for renting their site and/or recreational vehicle and for collecting any fees charged.
- Members are responsible for the renters’ understanding and obeying all ‘Rules’ and ‘Internal Regulations’ of the Association.
- The use of ANY electronic means (i.e. Airbnb, VRBO, OPRCA website, etc.) or external agent to ‘advertise’ a lot/RV in the park for rent or act on behalf of the member **is strictly prohibited**.

- Members are not allowed to rent or lease their site for a cumulative period of greater than six months in any calendar year (see ‘Definitions’ and ‘(Section 4)’).
- A person who used a site for six months of the year **cannot** then move to another site.
- A ‘Visitor Information Form’ must be completed by the member(s) and submitted to 7899otter@gmail.com and CPM at: johnm@cornerstoneproperties.bc.ca **prior to** persons occupying a lot.
- Members’ families are included in this requirement when the member is not going to be in residence.
- The noted insurance stipulation in ‘Motor Vehicles’ (Section 10)’ also applies to any persons renting a lot from a member. It is the member(s)’ responsibility to ensure that renters have the above noted insurance in place.
- Directors **may deny** the rental of a lot in circumstances where the proposed rental contravenes the ‘Internal Regulations’ and/or the member/renter has demonstrated non-compliance in the past. See ‘Appendix B - Non-Compliance Schedule of Fines’.
- All complaints regarding rental units **must be provided, in writing** (including the date, complainant’s name and lot number) and emailed to: 7899otter@gmail.com and to CPM at: johnm@cornerstoneproperties.bc.ca.

Site and Property Maintenance (Section 18)

Maintenance

- Each member is required to assist in the maintenance of the natural environment of the property.
- No clotheslines are permitted on the site (a small clothes-horse is permitted for use on a sundeck or patio).
- Members are responsible for the maintenance of their site and any improvements.
- **Directors, contractors, and /or member volunteers - at the direction of the Board - have access to all member lots 24/7, 365 days a year to perform maintenance as required.**
- Any items that are broken or not in service (i.e. antennas, engine parts, construction material, etc.) should be taken down and removed from the park.
- If a member is unable to handle the maintenance and/or improvements of their site, a written request may be made to the Property Manager for assistance.
- Any member who allows their site or improvements to become unkempt will be advised, in writing, by the Directors. See ‘Appendix B - Non-Compliance Schedule of Fines’.

Garbage:

- Members must remove from the park all garbage and waste for which they are responsible.
- Garbage is to be sealed in garbage bags before depositing it in the garbage bin.
- Construction or building scraps, cardboard or carpeting **must be removed** from the Association’s property. 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 **separate all** garbage for recycling and composting as noted on the bins.
 - **The park will be fined if this is not done correctly.**
- **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.

Fires And Fire Materials (Section 19)

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 Directors on the bulletin-board at the washrooms.

Beach Fires

- Care and consideration should be shown to members whose sites are located on beach frontage.
- Children **must** be under adult supervision at all times.
- 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).
- Members are responsible for supplying their own firewood and removing any excess wood after a fire is extinguished.
- No personal firewood is to be stored on the beach.

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.

Smoking

- Smoking is 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 (Section 20)

- Pets are permitted in the park.
- Pets are not permitted to enter any other member's site 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.

Noise (Section 21)

- No radios, recorders, televisions, parties or other sources of noise shall be audible on neighboring sites 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 8:00a.m.
- Noise must be kept at reasonable levels at all times so as not to disturb other members, guests and renters.

Utilities (Section 22)

Water

- Potable water is supplied to each site.
- Any changes or extensions of water outlets must be submitted in writing to the Property Manager for approval by the Directors.
- All main water taps/valves must be shut off before leaving and when not returning within 24 hours.

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 site and clearly attributable to that site will be the responsibility of the owner of that site.
- Washing machines **are not allowed** in recreational vehicles or in storage sheds.
- Sewer lines not in use must be properly capped at all times.
- Sewer hoses must be in good condition at all times (an appropriate elbow adapter connector must be used).

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 (Section 25)' below.

Laundry

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

Electricity

- Electrical power plugs for each site are 30 amps, 110/120 volts.
- Any changes or extensions of these outlets must be submitted in writing to the Property Manager for approval by the Directors.
- Care should be taken 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 should identify which shed their own breaker is in.

Electrical Gate Openers and Keys

- Members should ensure they obtain gate openers and keys from previous owners.
- **Members must ensure all keys and gate openers are returned to them by renters and guests.**
- Members may purchase gate openers/keys from the Caretaker.

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 **severe penalties**.
- No personal Wi-Fi security surveillance cameras are to be operated using the OPRCA Wi-Fi
- Members using the park's Wi-Fi to run a security surveillance camera will (after a first warning) be fined . See '**Appendix B - Non-Compliance Schedule of Fines**'.

Financial (Section 23)

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. All 108 sites share these costs.
- Property taxes are assessed according to the number of shares assigned to each site.
- Annual member assessments are prepared and provided to members prior to each annual general meeting and are due and payable by June 30 each year.
- A \$250.00 fine will be assessed to shareholders for late payment of annual assessments. Additionally, compound interest of 2% will be charged on unpaid assessments, including the fine. See '**Appendix C – Collection Process**'.
- The Association assesses a \$100 administration fee to cover any expenses incurred when shares for lots are transferred.

Remuneration of Directors

The Directors of the Association are not paid any remuneration. 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 current British Columbia government rate.
- Where ferry travel is required, the cost of the fare will be reimbursed at the current BC Ferry rate on the date the expense was incurred.
- Receipts are required for all reimbursement expenses (excluding gas as mileage is paid instead).

Rules and Regulations Access

- ‘Rules’ and ‘Internal Regulations’ can be viewed/printed from the Association’s web site.
- 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.

For the Good of the Park (Section 24)

- 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, guests and renters.
- The use of member sites as a short cut to another area of the park is not permitted (unless prior permission from that member has been obtained). This includes empty lots in the park.
- Marked pathways must be used at all times.
- No vehicles can be parked either partially or fully on the common roadways.
- No fireworks are to be set off on OPRCA property & must be set off facing the sea if done on the beach.
- Members are **not** to contact the Caretaker directly with general complaints or requests for work to be completed within the park. These requests **must** be made in writing to the Property Manager and must include the member’s name/site number and date or no action will be taken.
- No member or visitor is permitted to deface or otherwise damage or litter around any of the buildings or common areas of the park.
- Members will be held responsible for any damage caused by themselves, their guests or renters.
- Member sites are **not** to 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 **cannot** use the park address for the delivery of mail.
 - If a member 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.
 - If you are expecting a delivery, ask the driver to park in the parking lot, sign in and walk in to deliver your goods (or have them contact you to come to the gate when they arrive).
 - The Caretaker will not let delivery vehicles into or out of the park.

Contact Information (Section 25)

Park address and contact information is as follows:

- Physical address: 7899 West Coast Road
- Mailing address: c/o - Property Manager, Cornerstone Properties Ltd. - 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 lot for sale: 7899otter@gmail.com
- Cornerstone Properties Ltd. site: <https://www.cornerstoneproperties.bc.ca/login>
 - A log in is required to access park's portion of this site.
- 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 (Section 26)

Appendix A – CRD – Land Use Decision(s)

For a number of years, Director worked with the Capital Regional District (CRD) to rectify issues with regard to how zoning (Section 2) and the current CRD Bylaw 2040 (Section 4) 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 Directors 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). They 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. They indicated that only repairs to existing structures not involving structural alterations could be done (at the risk of the owner).

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 A' on next page.

Appendix B - Non-Compliance Schedule of Fines

See below.

Appendix C – Collection Process

See below.

Appendix A - 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 - Non-Compliance Schedule of Fines

Ratified by the Board December 17, 2021

NOTE: - ‘Non-Compliance Fine’ decisions require the majority of Directors agreement.

- If the member(s) don’t respond to Board letters/requests the process moves to the next step.

- A monthly statement is sent to the member(s). All fines are due immediately (2%/month compounded interest accrues until full payment is made).

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Lot Maintenance	<ul style="list-style-type: none"> Letter: Expressing concerns and requesting action by the member. 	<p>30 days after 1st letter</p> <ul style="list-style-type: none"> Letter: Reiterating concerns and advising that non-compliance will result in work being done by a 3rd party and billed to the lot. 	<p>30 days after 2nd letter</p> <ul style="list-style-type: none"> Board requests work be completed by 3rd party. Cost billed back to member. Letter: Including a statement of the billed back amount. 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A
Stays Exceeding CRD Maximum Stay of 182 days/6 months	<ul style="list-style-type: none"> Letter: Requesting a departure date and reminder the member(s) are nearing the 6 months maximum stay. Request to include that the member provide details of the nights they have stayed in the park. 	<p>30 days after 1st letter</p> <ul style="list-style-type: none"> Letter: Reiterating concerns and advising they must: <ul style="list-style-type: none"> Provide detail listing of nights stayed. Exit the park/not allow anyone to stay overnight on the lot for the remainder of the year or, Request that the member meet with the Board. Notifies the member that they may be subject to a fine of \$50/night for each night that exceeds the maximum should they choose not to comply. 	<p>14 days after 2nd letter</p> <ul style="list-style-type: none"> Letter: Advising that a hearing with the Board is scheduled (including date and time) and that if the member does not attend, non-compliance fines will begin immediately. 	<p>7 days after hearing with Board</p> <ul style="list-style-type: none"> If the Board determines the maximum usage of the lot has been reached and the member does not comply – A fine of \$150/night begins immediately. 	<ul style="list-style-type: none"> As per Section 3-4 of the “Rules”, the Board has the right to consider ‘Termination of Membership’ .
Construction/ Modifications (to lots, RV’s, landings, patios, etc.) Without Board Approval	<ul style="list-style-type: none"> Letter: Expressing concern that the board has not received a request for the alterations and that ALL work must stop until approved by the Board and that a written request must be sent to the Board for approval. 	<p>21 days after 1st letter</p> <ul style="list-style-type: none"> Letter: Reiterating concerns and advising they must stop ALL work, that they may be subject to a fine of \$25/day and that if work is not approved by the Board, they will have to put things back to the way they were prior to alterations. 	<p>10 days after 2nd letter</p> <ul style="list-style-type: none"> If the member(s) does not comply – A fine of \$25/day is assessed against the lot beginning immediately 	<p>21 days after 3rd letter</p> <ul style="list-style-type: none"> Board requests a meeting with the member(s). 	<p>30 days after 4th letter</p> <ul style="list-style-type: none"> If the member(s) does not comply, the Board engages lawyer to communicate with member(s) to seek compliance. Legal costs are billed back to the member lot.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Personal Security Surveillance Cameras Using the Park's Wi-Fi	<ul style="list-style-type: none"> Letter: Expressing concern that they have security cameras that are using the park's Wi-Fi and to immediately disconnect it/them. 	<p>30 days after 1st letter</p> <ul style="list-style-type: none"> Letter: Advising a fine of \$50/month is being levied (beginning immediately) until the camera (s) is disabled. 	<p>30 days after 2nd letter</p> <ul style="list-style-type: none"> If member does not comply – Have technician reduce or shut off Wi-Fi for all devices used on the lot. 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A

V 16 – Revised 21 12 17

Appendix C – Collection ProcessRatified by the Board October 13, 2021

The 'Collection Process' applies to arrears owed for annual assessments and non-compliance fines. It begins for all outstanding amounts owed not paid by June 30th.

- After each fiscal year end (April 30), a 'Statement of Account' is calculated for member(s) lots (Including costs for individual hydro usage and shared OPRCA costs).
- If any 'Non-Compliance Fines' (See 'Appendix B') are outstanding, a separate 'Statement of Account' is calculated.
- Both statements are emailed or mailed to the member(s) in May and are due and payable before June 30th.
- The 2%/month compounded interest continues to accrue on all arrears throughout this process.

Number of days in arrears from June 30th:

	15	45	75	105
Property Manager (PM)	<ul style="list-style-type: none"> • For 'Annual Member Assessment' arrears: <ul style="list-style-type: none"> ○ Sends a 'Payment Due' letter to the member(s) advising them of the \$250 fine, 2%/month compound interest (beginning July 15th) and that the payment <u>is due immediately</u>. • For all other arrears: <ul style="list-style-type: none"> ○ Sends a 'Payment Due' letter to the member(s) advising them that the 'fine' plus interest <u>is due immediately</u>. 	<ul style="list-style-type: none"> • On August 15th the <u>second</u> 'Payment Due' letter to the member(s) is sent advising them of the updated total arrears owing due immediately. 	<ul style="list-style-type: none"> • On September 15th the PM contacts the OPRCA lawyer to send a letter to the member(s). 	
Lawyer			<ul style="list-style-type: none"> • Sends a letter that includes a notification that if the payment is not made within 30 days (by October 15th), active collection of the arrears will begin. 	<ul style="list-style-type: none"> • Lawyer actively begins the collection process. • Actions may include: <ul style="list-style-type: none"> ○ Demand letter, credit bureau notification, legal action, forfeiture of shares, judgement, attachment to wages/personal property, etc. • The lawyer <u>may</u> agree to a payment plan (interest continues to accrue). • 'Forfeiture of Shares' – OPRCA ' Rules – Forfeiture of Shares (13 – 15) apply. • <u>All lawyer's fees</u> are charged back to the member(s) who are in arrears.