

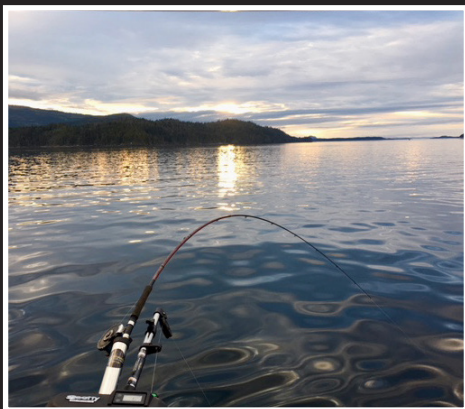
Telegraph Cove



Dockside 29 Unit #26
MLS® 742202

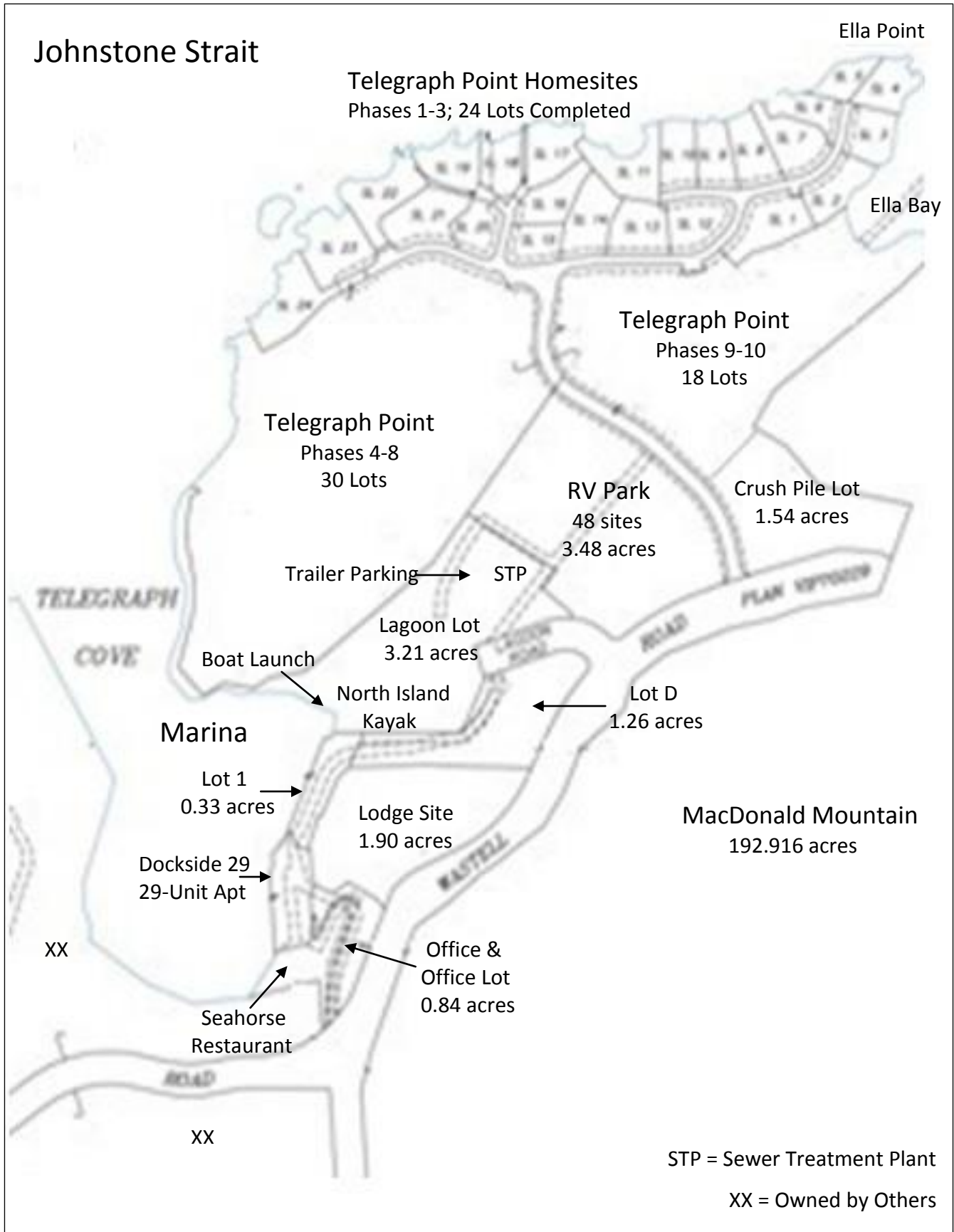
BOB EDWARDS
REAL ESTATE GROUP
Making Dreams Come True

exp[™]
REALTY



Telegraph Cove Holdings Ltd.

Cove Area Map



TITLE SEARCH PRINT

File Reference: #26 dockside 29

2021-05-24, 09:57:27

Requestor: Bob Edwards

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

Land Title Office

VICTORIA

VICTORIA

Title Number

From Title Number

CA3998107

ET139711

Application Received

2014-10-02

Application Entered

2014-10-09

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

DOCKSIDE 29 OWNERS CORPORATION, INC.NO. BC0644589
BOX 3-7
TELEGRAPH COVE, BC
V0N 3J0

Taxation Authority

Courtenay Assessment Area

Description of Land

Parcel Identifier:

025-501-518

Legal Description:

LOT 2 OF DISTRICT LOT 79 AND BLOCK I OF DISTRICT LOT 2248 RUPERT
DISTRICT PLAN VIP74296
SEE PLAN FOR LIMITED ACCESS

Legal Notations

HERETO IS ANNEXED EASEMENT EC109102 OVER THAT PART OF LOT 1,
PLAN 49316 INCLUDED IN PLAN 49317
SERVIENT TENEMENT CANCELLED AS TO PART IN PLAN VIP60989 BY EJ14227
1995-02-03
EASEMENT EC109102 APPLIES ONLY TO THAT PART FORMERLY PART OF DISTRICT
LOT 79, RUPERT DISTRICT, EXCEPT PLAN 49316
DOMINANT TENEMENT WITH RESPECT TO EASEMENT EC109102 MERGED AS TO
PART OF DISTRICT LOT 79, RUPERT DISTRICT IN LOT 1, PLAN VIP74296

HERETO IS ANNEXED EASEMENT EN2884 OVER PART OF LOT 1, PLAN VIP61691
SHOWN ON PLAN VIP68417

HERETO IS ANNEXED EASEMENT ET112471 OVER THAT PART OF LOT 1,
PLAN VIP74296 SHOWN ON PLAN VIP74297
(LIMITED ACCESS)

TITLE SEARCH PRINT

File Reference: #26 dockside 29

2021-05-24, 09:57:27

Requestor: Bob Edwards

Charges, Liens and Interests

Nature:	RIGHT OF WAY
Registration Number:	E2001
Registration Date and Time:	1975-10-16
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA PART FORMERLY LOT F, PLAN VIP71975
Nature:	COVENANT
Registration Number:	EC109096
Registration Date and Time:	1989-10-20 13:42
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF MOUNT WADDINGTON
Remarks:	INTER ALIA PART FORMERLY LOT F, PLAN VIP71975
Nature:	COVENANT
Registration Number:	EC109097
Registration Date and Time:	1989-10-20 13:42
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA PART FORMERLY LOT F, PLAN VIP71975
Nature:	COVENANT
Registration Number:	ES12283
Registration Date and Time:	2001-02-20 12:14
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA REGIONAL DISTRICT OF MOUNT WADDINGTON
Remarks:	INTER ALIA PART FORMERLY LOT F, PLAN VIP71975
Nature:	COVENANT
Registration Number:	ES20068
Registration Date and Time:	2001-02-20 12:14
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA
Nature:	EXCEPTIONS AND RESERVATIONS
Registration Number:	ET106159
Registration Date and Time:	2002-09-16 13:08
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA SECTION 50, LAND ACT

TITLE SEARCH PRINT

File Reference: #26 dockside 29

2021-05-24, 09:57:27
Requestor: Bob Edwards

Nature: STATUTORY RIGHT OF WAY
Registration Number: EX65857
Registration Date and Time: 2005-06-03 12:40
Registered Owner: TELEGRAPH COVE UTILITIES LTD.
INCORPORATION NO. BC0570146

Nature: STATUTORY RIGHT OF WAY
Registration Number: FA56745
Registration Date and Time: 2006-05-11 12:37
Registered Owner: TELEGRAPH COVE UTILITIES LTD.
INCORPORATION NO. BC0570146

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2021-05-24, 09:57:27

File Reference: #26 dockside 29

Requestor: Bob Edwards

PARCEL IDENTIFIER (PID): 025-501-518

SHORT LEGAL DESCRIPTION:S/VIP74296/////2

MARG:

TAXATION AUTHORITY:

1 Courtenay Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

LOT 2 OF DISTRICT LOT 79 AND BLOCK I OF DISTRICT LOT 2248 RUPERT
DISTRICT PLAN VIP74296
SEE PLAN FOR LIMITED ACCESS

MISCELLANEOUS NOTES:

SRW VIP80976

ASSOCIATED PLAN NUMBERS:

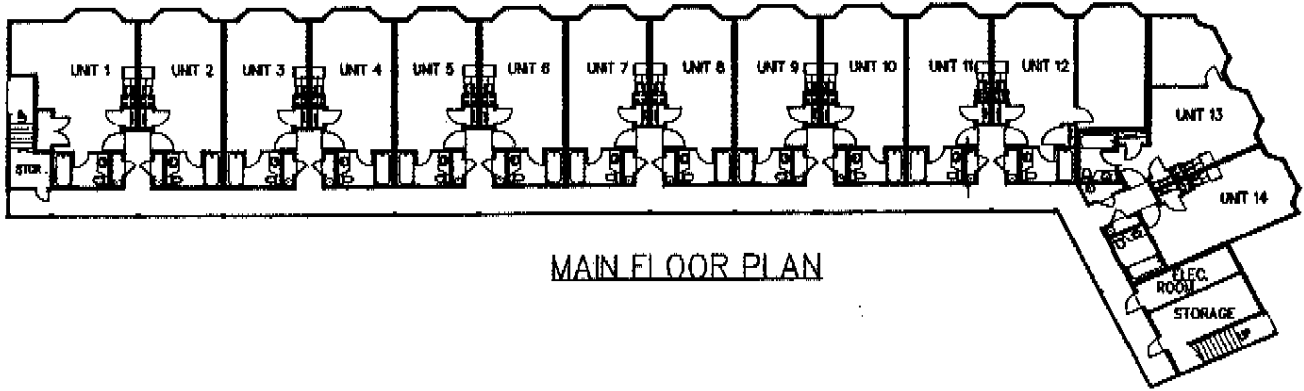
SUBDIVISION PLAN VIP71975

SUBDIVISION PLAN VIP74296

STATUTORY RIGHT OF WAY PLAN VIP80976

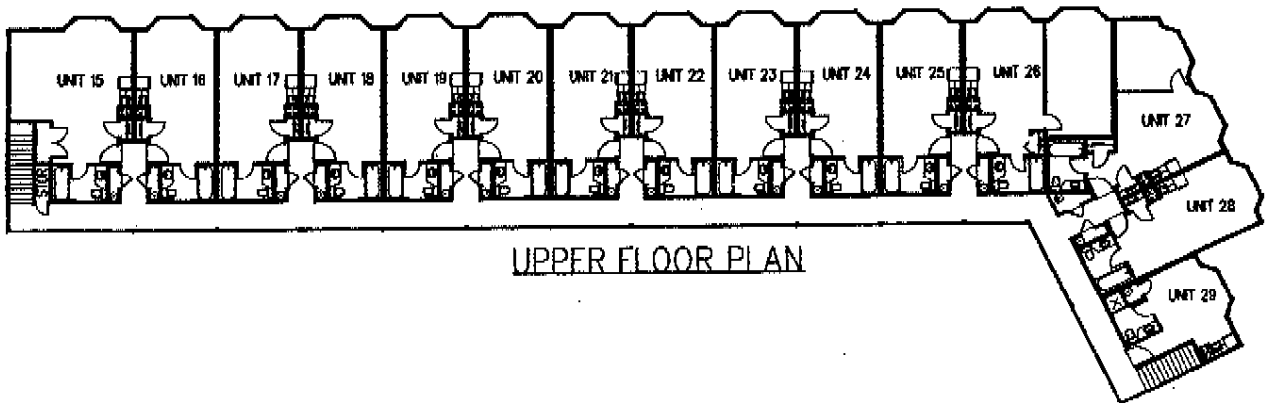
AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

ANNEXURE "C"
PAGE 1 OF 2



MAIN FLOOR PLAN

NOTE: Final interior floor plan detail not exactly as shown



UPPER FLOOR PLAN

DOCKSIDE 29

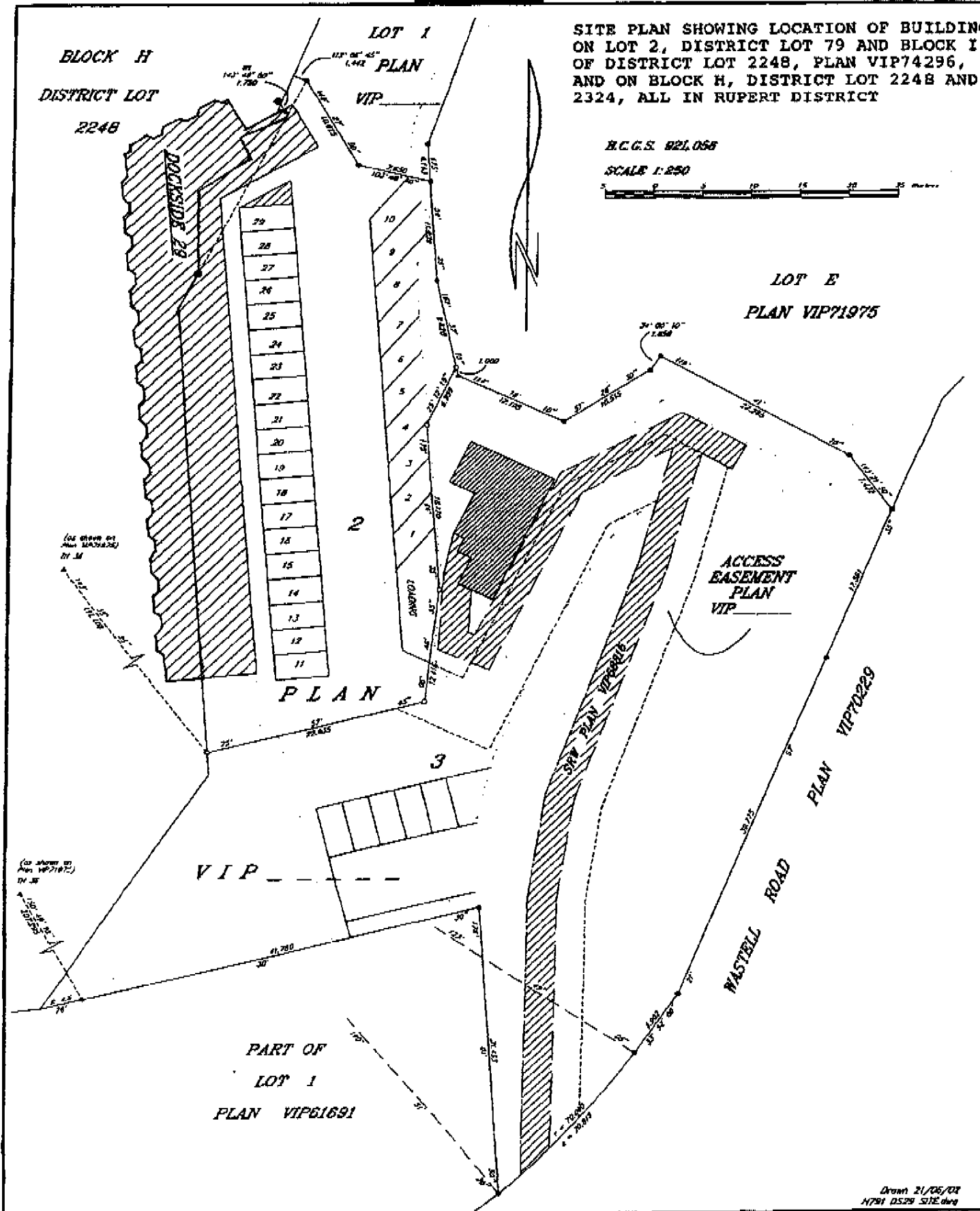
ANNEXURE "C"

PAGE 2 OF 2

SITE PLAN SHOWING LOCATION OF BUILDING ON LOT 2, DISTRICT LOT 79 AND BLOCK 1 OF DISTRICT LOT 2248, PLAN VIP74296, AND ON BLOCK H, DISTRICT LOT 2248 AND 2324, ALL IN RUPERT DISTRICT

H.C.G.S. 821,058

SCALE 1:250



LOT E
PLAN VIP71975

ACCESS
EASEMENT
PLAN
VIP

PLAN C

VIP

PART OF
LOT 1
PLAN VIP61691

PLAN
VIP70229

WASTELL ROAD

Drawn 21/05/07
H791 DS29 SITE.dwg

FILE: H791

DAVID LLOYD JONES & CO.
PLANNERS & ARCHITECTS
100-102
100-102

[Altered Articles as amended by a Shareholders Special Resolution passed at the Company's
July 24th, 2015 Annual General Meeting]

ARTICLES OF
DOCKSIDE 29 OWNERS CORPORATION

PART 1 - DEFINITIONS AND INTERPRETATION

- 1.01 "Building" means a multi-unit residential building consisting of 29 residential dwelling units which is situated upon the land.
- 1.02 "Business Corporations Act" means the Business Corporations Act of the Province of British Columbia from time to time in force and all amendments to it.
- 1.03 "Directors" means the directors of the Company for the time being.
- 1.04 "Land" means those tracts or parcels of freehold and leasehold land located at Telegraph Cove, British Columbia, to which the Company will be acquiring title and a subleasehold interest.
- 1.05 "Manager" means a person engaged by the directors to manage the land.
- 1.06 "Member", unless the context in which this word is found requires otherwise, means a shareholder in the Company.
- 1.07 "Person" means any adult natural person or any partnership, trust, society, body corporate, body politic and any other legal entity, including (without limiting the generality of the foregoing) any ministry, department, agency of, or statutory body created by, any government, including a municipal government. The term "person" as used herein means "person or persons" wherever the circumstances to which the provisions of these articles are to be applied shall reasonably admit or require.
- 1.08 "Register" means the central securities register to be kept in accordance with the provisions of the Business Corporations Act.
- 1.09 "Registered address":
(a) of a director means his address as recorded in the Company's register of directors to be kept pursuant to the Business Corporations Act; and
of a member means his address as recorded in the register.
- 1.10 "special resolution" means:
(a) a resolution passed by a majority of not fewer than 2/3 of the votes cast by those members of the Company who, being entitled to do so, vote in person or by proxy at a general meeting of the Company:
(i) of which notice as the articles provide specifying the intention to propose the resolution as a special resolution has been duly given; or
(ii) if every member entitled to attend and vote at the meeting agrees, at a meeting of which less than proper notice has been given;
or
(b) a resolution consented to in writing by every member of the Company who would have been entitled to vote in person or by proxy at a general meeting of the Company, and a resolution so consented to is deemed to be a special resolution passed at a general meeting of the Company.
- 1.11 "Unit" means those Class "A" Voting Common Shares and those Class "B" Non-Voting Common Shares which are correlated with a particular apartment located in the building, as follows:

**APARTMENT
NUMBER &
PERMANENT
UNIT NUMBER**

UNIT COMPOSITION

01	1 Class "A" Voting Common Share	41 Class "B" Non-voting Common Shares
02	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
03	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
04	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
05	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
06	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
07	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
08	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
09	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
10	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
11	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
12	1 Class "A" Voting Common Share	52 Class "B" Non-voting Common Shares
13	1 Class "A" Voting Common Share	46 Class "B" Non-voting Common Shares
14	1 Class "A" Voting Common Share	34 Class "B" Non-voting Common Shares
15	1 Class "A" Voting Common Share	48 Class "B" Non-voting Common Shares

16	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
17	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
18	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
19	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
20	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
21	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
22	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
23	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
24	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
25	1 Class "A" Voting Common Share	31 Class "B" Non-voting Common Shares
26	1 Class "A" Voting Common Share	52 Class "B" Non-voting Common Shares
27	1 Class "A" Voting Common Share	46 Class "B" Non-voting Common Shares
28	1 Class "A" Voting Common Share	34 Class "B" Non-voting Common Shares
29	1 Class "A" <u>Voting Common Share</u>	27 Class "B" <u>Non-voting Common Shares</u>
TOTALS	29 Class "A" Voting Common Shares	1,000 Class "B" Non-voting Common Shares

- 1.11 "Unitholder" means the holder of those common shares which comprise a unit.
- 1.12 The definitions in the Business Corporations Act on the date these articles become effective shall, with the necessary changes and so far as are applicable, apply to these articles.
- 1.13 Where a word or an expression is defined in these articles, other parts of speech and grammatical forms of the same word or expression have corresponding meanings. The words and expressions defined in this part shall

have the meanings herein set out throughout these articles irrespective of whether they are printed in a bold font or otherwise emphasized, and irrespective of whether the first letter of each appears in upper case or lower case type.

- 1.14 The headings contained in these articles are included solely for reference and do not affect the interpretation of these articles or define, limit or construe the contents of any provision of them.
- 1.15 Wherever the singular or the masculine pronoun is used in these articles, the same shall be construed to mean the plural, or the feminine, or the body politic or corporate, where the context in which this term is found within these articles or the circumstances to which the provisions of these articles are to be applied shall reasonably admit or require.

PART 2 - PURPOSE OF THE COMPANY

- 2.01 The principal purpose of the Company is to acquire the land and to acquire or to construct the building, and to maintain and to operate the same for the benefit of its members as occupants or as landlords renting vacation dwellings. It is not the purpose of the Company to generate a profit from these endeavours.
- 2.02 Class "A" Voting Common Shares and Class "B" Non-Voting Common Shares shall be allotted and issued only in units correlated with each apartment contained within the building in accordance with the terms of paragraph 1.11 of these articles.

PART 3 - SHARES

- 3.01 Issuance. The directors may from time to time cause the Company to allot shares in its capital stock. Class "A" Voting Common Shares and Class "B" Non-Voting Common Shares shall be allotted and issued in units in respect of each apartment contained within the building in accordance with the terms of paragraph 1.11 of these articles. The directors may from time to time issue shares of the Company which are without par value at such price per share as the directors shall from time to time determine.
- 3.02 Shares to have Permanent Number. Every share allotted by the Company shall be allotted as part of a unit and shall be assigned a permanent number as set out in paragraph 1.11 these articles, which number shall be distinct from the number of the certificate upon which it is represented.
- 3.03 Share Certificates to be Deposited. Save as is provided in this paragraph, every unitholder shall maintain the original copies of every Class "A" Voting Common Share certificate and every Class "B" Non-voting Common Share certificate that represents the shares which comprise his unit on deposit with the directors who shall provide photocopies of the same to the unitholder to whom they have been issued together with a letter confirming that the certificates have been issued in the unitholder's name. Where a unit has been mortgaged, pledged or hypothecated to a lender as security for a loan, the original certificates representing the shares comprising that unit may, subject to the provisions of paragraph 17.10 below, be delivered to that lender by the directors on that lender's undertaking to redeliver them to the directors at such time as the loan is repaid or at such time as the lender has realized upon its security.
- 3.04 Worn or Defaced Certificates. If any share certificate is worn out or defaced, then, on production of that certificate to the directors, they may order the same to be cancelled and may issue a new certificate in place of that certificate; and if any share certificate is lost or destroyed, then, on proof of the loss or destruction to the satisfaction of the directors, on paying the prescribed fee to the Company and on giving such indemnity as the directors deem to be adequate, a new certificate in place of the lost or destroyed certificate shall be issued to the person entitled to it.

PART 4 - TRANSFER OF SHARES

4.01 Unit only to be transferred in its entirety. A unit shall only be assigned, sold, transferred, mortgaged, hypothecated, pledged or made the subject of any trust obligation or any transmission in its entirety.

4.02 Transfer of units. Units may be transferred upon presentation to the directors of:
(a) satisfactory evidence of compliance with all applicable securities and other laws; and
(b) a covenant on the part of the intending transferee in substantially the following form:

This MEMBERSHIP COVENANT is dated for reference _____

BETWEEN:

(hereinafter referred to as "the Company")

OF THE FIRST PART

AND:

(hereinafter referred to as "the Intending Member")

OF THE SECOND PART

A. WHEREAS the Intending Member wishes to become the registered holder of 1 Class "A" Voting Common Share and _____ Class "B" Non-Voting Common Shares in the capital stock of the Company, being collectively referred to hereinafter as "the said unit of shares";

B. AND WHEREAS the said unit of shares relates to apartment number _____ (hereinafter referred to as "the said apartment") being an apartment in the building located at Telegraph Cove, British Columbia, and hereinafter referred to as "the land";

C. AND WHEREAS the Intending Member, as the registered holder of the said unit of shares, would be entitled to the exclusive possession, use, occupancy and enjoyment of the said apartment, and the use and enjoyment, in common with other shareholders of the Company, of such portions of the land as may be considered common property, subject to the provisions contained in the Articles of the Company (hereinafter referred to as "the Articles") and the terms and conditions of this Agreement;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the Company granting to the Intending Member for the period during which his name is entered on the register of members of the Company in respect of the said unit of shares the exclusive right of possession, use, occupancy and enjoyment of the said apartment, and the use and enjoyment, in common with other shareholders of the Company, of such portions of the land as are common property as set out in the annexure hereto, the Intending Member covenants with the Company as follows:

(a) to pay any and all assessments or charges properly made against him by the directors of the Company in accordance with the provisions of the Articles, and to observe and to perform all the duties and obligations imposed on him by the Articles or by any rule or regulation properly made by the Company in accordance with the powers contained in the Articles;

- (b) to deliver up to the Company possession of the said apartment whenever the Company shall be entitled to the possession of the said apartment pursuant to the provisions of the Articles;
- (c) to deliver up possession of the said apartment in the event of a sale of the apartment property and in accordance with the possession date fixed by the terms of such sale.

The Intending Member acknowledges having received a copy of the Articles.

IN WITNESS WHEREOF the Intending Member executes these presents on the day and year first above written.

A unit may be transferred by a unitholder to any person upon delivery to the directors of an instrument of transfer in such form as may be approved by the directors from time to time, which instrument of transfer has been duly completed and properly executed by the transferor and the transferee (or by a donee of a power of attorney granted by the transferor or transferee) with all signatures guaranteed by a solicitor who is licensed to carry on the practice of law within the Province of British Columbia, or by a person outside British Columbia who occupies one of the offices or occupations set out in section 63 of the Evidence Act (British Columbia). Where an instrument of transfer is executed on the authority of a power of attorney, there shall be delivered to the directors in addition to that instrument of transfer:

- (a) a notarially certified copy of that power of attorney; and
- (b) the statutory declaration of the attorney which avers that at the time of the execution of the instrument of transfer the power of attorney had not been revoked, and that the attorney had not received any notice of or information concerning the death, disability or bankruptcy of the transferor.

The transfer of the shares which comprise a unit shall be recorded in the register.

- 4.03 Disposition of Instruments of Transfer and Powers of Attorney. All instruments of transfer and all powers of attorney relating thereto which are registered shall be retained by the Company or by its transfer agent or registrar, but any instrument of transfer that the directors decline to register shall be returned to the person depositing the same. The transferor shall remain the holder of the share being transferred until the name of the transferee is entered on the register in respect of that share.
- 4.04 Company Not Obligated to Inquire into Title of Shares. Neither the Company nor any director, officer or agent of it is bound to inquire into the title of shares to be transferred or is liable to the registered or any intermediate owner of those shares, for registering a transfer.

PART 5 - TRANSMISSION OF SHARES

- 5.01 Death of Member. In the case of the death of a member the legal personal representative of the deceased shall be the only person recognized by the Company as having any title to or interest in the shares registered in the name of the decedent. Before recognizing any legal personal representative, the directors may require him to produce the original or a court certified or authenticated copy of the grant or representation, will, order or other instrument or other evidence of the death under which title to the shares is claimed to vest.
- 5.02 Transmission of Share. Subject always to the provisions of paragraph 4.01 above:
 - (a) any person who becomes entitled to a share as a result of the death or bankruptcy of any member -- on producing the evidence required by the Business Corporations Act; or
 - (b) any person who becomes entitled to a share as a result of an order of a court of competent jurisdiction or a statute -- on producing such evidence of such entitlement as the directors should determine to be sufficient;may be registered as holder of the share or may transfer the share.

PART 6 - ALTERATION OF CAPITAL AND SHARES

- 6.01 Except as otherwise provided by conditions imposed at the time of creation of any new shares or by these articles, any addition to the authorized capital resulting from the creation of new shares shall be subject to the provisions of these articles.

PART 7 - BORROWING POWERS

- 7.01 Company May Borrow Money. Subject to the provisions of the following paragraph, the directors may from time to time at their discretion authorize the Company to borrow any sum of money for the purposes of the Company and may raise or secure the repayment of that sum in such manner and on such terms and conditions, in all respects, as they think fit, and in particular, and without limiting the generality of the foregoing, by the issue of bonds or debentures, or any mortgage or charge, whether specific or floating, or other security on the undertaking or the whole or any part of the property of the Company, both present and future.
- 7.02 Special Resolution Required for Borrowings in Excess of Amount of Annual Budget. In any particular fiscal year the directors may not authorize the Company to borrow monies exceeding in the aggregate a sum greater than the amount of the Company's budget for its most recently completed fiscal year, except with the prior approval of the unitholders by special resolution.
- 7.03 Security. The directors may make any debentures, bonds or other debt obligations issued by the Company, by their terms, assignable free from any equities between the Company and the person to whom they may be issued, or any other person who lawfully acquires the same by assignment, purchase or otherwise, howsoever.
- 7.04 Issuance of Debt Obligations. The directors may authorize the issue of any debentures, bonds or other debt obligations of the Company at a discount, premium or otherwise, and with special or other rights or privileges as to redemption, surrender, drawings, allotment of or conversion into shares, attending at general meetings of the Company, and otherwise as the directors may determine at or before the time of issue.

PART 8 - GENERAL MEETINGS

- 8.01 Time and Place. The general meetings of the Company shall be held in accordance with the Business Corporations Act in Canada, in the United States of America, or in the United States of Mexico at such time and in such locale as the directors shall appoint.
- 8.02 Extraordinary General Meeting. Every general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. The directors may, whenever they think fit, convene an extraordinary general meeting.
- 8.03 Notice. Notice of any meeting of the members will be given to each member at his address shown in the register, to every director and to the Company's auditor. Any such notice will be mailed by prepaid mail or be transmitted by fax or by email at least 21 days and not more than 48 days prior to the meeting and will state the date and time at which and the place where such meeting is to be held. The notice will specify the general nature of all business to be transacted at the meeting in sufficient detail to enable the members to make a reasoned judgment of each matter to be considered at the meeting. A copy of the text of any proposed special resolution will accompany the mailing of the notice. Notice of adjourned meetings will be given not less than 2 days in advance and otherwise in accordance with the provisions for notice contained in this paragraph except that such notice need not specify the nature of business to be transacted. Any business may be transacted at the adjourned meeting which might properly have been transacted at the original meeting. Accidental failure to give notice to a member will not invalidate a meeting, any adjournment of the meeting, or any proceeding at the meeting.
- 8.04 Documents to be Considered. If any special business includes the presenting, considering, approving, ratifying or authorizing the execution of any document, then the portion of any notice relating to that document is

sufficient if it states that a copy of the document or proposed document is or will be available for inspection by members at an office of the Company in the Province of British Columbia or at one or more designated places in the Province during business hours on any specified or unspecified working day or days prior to the date of the meeting and at the meeting.

- 8.05 **Special Business.** The following business at a general meeting shall be deemed to be special business:
- (a) all business at an extraordinary general meeting;
 - (b) all business that is transacted at an annual general meeting, with the exception of the consideration of the financial statement and the report of the directors and auditors, the election of directors, the appointment of the auditor and such other business as, under these articles, ought to be transacted at an annual general meeting, or any business which is brought under consideration by the report of the directors issued with the notice convening the meeting.
- 8.06 **Quorum.** A quorum for a meeting of members will consist of unitholders present in person or represented by proxy holding among them not fewer than 15 units. If a quorum is not present on the date for which the meeting is called within one-half hour of the time fixed for the holding of such meeting, the meeting will be adjourned to be held on a date fixed by the chairman of the meeting, which date will be not later than 14 days thereafter, at which adjourned meeting 10 or more unitholders present in person or represented by proxy will constitute a quorum.
- 8.07 **Adjournment if Quorum Not Present.** No business, other than the election of a chairman and the adjournment or termination of the meeting, shall be conducted at any general meeting at any time when a quorum is not present. If at any time during a general meeting there ceases to be a quorum present, any business then in progress shall be suspended until there is a quorum present or until the meeting is adjourned or terminated, as the case may be. If within a half hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be terminated, but in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and if, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall constitute a quorum.
- 8.08 **Chairman.** Save as provided in the following sentence, the president of the Company, or in his absence, one of the directors present, shall preside as chairman of every general meeting. If at any general meeting there is no president or director present within 15 minutes after the time appointed for holding the meeting or if the president and all the directors present are unwilling to act as chairman, the members present shall choose some one of their number to be chairman.
- 8.09 **Chairman May Adjourn Meeting.** The chairman of a general meeting may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.10 **Conduct of Meeting.** No resolution proposed at a meeting need be seconded, and the chairman of any meeting is entitled to move or propose a resolution. In case of an equality of votes the chairman shall not, either on a show of hands or on a poll, have a casting or second vote in addition to the vote or votes to which he may be entitled as a member. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way. In the case of any dispute as to the admission or rejection of a vote, the chairman shall determine the same, and his determination made in good faith is final and conclusive.
- 8.11 **Polling.** A poll demanded on a question of adjournment shall be taken at the meeting without adjournment. Subject to the provisions of the preceding sentence, if a poll is duly demanded, it shall be taken in such manner and at such time, within 7 days after the date of the meeting, and place as the chairman of the meeting directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded. The demand for a poll shall not, unless the chairman so rules, prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A demand for a poll may be withdrawn.

PART 9 - VOTES OF MEMBERS

- 9.01 One Voter per Voting Share. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person has one vote, and on a poll every member, present in person or by proxy, has one vote for each Class "A" voting share that he holds.
- 9.02 Proxyholders and Attorneys. Any person who is not registered as a member, but is entitled to vote at any general meeting in respect of a share, may vote the share in the same manner as if he were a member; but unless the directors have previously admitted his right to vote at that meeting in respect of the share, he shall satisfy the directors of his right to vote the share before the time for holding the meeting, or adjourned meeting, as the case may be, at which he proposes to vote.
- 9.03 Joint Members. Where there are joint members registered in respect of any share, any one of the joint members may vote at any meeting, either personally or by proxy, in respect of the share as if he were solely entitled to it. If more than one of the joint members is present at any meeting, personally or by proxy, the joint member present whose name stands first on the register in respect of a share shall alone be entitled to vote in respect of that share. Several executors or administrators of a deceased member in whose sole name any share stands shall, for the purpose of this article, be deemed joint members.
- 9.04 Committee. A member for whom a committee has been duly appointed may vote, whether on a show of hands or on a poll, by his committee, and that committee may appoint a proxyholder.
- 9.05 Proxies and Powers of Attorney to be Deposited. Unless the directors otherwise determine, the instrument appointing a proxyholder and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of it shall be deposited at a place specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting at which the proxyholder proposes to vote. If the notice of the meeting sets out a fax number to which a proxy or a power of attorney may be transmitted, these instruments may be deposited by being faxed to that number.
- 9.06 Death or Incapability of Member Granting Proxy. A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the previous death or incapability of the member or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of the death, incapability, revocation or transfer has been received at the registered office of the Company or by the chairman of the meeting or the adjourned meeting before the vote is given.
- 9.07 Form of Proxy. Save in any circumstance in which the Business Corporations Act requires a specific form of proxy, an instrument appointing a proxyholder, whether for a specified meeting or otherwise, shall be in such form as the directors shall from time to time accept or approve.
- 9.08 Delegate of Corporate Unitholder. Subject to the provisions of the Business Corporations Act, a corporation which is a unitholder may vote by its duly authorized delegate, who is entitled to speak and to vote either in person or by proxy, and in all other respects to exercise the rights of a unitholder, and that delegate shall be reckoned as a unitholder for all purposes in connection with any meeting of the Company. A corporate unitholder may delegate its power and authority as a member of the Company to any adult individual by delivering to the Company an authorization in substantially the following form. All persons having an interest in the proceedings of the Company shall be entitled to rely upon any resolution or instrument executed by the person named as the delegate in this authorization as being the act of the corporate unitholder delivering it. Such authorization shall remain in effect and shall subsist until revoked by the said corporate unitholder in writing delivered to the Company.

[name of company] (the "Company")
APPOINTMENT OF SHAREHOLDER DELEGATE
BY [name of corporate member]

[name of corporate member] hereby appoints [] (hereinafter referred to as the "delegate") to be its representative, agent, attorney and proxy-holder to act for and on its behalf and in its name in respect of all matters requiring the approval of members of the Company and, without restricting the generality of the foregoing, to attend and to vote at all meetings of members of the Company, to sign any and all ordinary resolutions and special resolutions of the members of the Company, and to execute any and all consents and other instruments submitted to the members of the Company for execution, and hereby ratifies and confirms and agrees to ratify and confirm all that the delegate may lawfully do by virtue hereof, this authority and appointment to be valid until cancelled by written notice.

Dated:

Authorized Signatory:"

- 9.09 Subsidiaries. In the event that the Company should become a shareholder of another non-reporting company (in this paragraph hereinafter referred to as the "subsidiary") the directors may by resolution authorize one person to represent the Company at all meetings of the shareholders of the subsidiary by the issuance to the subsidiary of an authorization in substantially the form set out in the preceding paragraph, mutatis mutandis. The directors may revoke such authorization at any time by resolution.

PART 10 - DIRECTORS

- 10.01 Powers. The directors may exercise all such powers and may do all such acts and things as the Company may exercise and do, and which are not by these articles or by statute or otherwise lawfully directed or required to be exercised or done by the Company in general meeting, but subject, nevertheless, to the provisions of all laws affecting the Company and of these articles and to any rules, not being inconsistent with these articles, which are made by the Company in general meeting, shall invalidate any prior act of the directors that would have been valid if that rule had not been made.
- 10.02 No Expectation of Profit. The directors shall have no duty to cause the Company to operate with the expectation that it will earn profits.
- 10.03 Insurance with respect to the Land. The directors shall have no duty to cause the Company to obtain any policy or policies of insurance in respect of the land or the building to cover damage or consequential damage:
- (a) caused by earthquake or flooding;
 - (b) to any pilings; or
 - (c) caused by the failure, subsidence or displacement of any piling.
- 10.04 Number of Directors. The number of directors shall be 3, except as this number may be changed from time to time by an ordinary resolution.
- 10.05 Remuneration and Reimbursement. The directors shall not be entitled to be remunerated for their work as directors. The Company shall reimburse directors for all reasonable expenses incurred by them or by any of them on the Company's behalf or in the Company's service, provided that such expenses shall be submitted to the Company prior to the end of the fiscal year of the Company in which they were incurred.
- 10.06 Share Qualification. A unitholder, or the unitholder's spouse with the approval of the unitholder, may be elected or appointed to be a Director of the Company.
- 10.07 Retirement and Election of Directors. The directors appointed by the Incorporator of the Company in the Incorporator's first minutes shall hold office until the conclusion of the first annual general meeting to be held after March 25, 2007 (this being the fifth anniversary of the incorporation of the Company). Thereafter, at the conclusion of every succeeding annual general meeting, all the directors shall retire from office. At every

annual general meeting after March 25, 2007 the members shall fill up the vacated offices by electing a like number of directors and, whenever the number of retiring directors is less than the maximum number for the time being required by or determined pursuant to paragraph 10.04 of these articles, they may also elect such further number of directors, if any, as the Company then determines, but the total number of directors elected shall not exceed that maximum. Any person having once been a director is eligible to be re-elected or re-appointed as such provided that he is not disqualified under section 124 of the Business Corporations Act.

- 10.08 Retiring Directors May Continue. If, at any general meeting at which an election of directors ought to take place, the places of the retiring directors are not filled up, such of the retiring directors as may be requested by the newly elected directors shall, if willing, continue in office until further new directors are elected either at any extraordinary general meeting specially convened for that purpose or at the annual general meeting in the next or some subsequent year, unless it is determined to reduce the number of directors.
- 10.09 Removal and Appointment of Directors. If the Company removes any director before the expiration of his period of office and appoints another person in his stead, the person so appointed shall hold office only during such time as the director in whose place he is appointed would have held the office if he had not been removed.
- 10.10 Casual Vacancy. The directors have power at any time and from time to time to appoint any person as a director to fill a casual vacancy in the directors. Any director so appointed prior to the first annual general meeting to be held after March 25, 2007 shall hold office until the conclusion of that meeting. Thereafter any director appointed pursuant to the first sentence of this paragraph shall hold office only until the conclusion of the next following annual general meeting of the Company.
- 10.11 Failure to Hold Annual General Meeting. Where the Company fails to hold an annual general meeting in accordance with the requirements of the Business Corporations Act, the directors then in office shall be deemed to have been elected or re-appointed as directors on the last day on which the annual general meeting could have been held pursuant to these articles, and they may hold office until other directors are appointed or elected or in their stead.
- 10.12 Directors' Meetings. The directors may meet together at such places as they think fit for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, as they see fit. The directors may from time to time fix the quorum necessary for the transaction of business and unless so fixed the quorum shall be a majority of the directors then in office. The president of the Company shall be chairman of all meetings of the directors, but if at any meeting the president is not present within 30 minutes after the time appointed for holding the meeting, the directors present may choose some one of their number to be chairman at that meeting. A director may at any time, and the secretary shall, at the request of a director, convene a meeting of the directors.
- 10.13 Directors' Resolutions. The directors, or any committee of directors, may take any action required or permitted to be taken by them and may exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by them by resolution either passed at a meeting at which a quorum is present or consented to in writing under section 140 of the Business Corporations Act. A resolution in writing signed by each director shall be as valid and effectual as if it had been passed at a meeting of directors duly called and held. Such resolution:
- (a) may be in one or more counterparts, each signed by one or more directors, which together shall be deemed to constitute one resolution in writing; and
 - (b) shall be valid and effectual if submitted to the registered office of the Company by fax or by email.
- 10.14 Committees of Directors. The directors may delegate any, but not all, of their powers to committees consisting of such director or directors as they think fit. Any committee so formed in the exercise of the powers so delegated shall conform to any rules that may from time to time be imposed on it by the directors, and shall report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held next after it has been done. A committee may elect a chairman of its meeting; if no chairman is elected, or if at any meeting the chairman is not present within 30 minutes after the time appointed for holding the meeting, the directors present who are members of the committee may choose one of their number to be chairman of the meeting. The members of a committee may meet and adjourn as they think proper. Questions arising at any

meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.

- 10.15 First Meeting of Directors. For the first meeting of the directors to be held immediately following the appointment or election of a director or directors at an annual or other general meeting of the members, or for a meeting of the directors at which a director is appointed to fill a vacancy in the directors, it is not necessary to give notice of the meeting to the newly elected or appointed director or directors for the meeting to be duly constituted, provided that a quorum of the directors is present.
- 10.16 Majority Rules. No resolution proposed at a meeting of directors need be seconded, and the chairman of any meeting is entitled to move or propose a resolution. Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.
- 10.17 Telephonic Meetings. A meeting of directors may be held telephonically or by employing a computer network, provided that the communication facilities used during the meeting enable every director to be heard by every other director during such time as the meeting is in progress.
- 10.18 Accounts. The directors shall cause records and books of accounts to be kept as necessary to record properly the financial affairs and conditions of the Company and to comply with the provisions of statutes applicable to the Company. The directors shall at least once during every year prepare a budget to meet expenses and to provide for a contingency fund.
- 10.19 Appointment of alternate director. Any director (in this part hereinafter referred to as an "appointor") may by notice in writing received by the Company appoint any person (in this part hereinafter referred to as an "appointee") who is qualified to act as a director to be his alternate to act in his place at meetings of the directors or on committees of the directors at which he is not present -- unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director, and have given notice to that effect to the appointor within a reasonable period of time after the notice of appointment is received by the Company. An alternate director is not the agent of his appointor. An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him.
- 10.20 Alternate director entitled to receive notices. Every alternate director appointed pursuant to the provisions of paragraph 10.19 is entitled:
- (a) to notice of meetings of the directors and of committees of the directors of which his appointor is a member; and
 - (b) to attend and to vote as a director at any such meeting at which his appointor is not present.
- 10.21 Alternate for more than one director attending meetings. An individual may be appointed as an alternate director by more than one director. Such alternate director:
- (a) will be counted in determining the quorum for a meeting of directors once for each of his appointors and, in the case of an appointee who is also a director, once more in that capacity;
 - (b) has a separate vote at a meeting of directors for each of his appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
 - (c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity; and
 - (d) has a separate vote at a meeting of a committee of directors for each of his appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.
- The provisions of this paragraph shall apply mutatis mutandis to consent resolutions of the directors.
- 10.22 Ceasing to be an alternate director. The appointment of an alternate director ceases when:
- (a) he dies;

- (b) he resigns as an alternate director by notice in writing delivered to the registered office of the Company;
- (c) he ceases to be qualified to act as a director;
- (d) his or her appointor revokes his appointment; or
- (e) his appointor ceases to be a director.

PART 11 - OFFICERS

- 11.01 Appointments of Officers. The Company shall have a president and a secretary, both of whom shall be appointed by the directors. The president of the Company must be a director. The directors may at any time and from time to time appoint such other officers as they deem to be in the Company's interest. An officer, other than the president and the secretary, may be appointed only for a specific period of time, such that his appointment expires on a date certain, which date need not be that of the next annual general meeting following his appointment.
- 11.02 Remuneration. Officers shall serve without remuneration unless the directors should otherwise resolve.

PART 12 - EXECUTION OF INSTRUMENTS

- 12.01 The directors may provide a common seal for the Company and for its use and they shall power from time to time to destroy the same and substitute a new seal in place of the seal destroyed. The Company may adopt a printed designation in any instrument to be its seal. Subject to the provisions of the Business Corporations Act, the directors may provide for use in any other province, state, territory or country an official seal, which shall be a facsimile of the common seal of the Company, with the addition on its face of the name of the province, state, territory or country where it is to be used.

PART 13 - DIVIDENDS

- 13.01 Declaration of Dividends. Subject to the provisions of paragraph 10.02 ("The directors shall have no duty to cause the Company to operate with the expectation that it will earn profits."), paragraph 13.02 and Part 16 of these articles, the directors may declare dividends upon any class of shares and may fix the date of record and the date and place for the payment of them. Subject to the terms of shares with special rights or restrictions, all dividends shall be declared according to the number of shares held. No notice of the declaration of a dividend need to be given to any member.
- 13.02 Payment of Dividends. Dividends may only be declared to be payable out of the profits of the Company, if any. No dividend shall bear interest against the Company. A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of paid up shares, bonds, debentures or other debt obligations of the Company, or in any one or more of those ways, and, where any difficulty arises in regard to the distribution, the directors may settle the same as they think expedient, and in particular may fix the value for distribution of specific assets, and may determine that cash payments shall be made to a member on the basis of the value so fixed in place of fractional shares, bonds, debentures or other debt obligations in order to adjust the rights of all parties, and may vest any of those specific assets in trustees on such trusts for the persons entitled as may seem expedient to the directors.
- 13.03 Delivery of Dividends. Any dividend or other money payable in cash in respect of a share may be paid by cheque sent through the post to the member in a prepaid letter, envelope or wrapper addressed to the member at his registered address, or in the case of joint members, to the registered address of the joint member who is first named on the register, or to such person and to such address as the member or joint members, as the case may be, in writing direct. Any one of 2 or more joint members may give effectual receipts for any dividend or other money payable or assets distributable in respect of a share held by them.

- 13.04 Dividend Reserve. The directors may, before declaring any dividend, set aside out of the profits of the Company, if any, such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending that application may, at the like discretion, either be employed in the business of the Company or be invested in such investments, other than shares of the Company, as the directors may from time to time think fit.

PART 14 – NOTICES

- 14.01 Notice by Letter, Fax or Email. All notices given to members and directors pursuant to the provisions of these articles shall be in writing and shall be delivered to a member or a director by fax or by email (if and only if a fax number or an email address for delivery is given for that member or director and recorded in the register) or by personal delivery or double registered mail at his civic address as it appears in the register.
- 14.02 Deemed Time of Delivery. A notice given pursuant to the provisions of these articles shall be effective and shall be deemed to have been delivered:
- (a) if by personal delivery or by fax or email transmission received prior to 16:00 hours local time in the jurisdiction in which it is delivered, on the date of such delivery or transmission;
 - (b) if by personal delivery or by fax or email transmission received after 16:00 hours local time in the jurisdiction in which it is delivered, on the business day next following such delivery or transmission;
 - or
 - (c) if by double registered mail, on the next business day following actual receipt.
- 14.03 Change of Address. Any member or director may change his civic or email address for delivery or his fax number for delivery by notice to the Company's records office. The civic address for delivery of every member and director shall be a street address and not a post office box number or other box number.
- 14.04 Notice to Joint Members. A notice may be given by the Company to joint members in respect of a share registered in their names by giving the notice to the joint member first named in the register of members in respect of that share.
- 14.05 Notice Where Member Dead or Bankrupt. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter, envelope or wrapper addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or, until that address has been so supplied, by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 14.06 Notice Where Member Deceased. Any notice or document delivered to any member shall, notwithstanding that member is then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by that deceased member, until some other person is registered in his stead as the member or joint member in respect of those shares, and that service shall for all purposes of these articles be deemed a sufficient service of such notice or document on his personal representatives and all persons, if any, jointly interested with him in those shares.
- 14.07 Notice to Members, Personal Representatives, Trustee in Bankruptcy. Notice of every general meeting shall be given in any manner hereinbefore authorized:
- (a) to every member holding a share or shares carrying the right to vote at such meetings on the record date or, if no record date was established by the directors, on the date of the meeting; and
 - (b) to every person on whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting.

PART 15 -- INDEMNIFICATION

- 15.01 Definitions. In this Part 15:
- (a) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
 - (b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
 - (c) "expenses" has the meaning set out in the Business Corporations Act.
- 15.02 Mandatory indemnification of directors and former directors. Subject to the Act, the Company must indemnify a director, former director or alternate director of the Company and his heirs and legal personal representatives against all eligible penalties to which such person is or may be liable. The Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this paragraph.
- 15.03 Indemnification of other persons. Subject to any restrictions contained within the Act, the Company may indemnify any person.
- 15.04 Non-compliance with the Act. The failure of a director, alternate director or officer of the Company to comply with the Act or with any provision contained within these Articles does not invalidate any indemnity to which he is entitled under this part.
- 15.05 Company may purchase insurance. The Company may purchase and maintain insurance for the benefit of any person (or his heirs or legal personal representatives) who:
- (a) is or was a director, alternate director, officer, employee or agent of the Company;
 - (b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
 - (c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
 - (d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity; against any liability incurred by him as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

PART 16 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO CLASS "A" VOTING COMMON SHARES, AND CLASS "B" NON-VOTING COMMON SHARES

- 16.01 Class "A". A Class "A" Voting Common Share shall entitle the holder thereof to notice of, and to attend a general meeting of the members of the Company and to exercise one vote thereat. A Class "A" Voting Common Share shall, subject to the provisions of Part 17 of these articles, entitle the holder thereof to occupy an apartment in the building. Every Class "A" Voting Common Share allotted by the Company shall bear a permanent number.

- 16.02 Class "B". A Class "B" Non-voting Common Share shall not entitle the holder thereof to notice of or to attend any general meeting of the members of Company, and if he should be in attendance thereat he shall not be entitled to vote at such meeting. No Class "B" Non-voting Common Share shall be allotted except to the holder of a Class "A" Voting Common Share for the purpose of generating a unit in accordance with the provisions of paragraph 1.11 of these articles.

PART 17 -- OCCUPANCY OF APARTMENTS

- 17.01 Unitholder entitled to occupy apartment. There shall be attached to each Class "A" Common Share the exclusive right of the holder thereof to the use, occupancy and enjoyment of the particular apartment allotted in respect of such share as is set out in paragraph 1.11 to these articles, together with the right in common with every other unitholder to the joint use and occupation of the common property. Such right shall be transferable but only to the transferee of the unit containing such Class "A" Common Share.
- 17.02 Levies. All taxes, rates and other charges imposed by any government authority upon the Company in respect of the building, and all insurance premiums and other costs, charges and expenses incurred for the maintenance, improvement and operation of the building shall be met and paid for by assessments levied by the directors against each unitholder in such proportion as is determined by a fraction having as its numerator the number of Class "B" Common Shares in that unitholder's unit, and having as its denominator the number 1,000, this being the total number of Class "B" Common Shares. The directors shall give notice of all such assessments to the unitholders in accordance with the notice provisions contained within these articles. Such assessments shall constitute a debt owing by each member to the Company, and shall be paid in advance on or before June 1 and on or before December 1 in every year. Assessments not paid by the tenth day of the month in which they are due shall attract simple interest at the rate of 24 percent per annum calculated from the second day of that month to and including the actual date of payment.
- 17.03 Duties of Unitholder Concerning the Land and Building. A unitholder:
- (a) shall pay the levies assessed against him pursuant to the preceding paragraph;
 - (b) shall permit the manager, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter the unitholder's apartment for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the apartment and capable of being used in connection with the enjoyment of any other apartment or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Company, or for the purpose of ensuring that the rules and regulations are being observed;
 - (c) shall promptly carry out all work that may be ordered by any competent public or local authority in respect of the apartment other than work for the benefit of the building generally;
 - (d) shall repair and maintain his apartment, including windows and doors, and areas allocated to the unitholder's exclusive use, and shall keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - (e) shall use and enjoy the common property, common facilities or other assets of the Company in a manner that will not unreasonably interfere with their use and enjoyment by other unitholders and in accordance with the rules and regulations set out in these articles as they may be amended from time to time, and with such additional rules and regulations as may be instituted in accordance with the provisions of paragraph 17.04 below;
 - (f) shall not change the lock to his apartment such that it cannot be opened with the pass key held by the directors; and
 - (g) shall not use the apartment, or permit it to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of any other apartment in the building.
- 17.04 Rules and Regulations Concerning the Use of the Land and Building. The rules and regulations concerning the use of the land and building are as follows:
- (1) Unitholders shall provide a copy of these House Rules to every occupant of his apartment. Unitholders are responsible for the conduct of all occupants of their apartment and shall, immediately upon the request of the directors, correct any

condition that is contrary to any provision of these House Rules, including removal from the premises of any occupants who refuse to conduct themselves in accordance herewith.

- (2) Apartments shall be used and occupied only as residential dwellings, provided however that:
 - (a) open houses and model units are allowed, and
 - (b) the Company may use or allow others to use no more than 2 apartments for office use related to development, marketing or sales of Telegraph Cove properties.
- (3) Parking stalls shall be used only as a parking area for a motor vehicle, which shall not exceed 5.8 metres (approximately 19 feet) in length or 2.15 metres (approximately 7 feet) in width. Larger vehicles must use alternate parking areas. Each unitholder shall be provided with one authorized parking identification tag. Any vehicle parked within the designated parking area must bear the authorized identification tag or be subject to being towed or impounded at the unitholder's expense, and fined. Parking violations are subject to a fine in the amount of \$50 per occurrence in addition to impoundment.
- (4) Any activity that causes unsightliness, excessive noise or any hazard is prohibited.
- (5) Unitholders shall notify the directors or the manager of the name, address and telephone number of the primary occupant (or rental agent, if applicable) of their apartment at all times.
- (6) For safety and/or emergency purposes, the Board of Directors shall possess a pass key that is accessible to all apartments. No unitholder may change any front door lock without prior written approval from the Board of Directors. Front door locks must always be accessible to the Board of Directors.
- (7) The manager or the directors (or their designated agent) may inspect any apartment with reasonable notice for purposes of security, safety, damage control, or to protect the interests of the occupants of other apartments in the building. Inspection with notice shall be conducted by a minimum of 2 people. For exigent circumstances, the manager or the directors (or their designated agent) may inspect any apartment without notice. However, immediately following the emergency inspection, a report shall be provided to the Directors and to the apartment Class A shareholder. The report shall identify the nature of the emergency, the names of the people that performed the inspection, the time of the inspection, and the results of the inspection.
- (8) Any person occupying an apartment cannot unreasonably deny permission upon reasonable notice for routine maintenance, painting, or repairs to be completed anywhere in the building.
- (9) Household pets shall not exceed 2 in number per apartment. If the directors receive complaints and/or deem that a pet is causing an unreasonable disturbance in the building, notice may be given to the pet Unitholder to have the pet removed from the building within 48 hours. No animals other than pets shall be fed in the building or on the common property.

- (10) Smoking and vaping is prohibited anywhere in the building, on walkways and stairways adjacent to the building, and in the BBQ area.
- (11) No occupant shall allow water or other liquids to drain, spill or stand uncontrolled anywhere in the building.
- (12) Fires, open flames, or grills are not permitted in or within 6 metres (approximately 20 feet) of the building.
- (13) Sidewalks, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.
- (14) Nothing shall be thrown or dropped from windows, doorways, stairways or walkways; nor shall rugs be shaken from these areas.
- (15) Running, shouting and excessive noise are prohibited in the building.
- (16) No changes to the exterior appearance of the building shall be made unless approved in advance by unanimous vote of the Board. Window coverings shall be within the color range of off-white – beige – light brown.
- (17)
 - (a) A Unitholder shall not make or permit any structural alterations, changes or additions in or to the Unit, or any alterations or structure forming a part thereof except with the prior written consent of the Directors. Consent shall not entitle the Unitholder to reimbursement for any amount expended by the Unitholder for alterations, additions or changes.
 - (b) Board notification shall be made in advance of any and all alterations, changes or additions to be made by the Unitholder and shall comply with applicable municipal bylaws and regulations and provincial and federal building codes and requirements, and the Directors may require such proof of compliance as may be necessary, including further improvements, to bring the said alterations, changes or additions to the standards required, with all costs to be borne by the Unitholder and if the Unitholder fails to comply with the standards required the Directors may cause all measures to be taken so as to comply and may cause their agents and servants to enter the Unit for that purpose. All expenses and costs incurred by the Corporation in doing so shall be due and payable by the Unitholder to the Corporation immediately upon written notice to the Unitholder.
 - (c) Unit remodelling or renovation activity that may inconvenience, cause noise or create a nuisance to any other unit resident, guests or occupant must be conducted during the months of October through May unless the Unitholder has obtained the prior written approval for the work from the Directors. In order to obtain the authorization of the Directors, the Unitholder must submit any plans or specifications as well as required permits to the Directors for their review.
- (18) Nothing shall be permitted anywhere in the building that will overload or impair the floors, walls, or roofs, or be in conflict with the building's insurance coverage.

- (19) Contractors, other than those employed by the Board of Directors to provide services to the property generally, will be permitted on the premises only between the hours of 8:00 o'clock in the morning to 5:00 o'clock in the afternoon except in emergencies.
- (20) No person is permitted to climb on the roof, railings, walls or other common elements or enter the storage areas, unless authorized by the directors for the purposes of installation, maintenance, repair or other necessary activities.
- (21) Garbage shall be drained, placed in a plastic bag, securely tied and deposited in containers provided for this purpose. Only household garbage is allowed to be disposed of in the such containers. Toxic materials, including but not limited to fuels, oils and batteries, shall not be disposed of in any such container.
- (22) Fish cleaning and disposal shall be conducted only in designated areas and not inside any apartment. Fish and Seafood shall be transported in leak proof containers on the property.
- (23) Items of personal property shall not be left on any common areas except where designated.
- (24) Railings may not be used to hang clothes, towels, rugs, holiday lighting or decorations or other objects.
- (25) Plants shall be placed in containers to prevent the dripping of water or soil onto other apartments or the common areas.
- (26) All occupants shall strive to avoid creating any noise which can be heard by persons in other apartments during the "quiet hours" daily from 10:00 o'clock in the evening to 7:00 o'clock in the morning, except that quiet may begin after midnight New Year's Eve.
- (27) Unitholders are responsible for all costs to repair damages caused by the improper disposal of items through the sewage system; eg., toys, diapers, hygiene products, plastic wrappers, etc.
- (28) Assessments levied by the Board of Directors for the payment of the expenses of Dockside 29 Owners Corporation shall be paid in advance on or before June 1 and on or before December 1 in every year. Assessments not paid by the tenth day of the month in which they are due shall attract simple interest at the rate of 24 percent per annum calculated from the second day of that month to and including the actual date of payment.
- (29) A \$50 penalty may be assessed by the Board of Directors for any incident, in its sole discretion, that represents a willful violation of any of the House Rules has occurred. Larger penalties may be assessed for more serious violations which, in the sole discretion of the Board of Directors, result in a risk to any person or risk of damage to the property. Monies collected via fines shall be applied to the budget to benefit all owners - not retained by the Board of Directors. The Board of Directors shall not be liable for failing to assess any fine.

17.05 Members may make rules. The members shall have power to make rules and regulations and to set fines for the breach thereof by special resolution from time to time to control or to abate nuisances which are committed

upon or which are likely to be committed upon the land to ensure the quiet enjoyment by the unitholders of their apartments and to control parking; provided however that all such rules and regulations shall affect all unitholders uniformly. Each unitholder shall observe and shall be bound by the rules and regulations thus instituted, and shall be vicariously liable to the Company for any breach of the said rules and regulations by his invitees to the building. All fines levied by the Company upon a unitholder shall constitute a debt owing to the Company by that unitholder.

17.06 Unitholder to Give Manager Notice of Occupation by Another. Notwithstanding any other term or provision of these articles, a unitholder may permit the occupation of his apartment by any other person, whether or not such person holds shares in the Company, for the pleasure and recreation of such other person for such period of time and on such terms as may be arranged between that person and the said unitholder, provided always, however, that the said unitholder shall give notice to the manager of the granting of such permission, specifying:

- (a) the name, address and telephone number of such person and the duration of such permission; or
- (b) if the apartment is being rented by a rental agent, the name, address, telephone number and fax number of the rental agent;

The directors may at any time revoke such permission in the event that the rules and regulations instituted by the Company are breached by a permittee or by any invitee of a permittee. Such permission shall confer upon the permittee no rights whatever against the Company, save such reasonable use of the apartment and the facilities of the Company as are reasonably incidental to the use and occupation of such apartment. The permittee shall hold any right of use or occupation of the apartment or other property of the Company only at sufferance. No unitholder shall grant any such permit with respect to his apartment other than in accordance with the provisions of this paragraph. The unitholder shall be liable to the Company for all damage caused to Company property by a permittee or by any invitee of a permittee.

17.07 Lien on Unit. The Company will have a lien on all of the shares comprising a unit registered in the name of a unitholder for any debt of that unitholder owing to the Company. Such debt will run with the unit of the unitholder who is indebted to the Company. If it is not paid to the Company within 60 days of the directors' having given notice to the unitholder demanding payment thereof, the Company may recover such debt from a unitholder by any one or more of the following means:

- (a) by changing the locks on the doors by which the said unitholder gains ingress to the apartment allotted to his Company Class "A" Common Share (in which event a copy of the said notice shall be posted on the door), and by denying the said unitholder access to that apartment until such time as the debt is paid;
- (b) by selling the unit containing the said Class "A" Common Share; or
- (c) by suing the unitholder in a court of competent jurisdiction.

Neither the Company nor the directors shall be liable to a unitholder who is denied access to an apartment pursuant to the provisions of clause (a) above for any damage whatsoever suffered by that unitholder or by any invitee or permittee of that unitholder in consequence of that unitholder or that invitee or permittee being denied access to the said apartment unless such damage is caused by the gross negligence of the Company. The Company may sell the unit containing the said Class "A" Common Share by public auction or by private sale for such price as can reasonably be obtained therefor, and on such terms as to credit and otherwise, and with such conditions of sale as it shall in its discretion deem proper. In the event of any sale on credit or for cash or for part cash and part credit, the Company shall not be accountable for any monies until they are actually received by it. The Company may rescind or may vary any contract of such sale without being answerable for any loss whatsoever thereby occasioned. No purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder. The proceeds of the sale of a unit shall be distributed and applied:

- (d) first: to the payment of the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and to defray all costs, charges and expenses (including:
 - (i) the costs of the removal and storage of personal property left in an apartment; and
 - (ii) solicitors' costs, charges and expenses as between solicitor and his own client) incurred for recovering the indebtedness of the former unitholder to the Company; and
- (e) second: to the payment of the indebtedness of the former unitholder to the Company.

Any balance remaining shall be paid by cheque to the former unitholder. An action may be brought jointly and severally against the owner of that unit at the time at which the debt was due and against the owner of the same unit at the time at which the action is brought.

- 17.08 **Receipt for Money or Property.** The receipt of any money, securities and other property from the Company by a unitholder in whose name the shares comprising any unit is recorded (or by the duly authorized agent of such person), or if the shares comprising such unit are recorded in the names of more than one person, the receipt of such money, securities and other property by any one of such persons (or by the duly authorized agent of such persons or any one or more of them) will be a sufficient discharge for the same, issuable or deliverable in respect of such unit and from all liability of the Company to see to its application.
- 17.09 **Recognition of interests.** The directors will not, nor will any member, except as ordered by a court of competent jurisdiction, be bound:
- (a) to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any of the shares of the Company is subject; or
 - (b) to inquire whether any sale or transfer of any of the shares of the capital stock of the Company or any interest therein by any member or by his personal representative is authorized by such trust, charge, pledge or equity; or
 - (c) to recognize any person as having any claim to any share or an interest in any share, except for
 - (i) the person recorded as the member holding such share; or
 - (ii) a pledgee or mortgagee of a unit who is identified to the directors in accordance with the provisions of paragraph 3.03 above.
- 17.10 **Hypothecation of Unit.** Units may be mortgaged, pledged or hypothecated for security purposes provided that the mortgagee, the pledgee or the person to whom the shares are hypothecated agrees to be bound by the terms of these articles. No trust or beneficial interest will be recognized other than as recorded in the register. If a unitholder pledges his unit as security for a loan, then, upon the written request of such unitholder, the directors will deliver an acknowledgement to the lender acknowledging such pledge and confirming that all distributions by the Company in respect of such unit will be paid to the lender upon receipt by the directors of a written order from the lender, until the lender delivers a release of such acknowledgement to the directors.
- 17.11 **Duties of directors.** The directors:
- (a) shall control, manage and administer the common property, common facilities or other assets of the Company for the benefit of all members;
 - (b) shall keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Company;
 - (c) shall maintain all common areas, both internal and external, including the whole of the exterior of the building (but excluding windows, doors, balconies and patios included in an apartment -- provided that the directors may repair windows and doors and may charge the Class "A" Common Shareholder occupying the apartment therefor), parking and storage areas, public halls and lobbies;
 - (d) shall maintain and repair, including replacement where reasonably necessary, pipes, wires, cables, chutes and ducts existing on the land and capable of being used in connection with the enjoyment of more than one apartment or of the common property;
 - (e) shall establish a fund for administrative expenses sufficient for the control, management, administration and repair of the common property, for the payment of premiums on policies of insurance and for the discharge of all other obligations of the Company;
 - (f) shall obtain and maintain liability insurance, insurance against fire and other perils commonly insured against, and insurance against such other perils as shall be authorized by extraordinary resolution, in respect of the building, the common facilities and any insurable improvements owned by the Company to not less than 75 percent of their full replacement values;
 - (g) shall review annually the adequacy of the insurance, and shall remit on the Company's behalf the premiums on the insurance policies; and
 - (h) shall comply with notices or orders by a competent public or local authority requiring repairs or work to be done in respect of the building.

- 17.12 Repairs. The directors may carry out repairs or work required by the notice or order of a competent public or local authority on the building or on an apartment, whether or not they have been authorized to do so by the unitholder to whom that apartment has been assigned.

PART 18 -- LIQUIDATION, DISSOLUTION OR WINDING-UP OF THE COMPANY

- 18.01 In the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, or other distribution of its assets among its members for the purpose of winding-up its affairs, all the property and the assets of the Company available for distribution shall be paid or distributed as follows:

First The holders of the Class "A" Voting Common Shares shall be entitled to receive an amount equal to any dividends declared thereon and unpaid and no more.

Second To the holders of the Class "B" Non-voting Common Shares shall be paid the balance equally share for share.

PART 19 - FEES

- 19.01 The Company shall charge the maximum fee permissible from time to time under the Business Corporations Act or any regulation appurtenant thereto:
- (a) to issue a new certificate in exchange for a defaced or worn out certificate or to replace a lost or destroyed certificate; or
 - (b) to issue new certificates in exchange for an existing certificate.

DOCKSIDE 29 OWNERS CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 2018

(Unaudited - See Notice to Reader)

NOTICE TO READER

On the basis of information provided by management, we have compiled the balance sheet of **DOCKSIDE 29 OWNERS CORPORATION** as at December 31, 2018 and the statements of operations and changes in net assets for the year then ended.

We have not performed an audit or a review engagement on these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

June 17, 2019

Agar Schneider & Lett LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

DOCKSIDE 29 OWNERS CORPORATION

BALANCE SHEET
DECEMBER 31, 2018
(Unaudited - See Notice to Reader)

	<u>2018</u>	<u>2017</u>		<u>2018</u>	<u>2017</u>
ASSETS			LIABILITIES		
CURRENT ASSETS			CURRENT LIABILITIES		
Cash - Operating Fund (unrestricted)	\$ 61,594	\$ 42,933	Accounts payable and accrued charges	\$ 5,150	\$ 2,000
Cash - Capital Replacement Reserve (internally restricted)	<u>30,943</u>	<u>67,092</u>	Deferred revenue	<u>45,650</u>	<u>42,184</u>
	<u>92,537</u>	<u>110,025</u>		<u>50,800</u>	<u>44,184</u>
PROPERTY AND EQUIPMENT					
Land	16,140	16,140			
Building	<u>3,819,335</u>	<u>3,819,335</u>	OWNERS' EQUITY		
	<u>3,835,475</u>	<u>3,835,475</u>	CAPITAL STOCK		
ON BEHALF OF THE BOARD			Issued		
			29 Class A voting shares	3,835,475	3,835,475
			1,000 Class B non-voting shares		
			NET ASSETS	<u>41,737</u>	<u>65,841</u>
				<u>3,877,212</u>	<u>3,901,316</u>
Directors	<u>\$ 3,928,012</u>	<u>\$ 3,945,500</u>		<u>\$ 3,928,012</u>	<u>\$ 3,945,500</u>

DOCKSIDE 29 OWNERS CORPORATION

**STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2018
(Unaudited - See Notice to Reader)**

	<u>2018</u>	<u>2017</u>
NET ASSETS, BEGINNING OF THE YEAR	\$ 65,841	\$ 69,513
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>(24,104)</u>	<u>(3,672)</u>
NET ASSETS, END OF THE YEAR	<u>\$ 41,737</u>	<u>\$ 65,841</u>

DOCKSIDE 29 OWNERS CORPORATION

STATEMENT OF OPERATIONS YEAR ENDED DECEMBER 31, 2018 (Unaudited - See Notice to Reader)

	<u>2018</u>	<u>2017</u>
REVENUE		
Maintenance fees	\$ 85,648	\$ 84,392
Special levies	135,577	49,016
Interest and other income	<u>407</u>	<u>304</u>
	<u>221,632</u>	<u>133,712</u>
EXPENDITURES		
Bank charges and interest	666	986
Foreshore lease	719	719
Insurance	18,192	17,806
Management fees	18,900	17,063
Office and miscellaneous	766	1,154
Professional fees	1,546	3,258
Property taxes	17,989	16,921
Repairs and maintenance	7,202	13,441
Special levy repairs and substructure expenses	163,404	53,400
Utilities	<u>16,352</u>	<u>12,636</u>
	<u>245,736</u>	<u>137,384</u>
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>\$ (24,104)</u>	<u>\$ (3,672)</u>

WATER UTILITY ACT

WATER TARIFF NO. 1

RATES AND RULES

For

WATER SERVICE

At

Telegraph Cove, BC

By

Telegraph Cove Utilities Ltd.

1642B Telegraph Cove Road., Telegraph Cove, BC VON 3J0

Contact Person

Lynne Paasch

This Tariff is available for public inspection at:

1642B Telegraph Cove Road, Telegraph Cove, BC

NOTE: CONTAINS REVISED SCHEDULE D EFFECTIVE JULY 1, 2012

Accepted for Filing by the
Comptroller of Water Rights

Effective: _____

Secretary to the Comptroller

Submitted August 12, 2008

Definitions

In this tariff the following definitions shall apply:

- (a) "Authorized Premises" means premises which are entitled to, and authorized for, service in accordance with the Certificate of Public Convenience and Necessity of the Utility;
- (b) "Comptroller" means the Comptroller of Water Rights under the Water Act and includes a deputy comptroller or a person appointed by the minister as acting comptroller;
- (c) "Customer" means any person who is the owner or lessee of an authorized premises;
- (d) "Domestic Service" means in-house use not including irrigation, lawn sprinkling or garden use;
- (e) "Domestic Service Equivalent (DSE)" is a unit of measurement used to define how many multiples of the domestic flat rate to charge to a non-domestic authorized premise, typically a commercial entity. (Sometimes referred to as the Single Family Equivalent)
- (f) "Premises" means land and buildings thereon;
- (g) "Rate" includes a general, individual or joint rate, fee, charge, rental or other compensation of the Utility a schedule or tariff respecting a rate;
- (g) "Service" shall include:
 - the supply of water provided by the Utility to the customer,
 - the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with the utility in providing the supply of water to the property line of the premise.
- (h) "Unit" means a building of accommodation occupied separately or to be occupied separately by an owner or lessee and, which either separately or jointly with other units, receives service from a connection to the Utility's waterworks and, without restricting the generality of the foregoing, includes the separate units of accommodation in all dwellings.
- (i) "Utility" means Telegraph Cove Utilities Ltd.

Terms and Conditions

1. Application for Service

For authorized premises, charges for service are intended to recover the Utility's costs. The following charges are applicable depending upon the circumstances:

- (a) At the time an application is made for service to premises which had not previously been connected for service, the applicable charge shown in Schedule "A(a)" and/or "A(b)" of this tariff shall be paid by the applicant.
- (b) A turn-on fee of \$75.00 shall be applicable when:
 - (i) a turn-on of a valve at an existing curb-stop is made at a date after the service connection was installed;
 - (ii) a customer becomes re-connected after service has been shut-off at the request of the customer, for non-payment of rates, or for violation of these terms and conditions.
- (c) There is no charge for service shut-off.
- (d) At the time an application for service is made by a new customer, an administration charge of \$25.00 shall apply. This charge is not only applicable for a new connection, but also when a new customer, either owner or lessee of the premises, commences receiving service to an existing authorized premises.

2. Billing and Payment

All bills are issued semi-annually (except for availability charges which are issued annually) and are due and payable within thirty days of the date of issue. Flat rates (and flat rate portion of metered rates) are billed in advance of service. For metered rates, excess consumption is billed in arrears. If the amount due on any bill has not been paid in full within (30) thirty days from the date of issue a further bill will be rendered to include the overdue amount plus a late payment charge of \$25.00.

If a cheque is returned by the customer's financial institution an administration fee of \$25.00 will be charged.

3. Service Shut-Off due to Non-Payment

When an account becomes one month overdue service may be shut off upon 15 days' written notice. A notice mailed to the last known postal address of the customer shall be deemed good and sufficient notice. A collection charge of \$40.00 shall be paid each time a Utility representative attends a customer's premises to disconnect service, following the issuance of a shut-off notice.

Service will not be turned on until all outstanding charges against the service, including the collection charge and turn-on fee (Section 1(b)) have been paid.

4. Discontinuance of Service

- (a) Customers must give at least two working days' notice in writing at the office of the Utility when requesting discontinuance of service and shall be liable for payment for all service until such service has been discontinued.
- (b) Any customer who desires to discontinue the use of water for any of the purposes stated in his application for service shall give notice of his intention, in writing, at the office of the Utility, and shall further show that any fittings used for the supply of water for such purposes have been disconnected.
- (c) The Utility may discontinue service to any customer who contravenes the terms and conditions contained in this tariff. In the event of further contravention of the tariff, the Utility may detach the service connection from the customer's premises and, upon re-application for service, the customer shall be liable to pay the Utility's cost of performing the said detachment and re-connection in addition to other applicable rates and charges.

5. Access to Premises

A condition of service shall be the customer's consent, upon reasonable notice, for representatives of the Utility to enter onto the customer's property for the purposes of making connections, taking water quality samples, reading meters, inspecting pipes and appurtenances, checking on the use or waste of water or determining compliance with these terms and conditions.

6. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water at suitable pressures but accepts no liability for interruptions due to circumstances beyond its control. However, for the interruptions in excess of 48 hours, a proportionate rebate will be allowed to customers served on flat rates.

7. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools, or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. A customer who contravenes water use restrictions may receive one warning notice per calendar year before a fine for contravention applies. A notice delivered to the customer's premises shall be deemed good and sufficient notice of a contravention. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable.

8. Limits on Water Use

No customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in premises, or for purposes other than those stated in the customer's application for service.

The Utility may, if in its opinion an undue amount of water is used at any time by any customer being served under a flat rate, install a water meter and thereafter charge the customer in accordance with the meter rates included in this tariff. All such meters shall remain the property of the Utility.

9. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall **not** be considered as a separate customer unless it is *so* specified in a schedule of this Tariff.

10. Work to be done by the Utility

No person, who is not an agent or employee of the Utility, shall make any connections with or alterations to or tamper with any of the Utility's waterworks, including any water meter belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior authorization by the Utility in writing.

11. Minimum Size of Services

The minimum size of pipe used to serve any one premises shall be 3/4" (19mm) nominal diameter. The type and diameter of pipe used on the customer's premises should be selected with due consideration of pressure losses from friction.

12. Minimum Earth Cover Over Services

All services on the customer's premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 3 feet below the surface of the ground.

13. Ownership of Service

All water service pipes and fittings carrying water from the main (A) to the curb stop if no meter is yet installed; or (B) to and including the water meter serving the customer's property if a water meter has been installed; shall be the property of the Utility.

14. Stop Cock

The customer shall provide a shut-off valve (stop cock) inside each of the customer's buildings in which water is used, for the use of the customer in case of leaky or defective pipes or fixtures, or in case the premises is vacated.

15. Customer's Service Pipes

Service connection materials installed on the customer's premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals). No service pipe or fitting shall be covered until they have been inspected and approved by the Utility.

16. Dangerous Cross-Connections

The customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing. Any back-flow preventers deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the customer's expense.

17. Condition of Customer's Pipes and Fixtures

All customers at their own risk and expense shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time notify the customer of any leaky pipes and fixtures that are evident on the premises. If the necessary repairs are not made within two (2) working days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the water supply. The water shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by clauses 1 and 4(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

18. Notice of Service Shut-off

The Utility shall have the right at all times to shut off the water supply temporarily to any premises in order to make repairs, replacements, alterations and extensions to the Utility's waterworks as shall, in the opinion of the Utility, be deemed necessary. Whenever possible the Utility will give reasonable advance notice of shut-off, and, in all cases where the Utility expects service to be interrupted for 24 hours or more, the Utility shall give advance notice to its customers.

19. Application for Extension of Service

For lots not authorized for service, all applications for extension of water service shall be made in writing by the owner or lessee of the premises to which the application refers, or by the owner's duly authorized agent. All applications for service shall state:

- (a) the purpose(s) for which the service is to be used (i.e. domestic, commercial, irrigation, etc.);
- (b) the legal description of the property;
- (c) the number and location of the premises to be served.

Charges for extension of service are intended to recover the Utility's costs. For each application, an initial deposit of \$200 is required to be paid at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant and may require further deposits prior to undertaking certain aspects of the application process.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the lot(s) within its authorized service area. In response to each application, the Utility will detail the terms and conditions

of service including all rates and charges applicable. Prior to the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule B of this tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller of Water Rights.

Once the amended CPCN is issued, and while the lot(s) are not receiving service, availability of service charges under Schedule G of this tariff will be applicable.

Additional applications shall be made for all extensions of service to additional premises and for additional purposes.

20. Water Main Extensions

General Provisions

- 20.1 Any waterworks installed pursuant to an application for extension of service shall be the sole property of the Utility.
- 20.2 The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.
- 20.3 In arriving at the length of the main extension necessary to render service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.
- 20.4 The Utility will not be required to make extensions where road grades have not been brought to those established by public authority.
- 20.5 Where an extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the waterworks required to comply therewith.

Method of Allocating Advances and Refunds

- 20.6 Advances by original applicants:
When more than one applicant is involved and an advance is required in payment for a main extension the amount of the advance shall be divided equally or as otherwise agreed among the applicants are made known to the Utility.

20.7 Advances by subsequent customers:

An extension charge equal to a pro-rata share of the original cost of the main extension shall be collected by the Utility from each additional customer who connects to the original main extension within five years. The extension charge collected above shall be refunded equally **or as otherwise agreed** to the customers who already have advances deposited with the Utility as a result of connection to the extension, so that in the result all subscribers will have paid their pro-rata share or as otherwise agreed by them and made known to the Utility.

20.8 Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with these rules and no person will have refunded to him an amount in excess of the amount of his advance. Refunds will be paid to the current registered owners of the properties on account of which the deposits were received. Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the "Deferred Capacity Trust Fund" account. Thereafter additional customers will be connected without being required to pay the extension charge.

21. Winter Construction

The Utility reserves the right to refuse to make extensions and install service pipe to a customer's property line under frost conditions in the winter months that would make the undertaking impractical or in the Utility's opinion, excessively costly.

22. Amendments to Tariff

The rates and charges recorded in this tariff are the only lawful, enforceable and collectable rates and charges of the Utility, and shall not be amended without the consent of the Comptroller. The Comptroller, on his own motion, or on complaint of the Utility or other interested persons that the existing rates in effect and collected or any rates charged or attempted to be charged for service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the Water Utility Act, regulations or law, may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of

the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

23. Disputes

In case of disagreement or dispute regarding the application of any provision of these terms and conditions, or in circumstances where the application of the terms and conditions appears impracticable or unjust to either party, the Utility, or the applicant or applicants, may refer the matter to the Comptroller for adjudication.

Schedule “A” - Water Service Connection

The charges shown below apply to connections to a main (see page 2, section 1).

The connection charge (a) recovers the cost incurred by the Utility, and not otherwise recovered, of installing a service connection from the water main to a curb stop and, if required, a meter at the property line of the customer’s premises or in the building. Cost herein includes any administrative overhead incurred.

Where, at a time prior to a customer’s application for service, a service connection has been installed at no cost to the Utility or at a cost otherwise recovered by the Utility, then upon connection of the service pipe, the rate shown in (b) below shall be paid upon application for service.

(a)	Connection Charge:	At Cost
(b)	Connection of customer’s service pipe to an existing curb stop	\$100.00

Schedule “B” - Contribution in Aid of Future Construction

Where as a result of premises becoming qualified as authorized premises a greater number of units require or may require service from the utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of service, in addition to the connection charge and any main extension costs, the charge shown below shall be paid.

For each domestic service premises qualifying as authorized premises	To be determined
---	------------------

Note:

1. For other than a single family premises, the charge shall be calculated on a domestic service equivalent basis.
2. Monies collected are to be deposited to the Utility’s Deferred Capacity Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

Schedule “C” - Domestic Service Flat Rates

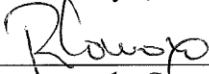
Applicability: To domestic service customers receiving service.

Rate: \$330.00 semi-annually

Note: From the above rates collected, a portion will be deposited into a Replacement Reserve Trust Fund as ordered by the Comptroller of Water Rights and may only be released with the written authorization of the Comptroller of Water Rights. (This contribution will be \$14,560 per year.)

Telegraph Cove Utilities Ltd.

Water Tariff No. 1
1st Revised Page No. 13
Replaces Original Page No. 13
Effective: July 1, 2012


Secretary to the Comptroller

Schedule "D" -Commercial Flat Rates

Applicability: To all commercial customers receiving service.

Rates:	Dockside 29	\$3,828.00 semi-annually
	Telegraph Cove Marina	\$3,960.00 semi-annually
	Telegraph Cove Venture	\$ 990.00 semi-annually

Note: From the above rates collected, a portion will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights. (Total annual contribution required \$14,560 per year)

**Schedule “E” -Meter Rates -Domestic, Agricultural, Hobby Farming,
Irrigation, Industrial and Commercial Establishments**

Applicability: None at this time

Rates:	Meter Size	Rate (monthly/quarterly, etc.)
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Note: From the above rates collected, a portion will be deposited into a Replacement Reserve Trust Fund as ordered by the Comptroller of Water Rights and may only be released with the written authorization of the Comptroller of Water Rights. (This contribution will be \$14,560 per year.)

Schedule “G” - Availability of Service Charge as per Rent charge Agreement(s)

Applicability: To the owners all of lots which have a Rent Charge Agreement registered on title.

Rate: \$330 per annum (50% of flat rate for domestic/commercial connected lots)

Note: From the above rates collected, a portion will be deposited into a Replacement Reserve Trust Fund as ordered by the Comptroller of Water Rights and may only be released with the written authorization of the Comptroller of Water Rights. (This contribution will be \$14,560 per year.)

Regional District of Mount Waddington

P.O. Box 729 2044 McNeill Road Port McNeill, B.C. V0N 2R0 Telephone (250) 956-3181 Fax (250) 956-3232

INCORPORATED JUNE 13, 1966



MUNICIPALITIES AND ELECTORAL AREAS

ALERT BAY
PORT ALICE
PORT HARDY
PORT McNEILL
QUATSINO
WOSS
HOLBERG
WINTER HARBOUR
SCINTULA
COAL HARBOUR
TELEGRAPH COVE

July 23, 1999

Mary Borrowman, Development Coordinator
Telegraph Cove Venture
Box 2-8
Telegraph Cove, BC V0N 3J0

Dear Mary Borrowman:

Re: Telegraph Cove Land Use Bylaw No. 497

The Regional District of Mount Waddington Board at its regular meeting held July 21, 1999 passed the following motion:

THAT: Bylaw No. 497 cited as "Telegraph Cove Holdings Ltd. Land Use Bylaw" receive final reconsideration and adoption.

Yours truly,

A handwritten signature in cursive script that reads 'Roxanne Frame'.

Roxanne Frame
Planning Assistant

cc: Pat MacEachern, Electoral Area "D" Director

REGIONAL DISTRICT OF MOUNT WADDINGTON

BYLAW NO. 497

A bylaw to establish regulations and requirements respecting the use of buildings and structures and the use of subdivision and land.

The Regional District of Mount Waddington, being the Regional District having jurisdiction on and in respect of Telegraph Cove in the Province of British Columbia pursuant to the *Municipal Act*, Section 26, as amended, enacts as follows:

1. The Bylaw Schedule is attached to and forms an integral part of this bylaw.
2. This Bylaw applies to the entire area of land, including the surface of water, as shown on the Telegraph Cove Holdings Ltd. Zone Map attached to and forming an integral part of this bylaw.
3. The Regional District of Mount Waddington Interim Zoning Bylaw No. 21, 1972 as amended, is repealed for all lands and water legally described as:
Parcel Identifier: 009-867-112, District Lot 79, Rupert District except that part in Plan 49316 and VIP60383 and Parcel Identifier: 023-160-586, Lot 2, District Lot 79, Rupert District, Plan VIP61691.
4. This Bylaw may be cited as the "Telegraph Cove Holdings Ltd. Land Use Bylaw, No 497".

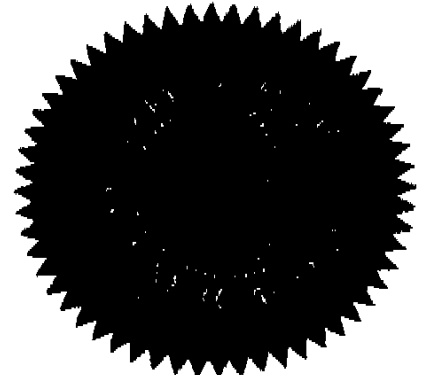
READ A FIRST TIME THIS 21 DAY OF APRIL, 1999
READ A SECOND TIME THIS 21 DAY OF APRIL, 1999
PUBLIC MEETING HELD THIS 19 DAY OF MAY, 1999
READ A THIRD TIME THIS 19 DAY OF MAY, 1999
APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS 03 DAY OF JULY, 1999
ADOPTED THIS 21 DAY OF JULY, 1999


SECRETARY


CHAIRMAN

I, hereby certify the foregoing to be a true and correct copy of Bylaw No. 497 as given final reconsideration and adoption 21 July, 1999.


SECRETARY



TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW NO. 497

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TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW No. 497

BYLAW SCHEDULE

PART 1 TITLE AND MEANINGS

S.1 TITLE

This bylaw may be cited as the **TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW.**

S.2 MEANINGS

(1) The Municipal Act R8BC, Chapter 290 as amended takes precedence in a case of dispute on the meaning of all words or clauses.

(2) In this bylaw words have their dictionary meaning except that:

Accessory Building and Structure means a building or structure on the same site with, and which is subordinate or incidental to the principal use or building, and includes separate garages or carports.

Accessory Use means a building or land which is commonly associated with and secondary in purpose and scale to a principal use located on the same lot.

Administrative Officer means a person or persons appointed by the Regional Board to administer this bylaw.

Area Plan means a plan showing future land uses, locations, densities, roads, utilities, methods of resolving any difficulties on the land, and any other matters considered necessary by the Board of the Region to plan future subdivision or development and must be adopted by the Board to be considered an Area Plan.

Bed and Breakfast means a home business consisting of the renting of bedrooms with toilet and washing facilities, including bath or shower, in a dwelling unit to transient guests, and the provision of a breakfast meal to those guests.

Boat repairs and Storage means uses intended for servicing, repair or off-season storage in the Telegraph Cove area.

Building means any structure intended for the shelter or accommodation of people, or to shelter service or utility facilities, or for the storage of goods or chattels and includes manufactured homes, sheds, garages, fences, signs, and carports.

Business Services means a service use providing a business and includes such uses as a printing establishment, film processing, janitorial firms and computer or business equipment, repair or service.

TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW NO. 497

Carport means a roofed structure used for storage or parking of not more than two private vehicles and which has not less than 40 of its total perimeter open and unobstructed.

Chattel means a moveable item of personal property.

Cliff means a land surface or face having an average slope of 50 degrees or more, measured from the horizontal plane and having a height exceeding 10m (33ft 10in.).

Coach means a motor vehicle for the scheduled transportation of passengers to and/ or from any activity within the Telegraph Cove Holdings Ltd. area.

Community Facility means a use or building the intent of which is to provide a non-profit public service to the Telegraph Cove Holdings Ltd. area.

Community Sewer and Water Facilities means a common sewer or system of sewerage or sewerage disposal, and a common system of water works which may be owned and/or operated and/or maintained by: a Srata Corporation, a private corporation, an improvement district, the Board of the Regional District of Mount Waddington, an agency of the provincial government or a legal corporate entity of one of the above as authorized under appropriate provincial or federal legislation.

Commerce means a retail, wholesale or service business, development or use operated for profit, but does not include major storage, or the manufacture or any other production of items or commodities, or the breeding of animals as a business.

Derelict Vehicle means any motor vehicle that has not been licensed for more than twelve months or is incapable of being driven, except for any non-licensed off-road or construction vehicle currently being used or property stored for construction, maintenance or recreation on the site.

Development means and includes the following:

- (a) the carrying out of any construction, excavation or other operation, under the land, or on or over the land or water, or the change in use or intensity of use of any land, building or structure and includes the removal of topsoil and the demolition of buildings;
- (b) in a building or on a site used for dwelling purposes, any increase in the number of dwelling units on the site;
- (c) the placing of any waste material; refuse or chattel on any land or water;
- (d) the use of land for the storage and repair of motor vehicle or other machinery or equipment;

(e) the use of land or the surface of water for the parking or mooring of any trailers, houses, portable dwellings, houseboats or any other type of removable buildings or structures whatsoever, whether or not the same has been placed or affixed in any way; and

(f) includes the erection of signs.

District means a zone in the Zone Regulations of the bylaw.

Dwelling means a building designed or used exclusively for living and may be comprised of one or more dwelling units, and shall have appropriate sewer and water facilities.

Dwelling unit means one or more rooms:

(a) used or capable of being used for human habitation by one or more individuals living in common occupancy as a single domestic unit and sharing facilities contained in that unit;

(b) contained in a single building, manufactured home or mobile home provided that portable structures are served with sewer and water, skirted, and properly attached to the lot;

(c) containing only one kitchen; and at least one toilet;

(d) under one roof with any covered walkway, covered patio or hallway connecting portions being no longer than 4m (13 ft).

Drive-in and Drive-Through Business means establishments which serve customers traveling in motor vehicles driven onto the site where a business is carried on, where normally the customer either remains in the vehicle for service, or parks his vehicle for a short period for the purpose of doing business at the premises, and includes service stations.

Duplex means a dwelling composed of two dwelling units.

Garage means an accessory building or part of the principal building, designed and used primarily for the storage of motor vehicles.

Grade level means the level adjacent to the walls of the building if the finished grade is level. If the natural ground is not level, the grade level shall be determined by averaging the elevation of the ground for each face of the building.

Gross Leaseable Area means the total floor area of the building contained within the outside surface of the exterior walls at all levels, and includes all enclosed and heated areas, but excludes mechanical and utility rooms, public washrooms, stairwells and elevators.

Habitable Room means a room used for human occupancy, including but not limited to kitchens, bedrooms, living rooms, family rooms and dens. This does not include non habitable

rooms which include bathrooms, laundries, pantries, foyers, hallways, entryways, storage areas and rooms in basement or cellars used for recreational purposes, or any space in a dwelling not intended primarily for human occupancy.

Height means the vertical distance from the grade level to the highest point of a building or structure.

Home Occupation means a business carried on within a dwelling and which is not visible or noticeable in any manner from the outside of the dwelling. Such occupancy is secondary to the residential occupancy and does not change the character thereof.

Hostel means a facility where group accommodation is provided on a temporary basis and where food services may also be provided.

Kitchen means an area within a building used for preparing food, and may include food storage and serving, and dishwashing facilities.

Land includes land that is ordinarily covered by water.

Loading Space means an off-street space on the same lot or site as a building or group of buildings for the temporary parking of a commercial vehicle while commodities are being loaded or unloaded.

Lot or parcel means any area of land which is subdivided and registered in the Land Titles Office except that any parcel divided pursuant to the Condominium Act and amendments thereto and not contained within a Bare Land Strata Plan, shall not be considered subdivided for the purpose of this bylaw.

Lot line means a legally defined line bounding any lot and;

(a) front lot line means a lot line common to a lot and an abutting roadway; and where there is more than one such line, the shortest of them;

(b) side lot line means any lot line that is not a front lot line, rear lot line or exterior side lot line; and

(c) rear lot line means the lot line opposite the front lot line, and where the rear portion of the lot is bounded by intersecting lines, the point of such intersection farthest from the front lot line;

(d) **flanking lot line** means that the lot line or lot lines not being the front, side or rear lot line but being common to a lot and abutting roadway.

Manufactured Home means a portable structure designed to be transported or trailed to its place of use, and to be used with a permanent foundation as a dwelling, and excludes recreational vehicles and travel trailers.

Mobile Home means a portable structure built on a chassis, designed to be transported or

trailed to its place of use, and to be used with a permanent foundation as a dwelling, and excludes recreational vehicles and travel trailers.

Minor means, where used to refer to a use, a use which due to its nature or relatively small size will, in the opinion of the administrator, have a limited impact on surrounding uses.

"Multiple Unit" Dwelling means a dwelling of two or more dwelling units.

Natural Ground means the ground surface of land prior to any intentional disturbance, alteration, excavation or placement of fill.

Nursery means a facility where young trees and plants are raised for transplanting.

Off-Street means not within a public roadway.

Park means land designated as park on a subdivision plan filed in the Land Title Office, as designated in the Park Act or Park (Regional) Act, or as held under private ownership for limited use or as parkland for residents and users of the Telegraph Cove Holdings Ltd. area.

Parking Stall means one space set aside for the parking of one vehicle.

Permitted Use means the use of land, or a building or structure as provided for in the Zone Regulations of the Bylaw, and which conforms to this Bylaw.

Personal Service means the use of land for the provision of services directly to a consumer, including hair cutting shops, laundromats, massage therapists, medical health clinics and the incidental retail side of goods commonly associated with these uses, and does not include service stations.

Places of Worship means development owned or leased by a religious organization used for worship and related religious, philanthropic, or social activities including, classrooms, dormitories, and accessory buildings.

Present Natural Boundary means the visible highwater mark of the sea, or any watercourse where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the watercourse a character distinct from that of its banks, in respect of vegetation as well as in respect of the nature of the soil itself, and/or such boundary as formally surveyed and filed as such in the Province.

Principal Use and Principle Building means a main permitted purpose for which land, buildings or structures listed in the zoning districts in this bylaw is used, and there shall be no more than one principal building on each lot unless specifically permitted elsewhere in this bylaw.

Pub means an establishment providing primarily for the serving of alcoholic beverages, including off-premises sales, and includes premises in which food is served in conjunction with the serving of alcoholic beverages.

Public Utilities means the provision of sewer, water, gas, electrical, telephone and television services by a government body or agency or by a company regulated by the Utilities Commission Act or by the Radio Communication Act of Canada, serving the Telegraph Cove Holdings Ltd. area.

Recreation means any public or private land or structure, the use or intended use of which is for either active or passive recreation.

Residence means a use of land providing for the home life of a person or persons in common occupancy.

Road and Roadway mean a highway, street, walkway or lane, and any other way open to public use, or within a bare land strata plan, but does not include a private right-of-way on a private lot.

Retail Store means an establishment providing for the sale, rental or repair of commodities or goods to the ultimate consumer or user, and specifically excludes laundromats and service stations.

School means a public or private education facility not including overnight or dormitory accommodation.

Secondary Suite means a separate dwelling either connected to or detached from a primary residential unit. Secondary suites will have a maximum total floor space of 743 sq. ft (80 square m) (this does not include the areas used for common storage, common laundry facilities or common areas used for ingress or egress). No more than one secondary suite shall be allowed on any single family lot.

Secondary Use means a use which is not Principal Use.

Separation Space means the horizontal open space provided around a dwelling to ensure no conflict of visibility from dwellings, and adequate light, air, and privacy for activity undertaken within a dwelling, and may be partially or entirely outside the lot boundaries of a dwelling unit.

Service Station means a use of land providing for the retail sale of motor fuels and lubricating oils and which may include the servicing or repair of motor vehicles, the sale of motor vehicle accessories, and the rental of trailers, motor vehicles, and tool and equipment for automobile or household use, and which may be a towing service dispatch point.

Setback means the minimum horizontal distance between the site boundary or lot line and the nearest point on the exterior wall or chimney of the building.

Site means one or more lots upon which a permit or development takes place.

Site Coverage or Lot Coverage means the combined area of all buildings on the site or lot measured at the level of the lowest story above grade, and includes all porches and verandahs, open or covered, but excludes open terraces at grade, and steps, cornices, eaves, and similar projections.

Site Permit means a permit granted to an applicant to build on a lot, or lots, upon the application being received in a complete form, as required under Section 3 of this bylaw, and provided that the application conforms in all respects to this bylaw.

Storey means the habitable space between the upper face of one floor and the next above it. The upper limit of the top storey shall be the ceiling above the top most floor. A basement or cellar shall be considered a storey in calculating the height of a building if the upper face of the floor above it is more than 1.8m (6 ft) above grade.

Structure means anything constructed or erected in a fixed location on the ground, or which is attached to something having a fixed location on the ground. Among other things, structure includes buildings, walls, fences, stairs, signs, billboards, water and sewer storage and pumping facilities.

Telegraph Cove Holdings Ltd. Lands means those lands shown on the Telegraph Cove Holdings Ltd. Zone Map, Legally described as:

Parcel Identifier: 009-867-112 District Lot 79, Rupert District Except That Part In
Plan 49316 and V1P60383 AND Parcel identifier: 023-160-586 Lot 2, District Lot 79,
Rupert District, Plan VIP61691

Trade, Convention and Conference Facilities means a facility for mass display of equipment, merchandise and services, and assembly of audiences for the purpose of meetings, performing arts or conventions and which may include related offices, food service and licensed premises,

Use means a use of land or a building or structure, the type of which shall be determined by the administrator when not clear in the 8.2, or as normally defined in the dictionary.

Utility means sewer, water, gas, electrical, telephone or television.

Utility Lot means a lot used or intended to be used solely for the purpose of accommodating equipment necessary for the operation of a community sewage, water, solid waste system, or for a television, electrical, gas, oil, or similar public utility. The utility lot can exist in any zone designation. No minimum size is established and no minimum setback is required

Watercourse means any natural depression with a bed 0.6 (2ft) or more below the average elevation of the surrounding land and which contains flowing water for at least six months of the year.

PART 2 - ADMINISTRATION

S.3 ADMINISTRATION

(1) The Administrative Officer or such other person appointed by the Board of the Regional District of Mount Waddington shall administer this bylaw and shall:

- (a) make available for inspection during regular working hours
 - (i) a copy of this bylaw as amended, and
 - (ii) a register of all applications including the decisions rendered on them and the reasons for them.
- (b) perform such duties as established to enforce this bylaw in conformance to the Municipal Act.

(2) Any person appointed under (1) may enter at all reasonable times upon any property that is subject to the regulations under this bylaw to ascertain whether the requirements of this bylaw are being observed, provided that the occupier has been notified.

S.4 PENALTY

Every person who commits an offence under this bylaw is liable on summary conviction to a fine not exceeding \$5,000 and the costs of prosecution. Each day's continuance of an offence constitutes a new and distinct offence.

S.5 BOARD OF VARIANCE

A Board of Variance exists in accordance with the provisions of the Municipal Act under the Regional District of Mount Waddington.

The Board of Variance, when considering an appeal on a development proposed on a lot which existed at the time of the coming into force of this bylaw, and which is smaller than the minimum size permitted in this bylaw, shall consider the relaxation of minimum setbacks where good reason is shown.

S.6 BYLAW AMENDMENT

- (1) The Board of the Regional District of Mount Waddington may, by law, amend or repeal this bylaw in accordance with the provisions of the Municipal Act.
- (2) An application to apply a zone or change a zone as shown on the Telegraph Cove Holdings Ltd. Zone Map shall be treated as an application to amend this bylaw.
- (3) An application shall be accompanied by the appropriate fee and supporting documents.

S.7 METRIC EQUIVALENTS

At any place in this bylaw where a discrepancy occurs between the metric and imperial equivalents shown, the metric shall take precedence.

S.8 SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, it shall be severed from this Bylaw without affecting the validity of the remaining portions of this Bylaw

PART 3 - SPECIAL REGULATIONS

S.9 PARKING

- (1) The minimum number of off-street automobile parking stalls required for each use of building or development shall be as follows:

USE	NUMBER OF STALLS
(a) One and two residential units	2 per dwelling unit
(b) Multiple family residential	1.5 per dwelling unit
(c) Multiple (seniors housing) Self-contained	0.6 per dwelling unit
(d) Bed and Breakfast / boarding	1 per guest bedroom
(e) Home Business	1 per 2 employees plus no. required for business
(f) Hotels, Motels and inns	1 per guest unit
(g) Restaurants, Pubs, Cafes	1 per 4 seats +1 per employee
(h) Retail and Personal Service Shops (including strip Malls)	1 per 17 sq.m (183 sq.ft) Gross Leaseable Area

- | | |
|--|--|
| (i) Museums, Government and Other offices, Medical & Dental | 1 per 30 sq. m (377 sq. ft) Gross Leaseable Area |
| (j) Theaters, churches, tours and Other places or means of public assembly | 1 per 4 seating spaces or persons assembled at peak times, except as under (6) of this Section |
| (k) Schools | 1 per employee plus 10 for visitors |
| (l) Service Stations | 4 plus 2 per service bay |
| (m) Marinas and Wharfage (transient accommodation) | 1 per 2.5 berths, and none for owner-occupied berth; |
| (n) Drive-In- Business | 8 except where more required according to minimum area requirements of this section |
| (o) Industries except (p) below | 1 per 3 employees |
| (p) Equipment storage, warehouses | 1 per 80 sq.m (861 sq. ft.) |
-
- (2) In case of a use not specified in (1), the number of stalls provided shall be the same as for the most similar use prescribed in (1).
 - (3) Where there is more than one use of a building or development, the required number of stalls shall be the sum of the requirements for each of the uses prescribed in (1), calculated separately.
 - (4) Where there is a fractional number of parking spaces required by this bylaw, the next highest number of stalls shall be provided.
 - (5) Where coaches are scheduled to serve tours or public assembly places, adequate off-street passenger drop-off for coaches shall be provided, and signed as such, within 150m (429 ft) of the assembly place, and parking areas for coaches awaiting passengers shall be provided in the vicinity.
 - (6) Where public and private transportation (coaches, airplanes, cruise ships,etc) are the means for pedestrian arrival and departure, the minimum number of parking stalls required may be reduced accordingly.
 - (7) There shall be no parking of automobiles, trailers, trucks ,buses. motor homes, or any other vehicles on public property, including public roads and road rights-of-way, except where parking has been clearly designated and signed as permissible in a particular area. Violations are subject to tow away and fines.

S.10 LOCATION OF PARKING SPACES REQUIRED

- (1) Except for (2) and (3) below, and where parking has been provided as a public or commercially operated parking facility, all required automobile parking stalls shall be located on the lot or site containing the use for which they are provided.
- (2) Notwithstanding (1), on other than residential property an owner of (and or a group of such owners may pool his or their required off-street parking stalls within one or more parking

facilities and may thereby fulfill the requirements of S.9 provided that the facility is within 500m (1635 ft) of the use or uses they serve.

- (3) Where an off-site provision of parking has been made under (2), a restrictive covenant in favor of the Regional District of Mount Waddington must be registered against the lot with the parking restricting the use of the lot, or a portion of it to a parking use to the extent required by this bylaw with respect to the lot or lots on which the use or uses are located. The owners of the lots involved shall also execute and register in the Land Titles Office an easement satisfactory to the Regional District of Mount Waddington securing the use of the parking spaces for the owner or owners of the lot or lots on which the use or uses are located.
- (4) Clause (3) does not apply where the off-site provision of parking made under Clause (2) has been satisfied under the provisions or bylaws of a Condominium, Strata or Bare Land Strata Development
- (5) In residential zones, parking stalls shall not cover more than 40% of any setback areas required in Part 5, ZONE REGULATIONS of this bylaw.

S.11 MINIMUM PARKING FACILITY DIMENSIONS

- (1) The dimensions of maneuvering aisles and parking stalls shall be in accordance with the following minimum requirements:

Parking Angle	Stall Width	Stall Depth	Aisle Width	
			One Way	Two Way
Parallel	2.6m (8'6")	6.7m (21')	3.4m (11'2")	4.4m (15'2")
45 degrees	2.8m (9'3")	5.8m (19')	3.6m (11'10")	_____
60 degrees	2.8m (9'3")	6.1m (20')	5.6m (18'04")	_____
90 degrees	2.8m (9'3")	5.5m (18')	7.0m (23'00")	7m (23'0")

- (2) Where the width of a parking stall abuts any permanent structure higher than 0.2m (8") in height, at any point in the front 3.6m (12ft) of the stall (measured along that side of the stall) the minimum width of the stall shall be 0.3m (1ft) wider than the normal required width.

S.12 OFF-STREET LOADING

- (1) Off-street parking spaces shall not be considered for off-street loading nor shall off-street loading spaces be considered for off-street parking.
- (2) Where a proposed development will, from time to time, require pick-up or delivery of commodities, adequate space for the loading and unloading of same shall be provided and maintained on the site.

S.13 SURFACING OF PARKING AND LOADING AREAS

All parking and traveling areas must be of hard durable surface such as asphalt or well-packed gravel that does not produce mud or dust.

S.14 GRADIENT OF PARKING AND LOADING AREAS

No parking or loading area shall have a gradient in any direction of greater than 10%.

S.15 DRAINAGE

- (1) All parking and loading area sites in the proximity of buildings and structures in residential, commercial and industrial areas, and where there is a frequent passage of people, shall be so graded and drained as to dispose of all surface water.
- (2) In all cases, site grades shall be established to conduct surface and storm water runoff to a cistern, ditch or drain in such a way as to prevent flow from one site to the next, except where drainage conforms to local or subdivision drainage plan approved by the Region.
- (3) On properties containing a cliff, all surface drainage and sewage disposal systems shall be directed away from the cliff edge, except where communal drainage systems have been formally designed and accepted as a part of development.

S.16 SIGNS

- (1) No private sign shall overhang or be placed on public property, nor shall it be of such size or design as to obstruct the vision of persons using roads in the proximity of the parcel.
- (2) No flashing, animated or interiorly illuminated sign shall be placed in a development where it would affect residents in adjacent housing or residential districts.
- (3) Major signs advertising a business or commodity shall be limited to one per site.

S.17 FENCING

- (1) All structures, buildings, or uses under construction or otherwise, which would be dangerous and easily accessible, shall be adequately fenced or otherwise barred from public access, and no electrification offences will be permitted on any site.
- (2) Except to ensure an adequate barrier for the purpose of Clause (1), in any district, a person shall not construct a fence or wall of higher than 2m (6'6") nor shall use barbed wire below the height of 2m (6'6").

S.18 GENERAL REQUIREMENTS FOR ELEVATIONS AND SETBACKS

General requirements for elevations and setbacks apply to the following lands legally

described as:

Parcel Identifier: 009-867-112 District Lot 79, Rupert District Except
That Part In Plan 49316 and VIP60383 **AND** Parcel Identifier:
023-160-586 Lot 2, District Lot 79, Rupert District, Plan VIP61691

- (1) Floating structures or buildings are permitted within the protected waters of Telegraph Cove and the adjacent lagoon in accordance with the permitted uses defined in C1 - Commercial and CT - Commercial of Bylaw 497. See attached area Schedule A. The level of any habitable floor or surface intended for walking, and built above the level of the water in Telegraph Cove and the adjacent lagoon, shall be no less than .5m (1.63 ft) above the tide for floating structures or buildings and .5m (1.63 ft) above the highest tide for other structures or buildings. Highest tide is determined as 17.5 feet above zero tide.
- (2) Notwithstanding Clause (1), the level of any habitable floor in areas outside Telegraph Cove and the adjacent lagoon shall be no less than 1.5m (5.0ft) above the highest tide or flood level.

- (3) Except for adjacent lands within 75 m (250 feet) of the protected waters of Telegraph Cove and adjacent lagoon in which case no setback is required, the minimum setback for buildings and structures shall be 7.5m (24.6ft) from the present natural boundary of any waterbody, watercourse or the sea provided also that the elevations required in Clause (1) and Clause (2) also apply.
- (4) Notwithstanding Clause (3) where fill is required to achieve the elevations required in Clause (1) or Clause (2) the fill must be adequately protected against erosion by flood waters, or other waters.
- (5) Temporary buildings and structures such as boardwalks, marinas or breakwaters on private lands or on, or adjacent to water surface areas leased for wharfs, piers, fuel sales or other moorage facilities, are not subject to approval by the Regional District of Mount Waddington when other government agency approval is required.
- (6) The minimum setback for sewage disposal fields from the natural boundary of any lot lines, lake, watercourse or the sea, shall be as required by the Regional District of Mount Waddington and other government agencies.
- (7) Areas of land that may become subject to flooding, erosion or landslip may be designated as "tree cutting permit areas" in conformance with 8.970 of the Municipal Act.
- (8) Where areas are designated as "tree cutting permit areas" no cutting of trees shall be permitted except where a permit has been obtained and where it has been determined that flooding, erosion or landslip will not occur as a result of the cutting of trees.
- (9) Notwithstanding other requirements of this bylaw, no building or object of more than 1m (3.3 ft) in height shall exist within the triangular area formed by intersecting road rights-of-way and a straight line joining the points on a line 9m (29.5 ft) from the intersection of the rights-of-way.

PART 4 - GENERAL ZONE REGULATIONS

S.19 USES PERMITTED IN ALL ZONES

The following uses are permitted in all zones in addition to the uses permitted under (2) of each zone in Part 5 of this bylaw:

- (a) Public and Private Utilities: Water; Storm Sewer and Sewer facilities; Landfill Sites and Excavation Areas as shown on an Area Plan or on servicing plans undertaken in the development of the Telegraph Cove Holdings Ltd. Lands or adjacent zoned waters.
- (b) Parks and Recreation facilities.
- (c) "Tree Cutting Permit Areas" or other reserves required by the Regional District of Mount Waddington, or under the terms of a contract or the bylaws of a strata corporation.
- (d) General development works of the site.

S.20 USES PROHIBITED IN ALL ZONES

- (1) The following uses are prohibited in all zones:
 - (a) Fish farms
 - (b) Fish processing plants
 - (c) Disposal of effluent from the pumping out of sewage facilities onto land (except Lot or by marine outfall, except for disposal facilities operated by a government body agency or private utility
 - (d) Disposal of toxic waste in marine areas and on land;
 - (e) Storage of waste and salvage material, except where required on a designated construction related site, or as permitted and approved as a Regional, Community or private utility operated facility.
 - (f) Storage or activity which constitutes a danger, or which constitutes an annoyance due to their being uncharacteristic of the area, to persons on the site, on public property, or on any other site by reason of the generation of:
 - (1) noise or vibration
 - (2) dust or other particulate matter
 - (3) smoke or odors
 - (4) toxic or noxious matter
 - (5) radiation hazards
 - (6) fire or explosive hazards
 - (7) humidity heat or glare
 - (8) waterborne or airborne waste
 - (9) water or steam
 - (10) electrical interference
 - (g) Any building, structure, use or development which would contravene S.18 of this Bylaw.
- (2) Except as an approved Community or Government Facility or as a permitted or accessory use,(except as required by Telegraph Cove Holdings in the initial development of the property) no parcel shall be used principally for the wrecking or storage of derelict vehicles or equipment or as a junkyard, and no owner or tenant shall permit such vehicles, equipment or junk to remain on a parcel.
- (3) No person shall use or permit to be used an accessory building as a residence except as specifically permitted in this bylaw.

S.21 HEIGHT REGULATIONS

- (1) Except for buildings or structures otherwise regulated in this S.21, the maximum height above the grade level of any single family residence, excluding devices not structurally essential to the building, shall be 9m (29 ft 6 in).
- (2) The maximum height of accessory buildings and structures shall be 6m (19ft 8in),excluding secondary suites and garages.

- (3) The height limits set out in this S.21 do not apply to any multi-family commercial or institutional buildings or to any radio or television antenna or tower, flagpole, lightning pole, utility pole or water storage tank.

S.22 LOT SIZE EXCEPTIONS

- (1) The minimum lot sizes in any zone are as regulated in that zone.
- (2) Notwithstanding minimum lot size requirements of PART 5 - ZONE REGULATIONS of this bylaw, to facilitate the planning, subdivision and development of those lands proposed to be served by Community Sewer and Water Facilities, those lands may be subdivided to the minimum size permitted for serviced lots, provided that a covenant be registered against the title of each lot created to prevent the construction of any habitable buildings on that lot until the Ministry of Health or the Ministry of Environment have approved appropriate sewage disposal facilities for the lot.
- (3) The minimum lot sizes specified in this bylaw do not apply where:
 - (a) the lot is to be used as a 'Utility Lot' or is shown as a 'Park' on the subdivision plan; or
 - (b) the purpose of the subdivision is to consolidate two or more lots; or
 - (c) the subdivision would adjust the boundary between two or more lots, where no additional lots are created and where no lot is increased in area to the extent that it could be subdivided further.

S.23 HOME OCCUPATIONS

- (1) Where Home Occupations are permitted in a residential zone, the owner or operator of the business must:
 - (a) not employ more than two persons in the business who are not residents of the dwelling unit in which the business is operated, nor employ more than five persons in total including the owner or resident of the dwelling unit;
 - (b) not use or store flammable or explosive materials or products in the business;
 - (c) not use any equipment or process in the business that would constitute a danger or annoyance in contravention to S.20 (1) (e) of this bylaw;
 - (d) provide parking and loading in accordance with Part 3 of this bylaw.
- (2) No Home Occupation shall be a salvage or junk business or any use prohibited by S. 18 of this bylaw.
- (3) No Home Occupation shall generate pedestrian or vehicular traffic or parking in excess of that which is characteristic of other uses in the zone in which it is located.

S.24 BED AND BREAKFASTS

- (1) Bed and Breakfasts must:
 - (a) comply with the requirements of S.23;
 - (b) provide only temporary accommodation for the traveling public;
 - (c) not provide kitchen or toilet facilities to be used for guests outside the principal dwelling on the lot; and
 - (d) serve no more than two meals and one bagged lunch per day to each guest accommodated overnight.
- (2) There shall be no more than four bedrooms to accommodate the traveling public in Bed and Breakfasts and there shall be no more than two beds per bedroom except for a cot for a child under the age of five.
- (3) Appropriate washroom and toilet facilities shall be provided to the extent of at least one washbasin and one toilet for each two guests (and one child under the age of five years) for which the Bed and Breakfast is developed to accommodate.

S.25 SITE STANDARDS

- (1) Where residential developments are proposed as comprehensive projects or strata developments, architectural controls establishing site standards and separation spaces for exterior walls, doors and windows shall be undertaken before the development.
- (2) Architectural controls established for a site shall be registered as a covenant against each of the titles to which it applies.

PART 5 - ZONE REGULATIONS S.26 ZONES

The Telegraph Cove Holdings Ltd. land is hereby divided into the following zones:

SHORT FORM	DISTRICT DESCRIPTION
RS	RESIDENTIAL -Single Unit / Low Density
RH	RESIDENTIAL -Multiple Unit / Higher Density
RM	RESIDENTIAL -Mobile / Modular Homes
RV	TOURIST -Recreation Vehicles
C1	COMMERCIAL -Class One / Retail and Service
CT	COMMERCIAL -Tourist / Retail. Service & Education
M1	MARINE -Limited Access
M2	MARINE -Permitted Access
P1	PARK -Conservation / Private Use
P2	PARK -Golf Course
P3	PARK -Recreation / Private Use
P4	PARK -Recreation:/Non-Profit

S.27 TELEGRAPH COVE HOLDINGS LTD. ZONE MAP

- (1) The location and extent of the zones described in S.26 are shown on the TELEGRAPH COVE HOLDINGS LTD. ZONE MAP which is an integral part of this bylaw.
- (2) The location of the boundary of any zone is deemed to be the surveyed lot boundary or the centerline of a road, creek or stream where there is a surveyed plan or legal description.
- (3) Where there is no survey plan or legal description, the boundary of a zone is deemed to be the natural boundary.
- (4) Unless otherwise indicated in this bylaw. Marine zone boundaries extend from the natural boundary of the sea 50m (164 ft) seaward.
- (5) Where a lot is designated as having more than one zone or the location of any zone boundary cannot be clearly located according to Clauses (2), (3) or (4) above, then it shall be determined by the scale of the map.
- (6) Where subdivision, lease or government 'license of occupation' occurs on the basis of an approximate zone boundary, then the zone boundary shall be the new legal boundary of the plan or legal description.
- (7) The ZONE REGULATIONS of this bylaw do not apply to roads, lanes or other public thoroughfares.

S.28 RS - RESIDENTIAL - Single Unit / Low Density

- (1) General Purposes

This zone is generally intended to provide for residential lots of 800 sq.m (.2 acres) or more in size, principally for one residence or duplex per lot. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

- (2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Residence including manufactured homes, but not mobile homes
- (b) Secondary Suites
- (c) Home Occupations
- (d) Bed and Breakfasts
- (e) Accessory uses
- (f) Recreation

- (3) Development Regulations and Density for Permitted Uses

(a) One residential dwelling unit or duplex building is permitted on each lot. Recreation Vehicles may be sited on lots as residences only during the normal construction period of building or placing dwellings on parcels.

- (b) Coverage by all buildings shall not exceed 30% of any lot.
- (c) Accessory buildings shall have a total floor area of no more than 70 sq.m (750 sq ft).
- (d) The raising of farm animals and poultry is not permitted. Nor is the raising of any animal for commercial purposes.
- (e) Bed and Breakfasts are subject to S.24 of this bylaw.
- (f) Commercial and Tourist Commercial uses will be permitted as principal uses on lots subject to the regulations of this bylaw.

(4) Minimum Setbacks

(a) The minimum setbacks for buildings and accessory structures in normal subdivisions shall be:

1. 8m (26.2 ft) from all front lot lines,
2. 4m (13 ft) from all rear lot lines,
3. 1.8m (5.9 ft) from all side lot lines, and
4. such other distances as required under S.20 of this bylaw

(b) The minimum setbacks for all buildings and accessory structures in bare land strata subdivisions shall be:

(1) 8m (26.2 ft) from all front lot lines or, if it is less, 9m (29.5 ft) from the edge of the traveled portion of the road, and at least 1m (3.3ft) from the front lot line.

(2) 4m (13 ft) from all rear lot lines.

(3) 1.8 (5.9 ft) from all side lot lines or, if it is less, 9m (29.5 ft) from the edge of the traveled portion of the road, and at least 1m (3.3 ft) from the side lot line.

(4) such other distance as required under S.18 of this bylaw.

(c) A lesser minimum setback will be considered where extreme grades or topographic conditions prevail.

(5) Minimum Lot Size

The minimum area of any lot being created by subdivision shall be:

(a) 670 sq. m (7,212 sq. ft) for lots served with Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(1) General Purposes

This zone is generally intended to provide for low to medium density housing, principally for dwellings of one, two or more than two dwelling units. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Residential including Manufactured Homes, but not Mobile Homes
- (b) Secondary Suites
- (c) Commerce as secondary uses only
- (d) Bed and Breakfast
- (e) Accessory Uses
- (f) Recreation

(3) Development Regulations and Density for Permitted Uses

- (a) One or more residential dwelling units are permitted on each lot.
- (b) Coverage by all buildings shall not exceed 40% of any lot.
- (c) Except for Community Buildings serving projects, accessory buildings shall have a total floor area of no more than 70 sq.m (750 sq ft).
- (d) Bed and Breakfasts are subject to S.24 of this bylaw.
- (e) Innovative designs incorporating docking facilities, boardwalks, and floating buildings abutting, or included as part of a housing project, will be considered on their merits with respect to construction and design.

(4) Minimum Setbacks

(a) The minimum setbacks for buildings and structures shall be:

- (1) 7.5m (24.6 ft) from all front lot lines or roadways,
- (2) 6m (19.7 ft) from all rear lot lines,
- (3) 3m, or one-half the height of the building whichever is the greater, to a maximum of 4.5m (14.8 ft) from all side lot lines.
- (4) such greater distance as may be required under S.18 and S.25 of this bylaw and the fire and building codes.

(b) Except as may be a part of a principal building, satellite dishes, antennas and parabolic reflectors shall be set back at least 8m (26.2 ft) from all lot lines.

(c) Notwithstanding clause (a), innovative designs incorporating docking facilities, boardwalks and floating buildings abutting, or included as part of a housing project, will be considered on their merits with respect to setbacks permitted.

(5) Minimum Lot Size

(a) The minimum area of any lot created by subdivision shall be 334 sq.m (3,600 sq ft) and all Lots, except lots used exclusively for parking, shall be served with Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a)

above. S22 (2) also applies.

(6) Dwelling Unit Density

There shall be a lot area of at least 334 sq. m (3,600 sq. ft) for each dwelling unit developed on a site.

(7) Landscaping and Private Areas

(a) The minimum landscaped area shall be 35% of the site.

(b) A private outdoor area of at least 18.6 sq m (200 sq. ft) shall be provided for each dwelling unit developed

(c) The regulations of clauses (a) and (b) above do not apply to lots upon which the principal use is parking.

(8) Parking

Parking shall be provided in accordance with Part 3 of the bylaw.

S.30 RM - RESIDENTIAL - Mobile / Modular Homes

(1) General Purpose

This zone is generally intended to provide for residential lots of 470 sq. m (5050 sq. ft) or more in size, principally for one standard, modular or mobile home residence per lot. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

(a) Residences

(b) Commerce

(c) Accessory uses

(d) Recreation

(3) Development Regulations and Density for Permitted Uses

(a) One residential building is permitted on each lot. Recreational Vehicles may be sited on lots as residences only during the normal period of building or placing dwellings on parcels.

(b) Coverage by all buildings shall not exceed 30% of any lot.

(c) Accessory buildings shall have a total floor area of no more than 67 sq.m (720 sq. ft) and shall not be more than one storey or 4m (13 ft) in height.

Minimum Setbacks

(a) The minimum setbacks for buildings and structures shall be:

(1) 6m (19.7 ft) from all front lot lines, and where a building flanks on a roadway.

(2) 3m (9.8 ft) from all side lot lines for principal buildings

(3) 4m (13 ft) from all rear lot lines for principal buildings.

(4) 1m (3.3 ft.) from all rear and side lot lines for accessory buildings.

- (4) Minimum Lot Size and Servicing
 - (a) The minimum area of lots shall be 470 sq.m (5,059 sq. ft).
 - (b) No minimum size is required for a parking lot or other lots having no habitable building.
 - (c) No habitable building shall be permitted on the lot unless or until, the lot is serviced with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.
- (5) Parking

Parking shall be provided in accordance with Part 3 of this bylaw.

S-31 RV - TOURIST - Recreation Vehicles

- (1) General Purpose

This zone is generally intended to provide for lots upon which Recreation Vehicles are temporarily parked. Lots created as an R.V. Park need not be serviced with sewer and water provided that a common water supply and sewage dumping station is provided. Lots created as Bare Land Strata titles under the Condominium Act, or as normal subdivided lots registered in the Land Titles Office, shall be serviced by community sewer and water facilities.

- (2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Recreation Vehicles and Boat Trailers; Mobile Homes
- (b) Accessory uses including local commerce
- (c) Common area facilities: such as washrooms, laundry and resident manager accommodation
- (d) Recreation

- (3) Development Regulations and Density for Permitted Uses

- (a) Except where a service, commercial or recreation building has been provided to serve a project, one Recreation Vehicle, Boat Trailer and accessory building is permitted on each lot or assigned area.
- (b) The floor area of accessory buildings on any lot or assigned area shall not exceed 14 sq.m (150 sq. ft) and shall not be more than one storey or 2.8 m (9 ft) in height.

- (4) Minimum Setbacks

The minimum setback for all structures and buildings shall be no less than 1 m (3.3 ft) from all lot lines.

- (5) Minimum Lot Size

- (a) The minimum area of lots or sites assigned for the parking of recreation vehicles shall be 140 sq.m (1500 sq. ft).
- (b) No minimum size is required for a parking lot or other lots having no habitable building.
- (c) No habitable building shall be permitted on the lot unless, or until, the lot is

served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(6) Parking

Parking shall be provided in accordance with Part 3 of this bylaw.

S.32 C1 - COMMERCIAL- Class One / Retail and Service

(1) General Purpose

This zone is generally intended to provide sites for retail and service outlets (including marine and associated businesses) which offer a variety of goods and services that are not provided for in other zones. These lots are located primarily in areas that are readily accessible to permanent and seasonal residents. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses are permitted only where they have been approved for lease or development by Crown agencies when such approval is required:

- (a) Retail stores
- (b) Personal and Business Services including mini-storage facilities
- (c) Offices and Government Buildings and Institutional uses
- (d) Indoor and Outdoor Eating Establishments, and Pubs
- (e) Drive-In and Drive-Through Businesses including car washes and boat washes
- (f) Theaters and Indoor Entertainment Establishments
- (g) Bakeries
- (h) Schools, Clubs, Lodges and Places of Worship
- (i) Motels, Hotels, Inns, Hostels and Condominiums
- (j) Recreation
- (k) Boat Repairs and Storage
- (l) Parking as a principle use
- (m) Helipad
- (n) Accessory Buildings and Parking facilities including associated residence
- (o) Trade, Conference and Convention facilities
- (p) Recreational Vehicle parks and campgrounds

(3) Development and Setback Regulations for Permitted Uses

(a) The maximum site coverage by all buildings shall be 75% and there shall be:

- (1) an adequate provision for loading and garbage facilities
- (2) setbacks as required by S.18, and the fire and building codes for access, and with regard to existing adjacent developments, and
- (3) minimum setbacks for all buildings of 8m (26.2 ft) from the front lot lines except for gas pumps and canopies, propane or fuel tanks, and accessory buildings of 14 sq.m (150 sq. ft), or less,
- (4) no setback is required from the rear and side lot lines.

(4) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 670 sq.m (7,200 sq.ft). Lots shall be not less than 18m (59 ft) on a single fronting line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(c) Clause (a) above does not apply to Strata Titles created under the Condominium Act for the purpose of creating mini-storage units or Recreation Vehicle spaces for ownership or rental.

(5) Parking and Access

Parking shall be in accordance with Part 3 of this bylaw, and adequate unrestricted access shall be provided as required in 3 (a) (2) of this section.

S.33 CT - COMMERCIAL - Tourist / Retail, Service and Education

(1) General Purpose

This zone is generally intended to provide sites for tourist oriented and educational developments of local, regional or wider significance, and for uses accessory to the main developments. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Those uses permitted in the C1 zone
- (b) Marinas, Commercial Resorts and Tour Facilities
- (c) Science, Cultural, and Education Centers and Offices
- (d) Arts and Crafts, and Personal Services
- (e) Residential where considered an accessory use

(3) Development and Setback Regulations

- (a) The maximum site coverage by all buildings shall be 100%.
- (b) There shall be and adequate provision for loading and garbage facilities.
- (c) All lots in this zone shall be served by Community Sewer and Water Facilities.
- (d) Clause (c) does not apply to Parking Lots or other uses having no habitable buildings, or to Strata Titles created under the Condominium Act for the purpose of creating marinas boat slips or mini-storage units for ownership or rental.

(4) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 670 sq.m (7,200 sq ft). Lots shall be not less than 18 m (59 ft) on a single fronting lot line and shall be serviced by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(d) Clause (a) above does not apply to Strata Titles created under the Condominium Act for the purpose of creating lots for boat trailers, campers and recreation vehicles, for parking only, in which case the minimum size of the lot is 34 sq.m (366 sq. ft), or for mini-storage units for ownership or rental where no minimum applies.

(5) Parking and Access

Parking shall be in accordance with Part 3 of this bylaw, and adequate unrestricted access shall be provided as required in Clause 3 (b) (2) of this section.

S.34 M1 MARINE - Limited Access

(1) General Purpose

This zone is generally intended to permit marine access to the shore of the Telegraph Cove Holdings Ltd- Land only for the private use of residential uses permitted on upland lots abutting the foreshore.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Boat launch and anchorage for private use.
- (b) Marine navigational aids.
- (c) Docks, piers, wharves, and floats for private use to access, and which are necessary to, residential and commercial uses or developments permitted on the upland lots abutting the foreshore.

(3) Buildings and Structures Prohibited

No breakwaters, fill material, groins or changes to the configuration or surface of the foreshore or lands underwater shall be undertaken except as may be allowed as a condition of a permit to facilitate Clause (2) (c) of this section.

S.35 M2 MARINE - Permitted Access

(1) General Purpose

This zone is generally intended to allow marine activities to the extent permitted in this zone and to provide access to the shore for public and private uses permitted on adjacent zones to the Telegraph Cove Holdings Ltd. Land.

(2) Permitted Uses

- (a) Marinas
- (b) Strata Titles created under the Condominium Act for the purpose of creating lots for dwelling units, commercial space, boat moorage slips, etc.
- (c) Seaplane moorage and anchorage
- (d) Government or private wharves and breakwaters
- (e) Boat rentals, sales and repairs
- (f) Boat launching, ramps, anchorage and moorage

- (g) Marine fuel sales
- (h) Marine navigational aids

- (i) Private lockers and storage facilities
- (k) Cruise and tour vessel facilities
- (l) Recreation Uses
- (m) Uses accessory to the above uses

(3) Parking

Motor vehicle parking must be provided for all permitted uses in accordance with Part 3 of this bylaw.

(4) Foreshore Access

Markers and signs identifying the uses permitted in the zone are allowed and public access as required in subdivision approvals shall not be impeded.

S.36 MARINE - Requirement to Comply

Except as specifically permitted by this bylaw, or until a permit has been issued where one is required, no areas within zones M1 and M2 within 50m (164 ft) of the shore of the land shall be subdivided, developed, used or occupied. Nor shall any buildings, structures or floats be constructed, altered, located, erected or anchored on that land or water except as conforms to this bylaw.

VIOLATIONS

Every person commits an offence who, being an owner or occupier of land, or on the surface of water within 50m (164 ft) of the shores of the land:

- (a) violates or permits the violation of this bylaw, or
- (b) negates or omits to do anything required by this bylaw, or
- (c) carries out any act or development in a manner not permitted by, or that is contrary to the provisions of this bylaw, or
- (d) fails to comply with an order, directive or notice given under this bylaw, or
- (e) prevents, obstructs or attempts to prevent or obstruct a person from entering on property as authorized under S.3 (2) of this bylaw.

S.37 P1 - PARK - Conservation / Private Use

(1) General Purpose

This zone is generally intended to provide zoning on sensitive slopes and treed areas for the passive recreational or private recreational use of all people owning lands or using facilities within the Telegraph Cove Holdings Ltd Area. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Nature walks, trails and educational uses
- (b) Telecommunication towers and facilities
- (c) Signs identifying park related matters
- (d) Minor buildings and structures serving recreation and boating uses
- (e) Accessory uses and structures

(3) Minimum Lot Size

The minimum area of any lot is 2 ha (5 acres).

(4) Parking

Where limited use of lands has been permitted and developed, parking shall be provided in accordance with Part 3 of this bylaw.

S.38 P2 - PARK - Golf Course, Recreation

(1) General Purpose

This zone is generally intended to preserve areas suitable for development as a golf course. Lots may be created as Bare Land Strata Titles under the Condominium Act or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Golf Course Development
- (b) Uses accessory to the Golf Course, including housing, retail and restaurant buildings and structures.
- (c) recreational / leisure activities such as camping
- (d) plant nursery

(3) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 670 sq.m (7.200 sq. ft), Lots shall be not less than 18m (59 ft) on a single fronting lot line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum Lot size of clause (a) above. S22 (2) also applies.

(4) Parking

(a) The number of parking stalls shall be provided to the extent of one stall per two golfers at peak time, except that the projected number of local users walking to the site shall also be taken into account at the time of development.

(b) Parking shall be provided for all uses in accordance with the requirements of Part 3 of this bylaw.

S.39 P3 - PARK - Recreation / Private Use

(1) General Purpose

This zone is generally intended to provide zoning on treed areas for private recreational, nature, boating and associated facilities. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Nature walks, trails and educational use
- (b) Signs identifying park related matters
- (c) Buildings and structures serving recreation and small boating uses
- (d) Transient cabin or camping facilities
- (e) Accessory Residences
- (f) Hostels
- (g) Accessory uses and structures including pavilion, bath and laundry facilities, and the storage of small boats.

(3) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 720 sq.m (7.750 sq. ft). Lots shall be not less than 18m (59 ft) on a single fronting lot line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(4) Parking

Where limited use of lands has been permitted and developed, parking shall be provided in accordance with Part 3 of this bylaw.

S.40 P4 PARK - Recreation / Non-Profit

(1) General Purpose

This zone is generally intended to provide zoning for the Johnstone Strait Killer Whale Interpretive Centre under the auspices of the Johnstone Strait Killer Whale Interpretive Centre Society, and/ or for other non-profit organizations such as B.C. Parks.

(2) Permitted Uses

The following uses are permitted in this zone:

- "

- (a) building and structures serving educational, recreation and research uses
- (b) nature walks and trails
- (c) signs identifying whale center and park related matters
- (d) dormitory facilities to accommodate researchers and or employees of the site specific activities

(3) Parking

Parking shall be provided for all uses in accordance with the requirements of Part 3 of this bylaw.

D290C 2018 Operating Expenses

	CRRF	Property Mgr	Accounting	Office Expenses & Bank Fees	Legal	Social/PR and Gifts	Bldg Equip.& Maintenance	Window Clean &Bldg Clean	Carpet Clean	Hydro	Insurance	Water&Sewer	Trash	Sub Lease	Property Tax	Total Budget
Budgeted	7,560.00	18,900.00	1,200.00	900.00	700.00	600.00	2,500.00	2,000.00	700.00	450.00	17,900.00	11,100.00	900.00	750.00	17,000.00	83,160.00
January		4,725.00		50.00			232.61									
February				50.00						99.25			59.10			
March				50.00			877.11					5,542.80				
April		4,725.00		50.00						77.05						
May				50.00				500.00					120.58			
June			1,225.61	50.00			57.69		630.00	56.23	18,192.00				17,989.17	
				4.50				2,000.00								
				33.92			248.36									
							182.25									
July		4,725.00		50.00									138.87	718.70		
				14.00												
August	7,560.00			50.00		200.00	63.83			40.06						
							24.50									
				1.50		420.00	120.69									
							134.29									
September				50.00								9,687.00				
October		4,725.00		50.00	320.07		1,805.04						415.53			
				4.50												
November				50.00						47.82						
December				111.98			325.5			67.48						
				50.00												
				14.00												
TOTAL	7,560.00	18,900.00	1,225.61	793.40	320.07	620.00	4,071.87	2,500.00	630.00	387.89	18,192.00	15,229.80	734.08	718.70	17,989.17	89,872.59
Budgeted	7,560.00	18,900.00	1,200.00	900.00	700.00	600.00	2,500.00	2,000.00	700.00	450.00	17,900.00	11,100.00	900.00	750.00	17,000.00	83,160.00

5% Allowance 3,780.00

TTL BUDGET 86,940.00

Notes Maintenance Costs:

- 232.61 Fire Extinguisher Updates
- 877.11 Fire Suppression Services (reimbursed to TCM)
- 57.69 Bldg Cleaning Supplies
- 248.36 Hanging Flower Baskets
- 182.25 Vacuum/Scotchguard
- 24.50 Smoke Alarm Batteries
- 63.83 Maintenance Supplies for Carpet Removal
- 120.69 Fire Alarm Batteries/Garbage Bags/Spider Repellent
- 134.29 Carpet Glue Remover
- 325.5 Fire Extinguisher Annual Maintenance
- 2266.83
- 1805.04 Carpet Removal (cost is allocated in 2019 Budget)**
- 4071.87

Extra Levies: Cost
 Doorhandle Exchange 2,668.40
 Hot Water Tanks 4,383.75

Overdraft: 2,932.59

D290C 2019 Operating Expenses to July 31, 2019

		Property		Office &		Social/PR	Bldg Equip &	Carpet	Window &	Carpet			Water &	Fire	Trash	Foreshore	Property	Total
	CRRF	Management	Accounting	Bank Fees	Legal	& Gifts	Maintenance	Replacement	Bldg Clean	Clean	Hydro	Insurance	Sewer	Supression	Removal	Sub Lease	Taxes	Budget
Budgeted	8,665.00	18,900.00	1,200.00	800.00	700.00	600.00	2,500.00	8,000.00	1,500.00	700.00	450.00	18,250.00	12,200.00	900.00	1,200.00	750.00	18,000.00	95,315.00
January		4,725.00		27.99														
February				51.50														
				42.90							75.05		10,282.60					
March				51.50														
				50.00				1,792.31									295.85	
								1,204.15									66.24	
April		4,725.00		50.00				1,778.84										
May				50.00			161.67	1,778.84										
							448.00											
June				50.00			151.33			472.50		19,303.00						17,994.97
July		4,725.00	1,330.61	40.31			55.95				46.79						262.40	718.70
				50.00													128.97	
August																		
September																		
October																		
November																		
December																		
TOTAL	0.00	14,175.00	1,330.61	464.20	0.00	0.00	816.95	6,554.14	0.00	472.50	192.96	19,303.00	10,282.60	0.00	753.46	718.70	17,994.97	73,059.09
Variance	8,665.00	4,725.00	-130.61	335.80	700.00	600.00	1,683.05	1,445.86	1,500.00	227.50	257.04	-1,053.00	1,917.40	900.00	446.54	31.30	5.03	22,255.91

5% Allowance 4,332.50

Total Budget Remaining **26,588.41**

Notes Maintenance Costs:

- 161.67 Windsor Plywood & Garden
- 448.00 Flowers
- 151.33 Garden & Smoking Bench
- 55.95 Paint - BBQ Wall

Budget Shortfall



TELEGRAPH COVE UTILITIES LTD. ANNUAL REPORT TO CUSTOMERS – 2019

Mission

Telegraph Cove Utilities Ltd. (TCU) was incorporated in 1998. Wholly owned by Telegraph Cove Holdings Ltd. since its inception, TCU is a community based private water and sewer utility company dedicated to the responsible delivery of safe, reliable water and sewer services to customers in its specified service area.

Operations

TCU welcomes the current transition to our new management and operations team.

- Stephanie Meinhold (250-928-3163) has completed the water and sewer certified operator course work and soon takes the certification exams. She has an extensive health and science background and is committed to TCU's mission. She is also working with Vancouver Island Health Authority and the Ministry of Environment in this important transition.
- George Rapin joined us as Infrastructure Manager several months ago. George has proven to be a can-do maintain and repair specialist knowledgeable in water and wastewater systems, and TCU is very pleased to have him onsite and on board. **IN THE EVENT OF A WATER OR SEWER EMERGENCY CONTACT GEORGE AT [250-230-1000 \(Cell\)](tel:250-230-1000) or [250-928-3020](tel:250-928-3020).**
- Tyler Meinhold (250-201-3474) has a considerable business management background and assumes Utility Management with ongoing transition interface from Chuck Rawls.
- Lynne Paasch – Administrator (509-967-2395 WA or 250-928-3065 Telegraph Cove)

Water

The Raw Water Reservoir's capacity is 7,571 cubic metres. It once again began the peak demand season at near full capacity, providing a sufficient, readily available supply of raw water (rainwater and flow from Steep Creek).

The Water Treatment Plant (WTP) turns raw water into drinking water by processes using exact amounts of alum, soda ash and sodium hypochlorite. 5,715 cubic metres of drinking water were produced and sent through the distribution system in 2018. Our water continues to consistently be of the highest quality.

Sewer

The Sewage Treatment Plant (STP) continues to function well.

Fire

On January 31, 2017 the Town of Port McNeill cancelled the Fire Services Agreement that had been in place with the Port McNeill Volunteer Fire Department since 2013. The owners in the TCU service area were able to extend service thru year 2018 with no agreement in place, as TCU attempted to work with the Town to effect a replacement agreement. Those efforts were not successful given that the Town required TCU at its sole cost to design, build and maintain access roads, ensure that all improvements on the lands meet applicable statutes and building codes, ensure that explosives are not manufactured stored or sold on the lands, etc. These are requirements clearly beyond TCU's power or responsibility.

Land owners in the TCU service area are not served by a responding fire department. Be sure to make this clear to your property insurance provider. TCU continues to provide water, water lines and hydrants for fire suppression use by owners in its service area. TCU remains receptive to partnering in an agreement with a responding fire department provided the requirements imposed on TCU and its customers are rational.

Rates: New sewer rates, and water rates via Tariff amendment, commenced July 1, 2018.

Regulatory Reporting (reports in [blue](#) below are available upon request)

Water:

- [Drinking Water System Annual Report](#) for year 2018 was submitted to Eric Bergsma, Environmental Health Officer/Port Hardy on February 25, 2019. The annual report also includes:
 - Permit to Operate
 - Water Sample Range Reports for drinking water and raw water for year 2018.
- On April 12, 2018 Eric Bergsma conducted a routine site inspection of the WTP and his [Inspection Report is dated April 12, 2018](#).
- [Water Utility Annual Report](#) for year ended December 31, 2018 was submitted to the Comptroller of Water Rights/Victoria on February 20, 2019. It primarily provides revenue analysis, financial reports and bank account confirmations.
- [Annual Water System Return](#) for year 2018 was submitted to Water Management Branch/Victoria on February 20, 2019. It reports water production, demand and source information.

Sewer:

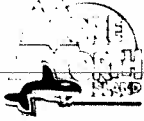
- [Quarterly Reports](#) are provided to Environmental Protection Officer Conrad Berube/Nanaimo. They include monthly STP flow data and effluent lab analysis of biochemical oxygen demand (BOD) and total suspended solids (TSS). Discharge requirement is less than 45 mg/L of 5-day BOD and TSS. The reports also include results of tests for fecal coliform in nearby seawater (Ella Bay, Wastell Beach and Telegraph Cove) that are sampled twice each year, and results of the Sewer Outfall Dye Test that was conducted June 26, 2018 and is required every 5 years.

Financial:

Approximate HSBC bank account balances at June 18, 2019 are:

○ Operating Account (Water)	\$ 20,050.19
○ Operating Account (Sewer)	\$ 8,464.55
○ Water-Revenue Deficit Trust Fund	\$ 50,000.00
○ Water-Replacement Reserve Fund	\$128,444.46
○ Sewer Replacement Fund	\$ 12,249.00

Respectfully submitted,
Lynne Paasch, Administrator



REGIONAL DISTRICT OF MOUNT WADDINGTON BYLAW NO. 785

A bylaw to amend "Telegraph Cove Holdings Ltd. Land Use Bylaw, No. 497"

WHEREAS the Regional District of Mount Waddington has received a rezoning application to rezone the parcels shown on Schedule "A" which is attached to and forms part of this bylaw;

NOW THEREFORE the Board of the Regional District of Mount Waddington, in open meeting assembled, hereby enacts as follows:

1. This bylaw shall be cited for all purposes as the "Telegraph Cove Holdings Ltd. Zoning Amendment Bylaw No. 785, 2009".
2. As shown on Schedule "A", the zoning designations are hereby changed as follows:
 - a) from Commercial – Tourist/Retail, Service and Education (CT) to Residential – Single Unit/Low Density (RS): Portions of Lot 1, DL 79, Rupert District, Plan 73514.
 - b) from Commercial – Tourist/Retail, Service and Education (CT) to Residential – Multiple Unit/Higher Density (RH): Lot 1, Block I, Plan 74294, DL 79, Rupert District; Lot D, Plan 71975, DL 79, Rupert District; Lot E, Plan 71975, DL 79, Rupert District; and Portions of Lot 1, Plan 73514, DL 79, Rupert District.
 - c) from Commercial – Class One/Retail and Service (C1) to Residential – Multiple Unit/Higher Density (RH): Lot B, Plan 84787, DL 79, Rupert District.
 - d) from Commercial – Class One/Retail and Service (C1) to Residential – Single Unit/Low Density (RS): Portions of Lot 1, DL 79, Plan VIP 73514.
3. The "Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497" is hereby amended to reflect these changes.

READ A FIRST TIME THIS 21ST DAY OF JULY, 2009

READ A SECOND TIME THIS 21ST DAY OF JULY, 2009

PUBLIC HEARING HELD THIS 18TH DAY OF AUGUST, 2009

READ A THIRD TIME THIS 18TH DAY OF AUGUST, 2009

ADOPTED THIS 18TH DAY OF AUGUST, 2009



SECRETARY

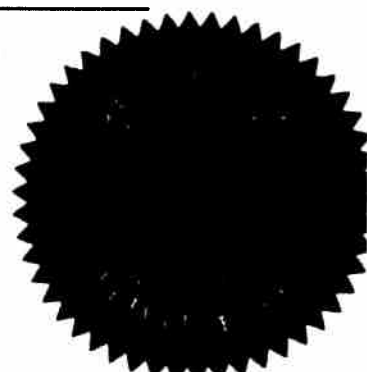


CHAIRPERSON

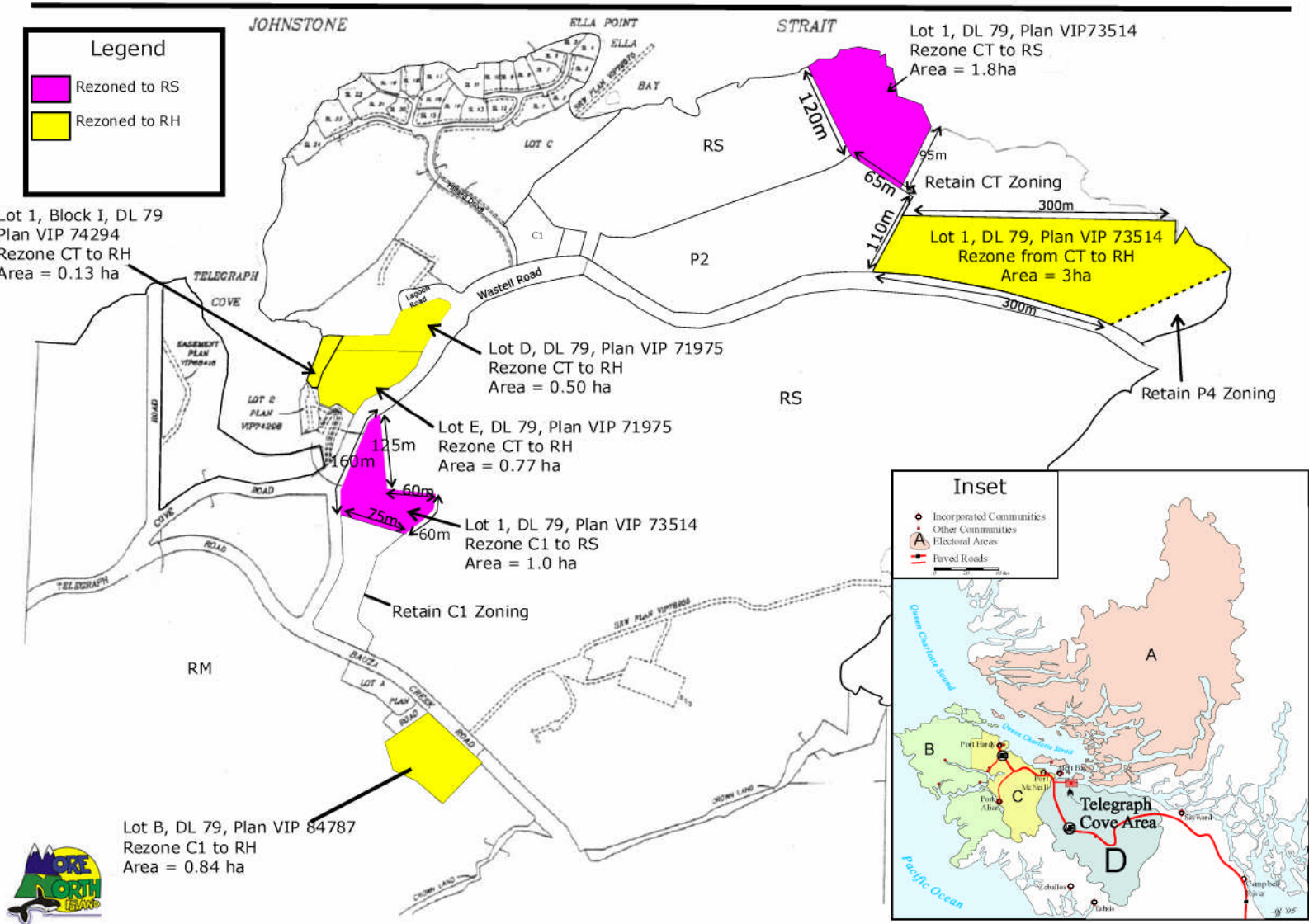
I, hereby certify this to be a true copy of Bylaw # 785



Secretary



Telegraph Cove Holdings Ltd. Zoning Amendment Bylaw No. 785, 2009 Schedule A



Dockside 29 Owners Corporation
 Bank Reconciliations
 HSBC/CIBC (Operating Account)
 January 1, 2018 to December 31, 2018

Balance per Bank Statement December 31, 2017	46,400.29	46,400.29
Plus		
Deposits	284,245.57	
Journal Entries	14,758.72	
	299,004.29	299,004.29
		345,404.58
Less		
Cheques and Withdrawals	268,734.22	
Journal Entries	14,758.72	
Withdrawals 2017	317.19	
	283,810.13	-283,810.13
Balance December 31, 2018:		61,594.45

OS Deposits:	3,042.00	Maintenance Fees
OS Cheques/Withdrawals:	262.50	TCR
	50.00	AON
	3,709.13	Tuttle
	4,021.63	

Dockside 29 Owners Corporation
Bank Reconciliations
CIBC CRRF 28-23918
July 31, 2019

Bank Balance Dec 31, 2018	30,943.42	
Plus:		
Deposits		
Journal Entries	113.23	
		<u>31,056.65</u>
Less:		
Cheques		
IB Transfers		
Journal Entries		<u>0.00</u>
Balance - July 31, 2019		<u><u>\$31,056.65</u></u>
Balance per Bank Stmt July 31, 2019	31,056.65	
Plus:		
Outstanding Deposits		
		<u>31,056.65</u>
Less:		
Outstanding Cheques		<u>0.00</u>
Balance - July 31, 2019		<u><u>\$31,056.65</u></u>
OS Deposits		
OS Cheques		
		<u>0.00</u>

D29OC Property Management Report
August 2018 – April 2019
by Britta Gretzmacher

All regular duties in compliance with Property Management Contract (copy available)
(Attached comprehensive list of daily/weekly/monthly/annual scope of work and contacts)

Live in Manager in D29 (Unit 16) from mid June to mid September, available 24hrs
Hired assistant manager: Deanna Knapp for winter surveillance and basic maintenance
(cost included in Property Management Fee)

- attended Board meetings at directors request
- all accounting/receivables/payables
- assisting D29OC with the enforcement of the articles
- undertook all operation/maintenance issues as directed by Board of Directors
- replaced smoke alarm batteries in all units (except unit 28)
- Annual floor level measurements in units for substructure report in September
- Managed Door Handle Replacement
- Managed Substructure Repairs
- Interface with Brian Freethy from Heavy Metal Marine re: Substructure Repairs
- Managed lower carpet removal

Transition to new Property Management

- list of all D29 Property Maintenance Duties (daily/weekly/monthly annually) sent to D29OC in September of 2018
- handed over all time sensitive documents to Lorna Schindle via courier beginning of March (Including Masterkeys, Bank Documents, Cheque Book, CIBC Banking Card, Data Stick)
- handed over all hard copy documents to Jim Tracy mid June

Duties of Property Manager at Dockside 29

Daily Tasks June to September:

- Maintain and clean BBQ Area (wipe chairs, fold in umbrellas, pick up Garbage, clean up bird poo from railings, clean tables and ground)
- Check garbage and recycling bins and empty if need be
- Check large garbage bin and move garbage around to hollow spots if need be
- Check all parking passes
- Pick up garbage on Parking-lot and in Hallways if need be
- Make sure House Rules are not violated and follow up
- Water hanging baskets and large flowerpots
- Walk through property before bedtime so make sure all is well and all lights are working
- Check postal mailbox

Weekly Tasks June to September:

- Vacuum all hallways and stairs
- Spot clean carpet when needed
- Clean away spider webs
- Clean glass of upper railing if need be and where it can be reached
- Weed removal on parking-lot curb
- Remove fallen rocks from wall and clean up any rock debris
- Check stand-up ashtray and empty if need be
- Adjust timer of outside lights

Odd tasks during the summer

- Meet with trades people for quotes to maintain or upgrade property
- Unlock entry doors when owner/guests lock themselves out and master key is needed
- Supervise any maintenance/repair crew
- Respond to emergencies or other incidents (e.g.: toilet bowl leaks/smoke alarm failures)

Manager Assistant's Off-Season Duties:

- Location check every 72 hours
- Overall Maintenance of Building
- Carpet cleaning if required
- Monitor and change outside light timer
- Change light bulbs if required
- Take away any garbage lying around
- Keep parking lot clean
- Check mail box once a week and forward to Manager
- Deposit cheque payments from shareholders at CIBC in Port McNeill
- Communicate with Property Manager at least twice a week
- Alert Property Manager immediately for any emergencies
- Support Property Manager in any way and as needed

Administrative Tasks throughout the Year

Accounts payable: Invoice payments either per cheque, e-transfer or online (BC Hydro) / Update Excel Sheet of Operation Expenses for accountability / Check CIBC account regularly for withdrawals

Accounts receivable: Maintenance Fees are due June 1 and December 1 as per approved Entitlement Schedule (Invoices are sent out via e-mail on May 1 and November 1) / Late Payment fees of assessments as per D29OC Article 17.02 / Check CIBC account regularly for deposits

Year End Account Reports: CIBC annual Account History for Operating (Checking) and Savings Account to be presented to D29OC Accountant (Georg Agar, Vernon, BC) for Financial Statements and the Corporate Income Tax Return no later than April of the following year

CRRF: Deposit of contribution as per AGM approved Budget. Withdrawals with approval of D29OC Board or AGM Resolution

Financial Statement/D29OC Accountant: Meeting with George Agar, Accountant in May to go over Account History, Financial Statements and CRRF / Documents to be signed by a either the president or secretary of the D29OC Board

AGM Preparations:Property Management Report for the year (incl. outlook for following year)/ Draft Budget (incl. Notes) / Draft Maintenance Fee Entitlement Schedule / CIBC Accounts History for previous year and January to June the year of / Present quotes for any upgrades/maintenance as per direction of the board / Print/organize all presented agenda items for AGM Attendees

Owners Contact List: Update Owner's contact List whenever need be distribute to owners and print for AGM handout

Renew Property & Directors Liability Insurance : Existing Policies (Property and Directors Liability) expire May 31, 2018

Interface with BC Assessment in regards to Property Tax Assessment: in early October find out the number of rentals that were in a rental agreement for the current year and report to the board for approval. Report the approved number via e-mail to BC Assessment asap. BCA will determine residential and business class value for annual Property Tax Assessment/Notice on the reported numbers.

Interface with Board of Directors: Attend Board Meetings on request and inform the directors when needed of any maintenance issues, house rule violation incidents, emergencies etc / Assist and support as per Management Agreement

Interface with Owners/Shareholders: Provide updated Owner's Contact List / E-mail correspondence as per direction of the Board and for annual Maintenance date updates / Pass on any owner's requests for unit or property upgrades / If agree to organize and supervise any unit related upgrades without extra charge / Issue invoices for maintenance fees/extra levies and collect the funds

Maintenance Tasks when scheduled or needed

Fire extinguisher/BC Fire Code: Outdoor Fire Extinguishers are annually maintained by: **LOCKZ2FIT** (Ivan de Toro/Port Hardy) / Fire Suppression Service Agreement in place with Port McNeill Volunteer Fire Department Annual Invoice from TCM (Lynne Paasch)/ Rate determined from Property Tax / Annual Fire Drill mid July with PMc Volunteer Fire Department organized by Lynne Paasch / Annual Fire Alarm Maintenance and battery exchange (all units) in the fall

Exterior Lights: Monitor and change exterior light bulbs when needed / Set exterior outdoor light timer in Electrical Room to proper times throughout the year

Carpet Cleaning: Weekly vacuum during the summer month and when needed during off season / Annual Carpet Cleaning in May by: **Pacific Rim Carpet Cleaning**

Window Cleaning: Annual Window Cleaning in May with "Randy Window Cleaning"

Building Cleaning: on request by Board (2018 Building cleaning of soffits, walls etc with Deanna Knapp and Randy Kozlowski)

Garbage: Fox's Disposal Port McNeill / Monthly pick up from October to March/ bi-weekly in April and May/weekly in June and September/ Twice a week in July and August
Confirm pick up schedule throughout the year with Greg Fox and call Mike for any unforeseen last minute pick ups or schedule changes

Recycling: No recycling available / Blue bins under BBQ counter for bottles and cans that can be brought to Port McNeill / Return-It-Depot/ large box for flattened cardboard on BBQ Area to be disposed at 7-Mile Landfill

Fire Alarms: Fire Alarms in unit are the owner's responsibility but the D29OC Board has decided to have the Property Manager undertake an annual Fire Alarm Maintenance and battery exchange (all units) in the fall. Next schedule Smoke Alarm replacement due in 2024

BBQ Area: Power wash area every second year / Keep tables, chairs, countertop, railing and garbage can clean
Monitor house rules compliance

Parking Lot: Keep parking lot clean of any debris and weeds / Monitor parking passes of renters and report any non-D29 vehicles, trailers etc to D29OC Board

Flower Baskets: Order 6 hanging baskets in May to be picked up in early June

Substructure: Annual unit level measurements in the fall and report to D29OC Board / Interface with Hugh Tuttle, Engineer every 5 years for substructure inspection with approval form D29OC Board.

Ragged Edge Community Network Society, Port McNeill: Contact if owners complain of bad service
Make sure both booster devices are properly plugged in (Storage Room A and Electrical Room)

Shaw Satellite Service: Interface with Shaw Direct if owners complain of bad reception/signal or upgrade of satellite dish

Roof: Last inspection 2014 (next one advised to do no later than 2020, Roof will be 20 years old)
Inspection found no issues, except all screws need to be replaced at one point / Material was supplied by Windsor Plywood in Port McNeill / 30 Year Limited Warranty - as the roof is now 18 years old we would only have 12 years remaining on the Warranty

Telegraph Cove Utilities: Lynne sends in quarterly Water meter reading numbers / Invoices to be paid bi-annually / Keep pipes and water valve in storage room C clear of shattles / Make sure pressure in valve is set properly / In 2015 plumber checked our valve and water pressure and all is ok at 60 PSI, which is the recommended setting / TCU confirmed that the 2 fire hydrants on the D29 property fall under TCU responsibility and will be maintained by them



Dockside 29 Owners Corporation

Cordially invites you to the

2019 Summer Social

to be held on the D29 BBQ Deck
(or the Gazebo of the Seahorse Cafe)

August 9th, 2019
starting at 5 pm

Appetizers are provided
(BYO favorite beverage)

Telegraph Cove Resort
D290C Property Management Report - August 2019
Submitted by Taso Staikos

It's early days in our relationship as property managers for Dockside 29 Owners Corporation and we're working closely with your Board to fulfill our commitment to manage your property with a high standard of maintenance and service. We have a team of employees available who are providing regular cleaning, maintenance, and accounting. These services will be provided year round, on site, as when our business at Telegraph Cove Resort is not in regular operation we have on-site employees for maintenance, cleaning and security and our accounting department is still working regular hours.

Under our role as Rental Managers for the Dockside units in rental we're diligent in providing both parking passes and copies of the Dockside 29 House Rules. As your Property Managers we're working with your Board to ensure these are complied with by both renters and shareholders for the maximum enjoyment of all.

Any transition is not without a few challenges. The most obvious is the time it has taken to get the windows at Dockside cleaned. On the North Island there are very limited choices of qualified and willing window washers for a structure such as Dockside which leaves us somewhat at their mercy. We will continue to explore options in an attempt to ensure this project is completed in May or early June in 2020.

Along with our daily cleaning duties for our rental Dockside units, we do regular garbage and recycling removal from the common area, weekly carpet cleaning, cleaning of common areas, removal of debris from the parking lot, checking and picking up of mail, bookkeeping, bank balancing and bill payments.

As I said before, window cleaning was a challenge this year, but we got it done.

Carpet steam cleaning was done in the spring.

The floor of the far stairway was repaired prior to carpet installation. (Side closer to North Island Kayak)

Fire extinguishers were inspected.

General cleaning was done of all the glass railing and all common areas.

We've been fortunate to have had Deanna Knapp managing our housekeeping department. Everybody is very familiar with 'Dee' and she has done an amazing job of keeping Dockside 29 and Telegraph Cove very clean and tidy.

A reminder regarding **Fire Prevention**: Please check that your in suite fire extinguisher is up to date as required by the BC Fire Code and familiarize yourself with the location of outside fire extinguishers and fire response plan.

The BC Fire Code requires annual smoke detector inspection and battery exchange. This will be done by a TCR/Board team in the fall along with the annual floor measurements for the substructure. (Shareholders will be sent advanced notice of the date)

Telegraph Cove Resort
D290C Property Management Report: August 2019
Submitted by Taso Staikos
Page 2

We have arranged to have our Atrium at the Telegraph Cove Resort set up and available to host this year's AGM meeting and we hope everybody will enjoy the space and view.

We welcome any suggestions for improvements to our service. Please let your Board know of any suggestions or concerns you have and we'll do our best to meet your requests.

We're available, seven days a week, 24 hours a day should any issues arise.

Looking forward to continuing our great relationship.

DOCKSIDE 29 OWNERS CORPORATION

January 1 to December 31, 2018 ACCOUNT HISTORY (CIBC Accounts in Canadian Dollars)

OPERATING ACCOUNT CIBC 28-23810

BEGINNING BALANCE, 01/01/2018

54,446.72

Revenue

Maintenance Fees 1st half 2018	1,308.00	
Maintenance Fees 2nd half 2018	42,156.00	
Maintenance Fees 1st half 2019	45,649.58	
Late Payment Charges	132.20	
Special Levy: Substructure Payments	124,140.80	
Special Levy: Door Handle Replacement	2,668.37	
Special Levy: Hot Water Tank Replacement	8,767.51	
Reimbursement from CRRF	9,423.11	
Advance from CRRF for Substructure	50,000.00	
	<u>284,245.57</u>	284,245.57
		<u>338,692.29</u>

Expenses

To CRRF - Year 2017 Allocation as Budgeted	7,560.00	
Property Mangement	18,900.00	
Office Expenses and Bank Fees	793.40	
Accounting, G.Agar	1,225.61	
Summer Social/PR/Gifts	620.00	
Building & Equipment Maintenance	4,071.87	
Common Area Clean + Window Wash	2,500.00	
Common Area Clean - Carpet	630.00	
Common Area Hydro	387.89	
Foreshore Sub Lease	718.70	
Insurance - Commercial Pkg/Directors Liability	18,192.00	
Legal - corporate recordkeeping	320.07	
Property Tax	17,989.17	
TCU - Sewer	4,006.80	
TCU - Water	11,223.00	
Trash Removal	734.08	
Subtotal	<u>89,872.59</u>	
Special Levy: Hot Water Tank Replacement	4,383.75	
Special Levy: Door Handle Replacements	2,668.40	
Building - Clean and Painting	1,731.11	
Substructure Repairs	154,621.13	
Reimbursement to CRRF for Substructure Advance	15,457.24	
	<u>268,734.22</u>	-268,734.22

OPERATING ACCOUNT ENDING BALANCE 12/31/2018 69,958.07

CAPITAL REPLACEMENT RESERVE FUND (CRRF)

ACCOUNT CIBC 28-23918	OPENING BALANCE 01/01/2018	67,091.78
Deposits:	Interest	276.01
	CRRF	7,560.00
	Reimbursement for Substructure	<u>15,457.24</u>
		<u>23,293.25</u>
		23,293.25
		90,385.03
Withdrawals:	Bankfees	18.50
	Reimbursement to OP for Bldg Painting	1,731.11
	Reimbursement to OP for Substructure Engineer Cost	7,692.00
	Advance for Substructure Payments	<u>50,000.00</u>
		<u>59,441.61</u>
		-59,441.61
	ENDING BALANCE 12/31/2018	<u>30,943.42</u>

Prepared February 2019, by Britta Gretzmacher, D29OC Property Manager

DOCKSIDE 29 OWNERS CORPORATION

January 1 to December 31, 2018 ACCOUNT HISTORY (CIBC Accounts in Canadian Dollars)

OPERATING ACCOUNT CIBC 28-23810

BEGINNING BALANCE, 01/01/2018

46,400.29

Revenue

Maintenance Fees 1st half 2018	1,308.00	
Maintenance Fees 2nd half 2018	42,156.00	
Maintenance Fees 1st half 2019	45,649.58	
Late Payment Charges	132.20	
Special Levy: Substructure Payments	124,140.80	
Special Levy: Door Handle Replacement	2,668.37	
Special Levy: Hot Water Tank Replacement	8,767.51	
Reimbursement from CRRF	9,423.11	
Advance from CRRF for Substructure	50,000.00	
	<u>284,245.57</u>	284,245.57
		<u>330,645.86</u>

Expenses

To CRRF - Year 2017 Allocation as Budgeted	7,560.00	
Property Mangement	18,900.00	
Office Expenses and Bank Fees	793.40	
Accounting, G.Agar	1,225.61	
Summer Social/PR/Gifts	620.00	
Building & Equipment Maintenance	4,071.87	
Common Area Clean + Window Wash	2,500.00	
Common Area Clean - Carpet	630.00	
Common Area Hydro	387.89	
Foreshore Sub Lease	718.70	
Insurance - Commercial Pkg/Directors Liability	18,192.00	
Legal - corporate recordkeeping	320.07	
Property Tax	17,989.17	
TCU - Sewer	4,006.80	
TCU - Water	11,223.00	
Trash Removal	734.08	
Subtotal - Operational Expenses 2018	<u>89,872.59</u>	
Trash Removal 2017	<u>317.19</u>	
Special Levy: Hot Water Tank Replacement	4,383.75	
Special Levy: Door Handle Replacements	2,668.40	
Building - Clean and Painting	1,731.11	
Substructure Repairs	154,621.13	
Reimbursement to CRRF for Substructure Advance	<u>15,457.24</u>	
	269,051.41	-269,051.41

OPERATING ACCOUNT ENDING BALANCE 12/31/2018 61,594.45

CAPITAL REPLACEMENT RESERVE FUND (CRRF)

ACCOUNT CIBC 28-23918	OPENING BALANCE 01/01/2018	67,091.78
Deposits:	Interest	276.01
	CRRF	7,560.00
	Reimbursement for Substructure	15,457.24
		<u>23,293.25</u>
		<u>23,293.25</u>
Withdrawals:	Bankfees	18.50
	Reimbursement to OP	
	for Bldg Painting	1,731.11
	Reimbursement to OP	
	for Substructure Engineer Cost	7,692.00
	Advance for Substructure Payments	50,000.00
		<u>59,441.61</u>
		-59,441.61
	ENDING BALANCE 12/31/2018	<u>30,943.42</u>

Prepared by Britta Gretzmacher, D29OC Property Manager

Dockside 29 Owners Corporation
 Bank Reconciliations
 HSBC/CIBC (Operating Account)
 January 1, 2018 to December 31, 2018

Balance per Bank Statement January 1, 2018	46,400.29	46,400.29
Plus		
Deposits	284,245.57	
	284,245.57	284,245.57
		330,645.86
Less		
Cheques and Withdrawals	268,734.22	
Withdrawals 2017	317.19	
	269,051.41	-269,051.41
Balance December 31, 2018:		61,594.45

OS Deposits:	3,042.00	Maintenance Fees
OS Cheques/Withdrawals:	262.50	TCR
All Substructure Account	50.00	AON
	3,709.13	Tuttle
	4,021.63	
Property Management Fee	3,150.00	
TOTAL	7,171.63	

D R A F T

MINUTES OF THE ANNUAL GENERAL MEETING OF DOCKSIDE 29 OWNERS CORPORATION HELD AT

the Telegraph Cove Marina RV Park Pavilion, at Telegraph Cove, B.C.,

ON FRIDAY, AUGUST 10, 2018 AT 2 PM

Klaus Gretzmacher acted as Chairman and Lorna Schindle acted as Secretary of the Meeting.

The Chairman declared that a quorum was present and that the meeting was regularly called and duly constituted for the transaction of business.

In Attendance:

Greg & Natalie Farnsworth (Unit 2), Larry & Karen Whitten (Unit 4), Lindsay Bass (Unit 6), Bruno & Carla Muller (Unit 7), Garry & Karan Roberts (Unit 10), Jim & Linda Tracy (Unit 12), Klaus & Britta Gretzmacher (Unit 16), Michelle Lutke (Unit 17), Jared Johnson (Unit 18), Brad Parker (Unit 19), Lorna Schindle (Unit 21), Joanne Matthews & Bob Edwards (Unit 22), Bill & Linda Shipp (Unit 27)

Represented by proxy: Steve & Jamie Poire (Unit 3), Sandra Harris-Polkamp (Unit 15), Don & Hanna Pestell (Unit 20), Don & Sandra MacDonald (Unit 23), Don & Mary Ball (Unit 25), Grant Wittkamp (Unit 29)

Absent: Jennifer Jenkins & Stephen Andrews (Unit 1), William Dean (Unit 5), Jerry & Lois Dancer (Unit 8), Zhang Ziyang & Minwen Ye (Unit 9), Darren & Michelle Wolz (Unit 11), Robin & Brett Tiller (Units 13 & 14) David & Shannon Andersen (Unit 24), William & Megan Mitchell (Unit 26), Doug & Valerie Holland (Unit 28)

19 Units were represented with 13 represented by shareholders in attendance, 6 represented by proxy, and 10 shareholders were absent.

Items distributed and circulated prior to and at the meeting:

2017 AGM Minutes

Checking Account and CRRF (Jan 1, 2017 - Dec 31, 2017)

Checking Account and CRRF (Jan 1, 2018 - June 30, 2018)

CIBC Bank Reconciliations (Jan 1, 2017 - Dec 31, 2017)

CIBC Bank Reconciliation (Jan 1, 2018 – June 30, 2018)

Financial Statements 2017

Draft of 2019 Budget and Maintenance Fee Entitlement Schedule

Owners Contact List

Dockside 29 – Trade Contacts - 2018

Substructure Repairs Report

D29OC Property Management Report

1. UPON MOTION DULY MADE by Michelle Lutke and SECONDED by Karen Whitten the agenda for the 2018 AGM was approved unanimously

2. UPON MOTION DULY MADE by Michelle Lutke and SECONDED by Brad Parker IT WAS RESOLVED that individual speaking time on any one topic would be limited to five minutes

3. UPON MOTION DULY MADE by Michelle Lutke and SECONDED by Garry Roberts the minutes of the Annual General Meeting of the Company held on July 8, 2017 were approved.

4. 4.1 Presidents Report by Klaus Gretzmacher (notes attached)

4.2 Substructure Repairs by Klaus Gretzmacher (notes attached)

UPON MOTION DULY MADE by Klaus Gretzmacher and SECONDED by Michelle Lutke IT WAS PASSED unanimously that the CRRF is to be used to fund the 2018 substructure repair work to the extent that leaves 25% of the 2019 D29OC budget in the CRRF

4.3 Telegraph Cove Utilities Annual Report – Lynne Paasch submitted a written report which was presented by Jared Johnson (Copy attached)

4.4 Property Management Report by Britta Gretzmacher (notes attached)

4.5 Britta Gretzmacher reported on the Checking Accounts, CRRF for the year 2017

4.6 Britta Gretzmacher reported on the Checking Accounts and CRRF for January 1 through June 30, 2018

4.7 Britta Gretzmacher did an overview of the 2017 Financial Statements prepared by Agar, Schneider & Lett

5. UPON MOTION DULY MADE by Brad Parker and SECONDED by Carla Muller IT WAS RESOLVED that the Financial Statements of the Company for the year ended December 31, 2017 be approve

6. UPON MOTION DULY MADE by Michelle Lutke and SECONDED by Bruno Muller, IT WAS RESOLVED that the appointment of an auditor of the Company for the current financial year of the Company be waived

7. 2018 Budget and Maintenance Fee Entitlement

UPON MOTION DULY MADE by Klaus Gretzmacher AND SECONDED by Michelle Lutke, IT WAS RESOLVED that the 2019 Budget and Maintenance Fee Entitlement of the Company for the year ending December 31, 2019 be approved.

8. The Chairman asked for nominations for Directors of the Company. Jim Tracy, Lorna Schindle, Robin Tiller, Jared Johnson and Brad Parker were nominated and accepted.

BY ACCLAMATION it was resolved that:

Jim Tracy, Lorna Schindle, Robin Tiller, Jared Johnson and Brad Parker

be the Directors of the Company to hold office until the conclusion of the 2019 Annual General Meeting or until their respective successors are appointed.

UPON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED that all lawful acts, contracts, proceedings, appointments and payments of money by the Directors of the Company since the last Annual General Meeting of the Company or the date of the last consent Resolutions of Members in lieu thereof, as the case may be, and which have previously been disclosed to the Members, be and the same are hereby adopted, ratified and confirmed.

Postscript: Following the AGM a Directors meeting was held and Jim Tracy was elected President and Lorna Schindle was elected Secretary.

9. New Business – A letter from Jeff Harris (Unit 15) was summarized by his proxy holder, Jim Tracy. Jeff expressed concerns and suggestions regarding rental units and rule infractions. Informal discussion was held with suggestions of ‘owner only’ use of the bbq area and the possibility of changing Dockside 29 to a non-rental property. The informal consensus was to work with Telegraph Cove Resort, the rental management company, to make renters more aware of the property rules and for all shareholders to participate in using a friendly, non-aggressive, approach in educating renters not abiding by the rules. No motions were put forward on any item discussed.

10. It was agreed by all that the 17th D29OC Annual General Meeting will be held Friday, August 9, 2019 at 2 PM place to be announced

There being no further business, the Meeting then adjourned at 3:30 PM

Submitted by Lorna Schindle, Secretary, Dockside29 Owners Corporation

NOTE: These minutes are considered a DRAFT until approved at the 2019 AGM

DOCKSIDE 29 OWNERS CORPORATION

BUDGET YEAR 2020 DRAFT

Page 1 of 2

	Year 2015 Budget	Year 2015 Actual	Year 2016 Budget	Year 2016 Actual	Year 2017 Budget	Year 2017 Actual	Year 2018 Budget	Year 2018 Actual	Year 2019 Budget	Year 2019 Anticipated	Year 2020 Budget
Expenses:											
Property Manager	15,750	15,750.00	15,750	15,750.00	15,750	17,062.50	18,900	18,900.00	18,900	20,475	18,900
Accounting	1,100	1,068.90	1,100	1,173.92	1,100	1,173.11	1,200	1,225.61	1,200	1,331	1,400
Office Expense & Bank Charges	400	213.27	200	805.07	600	1,422.16	900	793.40	800	800	800
Legal - Corporate Record Keeping	350	705.65	450	543.00	700	2,084.90	700	320.07	700	700	700
Summer Social/PR/Gifts/Donations	500	718.10	500	810.07	400	610.00	600	620.00	600	600	600
Building & Equipment Maintenance	2,500	6,091.69	2,500	3,724.94	2,500	3,798.63	2,500	4,071.87	2,500	2,500	4,000
Bldg.-Specific Items: Carpet Replacement		6,042.46		n/a					8,000	6,554	
Carpet Cleaning	600	236.25	600	651.00	700	690.00	700	630.00	700	473	700
Window & Building Cleaning	700	830.00	1,000	1,032.25	1,500	1,260.00	2,000	2,500.00	1,500	2,000	2,000
Common Area Hydro	400	462.43	450	426.60	450	401.34	450	387.89	450	450	450
Water & Sewer	11,000	10,718.04	11,000	10,901.82	11,100	11,085.60	11,100	15,229.80	12,200	20,700	21,200
Trash Removal	1,200	1,199.63	1,200	906.43	800	1,148.93	900	734.08	1,200	1,200	1,200
Insurance - Property & Liability	17,200	17,106.00	17,200	17,106.00	17,200	17,106.00	17,200	17,492.00	17,500	18,583	20,450
Insurance - Directors & Officers	700	700.00	700	700.00	700	700.00	700	700.00	750	770	850
Fire Suppression									900		
Property Taxes	25,500	24,058.96	21,000	20,228.73	21,000	16,921.03	17,000	17,989.17	18,000	17,995	18,000
Foreshore Lease	700	718.70	750	718.70	750	718.70	750	718.70	750	719	750
SUB TOTAL	78,600	86,620.08	74,400	75,478.53	75,250	76,182.90	75,600	82,312.59	86,650	95,850	92,000
Misc. & Allowance for Cost Increases @ 5% of budget	3,930	(plus def. 2,447.5)	3,720		3,763		3,780		4,333		4,600
Capital Replacement Reserves @ 10% of budget	7,860	n/a	7,440	7,440.00	7,525	7,525.00	7,560	7,560.00	8,665	8,665	9,200
TOTAL ANNUAL BUDGET	90,390	89,067.58	85,560	82,918.53	86,538	83,707.90	86,940	89,872.59	99,648	104,515	105,800
Surplus/Deficit from Previous Years		surplus 1,322.42		surplus 2,641.47	-1,322	surplus 1507.18	-2,641	deficit 2932.59	-1,507	deficit 4867.00	2,933
Maintenance Fees to be Charged for Year	90,390		85,560		85,215		84,299		98,140		108,733
Annual Maintenance Fee for "Standard" Unit *	2,802		2,652		2,642		2,613		3,042		3,371
Monthly Maintenance Fee for "Standard" Unit	233.50		221.00		220.00		218.00		254.00		281.00

* There are 20 "standard" units; each has 3.1% entitlement (and is thus responsible for 3.1% of the budget). Eight units have larger entitlements; one unit has a lower entitlement.

Please see Maintenance Fee & Entitlements Schedule, attached, for amounts paid by each unit owner.

Maintenance fees are payable semi-annually, on or before June 1 and December 1 of each year.

Assessments not paid by the 10th day of the month in which they are due shall attract simple interest at the rate of 24% per annum calculated from the second day of that month to and including the actual date of payment.

NOTES for 2018

Extra costs over budget:

Carpet removal paid 2018 budgeted 2019	1,805.04
Window cleaning redo	500.00
Water & Sewer rate increase	4,129.80
Property Taxes increase	989.17
Total:	7,424.01

NOTES for 2019

Cost variances from budget

Double pmt for prop mgmt for April, 2019	1,575.00
Partial carpet removal cost paid in 2018	-1,445.86
Water side building clean not budgeted	500.00
Only upper carpet cleaned	-227.50
Water & Sewer rate increase	8,500.00
Fire Suppression contract cancelled	-900.00
Market wide property insurance increase	1,103.00
	<u>9,104.64</u>

NOTES to 2020 BUDGET

Page 2 of 2

EXPENSES

Property Manager	Management changed to Telegraph Cove Resort Ltd with no increase in cost
Accounting	General market increase in 2019 anticipated again for 2020
Office Expenses & Bank Charges	No increase over 2019 anticipated
Legal - Corporate Record Keeping	No increase over 2019 anticipated
Summer Social/PR/Gifts/Donations	Summer Social deemed worthwhile by Board as well as small expenditures for recognition gifts and local charity donations
Building & Equipment Maintenance	Historically maintenance has been at close to \$4000 or higher since 2015 so adjusted to make it more realistic
Carpet Replacement	Upper walkway and stairway carpet will need to be replaced in 2021. Current estimate using carpet now in lower alcoves is \$12,500
Carpet Cleaning	Upper & lower carpet will require cleaning in 2020
Window & Building Cleaning	Some water side building cleaning as well as all windows require doing each year so budgeted at 2018 amount
Common Area Hydro	No increase over 2019 anticipated
Water & Sewer	Approved TCU rate increases cover 5 years with sewer being 35% of water rate so able to calculate cost from approved table
Trash Removal	Budget increased in 2019 to allow for more scheduled garbage removal - serviced by Fox's Disposal
Insurance - Property & Liability	Market wide increase in 2019 with another market wide increase of approximately 10% anticipated for 2020 - both are due to high worldwide claims
Insurance - Directors/Officers	Market wide increase in 2019 with another market wide increase of approximately 10% anticipated for 2020 - both are due to high worldwide claims
Fire Suppression	Service offered by Port McNeill Fire Department in 2018 rescinded in 2019 so no longer a budget item
Property Taxes	Effective 2016 property tax includes an assessment for TC Road Maintenance amortized over 10 years (bylaw 877 approved in Feb 2015) 2018 property assessment increased
Foreshore Lease	D29OC pays 10% of total TCH foreshore lease
SUB TOTAL	Total of budgeted expenses payable to others
Misc. & Allow for Cost Increases @ 5% of budget	Provides some cushion for unforeseen expenses and cost increases
Capital Replacement Reserves @ 10% of budget	Increased from 5% to 10% in 2013
TOTAL ANNUAL BUDGET	Total including cost increase allowance & capital replacement reserve funding
Surplus/Deficit from Previous Year	Reduction for any surplus from previous year or increase for any deficit - 2020 budget reflects adjustment for 2018 actual results
Maintenance Fees to be Charged for Year	Total projected required funds
Annual Maintenance Fee for "Standard" Unit *	As explained in footnote on Page 1 (rounded)
Monthly Maintenance Fee for "Standard Unit"	See entitlement schedule for all units

Budget prepared by Lorna Schindle for D29OC Board review, July, 2019

**Dockside 29 Owners Corporation
2020 Maintenance Fee & Entitlement Schedule**

Budget: 108,733.00

Unit No.	Approx. Sq. Feet	Ent'mnt	Maintenance Fee *** Monthly	Maintenance Fee Annually	Fee Bi Annually	Unit No.	Approx. Sq. Feet	Ent'mnt	Maintenance Fee *** Monthly	Maintenance Fee Annually	Fee Bi Annually	
1	516	0.041	371.50	4,458.00	2,229.00	15	542	0.048	435.00	5,219.00	2,609.50	
2	405	0.031	281.00	3,371.00	1,685.50	16	405	0.031	281.00	3,371.00	1,685.50	
3	405	0.031	281.00	3,371.00	1,685.50	17	405	0.031	281.00	3,371.00	1,685.50	
4	405	0.031	281.00	3,371.00	1,685.50	18	405	0.031	281.00	3,371.00	1,685.50	
5	405	0.031	281.00	3,371.00	1,685.50	19	405	0.031	281.00	3,371.00	1,685.50	
6	405	0.031	281.00	3,371.00	1,685.50	20	405	0.031	281.00	3,371.00	1,685.50	
7	405	0.031	281.00	3,371.00	1,685.50	21	405	0.031	281.00	3,371.00	1,685.50	
8	405	0.031	281.00	3,371.00	1,685.50	22	405	0.031	281.00	3,371.00	1,685.50	
9	405	0.031	281.00	3,371.00	1,685.50	23	405	0.031	281.00	3,371.00	1,685.50	
10	405	0.031	281.00	3,371.00	1,685.50	24	405	0.031	281.00	3,371.00	1,685.50	
11	405	0.031	281.00	3,371.00	1,685.50	25	405	0.031	281.00	3,371.00	1,685.50	
12	653	0.052	471.00	5,654.00	2,827.00	26	653	0.052	471.00	5,654.00	2,827.00	
13	533	0.046	417.00	5,002.00	2,501.00	27	533	0.046	417.00	5,002.00	2,501.00	
14	405	0.034	308.00	3,697.00	1,848.50	28	405	0.034	308.00	3,697.00	1,848.50	
6157				52,521.00	26,260.50	29	286	0.027	245.00	2,936.00	1,468.00	
A	48	(storage)				6469				56,218.00	28,109.00	
B	94	(electrical & mechanical)								52,521.00	26,260.50	
C	182	(storage & plumbing)								108,739.00	54,369.50	
D	18	(storage)										
342												
TOTALS:								1.0000	TOTAL	108,739.00		

\$6 off to rounding

* Unit 15 has a loft that adds over 100 sq. ft. to the 542 shown.

* Units 15 and 29 both have extra useable space in the stairway, accessed from the inside of each unit.

Units 14 and 28 have higher entitlement due to added value of view

** Total floor area excludes electrical & storage spaces designated A, B, C and D above (total 342 sq. ft.).

*** Monthly maintenance fees = entitlement percentage times the annual Dockside 29 budget divided by 12 months.

Maintenance fees are payable twice each year, on or before June 1 and December 1.

Budget includes real property taxes, property and liability insurance, general and administrative costs, bookkeeping and accounting, legal, cleaning common areas, garbage collection, common hydro, water & sewer, maintenance, foreshore lease rent and capital replacement reserves. Please refer to budget for Dockside 29 Owners Corporation.

NOTE: Budgeted costs and maintenance fees are expected to increase over time.

Prepared by Lorna Schindle, July, 2019

DOCKSIDE 29 OWNERS CORPORATION
 January 1 to July 31, 2019 ACCOUNT HISTORY (CIBC Accounts in Canadian Dollars)

OPERATING ACCOUNT CIBC 28-23810

BEGINNING BALANCE, 01/01/2019 61,594.45

Revenue

Maintenance Fees 1st Half 2019 3,042.00
 Maintenance Fees 2nd Half of 2019 49,059.00

Total Revenue for period 52,101.00

113,695.45

Expenses

To CRRF - Year 2017 Allocation as Budgeted
 Property Management -14,175.00
 Office Expenses and Bank Fees -464.20
 Accounting, G.Agar -1,330.61
 Summer Social/PR/Gifts
 Building & Equipment Maintenance -816.95
 Carpet Replacement -6,554.14
 Common Area Clean + Window Wash
 Common Area Clean - Carpet -472.50
 Common Area Hydro -192.96
 Foreshore Sub Lease -718.70
 Insurance - Commercial Pkg/Directors Liability -19,303.00
 Legal - Corporate Record Keeping
 Property Taxes -17,994.97
 TCU - Water & Sewer -10,282.60
 Trash Removal -753.46

Subtotal -73,059.09

Substructure Repairs - carried over from 2018 -4,021.63

Total Expenses for period -77,080.72

ENDING BALANCE July 31, 2019 36,614.73

CAPITAL REPLACEMENT RESERVE FUND (CRRF)

CRRF ACCOUNT CIBC 28-23918

BEGINNING BALANCE 01/01/2019 30,943.42

Deposits:

Interest 132.23
 CRRF

Withdrawals:

Bank Fees -19.00

ENDING BALANCE July 31, 2019 31,056.65

Dockside 29 Owners Corporation
 Bank Reconciliations
 CIBC Current Account 28-23810
 July 31, 2019

Bank Balance Dec 31, 2018	61,594.45	
Plus:		
Deposits	52,101.00	
Journal Entries		
		113,695.45
Less:		
Cheques	-54,497.27	
IB Transfers	-18,258.82	
Journal Entries	-4,324.63	
		-77,080.72
Balance - July 31, 2019		\$36,614.73
Balance per Bank Stmt July 31, 2019	36,743.70	
Plus:		
Outstanding Deposits		
		36,743.70
Less:		
Outstanding Cheques	-128.97	
		-128.97
Balance - July 31, 2019		\$36,614.73
OS Deposits		
OS Cheques	63	128.97
		128.97