



MOORAGE AGREEMENT  
Marble Bay

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**BETWEEN:**

Van Isle Waterfront Dev. Corp.,  
1669 Cedar Ave. Victoria, B.C.

(hereinafter called "THE DEVELOPER")

Of the first part

**AND:**

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called "THE RIGHTS PURCHASER")

Of the second part

THE OWNERS, STRATA PLAN NO. VIS5772  
c/o 201-19 Dallas Road, Victoria, B.C.

(hereinafter called the "STRATA CORP")

Of the third part

**WHEREAS:**

- A. The Developer has constructed Wharf sections and Fingers in accordance with the agreement entered into between the Developer and Strata Corporation VIS4663.
- B. The Developer under the agreement may assign moorage rights to the 20 additional spaces the Developer has constructed in a form acceptable to the Developer to lot purchasers of lots created by the Developer up to a maximum of 65 bare land strata lots (with each boat slip assigned to a single lot purchaser at a time - this prohibits *sharing of rights* )

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of premises, covenants and payments set out herein The Developer and The Rights Purchaser agree as follows:

1. For consideration hereby received by the Developer the Lot owner of Strata Lot # \_\_\_\_\_ in Strata Corporation VIS5772 is hereby granted moorage rights to wharf space # \_\_\_\_\_.
2. The assignment of the Moorage Rights by the Developer to the Rights Purchaser for the use of a Moorage Space will be subject to the following conditions:
  - a. The Rights Purchaser is or will become a registered owner of a Strata Lot created by the Developer up to a maximum of 65 bare land strata lots.
  - b. The Rights Purchaser may be obligated to enter into a Moorage Agreement with the Strata Corp. VIS4663 governing his or her use of the moorage and any other matters associated with the same.
  - c. The Rights Purchaser will at all times abide by the terms of this Moorage Agreement and any rules or regulations established by the Wharf Committee (WC) made up by representatives from Strata Corporation VIS 4663, representatives from Strata Corporation VIS 5772 & the Developer or it's appointed agent from time to time. The current rules as they relate to the use of the beachfront and wharf area are set out in Addendum (A).
  - d. The Rights Purchaser may not alter, move the finger or make any constructed changes to the wharf finger or floats without the written consent of the WC.
  - e. The Rights Purchaser may not move to another unassigned space within the 20 spaces without the written consent of the WC.
  - f. All of the (20) moorage spaces will be initially assigned by the Developer or the Developers appointed agent.
  - g. The Rights Purchaser may (one time only) assign his or her Moorage Rights to a purchaser of his or her Strata Lot. The Moorage Rights are not further assignable upon a subsequent lot sale and the Moorage Rights revert to Strata Corporation VIS5772. The re-assignment of moorage spaces (originally assigned by the Developer) may be assigned by Strata Corp. VIS5772.
  - h. The Rights Purchaser acknowledges that the Moorage Rights purchased from the Developer are acquired pursuant to an agreement between the Bayview Village Strata Corporation VIS4663 and the Developer. While the Developer has constructed the Wharves and Fingers, the Developer has not yet entered into any formal Lease or License with the Foreshore owner for the right to use the Foreshore and or lake bottom and the Rights Purchaser acknowledges that it is the responsibility of the Bayview Village Strata Corporation VIS4663 not the Developer to obtain any formal approval of the lease or license if required for the use of the foreshore for the same.
  - i. The Rights Purchaser acknowledges that the Developer shall not be responsible or liable for any loss, injury or damage incurred by the Rights Purchaser directly or indirectly in connection with his or her use of the Wharf or Fingers pursuant to the Moorage Rights granted herein. It is also agreed by the Rights Purchaser that the Developer will not be liable for any moneys spent by the Rights Purchaser for the moorage rights in the event a foreshore lease with the owner of the lake bottom is required but not entered into by the Bayview Village Strata VIS4663 or if the wharf in whole or in part has to be removed for any reason.
  - j. In addition to liability insurance placed on the wharves and fingers by Strata 5772 and/or the Developer and its agent, the Rights Purchaser is required to extend liability insurance to their respective wharf space.
  - k. Notwithstanding anything herein contained, the transfer of all or any part of the ownership of the Rights Purchaser's Strata Lot to the Rights Purchaser's spouse or immediate family either by gift, sale, or inheritance shall not constitute a sale of the Strata Lot.

- l. The price of reassigned moorage rights will be mutually agreed to by the Developer or its agent and the Strata 5772 Council.
- m. Each and every reassignment of a moorage space by Strata Corp. VIS5772 is deemed to be as if it were a first time assignment whereas the Rights Purchaser may (one time only) assign his or her Moorage Rights to a purchaser of his or her Strata Lot. The Moorage Rights are not further assignable upon a subsequent lot sale and the Moorage Rights revert to Strata Corporation VIS5772 for the same to continue.
- n. The Rights Purchaser agrees to comply with the rules attached to this agreement as Addendum (A) when using the wharf and beachfront easement area with the understanding that these rules are subject to change by the WC and are for the mutual benefit of all lot owners in Strata Corporation VIS4663 or VIS5772.
- o. This agreement is binding upon the parties hereto and their respective executors, administrators, successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day, month and year noted:

WITNESS:

Van Isle Waterfront Dev. Corp.  
Per:

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

WITNESS:

The Rights Purchaser

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

WITNESS:

The Owners, Strata Plan VIS5772  
Per:

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

## Addendum (A)

### REGULATIONS FOR BEACH AND WHARF AREA

1. An owner, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
2. No pets shall be allowed on the common property of the strata corporation south of Marble Bay Road or the docks or wharves between May 15th and September 15th in each year except for the purpose of transiting to or from a boat. At any other time of the year, pets shall be permitted on or in said areas provided the area is not in use by other owners.
3. An owner, occupant or visitor must not: park a motor vehicle upon common property unless specifically authorized to do so by the rules of the strata corporation except for the following:
  - (i) Disabled persons displaying the appropriate certificate on their motor vehicle are permitted to park in one of the two parking stalls designated for their use near the beach area and immediately adjacent to Marble Bay Road;
  - (ii) Any owner may park, for a period not exceeding 15 minutes; in either of the parking stalls designated for the use of all owners near the beach area and immediately adjacent to Marble Bay Road provided the purpose of the parking is for loading or unloading boating equipment.
4. Must not moor any boat to a wharf or float belonging to the strata corporation unless the boat is owned by a strata lot owner, a member of the strata lot owner's immediate family or an invited guest of an owner nor permit any boat to be launched from the common property having a motor in excess of 10 hp.
5. Must not keep more than one boat on or about the common property.
6. Must not permit a child or children to utilize the swimming areas unless supervised by a responsible adult.
7. Must not moor a boat to a wharf or float belonging to the strata corporation exceeding 17 feet in length and 7 feet in width without first obtaining the written approval of the strata council of the strata corporation.
8. No smoking on a wharf, float or any vessel attached to a wharf or float.
9. Do not ride a bicycle, roller blade or skateboard, et cetera or permit any visitor to do the same on or about the wharves, floats or beach area.
10. Use of the moorage space, wharves, floats and docks by strata lot owners and their guests do so at their own risk and the strata corporation shall not be responsible for any damage or injury sustained by such persons.
11. The strata corporation shall not be liable for any loss or damage to any vessel or to any or its contents.
12. Alterations to design or floatation of the finger must be approved in writing by the strata corporation.
13. The safe moorage of vessels is the responsibility of the owner and he/she shall furnish safe line and chaffing gear.
14. All vessels approaching, using or leaving the wharves shall do so in a cautious and seamanlike manner so as not to damage other craft or strata corporation property and the speed shall not exceed 5 mph.
15. No reflective type heater, flame type, or oil burner shall be operated unless the owner or someone designated by him/her is in attendance.
16. The owner may carry out minor repairs to his/her vessel while the same is moored but no litter shall be thrown overboard or left on the wharves and floats.
17. The owner or invited guests shall conduct themselves a manner not detrimental neither to the safety of others nor to the quiet enjoyment of other strata lot owners.