

The Cottages on Osoyoos Lake

RULES OF CONDUCT FOR USE OF WHARF – Published Jan 15, 2015

“Boat Moorage Sub-License Agreements” means the Boat Moorage Sub-License Agreements between the Licensors, the various Boat Moorage Owners and the Homeowners Corporation.

“Boat Moorage Owners” means those Osoyoos Cottages Owners who have acquired licenses to use Slips on the Wharf from time to time.

“Homeowners Corporation” means Stelkia Homeowners Corporation.

“Licensor” means Osoyoos Cottages Limited Partnership, being the developer of the Osoyoos Cottages Development

“Osoyoos Cottages Development” means the multi-unit residential real estate project known as “The Cottages on Osoyoos Lake” located immediately adjacent to Osoyoos Lake where the Wharf was constructed.

“Osoyoos Cottages Owners” means all owners (i.e. subtenants) of homes and lots within the Osoyoos Cottages Development from time to time.

“Slip” means that space on the Wharf licensed moorage basin assigned for berthing a vessel.

“Vessel” means any recreational vessel which is owned and/or operated by any Boat Moorage Owner and complies with Transport Canada’s Small Vessel Regulations in force from time to time.

“Wharf” means the boat moorage wharf constructed by the Licensor on the foreshore area licensed to the Licensor by the Province of British Columbia as part of Osoyoos Cottages Development.

1) Wharf Use, Risk and Liability

- a) Use of the Wharf is for the exclusive use of Osoyoos Cottages Owners, and their family, guests and invitees only. Only Boat Moorage Owners are entitled to use of Slips for moorage of their Vessels provided they are in compliance with the terms of their Boat Moorage Sub-License Agreement and have paid all fees in connection therewith.
- b) Osoyoos Cottages Owners and their guests shall use the Wharf at their own risk and they shall be liable for any loss, damage, or destruction caused to the Wharf, a Vessel or any other person resulting from their use of the Wharf. Liability of Boat Moorage Owners with respect to use and operation of Vessels is governed by the Boat Moorage Sub-License Agreements.
- c) Osoyoos Cottages Owners shall indemnify, save harmless and defend the Licensor and the Homeowners Corporation from all claims, costs, demands, damages, liabilities, actions and causes of action of every kind whatsoever for all loss, injury or damage to persons or property, or theft of property, however caused, that such owners, their family, guests, and invitees may suffer.

2) General

- a) Osoyoos Cottages Owners and their family, guests and invitees must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of others. The Licensor and/or the Homeowner Corporation, at their discretion, may revoke Wharf use privileges for inappropriate behavior.
- b) While on the Wharf, dogs must be kept on a leash in the hands of a competent person at all times; all excrement must be immediately cleaned up and removed from the Wharf and surrounding areas.
- c) Roller-blades, skateboards, scooters, and bicycles shall not be ridden on the Wharf at any time.
- d) Outboard motors shall be kept in the “down” or vertical position when the Vessel is moored.
- e) Vessels moored on the Wharf shall not be used for permanent living quarters.
- f) Boat Moorage Owners will keep the volume of radios, etc. down so that it does not create a nuisance to Boat Moorage Owners or Osoyoos Cottages Owners.
- g) The use of through hull toilets is strictly prohibited, and all vessels that do not have a sewage holding tank and have through hull fittings will be required to seal such fittings while moored on the Wharf. The pumping or pouring of bilge water, petroleum products or sewage is strictly prohibited. No litter shall be thrown overboard or left on the Wharf. The discharge of waste from portable toilets anywhere on Osoyoos Lake is strictly prohibited.
- h) No boat repairs may be conducted while the Vessel is in a Slip or in the Wharf area.
- i) Prior approval of the Homeowner Corporation must be obtained before any materials, including, but not limited to cleats, may be attached to the Wharf or inside of a finger. The mounting and use of dock whips is specifically prohibited.
- j) No Vessel may be attached to a safety buoy at any time.
- k) No access of any type by people or vessels is permitted to the lakeshore except at the beach.

3) Standards and Safety

- a) The Homeowners Corporation reserves the right to set acceptable standards for all Vessels moored on the Wharf. Such standards will be determined by the Homeowners Corporation.
- b) Any Boat Moorage Owner whose Vessel does not meet such standards shall be notified in writing and given a maximum of 30 days to conform to the stated standards or remove such Vessel from the Wharf.
- c) Any Vessel which is in danger of sinking, or is an immediate hazard to other Vessels, the Wharf or other Homeowners Corporation property, must be removed from the Wharf forthwith by the Vessel owner; any and all related expenses, losses and/or damages shall be charged directly to the account of the Boat

Moorage Owner in whose Slip the Vessel is located, including but not limited to those related to the Homeowners Corporation's removal of the Vessel to storage, including all costs of storage.

- d) Vessels using the Wharf must be equipped in accordance with the Canadian Coast Guard "Small Vessel Regulations" The Homeowners Corporation may require a Boat Moorage Owner to permit an inspection of their Vessel in order to ensure compliance.
- e) All persons who operate a Vessel must carry proof of competency which means proof:
 - i) of having successfully completed boating safety course in Canada prior to April 1, 1999 or
 - ii) Having a Pleasure Craft Operators Card issued following the successful completion of an accredited test. The Homeowners Corporation may require the owner of any Vessel using the Wharf to provide such proof in order to ensure compliance.
- f) All Vessels underway within the Wharf area shall proceed under power and dead slow, in a cautious seamanlike manner, so as not to cause swell and not cause damage to other Vessels, the Wharf or to Homeowners Corporation property.
- g) Each Boat Moorage Owner shall be responsible for the safe mooring of their Vessel and shall supply and maintain safe docking lines. Overhanging of the Wharf by the Vessel's bow, bowsprit, anchor, swim grid or stern shall be prohibited under all circumstances. If insufficient or damaged lines are being used, the Boat Moorage Owner shall be informed and must comply immediately; otherwise, the Homeowners Corporation will re-tie the vessel and charge the costs of the docking lines to the Boat Moorage Owner.
- h) The storage of fuel, flammable liquids, oily rags, etc. is prohibited on the Wharf or on Vessels utilizing the Wharf.
- i) The pouring or transferring of flammable liquids or Vessel re-fuelling of any kind while connected to the Wharf or in the immediate vicinity of the Wharf is strictly prohibited.
- j) Reflective, flame or oil burning type heaters, shall not be used while connected to the Wharf unless the owner is in attendance at all times. The use of unprotected light bulbs is prohibited.
- k) Children under the age of 10 must be accompanied by an adult at all times while on the Wharf and must wear properly fitted lifejackets.
- l) Swimming from the Wharf is strictly at your own risk. Swimming from the Wharf is permitted only between first row of Slips and the shoreline, and must not interfere with the use of any Slip.
- m) No diving is permitted from the Wharf or Wharf access ramp at any time.
- n) No climbing on or over the railing of the Wharf access ramp.
- o) Fishing from the Wharf must comply with all applicable regulations and must not interfere with the use of the Wharf by any Boat Moorage Owner.

- p) No fishing equipment, coolers, personal floatation devices, lawn-chairs, rafts, floatation toys, etc may be left unattended on the Wharf at any time. Nothing may block the passage of Boat Moorage Owners to and from their Slip.
- q) No kayak, canoe, surfboard, paddle board, or any such like may be stored on the Wharf at any time.
- r) Boat Moorage Owners who own sailboats must store spinnaker and/or whisker poles on their sailboats at all times and not on the Wharf. Similarly, any boat equipment, cleaning materials and/or cleaning equipment, etc. must be stored in the Vessel and not on the Wharf.
- s) Members of the Homeowners Corporation staff shall periodically inspect vessels and slips to ensure compliance with the Moorage Regulations. Where an issue or a concern is noted the Homeowners Corporation shall contact the Boat Moorage Owner to advise that his/her Vessel or Slip is in need of attention. If the Boat Moorage Owner does not respond or the matter is not attended to within two weeks, the Boat Moorage Owner's access to the Wharf shall be denied. There may be occasions where member's Vessel may need to be boarded by the Homeowners Corporation staff (i.e. to ensure proper tie downs and electrical connections are observed, or to implement a forced move in a timely manner, etc.).
- t) The Homeowners Corporation assumes no liability whatsoever for moving any Vessel.

4) Commercial Activities

- a) The Wharf shall not be used by Vessels for hire for embarking or disembarking their patrons or for the loading or unloading of gear or provisions in connection therewith.
- b) The Wharf shall not be used by any Vessel used for fishing or other charters, or for hire.
- c) Boat dealers shall not conduct commercial boat sale activities within the Wharf area other than action as agents for Boat Moorage Owners selling their Vessels.
- d) No advertising shall be visible on any Vessel while moored on the Wharf with the exception that a discreet "for sale" sign on or within the vessel by a Boat Moorage Owner (or the member's agent) offering his/her Vessel for sale.

Note: These Rules of Conduct may be revised by the Homeowners Corporation from time to time.