

**SPINNAKER COVE ASSOCIATION, INC.**  
**COMMON ELEMENT**  
**SHORELINE USAGE AGREEMENT**  
**For Kayaks and Canoes**

This Common Element Shoreline Usage Agreement (hereafter, "Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereafter, "Owner"), and the Spinnaker Cove Association, Inc. ("Association").

W I T N E S S E T H:

WHEREAS, Owner desires to moor a kayak or canoe on Association Common Element shoreline property;

WHEREAS, the Association consents to the requested mooring pursuant to its Shoreline Usage Resolution and subject to the terms and conditions set forth in this Agreement below;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), Owner(s) and the Association agree as follows:

1. Unit Owner Member. Owner acknowledges that he/she is the Owner of Unit # \_\_\_ in the Spinnaker Cove Condominium, as well as owner of the craft described herein.

2. Good Standing. Owner acknowledges that he/she is a member in good standing of the Association, which is a requirement at all times for use of the Common Element shoreline property as contemplated by this Agreement. For the purposes of this Agreement, "good standing" shall mean that the Owner is a current owner of a Unit in the Condominium and is in compliance with the Association's Declaration, Bylaws, Rules and Regulations, including not being delinquent in any assessment obligation owed to the Association. At the discretion of the Association's Board of Directors ("Board"), this Agreement terminates upon a finding by the Board that the Owner is not in good standing.

3. Watercraft. This Agreement shall be applicable only to one watercraft only, owned exclusively by the undersigned Owner, set forth as follows:

A) Type/model: \_\_\_\_\_.

B) Length/beam (ft./in.): \_\_\_\_\_.

C) Color: \_\_\_\_\_.

D) Weight (lbs.): \_\_\_\_\_.

4. Type and location of mooring. The mooring of the watercraft shall be on the rack provided above the shoreline, as more specifically described in Exhibit "A" attached hereto and incorporated by reference herein.

5. Activity. The activity relating to the shoreline Common Elements as contemplated by this Agreement shall be, and limited to, the following:

A. Description: Storing on the designated racks, placing craft in and removing from the water, and "beaching" the craft at water's edge for not more than two hours

B. Between 6:00 A.M. and 9:00 P.M., daily.

C. Security: Owner shall purchase a locking cable/lock assembly from the Association so as to provide uniformity on the racks provided. A second key shall be retained by the Association in case of loss or to protect Association responsibilities.

Owner acknowledges that this Agreement is limited to the scope of activity that is logically and reasonably connected with watercraft mooring (for example: the Owner is not permitted to have watercraft parties while the watercraft is on, or moored to, the Common Elements)

6. Temporary suspension due to maintenance. Owner acknowledges that Owner's use of the mooring area, as described in Exhibit "A", may be reasonably and temporarily suspended by the Association during times that the Association has any maintenance, repair, replacement or improvement activities in the mooring area, or if such area is necessary for the Association to accomplish such activities to any part of the Condominium.

7. License and Permits. Owner has the obligation to acquire, and maintain as current during the operation of this Agreement, any and all required permits and licenses from federal, state and local governments and from the Brandermill Community Association and any other applicable local entity.

8. Compliance with Laws and Covenants. Owner shall fully comply with all federal, state and local laws pertaining to the ownership and operation of the watercraft and all covenants, bylaws and rules and regulations of the Association and Brandermill Community Association.

9. Property Damage and Indemnification. Owner acknowledges that the Association Common Element property between the Brandermill Community Association's paved path paralleling the Swift Creek Reservoir ("Reservoir") and the Reservoir shoreline is in its natural, unimproved state. Owner accordingly agrees to indemnify and hold the Association, its directors, officers and agents harmless for any injury, including death, or damage to person or

personal property incurred by Owner or Owner's family, guests, tenants or invitees in utilizing said property in the exercise of the permission granted herein. The Association shall have the right to charge the Owner for any damage to the Common Elements related to use of, or access to, the watercraft pursuant to this Agreement, including damage caused as a result of the watercraft becoming dislodged or unmoored and making contact with the shoreline.

10. Additional Conditions. The Association reserves the right to add additional conditions to the permission granted herein to accommodate potential future shoreline usage requests from other SCA members, such conditions not to unreasonably constrain Member's shoreline usage for the purposes agreed upon herein.

11. Duration and Termination of Agreement. The term of this Agreement shall be through December 31, 2014, and shall renew for one-year terms annually **unless the Association notifies Owner, in writing, by December 31 of the year in which the Agreement is active that it has been terminated.** The Agreement shall also be terminated in the event of any breach by Owner of this Agreement.

12. Insurance. The Owner agrees to reimburse the Association for any increase in the Association's insurance related to the intended use of the Common Elements pursuant to this Agreement.

13. Breach, Attorney's Fees and Costs. In the event either party to this Agreement is required to file a legal action due to a breach hereof, the costs of the action, including, but not limited to, reasonable attorneys' fees as determined by the Court, shall be paid to the prevailing party.

14. Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Chesterfield County. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement said action shall be filed in Chesterfield County, Virginia.

15. Severability. In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

16. Non-Assignability. This Agreement cannot be assigned by the Owner without the express written consent of the Association, and under no circumstances may such assignment be to an assignee who is not an Owner in residence.

IN WITNESS WHEREOF, this Common Element Shoreline Usage Agreement is executed the day and year first above written.

By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_

SPINNAKER COVE ASSOCIATION, INC.

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_