



Cultus Lake Park

BOATING AND FORESHORE BYLAW

Bylaw No. 1269, 2026

A Bylaw to regulate Boating and the Foreshore

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every Person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of the Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provision of this Bylaw, will be in breach of the Bylaw, and will be liable to the fees as outlined in Scheule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and all amendments.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Boating and Foreshore Bylaw No. 1269, 2026”.

2. INTERPRETATION

2.1 Words or phrases defined in *The Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Act**” means the *Cultus Lake Park Act* (British Columbia).

“**Anchor**” means to drop a heavy object, attached to a rope or chain, directly in the water.

“**Board**” means the elected Board for Cultus Lake Park.

“**Boat**” means any watercraft or vessel propelled on water by any means.

“Boat Launch” means a ramp, extending from the shoreline into the lake, that is used for the purpose of launching a Boat or removing a Boat from the water.

“Boat Lift” means a structure that is supported from the lakebed, designed to remove Boats from the water and provide storage above the water surface.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Control Buoy” means an anchored float used to post speed limits, restrictions, or other information.

“Cured Concrete” refers to the process of ensuring that all concrete receives sufficient moisture, appropriate temperature conditions, and adequate time to develop the intended properties necessary for its intended use.

“Dock” means a constructed platform or structure situated on the shoreline, projecting outward into the Foreshore.

“Float Plane” means an aircraft that is fitted with floats, enabling it to land on water.

“Foreshore” means the area under the Lease Agreement (No. 242654) from The Ministry of Water, Land and Resource Stewardship within Cultus Lake Park, along the lakeshore, and 100 meters or 328 feet into the lake from the High Water Mark (the existing foreshore lease) and the Licence of Occupation (No. 245052) additional 22.363 ha (the expanded foreshore licence) as outlined on the attached Schedule B – Map.

“Grassed Area” means the section of grassed land located between the Foreshore and lakeside residences and other such structures.

“High Water Mark” means the point that represents the maximum rise of a body of water over land.

“Houseboat” means a Boat that can be moored for use as a dwelling.

“Inflatable” means a plastic or rubber object that requires inflation prior to use, including, but not limited to party islands, and for the purpose of this bylaw will include all paddle board.

“Leaseholder” means a Person having a current and valid Residential Building Site Lease with Cultus Lake Park.

“Leased Lot” means real property, with or without improvements, situated within the Park and has a current and valid Residential Building Site Lease, that is used for residential purposes.

“Moor” means to leave a Boat, Personal Watercraft, Inflatable, Float Plane or any ancillary or related equipment Unattended, in the Foreshore, without being attached to a registered Mooring Buoy, Boat Lift, or Mooring Whips.

“Moorage” means a compliant Mooring Buoy, Boat Lift, or Mooring Whips that is registered with the Park.

“Mooring Buoy” means an anchored float used for mooring purposes.

“Mooring Whips” means an apparatus mounted to a Dock, used to secure a Boat.

“Natural Park Feature” means a tree, shrub, herb, flower, grass, turf or other plant and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other natural resources within the Park.

“Owner” means a Person in possession or operation of a motor vehicle, Boat, Personal Watercraft, Inflatable, or ancillary or related equipment.

“Park” means the area within the Cultus Lake Park boundaries and the Foreshore assigned to Cultus Lake Park by the Province of British Columbia.

“Park Staff” means any Person employed by Cultus Lake Park.

“Person” has the same meaning as in the *Interpretation Act* (British Columbia)

“Personal Watercraft” means a recreational vessel designed for the rider to sit or stand on, as opposed to being seated inside like traditional Boats. Personal Watercrafts are commonly identified by brand names such as Jet Ski, Wave Runner, or Sea-Doo.

“Resident” means a Person renting a residence within the Park as a permanent address from a Leaseholder.

“Sunnyside Seasonal Camper” means any Person the reservation information states the Sunnyside campsite is registered to on a seasonal basis.

“Swim Line” means a floating rope or boundary that separates designated safe swimming areas from deeper water or boat traffic.

“Swim Raft” means a flat platform, usually constructed from planks, logs, or barrels, designed to float on water and serve as a stable surface for swimmers.

“Unattended” means there is no Person physically within or on a Boat, Personal Watercraft, Inflatable, or ancillary or related equipment.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural, and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in anyway limiting, the scope or the intent of the provisions of this Bylaw.

3. GENERAL REQUIREMENTS

3.1 Every Person operating or in possession of a Mooring Buoy, Boat Lift, Mooring Whip, Boat, Personal Watercraft, Boat trailer or ancillary or related equipment within the Park will be subject to the rules and regulations as outline below.

3.2 Any contravention of the provisions set out in this Bylaw that results in the removal of a Buoy, Boat Lift, Mooring Whip, Boat, Personal Watercraft, Boat trailer or ancillary or related equipment will be at the Owner’s risk and expense, and the Park will not be held liable for any loss or damages resulting from such action.

4. REGULATIONS WITHIN THE FORESHORE

4.1 No Person will Moor within the Foreshore without being attached to a registered Mooring Buoy, Boat Lift, or Mooring Whips.

4.2 No Person will attach a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

to a Control Buoy.

4.3 No Person will attach a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

to any Natural Park Feature.

4.4 No Person will attach a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

to any Dock and leave Unattended.

4.5 Boats, Personal Watercrafts or any ancillary or related equipment attached to registered Boat Lifts, and Mooring Whips will be exempt from 4.4.

4.6 No Person will attach a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

to any bridge.

4.7 No Person will attach a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;

- (d) Float Plane; or
- (e) ancillary or related equipment

to any Swim Line.

4.8 No Person will operate a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Float Plane; or
- (d) ancillary or related equipment

within areas designated for swimming, including those reserved for dog swimming.

4.9 No Person will fuel a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Float Plane; or
- (d) ancillary or related equipment

from a public Dock between the hours of 11:00 am and 7:00 pm.

4.10 No Person will fuel a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Float Plane; or
- (d) ancillary or related equipment

from a public Boat Launch, or any area within the Foreshore, with the exception of 4.9.

4.11 No Person will operate a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

in a manner that generates noise which disrupts the peace, rest, enjoyment, or comfort of the neighbourhood or individuals in the surrounding area.

4.12 No Person will discharge any sewage, rubbish or petroleum waste from a:

- (a) Boat;
- (b) Personal Watercraft;

- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

within the Park.

4.13 No Person will operate a:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Float Plane; or
- (d) ancillary or related equipment

in excess of the posted speed limit, as indicated by Control Buoys, within the Foreshore.

4.14 No Person will use:

- (a) an Anchor; or
- (b) a registered Mooring Buoy,

to secure a Houseboat, within the Foreshore.

4.15 No Person will occupy a Boat overnight within the Foreshore.

4.16 No Person will leave any:

- (a) Boat;
- (b) Personal Watercraft;
- (c) Inflatable;
- (d) Float Plane; or
- (e) ancillary or related equipment

on Park property, including the Foreshore between the hours of 10:00 pm and 7:00 am.

4.17 Boats, Personal Watercrafts, Inflatables, Float Planes or any ancillary or related equipment attached to registered Mooring Buoys, Boat Lifts, and Mooring Whips or any organizations or Persons with written approval from the CAO, will be exempt from 4.16.

5. MOORAGE WITHIN THE FORESHORE

5.1 No Person will be eligible for a Mooring Buoy within the Foreshore unless they are a Leaseholder, Resident or Sunnyside Seasonal Camper.

5.2 No Leaseholder, Resident or Sunnyside Seasonal Camper will be permitted to register and maintain more than one (1) Mooring Buoy.

5.2.1 Leaseholder Mooring Buoys will be limited to one (1) per Leased Lot, regardless of the number of registered Leaseholders associated with the property.

- 5.3 Boat Lift requests must be submitted to the CAO, in writing, for approval or denial and only one (1) Boat Lift per residence is allowed, and its placement will be determined by the CAO.
- 5.4 Mooring Buoy stickers, supplied from the Park office, upon successful registration, must be affixed prior to July 1 of each year.
- 5.5 Mooring Buoys in the Foreshore must be Transport Canada compliant.

Leaseholders

- 5.6 A Leaseholder may register their Mooring Buoy to their Leased Lot.
- 5.7 This permits the transfer of the Mooring Buoy when the Residential Building Site Lease is assigned to a new Leaseholder, provided they do not currently have a Mooring Buoy registered with the Park.
- 5.8 If a Mooring Buoy is not transferred and the registered Leaseholder does not maintain a current and valid Residential Building Site Lease with Cultus Lake Park, is not a Resident or a Sunnyside Seasonal Camper, the Mooring Buoy must be removed and the location is forfeited. The location may then be allocated to a new registrant through the waitlist process.

Residents

- 5.9 A Resident who holds a registered Mooring Buoy is permitted to retain their Mooring Buoy for the duration of their status as a Resident.
- 5.10 If a Resident does not maintain their status as a Resident the Mooring Buoy must be removed and the location is forfeited. The location may then be allocated to a new registrant through the waitlist process.

Sunnyside Seasonal Campers

- 5.11 A Sunnyside Seasonal Camper who holds a registered Mooring Buoy is permitted to retain their Mooring Buoy for the duration of their status as a Sunnyside Seasonal Camper, regardless of any change in campsite location within the campground.
- 5.12 If a Sunnyside Seasonal Camper no longer registers at Sunnyside Campground, the Mooring Buoy must be removed and the location is forfeited. The location may then be allocated to a new registrant through the waitlist process.

Grandfathered Non-Resident Mooring Buoys

- 5.13 All previously grandfathered Non-Resident Mooring Buoys are non-transferable.
- 5.14 Should the registrant choose not to register, or miss the registration deadline, the Mooring Buoy must be removed and the location is forfeited. The location may then be allocated to a new registrant through the waitlist process.

General Regulations

- 5.15 No Person will install or relocate a:
 - (a) Mooring Buoy;
 - (b) Boat Anchor;

- (c) Boat Lift;
- (d) Mooring Whip;
- (e) Dock; or
- (f) any other mooring device

within the Foreshore without written permission from the CAO.

- 5.16** Placement of all Mooring Buoys is at the discretion of the CAO, and must fall within the following parameters:
- (a) Minimum distance from the High-Water Mark will be 25 m.
 - (b) To be exempt from 5.16 (a) a Person must have a valid, long-term SPARC Card and written permission from the CAO.
 - (c) There must be a minimum distance of 15 m from a Dock or another Mooring Buoy.
- 5.17** Mooring Buoy locations may be subject to relocation at the discretion of the CAO. Such relocations may be necessary for reasons including, but not limited to, proximity to another Mooring Buoy, interference with swim lines, obstruction of access to a Dock, or a Boat larger than 7.62 m that requires more than a 15 m distance from a Dock or another Mooring Buoy.
- 5.18** No Person will replace or install a new Swim Raft without written permission from the CAO.
- 5.19** No Person will attach any apparatus other than a Boat, Personal Watercraft, Inflatable, Float Plane, to a Mooring Buoy. Any other apparatus attached to a Mooring Buoy would require written permission from the CAO.
- 5.20** No Person will:
- (a) secure; or
 - (b) maintain
- more than one (1) apparatus on a Mooring Buoy at any given time.

6. MOORAGE REGISTRATION PROCEDURES AND REQUIREMENTS

- 6.1** All moorage within the Foreshore must be registered annually, with completed forms and payment of fees required by March 15.
- 6.2** Registration forms and payments submitted after March 15 but before April 15 will be subject to a late fee.
- 6.3** Payments and registrations will not be accepted after April 15. All Moorage that remains unregistered after this date will be removed from the Foreshore at the Owner's risk and expense, and the corresponding Moorage location will be forfeited.
- 6.4** If the registered Moorage holder intends to relinquish their Moorage, they must notify the Park and ensure that the Moorage is properly removed from the Foreshore.

- 6.5** Swim Rafts must be registered annually should the Owner want to retain ownership and assume liability for the Swim Raft. No annual fee will apply. If an Owner chooses to relinquish their Swim Raft, they are required to notify the Park and ensure it is properly removed from the Foreshore.
- 6.6** It is the responsibility of the Moorage Buoy Owner to ensure that any Boat, Personal Watercraft, Float Plane, or ancillary or related equipment attached is covered by sufficient liability insurance.
- 6.7** The Moorage Buoy Owner is responsible for ensuring that only Cured Concrete is used for Anchors. Anchors that do not meet this standard may be subject to removal.
- 6.8** The Moorage Buoy Owner is responsible for the integrity of their entire mooring system; Anchor, chain, and Mooring Buoy.
- 6.9** Park Staff will monitor the Foreshore for non-complying and/or non-registered Mooring Buoys.
- 6.10** If a Boat or Personal Watercraft becomes detached from a Mooring Buoy, if possible, Park Staff will make their best efforts to contact the registered Owner. The Park accepts no liability for Boat or Personal Watercraft rescue.

7. MOORING BUOY WAITLIST

- 7.1** Cultus Lake Park will manage and maintain a timestamped waitlist for potential Moorage Buoy locations.
- 7.2** No Person will be eligible for the Mooring Buoy waitlist unless they are a Leaseholder, Resident or Sunnyside Seasonal Camper.
- 7.3** The one time, non-refundable, waitlist fee must be paid prior to securing a place on the waitlist.
- 7.4** If a Mooring Buoy location becomes available, the Leaseholder, Resident or Sunnyside Seasonal Camper at the top of the waitlist will be notified. They will be contacted through the information provided to the Park office. It is the responsibility of the Leaseholder, Resident or Sunnyside Seasonal Camper to promptly update the Park office of any changes to their contact information.
- 7.5** The Leaseholder, Resident or Sunnyside Seasonal Camper will have five (5) business days to respond to the notification and confirm their acceptance of the Mooring Buoy location. Failure to respond within this stipulated timeframe they will forfeit their place on the waitlist.
 - 7.5.1** If the Leaseholder, Resident or Sunnyside Seasonal Camper does not accept the Moorage Buoy location, they will forfeit their place on the waitlist.
- 7.6** Once the Mooring Buoy location is accepted, the Leaseholder, Resident or Sunnyside Seasonal Camper must pay the applicable fees.
- 7.7** The Leaseholder, Resident or Sunnyside Seasonal Camper will coordinate with Park Staff to obtain their Mooring Buoy location, complete the registration forms and to ensure they install a complying mooring system.

8. BOAT TRAILER PARKING

- 8.1** Leaseholders and Residents may park their Boat Trailer within their Leased Lot boundaries.
- 8.2** Daily vehicle and Boat Trailer parking is available in Lot B (Main Beach) in the designated oversize parking stalls, for a fee.
- 8.3** Limited outdoor Boat Trailer parking for Leaseholders and Residents is available at the Public Works Yard, for a fee.

9. FEES AND FINES

- 9.1** All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.
- 9.2** The amounts of all fees listed in Schedule A of this Bylaw are determined and set from time to time as follows:
 - (a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of the *Act* to determine and publish, on an annual basis, the amount of each fee;
 - (b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in The Park office stating the amount of each fee, and such Fee Notice will remain published in The Park office until such fee amounts are no longer in effect;
 - (c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;
 - (d) in determining any fee amounts pursuant to this Section 9.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:
 - i. all costs to the Board of enforcing this Bylaw;
 - ii. all costs to the Board in managing and maintaining Cultus Lake Park, including administration, infrastructure, Foreshore, and reserve fund;
 - iii. the most recently passed budget of the Board;
 - iv. the financial circumstances of the Board;
 - v. the best interests of the Board; and
 - vi. the mandate of the Board;
 - (e) the amount for each type of fee determined pursuant to Section 9.2 will not increase more than 20% year-over-year;
 - (f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to The Park office, but in the event of a conflict or inconsistency between the Fee Notice published in The Park office and any other notice, the Fee Notice published in The Park office will prevail and govern; and

(g) if no Fee Notice is published by the Chief Financial Officer by the deadline set out in Section 9.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

9.3 Each occurrence or day that a contravention of a provision of this Bylaw exists or is permitted to exist will constitute a separate offence.

9.4 All outstanding fees and/or fines must be paid in full before an Event application will be processed.

10. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed, and the severance will not affect the validity of the remainder.

11. REPEAL

The Cultus Lake Park Boating and Foreshore Bylaw No. 1179, 2020 and all amendments are repealed upon adoption of this Bylaw.

12. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this 18TH day of FEBRUARY, 2026

READ A SECOND TIME this 18TH day of FEBRUARY, 2026

READ A THIRD TIME this 18TH day of FEBRUARY, 2026

ADOPTED this 25TH day of MARCH, 2026



Kirk Dzaman, Chair
Cultus Lake Park Board



Joe Lamb
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Boating and Foreshore Bylaw No. 1269, 2026.

A handwritten signature in blue ink, appearing to be 'J. H.', is written above a horizontal line.

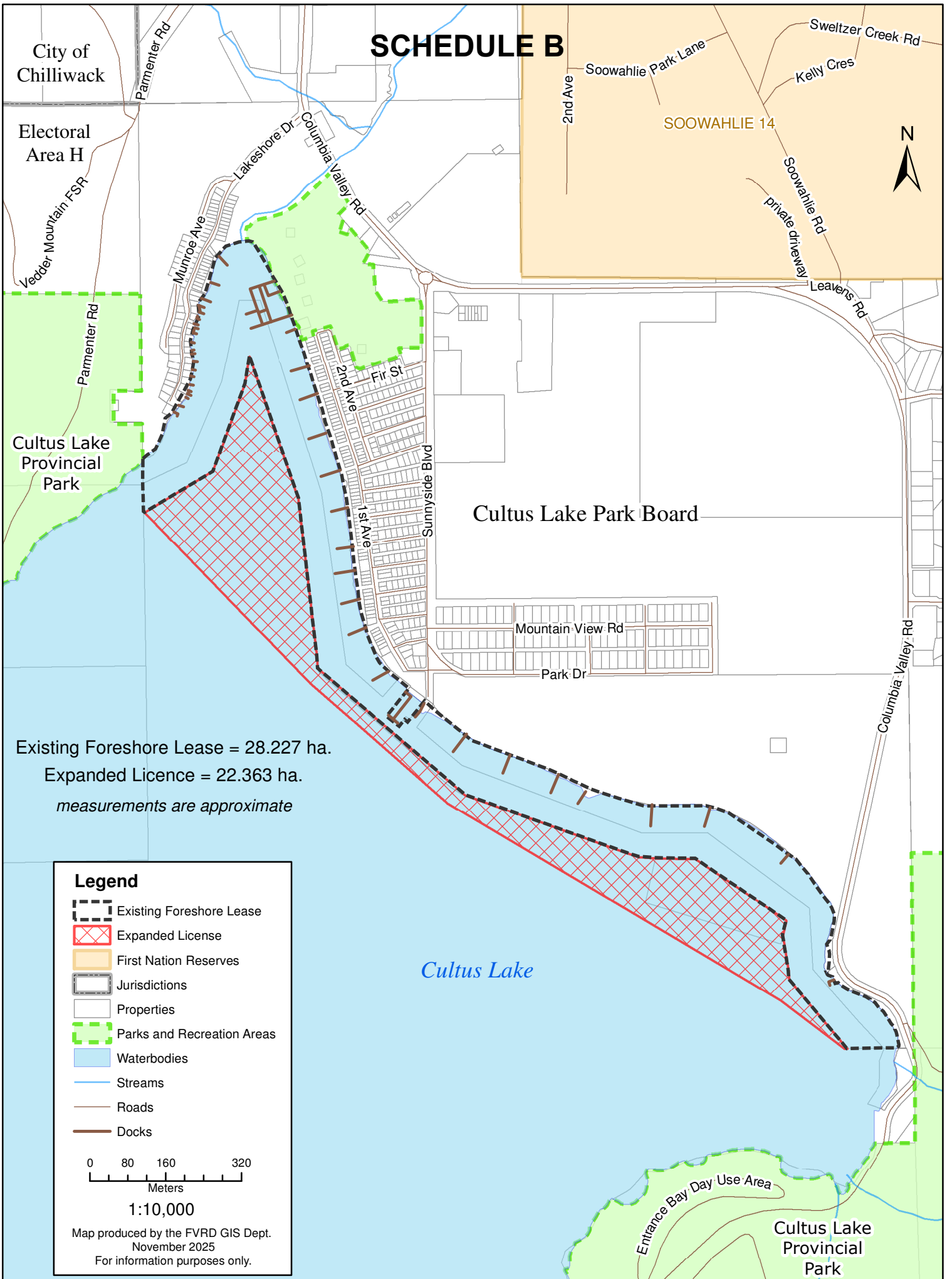
Chief Administrative Officer

SCHEDULE A: FEES

All Boating and Foreshore fees are set out in Table 1 below. The amount of each type of fee will be determined from time to time in accordance with Section 9.2 of this Bylaw.

TABLE 1 of SCHEDULE A		
No.	Fee Type	Fee Sub-types
1.	Annual moorage registration fee	Not applicable
2.	Annual moorage registration late fee – March 16 – April 15	Not applicable
3.	Moorage approval fee	Not applicable
4.	Moorage transfer fee	Not applicable
5.	Waitlist Fee	Not applicable
6.	Daily outdoor boat trailer parking at Public Works Yard (Leaseholders and Residents only)	Not applicable
7.	Anchor removal fee	Not applicable
8.	Additional Services/Request fee	Not applicable

SCHEDULE B



Existing Foreshore Lease = 28.227 ha.
 Expanded Licence = 22.363 ha.
measurements are approximate

Legend

- Existing Foreshore Lease
- Expanded License
- First Nation Reserves
- Jurisdictions
- Properties
- Parks and Recreation Areas
- Waterbodies
- Streams
- Roads
- Docks

0 80 160 320
 Meters

1:10,000

Map produced by the FVRD GIS Dept.
 November 2025
 For information purposes only.