

# POINTE DU CHENE YACHT CLUB LTD.

## RULES AND REGULATIONS

(Adopted by Board of Directors, Meeting of June 11, 2013)

### **1. Preface**

The Rules and Regulations detailed hereafter are published in the interest of safe boating and in an effort to have an informed Membership. Regulations are promulgated for the benefit of all.

The key to a successful Yacht Club is the mutual respect one Club Member has for the rights of another.

### **2. Definitions & Jurisdiction**

In these rules,

*Yacht Club* means Pointe du Chene Yacht Club Ltd.

*Marina* means the boat basin of Pointe du Chene Yacht Club Ltd.

*Member* includes a Shareholder of Pointe du Chene Yacht Club Ltd.

*Board of Directors* means the Board of Directors of Pointe du Chene Yacht Club Ltd.

*Manager* means the Manager of Pointe du Chene Yacht Club Ltd.

*Renter* includes a boat owner who occupies a berth pursuant to a signed dockage agreement with Pointe du Chene Yacht Club Ltd.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Yacht Club and shall be berthed only when ordered and maneuvered as directed. Boats entering the Marina under emergency shall be reported immediately by their owners to the Yacht Club.

### **3. Fees & Dues**

The fees for berth spaces and Membership dues will be set up by the Board of Directors and approved by the Members at the annual meeting. Rates will be published annually.

### **4. Credit Policy**

Membership and all other fees are due on May 1<sup>st</sup> of each year. Members' accounts are due and payable in full upon receipt of the monthly statement. Accounts not paid in full after 30 days from the date when the statement of account is rendered will be subjected to an interest charge of 1.5% per month (19.5% per annum), or such other rate as the Board of Directors may determine.

Any Member who has an account which is in the "over 60 and under 90 day" category shall receive written notice regarding the status of the account requesting that the Member settle the account within 10 days. NO credit shall be extended to any Member who is in the "over 90 day" category. Where a Member is in the "over 90 day" category and has been given a written notice and has failed to comply, the Member may be expelled from the Yacht Club for non-payment of the account. If the Board of Directors determines that expulsion is appropriate, the Member shall be so advised and the Board of Directors may sell the Member's share in the Yacht Club.

The Board of Directors may enter into special repayment arrangements with any Member of the Yacht Club if it is satisfied (after considering all the facts of the case) that such an arrangement is in the best interest of the Yacht Club. Special arrangements shall be made only in exceptional circumstances, and only after a written request by the Member setting out the reasons why special arrangements are appropriate.

## **5. Retention of Berth upon Sale of Boat**

A Member who ceases to be a boat owner may retain a berth provided he remains a Member in good standing with fees and dues paid up. While the berth remains vacant, the Yacht Club may sublease the berth.

## **6. Assignment of Berths in the Marina**

The Manager, on behalf of the Board of Directors will have complete authority over the placing of boats in the Marina.

A Member will be permitted only one berth. A Member, owning a second boat may purchase daily rental space but only after it has been established that all other boaters on the daily rental waiting list have been given an opportunity to occupy such space.

The Manager may request on certain occasions that boats be moved or rafted.

## **7. Berth Rentals**

The Manager has the exclusive right to rent vacant berths on a daily, weekly, monthly basis or for the season depending on availability in accordance to the fee schedule set by the Board of Directors.

Members who will not be occupying their berth for one (1) day or more must notify the Manager of the specific dates of absence.

The private subleasing of berths is **strictly prohibited**.

Berth rentals are charged on a daily basis and are payable **in advance**, unless otherwise agreed upon with the Manager (i.e. seasonal).

On the last day of a daily rental, boats must vacate assigned berth by 1400 hrs. Boaters who have outstanding daily rental charges will not be permitted further berth rentals.

The daily rental waiting list shall be followed in offering daily rental space. Boaters are responsible for ensuring that they can be contacted promptly.

A boater who has a special need to rent a berth temporarily or to use the visitor's dock for more than four (4) hours should make specific application to the Manager, giving details. If the visitor's dock is used by a non-Member for a period in excess of four (4) hours that boater will be charged the regular daily berth rental fee.

A fee, to be established by the Board of Directors, may be levied when a boat has to be moved from a berth for safety reasons or for any infraction of Rules & Regulations.

## **8. Liability Insurance**

All boaters are required to carry adequate liability insurance, with a minimum coverage to be determined from time to time by the Board of Directors.

## **9. Safety**

All boats shall be secured with dock lines of adequate size and type, and have adequate fenders to prevent damage to boats and docks. All lines and fenders required to secure and protect a Lessee's or Tenant's boat shall be supplied by the former.

All boats shall be secured in their berths in a manner acceptable to the Manager. Otherwise the Manager may adequately secure the boat. If new mooring lines are required, they may be supplied by the Yacht Club at the owner's expense.

No lines, including electrical cords, shall be placed across the docks or finger piers so as to impede the walkways.

A speed of 4 knots shall be observed in the channel and within the Marina system. The only exception to this may be a slight increase in speed to maintain control due to adverse wind or wave conditions. Operators are responsible to avoid wakes that may disturb or damage other boats or docks. This is a common courtesy required of all boat owners.

No boat shall be secured so that its' bowsprit/bow-pulpit or any other part overhangs or otherwise obstructs the walkways.

No tender or other obstruction is to be left on any part of the docks.

When entering or leaving the Marina, boats must not be under sail. Boats already in the channel shall have the Right-Of-Way. Boats entering or leaving the Marina must carry government approved sound devices and make appropriate sound signals as specified by the Collision Regulations, as well as exercising caution to avoid collision with other boats; this is a critical requirement given that oncoming boats may not be visible, given the height of the breakwaters. Operators are responsible to exercise all due caution to avoid risk of collision in the channel and entrance.

Approved marine barbecues are permitted in/on a boat. Use of an open flame, including charcoal barbecues or fires, is not permitted on the docks or finger pier system within the confines of the Marina.

Running on docks, swimming, diving or fishing shall not be permitted within the Marina.

Young children should be supervised by adults at all times. Children 12 years of age and under **must** wear life jackets or certified PFD's at all times while on or near the docks. Anyone 16 years of age or younger must have parental supervision before being permitted access to any boat.

Anyone operating a boat in the Marina must have a valid Pleasure Craft Operator's License or a marine certificate of competence in accordance with current federal regulations.

## **10. Maximum Size and Weight of Boats**

### **10.01 Definitions**

In this rule,

- (1) *Length overall* means the length overall from stem to stern of a boat and shall include a bow pulpit, bowsprit, davit or any other object at the bow or stern of a boat;
- (2) *Beam* means the width of a boat at its widest point;
- (3) *Gross weight* means the displacement weight of a boat;

- (4) Notwithstanding paragraphs (1), (2) and (3), the Board of Directors shall retain discretion to determine the length overall, the beam, and gross weight of a boat and such determination shall be final.

#### **10.02 Maximum Length Overall, Beam and Weight of a Boat**

- (1) No boat shall occupy a berth in the Marina which exceeds one or more of the following measurements:
  - (a) Length overall of 40 feet,
  - (b) Beam of 15 feet, or
  - (c) Gross weight of 30,000 pounds.
- (2) No boat which occupies a 20-foot berth shall have a length overall greater than 30 feet.
- (3) No boat which occupies a 25-foot berth shall have a length overall greater than 35 feet.
- (4) No boat which occupies a 35-foot berth shall have a length overall greater than 40 feet.

#### **10.03 Boats Exceeding Maximum Size**

- (1) A boat owner who is a Member and Shareholder whose boat exceeds any of the measurements set out in Rule 10.02 shall be notified of the contravention of the Rule by the Board of Directors by letter sent by ordinary mail to the address contained in the records of the Marina and the Member shall have 60 days from the date of the letter to remove the boat from the Marina.
- (2) A boat owner who is subject to a dockage agreement and who fails to remove his/her boat from the Marina within the 60-day period set out in paragraph (1) above, the dockage agreement shall be terminated immediately upon the expiry of the said 60-day period and that person shall thereafter be deemed a trespasser on the premises of the Yacht Club.
- (3) In the case of a boat owner who is a Member and Shareholder who fails to remove his/her boat within the 60-day period set out in paragraph (1) above:
  - (a) the Board of Directors shall instruct the Secretary of the Board to cancel the share of that person in the Minute book of the Yacht Club;
  - (b) upon cancellation of the share, the Secretary shall notify the person of the cancellation of their share by letter sent by ordinary mail to the address contained in the records of the Yacht Club;

- (c) as of the date of the letter referred to in clause (b) above, the person shall be charged a daily rate for dockage, as set out in the Fees and Dues Schedule then in effect, and the person shall be advised in the letter of the daily rate to be charged and the date from which the rate is being charged to him/her;
- (d) upon permanent removal of the boat from the Marina, the Yacht Club shall issue a cheque to the person whose share has been cancelled pursuant to this Rule for the then current value of the share less any amount due for daily rental, charged in accordance with clause (c) above, any annual fees and dues, or other amounts owing to the Yacht Club.

## **11. Marina Maintenance**

The Yacht Club is responsible for the maintenance of all Yacht Club docks and finger piers.

No Member shall be permitted to alter his finger pier by the addition of equipment (permanent fenders, cleats, and stakes to hold lines, etc.) without the consent of the Manager.

Docks and finger piers are not to be used as a maintenance area or a painting table without the use of protective plastic on the docks and finger piers.

Grinding and cutting of metal is strictly prohibited on the docks and finger piers.

## **12. Yacht Club Electrical and Water System**

Electrical power is available via marine grade 30 amp receptacles. The Yacht Club makes its best efforts to ensure that the electrical system is safe and well maintained; however, it does not accept responsibility for damage caused by electrical surges, stray currents or other such events. In the interest of safety and to prevent damage to boats, only approved marine electrical shore power cords equipped with appropriate marine plugs will be permitted for connection between the Yacht Club outlets and boats.

All shore power cords and on-board connections and wiring must be maintained in safe and serviceable condition for safety reasons. Cords should be marked with the name of the boat. The Manager may disconnect or require the removal of any wiring appliances, chargers or other devices deemed unsafe or inappropriate.

Vessels requiring multiple plug-ins or other special connections should make their needs known to the Yacht Club Manager, who will make efforts to accommodate such requests subject to availability and capacity of the system.

The charges for electrical power are determined annually by the Board of Directors. Members and Renters using multiple circuits will be invoiced for the number of circuits used.

Water hoses used on the docks are to be neatly coiled when not in use.

### **13. Fueling**

Fueling is to take place at the fuel dock only. Fuel is not to be transported or carried onto the Marina system unless in approved containers. Refueling procedures as established by the Canadian Coast Guard shall be respected at all times.

### **14. Environmental Protection**

No oil, flammable liquids, oily bilge water, untreated sewage or waste may be discharged in the Marina.

Members shall ensure that their boats comply with all current federal and provincial requirements with respect to waste disposal and treatment including requirements for discharge treatment and/or holding tanks.

### **15. General**

The rights of others on the Yacht Club premises are to be respected at all times.

The Member (and guests for whom he/she is responsible) agrees to conduct him/herself at all times when on the property of the Yacht Club, or on any boat therein, so as not to create any annoyance, hazard or nuisance to the Yacht Club or to other Members and guests.

The Yacht Club retains the right to terminate the Membership and privileges of any Member, or the privileges of any Renter, who repeatedly violates the rules and regulations of the Yacht Club. The Board of Directors will advise any such Renter or Member in writing of their responsibilities to comply with the rules. In the event of persistent non-compliance, the Board of Directors may exercise the right to terminate the privileges of such Member / Renter.

Noise shall be kept to a minimum at all times. Members will be expected to exercise consideration for others in operation of engines, generators, radios, stereos, and television sets, so as not to create a nuisance or disturbance. Radios and other sources of noise shall be turned off when boaters are not present.

Boaters shall be responsible to take measures to prevent “halyard slapping” or any similar repetitive banging of ropes or lines occurring on their boats. The Manager or staff may board a boat for the purpose of securing any loose halyards or gear in the event the owner fails to properly secure them.

Smoking is Strictly Prohibited within the Club House at all times.

All Members are required to observe good housekeeping and sanitation practices and use the garbage receptacles provided.

All pets are to be on a leash at all times. Pets are not permitted in the kitchen, barbeque and eating areas. No pet mess will be tolerated on the Yacht Club premises and in the event they occur they are to be cleaned and disposed of immediately by the owner.

Laundry shall not be hung on boats, docks or finger piers.

No "For Sale" signs be posted on boats, and advertising or soliciting shall not be permitted in any part of the Yacht Club except on designated areas and bulletin boards.

Any Member delinquent from previous years is required to pay outstanding debts and also prepay for the coming year before being allowed to dock his/her boat in the Marina.

Boat trailers shall not be allowed to be stored on Yacht Club property for a period exceeding 7 days.

Recreational Vehicles are not allowed to remain on the Yacht Club property without the approval of the Manager.