



Sunshine Bay Yacht Club

Rules and Regulations 2024

Sunshine Bay Yacht Club

Seba Beach, Alberta



In accordance with current SBYC Memorandum of Association and Articles of Association (Oct 2023) Documents



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Approved



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The following rules and regulations for Sunshine Bay Yacht Club (SBYC) align with our Vision, Mission and Core Values as identified in the SBYC Strategic Plan. These rules apply to all persons using Club grounds and docks. A member is personally responsible for the conduct, acts and omissions of their family and invited guests.

1. Principles of SBYC

- 1.1. SBYC's purpose is to provide an operating base and social centre for family enjoyment of cruiser / cruiser-racer sailing yachts. Boats must be under 30ft / 9000lb displacement and have a cabin with accommodations for overnight sleeping. Membership is contingent on having paid the applicable membership fee and being considered by the Board to be in "good standing."
- 1.2. SBYC is a non-for-profit business corporation under the Alberta Companies Act. Facilities and assets are managed, and entirely self governed by its various classes of members and their families. Those members who enjoy the Club's benefits are expected to contribute at least 10 hours of volunteer service per year and contribute positively to the well-being of the Club and to its enjoyment by all, through their daily conduct, their care of Club grounds and assets, and through active participation in Club work parties, Club events, and Club management and administration.
- 1.3. SBYC is self-sustaining financially, supported primarily by member fees and proceeds from club events and activities. It is prudently managed for continuing soundness and stability. It builds and maintains a capital reserve sufficient to fund foreseen (and unforeseen) replacement of Club assets and planned acquisitions.
- 1.4. SBYC's members value and are committed to responsible stewardship of the natural environment: within the Club area both onshore and afloat, and around Lake Wabamun generally.
- 1.5. SBYC's members value and are committed to maintaining the natural peace of the Club area and surroundings for the enjoyment of all; including Club members and their families and guests; the Landowners, their family, and guests; neighbours of Sunshine Bay, and others using the Lake and its surroundings.
- 1.6. SBYC's members value, cultivate and mentor the art of good seamanship and safe boating.
- 1.7. SBYC is a responsible, mature, and cooperative organization having a place, responsibilities, and a voice within the community of municipalities, Indigenous peoples, neighbourhoods, landowners, industries, parks, other boating clubs, and other stakeholders having interest in the stewardship of Lake Wabamun. SBYC supports local community events and is a hospitable neighbour.

2. Definitions

- a) "AOA " refers to the Articles of Association (Oct 2023)
- b) "AGM" refers to the Annual General Meeting. Notice of such a meeting will be given at least 14 days in advance. AGM will include a review of the previous year's AGM minutes, financial reports, proposed budget for approval, director's portfolio reports. Will also include voting on specific agenda items including nomination and selection of the new board.
- c) "Commercial" activities (See rule 9.9)



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- d) "Crew" - guest of the skipper for a racing event only – skipper must be present and is responsible for all crew if they are not a registered affiliate, provisional or regular SBYC member.
- e) "Dues and fees" refer to the costs related to membership and services provided.
 - Annual membership
 - Annual Moorage
 - Club Share Certificate (one time-refundable)
 - Initiation Fee per membership class (one time-non-refundable)
- f) "Guest" – invited by a member to attend the club while that member is present only.
- g) "MOA" refers to the Memorandum of Association (Oct 2023)
- h) "SGM" refers to Special General Meeting

3. Membership Categories

- 3.1. The Club will have membership categories for a "Share certificate holder / Regular," "Associate" which may include "Provisional," "Second Skipper"," Affiliate," "Alumni" and "Honorary."

Seasonal Renters are not members although do have rights as outlined in 3.9.

These categories may be changed by the board as deemed appropriate for effective operation of the Club

- 3.2. All persons wishing to become a member or renter shall submit an application to the Membership Director. After review by the Membership Director, the application will receive final review and approval by the Board.
- 3.3. Share certificate holder / Regular Members:
- Have been approved for Regular (share holder) status of membership by the board.
 - Have paid the applicable Initiation Fee (in culmination with any other previously paid initiation fees) and have purchased a "Share" and hold a valid "share certificate" in the Club.
 - Have paid their annual dues.
 - Have paid their annual moorage fee.
 - Have a current Pleasure Craft Operating Card (as applicable)
 - May elect non (to withhold) payment of the annual moorage fee and go "On Hold" (not launch a boat) for up to two consecutive seasons as long as their annual membership dues have been paid and the membership director has been notified prior to the cut off date for dues and fees.
 - Must meet the criteria for insurance coverage as outlined in Rule 5.1
 - May participate in all Club activities and use of all Club facilities.
 - Are entitled to one vote at all general and special meetings.
 - Are entitled to the use of one storage locker in the Sea-Can.



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- Are entitled to serve on the Board.
- Are entitled to one moorage slip /berth from the Club with payment of the annual moorage fee.
- Are entitled to all other services provided by the Club as applicable.
- Families are entitled to participate in all Club activities and use of all Club facilities.
- Are entitled to have up to eight (8) guests (see benefits (9.2)).
- Shareholders leaving the club as a Regular member must relinquish their share certificate and follow the guidelines for transfer of ownership or buy back by the Club and refund as directed.

3.4. Provisional Members – Permanent moorage:

- Have been approved for Provisional membership by the board and are on the “waitlist” in chronological order to become Shareholders (Regular) Members.
- Have paid the applicable Initiation Fee, (a one-time non-refundable fee in culmination of any other previously paid initiation fees) Have paid their annual Provisional Membership dues.
- Have paid their annual moorage fee (8 permanent provisional memberships with guaranteed moorage available).
- Provisional members (Temporary) beyond the first 8 (with guaranteed moorage), are placed in chronological order on the “waitlist” to be offered a moorage slip if one becomes available.
- Provisional members are subject to the same fees as Regular members and must meet the criteria for insurance coverage as outlined in Rule 5.1.
- Provisional members beyond the eight with guaranteed moorage will be returned to the “moorage waitlist” if a slip is no longer available.
- Have a current Pleasure Craft Operating Card (as applicable).
- Are entitled to access to all onshore facilities and social events.
- Are entitled to have up to eight (8) guests (see benefits (9.2)).
- May discontinue payment of any annual waitlist fee (when at the dock) and to use any previously paid waitlist fees to cover the Provisional Membership fee (within that year.)
- Are not entitled to vote at a general and special meeting or hold a board position, but are welcome to attend meetings.
- Do not have access to storage of personal possessions in Club storage buildings, grounds, or camper trailer parking unless one is available for temporary (seasonal) rental.
- Families are entitled to participate in all Club activities and use of all Club facilities.
- Club membership can be upgraded to “Share certificate holder (Full) Membership” when a Club share is available and share certificate is purchased. Any accumulated wait list fees may be used towards purchase of the Club Share.



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- An offer for a Provisional member to purchase a Club share will be in chronological order of membership. If a “Provisional Member” does not accept an offer to purchase a club share and become a Share certificate holder (Regular) Member, they will be moved to the bottom of the Provisional Member list and the offer will be made to the next in line and so on until all 50 Club shares have issued.

3.5. Provisional Member - Temporary moorage

- Have been approved for membership by the board and wish to become members.
- Must pay an annual fee to remain on the waitlist.
- Have temporary access to a boat moorage berth if a Regular Member goes on hold and there are no Provisional Members ahead of them on the waitlist. When renting a mooring slip, they are subject to the same dues / fees as a regular member and must meet the criteria for insurance coverage as outlined in Rule 5.1.
- Will be returned to the waitlist immediately following Regular Members returning from being on-hold. In chronological order from date of confirmed intention and ahead of other Temporary Members on the waitlist.
- Are entitled to access to onshore facilities and social events only when renting a mooring slip.
- The right to discontinue payment of the annual waitlist fee when they have access to a moorage slip.
- May use previously paid waitlist fees towards upgrading to purchase a Provisional Membership.
- Are not entitled to vote at a general and special meeting or hold a board position.
- Do not have access to storage of personal possessions in Club buildings, grounds, or camper trailer parking.
- Families are entitled to participate in all Club activities and use of all Club facilities only so long as the member is renting a mooring slip.

3.6. 2nd Skipper:

- Have been approved for membership by the board.
- Must be listed on the annual renewal of the specific member – applies to Regular only and on the named boat to which they are 2nd skipper. Assumes a regular member has paid annual membership dues and moorage fee.
- Must declare that they have a personal stake or responsibility of the boat that they are 2nd skipper to.
- Have permission and insurance coverage to use / operate the boat without the presence of the member and primary skipper.
- Have paid the applicable 2nd Skipper Initiation Fee (or culmination of applicable fees or its equivalent).
- Have paid the applicable annual dues. (as set by the board for the applicable sailing season) .
- Have a current Pleasure Craft Operating Card (as applicable).



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- May participate in all Club activities and use of all Club facilities.
 - In conjunction with their Share certificate holder members (sponsor) are entitled to have up to eight (8) guests (see benefits (9.2).
 - Are not entitled to vote at a general and special meeting or hold a board position.
 - Have access to storage of personal possessions in Club storage buildings, grounds, or camper trailer parking in so much as has been awarded to the boats other skipper.
- 3.7. Alumni Members:
- An SBYC Alumni Membership is available to past SBYC Regular Members with at least five (5) years of membership in good standing, by making an application to the Membership Director.
 - Must pay an annual Alumni fee.
 - As a member of the SBYC Alumni, an Alumnus (couple) is entitled to participate in all social functions of the club.
 - SBYC annual Alumni Fee can be deducted from the proceeds of the member's share certificate redemption credit for the first year of Alumni membership.
 - Have no voting or mooring rights and are not entitled to hold a board position.
- 3.8. Honorary Members:
- An individual who has provided long-term meritorious service to the club or the sport of sailing in general may be granted an "Honorary Membership."
 - This recommendation by the SBYC Board and voted on by the membership at the club's AGM or an SGM, and as such have special access to the SBYC.
 - Have no voting or mooring rights and are not entitled to hold a board position.
- 3.9. Seasonal Renters:
- Are only Seasonal and not considered members of the club.
 - Have been approved for a seasonal mooring slip by the board but do not wish to become Provisional members at time of rental.
 - Have seasonal access to a boat moorage berth if a Regular Member goes on hold and there are no Provisional or (Temporary) Members in line or willing to rent the slip. When renting a mooring slip, renters must meet the criteria for insurance coverage as outlined in Rule 5.1.
 - Are not required to pay an initiation or share fee.
 - Families are entitled to participate in all Club activities and use of all Club facilities only so long as the member is renting a mooring slip and skipper is present.
 - Are subject to a seasonal rental fee which may be a different fee structure than club members.
 - May have up to four (4) family members or guests.
 - Do not have access to storage of personal possessions in Club buildings, grounds, or trailer parking.



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3.10. Affiliate Members – Single and Family

- Have been approved for Affiliate membership by the board.
- Affiliate memberships are granted on the premise that they are a stepping stone to a higher level of membership category in due course (1 to 3 years) For example “Affiliate” members will be encouraged to become 2nd Skipper, Provisional or Regular members
- Placed on the “Affiliate members list” in chronological order to become Provisional or Regular Members after a boat has been purchased.
- Have paid the applicable Initiation Fee, (a one-time non-refundable fee in culmination of any other previously paid initiation fees).
- Have paid their annual Affiliate Membership dues.
- Have a current Pleasure Craft Operating Card (as applicable).
- Are entitled to access to all onshore facilities and social events.
- Are entitled to have 1 (one) guest (single) and up to 2 (two) guests (family) for SBYC social events only.
- Are entitled to all other services provided by the Club as applicable.
- Are required to volunteer and help at club functions or activities as laid out in member application.
- Single members are entitled to participate in all Club activities and use of all Club facilities. This does not include spouse, partner or significant other unless as a guest at a club event.
- Family membership includes 2 adults (couple - including spouse, partner or significant other) and up to 2 dependent children under 18 years of age and in the same household.
- Restrictions as to the number of affiliate memberships allowed may be set by the Board as required. The current maximum is 20 people (in any combination of single or family memberships)
- Affiliate memberships may have additional restrictions applied as deemed necessary by the board

4. Dues Fees and Shares

- 4.1. Fees and the schedule for payment are determined by the Board.
- 4.2. Notice of dues and fees payable will be sent to members at the email address shown on Club records at least 60 days prior to the due date. (Typically the last day of February of the upcoming sailing season) If dues and fees are not paid by the due date, notice of delinquency will be sent to the member specifying that unless payment in Regular is received within a further 15 days, all that member’s rights, title, and interest in the Club shall be forfeited to the Club, share certificate cancelled and membership revoked without further notice.
- 4.3. Members cannot (loan, lease or) transfer title of their Club share without the written consent from the Board.



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- 4.3.1. Failure to pay membership dues when going on hold by the due date (see Rule 4.2) disqualifies / voids the members share.
- 4.4. Regular and Provisional Members who choose not to launch their boat for the sailing season and become “inactive” (go on hold) can remain in good standing by:
- Notifying the Membership Director in writing about their intention not to launch their boat prior to the annual renewal date when submitting their annual renewal notice.
 - Making payment of their annual membership dues only, ensures a member may continue to be a Member in Good Standing with the same privileges as a fully paid member, except has no mooring privileges.
 - In the event the annual dues and fees are paid by the payment deadline, and a decision is made later to leave the club a Regular refund will only be provided if notice is given in writing by April 15th of that year.
 - When annual moorage fees have been paid and the boat is not launched for whatever reason after the “boats in,” SBYC will provide a refund based on how much the slip can be rented for, if at all.

5. Insurance

- 5.1 Insurance coverage of personal property kept on Club property is required and the responsibility of the owner. All boats shall be insured with respect to public liability and property damage with such minimum limits as set by the Board (currently minimum \$1,000,000.00 liability). Members must provide a copy of their current certificate of insurance with submission of their annual membership renewal form (and fees).

6. Responsibilities of Board

- 6.1 After receipt of annual dues and fees, the Membership Director / Dockmaster will supply all members a digital copy of the Clubs Moorage Slip Assignments prior to “Docks In” (or as applicable) .
- 6.2 Membership / Communications Director will post a current copy of the Clubs current Strategic Plan, Rules and Regulations, Code of Conduct, Directors Role Descriptions on the SBYC web site 30 days prior to renewal deadline date in order to facilitate acceptance of such by all Members and Renters on their renewal or application form.
- 6.3 The Board is responsible to address all issues as they arise in a fair, effective, and practical manner, including new and emerging issues not considered in the current Rules and Regulations, code of conduct or other governance documents.
- 6.4 While members of the same family may serve on the board at the same time, only one family member can possess SBYC bank account signing authority.
- 6.5 Board members are responsible to address issues in a fair and impartial manner, setting personal interests aside, declare when and abstain from decisions where a conflict of interest may be involved.
- 6.6 Annual dues and fees (up to a maximum of 10% above the preceding years fees) will be set by the Board prior to year end and published 60 days before renewal date deadline . Any increase over (10%) ten percent over the preceding year must be approved by the general membership.



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– Add to AOA next issue – Add to SBYC “Policy “ document and delete from R&R

7. Member Obligations

- 7.1 All Members
 - 7.1.1 Will be current in their payment of annual membership dues and all applicable fees by annual renewal deadline date (usually the last day of February for the upcoming sailing season).
 - 7.1.2 Will abide by the Club’s Rules & Regulations and Code of Conduct.
 - 7.1.3 Will respect other members, members property and Club facilities.
 - 7.1.4 Will recognize the authority of the Board and Property Owner to move any property stored on Club premises in accordance with the Rules & Regulations.
 - 7.1.5 Will provide the Membership Director with current billing and contact information annually via their renewal / application form.
- 7.2 All current Memberships will expire at the renewal deadline date for the subsequent season.

8. Withdrawal and Expulsion of Members

- 8.1 Any Member may resign their membership with written notice to the Membership Director. Their resignation will be considered final after their boat, equipment and personal property have been removed from the Club property. The “Notice of intent to leave SBYC” form should be completed , signed, and submitted. Select the refund option / transfer as applicable on the form.
- 8.2 Any Property of the Club that is in a member’s possession must be returned to the Club within 15 days of the member’s resignation.
- 8.3 Any member who is in violation of the Club’s Rules and Regulations or Code of Conduct, who is deemed guilty of conduct unbecoming of a member, or whose conduct is otherwise considered detrimental to the Club may be warned by the Commodore, Vice Commodore and / or Board member as necessary, and face disciplinary action up to and including expulsion from the Club indefinitely.
- 8.4 On receipt of a written and signed complaint or notice of a violation by any club member, the Commodore / Vice Commodore and / or other board members will discuss the complaint with the accusing and offending member to determine validity of the complaint, and to hear both sides of the story before determining next steps.
- 8.5 If the matter can be resolved satisfactorily at this time, then no further action may be required.
- 8.6 If further action is required the complaint will be escalated and discussed at a Board level.
- 8.7 Any final decision regarding the conduct of a member, including any reprimand, will be passed by a two-thirds majority of the board.
- 8.8 Subsequent to the board meeting, the decision of the Board will be communicated to the offender in person (face to face or via phone) or sent to the member by email / to their last known address.



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- 8.9 A decision regarding conduct may be appealed by the respondent, in writing, to the Commodore within thirty (30) days of receiving the decision, whereupon the Commodore will call a meeting of the Board to hear the appeal.
- 8.10 A decision being appealed will remain in effect until an appeal reverses the decision.
- 8.13 Any reprimand, including expulsion from the Club, does not relieve an individual from the payment of any dues, fees or other debt owed to the Club.

9. Access to and Use of Club Property

- 9.1 Access to and use of the Club area is restricted to all members in good standing, their family and invited guests, as well as the Landowners, their family, and guests.
- 9.2 A Regular / Provisional member who is present at the Club may at one time have up to eight (8) guests. Hosting more than eight guests at one time requires prior Board approval. Approval will be subject to consideration of concurrent Club activities, enjoyment of members, and any other factors deemed relevant.
- 9.3 Accessing the Clubhouse or property for a private function in the “off-season” requires that you request approval through the Facilities Director for Board approval. Generally the club is not open during the “off-season” and member presence is not allowed, unless checking or working at the facility
- 9.4 Adjacent property outside the Club area is for the sole use of the Landowners and their family, except in the event of emergencies.
- 9.5 A limited number of boat trailers (currently 10) on first come first paid basis may be stored during the sailing season on the periphery of the designated vehicle parking lot. Trailers must be arranged to maximize available space and to avoid encumbering space for vehicle parking. Payment of applicable storage fee will apply.
- 9.6 Vehicles are to be parked only in designated areas. Avoid blocking the Landowner’s two access laneways. The parking area adjacent to the Gazebo is reserved as a temporary loading zone and handicap parking. Parking vehicles on the foreshore is not allowed unless deemed necessary for Club purposes (such as maintenance projects, loading/unloading of vehicles or as overflow parking for large events).
- 9.7 Occasional overnight parking of recreational vehicles / campers (of members or their guests) is permitted in the parking lot subject to prior approval by the Facilities Director. This will be limited to three consecutive nights and to a maximum of two times per season (per member) Payment of applicable camping fee will apply.
- 9.8 A limited seasonal camping stalls are available upon application to the Facilities Director and payment of an additional annual rental fee. Vacant stalls are assigned on a first come, first serve (paid) basis. Members must have paid annual membership dues and moorage fees to be eligible for a camping stall.
- 9.9 Commercial activities are not permitted on Club lands or docks.
- 9.10 The Club and landowners assume no responsibility for boats, boat trailers or camping trailers stored on the SBYC site or adjacent property.



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- 9.11 Boats, boat trailers or camping trailers are not to be stored on the SBYC site during the offseason. All such property must not be moved onto Club property before April 15th and be removed from Club property by October 31st or as specified by the landowner.
- 9.12 There is a one vehicle per unit limit, for vehicle parking in the seasonal camping trailer area, all other vehicles should be parked in the main parking lot.

10. Boat Size Restrictions

- 10.1 All boats must conform to the following size criteria: (With the exceptions of boats that were in the club prior to the 2010 sailing season).
- Maximum length – 30 feet
 - Maximum beam – 10 feet 6 inches
 - Maximum displacement – 9000 lbs

11. Assignment of Dock Berths

- 11.1 The Dockmaster is responsible for assignment of dock berths for active members in good standing. The Dockmaster may assign a maximum of one berth per member, subject to numerous considerations including beam, draught and/or displacement. Maximizing the potential use of space on the docks is important to accommodate the need of returning and incoming members. Changes to berth assignment may occasionally occur under the discretion and final authority of the Dockmaster. A member may appeal the Dockmaster's assignment of a berth, or absence of such assignment, in writing to the Dockmaster. The Dockmaster shall refer the appeal to the board at the first available opportunity. The Dockmaster will inform the member of the Board's decision, as soon as possible after a decision has been rendered.
- a. Selling a boat with its slip is strictly a Regular member (shareholder) benefit, not available to Provisional members or those temporarily renting space at the dock. The sale of boats among persons on the waitlist does not change the rank order of those on the waitlist.
- b. A member wishing to sell their boat with a membership (including club share) will notify the SBYC Membership Director of their intention prior to finalizing a sale. The Membership Director will provide the potential buyer with an "Application for Membership" and supplemental questionnaire along with a digital copy of the SBYC Rules & Regulation and Code of Conduct. The questionnaire and application will be reviewed by the Board at the next scheduled board meeting or as required to expedite the process. If approved, the Membership Director will collect the applicable fees and dues as required and inform the Dockmaster with the applicable information required for the dock allocation records.
- 11.2 Priority of Dock Assignment:
- **1st Priority:** A Regular Member in good standing (has paid all fees and dues for the year and insurance requirements are met).
 - **2nd Priority:** In the event that a Regular Member sells his or her boat at any time of the year to a non-member, the new owner of that boat may be assigned a berth providing that:



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- 1) The boat seller is not remaining in the Club with a different boat; and
- 2) The new owner is successful in application to become a Share Certificate holder / Regular Member.

If the boat seller is remaining at the club with a different boat, the new owner may make an application for SBYC membership. If the Club is maintaining a waitlist, the new owner has the option of choosing a 4th or 5th priority status.

If an active member sells his or her boat mid-season to an existing member, the boat's berth assignment will be subject to the discretion of the Dockmaster.

- **3rd Priority:** Regular Members returning from being on-hold. Members wishing to return from being "on hold" must notify the Membership director on or before the renewal deadline and have paid their annual membership dues and moorage fees.
- **4th Priority:** Individuals who have purchased a Provisional Club Membership (onetime, non-refundable initiation fee payment) prior to berth availability.
- **5th Priority:** Seasonal renters, affiliate members (who purchase a boat mid season) or potential new members on a waitlist, based on first come, first-serve basis and in chronological order from date of confirmed intention in writing (letter or email).
- To maintain a place on the "Wait list," an annual, non-refundable fee must be paid. This fee (which may accumulate each season while on the waitlist) may be used to cover the cost of a provisional club membership or the usual initiation fee paid with a new membership.
- **6th Priority:** Members with annual membership fees outstanding as of the established deadline for payment that does not exceed two (2) weeks past the fee payment deadline .

11.3 A member's annual dues and moorage fees do not confer any right or interest in a particular berth. A member is not entitled to loan, sublet, or rent an assigned berth. All such rights remain in the Club and are managed through the Dockmaster. Members who have paid the extra charge for a longer dock finger will be assigned as applicable as long as they are considered in good standing

11.4 Providing berths for visiting boats may be possible subject to availability and approval by the Dockmaster. A visiting boat may remain at SBYC for up to 48 hours on a non-recurring basis, for example, for participation in club events. Such temporary privileges may be further extended, but for not longer than seven (7) days as per the SBYC License Agreement, and then as extended by permission in writing from the SBYC Board for a second limited period for reasons such as foul weather, mechanical or structural breakdown, collisions etc.

12. Club Security

- 12.1 All members are responsible to ensure the security of Club property at all times. The front gate is to be closed and padlocked by 10:00 PM daily or when less than two members occupy the Club – whichever occurs first. When in doubt about attendance, err on the side of caution. Talk to other members to determine who will take responsibility to close up the Club.
- 12.2 Closing up the Club will fall on the last person to leave the property. This responsibility requires that the following tasks be completed:



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- All open fires are properly extinguished.
- Gas lines to barbecues are turned off.
- All Clubhouse lights are turned off.
- Doors to the Clubhouse and the four storage sheds (tool, fuel, C-can and green shed) are locked.
- Doors to the bottle shed are closed.
- Entrance gate is closed and padlocked.

12.3 Members are responsible to learn how to perform the tasks that help to ensure security of the property. The Facilities and Membership Directors can help explain these procedures.

12.4 Club-related padlock combinations or access keys are not to be shared with non-members.

13. Safety and Seamanship

13.1 Open fires are not permitted except in the designated fire pit at the gazebo. Open fires are not permitted in the parking lot or at the seasonal trailer camping area (Gas fired BBQ's and Fire pits are allowed).

13.2 Fireworks are prohibited from Club grounds and docks.

13.3 Open flame appliances or tools are not to be used on or directly over the dock surface. A barbecue can be used on a boat at dock provided it does not overhang the dock.

13.4 The fuel shed is dedicated for SBYC Club use ONLY . This space is for all types of fuel (including gas, diesel, oil, solvents, propane, stove fuel, etc.) Ensure that highly flammable and volatile products are isolated from other reactive substances (such as fertilizer, etc.). Only containers approved for their contents are to be used.

A member can only store their fuel in the shed on a temporary basis for a maximum of 1 week. Containers must be clearly marked with the owner's name, boat name and type of fuel or fuel mix, as required.

Storing fuel in other buildings (such as Clubhouse basement, tool shed, sea-can and green shed) is strictly prohibited.

13.5 Members are responsible to ensure that their children and guests who are under the age of ten are always under direct supervision of a responsible adult.

13.6 Members are responsible to always ensure that children and guests under the age of ten wear a personal flotation device (PFD) while on the Club docks or traveling in the Club-owned boats.

13.7 Members are responsible to always ensure that anyone operating or riding in club owned boats always wear an approved PFD or life jacket.

13.8 To help ensure an appropriate emergency response, members are required to display contact information on a 3 x 5-inch card in the port light closest to the boat's boarding area. Information will include appropriate contact phone numbers of the boat owner(s). The Membership Director will ensure that a current membership contact list is kept on the bulletin board within the Clubhouse and on the web site on the member's page.

13.9 Members are responsible to secure boats while in the berth to protect neighbouring boats and docks from damage. Docking lines must meet minimum standards as outlined:



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Vessels less than 20 feet	3/8" line or larger
Vessels 20-30 feet	1/2" line or larger

- Nylon docking lines are the accepted best choice. Polypropylene docking lines are prohibited.
- Each boat is secured with a minimum of four lines (spring, bow, stern, and quarter)
- No part of the boat or appendages (such as bowsprit or dropped mast) will extend over the main dock impeding pedestrian traffic.
- If you have any questions on how to properly secure your boat, ask the Dockmaster.

13.10 Docks are not to be used to launch water skiers, etc.

13.11 Sailboats (with auxiliary engines will use them when entering and leaving docks, except in the case of an engine failure.

13.12 All vessels will use minimal speed required to ensure safe steering when maneuvering on the water near SBYC docks. Approaching docks under excessive speed creates increased risk to docks, moored boats and swimmers.

13.13 Swimmers are requested to stay within designated swimming areas and away from active passages commonly used by boats approaching or leaving docks. Swimmers must also stay on alert for other watercraft (such as personal watercraft or ski boats) that may pass by close to SBYC docks.

13.14 Firearms, air or gas-powered rifles and pistols, bows, slingshots, spears, and all other potentially dangerous weaponry is strictly prohibited from Club grounds and docks.

14. Club-Owned Boats

14.1 The Fleet Captain is responsible for the management and use of Club-owned boats. Their use is restricted to supporting Club events and work parties. Recreational use of boats by members is prohibited.

14.2 Operation of the Club boats is restricted to members who have been trained by the Fleet Captain and qualified as competent operators, and then only with permission of the Fleet Captain. (In the event of an emergency this rule may be waived).

14.3 The consumption of alcohol/ drugs is strictly prohibited by anyone operating or riding in club boats and strongly discouraged when operating any vessel.

15. Environmental Considerations

15.1 Members will abide by any and all current Federal and Provincial laws and guidelines pertaining to the protection of the environment

15.2 Batteries may be charged on Club premises in the approved closure especially dedicated for this purpose (ensuring good ventilation and isolation from open flames). Members are requested to use the Club-provided



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charger (with tender/auto shut-off). Battery charging is only to occur on site in emergency conditions with the owner present at the Club. Batteries under charge must be labeled with the owner's name, date, and time that the charge was initiated. Charging must not exceed a 24-hour period.

- 15.3 Discharge of black water (toilet waste) into Lake Wabamun is prohibited.
- 15.4 Discharge of grey water (sinks, showers) into Lake Wabamun is prohibited.
- 15.5 Contents of boat holding tanks and self-contained toilets can be disposed of in the Club holding tank located outside on the east side of the Clubhouse.
- 15.6 Members are responsible for removing personal boat garbage from Club premises. Garbage receptacles on the premises are reserved for Club use only. Burning of waste materials in the fire pit is restricted i.e.: no plastics, flammable products, metals, aerosol cans, garbage, etc.).
- 15.7 Members are welcome to recycle their bottles and cans in the bottle shed or applicable recycle areas.

16. Peaceful Enjoyment and Member Expectations

- 16.1 Members are encouraged to welcome and briefly act as host to any visitor or lake neighbour who might drop by out of friendliness and curiosity. Membership information is generally available in the Club mailbox (near message boards) to share with visitors, upon request.
- 16.2 The peaceful and quiet environment of Sunshine Bay is an enduring and valued attribute of SBYC. Any activity that may disturb this peaceful enjoyment for members or Sunshine Bay neighbours is strongly discouraged. For example, members are encouraged to be respectful and sensitive to others when using stereos and radios and when running power generators and engines on dock.
- 16.3 The Clubhouse and gazebo are also additional assets that enhance living at the Lake and a communal space that will be shared with many people. In the spirit of cooperation, a courteous and respectful approach to others is essential, especially when using these facilities. Members are encouraged to consider the following guidelines:
 - a) Avoid monopolizing communal space: attend to tasks at hand and then make way for others to do the same.
 - b) Leave cooking areas such as the kitchen and barbeques cleaner than when you found them.
 - c) Maintain cleanliness of bathroom facilities after personal use with the same intent as cooking facilities.
 - d) Do not leave personal items in communal areas when you leave. Additional storage space is available for items that you do not wish to store in your boat or vehicle.
 - e) Overnight sleeping in the Clubhouse is not permitted (including the communal area and caretaker's room).
 - f) Refrigerators and freezers in the green shed are provided for members for temporary storage of food items. The refrigerator in the Clubhouse is reserved exclusively for Club functions and storage of Club supplies. Personal items and food are not to be stored in the clubhouse.
 - g) Club supplies such as plastics (cups, cutlery, garbage bags, food wraps) and paper products (toilet paper, toweling, plates), and cleaning products are reserved exclusively for Club use. Members are prohibited from using these items for personal use.



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h) The crawl space under the Clubhouse is reserved for storing Club-owned items. Space may be available for members on an exception basis upon receiving approval from the Facilities Director.

16.4 Members who bring pets to the Club are asked to be sensitive to the impact that animals may have on the comfort level of other members. The following rules apply when pets are present at the Club:

- a) Pets are to be always kept under direct supervision
- b) Pets are to be leashed.
- c) Pets are prohibited from entering the Clubhouse at any time and only on the Clubhouse deck in the assigned area (maximum of four animals at any one time) .
- d) Pets should be tethered away from the Clubhouse steps or ramp and walkway to ensure they do not Interfere with member's access to those areas.
- e) Pet owners are responsible for scooping poop. Poop can be either disposed of in the holding tank or taken home. Dumping poop in wooded areas is not allowed.
- f) Pets causing a disturbance must be immediately restrained and isolated from people and other animals.
- g) The Board will deal justly and effectively with any complaint made about pet-related issues. The Board will apply restrictions where deemed appropriate to all pets equally.
- h) Failure to properly dispose of pet waste, manage pet behaviour or respond to a Board request in managing pet-related issues will result in a loss of visiting privileges for those pets in question.

17. Camping Trailer Sites

- 17.1 SBYC Members may be given permission to use the camping trailer area . This is for a limited number (Currently 9) and priority is given to Regular members first, and other members - only if space is available.
- 17.2 The camping trailer sites are available for annual (seasonal) rent by members of the club. Trailer sites (individual assigned locations) will be decided by the Facilities Director, in conjunction with the "historical and incumbent" occupants of the site or area in general.
- 17.3 The assigned site will remain with the named member until it is relinquished by them on a temporary basis (on hold status) or permanently – or reclaimed by the board if the member is not in good standing.
- 17.4 Members can only be "on a leave of absence (on hold) for a maximum of two consecutive years before permanently relinquishing their assigned camping trailer site.
- 17.5 Members requesting space must submit their request in writing to the Membership / Facilities Director. The director will approve each request and reply to all requests in a timely manner. All available spots are on a first come basis and a wait list will be maintained in chronological order of those members in priority of their membership status.
- 17.6 Temporary (seasonal) rental of an assigned site may be available if the member is "on hold" but will only be for that season and when the applicable fee has been paid.



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- 17.7 Members that are currently renting a trailer site will maintain their sites until they are no longer assigned to that site.
- 17.8 Members must have a registered boat, with annual fees paid including moorage, to be eligible for a trailer site.
- 17.9 Members that are renting trailer spots must have a trailer onsite for no less than 50% of the months of April thru October.
- 17.10 Camping trailers must not be moved onto site before April 15th and must be removed from the property no later than Oct 31st each year.
- 17.11 The Membership / Facilities Director will keep a current waiting list for members wanting to apply for available or upcoming trailer spots.
- 17.12 All camp trailers on SBYC property must have liability insurance. SBYC does not assume any responsibility for trailers and equipment left on SBYC property.
- 17.13 Annual rental fees will be set by the board on a yearly basis and are due to be paid by the payment deadline.
- 17.14 No "wood burning" fires are permitted in the trailer area.
- 17.15 One vehicle per trailer can be parked in the trailer area. All other vehicles should be parked in the main parking lot.
- 17.16 Members will respect each other's right to reasonable conduct in the trailer area. Music and other related noise will be always kept to a minimum. Quiet times between the hours of 10:00 p.m. and 9:00 a.m. will be observed.

18. Trailer Size & Mobility Restrictions

- 18.1 SBYC reserves the right to limited trailer size. Any trailer size over twenty-eight feet in length must receive board approval.
- 18.2 All trailers must be kept in a mobile state for removal, if necessary for emergencies, or to allow for tree culling or other board approved actions.

IN CASE of QUESTION / DISAGREEMENT, GOVERNMENTAL LAW WILL SUPERSEDE CLUB RULES