

SUMMERSIDE RESIDENTS ASSOCIATION RULES & REGULATIONS

The Summerside Amenities, including the Lake and associated facilities, parklands, walkways and lake access walkways (the “Summerside Amenities”) are for the exclusive use of Members of the Summerside Residents Association and their guests.

All such Members and their guests are permitted the use of the Summerside Amenities entirely at their own risk, and subject to the following rules and regulations:

Any member who: uses foul language, is disrespectful to staff & other members or fails to follow the rules and regulations will be asked to leave the amenities. Consequences for infractions will vary according to the nature of the incident, but may include suspension of privileges for a time determined by the Association.

HOURS:

The hours for use of certain parts of the Summerside Amenities will be posted from time to time and no Member or other person will be permitted on them except during the hours specified.

MEMBERS:

Members will be issued membership cards, which are personal to the Member and are not transferable by the Member. It is a serious breach of the Rules and Regulations to lend a membership card to another person. Members, when on the Summerside Amenities, should carry their Membership Cards at all times and present them for inspection upon request of the manager, staff or security guards of the Summerside Amenities. Any person 11 years of age or younger must be accompanied by a responsible person of 12 years or older.

Non-payment of annual fees, loss or damage of equipment/facility may prevent entrance until payment or restitution is made.

Membership Cards remain the property of the Association who may require such cards to be returned if the holder of the card breaches these rules.

GUESTS:

Members 18 years and older are permitted five (5) guests per household per day. A member must at all times accompany all guests. A Family Member under the age of 18 years may not have more than two (2) guests at any one time.

Homeowner Members and Tenant Members are at all times responsible for the actions of their Family Members and their guests or their Family Members' guests, including their compliance with these Rules and Regulations. All guests must be signed in. Members must be present in the park at all times while their guests are utilizing the Amenities.

PROHIBITIONS:

1. No person shall at any time have or take on the Lake or the adjacent beach or lakeshore park areas:

- Any glass bottles;
- Any other glass product;
- Any intoxicating liquor, drug or similar substance;
- Any animal (certified assistance animals exempt);
- Any bicycle or other vehicle (except in designated parking areas);
- Any radio controlled equipment (toys, boats, etc.);
- Any inline skates, skateboards, scooters, etc.;
- Any open fire (except in specifically designated sites);
- Any power ice auger;
- Any motor (including electric) boat (except as required by the Association for maintenance or security purposes) or snowmobile; and

2. No person shall at any time have or take on the Summerside Amenities not immediately associated with the Lake:

- Any vehicle other than a bicycle (except in designated parking areas);
- Any open fire (except in specifically designated sites); or
- Any snowmobile.

3. Management reserves the right to inspect all packages, tackle boxes, coolers, etc.

4. No person shall at any time discharge, deposit, throw, dump or place any trash or debris of any kind whatsoever (including, without limitation, any toxic or dangerous substance or material) in the lake all of which are strictly prohibited at all times.

BOATING:

BOATING ACTIVITIES WILL NOT BE SUPERVISED!

All watercraft (i.e. kayaks, canoes, sail boats, etc.) on the Lake shall be in the charge of a qualified Member of at least 16 years of age, and each person in a watercraft must wear a proper flotation device. Additionally, a sailboat course offered by the SSRA, or valid recognized certification, will be mandatory for members who wish to utilize the sailboats. All boating activities must be conducted in strict compliance with relevant laws and regulations whether federal, provincial or municipal.

All watercraft should immediately come ashore if potentially hazardous conditions arise such as lightning, dangerous winds or storm conditions.

No watercraft shall be operated in a careless or dangerous manner. No watercraft shall be docked or beached on any part of the lakeshore other than designated areas.

In the event of a boating emergency STAY WITH THE BOAT UNTIL ASSISTANCE ARRIVES.

WATERCRAFT USAGE:

Watercraft must be signed out by a qualified member prior to use. Watercraft and other equipment rentals are subject to a one (1) hour maximum rental period. Pedal boats are allowed a sixty (60) minute rental period. PFD's are provided and **MUST** be worn at all times. Fishing and swimming off the boat dock, pier or boat launch are prohibited. Watercraft or other equipment that are damaged or unsafe must be returned immediately. All Watercraft and other equipment must be returned at least one-half hour prior to closing. No Watercraft rentals will be allowed within one hour prior to closing.

FISHING:

1. Fishing privileges on the Lake are restricted to Members. Guests are not permitted to fish without a member.
2. Daily limit is **two fish** per member with a monthly limit of **twelve (12) fish per** residence. Any fish caught by guests will be included in the resident's limit.
3. No live bait or nets may be used to catch fish.
4. No cleaning of fish is permitted on the Summerside Amenities.
5. Membership Cards are turned into the office while you are fishing.
6. All fish must be reported at the main entrance before return of membership card. Catch limits and reporting allow for proper management and restocking which allows an enjoyable experience for all.
7. Random tackle box checks will be performed before and after entering the lake to insure all Rules and Regulations are being followed.
8. Fishing is not permitted from any undeveloped or unoccupied lot on Summerside Lake.
9. Barbless hooks are mandatory.
10. No unattended lines.

In order to properly control and maintain the fish population in the lake the Residents Association reserves the right, from time to time and without notice, to suspend fishing rights in the lake for a period of time as the Residents Association, in its sole discretion, deems necessary or prudent.

LAKE ACCESS WALKWAYS:

The Lake Access Walkways are intended for the sole use of the homeowners of the Lake Access Lots which are immediately adjacent to such Walkways, and the families and guests of such homeowners. Boats and tubes are not allowed to be stored at the dock or on the access way for extended periods of time. No overnight storage is allowed.

DOCKS:

The use of all docks giving access to the lake (including docks giving access to the lake from lake shore lots) shall be subject to such rules and regulations as may be enacted from time to time by the Residents Association.

The use of any dock giving access to the lake from a particular lakeshore lot shall (except in the case of an emergency) be restricted to the owners of that particular lakeshore lot and their families, tenants and guests.

SWIMMING:

No lifeguards or supervision provided, members and their guests swim at their own risk.

Swimming is prohibited from the marina dock and the fishing dock. A designated swimming area - buoyed marked area will be established when conditions permit.

Boating, kayaking, windsurfing, etc., is prohibited within the swimming area.

SCUBA DIVING:

Please contact the office for further information.

WINTER SPORTS:

The Association may, from time to time, prescribe rules relating to the use of the Summerside Amenities for non-motorized winter sports.

TRASH:

All trash shall be deposited in the receptacles provided or shall be carried away by the Member from the Summerside Amenities.

SMOKING & VAPING

Please help us keep the facilities clean by not smoking or vaping while on the premises.

INTEGRATING PARKLANDS:

No person shall at any time have or take on the integrating parklands (as shown on Exhibit I of the Summerside Management Agreement):

- Any glass bottles;
- Any other glass product;
- Any intoxicating liquor, drug or similar substance;
- Any vehicle (but bicycles shall be permitted);
- Any open fire;
- Any motor boat;
- Any snowmobile;
- Any parked vehicle.

STAFF/SECURITY GUARD:

The staff/security guard's duties are to enforce these Rules and Regulations and to protect the property of the Association. The staff/security guards are authorized to take all reasonable steps required to carry out their duties. The staff/security guards will not act as a supervisor or babysitter.

AMENDMENTS:

The Association shall have the right, in accordance with the Association's articles of association; to make amendments to these Rules and Regulations (including such other and further reasonable Rules and Regulations) as in its judgement may from time to time be needful for the safety, care and cleanliness of the Summerside Amenities, and for preservation of good order therein. A copy of the current rules and regulations, with changes, shall be kept by the Association's secretary, who shall provide a copy thereof to any Member on request.

ARTICLES:

These Rules and Regulations shall at all times be subject to the provisions of the Association's articles of association, including article 6 thereof.

All capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to them in the Association's articles of association.

GENERAL:

If any provision of these Rules and Regulations is determined by a court to be unenforceable, then the remaining provisions shall nevertheless remain enforceable to the fullest extent permitted by law.

LIMITATION OF LIABILITY:

The Association, its affiliates and their employees, officers and directors (collectively the "Released Persons") will not be liable for any personal injuries, or any damage, loss or theft of personal property howsoever caused, that is sustained by any Member of the Association or their guests. This clause applies whether the injury, loss or damage to person or property is caused by any act of negligence or omission of the Association, or any employee, or any other person.

By using the Summerside Amenities, the Member and each guest voluntarily assumes all risks to themselves, or to personal property arising from use of the Summerside Amenities, and waive any claims against the Released Persons (or any of them) which may arise as a result of any loss, damage, personal injury, death, or property damage suffered during the use of, in or about the Summerside Amenities. Each Member is further required to inform any member of his or her family or any guest of the conditions set out above, prior to their use of the Summerside Amenities.

In the event that any Released Person is liable for gross negligence, such liability is limited to the limits set out in the Association's policy of insurance at the time the claim arises.

This limitation of liability is obtained by the Association for the Association's benefit and as agent for the Released Persons.

