



Summerside Residents Association

RULES AND REGULATIONS

REVISED JANUARY
2025

1. USE OF AMENITIES:

The Summerside Amenities are for the exclusive use of Members of the Summerside Residents Association (the “**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 Articles of Association (the “**Articles**”) of the Association and these rules and regulations (the “**Rules**”), both as may be amended from time to time.

While using the Summerside Amenities, all Members and their guests must conduct themselves in a manner that is responsible, respectful and safe. Failure to do so may result in the temporary confiscation of a Member’s Membership Card, and/or the suspension or termination of a Member’s rights to access the Summerside Amenities, at the sole discretion of the Association. Dangerous or unlawful behaviour will not be tolerated.

2. CONDUCT OF MEMBERS AND SUSPENSION OF PRIVILEGES

Any member who:

- (a) uses foul or offensive language;
- (b) is disrespectful to or otherwise mistreats the staff or other Members;
- (c) or otherwise fails to follow the Rules;

will be asked to leave the Amenities. Additional consequences for an infraction of the Rules will vary according to the nature and severity of the incident as well as any previous infractions and may include suspension or termination of a Member’s right to access the Summerside Amenities, at the sole discretion of the Association. Dangerous or unlawful behaviour will not be tolerated.

The Association also has a zero-tolerance policy for discrimination against SSRA staff, contractors, and other Members due to their race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family stats, or sexual orientation of that person or class of person. Members who exhibit discriminatory behaviour while accessing the Amenities may be subject to consequences at the sole discretion of the SSRA Management and Board of Directors.

3. 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.

4. MEMBERS

Members will be issued membership cards, which are personal to the Member and are not transferable to any other person. It is a serious breach of the Rules 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 who is at least 12 years of age.

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.

A tenant who rents property from a Homeowner Member may use the Summerside Amenities as a Tenant Member, subject to the Articles and these Rules, and will be issued a separate Membership Card. However, the membership rights continue to belong to the Homeowner and remain associated with the Homeowner's property. At its sole discretion, the Association may contact and deal with the Homeowner, the Tenant Member, or both, regarding any issues related to the use of the Summerside Amenities by the Tenant Member.

5. GUESTS

Members 18 years and older are permitted five (5) guests per household per day to access the Amenities. Members must at all times accompany all guests. A Family Member under the age of 18 may not have more than two (2) guests at any 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. All Guests must be signed in. Members

must be present in the park at all times while their guests are utilizing the Amenities, and guests may not remain in the park after a Member has left.

Members whose access to the Amenities has been suspended for any reason ("**Suspended Members**") may not use the Amenities at all until the suspension is lifted by the Association. Suspended Members may not access the Amenities as guests of other Members.

Members are strictly prohibited from doing any of the following:

- (a) bringing Suspended Members to the Amenities as their guests;
- (b) signing in other Members' guests or strangers, as their own guests;
- (c) advertising on social media, or otherwise, that they will bring in guests for other Members, or bringing strangers in as their own guests; and
- (d) asking for and/or receiving financial or any other compensation in exchange for signing strangers or other Members' guests in as their own guests;

and any such activity may result in the suspension or termination of a Member's rights to access the Summerside Amenities.

6. FLAG SYSTEM

The Residents Association uses a flag system to help inform users of the potential current risk level of using the lake. The Flags are placed around the lake strategically in various locations that allow them to be visible from different parts of the lake and lakeshore.

Flag Color and Associated Meaning:

GREEN FLAG: No known elevated risk of using the lake. There are always risks associated with lake use, but no additional or increased risks have been identified at this time.

YELLOW FLAGS: Potential elevated risk of using the lake. The lake is open, but please check the SSRA website prior to use for details regarding increased risk, and exercise caution and discretion prior to and/or during use.

RED FLAGS: Known increased risk of using the lake. Lake access is prohibited. Please see the SSRA website for more details.

It is important to remember that there are always dangers associated with using the lake, and Members and their guests use the lake at their own risk. Even when green flags are raised, lake safety, ice strength, water quality etc. can change quickly without the knowledge of the SSRA and some dangers may be difficult, if not impossible for the SSRA to identify. Therefore, **PLEASE NOTE THAT:**

- (a) **Members should not rely solely on the flag system and should continue to exercise judgment and caution at all times.**
- (b) **this flag system is being provided as a courtesy to warn Members of dangers that have been identified. The SSRA may not be qualified to, nor is it obligated to, identify and warn Members of all potential risks that may exist.**
- (c) **the SSRA assumes no liability for any injury, loss or damage related to use of the flag system, reliance by a Member on the flag system, improper or inaccurate assessment of the risk level, or failure to change the flags in a timely fashion, that may occur, or related to the use of the lake in general.**

For clarity and removal of doubt, if red flags are being displayed, it means the lake is closed, and there is no access allowed for any users. Only SSRA staff or approved contractors may access the lake during times red flags are being flown. If Members or their guests are on the lake during these times, the SSRA may contact the proper authorities (Fire Department, Police etc.) to safely remove those individuals from the lake. All costs associated with the removal of these individuals will be incurred by those individuals who were using the lake. Members using the lake at a time when red flags are raised will have their lake access reviewed. Consequences following such a review may include suspension or termination of a Member's right to access the Summerside Amenities, at the sole discretion of SSRA Management and Board of Directors.

7. PROHIBITIONS

- (a) **No person shall at any time have or take on the lake or the adjacent**

beach or lakeshore park areas:

- (i) Any glass bottles or any other glass product;
 - (ii) Any intoxicating liquor, alcohol, drug or similar substance;
 - (iii) Any animal (certified assistance animals are exempt);
 - (iv) Any bicycle or other vehicle (except in designated parking areas);
 - (v) Any radio-controlled equipment (toys, boats, etc.). No drones are permitted on SSRA property, or in airspace above SSRA property;
 - (vi) Any inline skates, skateboards, scooters etc.;
 - (vii) Any open fire (except in specifically designated sites);
 - (viii) Firewood (charcoal briquettes only);
 - (ix) Any powered ice auger (electric battery powered augers are permitted); or
 - (x) Any motorboat (including electric) or snowmobile (except as required by the Association for maintenance or security purposes).
- (b) No person shall at any time have or take on the Summerside Amenities:
- (i) Any vehicle other than a bicycle (except in designated parking area);
 - (ii) Any open fire (except in specifically designated sites); or
 - (iii) Any snowmobile.
- (c) Management reserves the right to inspect all packages, tackle boxes, coolers, bags etc. to ensure that prohibited items are not brought onto the Summerside Amenities.
- (d) No person shall at any time discharge, deposit, throw, dump or place any trash, debris, or substance of any kind whatsoever (including,

without limitation, any toxic or dangerous substance, material or pollutant) in or around the lake, or in any other location on the Amenities.

- (e) No person shall at anytime remove water from the lake for their own personal use without prior permission from the SSRA.
- (f) No fertilizer shall be used on lakefront property, or property with lake access.
- (g) Members may be financially liable for damage to the Amenities and Association property, caused by them or their guests.

8. BOATING

- (a) No motorized watercraft is allowed on the lake with the exception being watercraft that is owned and operated by SSRA staff, or those who receive approval from SSRA management to operate motorized watercraft, such as various lake management contractors.
- (b) A Member wishing to sign out a boat for rental must leave his or her Membership Card at the boat dock, or as otherwise instructed at that time by SSRA staff. Subject to clause 7(d) below, the Member who signs out the boat for rental must be on the boat at all times.
- (c) All boat renters must be at least 16 years of age, or be accompanied by a person who is at least 16 years old.
- (d) If a Member signs out a watercraft for rental for use by another Member or guest, he or she is responsible for monitoring that other person and watercraft. He or she must be in another watercraft, and within a reasonably close distance at all times.
- (e) A life jacket must be worn and properly secured at all times by all people using a SSRA watercraft. The Association is not responsible for any incidents, accidents, or injuries, regardless of whether they arise from non-compliance, or otherwise.

- (f) Two watercraft can be rented per Membership Card. The exception are paddle boats. Only 1 paddle boat may be rented per Membership Card.
- (g) A maximum of 4 watercraft can be rented per household at one time, regardless of the number of carded Members living at that household. The exception are paddle boats. Only 2 paddle boats can be rented per household.
- (h) The following behaviour is **not permitted**:
 - (i) horseplay or swimming from boats;
 - (ii) capsizing or jumping off of watercraft (those using stand up paddleboards may climb on and off while in the water in a safe and controlled way, at their own risk);
 - (iii) operating any watercraft in an unsafe manner; and
 - (iv) docking/beaching the watercraft at locations other than the designated SSRA Boat Dock.
- (i) You must return to the dock immediately if SSRA staff sound the air horn. All watercraft must immediately be brought ashore if potentially hazardous conditions arise such as lightning, dangerous winds or storm conditions.
- (j) Boats must be used outside of the designated swimming area only.
- (k) Watercraft users must immediately adhere to Staff and Boat Patrol instructions at all times.
- (l) There is a 60-minute maximum time limit for all watercraft rentals. The hours for use of Boat Rentals will be posted from time to time and no Member or other person will be permitted to use them except during the hours specified.
- (m) Any equipment that is damaged should be returned to the dock immediately and the appropriate staff member notified.
- (n) Nannies (or other childcare providers) are not permitted to rent boats unless they are also Members.

- (o) Fishing is allowed from the SSRA Rowboat, canoes, and sit-on style kayaks only.
- (p) Those wishing to use the SSRA sailboat must be Members (not the guest of a Member) and must provide proof of certification proving operating competency from an SSRA-recognized trainer.
- (q) Members may use their own personal non-motorized watercraft on Lake Summerside, at the discretion of SSRA staff. SSRA staff may refuse the use of personal watercraft if, at their discretion, they feel the watercraft is unsafe for the user, or for other users of the Amenities, or if it may be a disturbance to other users.
- (r) Boats used in foreign waters must be cleaned prior to launching, to prevent contamination of our Lake.
- (s) The SSRA strongly recommends the use of life jackets/PFDs when users bring their own watercraft. However, all users use the Amenities at their own risk.

9. FISHING

- (a) All fishing will be done at a Member's own risk.
- (b) Fishing privileges on Lake Summerside are restricted to Summerside Members, and guests fishing with a Member present.
- (c) The daily catch limit is two (2) Trout per day with a monthly limit of twelve (12) Trout. Any Trout caught by guests will be included in the Member's household limit. Note at this time, there is no daily limit on the amount of Perch that may be caught per day by Members or their guests.
- (d) Membership Cards are to be turned into the Gatehouse while fishing within the main park. While fishing from all other approved areas, each Member must carry his or her Membership Card, unless it has been used to sign out the SSRA Rowboat, canoe, or sit-on style kayak.
- (e) Fishing is allowed from Entry Park, the Beach Club Fishing Dock, and the Fishing Cove locations only. Fishing will also be allowed from the

SSRA rowboat, canoes, and sit-on style kayaks. Members may fish from their own watercraft upon approval from SSRA staff.

- (f) Members who have the encumbrance-based access to SSRA shared access docks, or who live lake-front and have their own private dock may fish from there as well.
- (g) All fish caught must be reported to the Gatehouse before the return of the Membership Card. Catch limits and reporting allow for proper management and restocking, which creates an enjoyable experience for all.
- (h) If fishing from approved areas outside of the main park, Members must still report any fish caught to the SSRA by either calling the Association or emailing reception@lakesummerside.ca.
- (i) No live bait or nets may be used to catch fish. Power bait or any other live bait simulator is also not allowed. Only barbless hooks may be used.
- (j) Only one (1) fish line per person is permitted. Unattended fishing lines or equipment will be confiscated for violation.
- (k) No cleaning of fish is permitted on any Lake Summerside Amenities or property.
- (l) Propane heaters are permitted while ice fishing. The maximum allowed size of propane bottle is 5 pounds, and no exposed flame is allowed.
- (m) Only hand-powered or battery-powered electric augers are allowed.
- (n) No live fish may leave the park.
- (o) Random tackle box checks may be performed before and after entering the lake to ensure all rules and regulations are being followed.
- (p) Fishing is not permitted from any undeveloped or unoccupied lot on Lake Summerside.
- (q) Fishing is not permitted from the boat docks or along any portion of the beach swim area.

- (r) Ice fishing tents are permitted; however, it must not be a permanent structure of any kind, and must be taken down each day. All park rules, including alcohol consumption and smoking, must be followed while using a tent.
- (s) The SSRA may change these rules without posted notice. Instructions of SSRA staff must be followed while fishing on the Lake.
- (t) 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 prior notice, to suspend fishing rights in the lake for a period of time as the Association, in its sole discretion deems necessary or prudent. Notice of any temporary suspension of fishing rights shall be posted on the Association's website and on signs posted in the park.

10. LAKE ACCESS AND 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 in the access way for extended periods of time. No overnight storage is allowed.

11. 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 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.

12. SWIMMING

- (a) No lifeguards or supervision is provided and Members and their guests swim at their own risk.
- (b) Swimming is prohibited from the marina dock and the fishing dock.

- (c) A designated swimming area – buoyed marked area will be established when conditions permit.
- (d) Boating, kayaking, windsurfing etc. is prohibited within in the swimming area.
- (e) All swimmers must immediately adhere to Staff and Boat Patrol instructions at all times.
- (f) Due to the potential for fishing debris in the area, swimming is not recommended in the areas around the Entry Park shoreline and dock, or along the shoreline of the designated Fishing Cove area in the southeast portion of the lake.
- (g) Diving and/or jumping from docks is prohibited.
- (h) The Association is not responsible for any incidents, accidents, or injuries, regardless of whether they arise from non-compliance, or otherwise.

13. SCUBA DIVING

Please contact the office for further information regarding scuba diving.

14. WINTERS SPORTS

The Association may, from time to time, prescribe rules related to the use of the Summerside Amenities for non-motorized winter sports. Please contact the office for further information.

15. TENNIS/ PICKLEBALL

- (a) Court 1 can be booked up to 3 days in advance online at www.lakesummerside.ca. Court 2 is first come, first served. If Court 1 is not booked, it will also be first come, first served.
- (b) The maximum time limit on a court, if others are waiting, is 60 minutes.
- (c) Courts are to be used for tennis/ pickleball only.
- (d) Soft-soled court shoes are required to prevent injury and damage to the Courts.
- (e) Chairs and other hard objects are not permitted on the courts.

- (f) Jumping, sitting, or leaning on the tennis/ pickleball nets is strictly prohibited.

16. TRASH

All Trash shall be deposited in the receptacles provided or shall be carried away by the Member from the Summerside Amenities. Littering is prohibited.

17. SMOKING

Please help us keep the Amenities and facilities clean by not smoking while on the premises. Smoking and vaping is prohibited in all areas, with the exception of SSRA designated smoking areas, which are located outside of the Beach Club Gates.

18. INTEGRATED PARKLANDS

No person shall at any time have or take onto the integrating parklands (as shown on Exhibit 1 of the Summerside Management Agreement)

- (a) Any glass bottles or any other glass product.
- (b) Any intoxicating liquor, drug or similar substance.
- (c) Any vehicle (but bicycles shall be permitted)
- (d) Any open fire.
- (e) Any motorboat.
- (f) Any snowmobile.
- (g) Any parked vehicle.

19. STAFF/SECURITY GUARD

The staff/security guards' duties are to enforce these Rules 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 supervisors or babysitters and are not responsible for monitoring Members' or guests' personal items or belongings. The staff, security guards, and Association are not responsible for any lost or stolen items.

20. Fines for Violations of Community Rules

A) Purpose

To encourage compliance and ensure community safety, the Summerside Residents Association may impose fines on residents and their guests who repeatedly violate the community's rules.

B) Definition of Repeat Violations

- A repeat violation is defined as committing the same infraction more than twice within a six-month period.

C) Fine Schedule

- **Unauthorized parking:** \$50 per occurrence after the first warning.
- **Trespassing by non-residents:** \$100 per occurrence.
- **Unauthorized access to community facilities** (e.g., entering the park without a pass): \$75 per occurrence.

D) Collection of Fines

- Fines are payable within 30 days of issuance.
- Failure to pay fines within the specified period may result in additional penalties, including the suspension of community privileges until the fines are settled.

E) Appeals Process

- Residents may appeal fines by submitting a written request to the General Manager within 14 days of receiving the fine.
- The Board will review appeals and respond within 30 days.

F) Enforcement

- The management team is responsible for enforcing these fines.
- All violations and fines will be recorded and maintained on file for future reference.

G) Amendments

This policy may be amended by the Board of Directors as needed.

21. AMENDMENTS AND AUTHORITY

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

Notwithstanding what is set out in these Rules, or if no rule exists to address a particular situation that arises, it may be necessary for the General Manager of the Association to use the General Manager's reasonable discretion to temporarily or permanently resolve an issue requiring prompt attention, and the General Manager is authorized to do so. The General Manager shall only make a discretionary decision that does not comply with these Rules when the matter is time-sensitive and the General Manager has determined that the discretionary decision is in the best interest of the Association and the majority of any Members, guests, and Staff involved.

22. ARTICLES

These Rules shall at all times be subject to the provisions of the Association's Articles, including Article 6 thereof.

All capitalized terms not otherwise defined in these Rules shall have the meanings given to them in the Association's Articles.

23. GENERAL

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

24. 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 and their guests. This clause applies whether

the injury, loss or damage to a person or property is caused by any act of negligence or omission of the Association, any employee, or any other person.

By using the Summerside Amenities, each Member and each guest voluntarily assume all risks to themselves, or their personal property arising from the 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 an agent for the Released Persons.