

# 2023 RULES





## RULES

**2023**

### ***Responsibilities and Application***

It is upon the Board of Directors to define the Rules herein, to ensure their distribution and to determine any actions related to them. The Board of Directors may repeal or amend these Rules or limit their application, in whole or in part, without advance notice.

The employees and the members of the Board of Directors are the only people responsible for the application of the Rules herein. It is their responsibility to choose, on a case-by-case basis, or measures that must be taken to ensure compliance with the Rules on Coop property.

When applying the Rules, the following priorities will be considered:

- the security of people, buildings and property;
- the protection of the Coop, its reputation and that of its members;
- the respect of individuals and the tranquility of the place.

Members must report any violation either:

- immediately by informing an employee, or
- later in writing (by email or regular mail) to the President or Secretary of the Board of Directors.

[info@clubkensingtoncoop.com](mailto:info@clubkensingtoncoop.com)

President of the Board of Directors Cindy Gascon 244 Meadowlilly Road Ottawa, Ontario, K1T 4H3	Secretary of the Board of Directors Pierre Collerette 262 des Thuyas Gatineau (Québec) J9J 2S1
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All communications sent to the Board of Directors will be treated by the Board of Directors in consideration of laws and regulations in force at the time.

The current Rules cannot replace nor be substituted for a law or regulation, whether federal, provincial, regional, municipal, or other. It is everyone's responsibility to ensure he complies with

current laws and regulations: in no case can the Coop be held liable for the actions of its members or of their guests

### **Definitions**

**Living Facilities :** The living facilities are the cottages, lodge, camping sites (seasonal and daily) and any other resort.

**Guest:** an adult who is not a member of the coop who accompanies a member or is sponsored by a member to use the facilities or to circulate on the Coop's property.

**Spouse:** means married couples, civil union spouses or common-law spouses.

**Member's child:** a person less than 18 years old or an adult under 25 years old with valid proof of student status.

### **General**

1. Upon arrival at the Club, all members and their guests must:
  - (a) Register with an employee and sign-in on registration form
  - (b) Provide the names of occupants in the cottage, lodge or campsite;
  - (c) indicate the expected date of their departure; and
  - (d) Obtain pertinent documents related to cottages.
2. A member must ensure that he is in good standing with the club. A member who is indebted to the Coop cannot make a reservation, nor occupy a facility, nor benefit from services offered on Coop property.
3. A member may provide access to the Coop's facilities to one or more guests. In such a case, the member bears sole responsibility towards the Coop and is responsible for any breakage or faults attributable to his guests. The member must always ensure that his guests respect the Coop's Rules.
4. To have access to the Coop's facilities, a guest must identify himself to the employee by providing his name, home address, telephone number and, if he has one, email address.
5. Members and their guests are responsible for their personal effects, including boats and their content. In no way can the Coop be held responsible for missing or stolen articles.
6. It is strictly forbidden to use a crossbow, shotgun, rifle or any other explosive on Club property. The bow is allowed in specific places see hunting section in these rules

### **Environment**

7. Members and guests must adopt a behavior that is respectful of the environment, leaving behind no waste and leaving no trace of their passage on Coop's property, in the forest, on the shores or in the water.

8. Kensington Lake remains the main source of running water. Members and their guests must report any problem situation or any spill:
  - (a) No soap or detergent is permitted in Kensington Lake;
  - (b) No chemical product is to be released into the Lake;
  - (c) The water from Kensington Lake is not treated - it is not potable.
9. The banks, shores and beaches must not be altered.
10. Trees must not be cut.
11. Unless the Board of Directors gives you permission or unless you are helping an employee to complete this task, a member or guest cannot in any circumstance undertake on his own to modify, repair or in any way alter Cooperative property.
12. It is forbidden to have facilities less than 25 meters from the edge of the lake, and the bank / land must remain intact within 10 meters from the lake.
13. Respect of tranquility and curfew:
  - (a) Members and their guests must respect their neighbours' right to privacy and to a peaceful vacation. Noise must always be kept to a minimum;
  - (b) Members and their guests must respect a strict curfew without noise from 11:00p.m. to 7:00a.m. the next day;
  - (c) The use of generators is tolerated (**68 decibels or less**) from **8:00a.m. to 10:00p.m.** between June 1<sup>st</sup> and September 30<sup>th</sup> and from **8:00a.m. to 11:00p.m.** the rest of the year.
  - (d) The schedule for using maintenance devices that generate noise is as follows: Friday, Saturday and Sunday from 10:00 a.m. to 12:00 p.m., from June 1 to September 30. Organized chores will be an exception.
14. The use of firecrackers or fireworks is prohibited unless approved by an employee by respecting the guidelines of SOPFEU.
15. Dogs are allowed on Club property according to rules in place for the year in progress. The dog owner must sign the Dog Policy document during each of his/her visit. If you are a member who paid the yearly dog fee then you will be asked to sign the policy on an annual basis.

### **Vehicles**

16. All vehicles must circulate at a maximum speed of 10 km/hr at all times.
17. All vehicles must circulate on the roads or trails identified and maintained for that purpose.

18. On the Coop's property, the use of all-terrain vehicles (ATVs) must be for task-related purposes (lowering a boat, transporting wood, moving towards the trails off Club property) and not for recreational purposes.
19. No ATV circulation is tolerated near the lodge. Only special permission granted by the caretaker or Board of Directors can allow driving an ATV off designated trails.
20. The use of ATVs is prohibited from 10:00 p.m. to 7:00 a.m. the next day.
21. It is forbidden to store a vehicle, boat or equipment on the Coop's property without having obtained permission from the Board of Directors or the employee.

### ***Vacationing***

22. Check-in and check-out must take place according to prescribed hours or charges for an extra day may be billed.
23. Garbage must be left in the garbage bins situated on the main road.
24. Any breakage of property, equipment or furniture belonging to the Coop must be mentioned to the employee to enable repair or replacement if required.
25. A member is accountable to pay for any breakage or damage to Coop property caused by him/her, his/her spouse, children or guests.
26. It is forbidden to smoke in the cottages (tobacco, vaping, cannabis).
27. It is prohibited to light fires on Coop property anywhere other than in designated areas, while respecting SOPFEU guidelines.
28. A person who lights a fire on Coop property, including the central fire pit: is responsible for the fire or must name a person responsible for overseeing the fire; ensures that permission from the employee has been obtained to make a fire; sees that the fire is under control at all times and that the fire is well extinguished before leaving it.
29. Reservation of facilities and early departure of a member or guest:
  - (a) To use the facilities a member is obligated to make a reservation;
  - (b) During the high season, reservations are for a minimum of one week unless the reservation is made less than 30 calendar days before the expected arrival date (applicable to reservations made after the Annual General Meeting for cottages);
  - (c) During long weekends, members and guests must pay for a minimum of three nights (even if the facility is not occupied);
  - (d) The employee is required to charge a member for all the days he has reserved;
  - (e) There is no reimbursement for early departure - the member must pay for all the nights he has reserved;
  - (f) All other items are charged according to the price list that is currently in place.

30. Members wishing to cancel a reservation must do so at least 30 calendar days prior to the beginning of the stay. After this period the member will be responsible for paying the minimum staying charge if the facility remains vacant (please see guidelines on renting cottages during high season).
31. During Coop activities (work parties, social activities, tournaments, etc.) the cottages are reserved for members - a guest may occupy a cottage only if he accompanies a member in his cottage.

### ***Vacationing - Cottages***

32. No member or guest may check into or enter a vacant cottage without agreement from the employee.
33. Check-in time for a cottage is 3:00p.m. A member or guest may check into his cottage before this time if the cottage is vacant the expected day of arrival AND he has the employee's consent.
34. When a member or guest checks into a cottage, he must inspect it and complete the form «Checklist for cottage cleaning ». Failure to do so could result in the member being charged for any breakage or missing equipment discovered during inspection of the cottage by the employee.
  - (a) A member is required to pay for breakage or damage caused by him/her, his/her spouse, children or guests, unless he reports it to the employee within 24 hours. If the damage is significant he will nevertheless be required to pay.
  - (b) A member who reports broken or missing equipment in the cottage at the time of taking possession within 24 hours of checking-in will not be required to pay for the replacement.
  - (c) Only the Board of Directors can take corrective action (cancel or reduce an invoice, reduction, granting of freebies) or take punitive action (supplementary bill, suspension, exclusion) in addition to the usual billing described above.
35. BBQ - only charcoal can be used in bbq's. The BBQ is to be used only for cooking and cannot be used as a fire-pit. Wood cannot be used in BBQ. Grills must be cleaned upon departure.

*Please note that ashes will be emptied by an employee of the Coop.*

36. The member is responsible for cleanliness inside the cottage he occupies and must keep the area surrounding the cottage safe and tidy.
37. After each rental, the employee will conduct a full inspection of the cottage. If deemed necessary, an amount of \$50 will be charged to the member for cleaning the cottage.
38. On departure day the member and his guests must:
  - (a) Fill the wood box (including kindling and newspaper);
  - (b) Clean and wash the appliances (fridge, stove, BBQ grill, toilet, etc.);

(c) Ensure that complete cleaning of the cottage is done;

(d) Submit to the employee

i. A completed form « Checklist for cottage cleaning »,

ii. Full payment for his stay,

iii. Keys to the cottage.

(e) You must leave the cottage by 1:00p.m. A member or guest can leave the cottage after

1:00p.m. If the cottage is vacant by obtaining permission from the employee.

*Please note that ashes will be emptied by an employee of the Coop.*

### ***Vacationing - Lodge Dormitory***

39. No member or guest can check-in or enter the lodge without employee consent.

40. The lodge dormitory may be reserved exclusively for members who rent it. A reservation with at least one week advance notice is necessary to have exclusive access to the lodge.

41. It is strictly prohibited to cook in the lodge. Anyone who wishes to have a meal prepared by the employee must make the necessary arrangements for the provision of food, preparation and service.

42. Check-in time for the lodge is 3:00p.m., and checkout is 1:00p.m. A member or guests may check into the lodge before this time or checkout later if the lodge is vacant the expected day of his arrival AND with the employee's consent.

### ***Villégiature – Camping Vacationing - Camping***

43. The Coop has a maximum of 25 seasonal campsites.

44. The only trailers permitted on the campground are those meeting regulations currently in place by (municipal, traffic laws, etc.) and are subject to approval by the Board of Directors.

45. Only one recreational vehicle is allowed per site. For a short duration and practical needs, the tenants can have another recreational vehicle on their land provided that this does not inconvenience any other tenants.

46. No extension of designated campsites is permitted beyond the sites identified and numbered without the authorization of the Board of Directors.

47. Members and their guests are responsible for keeping their campsite and surroundings clean and free of debris.

48. The Cooperative offers the following services related to the use of a campsite, and these, without additional charge to the camper:

(a) Non-drinkable water from the central tank;

- (b) Treatment of waste water (grey and black water) without piping to the septic tank;
  - (c) A drain-tank on wheels for the transport of waste water (the camper himself must drain his waste water);
  - (d) Emptying of the septic tank (every four years maximum).
49. Heating systems other than those prefabricated (wood stove, propane heater, etc) are prohibited (municipal regulation). In light of environmental risks, no liquid fuel heating system (gasoline, diesel or other) may be installed on a campsite.
  50. Members wishing to include their name on the waiting list for a seasonal campsite must do so in writing (electronic or regular mail) to the Secretary of the Board of Directors. When available, the campsites will be awarded on a first-come first-served basis. The board of directors has the possibility to derogate from this rule for exceptional cases.
  51. Use of an extension or veranda is accepted by the municipality only for current grandfathered tenants. If a campsite is proved to a new tenant, he must render it compliant with the requirements in place (municipal regulation).
  52. Any modification to the campground or any addition of equipment, shelter, shed or related construction must first be submitted to the Camping Director who can make a decision if standards or rules have already been established by the Board of Directors, ensuring that the member complies with the following provisions:
    - a. have the approval of the municipality on the specific project and notify the secretary thereof;
    - b. be covered by a separate permit if applicable;
    - c. send the documentation to the secretary of the coop who informs the director of the camping;
    - d. be paid by the member (permits, construction, alterations, demolition, etc.).

In cases where such standards or rules have not already been established, the member must submit his request to the Board of Directors and comply with the following provisions:

- e. the request must be made in writing and addressed to the secretary of the coop, after having discussed it with the director of the camping;
- f. be approved by the coop board of directors;
- g. have the approval of the municipality on the specific project and notify the secretary thereof;
- h. be covered by a separate permit if applicable;
- i. send the documentation to the secretary of the coop who informs the director of the camping;
- j. be paid by the member (permits, construction, alterations, demolition, etc.).



53. No open fires in the campground. Any camper who wishes to make fires on his campsite shall necessarily:
- (a) Make a written request to the Secretary of the Board of Directors;
  - (b) Have submitted the required proof of insurance to the Secretary;
  - (c) Use a commercially bought apparatus protected on 4 sides (with wire mesh doors or cover) and equipped with a spark guard, and that meets the regulations of the municipality of Déléage;
  - (d) Obtain approval of the location of his fire by the employee or by the campground representative. If no location is deemed safe on the campsite in question, fires will not be permitted on this site.
54. If, before the end of rental period for a seasonal campsite, for whatever reason, the camper no longer carries out camping activities on the site or if he removes his equipment from the site, the camper provides the following guarantees to the Coop.:
- (a) The camper will pay the rental to the Coop until the end of the rental period.
55. A proof of insurance covering property and personal liability must be provided before being allowed to occupy a seasonal campsite (at the latest by May 31 of the year of occupation if the site is not occupied before this date). The proof of insurance must be sent by regular mail or email to the Secretary of the Board of Directors.
56. Installation of plastic over windows of extensions is prohibited in the summer season. However, installation of plastic is authorized to store and protect the extensions when the campground is closed for the season (municipal regulation).
57. If a tenant decides to leave the campground, he must take with him any non-compliant structures, and is prohibited from selling them to a third party (municipal regulation).

### **Lake**

58. Water skiing is permitted on Lake Kensington with the exception of the main bay, in which water skiing is only permitted between 12:00 p.m. and 5:00 p.m. Boats and skiers must stay at 200 feet (60 meters) or more from the Lake shoreline along Club property.
59. Members will be held responsible for the cleanliness and good condition of boats that they rent.
60. Members cannot leave their boat at the main dock or on the beach when they are not present at the Club for more than 3 days.
61. Sea-doo's are forbidden.
62. It is the responsibility of the member to ensure that his outboard motor meets the specifications of the rented boat (number of passengers and weight).
63. Boat speeds must be reduced to « slow » 200 feet (60 meters) before arriving at a dock.
64. Any member camping on the islands is responsible for cleanliness of the location.

### ***Fishing***

65. Members who visit small lakes must sign the register to this effect. Upon return, they must also enter their catches on the register.
66. Keys for the boats to the small lakes are limited to two per cottage. A boat on a small lake can be reserved only for one day at a time. This same boat may be reserved the next day after 1:00p.m. if no one has made a request for it.
67. A reservation for a key to a boat may be made one day in advance and must be made during the normal working hours of the Club employees. A reservation can only be made by a person present at the Club.
68. Before leaving a small lake, the member must ensure that the oars are well chained to the boat and that the boat is clean and well locked. Users must report any broken or missing equipment at the small lakes.

### ***Hunting***

69. All harvested game, small or big, as well as migratory birds such as ducks, geese, etc., shall be reported on the forms provided for this purpose.
70. All tree-stands and blinds for bowhunting are forbidden from the main and secondary Club roads.
71. All hunting between the fire line and the lake is prohibited. Only bow hunting is permitted on Club grounds and begins 200 feet on either side of the main road (entrance) and from 1000 feet before the stop. Crossbows are prohibited in the bow hunting area.
72. During big game hunting season, use of ATVs is reserved exclusively for getting to hunting areas.

### ***Complaints***

73. The member who wants to make a complaint must send it to the secretary by email or by mail as soon as possible.

