

CANOE WHITEFISH CLUB

Rules and Regulations

Updated February 2020

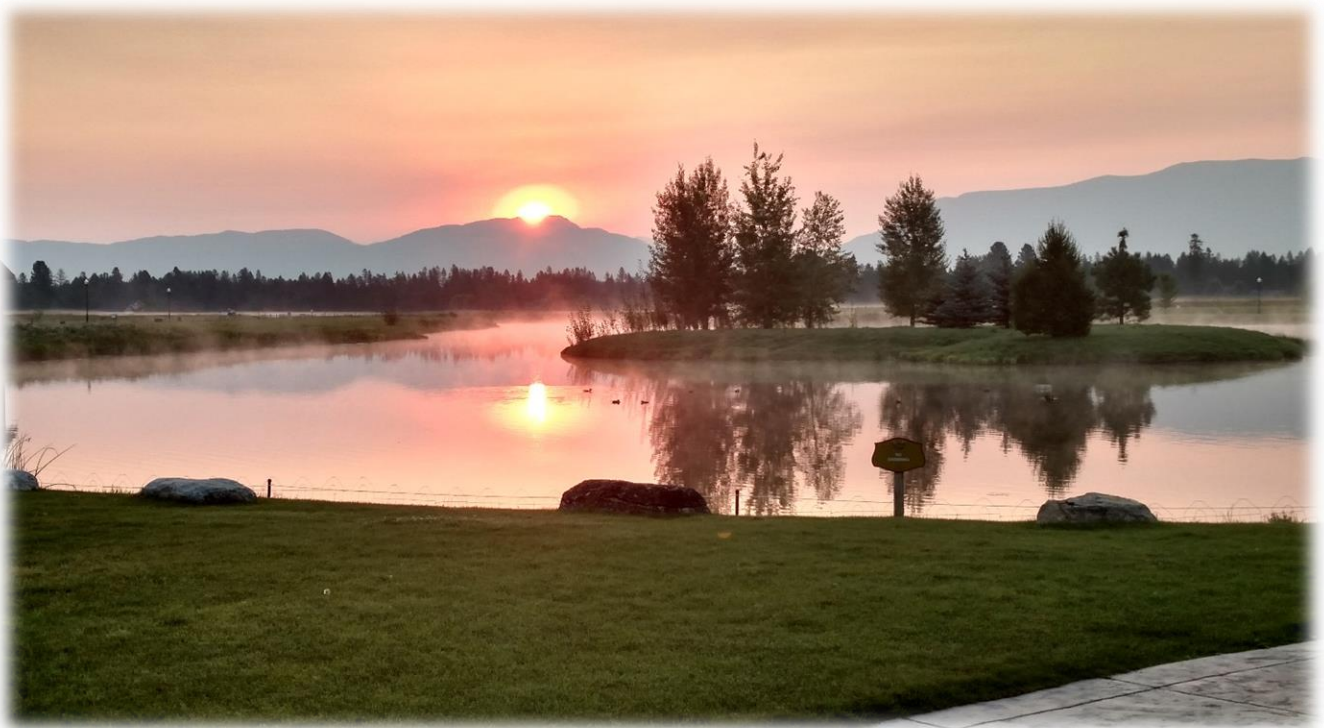




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MISSION STATEMENT

To conduct the Canoe Club's business and the discharge of its responsibilities in accordance with its Rules & Regulations.

To preserve the character and integrity of the Canoe Club community by enforcing the responsibilities contained in the Rules & Regulations and the Declaration of Covenants, Conditions and Restrictions applicable to the Canoe Club and its Homeowner Properties.

To exercise prudent fiscal management while maintaining the proper level of Community services and preserving the assets of the Canoe Club.

To enforce by prescribed legal means the collection of delinquent Association dues.

To respect issues raised by Homeowners and give those issues a fair hearing.

To maintain a safe and friendly environment for all Homeowners to enjoy the Canoe Club.

To maintain and operate The Canoe Club as a private/members only facility.

General Information

Terms for Membership Usage

The following rules and regulations ensure efficient, safe and sanitary operations of the Canoe Club for the protection of members and guests, and to ensure their enjoyment of the facilities.

- Each member is required to sign in when they enter the club.
- The membership owner is responsible for ensuring that members and guests observe and comply with the rules, regulations and the direction of the management team.
- THE CANOE CLUB DOES NOT PROVIDE LIFEGUARDS OR SUPERVISORY SERVICES. MEMBERS USE THE CLUB AT THEIR OWN DISCRETION AND RISK.
- The use of controlled substances; gambling, abusive, obscene or profane language, fighting, excessive use of alcohol, or other offensive or illegal actions is strictly prohibited.
- Animals are not allowed on unless they meet the ADA service animal requirements.
- A copy of the rules and regulations booklet is available on the Club's official website www.lakeshoawhitefish.com.

Hours of Operation

The Canoe Club is open from 6:00am to 11:00pm every day. The office is open from 9:00am to 5:00pm Monday thru Friday. The office can be reached by calling 406-863-2691.

Age Requirements

No one under the age of 14 is allowed in any area of the clubhouse (including but not limited to: pool, hot tub and fitness center) without direct adult supervision. Members children under the age of 18 may not host guests at the clubhouse after 5:00 p.m., unless accompanied with an adult member. An adult is defined as a person 18 years of age or older.

Security

Our enhanced key entry security system at the *Canoe Club* is referred to as an "Access Key." Your Access Key is a durable device for keyless entry into secure areas. This system documents the time and entry by each member. These devices are nearly impossible to duplicate, making unauthorized access very unlikely. When an Access Key is lost or stolen, it can be deactivated to prevent unauthorized users from accessing the Canoe Club.

1. Each member will receive **two Access Keys**. Members (or an authorized representative) must pick up Access Keys at the *Canoe Club* Office and sign an agreement.
2. Access Keys work during *Canoe Club* hours (6am-11pm).
3. You may give your Access Keys to your guests who are staying in your home, but your guests must first register with the *Canoe Club* Office. Guests may not give Access Keys to third parties.

4. You may give your Access Keys to tenants/agents but your tenants/agents are not allowed to give Access Keys to a third party. Tenants/agents must be present with all guests at the clubhouse or fitness center.
5. You are responsible for all guests/tenants/agents to whom you provide an Access Key. You are responsible for ensuring your guests/tenants/agents are aware of all rules, regulations, and all Canoe Club regulating documents. If these individuals violate any rule, regulation or provision, you will be responsible for the consequences associated with such violations, which may include loss of privileges and payment of fines or damages.
6. If your Access Key malfunctions, it will be replaced at no charge.
7. If you lose or misplace an Access Key, please notify the *Canoe Club* Office immediately. There is a \$100 (each) charge to replace your Access Key. You are responsible for issues or damages that arise in relation to your lost or stolen Access Key, between the time you lose your Access Key and the time you report it to the Canoe Club Manager as lost or stolen.
8. Accidental damage to your Access Key will be assessed a nominal fee.
9. If you move out of the community, your Access Keys need to be returned to the *Canoe Club* Office or be left in the home for the new owners to register with the Office.
10. The Canoe Club has 24-hour video monitoring systems. Cameras are used to ensure the security of the membership, tenants and their guests.

Guests

Each household may have up to 10 guests (including children) at the clubhouse at any time. Members children under the age of 18 may not host guests at the clubhouse after 5:00 p.m., unless accompanied with an adult member. If more guests are desired, a party reservation must be made. Please see 'Rental of Clubhouse' for information. Members are responsible for ensuring that all of their tenants/guests observe and comply with the rules and regulations in this handbook.

Pool & Spa

Operating Hours

Pool & Spa 8:00am to 11:00pm (7days/week); Quiet Hours 9:00pm-11:00pm

- Weather permitting, the pool will be open Memorial Day weekend through Labor Day.
- The Spa is open year-round.

Pool & Spa Rules

1. NO LIFEGUARD ON DUTY -- the use of the pool and spa is at your own risk.
2. Entry to the pool complex is through the front door of the clubhouse. Each member is then required to sign in when they enter the club.
3. Children under 14 years of age must be supervised at all times by an individual who is at least 18 years of age. That individual must remain in the pool area with the child and be responsible for full supervision of the child. The maximum number of children supervised by an individual is four (4). No children will be left unattended in the pool area.

4. **Excessive noise is not permitted.** This includes screaming, yelling, loud phone calls, loud music, etc. Please ensure that your children do not interrupt the peace and quiet that most members like to enjoy at the pool.
5. No one is permitted to swim in any lake. All swimming shall be in the pool or hot tub.
6. Eating at the tables around the pool is fine as long as it does not create any trash/safety/health issues. Beverages must be in plastic or metal containers. Glass containers are strictly forbidden. Food wrappings and other trash must be placed in the designated trash containers.
7. No person shall use the pool unless it is open. Unauthorized swimming while the pool is closed will result in the suspension of pool privileges for the season.
8. No glass or sharp, breakable, or otherwise hazardous objects or toys are permitted. Plastic swim masks, goggles and unbreakable eye or sunglasses are permitted.
9. Toys or balls, inflatable devices and swimming accessories are allowed if they do not interfere with the safety or enjoyment of any other member.
10. In the spa, inflatables, life vests, water wings, noodles, individual rafts and all other water toys are prohibited.
11. No water balloons allowed at the clubhouse and in the pool area.
12. No person shall use the pool if he/she has a skin disease, open sore, excessive sunburn, sore or inflamed eyes, cold, nasal or ear discharge, and communicable or contagious disease, or who is wearing bandages of any kind.
13. All individuals must shower before entering the pool.
14. All individuals, including children, shall wear appropriate swimming attire. Shorts or cut-off jeans are not appropriate and are not permitted in the pool. Children who are not toilet-trained must wear swim diapers.
15. Spa heat stroke warning - adults are limited to 15 minutes in the spa and no children under age 5 years allowed.
16. Lounge chairs are not reserved for the day. If most of your time is spent swimming, please allow someone wishing to sit or sunbathe to use the lounge chair.
17. Pool users must not endanger the health or safety of self or others. Examples include: jumping off the side of the pool, sitting or standing on the shoulders of another person or doing cartwheels. No jumping or diving of any kind, including from the waterfall. Any parent or adult supervising children allowing these activities is in violation of Club rules.
18. Moderate use of alcohol should be discrete. Controlled substances are strictly forbidden.
19. **In case of an emergency call 911.** There is a phone in the clubhouse kitchen.

Barbecue Grill

The Gas Grill, located outside of the kitchen door, is open year-round. Use the igniter button to light. The grill cannot be reserved and is available on a first-come first-served basis.

1. Please clean grill and grilling area after each use.
2. Check the surrounding area for flammable debris.
3. Supervise children around the hot grill.
4. Please make sure all knobs are in off position before leaving the grilling area.
5. Please be courteous with your time if others are waiting to use the grill.

Theater Room

Blu-Ray, DVD, Netflix, and TV are available in the Theater Room and are operated by using a touch screen panel on the left-hand side as you enter the theater.

Please limit the number of times you reserve the theater room. Reservations cannot be made consecutively and are limited to four hours. Reservations cannot be made more than 30 days in advance. Those who make a reservation and do not arrive within 30 minutes of the reserved time will forfeit their reservation. Please remove all trash, turn off the theater equipment and turn off the lights when you are finished.

The Theater Room may be reserved at www.lakeshoawhitefish.com. Members need a login to access the online reservation calendar. Contact the office to obtain your login information. To change or delete your reservation, please do so using your login online. Be sure when you make a reservation that there is not already one at the same date/time. Please report any technical problems to management immediately.

Exercise Room

Rules of the exercise equipment are posted in the exercise room. No persons under the age 14 are permitted in the exercise room. Person between the ages of 14-17 are allowed so long as are accompanied by a member parent or adult guardian. Damage to equipment resulting from its misuse or abuse will be charged to the member.

Particular care should be taken not to bang the weights of the weight machine, as this will damage both the weights and the machine. Equipment problems (or missing components) should be promptly reported to the Manager.

Do not use damaged equipment as this could cause further damage or injury. All members using the exercise equipment must abide by the following rules:

1. Be courteous to fellow members when using the machines.
2. Use the machines correctly and avoid abusing the equipment.
3. Leave the machines in start-up position, if possible.
4. Tobacco products, food or drink (other than water) are not allowed.
5. Do not allow water to come in contact with the machines – if water is accidentally spilled, please wipe it up immediately.
6. Please dry yourself before using the equipment. No wet swimsuits are allowed on the machines.
7. Only clean, non-marking athletic shoes are permitted.
8. Please be considerate of others by wiping down the equipment after each use.
9. Turn off machines after completing your exercise regimen.
10. Turn off lights, television & fans upon exiting the exercise room.
11. Please report any equipment problems immediately.

Rental of Clubhouse

All Reservations are made online at: www.lakeshoawhitefish.com with a user name and password that The Canoe Club office has set up for each owner.

1. RESERVATION AREA & LIMITATIONS -The area being reserved by the Member is limited to the Activity Room (sitting area & kitchen) and separately the Theater Room. During the summer, parties may use the pool area, so long as it does not interfere with the enjoyment of others. Reservations may not be made on: *New Year's Eve, New Year's Day, Super Bowl Sunday, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving Day, Christmas Eve & Christmas Day.*
2. TIME LIMITS - Private Party Reservations are limited to a maximum of four (4) consecutive hours, unless prior approval by the board. Parties are subject to the normal operating hours. All parties/persons must end/exit by 11:00 pm.
3. HOST RESPONSIBILITY - Canoe Club Members or their tenants may rent the Clubhouse if they are present at all times during the rental period. Clubhouse guest entry must be monitored by the Member, as the doors are locked at all times. All persons given entry by the Member or their guests are the responsibility of the Member. A Member contracting for private use of the facility must be in attendance at all times and is responsible for monitoring guests as it pertains to the noise level, privacy and safety of surrounding residents. Tenants who desire to reserve for a party must have the Lessor/Member approval, signifying their agreement to the terms set forth herein, and accordingly, both parties agree that they will be individually responsible for any breach of this Agreement. *Note: Rental of the Clubhouse by a resident for use by someone other than a resident is strictly prohibited. No third-party rentals allowed.*
4. NOISE - All music and other noises must terminate by 10:00 pm.
5. CLUBHOUSE USAGE - Furnishings and kitchen supplies are available for the Member's use. If other chairs or tables are needed, please contact a rental company. Decorations may not be glued, taped, tacked or nailed to walls or ceilings. Window coverings of any kind may not be placed on windows or doors, other than existing curtains/blinds. Parties may not be used for sales or fundraising functions that are open to the general public.
6. CLEAN-UP – Members are responsible for removing trash, debris, decorations and supplies at the end of the function. Place trash in the receptacles inside the building. Your non-refundable fees are for normal use only; fees do not cover damages. Your fees pay for cleaning of the Canoe Club after your usage.
7. ***Reservation Form must to be completed prior to a party.***
8. FEES & GUEST LIMITS – Reservations for <10 people will not be charged a fee. There is a **non-refundable fee of \$100 for parties of 11-25 people.** For **parties of 26-60 people, the fee is \$200**, with the option to add additional approved hours, over the 4 hours, for \$250 per additional hour. Fees are subject to change and are due a week prior to the event, or the reservation will be canceled. The Member is responsible for ensuring that there are **no more than sixty (60) attendees.**
9. *Despite the terms of this Agreement, if the Member does not, or fails to, reserve the Clubhouse for an event with more than ten (10) attendees, then the Canoe Club reserves the right to bill, and hold responsible, the organizing Member and/or the attendees for cleaning charges, even if this Agreement has not been executed. Further, such party(s) will be responsible for resulting damages.*

10. SECURITY DEPOSIT - A **\$500 refundable** security deposit for 11+ people is due least 3 days prior to the event, or the reservation will be canceled. The deposit (part or all) will be forfeited if:

- a. Any of the outlined rules in the signed contract are not adhered to
- b. Any of the clubhouse rules are not adhered to
- c. The Whitefish Police Department is dispatched for any disturbance
- d. Alcohol is served to or consumed by minors on the premises
- e. Any damage is caused including, but not limited to, clubhouse furnishings, exterior grounds, or any private party materials, including those provided by an independently contracted catering/supply service.

The Canoe Club will be clean and damage-free prior to use. The cleaning company will inspect for damages after your event has ended. If any damage is found, the member will be notified and the cost of such damage will be deducted from the security deposit.

No reservations will be taken from Members who are not in good standing with the Club, (i.e.) delinquent on Club or HOA dues, or whose Club privileges have been suspended. Deposits and rental fees are due within seventy-two (72) hours of making the reservations and should be tendered in a separate check for each. Payment not made within this time period will cause the reservation to be cancelled.

Catering Kitchen

The Canoe Club is equipped with a catering kitchen for use by those persons renting the Canoe Club who will be serving food and/or beverages. This kitchen is to be used only for food warming or serving. It is not equipped or approved for food preparation.

Users are expected to return the kitchen in the same clean condition in which it was found. Failure to do so will result in the cost of cleanup being deducted from the rental deposit.

Canoe, Kayak & Equipment

Canoes and kayaks may be checked-out from the front office during office hours. The boat house will remain locked and access will be given to those who complete an agreement giving access to retrieve and return equipment.

*Your signed agreement constitutes a Waiver and Release of Liability, whereby the member agrees to release, discharge, hold harmless, defend and indemnify **The Canoe Club**, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from a member's use of kayaking or canoeing equipment, premises or facilities or member's participation in kayaking or canoe sports activities.* By signing this document, the member acknowledges he/she specifically understands he/she (member) is releasing, discharging and waiving any claims or actions that he/she may have now or in the future, for the negligent acts, omissions or other conduct by **The Canoe Club**.

The member is capable of safely operating and handling the equipment and finds it in good order. Member represents that he/she has adequate skills, knowledge and experience to safely complete the activity and that adequate preparations have been made to ensure safe completion

of trip. Member shall bear all risk and responsibility of and for all damage, loss or theft of the equipment including, but not limited to, vandalism or theft, and shall pay The Canoe Club the full cost of repair or replacement. Member shall return equipment in the condition in which it was received. Charges for repairs, labor and cleaning will be assessed if equipment requires repair or cleaning. Member agrees to clean dirt and debris from equipment. Member agrees to use all equipment for its designed purpose only.

RECOGNITION OF RISK: Member expressly acknowledges that kayaking and canoeing are activities with inherent risks of injury to persons and property. MEMBER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Member acknowledges that PFD's (Lifejackets) are made available and that ALL USERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT. Member understands that use of a PFD does not remove all risks of injury; nor does PFD use make kayaking or canoeing safe activities. MEMBERS EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.

Vehicle and Bicycle Parking

Parking is located in front of the Canoe Club. Marked handicapped spaces are to be used only by vehicles with handicapped parking identification. A bicycle rack is adjacent to the parking area. Bicyclists should bring a lock to secure bikes as the Canoe Club assumes no responsibility for theft or damaged bicycles.

Violation of Rules

All Members are urged to read the Club rules and if they do not understand any portion of them to contact the management team. The Club Management and Club Board Members will be responsible for the enforcement of all Club rules. All Club Members should immediately notify Club Management or a Canoe Club Board Member if they believe a Club rules are being violated.

Users found in violation of the rules and regulations set forth herein, found vandalizing the property or exhibiting aggressive and threatening behavior are subject to any or all of the following: expenses incurred for damages, cleaning charges, payment of fines, immediate suspension from the Clubhouse and/or other privileges.

The following procedures will be followed for general rule violations and/or other expenses incurred for as a direct result of the violation:

- 1st violation: Written Warning; potential fine for damages
- 2nd violation: 30 Day Suspension of Club privileges; potential fine for damages
- 3rd violation: Board imposed suspension of up to 1 year; potential fine for damages

Club Members who are not current with their dues will have all privileges suspended and access cards deactivated. Upon receipt of payment, Club privileges will immediately be reinstated.

Glossary of Terms

1. Unless specifically provided otherwise, the word “pool” in these Rules and Regulations includes both the pool and the hot tub. The phrase “pool complex” includes all Canoe Club Recreation Center areas, which are normally available for access and use by the member and his or her guests. The term “pool enclosure” is the area inside the pool fence.
2. For the purpose of pool rules and regulations, an adult is defined as a person at least eighteen (18) years of age.
3. “Member” is defined as those residents maintaining membership in the Canoe Club and those family members’ dependents living at that same address.

Disclaimer

The Canoe Club Board of Directors, in conjunction with the Management Team, is the enforcing authority of these Clubhouse Rules & Regulations. The Board of Directors reserves the right to make changes to the Handbook without advanced notice to Membership.