

# CEDAR SPRINGS COMMUNITY CLUB

## Rules and Regulations

Approved by the Board July 31, 2002 and the Members August 22, 2002  
Fees Amended October 12, 2002, May 17, 2003, May 19, 2007, May 21, 2011 and annual October  
Members Meeting

### *Preamble*

A person becoming a Shareholder of the Club has agreed that he/she and family (Members) and guests will abide by the rules and regulations of the Club. These rules are established on behalf of the Shareholders and Members by the Board of Directors (Board) elected by the members and may be amended or repealed by the Board at any time subject to confirmation by the Shareholders.

### *1. Alcoholic Beverages*

The sale or consumption of alcoholic beverages on the Club property is prohibited except when approved by the Board as to place, date and time.

### *2. Church Service*

Attendance at the non-denominational church service is purely voluntary. The time of the service is approved by the Board and set out in the calendar sent out to the Members. However, out of respect for those attending the service, all golfers (members and guests) are requested to use the Ladies No. 1 Tee starting thirty (30) minutes before the beginning of the service until the end of the service. Also, it is requested that no organized activities or tournaments take place during the church service.

### *3. Club Fees*

Figures do **not** include applicable taxes:

Annual Dues (2010-2011) (including capital reserve)	\$3,340.00
Entrance Fee	20,000.00
Rental Application (fee per agreement)	200.00
Non-Shareholder Facility Fee (per seven days)	25.00
Daily Greens Fee (per person)	20.00
Hall Rental to Members Only	
(member is responsible for damage and cleaning)	
Full hall	575.00
Half hall	350.00

It is not intended that Members or their guests pay green fees. In order to moderate the inconvenience to other Members, green fees are applicable in circumstances outlined in section 13 below.

#### ***4. Cottage Rental***

Whether or not rent is to be paid, a Shareholder shall submit a Rental Application Form to the Club together with the required fee and receive approval prior to permitting his or her dwelling to be used by anyone without the Shareholder/Member present. Unless requested by the Chair of the Membership Committee, no Application or fee is required for rent-free use granted for fewer than seven days during any 12-month period. The following conditions apply:

- No dwelling is to be rented unless the lease is for at least one month to one family and the Rental Application Fee applies for each Application Form.
- If rent-free use is granted for seven or more days: (a) to another Member family, there is no fee; or (b) to a non-Member family, the Non-Shareholder Facility Fee applies for each seven days or part thereof.
- Seasonal residences, as defined under the Club's by-laws, shall not be rented during the off-season (November 1st to May 1st of the following year) and shall not be granted rent-free use in excess of six days during the off-season. (i.e. a Member's 60 days of off-season use privilege cannot be transferred to or used by another Member).
- The Shareholder is responsible for: (a) any fees; (b) the costs of repair of any damages to Club property caused by the Applicants; and (c) other losses incurred by the Club or a Member in connection with an Application or the Applicants.

#### ***5. Construction***

Under the Third Schedule of the General Building Scheme (the "Flatt Agreement") and By-law 15, Article 8, no Construction (as defined under By-law 15) shall commence until the Board approves in writing the final government agency approved plans, elevations and supporting documents. Preliminary plans should be submitted for review to the Design Committee. The final plans and specifications approved by all the governmental departments must be submitted to the Chairperson of the Design Committee for Board approval prior to construction being commenced. Construction of any kind during the months of July and August is subject to By-law 15, Section 8.01.

A signed Accountability Agreement and a construction deposit are required in order to protect the interests and property of the Club and its Members. The amount of the deposit required will be determined by the Board and administered by the Chairperson of the Design Committee.

The property at Cedar Springs is under the jurisdiction of the City of Burlington, the Niagara Escarpment Commission, and the Halton Region Conservation Authority.

#### ***6. Employees of Cedar Springs***

Any work that a Shareholder wishes to have done on his/her lot or premises by an employee of the Club must be first directed to the Board Representative (Operations) for approval and scheduling. If the Board Representative (Operations) decides that no employee is available, that decision is final. If an employee works for a member on his/her own time, no Board involvement is required. However, if equipment owned by Cedar Springs is needed for such work, the Board representative (Operations) must approve the work and all fees for the equipment provided shall be payable to the Club.

### **7. *Garbage Pick-up***

Garbage is collected on Monday mornings throughout the year with the exception of the statutory holidays that fall on Mondays. It will be collected on the following Tuesday morning when this is the case. Please use plastic bags only. There is a limit of two green garbage bags per residence.

### **8. *Lawn Mowing***

The mowing of private residence lawns is prohibited between the hours of 9:00 p.m. and 9:00 a.m.

### **9. *Tennis***

No tennis is to be played after 11:00 p.m. daily. Regulation apparel and tennis shoes should be worn at all times. Members are responsible for court maintenance (sweeping, rolling and watering) after usage.

### **10. *Trailers / Boats / Camping***

No trailer or boat shall be parked on the lot owned by the Shareholder or on any part of the land owned by the Club. No person shall reside in any trailer, tent, or boat parked on the lot owned by any Shareholder or on any of the land owned by the Club.

### **11. *Trees***

Trees are our precious heritage. Under the Third Schedule of the General Building Scheme (the "Flatt Agreement"), all trees and shrubs on Members' and Club lands shall be preserved as much as possible. Anyone planning to remove a tree(s) including Christmas type trees from his/her private property or the community property must obtain the written approval of the Board Representative (Environment) on behalf of the Club. Other outside agency permits that are required will be the responsibility of the member to obtain.

### **12. *Dogs***

Dogs must be chained or on a leash all year round within Cedar Springs. Dogs must be kept off the golf course and the beach. All by-laws and rules that pertain to dogs in the City of Burlington shall apply in Cedar Springs including the stoop and scoop by-law.

### **13. *Golf***

Subject to any additional rules established by the Golf Committee, the use of the golf course is limited as follows:

- (a) on Sunday morning to men 18 years and over between the hours of 8:30 and 10:00 a.m.
- (b) to women on Thursday morning from 9:00 a.m. and noon.
- (c) to senior men (60 and over) on Wednesday mornings from 9:30 a.m. to 11:00 a.m.
- (d) to children on Tuesday morning from 9:00 a.m. to noon.
- (e) Children under the age of twelve (12) may not use the golf course after 6:00 p.m. unless accompanied by an adult.

Drivers of golf carts must:

- (a) have a valid driver's license.
- (b) keep their carts off the designated tees and at a reasonable distance from all greens.
- (c) adhere to the directions of where the carts should go as designated by the Chairperson of the Golf Committee.
- (d) refrain from using carts after heavy or prolonged rain or whenever advised by the Chairperson of the Golf Committee.
- (e) maintain adequate insurance for non golf course use.

Green Fees and Golf Course Rentals:

- (a) Members and their immediate family (as defined in By-law 15) can play golf at any time.
- (b) Guests of Cedar Springs Members shall play free of charge anytime but their numbers shall be limited to seven *per cabin* per day. Members must accompany guests on the golf course at all times. The daily green fees of \$20.00 per person shall apply to additional guests. Seasonal play shall have a ceiling of 16 participants and shall not interfere with regularly scheduled community functions. The member shall submit guest fees to the Chairperson of the Golf Committee based on the honour system but failure to pay may result in loss of golf privileges for a period for the cabin, subject to a ruling by the board.
- (c) No non-member golf functions are to be held on weekends *anytime* with the exception of the firemen.
- (d) Non-member golf functions may be held on *weekdays* in the *off season* only and shall be limited to a maximum of 10 foursomes. A member of C.S.C.C. who shall attend the function shall sponsor such functions. Participants shall pay green fees of \$20.00 per day. Upon reserving the golf course for a function, the member shall submit a cheque dated on the function day for the amount of the golf fees expected. Adjustments for a difference in actual players will be paid (or refunded) immediately following the function.
- (e) Member golf functions over 16 in number held in the off-season shall be subject to the same rules as non-member functions.
- (f) Rental Procedures:
  - (i) Applications to rent the course should be made at least two weeks in advance to the Chairperson of the Golf Committee
  - (ii) The Chairperson of the Golf Committee must co-ordinate with the person in charge of hall rentals before approving the application.
  - (iii) Golf course rentals will be posted on the blackboard to inform the general membership (including the date of the event and the tee-off times). Tee-offs should occur in succession for no longer that two hours after which time the general membership resumes the privileges of the course.

#### ***14. Driving Vehicles in Cedar Springs***

- (a) The year-round speed limit shall not exceed twenty-five (25) kilometers per hour.
- (b) No one shall drive a motorized vehicle (including a golf cart) or automobile unless he/she is a licensed driver; if a beginner, he/she must have a temporary learner's permit and be accompanied by a licensed driver.
- (c) Snowmobiles, trail bikes, and all-terrain vehicles are not permitted on community property at any time of the year.
- (d) All shareholders must have all workers, guests, and members agree to drive their vehicles within the speed limit designated.
- (e) All vehicles of a gross weight of more than ten (10) tons are prohibited.

### ***15. Sale of Cottages***

Any proposed sale or transfer of ownership of a Member-owned property in the Community is conditional upon the transferee becoming a Shareholder/Member of the Club because the Flatt Agreement registered on title to each property requires it. Mortgages and any transfers between spouses or among family or other Members are also conditional upon Club approval under the Flatt Agreement. Any proposed registered owner(s) must be natural person(s) and **not** a company or trust and any co-ownership must be Joint Tenancy and not Tenants in Common.

An Applicant shall submit an Application for Membership and/or Consent for Transfer of a Property to the Club together with either: (a) the required Entrance Fee made payable to Cedar Springs Community Club (to be returned in full without interest should the purchase not proceed); or (b) request for a waiver of the Entrance Fee under Article 7 of By-law 15 (i.e. between Members and Immediate Family, including inter-generational transfers, transfers between spouses and for transfers to and from estates of deceased Members).

Acceptance for membership and approval of an Application is subject to successful review by the Membership Committee, acceptance by the Board of Directors and additional undertakings and terms and conditions which the Board may require in consideration of granting membership in the Club. In consideration of the Club granting membership and/or consent of transfer of a property, the Applicant must agree to pay the Club's legal fees and disbursements with respect to the sale/transfer application and any transfer of the property, to pay annual membership and other fees and to abide by and be bound by the Flatt Agreement, Club by-laws and rules, regulations and directions established from time to time. Completion of a transfer is conditional upon: the vendor paying all unpaid dues and fees (including related interest charges) and receiving Board approval; and execution at closing of documents (including any mortgage) that are satisfactory to the Club.

### ***16. General***

- (a) The discharge of any type of pistol, BB gun, or firearm at anytime of the year in Cedar Springs is strictly prohibited.
- (b) The use of archery equipment on community property is prohibited.
- (c) Fishing in the pool is prohibited at anytime of the year.