

RULES AND REGULATIONS



CANVASBACK

GUN CLUB

CANVASBACK GUN CLUB, INC.

P.O. Box 12984 Reno, Nevada 89510-2984

September 2024

OFFICERS AND DIRECTORS

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RULES AND REGULATIONS

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I. HOW WE HUNT

- A. Due to the nature of waterfowl hunting being influenced by conditions as they occur, the Board of Directors may, by temporary or permanent rule changes or by advisory, pass additional rules on how we hunt. Further, at every draw or blind assignment, or one or more directors and/or the ranch foreman may also temporarily modify these Rules for that hunt day.
- B. Battery-powered spinning-wing waterfowl decoys are permitted to be used for hunting after November 30th.

II. WHO MAY HUNT

- A. MEMBERS
 1. All members in good standing and whose dues, assessments, fines, fees, demolition costs and real estate taxes have been fully paid and who have a current liability waiver(s) properly completed and on file are entitled to hunt on the Club pursuant to these rules.
- B. SHOOTING RIGHTS HOLDERS
 1. All Shooting Rights holders who have properly filled out the required application, purchased the hunting rights of a membership in good standing, been approved by the membership and the Board of Directors for the current season, if required, attended a mandatory orientation, if required, and have a current liability waiver(s) properly completed and on file are entitled to hunt on the Club pursuant to these rules.
 2. All of the rules in this rulebook that apply to members of the Canvasback Gun Club also apply equally to shooting rights holders who are not members of the Club.
- C. GUESTS
 1. On opening weekend, no guest fees are charged. A member may bring only immediate family members. To bring another guest on opening weekend, the member must have a second membership. The immediate family shall be defined as a father or father-in-law, mother or mother-in-law, brother or brother-in-law, sister or sister-in-law, son or son-in-law, daughter or daughter-in-law, grandson, granddaughter, grandfather, grandmother, uncle, aunt, nephew, niece, or spouse/domestic partner. If there is a split season, this rule also applies on the opening weekend of the split season, unless the closure for a split season is less than 7 days. All immediate family are required to have submitted properly filled out liability waiver(s).
 2. Upon payment of guest fees (excluding opening weekend), members of the immediate family 18 or older may be guests on any shooting day. Guest fees are not required for the member's spouse/domestic partner or immediate family under 18. However, all hunting guests, whether fees are required or not, must be signed in each day at City Hall prior to hunting and must have submitted properly filled out liability waivers.

3. After opening weekend, a member may bring up to three hunting guests upon payment of guest fees, signing guests in at City Hall prior to that day's hunt and having submitted properly filled out liability waivers. All guests, whether hunting or non-hunting, must have submitted properly filled out liability waivers prior to their initial arrival at the Canvasback Gun Club.
4. Guest Fees are not charged on Youth Hunt days, Veteran Hunt days or for Dove and Pheasant Hunting. The Board will provide additional rules as needed for these special hunts and those rules are incorporated herein by reference.
5. The owner of a second membership shall not be required to pay a guest fee for one (1) guest, the guest's spouse, or the guest's child under 18 years old. All other guests other than the member's spouse and members of his immediate family under 18 years old will require the payment of a guest fee.
6. Each guest hunting under a second membership may only hunt under the direct supervision and in the company of the owner of the second membership except as provided in #8 below.
7. Each paid guest, including immediate family members, may only hunt under the direct supervision and in the company of a regular member or shooting rights' holder.
8. Any member who signs in an immediate family member 18 years old or older of another member must pay the family guest fee for that day. Any member may sign in an immediate family member of another member under the age of 18 without payment of guest fees. Immediate family members of a member, who have been properly signed in and have paid any required guest fees, may hunt under the direct supervision and in the company of any other member. This rule does not apply to a guest signed in under rule #11 below.
9. All hunting guests, including spouse/domestic partner, immediate family, non-family, hunting or non-hunting must be registered in the guest register at City Hall, with the appropriate fees recorded (if any) before entering the marsh or field. A guest register will be maintained at City Hall for times when Club representatives are not present.
10. Guests (excluding members of the immediate family) may not hunt more than eight (8) days during the season, whether brought by the same member or by different members. This rule does not apply to non-family guests under 18 or to guests signed in under rule #11 below.
11. Members over 70 years old are allowed to bring a guest at any time, whether the guest is a member of the family or not, as many times as they wish. Members over 70 years old will not be charged a fee for a guest. The guest may only hunt when he is under the supervision and in the company of the member over 70 years old.

12. Guest shooting fees per day for each person who will be hunting:

Spouse and Immediate Family under 18.....	FREE
Immediate Family of any member, 18 and over....	\$15.00
Non-Family 18 and over.....	\$30.00
Non-Family, 12 to 17.....	\$15.00
Non-Family, 11 and under and Non-hunting.....	FREE

D. MEMBER AND SHOOTING RIGHT HOLDER'S RESPONSIBILITY

Any violation of these Rules by a guest (including minors) of a Member or Shooting Rights holder is the Member's or Shooting Rights holder's responsibility. The Member or Shooting Rights holder shall be responsible for payment of any fine imposed against that Member's or Shooting Rights holder's guest (including minors).

E. VIOLATION OF GUEST REGISTRATION RULES

Any violation for failure to register a guest and or to pay the guest fees prior to the guest hunting or failure to indicate the appropriate guest fee due on the guest register may result in a fine or the loss of hunting privileges for some or all of the remainder of the season and may include loss of privileges for the succeeding hunting season.

III. DRAWS

A. Opening Day Draw Time:

Draws for blinds on opening day will be conducted at 8 p.m. on the Friday night immediately preceding the Saturday opening day waterfowl hunt.

B. Normal Draw Times:

After opening day, the blinds drawing will be one (1) hour-thirty (30) minutes before shooting time for the remainder of the season.

C. No member may draw for another member.

- D. The only person who can use or draw on a second membership is the member who owns or has shooting rights for that membership.
- E. You must use your tag to draw a blind. No member may use another member's tag.
- F. Only members who are present may draw. The owner of a second membership will be given two draws.
- G. Subject to modifications as may be announced by the Draw Committee, all blinds will have a split A.M. and P.M. draw, changing at noon each hunt day. A.M. draws must be claimed by two (2) hours after shooting time begins, P.M. draws must be claimed by 1:30 p.m. NOTE: If you occupy an A.M. draw, be prepared to quickly exit the draw area at any time between noon and 1:30p.m. when it is claimed by the P.M. draw holder. P.M. draw holder is not allowed to enter an occupied draw until noon.
 - 1. All goose field draws on Canvasback Club property are limited to one hunt per day, either a.m. or p.m. The Club may lease fields from time to time and these fields may be hunted a.m. and p.m. each hunt day.

IV. SHOOTING DAYS AND TIMES

- A. Saturdays, Sundays, Wednesdays and the last days of duck season and goose season are designated shooting days.
- B. The siren will sound (fifteen) 15 minutes before the draw on Opening Weekend only. Until December 1st, the siren will sound at legal opening of shooting hours. The siren will sound at legal close of shooting hours throughout the season. The siren and the atomic clock in City Hall will officially designate shooting hours. Wind and other climatic conditions often make the siren impossible to hear. Make sure you set your watch by the atomic clock in City Hall. Shooting before or after legal hours will result in a fine and/or loss of hunting privileges.

V. BLINDS

- A. No hunting is allowed within two hundred (200) yards of another hunter. Note: Club blinds have been placed to insure everyone has a quality hunt, so do not crowd in on another hunter.
- B. If an A.M. draw is not occupied or decoys are not out within two (2) hours after shooting time begins, the blind is considered an open draw. P.M. draws must be claimed in the same fashion by 1:30pm.
- C. Blind stuffing and natural cover around the blinds must be protected from damage by the individual hunter. Repair/replace what you can and report blinds needing repairs to a Board member or the Ranch Foreman.
- D. Fishing regulations (during hunting and non-hunting season) will be determined by the Board and provided to the membership in the newsletter, preseason and/or annual meeting mailings or by posted signs.
- E. Decoys may not be set out anywhere on the Club overnight.
- F. Game birds may not be plucked or drawn in blinds or anywhere on Club property outside the Compound.
- G. There shall be no more than four (4) hunters in a draw area except in specifically designated goose fields.

VI. BOATS AND OTHER FLOATING CRAFT

- A. Hunting or shooting from any craft under motorized power is prohibited.
- B. Guns may not be loaded while traveling in boats or any other motorized vehicles on Club property. A loaded gun for purposes of this rule is one with a live round in the chamber.
- C. When passing boats under power, parked boats or when traveling in narrow channels use wakeless speeds only.
- D. No outboard motor larger than 20 horsepower or long or short shaft mud type motor larger than forty (40) horsepower may be operated on Club property.
- E. Airboats and hovercraft may not be used on Club property.
- F. If children under 18 years old are operating motorized boats, they must do so under direct member/shooting rights' holder supervision.

VII. VEHICLES, ROADS AND ACCESS

For the purposes of this section, the words "motorized vehicle" includes all of the following: Automobiles, ATVs, UTVs, Side by Sides, Argos, Motorcycles, Motor Scooters, Mopeds, Golf Carts and any other internal combustion or battery powered devices on wheels or tracks that are used to transport people.

ANYONE WITHOUT A VALID DRIVER'S LICENSE AND UNDER THE AGE OF 18 YEARS IS NOT ALLOWED TO DRIVE A MOTORIZED VEHICLE ON CLUB PROPERTY EXCEPT UNDER THE DIRECT SUPERVISION OF A MEMBER. DIRECT SUPERVISION IS DEFINED AS: IN, ON, OR DIRECTLY ADJACENT TO THE MOTORIZED VEHICLE.

- A. From five (5) days before the opening day of the general waterfowl season through the end of the waterfowl season, except on designated hunting days, the following restrictions apply:
 1. All motorized, non-motorized, and pedestrian traffic is restricted to the east entry road from Hunter Road to Lee Landing, into the Compound and the Compound roads.
 2. All channels, ponds, and landings are closed to boat traffic.
 3. These restrictions shall also apply during any split in the waterfowl season
 4. Recreational walking and jogging on Club property during hunt days is limited to the fenced boundaries of the Compound with the following exception: from 11:00am-2:00pm on hunt days, the road from the Compound to Hunter Road is also available for walking or jogging. On non-hunting days, the same roads are available during all daylight hours.
- B. Speed limit in the compound is fifteen (15) mph for all motorized vehicles. Speed limit on other Club roads is thirty (30) mph for all motorized vehicles.
- C. Parking outside the compound is permitted in designated areas only.
- D. Driving any motorized vehicle on the goose fields is prohibited.
- E. There will be no motorcycles, motor scooters, mopeds, etc. operated on the Club from the Monday following blind stuffing weekend to the close of the latest waterfowl season.
- F. During the period from the day after the last waterfowl season closes through the Sunday of blind stuffing weekend, the use of motorcycles, motor scooters, mopeds, etc. is allowed on the Canvasback property. However, usage during this time within the Compound is limited to the purpose of ingress and egress from the Compound.
- G. Only members/shooting rights' holder are allowed to drive ATVs, UTVs, Side by Sides, and similar motorized vehicles on open Club roads during the hunting season. These vehicles may be driven by any licensed member/shooting rights' holder or guest within the compound.
- H. Some items in Sections II through VI are subject to modification by Board members or the Ranch Foreman based on current conditions or circumstances during the waterfowl season.
- I. NOTE: For the benefit of hunters in the field, members and their guests are discouraged from "scouting" in vehicles and boats on Club property and leases during hunting hours.

VIII. VIOLATIONS OF HUNTING LAWS

Any person hunting on Club property is required to comply with state and federal hunting laws. Violations, particularly intentional violations, shall constitute unsportsmanlike conduct in violation of these rules and regulations and may incur a fine assessed by the Board and/or loss of hunting privileges.

IX. DUES AND ASSESSMENTS

All dues and assessments shall be promptly paid when due. Delinquencies shall be subject to the following:

- A. All invoices will be delivered via email and will identify the due date for purposes of delinquency.
- B. Invoices for dues, real estate taxes, weed spraying, assessments, fines, etc..., will be considered delinquent when payment has not been received within 30 days of the "issued" date identified on the invoice, which will be the same date of the email that the member receives.
- C. Non-payment of dues, real estate taxes, weed spraying, assessments, fines, etc..., within the designated time will be assessed a penalty of Ten percent (10%) of the total invoice amount 45 days from the invoice/email date. An additional penalty of Ten percent (10%) of the total invoice, including previous penalties, will be assessed on the 76th day from the invoice/email date
- D. All hunting privileges will be suspended on the 76th day from invoice/email date. Members that then bring their account current will be subject to the following hunting suspensions:
 1. In the event that a member's account reaches 76 days past due, then brought current prior to the opening day of the applicable hunting season, hunting privileges will be suspended for the first 9 calendar days of the applicable General Waterfowl hunting season (5 hunt days).
 2. In the event that a member's dues have not been paid within 30 days after opening day of the applicable General Waterfowl hunting season, hunting privileges will be suspended for an additional 30 days upon payment, with all applicable fees, of their annual dues.
 3. In the event that a member's dues have not been paid by the 31st calendar day of the applicable General Waterfowl hunting season, hunting privileges will be suspended for

the entire season and the delinquent membership will be revoked and sale of the delinquent Member's ownership interests will occur:

- i. The Membership of the delinquent member will be sold through a sealed bid (Certified Mail) auction.
 - ii. The minimum sales price will be established at the total amount due the Club, including a \$1,500.00 administrative fee.
 - iii. Excess sales proceeds will be paid to the delinquent member.
 - iv. Any direct costs incurred by the Club as part of collections efforts will be added to members account balance.
- E. A member's whose hunting privileges have been suspended for non-payment will not be allowed to hunt as a guest.
- F. Real Estate Tax payments and weed spraying assessment will be billed separately from the annual dues and will carry the same penalties and suspensions as defined in section A - E.
- G. The Treasurer will be required to publish the names of all delinquent accounts in all Club correspondence.
- H. Payment date will be the USPS postmark date for checks mailed to the Club Post Office Box.
- I. Checks returned for non-sufficient funds will be assessed a fee equal to the amount charged by the Club's financial institution. The presentation of a check returned for insufficient funds could result in the penalties being assessed if outside the timeframes described above. In the event of a returned check and upon email notification from the Club's Treasurer, the member has 30 days to bring their account current or said member will be suspended from all Club activities. In addition, any member responsible for presenting a check that is returned will be required to make payment, for a period of 365 days, in the form of a Cashier's Check and/or Money Order. Cash and/or credit cards will not be accepted.
- J. For shooting rights transfers, the Transferee will be subject to suspension of hunting privileges for non-payment by the transferring member. Transferee will have the ability to pay any unpaid balances to bring the transferring member's account current.
- K. Hardship cases will be considered on an individual basis and will require Board approval. In order for the Board to consider a hardship request, the Board must be notified in writing prior to the account becoming delinquent.

X. MISCELLANEOUS

- A. Pheasant Hunting: There will be no pheasant hunting on the Club during the waterfowl hunting season. All Pheasant Hunting will be as set by the Board for the annual Canvasback pheasant hunt following the waterfowl season.
- B. Drones of any kind are not permitted to be flown over the Canvasback Gun Club from September 1 through February 15th.
- C. No firearms, BB guns, pellet guns, crossbows, catapults, signal cannons, sling shots or bows and arrows may be discharged within the compound. The use of fireworks is not allowed on any property owned or leased by Canvasback Gun Club.
- D. Rifle or pistol shooting is prohibited on property owned or leased by the Canvasback Gun Club with the following exceptions:
 1. The Ranch Foreman carrying out his duties
 2. The use of the designated shooting range for that purpose
- E. The following rules shall apply at the Gun Range. In addition, these Rules will be posted at the Gun Range.
 1. A member or shooting rights holder must always be present on range whenever the range is in use.
 2. You must fly the red flag while you are shooting and take it down and store it in the provided box when you finish.
 3. No Dogs are allowed at the Range.
 4. No more than two rifle shooters at one time on the Range.
 5. Only shooters and their assistants are allowed in front of the red line during active shooting.
 6. Anyone using the rifle range may only shoot at paper targets attached to the plywood frameworks provided or the 500 yd. gong.
 7. No steel, steel core or tracer bullets are allowed.
 8. No fully automatic rifles or .50 Caliber or larger rifles are allowed.

9. Pistol shooting is only allowed when there are no rifle shooters using the Range.
 10. Clay targets used at the Shotgun Range must be biodegradable.
 11. Only size 7 and smaller shot allowed when shooting flying clay targets.
 12. Only shotguns are allowed at the Shotgun Pattering Range, paper targets only and hunting loads are allowed.
 13. Clean up all target, brass, shells, and debris after done shooting.
 14. Please report any problems, damage or safety hazards you encounter at the Range.
- F. Other than the hunting of waterfowl, pheasants and doves on hunting days designated by the Board of Directors, no hunting of game birds or animals will be allowed on Club property except as approved in advance by the Board of Directors.
- G. Ungentlemanly or unsportsmanlike conduct may constitute a separate violation of these rules and regulations.

These rules and regulations are applicable to members, shooting rights holders and their guests. Pursuant to the directives of the Board of Directors, the Club Foreman and other employees or representatives of Canvasback Gun Club or Stillwater Farms may be exempt from certain rules and regulations while acting within the course and scope of their employment or engagement.

XI. COMPOUND RULES AND REGULATIONS

Lots within the compound at Canvasback are an accommodation to Canvasback members for the purpose of temporary housing, storage and utilization in conjunction with the recreational use of the Canvasback property. All usage by members is a permissive use and must be in accord with the rules and regulations of the Canvasback Gun Club.

- A. Lot Assignments: As with all other Club property, the lots within the compound are owned by Stillwater Farms, Inc. Members are entitled to only one (1) lot even if they have a second membership, including a second membership in the form of a trust where an otherwise existing member is named as trustee. Basic lot configurations are as defined by the Canvasback Gun Club Survey map dated September 1991 as modified by the Board of Directors.
- B. Lot assignments may be purchased, sold, or inherited from or to an existing member similar to a membership. Lot assignments may only be transferred to current members. Any member who comes to possess more than one lot must dispose of any extra lot within one year or forfeit that lot assignment back to the Canvasback Gun Club.
- C. New Construction: Each member must submit a complete plan to scale to the Compound Chairman for any proposed new construction, additions, or other permanent improvements upon their lot. Written approval from the Board of Directors must be obtained before construction is commenced. This requirement extends to the placement of fences, mobile homes, recreational vehicles, and travel trailers that are proposed to be upon the lot for a period of more than sixty (60) days. The member seeking construction approval must give at least thirty (30) days written notice to each adjoining lot holder so that they may have time to voice any concerns.
 1. Setback Requirements for Buildings and Other Structures:
 - a. 15' or more from any compound road;
 - b. 15' or more from all property lines; and
 - c. 30' or more from any neighboring structure.
 2. Height Restrictions for Buildings and Other Structures:
 - a. Maximum height from predetermined points in the Compound which will be made known to the member shall not exceed 16'. b. No multi-story buildings may be constructed.
 3. The foregoing setback and height restrictions and other requirements have been adopted by the Club and may not necessarily satisfy restrictions and requirements of Churchill County and/or the State of Nevada.
 4. Unless otherwise specified by the Board of Directors, all new construction shall be commenced within six (6) months and completed within twelve (12) months of the date of approval by the Board of Directors.
 5. The Board of Directors reserves the right to refuse or deny any proposed new construction, additions, or other proposed improvements for any reason. The Board of Directors may also attach any special conditions, requirements, or time restrictions upon proposed construction that they deem to be reasonable.
 6. Any member that wishes to start any new construction on their lot acknowledges that they are responsible to ensure cleanup of the construction site and the surrounding area and to mitigate any

- damage caused by the construction to Canvasback Gun Club or another member's property. Any cleanup or mitigation that is found unsatisfactory by the Board may be performed by the Club with costs invoiced back to the member.
- D. Building Permits and Compliance with Regulatory Laws
It is the member's responsibility to obtain all necessary building permits and other approvals which may be necessary for the use of a lot or the construction of an improvement there on. Stillwater Farms, Inc. makes no guarantee that any lot will meet requirements for legal or regulatory approvals necessary for the issuance of building or other permits.
- E. Additional Construction Requirements
Any member receiving Board approval for a construction project on their lot must comply with the following:
1. Prior to the start of construction, provide the Compound Committee Chairman with a copy of all building permits, approved plans and a certificate of liability insurance naming Stillwater Farms, Inc., and Canvasback Gun Club as additional insured.
 2. Prior to the start of construction, provide the Compound Committee Chairman with a construction timetable from groundbreaking to completion.
 3. Prior to the start of construction, provide the Compound Committee Chairman with a list of all contractors and subcontractors that will be working on Club property during the project.
 4. Require contractors and subcontractors to clean up all construction debris on a daily basis. The only debris that may be put in the burn pit is wood scraps. All other debris must be hauled off the Club property on a weekly basis.
 5. Require that there are no open fires on the construction site for any reason.
 6. Provide water and power for the construction project as needed. The use of other members' power or water is specifically prohibited without written permission.
 7. Provide a portable toilet for the construction crew for the duration of the project. Advise the construction crew not to use the facilities in the Clubhouse.
 8. Advise all contractors and subcontractors that the water available from the Club water system is not potable.
 9. Provide advance notice to the Ranch Foreman if there will be excess concrete delivered to the site. If the Ranch Foreman has a location to use the concrete, then he will give permission to dump it at a specified location. If this permission is not obtained, the only location where concrete can be dumped is on the construction site (lot) and the member will be responsible for removing this debris.
 10. Sign a document of agreement to all Club rules relative to construction prior to the start of construction. This document will be provided by the Compound Committee Chairman.
 11. Satisfy all other conditions imposed by the Board of Directors.
- F. Guests
During the waterfowl-hunting season, no road (except the road from Hunter Road to the Compound and roads within the Compound) or waterway may be used by a guest unless a member is present. If a member allows a guest to use the member's cabin or trailer, the member shall notify the Club Foreman of the intended use.
- G. Use of Garbage Dumpsters
Only household garbage and refuse generated at the Club may be deposited in the Cross Roads dumpsters. If dumpsters are full, it is the members' responsibility to remove their garbage from the Club. DO NOT stack garbage outside of or next to these dumpsters. The Duck Tower dumpster, when available, is reserved for nonperishable and larger household items. Do not display discarded items in or around the Clubhouse. Not allowed in ANY of the Club dumpsters are liquids, batteries, hazardous materials, paint, or construction/demolition materials. It is the member's responsibility to remove such items from Club property. When in doubt about what may or may not be dumped, consult with the Ranch Foreman. Any infraction of these rules can result in a fine and/or loss of hunting privileges.
- H. Assessments
In the event compound or lot violations are not corrected within a reasonable time after notice has been given to a member to correct the violation, the Club may take such action as may be reasonably necessary to correct the violations and shall assess the costs of such corrections against the member. Fines may also be levied at the discretion of the Board.
- I. Any structure(s) determined to be unlivable represents a safety, fire and health hazard to the Canvasback Club membership, guests, environment, and quality of life. Unlivable is defined as unsafe or unhealthy to enter, broken doors, windows and other openings in the structure allowing

access by Mother Nature, lack of utilities (power or water or both) and/or not having been resided in by the owner in the preceding three (3) general waterfowl seasons.

A structure deemed unlivable by the Compound Committee and Board will result in a notice to the Owner from the Board. The Owner will be given 60 days to provide in writing or by email a plan to bring the structure(s) up to a livable condition or provide a contract for demolition and removal of said structure(s). Planned or contracted work on the structure must be completed within 365 days of the Board's determination of unlivable.

If the owner fails to provide said plan, the Board shall contract for the demolition and removal of said structure(s). Any costs incurred by The Canvasback Gun Club for demolition and removal of said structure(s) shall be assessed against said member and said costs, along with other dues and assessments and will be subject to the same consequences for payment and non-payment.

J. Violations of Compound Rules & Regulations

A violation of any of the compound rules and regulations as well as any conditions, restrictions or other requirements pertaining to assignment of a lot or any conditions, requirements or restrictions relating to construction on a lot may be treated as an infraction of these rules and regulations. If applicable, a fine for a rules infraction may be levied or hunting privileges may be suspended until full compliance with the rule, regulation, condition, restriction or requirement that may be applicable.

K. Use of Duck Observation Tower

The Tower is for the express use of the membership during daylight hours only. Guests and family members are allowed access to the Tower only while in the direct supervision of a member. Discretion is encouraged by all members when the observation platform is crowded.

L. Open fires of any kind are prohibited on Club property, with the following exceptions:

1. The Club may conduct burning operations as needed outside the Compound to enhance Club habitat
2. The Club may designate, for member use, a burn pit for the disposal of "wood and weeds" only.
3. Cooking on charcoal, pellet and gas fired barbeques or smokers
4. The use of wood burning fire rings made of metal or masonry block construction. This type of fire may not be left unattended, and you are required to monitor the coals and fully extinguish before leaving the premises
5. New Year's Eve bonfire near the Main Dock in front of City Hall. Ranch Foreman will be in charge of providing any materials to be burned and will be the only person to start the fire.

M. In keeping with the expectation of members, shooting rights holders and guests to present themselves with good citizenship and respect for others while on Club property, it follows that the same applies to dog ownership and owner responsibility to manage the behavior of their dogs while in the Compound and on Stillwater Farms property in general. Dogs are not allowed to roam unattended and must be directly supervised and under control of its owner(s). Acts of dog aggression will not be tolerated and will result in fines, exclusion of the offending animal from Stillwater Farms property and/or suspension of shooting rights to the owner.

XII. INFRACTION OF RULES

When any member or employee reports a rule or regulation violation that he or she feels warrants an action be taken against another member, he or she must do so in writing and provide this to a Board member in a timely manner. In cases where a violation is of a serious nature, the President or Vice President shall confer with at least three (3) Directors, and upon the decision of any three (3) of them, may temporarily suspend a member's hunting privileges for up to fifteen (15) days and set a hearing for the reported violation.

Upon the determination to conduct a hearing, a hearing date shall be set, and the Secretary shall notify all Directors of the hearing, stating the time, location, name of accused, and nature of alleged violation.

The Secretary shall notify the accused in writing not less than seven (7) days before the meeting, stating time, date and location of the meeting and nature of the alleged violation.

At the hearing, the formal rules of evidence shall not apply, and the hearing panel may accept any oral or documentary evidence that it believes to be reasonably competent and relevant. The accused member shall be permitted to present evidence on his own behalf, to call witnesses if he so desires and have the right to cross-examine all witnesses who may testify against him. The failure of an accused member to attend the hearing without a legitimate excuse may constitute an admission of guilt. The Secretary shall attend the hearing, keep a record of

the proceedings, and record them in the minute book of the Corporation. He shall have a voice and vote in all hearings and meetings.

A. Penalties for Rule Infractions

The penalty for violation of any rule or regulation shall be:

1. A written reprimand stating the nature of the violation and setting forth any fines, penalties, or probation terms pertaining to the violation. Such reprimand will be mailed to the member charged with the violation and the membership will be noticed of the violation in the next newsletter; or
2. A monetary fine to be determined by the Board; or
3. Suspension of hunting and shooting privileges; or
4. Any combination of the above; or
5. The permanent revocation of all hunting and shooting privileges.
6. Penalties may be enhanced if there has been a violation of any rule or regulation within the previous five (5) years.

B. All fines, loss of privileges, conditions of probation and assessments must be satisfied before the guilty member shall be permitted the privilege of hunting on the Club property.

C. Appeal When Hunting Rights Revoked

Any member who has had his hunting and shooting privileges permanently revoked may appeal to the full membership of shareholders. Such an appeal shall be made in writing to the Secretary who will notify the President. The President will call a special meeting of the Corporation for the purpose of acting on the appeal. The Secretary shall give at least fifteen (15) days' notice in writing to all stockholders in good standing stating the date, time, location, and reason for the special meeting. At the meeting of stockholders, the Secretary shall read the original charges and action taken. A full hearing will be given to the accused member, at which he shall be permitted to present evidence in his own behalf, to call witnesses if he so desires and to cross-examine witnesses who may appear against him. A vote will be taken by ballot of the stockholders present and a two-thirds vote shall be required to reverse or modify the action of the Directors. Absent a two-thirds vote to reverse or modify the Directors' action, the action shall stand affirmed.

XIII. RULES CONCERNING NEW MEMBERSHIPS, TRANSFERS AND ELIGIBLE TRUSTS

- A. All applications and payments for transfer of membership or shooting rights must be postmarked by August 1st year each.
- B. In the event of the death or total disability of a member, the Board may choose to allow the transfer of the member's shooting rights after the deadline for shooting rights transfers has passed. A transfer of this type must be requested by the legal owner or trustee of a trust that owns the membership(s) in question. A transfer of this type can only be made to an immediate family member with at least 5 years of experience hunting the Canvasback Gun Club. A transfer of this type shall be considered temporary, pending membership notification, as is required with all other shooting rights transfers. The membership(s) must be in good financial standing with the Club prior to consideration by the Board. All other rules governing shooting rights transfers shall also apply.
Applicant must furnish three (3) names of members of Canvasback Gun Club as references and have prior approval from these members.
- C. Applicant will receive a copy of the current rules and regulations and read them before the mandatory indoctrination meeting.
- D. New members or shooting rights holders must attend a **mandatory** orientation meeting prior to being allowed to draw or hunt during waterfowl season. The mandatory orientation is held at 1:30 pm on Saturday of blind stuffing weekend, in the Clubhouse. If you have an **unavoidable** scheduling conflict on this date, we will assign a Board member to meet with you at his or her convenience. Once you have attended the orientation and signed the required liability waiver(s), you are able to draw and hunt. You will not be required to attend an orientation again.
- E. A list of all applicants will be published in the newsletter.
- F. Members objecting to an applicant must contact a Board member and give specific reasons (personality conflicts are not accepted) as to why an applicant should be rejected.
- G. Members objecting to a transfer must do so within three (3) weeks from the date of the newsletter being distributed.

- H. When submitting an application for new membership, the application must be accompanied by the old stock certificates, or if this is not possible, it must be accompanied by an Affidavit of Lost Certificate. There will be a penalty of \$100.00 for lost certificates.
- I. A membership may be transferred to or from a testamentary or inter-vivos trust subject to the following requirements:
 - 1. The only trusts which are eligible to own memberships are those whose beneficiaries include (but are not necessarily limited to) the transferring member, the member's spouse, or the member's lineal descendants. Eligible trusts include both testamentary and inter-vivos trusts, whether revocable or irrevocable.
 - 2. Any member who desires to transfer his membership to an eligible trust shall file an application for transfer with the Club. The application shall disclose the name of the trust, the date of the trust instrument and the names of the trustors, trustee, and eligible beneficiaries. If requested, the member must also furnish the Club with a copy of the Certificate of Trust, and/or a copy of the trust.
 - 3. An eligible trust who becomes the owner of a membership must designate one of its beneficiaries as the registered user of the membership. The eligible beneficiaries are limited to the transferring member, the member's spouse, and the member's lineal descendants. The eligible beneficiary in whose name the membership is to be registered must be 18 years of age and approved by the Board. All charges, dues, fees and assessments shall be the joint and several liability of the trust and the eligible beneficiary in whose name the membership is registered.
 - 4. Upon being approved by the Board, the registered user shall have the same hunting and other rights of usage as a regular member in good standing.
 - 5. A membership owned by an eligible trust may be subsequently transferred to any eligible beneficiary of the trust. The transfer shall become effective as soon as the proposed eligible beneficiary is approved by the Board (and the membership if the eligible beneficiary is not a member) and all indebtedness due to the Club from the trust is paid in full.
- J. Applications must be forwarded with a check for the necessary transfer fee made payable to Stillwater Farms if a membership is being purchased or made payable to Canvasback Gun Club if shooting rights are being transferred.
Transfer fees are as follows:
 - 1. MEMBERSHIP TRANSFERS
 - a. Transfer to a current member, immediate family* of any current member or to an eligible trust: \$100.00
 - b. All other transfers: \$2,000.00
 - 2. SHOOTING RIGHTS TRANSFERS.
 - a. Transfer to a current member or immediate family* of a current member: \$100.00
 - b. All other transfers: \$1,750.00
 - c. Immediate family members are defined in Section I.C.1. of this rulebook
- K. All annual dues, assessments, real estate taxes, fees and any outstanding fines or penalties must be paid in full prior to the transfer of any membership or shooting rights.
- L. No transfer of membership or shooting rights shall be effective without the approval of the Board of Directors as to the character, qualifications and fitness of the assignee or transferee. The decision of the directors shall be final and conclusive.
- M. No member may acquire or have a beneficial interest in more than two (2) memberships.