Bayside Sportsmen, Inc, By-laws

The following by-laws are provided for the universal understanding by all members of Bayside Sportsmen, Inc. Bayside Sportsmen, Inc. shall also be referred to in this document as "Club" or "Hunt Club".

Definitions

Dues are defined as any monies required for membership in Bayside Sportsmen, Inc.

Associated Fees are defined as any monies above and beyond dues required for membership in Bayside Sportsmen, Inc. These fees may include, but are not limited to, raffle tickets, guest fees, etc.

Rifles are defined as any firearm utilized for sport, hunting or self-defense that uses high-velocity ammunition. For the purposes of these By-Laws, any firearm larger than .23 caliber. These firearms are not authorized by the Commonwealth of Virginia. Muzzleloaders and shotguns are authorized for deer hunting on Bayside Sportsmen, Inc. hunt club property. Shotgun slugs are not authorized during organized Club hunts. Shot gun slugs may be used during individual still-hunting with caution. All shotgun ammunition must be changed to buckshot on a Friday or Saturday organized hunt, or other declared organized hunt.

By-Laws Article I

Duties of Officers and Board of Directors

- 1.1 **President** The President is responsible for carrying out all Club activities singularly or with the help of other officers and members. The President is responsible for enforcing the Club's Constitution and By-Laws. The President will preside at all meetings and be ex-officio member of all committees. The President may appoint such committees as he/she deems necessary and may call special meetings when deemed in the best interest of the Club. The President shall perform the duties of the Hunt Master in the absence or request of the Hunt Master.
- 1.2 **Vice President** (VP) The VP shall perform the duties of the President in the absence or at the request of the President. The VP shall provide direction and oversight for hunting and physical land issues. The VP shall provide direction for Work Party Leaders as well as the food plot management and Road Crew work. The VP along with the President will provide guidance for the Hunt Master, Dog Management and the acquisition of new land. During new land acquisition, a New Land Committee may be appointed to work with the President and VP to ensure funding is available and Club interests are maintained.
- 1.3 **Secretary** Shall perform the duties of the President or the Vice-President in their absence or at their request. The Secretary shall be responsible for the preparation and mailing of all correspondence and notices required by these By-Laws and other notices as deemed necessary by the Board of Directors. The Secretary shall be custodian of all books, papers, and reports for the records of the Club, and shall make these documents available for audit by any member or committee as approved by the Board of Directors. The Secretary shall keep a true and written record of all Board of Directors and General Membership meetings. The Secretary shall update the Club's Constitution and By-Laws as voted on by the General Membership and provide updated copies to all members either by mail or electronically.
- 1.4 **Treasurer** The Treasurer shall receive and disburse all funds of the Club and place those funds in such banks and/or financial institutions as may be approved by the Board of Directors. The Treasurer shall keep an accurate account of all Club transactions and render a detailed report with vouchers at each Board of Directors meeting, General Membership meeting, and at any special meeting when requested to do so. An annual audit of the Club's financial accounts will be completed by a member of the Board of Directors, a member of the general membership, and the Club's Treasurer. The

results of the audit with a budget breakdown from the preceding season will be presented to the general membership prior to, or at the Spring General Membership Meeting (2022).

- 1.5 **Hunt Master** The Hunt Master, with the help of the Assistant Hunt Master, shall direct and coordinate all Club hunting activities. The Hunt Master shall be responsible for enforcing all Club hunting rules, safety regulations, compliance with game laws, and observance of agreements made with landowners or other organizations. An Assistant Hunt Master may be assigned to take over for the Hunt Master if the Hunt Master or the President is not available to perform the duties of the Hunt Master. The Assistant Hunt Master may be assigned to take care of guest fees and the administration of paperwork for missed shots, fines and the tracking of guests.
- 1.6 **Assistant Hunt Master** The Assistant Hunt Master shall assist the Hunt Master in the duties of the Hunt Master and run organized hunts with the help of the Dog Drivers when the Hunt Master is absent.
- 1.7 **Other Board Members** A total of three (3) Club members shall be voted to the Board of Directors by the Club's General Membership.
- 1.8 **Board of Directors** The Board of Directors, consisting of the above officers, shall be the principle governing body of the Club, delegated by the Club membership to conduct the business of the Club without limitations except as required by these By-Laws. The Board of Directors shall make recommendations to the general membership on:
 - Annual budget
 - o Amendments to the Constitution and By-Laws
 - Any other issue which it deems of a significant nature should be acted on by the general membership.
- 1.9 Executive Action or "Stu's Rule". The Board of Directors, in cases of necessary expediency and the President calling a general membership meeting is not possible, may make a rule or temporary by-law. This rule or temporary by-law must be confirmed or rejected at the next scheduled meeting of the general membership. The rule or temporary by-law being rejected may not be reinstated by the Board as a means of bypassing the general membership. If the rule or temporary by-law is approved by the general membership, it will be entered into the Club's By-Laws as an amendment. (2018)
- 1.10. Concerns, issues, and complaints of any club member must be formally addressed to the Board of Directors to ensure each concern, issue, or complaint is properly addressed with the intention of an amenable resolution. An emergency board meeting or general membership meeting may be convened as necessary to address the concern, issue, or complaint. Once resolved, all board actions will be documented and made available to the general membership. (2021)

Article II Election and Term of Office

- 2.1 Officers will be elected for a one (1) year term at the Spring General Meeting, held in March, and will assume the duties of the office for which elected on 1 April of the same year. Club Officers, except Hunt Master, may not hold the same office for more than two (2) consecutive years. The two (2) year requirement may be waived by the General Members in individual cases. In the event of an unplanned or unexpected loss of an officer, the Board of Directors has the authority to nominate and elect a replacement at the time of loss of the incumbent for the remainder of the Club year election term.
- 2.2 The Board of Directors shall select for nomination a slate of officers. This slate shall consist of at least one nominee for each office. Additional nominees may be made from the floor.
- 2.3 Hunt Club Officers shall be elected by a simple majority of voting members.

Article III

Impeachment Proceedings for Neglect of Office

3.1 If any member feels that an officer is not performing the duties of his/her elected office properly, they should bring this before the Board of Directors to be acted upon. For sufficient cause, the Board of Directors by majority vote can impeach. The President shall call for a special meeting of the general membership to vote on the officer's removal. In the event of impeachment of the President, the Vice-President with the board's concurrence will call for a special meeting of the general membership.

Article IV

Membership, Dues, Guests

MEMBER DEFINITIONS

<u>Member in good standing/Full Member</u>: An individual of 18 years of age and older, having paid the buy-in fee, and their yearly dues thereafter in full, as deemed by the Board of Directors. Members in good standing have full voting rights, all privileges, and responsibilities of BAYSIDE SPORTSMEN INCORPORATED membership (2022).

<u>Honorary Member</u>: May be granted to members in good standing who, due to extreme illness or injury, are limited in their ability to participate in club activities. This membership will be provided free of charge for the member until such a time that the member's physical status changes to allow for full participation in club activities. Members in Honorary Status are exempt from work parties and other club activities they are unable to accomplish. During a period of Honorary Membership, Youth Members associated with the Honorary Member may hunt with the club as long as requirements in paragraphs 1.7, 1.8 and 1.9 are fulfilled. A member in good standing may provide "supervision" under this provision.

<u>Absentee member</u>: An individual of 18 years of age and older, having paid the buy-in fee, and their first-year dues in full, but has not paid the required dues in full for any time after the first year. Absentee Members do not have voting rights and are not eligible for the privileges and responsibilities of BAYSIDE SPORTSMEN INCORPORATED. Their name will remain on the roster as an Absentee Member for a period not to exceed two years, or upon receipt of a letter terminating their membership, or as deemed appropriate by the Board of Directors (2021). Absentee Members may resume "Member in Good Standing" status after submitting the required dues in full for the year and a 25% late fee as deemed by the Board of Directors. The buy-in fee will be considered as paid. Members who remain in absentee status in excess of two years will be required to submit a new membership application with the required "buy-in" fee (2021).

<u>Senior Member</u>: An individual who has paid the buy-in and other associated fees and has been a member in good standing for 20 or more consecutive years, and 60 years old. Yearly dues will be set by the general membership through voted changes. Senior Members have full voting rights, all privileges, and responsibilities of BAYSIDE SPORTSMEN INCORPORATED membership. (2022)

<u>Life Member</u>: An individual of 70 years of age and older, having paid the buy-in and other associated fees, and has been a member in good standing for 20 or more consecutive years. Life Member dues are determined by the general membership through voted changes. Once dues have been established, it will include \$20 for the purchase of raffle tickets for the club's annual drawing. Life members shall be exempt from working parties. Life Members have full voting rights, all privileges, and responsibilities of BAYSIDE SPORTSMEN INCORPORATED membership, except as outlined in these By-Laws. (2022)

<u>Dog Driver</u>: An individual having paid the buy-in and other associated fees, with a determined number of dogs. Dogs must be made exclusively available to Bayside Sportsmen, Inc for all organized hunts. Each dog driver is responsible for notifying the Hunt Master in advance if the dogs will be unavailable for any given organized hunt. Once dues have been established, it will include \$20 for the purchase of raffle tickets for the club's annual drawing. Dog Drivers shall be

exempt from working parties if they kennel their dogs in the club's pens and support all cleaning and maintenance of the pens. This shall include, but is not limited to grass cutting, cleaning of animal waste, ensuring water and food is provided for the animals. Dog Drivers have full voting rights, all privileges, and responsibilities of BAYSIDE SPORTSMEN INCORPORATED membership, except as outlined in these By-Laws. (2022)

<u>Student Member</u>: An individual of up to 23 years of age, attending school as a full-time student, and having a parent or legal guardian who is a member in good standing. Student Members are exempt from the responsibility of the buy-in fee and the yearly dues requirements. Student Members do not have voting rights but do have all privileges and responsibilities of BAYSIDE SPORTSMEN INCORPORATED.

<u>Spouse Member</u>: A legally married spouse of a member in good standing. A spouse member does not have voting privileges but does have all the privileges and responsibilities of membership of BAYSIDE SPORTSMEN INCORPORATED.

<u>Guests</u>: An individual who is sponsored by a member in good standing and has paid the guest fee as required by the BAYSIDE SPORTSMEN INCORPORATED BYLAWS. Guests do not have voting rights but do have all privileges and responsibilities of the BAYSIDE SPORTSMEN INCORPORATED under the guidance of their sponsor.

4.1 Membership

- 4.1.1 A "Club Year" shall be defined as a period of time from the 1st of April to the following 31st of March. (2023)
- 4.1.2 Club membership shall be limited to a number determined by the Board of Directors.
- 4.1.3 All applications for membership will be reviewed and acted upon by the Board of Directors within one (1) month of the date received. A membership application will have a twenty-five dollar (\$25.00) non-refundable, application fee that must accompany the applicant's application.
- 4.1.4 In the event there are no openings available for new members, a person desiring membership may submit an application accompanied with fifty dollars (\$50.00) which shall be held on deposit towards dues until such time that an opening occurs, or the person withdraws his application. Upon withdrawal of the application, fifty dollars (\$50.00) will be refunded.
- 4.1.5 The Club will provide each new member with a email of greeting, followed by a membership card, a club window decal, and a club ball cap. New members will be directed to electronic access to the Constitution and By-Laws, Area and Stand Line Maps, Safety Rules and Do's and Don'ts. (2023)
- 4.1.6 Each new member accepted after October 1, 2016, must undergo a status as "member on probation" for a period of not less than one Club year. Before March 1st of that dues year, the Board of Directors should review that applicant's status and either accept or reject the applicant as a Full Member. If the applicant's status is not reviewed, they are considered accepted as a Full Member. If the applicant is rejected, any dues prepaid for the following year will be refunded in full.
- 4.1.7 Youth members and youth hunters under age 18 may hunt (with supervision) free of charge, at which time they will be required to join as regular members. If the youth member is in a full-time educational program, he/she will be considered a youth member until the age of twenty-three (23) as of March 1st of that club year. Youth Membership cards will be issued to family members meeting these criteria as shown on the membership application or the Virginia hunting license if information was not originally provided.
- 4.1.8 The Club member who is bringing a youth hunter must provide written permission from the child's parent or legal guardian to participate in hunting activities.
- 4.1.9 Youth membership is accorded to children, stepchildren, or grandchildren under the age of 18 (or to the children, stepchildren or grandchildren under the age of 23 years of age if a full-time student) of dues paying or honorary club members.
- 4.1.10 Individuals rejoining the club less than one club year after separation are required to pay all late fees, missed work party fees and the full dues in order to rejoin that club year. Previous members who apply to rejoin after being

gone for a full club year are considered new members and will be in a probationary period per paragraph 4.1.6 and are subject to application status per paragraph 4.1.3.

4.2.0 Dues

4.2.1 The General Membership of the Hunt Club shall determine the dues amount for the upcoming year by a two-thirds vote. As of October 2022; effective for the 2023-2024 season, and until changed by amendment, annual dues are set as follows:

\$600.00
\$375.00
\$170.00
\$170.00

All dues are to be received by the Club Secretary for recording and then forwarded to the Club Treasurer for depositing. All checks or money orders must be addressed to BAYSIDE SPORTSMEN. (2022)

- 4.2.2 One-half of each member's dues shall be paid not later than March 31st. This payment is non-refundable. If the 1st half of dues is not paid by 31 March, that member will no longer be considered a member, and must re-apply for membership, including the application fee. (2022)
- 4.2.3 The remaining half of dues shall be paid not later than May 1st. If the remaining one-half of dues has not been paid by 1 June, a \$75 late fee will be added to the remaining half of dues. If dues and late fees are not paid in full by 30 June, the individual will be removed from the club's roster, and they will have to re-apply for membership. Any member who fails to pay their dues and fees on time and decides to return to the club will be held accountable for all accrued late fees and missed work party fees. (2022)
- 4.2.4 If a member must stop hunting during or prior to the end of the dues year because of job transfer from the area, or other reasons such as prolonged illness and as approved by the Board of Directors, the member may request a partial refund or a rollover to the following year's dues. The request must be in writing to the President. Dues will be refunded at a rate of 7% of the annual dues per month for each remaining month of the dues year. Active-duty military who have been transferred to a duty area outside of the Club's vicinity, which prevents them from hunting at Bayside, will receive a full refund if he/she has not hunted due to the transfer.
- 4.2.5 If during any Club Year, it is determined by the Board of Directors that the Club's operating capital is insufficient to cover operating expenses, fund raisers and/or an assessment will be conducted to offset the deficit. All members, even those individuals that are exempt from annual dues, shall be responsible for the assessment.
- 4.2.6 Fundraising is important to the continued existence of the Club. Each member is responsible for selling one book of raffle tickets annually. The cost of one book of raffle tickets (\$20.00) shall be added to each member's annual dues.
- 4.2.7 Fund-Raising._All fund-raising conducted on club property, or at club meetings will only be sanctioned for the benefit of the club. All fund-raising events must be authorized by the board of directors to provide full disclosure of the event to ensure transparency and accountability. A committee of three members will be assigned to coordinate, execute, and provide full accounting of the event. All monetary transactions will be coordinated with the club treasurer in the form of receipts, cash deposits, and the release of all information to the general membership via email. The email will include the purpose of the fund-raiser, general description of items available and cost (receipts required), monies disbursed from the club treasury, monies received from the event, and all monies will be deposited into the club's bank account. This includes 50/50 raffles, yard sales, single and multiple item raffles, and any other forms of fund-raising as may be proposed by club members. (2022)

4.3.0 Guests

- 4.3.1 A guest hunter must be an invited guest of a Club member in order to hunt with the Club or on Club land. Guests on organized drives will be recorded on the Bayside Sportsmen Hunt Club Guest Tracking Sheet.
- 4.3.2 Each guest must show their hunting license and must sign specific addendums to hunting contracts before hunting on a tract of land.
- 4.3.3 Each guest will be issued a guest permit for each day they hunt. Fees will be turned over to the Treasurer before the hunt begins.
- 4.3.4 Guest fees and hunting limitations apply to big game hunting and are as follows.
- a. Guest fees will be as follows; fifty dollars (\$50.00) for each visit to hunt with Bayside Sportsmen. If a guest decides to join the club, all guest fees paid will go toward dues for that Club Year/season. Guests are restricted to three (3) visits in total. After a guest's third visit, he/she may submit an application for membership, or choose to hunt elsewhere. See Article 4.3.7 for exceptions during the first week of organized hunts (2023).
 - b. Guest fees do not apply to hunting small game.
 - c. Guests are not authorized during Archery and Muzzle Loading deer season.
- d. During individual hunting, it is the responsibility of the Member (sponsor) to see that the guest has a valid hunting license, paid the appropriate fee, signed all required land releases and has been issued a guest permit. Fees will be turned over to the Club Secretary and/or Club Treasurer and properly recorded. All guest hunters, regardless of game hunted, must sign the releases and must carry a guest permit.
- e. Former club members may not return to hunt as guests. The Board of Directors reserves the right to allow former members to hunt with a guest fee of fifty dollars (\$50) per visit not to exceed three visits. After these three visits, former members may rejoin the club or decide to hunt elsewhere (2021).
- 4.3.5 On organized hunts, it will be the responsibility of the Treasurer or an appointed representative to see that the guest has a valid paper hunting license, paid the appropriate fee, signed all land releases and has been issued a guest permit. Fees will be turned over to the Treasurer and properly recorded. Youth guests must be sponsored by a member in good standing or be sponsored by a fee-paying guest. Youth guests will not be charged a guest fee if they are under the age of 18 with proof of age, and under the age of 23 with proof of age and proof of full-time educational program. Active-duty military personnel under the age of 23 will not be charged a guest fee during their first two organized drives. 4.3.6 If a guest desires to become a Club member all guest fees previously paid for that season by the applicant will be credited toward their annual dues if membership is approved.
- 4.3.7 Guests are restricted from hunting during the first week of organized hunts unless previously coordinated with and approved by the Board of Directors. Opening day guest fee is fifty dollars (\$50) per guest. All guests must have a valid paper license to be presented upon checking in for the hunt. (2021)

Article V Meetings, Quorums

- 5.1 General Membership Meeting. There will be no less than two general membership meetings each year. One shall be held in the first quarter of the calendar year, and one shall be held in October. Each member shall be notified of the time and place at least ten (10) days in advance. One-third of the Club membership shall constitute a quorum at the General Membership Meeting.
- 5.2 Board of Directors Meeting. The Board of Directors shall meet once each month at a designated time and place. One-half of the members of the Board of Directors shall constitute a Quorum.
- 5.3 Special Meetings. Special Meetings of the general membership and Board of Directors may be called by the President.
- 5.4 In recognition of our members being spread over most of eastern Virginia and the difficulty of getting all members together at any one time and place, the occasional need for decisions outside the normal meeting schedules and the

desirability of reaching beyond the minimum quorum for the Board of Directors or General Membership meetings, the following procedures apply:

- a. Email meetings and voting. Email meetings are not a replacement for normally scheduled face-to-face meetings and are intended to be used when the Board of Directors feels it is desirable to reach the greatest number of the Board of Directors or the General Membership for a decision.
- b. Email meetings and voting apply to 1) anytime the Board of Directors deems it necessary to bring the entire club membership into a discussion/decision or 2) to provide opportunities for members to vote on changes to Club by-laws in the event that members cannot attend face to face meetings.

Article VI Organized Work Parties

- 6.1 The President shall call for a minimum of four (4) organized work parties per year for the purpose of maintaining and extending stand lines, repair of roads, maintenance of dog pens, and other similar benefits to Club hunting activities. Special work parties may be called by the President as necessary.
- 6.2 It is the duty of each Club member to participate in the organized work parties. Members may request exemption from working parties by making a written request to the Board of Directors explaining the necessity of the request. The Board of Directors may grant that request if they find the explanation suitable.
- 6.3 Work parties will be scheduled on weekends with no less than two (2) weeks advance notice. Alternate workdays and special assignments will be offered to those who cannot make designated work parties and who request an alternate day.
- 6.4 All members (see 6.5 for exceptions) are expected to attend a minimum of four (4) work parties per year. A member's failure to attend scheduled work parties or complete alternate workdays without reasonable explanation is subject to a one hundred dollar (\$100.00) per missed event penalty. The Vice-President will review all work party attendance information and confer with the Board of Directors to determine if a penalty will be assessed. Penalties are due September 1st that same year. If not paid by 1 September, membership shall be revoked until paid in full. Members owing work party fees may not hunt on Club property or bring personal gear on the property until the fees are paid in full. (2022)
- 6.5 Members who are age 70 years of age or older shall participate in work parties on a voluntary basis. Members with disabilities may participate in work parties to the extent that they are able.

Article VII Club Finances

- 7.0 General. The Club will be responsible for all legitimate Club bills that might arise. The President, Vice President and the Treasurer are authorized to spend Club money only on approved budget items. All expenditures outside the approved budget require Board of Directors approval in advance. If the President and Vice President cannot agree that the expenditure is outside the approved budget items, it will then fall to the Board of Directors to make this decision. For accounting purposes, all invoices must be turned into the Treasurer, showing what was purchased, when it was purchased, where it was purchased, the amount of the purchase, and the date of the purchase. All receipts must be turned in within 90 days from the date of purchase in order to receive compensation.
- 7.1 Club expenses for each year should only be used from the checking account (general fund) for that annual year. Money used from the savings account should be paid back and should be used for emergencies or the acquisition of new property.
- 7.2 Checking Account. The Club's Checking account shall require the signature of the Treasurer. If the Treasurer is not available, then the President may sign a check to ensure Club business is conducted in a timely manner.
- 7.3 All funds paid into the treasury and out of the treasury in the amount of fifty dollars (\$50.00) or more will be paid by check or money order.

Article VIII Club Property

- 8.1 Leased Land. Use of leased land will be governed by and in accordance with the requirements as set forth in the current leases.
- 8.2 Allowable Vehicles on Leased Land. Other than Club House Road up to the skinning shed, only all-terrain vehicles (ATV) may be utilized on leased land, with the exception of vehicles used by dog runners and vehicles used to take hunters into and out of the hunt area.
- 8.3 The most important asset we have is the land we have permission to hunt. This privilege cannot be abused.
- 8.3.1 No open fires will be permitted in the woods or on club house property at any time.
- 8.3.2 No tree will be cut for any purpose unless the tree is dead and/or posing a hazard.
- 8.3.3 Ensure all cigarettes are out. Hunters and guests shall police the area around their assigned stands to remove all cigarette butts that were discarded.
- 8.3.4 In the case of fire in our area, members will be notified and be expected to help fight the fire.
- 8.3.5 Trash will not be strewn about the Club areas or woods. Trash receptacles will be provided. What you take in, take out. Leave only your footprints.
- 8.3.6 No one is permitted to remove club property from the Club areas or grounds without the permission of the President or a board member.
- 8.4 The speed limit on Club House Road will be 5 miles per hour in the area of the campsites.

Article IX Hunting

9.0 Applicable Laws and Club Rules

- 9.1.1 All members shall abide by the current local, state and federal game laws and the recommendations of the Board of Directors regarding regulations, and the following Club laws.
 - a. The use of alcoholic beverages or intoxicating drugs before or during any hunting activity is prohibited.
 - b. Littering of Club areas or surrounding property is prohibited.
- c. Leaving the stands during an organized deer drive is prohibited except for sickness, safety, and emergency or as directed by the Hunt master.
- d. Hunters must remain on their stand or within ten (10) feet of their stand until the hunt is declared over by the Hunt Master or a board member in the absence of the Hunt Master.
- e. All hunting contracts must be signed by each individual member prior to hunting on any part of Club hunting property.
 - f. Abusive or unsportsmanlike behavior is prohibited and will NOT be tolerated.
- g. All deer harvested during any season must be recorded that day via electronic tagging in accordance with current DWR (Virginia Department of Wildlife Resources). Additionally, each harvested deer must be tagged with the hunter's name, date, and electronic tag number. This action will provide any Virginia Conservation Police Officer (formerly Game Warden) with clear information and direction should they visit the club (2022).
 - h. Members may harvest up to three bucks total during the black powder and archery seasons.
 - i. Target practice on Bayside Sportsmen, Inc. leased property is prohibited.
- j. Hunting safety is paramount. Observation and review of hunter conduct regarding safety and staying on stand during organized drives can result in penalties:

First Offense — end of hunting for that day.

Second Offense — loss of hunting privileges for the remainder of the Club Year.

Third Offense — same as 2nd Offense in addition to loss of ability to join Bayside Sportsmen following year.

- k. Roadrunners and dog handlers are to be appointed by the Hunt Master or in his absence a board member.
- I. Roadrunners will be reimbursed at a rate agreed upon by the board of directors and only when dogs are used.

9.2.0 Any Club member(s) who witnesses a violation of the above laws shall report the infraction to the President or the Hunt Master in charge. Failure to report a violation will be treated as if the witness committed the infraction themselves.

9.3 Penalty for Violation

9.3.1 Members in violation of the Club's By-Laws, specifically article IX will have their membership card confiscated and be suspended by the President or Hunt Master in charge if a violation is deemed unsportsmanlike, puts safety at risk or any other action that infringes on the rights or privileges of the Club or its members through the violation of federal or state game laws. A meeting of the Board of Directors shall be convened by the President to determine the length of suspension. Any suspended member will forfeit all hunting privileges and dues.

9.3.2 A member whose membership card has been confiscated may appeal this action by appearing before the Board of Directors which may, in its option, reinstate the member.

9.4 Individual Hunting

- 9.4.1 Individual hunting is defined as any hunting event not organized by the Club or hunting in groups of less than three (3). Individual hunters MUST log in and out on the dry-erase board in the skinning shed. Hunters will log in the time and stand/area which they are hunting. Upon completion of the individual hunt each member will remove their information from the dry-erase board. All other requirements with regard to safety, alcohol, weapons, ammunition, tagging and recording of a kill as defined in these by-laws and the laws of the Commonwealth of Virginia apply. Individual hunting is not allowed on organized hunts days.
- 9.4.2 Organized hunting is defined as when four (4) or more hunters collectively hunt by means of man drives or the use of dogs to move game. Organized deer hunting is not authorized on any club property unless it is a scheduled, club organized drive. Unscheduled organized hunts must be announced not later than twenty-four (24) hours in advance with Club President and Hunt Master approval. These unscheduled, organized hunts will be announced via social media to include email, Facebook, and/or the Club's website. (2019)
- 9.4.3 Individuals must sign out and in at the skinning shed and mark their location on map on non-organized hunt days.
- 9.4.4 During deer and turkey seasons, follow the procedures as described in these by-laws.
- 9.4.5 Hunting on Sundays is permitted per state law. See procedures for individual hunting for any club or property restrictions. Review the property map which hunting is allowed on. Abide by Club rules for hunting on Sunday. 9.4.6 All stands designated on the Club maps are "Club" stands and are on a first come first serve basis. All lock-on's, climbers, or ground blinds should be marked on the map but cannot be hunted without the permission of the owner of the stand. Each hunter must sign "in" and "out" at the sign-in board located in the skinning shed.
- 9.4.7. Although not required, it is recommended that individual hunters carry an FRS radio (channel 2) to help one another in the even assistance is requested or in the event of an emergency.

9.5 Organized Hunting

- 9.5.1 There will be organized deer drives on the following days:
- a. Hunts shall be conducted on Fridays (2022), Saturdays and holidays during open season. Friday hunts will conclude at 1 pm to prevent a hard run on the property.
 - b. Hunts will begin at 7:00 A.M. at which time stands will be drawn (2022).
- c. Once drawn, stand assignments will not be changed. Hunters can ride to their drawn stand with any vehicle going to the area of the hunt. Every effort will be made to keep younger, less experienced hunters with their sponsor. (2022)
- d. Firearms will not be loaded in the area of the clubhouse or in vehicles. Firearms will not be loaded until the hunter has arrived on his/her stand. The firearm safety will not be taken off until the hunter has identified his/her game.

- e. Crossbows will not have a bolt inserted in the crossbow in the area of the clubhouse or in vehicles. Crossbows will not be loaded until the hunter has arrived on his/her stand.
- 9.5.2 The President or Hunt Master may cancel an organized hunt if, in their judgment, there are justifiable reasons to do so such as insufficient number of hunters, foul weather or safety.
- 9.5.3 Target practice is prohibited Bayside Sportsmen leased property.
- 9.5.4 Rifles are not authorized. Shotgun slugs are not authorized during organized hunts. Slugs are authorized while individual hunting.
- 9.5.5 Any member or guest, who chooses, shall be permitted to carry a handgun while hunting. Any member or guest who elects to carry a handgun while hunting at Bayside Sportsmen must do so in accordance with federal and commonwealth rules, regulations, and laws. Any member who displays inappropriate, reckless, and/or illegal behavior with their handgun will be subject to permanent expulsion from Bayside Sportsmen (2023).

9.6 Meeting Time and Place of Organized Hunts

- 9.6.1 Designated meeting time for organized hunt is 7:00 AM at the skinning shed.
- 9.6.2 Hunters will be required to meet and sign in at the designated time and place with the Hunt Master. Any hunter arriving late may hunt only at the discretion of the Hunt Master.

9.7 Organized Drives

- 9.7.1 All members and guests of Bayside Sportsmen, Inc. hunting during an organized deer drive shall hunt together on their drawn stands under the direction of the Hunt Master and will adhere fully to these By-Laws. Exceptions to this law are listed in paragraph 9.4.2.
- 9.7.2 No hunter under the age of 12 will be allowed to take the stand alone. Hunters between the age of 12 and 18 must be given permission by the Hunt Master and/or President to take a stand alone.
- 9.7.3 A new dog driver must accompany an experienced dog driver until such times as the Hunt Master and the experienced dog drivers agree that he/she knows the property well enough to carry out a drive safely on his own.
- 9.7.4 Responsibility for the well-being and the ability to retrieve dogs lies with all Club members. The dog drivers are not solely responsible. Members will carry a rope or leash for retrieving dogs while hunting on organized drives.
- 9.8 Penalty for the discharge of an authorized firearm that misses a deer.
- 9.8.1 Each hunter is honor bound to report any missed shots. Any shot during an organized hunt will be considered as a shot at a deer regardless of the target.
- 9.8.2 The amount of one dollar (\$1.00) per shot will be collected by the Hunt Master or Treasurer from the hunter who shoots at and does not recover any (all) game animal being targeted during that hunting day. If more than one hunter shoots at a game animal and the animal is recovered by one of the hunters, all other hunters who shot will pay the missed shot penalty fee of \$1.00.
- 9.8.3 The money collected from the missed shots will be put into the Club's bank account.
- 9.8.4 Safety consideration. No hunter may discharge a firearm or archery equipment down a path or road. Especially hunters who are on the ground. Any hunter, member, or guest, who discharges a firearm or archery equipment down a path which endangers the wellbeing of another hunter or dog runner will be removed from that day's hunt. A second offense will result in removal from the club. (2021)

9.9 Division of Venison

9.9.1 The hunter who harvests a deer is entitled to his/her choice of one ham or whole blackstrap tenderloin in addition to the hide, horns, head and legs.

- 9.9.2 In order to be entitled to draw for venison, a hunter must have participated in a hunt on which a deer was harvested. 9.9.3 A paying guest is entitled to a regular draw for a piece of venison provided a deer was harvested on a hunt in which he/she participated.
- 9.9.4 The non-paying child of a member is entitled to a draw of a piece of venison if the child has held a stand-alone during a hunt on which a deer was harvested.
- 9.9.5 To be eligible for a meat draw, a hunter must be present on a drive when deer are taken. All hunters must be present to draw venison after the hunt. Exceptions: 1) Members still looking for dogs may have a draw made for them. 2) Members who must leave early for unscheduled emergencies and have personally checked out with the Hunt Master and have designated a person for a draw, may pick their draw up from the designated person.
- 9.9.6 Unless a large number of deer are harvested relative to the number of hunters each deer will be cut into 11 pieces excluding the harvester's piece. Each individual piece will be numbered and laid out for the draw. When more pieces are available than hunters who wish to draw, including the harvesters, multiple draws will be held until the venison is disbursed. On the last draw, blanks will be added to the draw numbers such that the total of draw numbers equals the number of hunters wishing to draw. When the pieces of venison available on any given draw are less than the number of hunters wishing to draw, including the harvester(s), the harvester(s) are excluded from the 1st draw as they would have had their choice of first cut. They may participate in subsequent draws if they desire to do so.
- 9.9.7 The Hunt master, or their designee, with the approval of the majority of hunters at the skinning site, may prescribe an alternate, systematic method for the division of venison.

9.10 Expense

- 9.10.1 Dog Drivers must provide at least eight dogs for drives and meet the following requirements in order to be considered for compensation.
- 9.10.2 The Dog Drivers and total number of dogs for the following season will be established at the first Board meeting after the hunting season. Changes and additional drivers/dogs may be addressed at later dates by the Board.
- 9.10.3 If a member or guest wounds a dog during an organized hunt, then that member or guest is responsible for paying the vet bill. If the guest does not pay the bill, then the member who sponsored the guest is responsible for paying the bill. If the dog is killed, The Board of Directors shall determine the replacement fee.
- 9.10.4 Approved members who provide a full day (or equivalent) of heavy equipment (tractor, bulldozer, act.) operation will receive \$75.00 per day. The club will pay for up to a total of 15 days of heavy equipment operation. Heavy equipment costs exceeding \$1,125.00 must be approved in advance by the Board of Directors. (2019)

Article X Hunt Dogs Ownership, Expense, and Kenneling

- 10.1 Article ten was created in 2022 to consolidate all by-laws pertinent to the ownership, expense, and kenneling of all dogs used to hunt at Bayside Sportsmen, Inc.
- 10.2 A senior dog owner will be appointed by the Board of Directors to ensure proper maintenance of the kennels, to include cleanliness and compliance with by-laws, and Commonwealth of Virginia and Surry County laws and regulations (2022).
- 10.2 Dog Owners: Dog owners are defined as a person who has eight (8) dogs available to the Hunt Club for organized hunts at the beginning of the season. Dog owners will pay annual dues as defined in these by-laws to include the cost of the club's raffle tickets. The dogs will be made available for organized hunts and in the absence of the Hunt Master, and any board member, may use the dogs to conduct an organized hunt. (2008)
- 10.3 A guest who utilizes his/her dogs during organized drives may hunt three times without paying guest fees. Thereafter, guest fees apply. Guests driving dogs or member owned dogs dedicated to Bayside Sportsmen, Inc. Hunt Club will not be charged a fee.
- 10.4 Roadrunners and dog handlers are to be appointed by the Hunt Master or in his absence a board member. Roadrunners will be reimbursed at a rate agreed upon by the board of directors and only when dogs are used.

10.5 Responsibility for the well-being and the ability to retrieve dogs lies with all Club members. The dog drivers are not solely responsible. Members are encouraged to carry a rope or leash for retrieving dogs while hunting on organized drives.

10.6 The Dog Drivers and total number of dogs for the following season will be established at the first Board meeting after the hunting season. Changes and additional drivers/dogs may be addressed at later dates by the Board.

10.7 New Dog Drivers may be considered for half dues and additional compensation after their first year of driving dogs as determined by the Board.

10.8 Kenneling. All dogs kenneled on Bayside Sportsmen property must ensure that their dogs are available exclusively for Bayside Sportsmen, Inc hunts. If dogs cannot be available for a specific hunt, the dog owner must inform the Club's Hunt Master and President forty-eight hours in advance of the hunt. Dog owners who cannot meet these requirements must remove their dogs from the Club's kennels immediately.

10.9 All kennels and surrounding property are off limits to all personnel with the exception of dog owners kenneling dogs on Bayside Sportsmen property, and the Board of Directors. This is due to the landowner's wishes that we keep all traffic on his property to a minimum. Members wishing access to the kennels must first obtain authorization from the Board of Directors.

As submitted by the Bayside Sportsmen, Inc. Secretary, these By-Laws were approved by the vote of the Club's General Membership on 22 October 2022.

Submitted for signature by the Club Secretary to the Board of Directors on 2 December 2022.

JEFFERY "JV" VINCENT, SECRETARY	(date)		
As approved by Club Membership and rec	eived by the O	fficers and Board of Directors, Bayside Sportsn	nen, Inc.
KEITH BARTH, PRESIDENT	(date)	BOBBY RICE, VICE-PRESIDENT	(date)
DALE HARRIS, TREASURER	(date)	HARRY LYNESS, HUNT MASTER	(date)
TIM DAUBERT, ASST HUNT MASTER	(date)	EDGAR WORLEY, BOARD MEMBER	(date)
DOUGLAS NICHOLSON, BOARD MEMBER	(date)	MICHAEL CARNAHAN, BOARD MEMBER	 R (date)