

**BYLAWS OF YACHT CLUB AT  
FORKED CREEK, INC.**

**ARTICLE I. NAME AND  
PURPOSE**

The name of the corporation is the Yacht Club at Forked Creek, Inc. (the "Club"). The Club is organized as a nonstock nonprofit yacht club incorporated under the laws of the State of Maryland in accordance with Section 501(c)(7) of the Internal Revenue Code for the purpose of stimulating interest in boating and sailing, promoting social recreation, providing facilities for the enjoyment of its members, and enhancing the general welfare of the community.

**ARTICLE II. MEMBERS**

**Section 2.1. Membership.**

2.1.1. The membership of the Club shall consist of one (1) class of voting members (hereinafter referred to as the "Members"). Each Member must be at least twenty one (21) years of age and may not be a corporation, partnership, or other entity. Members shall have the voting rights provided in Section 2.7.

2.1.2. An individual and such individual's spouse shall be considered a single Member and shall have one (1) collective membership vote. Notwithstanding the foregoing, an individual and spouse may elect to be treated as separate Members, provided both the individual and the spouse pay separate fees and dues.

2.1.3. A Member having rights to more than one (1) slip, i.e., having more than one (1) membership, may only rent out the use of one (1) slip, in accordance with the terms of Article II, Section 6. No Member shall have rights to more than two (2) slips.

**Section 2.2. Non-Discrimination.**

Membership in the Club is without regard to race, creed, color, religion, sex, national origin, or age.

**Section 2.3. Dues, Assessments, and Other Fees.**

2.3.1. Members shall pay annual membership dues to cover the ongoing operating costs of the Club, and a Capital Facilities Assessment as necessary to cover the maintenance costs of the Club's physical facility. Special or emergency assessments may also be imposed, subject to the approval of the Members. The amount of all dues and assessments shall be set by the Board of Directors, subject to the approval of the Members. All dues and assessments shall be payable in accordance with such schedules as may be established by the Board of Directors. Written notice shall be provided to the Members at least thirty (30) days before any changes in dues, assessments, or other fees take effect.

2.3.2. If a Member fails to pay membership dues, assessments, or any other fees within thirty (30) days of such payment being due, such Member shall be notified in writing and such Member's name shall be posted to the Club's bulletin board. If payment is not received within thirty (30) days after the mailing of such written notice, such Member's membership will be terminated and a default fee of \$40.00 shall be added to the outstanding payment amount. For the avoidance of doubt, termination of membership shall not extinguish such former Member's outstanding financial obligations. Following the termination of membership, any outstanding debt owed by a former Member to the Club shall incur an additional late fee every thirty (30) days that such debt remains unpaid. Such late fee shall be equal to the greater of \$20.00 or 5% of the outstanding debt. Reinstatement of a former Member's membership shall require the payment of all outstanding debts, including all assessed fees, and approval of the Board of Directors. No membership shall be renewed for a succeeding year unless all outstanding debts have been paid in full.

2.3.3. If a Member's check is returned unpaid, a dishonored check fee of \$50.00 will be due from the Member to the Club, in addition to any other amounts due and payable.

**Section 2.4. Liens; Redemptions.**

All indebtedness owed by a Member to the Club shall constitute a lien upon such Member's slip. If any such indebtedness is ninety (90) days past due, the Board of Directors may redeem such Member's slip at its then-current redemption value, upon ten (10) days prior written notice to such Member. The proceeds of any such redemption shall be applied first to the payment of expenses of the redemption; second, to the payment of debts owed to the Club by the Member, including a 10% transfer fee; and third, to the former Member.

### Section 2.5. Termination of Membership.

Membership in the Club shall be terminated if a Member fails to pay all required membership dues and other fees in full by the due date established by the Board of Directors. In addition, the Board of Directors may suspend or terminate a Member's membership for violation of the Club's Rules and Regulations. Members terminated for nonpayment of debts, or suspended or terminated for violating the Club's Rules and Regulations, shall be denied all use of the Club's facilities, including, but not limited to, use of any and all slips, parking lots, and/or storage areas located on the Club's property or otherwise belonging to the Club.

### Section 2.6. Slip Use and Other Membership Rights.

2.6.1. Membership in the Club entitles the Member to the right of free access to the lands and tenements of the Club, subject to these Bylaws and the Club's Rules and Regulations. Once approved as a member and assigned a permanent specific slip, a Member shall have the exclusive right to use such Member's slip, in addition to the shared right to use common property of the Club.

2.6.2. A Member shall have the right to rent out the use of the Member's slip, provided the following conditions are met:

- a. Member and lessee execute a License Agreement provided by the Club and submit such agreement to the Board of Governors
- b. Lessee provides to the Board of Governors a valid certificate of insurance evidencing the limits and coverage minimums as determined by the Board of Governors, and
- c. Lessee conforms to the Club's Rules and Regulations

2.6.3. Each Member is responsible for any and all repairs and maintenance of electrical power to the Member's slip. Such repairs and maintenance include the meter as well as all parts of the slip. A Member shall have the right to make improvements to the Member's slip (i.e., add better lighting, make electrical improvements, etc.), subject to the approval of the Board of Directors. Upon transfer of slip and/or termination of membership, the Board of Directors may require the transferring/departing Member to bring the slip back to its original condition. All improvements, maintenance, and repairs as provided in this Section shall be the sole responsibility of the Member and not the Club.

2.6.4. Members with complaints or suggestions about the Club's operations should address them in writing to the Board of Directors, or to the Secretary, or should request in writing an appearance before the Board of Directors.

### Section 2.7. Voting and Notice.

2.7.1. Members in good standing shall be entitled to vote on all matters submitted to a vote of the membership by the Board of Directors, or as required by these Bylaws or applicable law. Unless otherwise required by these Bylaws or applicable law, any action approved by the majority of the Members present at a meeting at which a quorum is present shall constitute the action of the Members. Eleven (11) Members shall constitute a quorum.

2.7.2. The affirmative vote of a majority of the entire membership is required for the following actions:

- a. Approval of any capital improvements or acquisitions exceeding \$10,000.00.
- b. Approval of any action by the Board of Directors to borrow funds, or encumber or sell any asset of the Club, subject to thirty (30) days prior written notice of the meeting and proposed action.

2.7.3. The affirmative vote of a supermajority, i.e., two-thirds, of the entire membership is required for the following actions:

- a. Approval of any assessment, subject to fifteen (15) days prior written notice of the meeting and proposed action.
- b. Approval of amendments to these Bylaws, subject to thirty (30) days prior written notice of the meeting and proposed action.
- c. To overrule any action taken by the Board of Directors.

2.7.4. Any member notifications, as required by these Bylaws, can be made by electronic transmission (i.e., email) or other written communications

### Section 2.8. Meetings.

2.8.1. Meetings of the Members shall follow *Robert's Rules of Order Revised* to the extent possible, except that in any case of conflict this document supersedes *Robert's Rules*.

2.8.2. There shall be a General meeting of the membership in November of each and, if deemed necessary by the Commodore, a General meeting in the Spring/Summer of each year.

2.8.3. Special meetings of the membership may be called by the Secretary at the request of the Commodore, or at the request of three (3) members of the Board of Directors.

2.8.4. Election of members of the Board shall be held at the November meeting of the Members.

### Section 2.9. Transfers.

2.9.1. A Member in good standing may submit a request to sell such Member's slip to another individual by completing the Application for Transfer of Membership. Approval of such request is subject to the Board's approval. If the proposed transferee does not conform to the Club's Rules and Regulations, or if the transferring Member is not in good standing, the Board may reject the transfer request.

2.9.2. The minimum price for the sale of a slip shall be set by the Board of Director's from time to time. If the transferring Member obtains a price higher than the set minimum, such higher price shall be used as the sale price and the basis for any related fees. The Club shall retain a fee equal to 10% of the sale price and the transferring Member will receive the net balance. If the transferee is an existing Member of the Club, the 10% fee will be waived; however, the Board may set a reasonable fee to cover any costs incurred by such transfer.

2.9.3. A member, or the estate of a member, who is departing the Club, may transfer such member's slip to an immediate family member without payment of a fee to the Club. If the transfer does not terminate the membership of the transferring member, the transferee family member will be considered a new member and the 10% transfer fee will apply. For purposes of this section, immediate family means a member's spouse, children, and grandchildren. Transfers to other family members must be approved by the Board of Directors.

## **ARTICLE III. DIRECTORS**

### Section 3.1. General Powers and Duties.

3.1.1. The business and affairs of the Club shall be managed under the direction of its Board of Directors consisting initially of those individuals named in the Articles. The Board of Directors shall have the power and authority to:

- a. Make rules and regulations for the grounds, waterfront and docks, and for all other matters not addressed in these Bylaws;
- b. Interpret these Bylaws and to interpret the Club's Rules and Regulations. In all such matters of interpretation, the Board's decision is final unless overturned in accordance with Section 2.7.3.c;
- c. Suspend or terminate a Member for misconduct, and, in accordance with the notification procedures of Section 2.3.2, to suspend or terminate a Member for failure to pay dues, assessments, or other debts due to the Club, and for violation of these Bylaws, Rules and Regulations;
- d. Collect and manage all fees, dues and assessments, and to set minimum prices for memberships;
- e. Act as the agent for any transfer of membership;
- f. Accept or deny applications for membership and set rules of operation and conduct of membership;
- g. Prepare annual budgets and expend Club funds for the operation and maintenance of facility;
- h. Act as the arbitrator of disputes between members.

3.1.2. All checks in excess of \$1,000.00 for expenses not previously authorized must be signed by the Commodore and the Treasurer, unless one of the above is unable to do so for any reason, in which case the Vice Commodore may sign in his or her absence. The Board has the authority to refinance debts as it deems appropriate but may not borrow new or additional funds

without the approval of the membership, as specified in Section 2.7.2.b.

3.1.3. The Board shall oversee the Capital Account, in which shall be deposited (i) the membership (slip) transfer fee paid by new Members, (ii) surplus monies remaining at the end of a fiscal year, (iii) donations and bequests, and (iv) such other monies as the voting membership or the Board may approve. Monies deposited in this account are dedicated to supporting major improvements in the Club property. Disbursements from this account require the authorization of the Board of Directors.

3.1.4. At each meeting of the membership, the Board shall report, through its Commodore and Treasurer, on the financial condition of the Club. As part of its report, it shall render an end-of-year financial statement for the preceding fiscal year.

3.1.5. In addition to the powers expressly conferred upon them by these Bylaws, the Board of Directors may exercise all the powers of the Club not reserved to the Members by the Articles, these Bylaws, or by law. From time to time, the Board of Directors may delegate to officers of the Club such powers and duties as it may see fit in addition to those specifically provided in these Bylaws. The Board of Directors shall keep minutes of its meetings and a full account of its transactions.

### Section 3.2. Number and Tenure.

The Board of Directors shall be elected by the Members. Each director shall hold office for a term of two (2) years and until a successor shall have been elected and qualify. The terms of the initial directors may be staggered, in order to permit an ongoing orderly rotation of directors. The number of directors may, at the election of the Members, be decreased to not less than three (3) or increased to a number not exceeding ten (10).

### Section 3.3. Election.

3.3.1. The Board of Directors shall appoint a committee of three (3) Members in good standing to be known as the "Nominating Committee". It shall be the responsibility of the Nominating Committee to propose a list of nominees for members of the Board of Directors for the ensuing election year. The nominations are to be emailed to all Members at least thirty (30) days before the Members' November meeting. All nominees will be contacted in advance to ensure their willingness to serve before the presentation of the slate. Additional candidates may be nominated from the floor by Members in good standing at the Members' November General Meeting. All such candidates must be contacted before nomination to ensure their acceptance, if elected.

3.3.2. The Nominating Committee shall select a Chairperson from among themselves. The Chairperson will preside over the election of directors. A simple majority of the total voting Members in attendance will carry the vote. In case of a tie, the voting will continue until the tie is broken.

3.3.3. Elected directors will take office on January 2 following their election, or as soon thereafter as possible, to coincide with the Club's fiscal year, but shall have access immediately after the election to all necessary books and records of the Club for purposes of planning and budgeting.

3.3.4. If there are unusual circumstances involved in the election not covered by these Bylaws, the Board of Directors will make appropriate decisions as outlined in Article VII. Section 7.3.

### Section 3.4. Meetings.

3.4.1. A regular meeting of the Board of Directors shall be held quarterly each calendar year, on a day and at a time and place to be determined by the Commodore or the directors.

3.4.2. Special meetings of the Board of Directors may be called by the Commodore or by any two (2) directors.

3.4.3. The Board of Directors may hold its regular and special meetings at such place within or without the State of Maryland as it may from time to time determine. In the absence of such determination, regular and special meetings of the Board of Directors shall be held at the principal business office of the Club.

3.4.4. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meetings can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

### Section 3.5. Notice.

3.5.1. Notice of the place, day and hour of every regular and special meeting shall be given to each director:

- a. By notice in writing, mailed postage prepaid, not later than the third day before the day set for the meeting and addressed to the director's last known post office address according to the records of the Club; or
- b. By telephonic or electronic communication or by notice in writing delivered personally or left at the director's residence or usual place of business not later than the second day before the day set for the meeting.

No notice of the time, place or purpose of any meeting need be given to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice or who attends the meeting.

### Section 3.6. Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at every meeting. If at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period in excess of thirty (30) days, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called. Except as otherwise provided in the Articles or these Bylaws, the action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors. In the event of a tie, the Commodore shall cast the deciding vote.

### Section 3.7. Vacancies.

Any vacancy occurring in the Board of Directors shall be filled by the remaining directors. A director elected to fill a vacancy shall serve until the next election.

### Section 3.8. Resignation and Removal.

A director may resign at any time by notifying the Commodore or Secretary of the Club in writing, specifying the effective date of the resignation. In the event that a director fails to specify the effective date of the resignation, such resignation shall become effective on its date of receipt. A director may be removed by the vote of two-thirds of the Board of Directors (not including such director) for misconduct and/or for failure to attend two (2) of any three (3) consecutive meetings.

### Section 3.9. Compensation.

Directors shall receive no compensation for their services as such but may, by resolution of the Board of Directors, be allowed reimbursement for their expenses actually and reasonably incurred on behalf of the Club.

### Section 3.10. Informal Action by Directors.

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a unanimous consent which sets forth the action is given in writing or by electronic transmission by each director and such is filed in paper or electronic form with the minutes of proceedings of the Board of Directors.

## **ARTICLE IV. OFFICERS**

### Section 4.1. In General.

4.1.1. The officers of the Club shall consist of a President who shall be referred to as Commodore, a Vice Commodore, a Secretary, and a Treasurer, and, whenever deemed advisable by the Board, one or more Assistant Secretaries or Assistant Treasurers.

4.1.2. The officers of the Club shall be elected by the Board of Directors and shall be chosen from among the directors. The terms of office of all officers shall be for two (2) years or until a successor shall have been duly elected, unless the officer's tenure is sooner terminated by incapacity to serve, resignation, or removal. Any two (2) offices, except those of Commodore and Vice Commodore, may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity when such instrument is required to be executed, acknowledged or verified by any two or more officers. Unless otherwise specified herein, there is no limit to the number of terms an officer can serve. The Board of Directors may from time to time appoint such other agents and employees, with such powers and duties as the Board may deem proper.

### Section 4.2. Commodore.

4.2.1. The Commodore shall have served at least one (1) year on the Board of Directors to be eligible for election and shall not serve more than two (2) consecutive terms as Commodore.

4.2.2. The Commodore shall be the Chief Executive Officer of the Club and shall, when present, preside at all meetings of the directors. The Commodore shall have general management and direction of the activities of the Club and all powers ordinarily exercised by the president of a corporation; shall appoint from the voting membership all committee chairpersons (standing and ad hoc) and define their duties as necessary; shall have authority to employ an administrator or other persons at salaries fixed by resolution of the Board of Directors to assist in the general management and direction of the activities of the Club; and shall have authority to sign and execute, in the name of the Club, all deeds, mortgages, bonds, contracts or other instruments to be executed on the Club's behalf, subject to the approval of the Board.

4.2.3. The Commodore shall have the right to spend up to \$500 per item for needs too urgent to await the next Board meeting, without approval by the Board of Directors. However, each such expenditure must be reported to the Board at its next meeting.

#### Section 4.3. Vice Commodore.

4.3.1. In the absence of the Commodore or in the event of his or her inability or refusal to act, the Vice Commodore shall perform the duties of the Commodore and, when so acting, shall have and may exercise all the powers of the Commodore.

4.3.2. The Vice Commodore shall be responsible for capital budget planning and strategic planning, and shall perform such other duties as from time to time may be assigned by the Commodore or by the Board of Directors.

#### Section 4.6. Secretary.

The Secretary shall keep minutes of the meetings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the corporate records and of the seal of the Club, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Chair or by the Board of Directors.

#### Section 4.7. Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the duties of the office in such sum and with such surety or sureties as the Board of Directors shall determine, the cost of which shall be borne by the Club. The Treasurer shall have charge and custody of all funds and securities of the Club, receive and give receipts for monies due to the Club, and deposit all such monies in the name of the Club in such banks or other depositories as shall from time to time be selected by the Board of Directors. In general, the Treasurer shall perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned by the Commodore or by the Board of Directors.

#### Section 4.8. Assistant Officers.

Each Assistant Secretary and Assistant Treasurer (if any) shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may prescribe.

#### Section 4.9. Compensation.

No officers shall receive any compensation for their services as such but may, by resolution of the Board of Directors, be allowed reimbursement for their expenses actually and reasonably incurred on behalf of the Club.

#### Section 4.10. Resignation and Removal.

An officer may resign at any time by notifying the Commodore or Secretary of the Club in writing, specifying the effective date of the resignation. In the event that an officer fails to specify the effective date of the resignation, such resignation shall become effective on its date of receipt. The Board of Directors shall have the power to set the term of any officer and at any regular or special meeting to remove any officer with or without cause. The Board may authorize any officer to remove subordinate officers.

Section 4.11. Vacancies.

The Board of Directors at any regular or special meeting shall have the power to fill a vacancy occurring in any officership.

**ARTICLE V. CONTRACTS, CHECKS, DEPOSITS AND GIFTS**

Section 5.1. Contracts.

The Board of Directors may authorize any officer or officers, or other agent or agents of the Club, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club, and such authority may be general or confined to specific instances.

Section 5.2. Checks, Drafts, Etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club shall be signed by such officer or officers, or agent or agents, of the Club, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5.3. Deposits.

All funds of the Club shall be deposited from time to time to the credit of the Club in such banks or other depositories as the Board of Directors may select.

**ARTICLE VI. SUNDRY PROVISIONS**

Section 6.1. Fiscal Year.

The fiscal year of the Club shall be the calendar year ending on December 31, unless some other fiscal year be specified by resolution of the Board of Directors.

Section 6.2. Seal.

The seal of the Club shall be circular in form with the name of the Club inscribed around the outer edge, and in the center shall be inscribed the word "Maryland" and the year of incorporation. In lieu of affixing the corporate seal to any document, it shall be sufficient to meet the requirements of any law, rule, or regulation relating to a corporate seal to affix the word "(SEAL)" adjacent to the signature of the authorized officer of the Club.

Section 6.3. Indemnification.

To the maximum extent permitted by the Maryland General Club Law and the Internal Revenue Code of 1986, as from time to time amended, the Club shall indemnify its currently acting and its former directors and officers, and may indemnify its agents and employees, to the full extent provided by the Articles.

Section 6.4. Amendments to Bylaws.

6.4.1. These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the vote or written assent of a majority of the directors, subject to the approval of the Members, as provided herein.

6.4.2. Amendments may be proposed by the Board of Governors or by individual voting members. Any proposed amendment must be endorsed by the signatures of at least three voting members in good standing.

Section 6.5. Dissolution.

Upon the dissolution and liquidation of the Club, after payment of all liabilities to creditors or real estate taxes, the assets of the Club then remaining shall be divided equally among all Members in good standing. If at the time such obligations are to be paid to a Member pursuant to the provisions of this Section, the Member is deceased, such obligation shall be payable to person(s) entitled to receive the properties of such deceased Member under the provisions of such Member's will or the applicable laws of intestate succession.

**RULES AND REGULATIONS OF  
YACHT CLUB AT FORKED  
CREEK**

1. A membership entitles the Member, such Member's spouse, and such Member's minor children to all privileges of the Club as specified in the Bylaws.
2. Vulgarity, profanity, or indecent language and actions will not be tolerated on the grounds or piers; at all times Members and their guests are expected to conduct themselves as Ladies and Gentlemen.
3. Do not strew paper or debris on Club property or throw garbage or debris overboard. Containers provided in the parking lot must be used for trash disposal. If you see things lying around, please pick them up.
4. The discharge of toxic materials overboard or disposal of such materials anywhere on Club grounds is strictly forbidden. Used oil, batteries, fuel, toxic antifreeze, or any other toxic/hazardous substance shall not be placed in the dumpsters and must be removed from Club property and disposed of at an approved recycling facility or local landfill.
5. Any person breaking fixtures, equipment, or otherwise damaging Club property is strictly responsible for same.
6. Club assumes no liability or responsibility for damage to or theft of any boat, whether owned by a Member or its tenant, or its equipment and inventory, or personal injury to its occupants, while the boat is docked at Club. This includes fire, theft, accidents, or loss of money or personal property.
7. All guests must be accompanied by members when using the Club's facilities.
8. Minors are not permitted to consume any alcoholic beverages of any kind. This will be enforced rigidly. Members and parents will be responsible for any violation of the liquor laws by their children and guests.
9. Members requiring temporary dockage at the Club for guest boats must notify a Club Officer prior to arrival. Boats tied up at the T-pier must be attended and moved if a Member needs to use the pump-out facility. Boats staying overnight for temporary recreational use must be in a vacant slip assigned by the Board of Directors .
10. If a Member desires to rent their slip, they must advise the Board of Directors in writing that they are renting their slip and present a fully executed copy of the License Agreement to the Board of Directors with proof of insurance as required by the Club License Agreement provided by the Club.
11. The fueling of boats at the Club is strictly prohibited. Fuel of any type shall not be stored in dock boxes. This is a safety, environmental, and insurance issue. There are no exceptions to this rule.
12. All boaters are asked to observe a 6 MPH maximum speed limit (no wake) in both directions between the Club and the Severn River channel.
13. All boaters temporarily moored in a slip must leave it and all slip holder's dock lines, electrical cords, hoses, etc. as found. Visitors are requested to use their own equipment.
14. All boaters should tie up in such a way that they do not block any ot and unrestricted movement. Any exceptions must be authorized by the representative.
15. No one may board any boat for any reason without the owner's permission except in cases of extreme emergency.
16. All dogs, while not aboard their owner's boat, must be always on a leash and under control of the owner.
17. Bare feet on the docks and grounds are strongly discouraged. For safety reasons, protective footgear is encouraged.
18. No crabbing is permitted between the hours of 9 PM and 6AM.
19. Children on the docks shall be always under adult supervision and control. Children under the age of twelve not accompanied by an adult must wear an approved life jacket when on or near the docks and bulkheads. Running is not permitted on the docks at any time.
20. All boaters should respect the rights of their neighbors. All audio equipment (radios, stereos, TV's, VHF CB, etc.) shall be kept at low volume and turned off when the boat is not occupied. No loud or boisterous behavior will be tolerated.



21. Only routine maintenance and repair may be performed on the boat. No extensive repairs or painting may be performed on the boat without the consent of the Fleet Captain.
22. All Members must present proof of liability insurance with minimum coverage of \$1,000,000 for their boat and maintain a current Certificate of Insurance with the Club each year so long as he/she is a Member. A VALID CERTIFICATE MUST BE IN THE POSSESSION OF THE Club FLEET CAPTAIN AT ALL TIMES. Likewise, if a Member exercised his/her right to sublet a slip in accordance with Section 2.6.2. of the Bylaws, it shall be the Member's responsibility to provide proof of insurance to the Club. Failure to comply with this provision will subject the Member to action by the Board, in accordance with Sections 2.5 and 3.1.1.c
23. There shall be no "live-boards" upon any authorized Tenant's boat. The Board of Directors in its sole discretion shall have sole authority to determine what constitutes a live-aboard. The baseline measure shall be someone living aboard a boat for a period of time which indicates it is not for daily recreational use but with the intent of "living" on the boat.

#### **BOAT/TRAILER STORAGE POLICY**

Small boat/trailer or vehicle storage will be permitted in the parking lot during the winter season based upon the following conditions: (a) The Member must notify the Board of Directors of their desire to store a boat/trailer/vehicle in the parking lot; (b) the fee will be \$250 for the five month winter season beginning no earlier than November 1 and ending no later than March 31; (c) the vehicle must have current license plates and insurance; (d) the Member is responsible for any damage to their equipment or to the Club's property.

#### **Policy for Notification of Membership Sale**

All Members shall notify the Club Board if they desire to sell their equity membership. Upon notification of a proposed sale, the Club Secretary shall notify all Members of the details of the sale. Upon completion of the sale, the current and new owners shall complete the "Club Application for Transfer of Membership" provided by the Club and return it to the Secretary.

#### **RENTAL OF SLIP # 36**

Slip # 36 may be leased by a Club Member for the boating season and cannot be sublet. The maintenance fee is \$1,200, payable to the Club Treasurer in advance. The lessee shall have rights to that slip until he/she gives up his/her right to the slip, i.e., the Member does not keep a boat in that slip. In the event that more than one Member desires to lease slip #36, the Club shall maintain a waiting list of Members until the slip becomes vacant. At that time, the Board of Directors shall assign the slip to the first Member on the waiting list and that Member will have use of the slip for the current and ensuing seasons.