



# Apostle Islands Yacht Club

## Bylaws

November, 2009

### Table of Contents

Article I..... General.....	2
Article II..... Membership.....	3
Article III..... Membership Fees and Dues.....	4
Article IV..... Stock Certificates.....	4
Article V..... Penalties; Termination of Membership .....	5
Article VI..... Administration.....	6
Article VII .... Meetings .....	9
Article VIII... Mooring and Winter Storage .....	10
Article IX..... Member and Guest Conduct .....	12
Article X..... Bylaw Amendments, Standing Resolutions .....	12

## ARTICLE I - General

1.1. **Definitions:** As used herein, the terms defined in this section shall have the meanings given them.

**Board:** the Club's Board of Directors.

**Club:** The Apostle Islands Yacht Club.

**Corporate Member:** A Member who holds a share of Club stock.

**Director:** A Board Member.

**Domestic Partners:** Persons living together as or as if a married couple.

**Expel:** To revoke Club Membership and all attendant privileges.

**Guest:** A person visiting the Club by express invitation of a Member.

**Member:** A Member of the Club.

**Mooring Member:** A Corporate Member whose boat is assigned to a slip at the Club.

**Notice:** Notice is given when presented as described in this Section.

(a) Notice is given by a Member to the Club or an Officer of the Club when in writing and mailed or delivered to the Club or the Officer at the Club's registered office.

(b) Notice is given by the Club to a Director, Officer, Member, or other person

(1) when mailed to the person at an address designated by the person, at the last known address of the person or, in the case of a Director, Officer, or Member, at the address of the person in the Club records;

(2) when communicated to the person orally;

(3) when handed to the person;

(4) when left at the office of the person with a clerk or other person in charge of the office, or if there is no one in charge, when left in a conspicuous place in the office;

(5) if the person's office is closed or the person to be notified has no office, when left at the dwelling or usual place of abode of the person with a person of suitable age and discretion residing in the dwelling;

(6) when provided to the person by means of electronic communication as provided under Minnesota Statutes Section 317A.450; or

(7) when the method is fair and reasonable when all the circumstances are considered.

(c) Notice by mail is given when deposited in the United States mail with sufficient postage.

(d) Notice is considered to be received when it is given.

**Officer:** The Commodore, Vice Commodore, Secretary, or Treasurer.

**Suspend:** To revoke Membership privileges for a specified period of time.

**Voting Member:** A Corporate Member, entitled to vote on Club matters.

1.2. **Purpose.** The purpose of the Club shall be to encourage and promote recreational sailing, and to provide and maintain a suitable clubhouse, mooring, and related facilities for the use of its Members.

1.3. **Fiscal Year.** The Club's fiscal year shall be October 1 through September 30.

## **ARTICLE II - Membership**

2.1. **Classes of Membership.** There shall be three classes of Club Membership, each entitled to only those Club privileges enumerated for that class.

2.1.1. **Corporate Membership.** Corporate Memberships may be issued to an individual or jointly to two domestic partners. Corporate Members are entitled to:

- (a) access to and use of all Club facilities, including boat mooring and off-season storage, as available, in accordance with Article VII;
- (b) notice of and admission to all Club meetings and social activities;
- (c) stand for election and hold Club offices;
- (d) vote on matters put to a vote of the Members;
- (e) notice of and participation in Club-sponsored sailing events, and;
- (f) access to and use of Club facilities for their children of age twenty-four or less.

2.1.2. **Associate Membership.** Associate Membership may be issued to individuals only, who shall be entitled to:

- (a) use of all Club facilities except boat mooring and off-season storage;
- (b) notice of and admission to Club meetings and social activities, and;
- (c) notice of and participation in Club-sponsored sailing events.

Associate Members shall not operate a Mooring Member's boat in the Club's riparian waters unless the mooring Member is aboard.

2.1.3. **Honorary Membership.** Honorary Membership may be conferred by unanimous vote of the Board to any consenting individual deemed to be deserving of such special recognition. Honorary Members shall be entitled to the same privileges as Associate Members and shall not be required to pay Membership dues or assessments.

2.2. **Membership Applications.** Applicants for Membership must be sponsored by two Corporate Members. Applications must be submitted on Club application forms, signed by the applicant and sponsoring Members, and forwarded to the Secretary with all required fees. The applicant's signature will be deemed to signify acknowledgment of and agreement to conform to the Bylaws and any other formally adopted Membership conditions.

2.2.1. **Action on Applications.** The Secretary shall forward Membership applications to the Executive Committee. Membership shall be granted upon approval of a majority of the Executive Committee. The Secretary shall promptly notify each applicant of the Committee's decision. New Members shall be given a Membership card, Club burgee, and Club decal. Corporate Members shall also be issued one share of stock. Fees shall be promptly forwarded to the Treasurer, or returned to applicants who are not accepted or withdraw their application.

2.3. **Bylaws.** Members must conform to the Bylaws and other formally adopted Club rules.

2.4. **Duration of Membership.** New Memberships become effective with approval of the Executive Committee and payment of required fees. All Memberships other than Honorary Memberships, which are perpetual, expire each year on September 30.

## **ARTICLE III - Membership Fees and Dues**

- 3.1. **Annual Fee Review and Adjustments.** Each year the Board shall adopt a Standing Resolution setting the amount and due dates of annual Membership dues and other fees for the following fiscal year. A current fee schedule shall be provided with each Membership application and, when revised, each Membership renewal form.
- 3.2. **Special Assessments.** Special assessments or surcharges may be adopted by affirmative vote of a majority of the Corporate Members present and entitled to vote at a regular or special Membership meeting, or by ballot as provided by Minnesota Statutes Section 317A.447.
- 3.3. **Prorating or Refund of Fees and Dues.** Fees and dues are generally non-refundable, but may be prorated or refunded at the Board's discretion.
- 3.3. **Applications for New Membership.** Membership fees shall be submitted with new Membership applications. The required initiation fee and payment for one share of Club stock shall also be submitted with applications for Corporate Membership.
- 3.4. **Renewal Fees.** Annual Membership renewal fees, winter storage fees, if applicable, and any special assessments shall be submitted with applications for Membership renewal.
- 3.5 **Timely Payment Required.** Members shall be notified of Club fees, dues, and other assessments at least ten days before their due date, as specified by the Standing Resolutions. Delinquent payments shall be grounds for imposition of penalties according to Article V.

## **ARTICLE IV - Stock Certificates**

- 4.1. **Issuance of Stock Certificates.** The Secretary shall sequentially number, register and date Club stock certificates as they are issued. Each stock certificate shall state the name of this corporation and that it is organized under the laws of Minnesota. Each Corporate Member shall be issued a stock certificate bearing the holder's name, certificate number, date of issuance, and the signature of the Commodore and Secretary.
- 4.2. **Stock Transfers.** Club stock shares are transferable only to the Club or domestic partner of record of jointly-held shares. Transfers of shares shall be made by the Secretary and recorded in the Club records upon surrender of the certificate, properly endorsed or accompanied by evidence of succession or authority to transfer.
- 4.3. **Lost or Destroyed Certificates.** A new certificate may be issued in place of any certificate alleged to have been destroyed or lost upon receipt of an affidavit of that fact by the holder of record or their authorized representative.
- 4.5. **Surrender of Stock Certificates and Stock Redemption.** Upon termination of a corporate Membership, the former Member or their authorized representative shall surrender their stock certificate to the Secretary, and its par value shall be refunded, or donated to the club, as requested in writing. If the certificate is not surrendered, the Secretary shall promptly notify the former Member or authorized representative that such surrender is required. If the certificate has been lost or destroyed, the par value may be paid upon submission of an affidavit stating such loss. If the certificate is not returned or affidavit submitted within 90 days after such notice, it shall be recorded in the Club records that the certificate is declared null and void, and the par value credited to stock equity.

## **ARTICLE V - Penalties: Reprimand, Termination, or Stock Certificates**

- 4.1. **Issuance of Stock Certificates.** The Secretary shall sequentially number, register and date Club stock certificates as they are issued. Each stock certificate shall state the name of this corporation and that it is organized under the laws of Minnesota. Each Corporate Member shall be issued a stock certificate bearing the holder's name, certificate number, date of issuance, and the signature of the Commodore and Secretary.
- 4.2. **Stock Transfers.** Club stock shares are transferable only to the Club or domestic partner of record of jointly-held shares. Transfers of shares shall be made by the Secretary and recorded in the Club records upon surrender of the certificate, properly endorsed or accompanied by evidence of succession or authority to transfer.
- 4.3. **Lost or Destroyed Certificates.** A new certificate may be issued in place of any certificate alleged to have been destroyed or lost upon receipt of an affidavit of that fact by the holder of record or their authorized representative.
- 4.5. **Surrender of Stock Certificates and Stock Redemption.** Upon termination of a corporate Membership, the former Member or their authorized representative shall surrender their stock certificate to the Secretary, and its par value shall be refunded, or donated to the club, as requested in writing. If the certificate is not surrendered, the Secretary shall promptly notify the former Member or authorized representative that such surrender is required. If the certificate has been lost or destroyed, the par value may be paid upon submission of an affidavit stating such loss. If the certificate is not returned or affidavit submitted within 90 days after such notice, it shall be recorded in the Club records that the certificate is declared null and void, and the par value credited to stock equity.

## **Suspension of Membership**

- 5.1. **Authority to Penalize, Reprimand, Suspend, or Expel.** Members may be reprimanded, suspended, expelled or otherwise penalized for cause, as provided by this Article.
- 5.2. **Violation of Rules or Laws; Detrimental Conduct.** Members who have violated the Bylaws or Standing Resolutions or otherwise engaged in conduct judged by the Board to be detrimental to the Club, or knowingly permitted a guest to do so, may be reprimanded, suspended, or expelled.
  - 5.2.1. **Complaints.** Complaints of Member misconduct must be in writing and forwarded to the Board over the signature of the complainant. The Board shall schedule a hearing to resolve the complaint if it finds probable cause.
  - 5.2.2. **Hearing.** A Member charged with misconduct shall be given 15 days prior notice of any Board meeting at which punitive action against the Member will be considered. The notice shall state the time and place of the meeting and the alleged infraction, and further advise the Member of their right to present written or oral arguments or witnesses in their defense. Upon receipt of the member's written request at least five days prior to such meeting, it may be postponed when deemed appropriate by the Board.
  - 5.2.3. **Unanimous Decision Required.** Board decisions on complaints must be unanimous, except that any Director who is a subject of a complaint shall abstain from decisions involving that complaint.
  - 5.2.4. **Order of the Board.** Within 90 days after the Board has heard a complaint, it shall issue a written order to dismiss the charge, or reprimand, suspend, or expel the Member, as it deems appropriate, based on the evidence presented and perceived gravity of the offense. Such order shall be signed by the Commodore or Vice Commodore and is effective ten days after it is mailed or given to the

Member. If the Board does not act to resolve a complaint within 90 days, it shall be dismissed.

**5.3. Non-Payment of Arrears.** Penalties for non-payment of arrears shall be according to this Article.

**5.3.1. Surcharges.** Late payments shall be subject to a surcharge as specified in the Standing Resolutions.

**5.3.3. Notification of Arrears and Surcharge.** When a Member is in arrears, the Treasurer shall promptly give written notice to the Member of the following:

- (a) the due date, amount, and particular obligation in arrears;
- (b) the surcharge on the arrears and total due, and

(c) that privileges afforded by payment of the amount due have been suspended, and may be reinstated only by payment within 14 days from the date of the notice.

**5.3.4. Revocation of Privileges.** If arrears remain unpaid 15 days after notification according to Section 5.3.3, the Treasurer shall promptly give written notice to the Member of the following:

- (a) the due date, amount, and particular obligation in arrears;
- (b) the surcharge on the arrears and total due;
- (c) that ten days from the date of the notice, the privilege afforded by payment of the arrears will be revoked, and
- (d) that it is the final notice;

If payment is not received by the specified date, the Treasurer shall give written notice to the Member, with a copy to the Commodore, of the privilege that has been revoked and effective date of such revocation. The Member shall be expelled if Membership dues remain unpaid. Expulsion does not relieve the former Member of the obligation to pay for services or goods previously received.

**5.4. Right of Appeal.** A Member may appeal an action under this Article by submitting a written request to the Board no later than 30 days after the effective date of the stated penalty, but only for alleged errors of fact or personal incapacity that prevented timely response.

**5.5. Restoration of Privileges after Suspension.** All privileges of Membership, including Membership seniority, are automatically restored when a suspended Member is reinstated.

**5.6. Effect of Membership Termination.** Expulsion is permanent unless rescinded according to Section 5.5, but shall not prevent the former Member from reapplying for Membership.

**5.7. Surrender of Membership Materials.** Members who resign or are expelled shall surrender their current membership card and other membership materials to the Secretary.

## **ARTICLE VI - Administration**

**6.1. Board of Directors.** A Board of eight Directors, elected by the Corporate Members, shall manage the Club's business. This Board shall include an Executive Committee of Officers consisting of the Commodore, Vice Commodore, Secretary and Treasurer. The additional Directors shall be the past Commodore, Harbormaster, Facilities Manager, and Social Director.

- 6.1.1. **Terms.** Directors shall serve for two years, or until their respective successor is elected and qualified or appointed, and may serve consecutive terms. The past Commodore shall serve as a Director for the following term without standing for election.
- 6.1.2. **Nominations.** A Nominating Committee appointed by the Board shall nominate a slate of Directors and Officers and prepare an official ballot which shall be mailed to Corporate Members no later than 30 days prior to the annual Membership meeting. Written nominations submitted by Corporate Members, if received by the Commodore by September 15, shall be included on the official ballot. Nominations may also be made from the floor at the annual Membership meeting.
- 6.1.3. **Elections.** An election of Officers and Directors shall be held at the annual Membership meeting in each odd-numbered year. Absentees may vote by mail-in ballot supplied by the Board with the Annual Meeting notice, which shall be counted when received prior to tallying such votes at the Annual Meeting. A majority, or where there are more than two nominees for a position, a plurality, of the votes cast shall constitute a valid election.
- 6.1.4. **Resignation or Removal of Directors.** A Director may resign at any time by giving written notice to the Board. Resignations are effective without acceptance when the notice is given, unless a later effective time is specified. A Director may be removed at any time, with or without cause, by affirmative vote of two-thirds of the Directors or two-thirds of the Members casting votes.
- 6.1.5. **Board Vacancies.** Board vacancies may be filled for the remainder of the current term of office by majority vote of the remaining Directors or Members.
- 6.1.6. **Indemnification.** Each Member or former Member who is or was a Director or committee Member, served as an agent of the Club, or performed any authorized service for the benefit of the Club, shall be indemnified by the Club to the fullest extent permitted by law or judicial or administrative decision against any fine, liability, cost, or expense, including attorney's fees, asserted against the Member or incurred by the Member in such capacity or arising out of the Member's status as Director, Officer, agent, or representative. The Club may maintain insurance, at its expense, to protect itself and any such Members against fines, liabilities, costs or expenses, whether or not the Club would have the legal power to indemnify a Member against such liability.
- 6.2. **Executive Committee.** The Executive Committee may act on behalf of the Board between regular Board meetings and in lieu of special Board meetings. The Executive Committee may not appoint new Officers or amend the Bylaws, but shall otherwise possess full powers of the Board except where specifically prohibited by the Board, the Bylaws, or applicable laws. The Executive Committee may act without formal meetings, call, notices or waivers thereof, provided there is unanimous agreement of Committee Members on any action taken.
- 6.3. **Commodore.** The Commodore is the Club's chief executive officer, and shall:
- (a) preside at Membership and Director's meetings;
  - (b) provide general and active management of the business of the Club;
  - (c) execute or direct the execution of Board orders and resolutions;
  - (d) execute bonds, mortgages and other contracts in the name of the Club, and;
  - (e) exercise the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

- 6.4 **Vice Commodore.** The Vice-Commodore shall, in the absence or disability of the Commodore, perform the duties and exercise the powers of the Commodore.
- 6.5 **Secretary.** The Secretary shall:
- (a) attend all Board and Membership meetings and record the proceedings thereof;
  - (b) give, or cause to be given, notice of all Membership and special Board meetings;
  - (c) retain and maintain the corporate stock certificate log;
  - (d) preserve and make appropriate additions to the Club's historical records, including, as a minimum, prior editions of Bylaws, Standing Resolutions, Club logs, meeting minutes, and other documents as directed by the Commodore or the Board, and
  - (e) perform other duties as directed by the Board or Commodore
- 6.6. **Treasurer.** The Treasurer shall be responsible for custody of the Club's funds and securities, and shall:
- (a) deposit, or direct the deposit of all cash and cash equivalents in the name and to the credit of the Club in depositories designated by the Board;
  - (b) maintain, or direct the maintenance of full and accurate cash-basis accounts of financial transactions in Club records;
  - (c) disburse or direct the disbursement of Club funds as approved or ordered by the Board, or billed by a vendor for goods and services previously authorized by the Board or a Director granted such authority;
  - (d) render an account of all transactions and the financial condition of the Club to the Commodore and Directors at regular Board meetings, or whenever they may require it;
  - (e) prepare or direct the preparation of year-end financial reports according to generally accepted accounting practices and its distribution with the official notice of the annual Membership meeting.;
  - (f) file or direct the filing of Wisconsin sales tax returns and payment of sales taxes due before the end of the month following the tax period;
  - (g) biennially renew the Club's Wisconsin Sales Tax Permit, and
  - (h) annually file or direct the filing of the IRS tax-exempt organization return, Form 990 or 990-EZ, by the due date of February 15.
- 6.7. **Audits.** The Commodore shall annually appoint two non-executive Corporate Members to audit the Club financial records. Results of this audit shall be made available for review at the annual Membership meeting.
- 6.8. **Duties of the Facilities Manager, Harbormaster, and Social Director.** The Facilities Manager, Harbormaster, and Social Director shall have such powers and duties as may be delegated to them in the Bylaws or by Board resolution. Action taken by Directors under this Section shall be subject to Board approval.
- 6.8.1. **Discretionary Spending.** Directors acting under Section 6.8 may, without prior Board approval, purchase goods and services needed to carry out their duties, within annual expenditure limits set in the Standing Resolutions. Any spending over the limit must have prior Board approval.
- 6.8.2. **Review of Accounts Payable.** Each Director shall review and approve bills for goods and services purchased under their jurisdiction before submitting them to the Treasurer for payment.

- 6.8.3. **Reports to Board and Members.** Directors under this section shall report on activities and conditions under their supervision at regular Board meetings and as otherwise requested by the Commodore or the Board.
- 6.8.4. **Social Director.** The Social Director shall plan and implement regular and special social functions of the club, including purchase of supplies for social events, renting rooms or other facilities, preparing and mailing invitations, and billing Members.
- 6.8.5. **Facilities Manager.** The Facilities Manager shall be responsible for the management and maintenance of the Club's land and buildings.
- 6.8.6. **Harbormaster.** The Harbormaster shall be responsible for the management and maintenance of club dockage and seasonal boat storage, including temporary and annual slip assignments.
- 6.8.4. **Ad-Hoc Committees.** The Commodore or the Executive Committee may appoint special committees on an ad hoc basis to perform or plan special activities.
- 6.9. **Standing Resolutions.** The Board may enact Standing Resolutions to further define Club operations. Such resolutions shall expire thirty days after the annual meeting unless ratified by the Board by that date.

## **ARTICLE VII - Meetings**

- 7.1. **Quorums.** Quorums shall be observed at all official Membership or Board meetings.
- 7.1.1. **Quorum of Members.** At any meeting of Corporate Members, a quorum shall consist of one-third of the Members, present or represented by proxy.
- 7.1.2. **Quorum of Directors.** At any meeting of the Board of Directors, a quorum shall consist of five Directors.
- 7.1.3. **Quorum of the Executive Committee.** At any meeting of the Executive Committee, a quorum shall consist of three Members of the Executive Committee.
- 7.2. **Annual Meeting.** The Club shall hold an annual meeting of Corporate Members, at which:
- (a) there shall be an election of Directors in odd-numbered years, in accordance Article VI;
  - (b) there shall be a report on the activities and financial condition of the Club, and;
  - (c) such other Club business as may be properly brought before the Membership shall be transacted.
- The annual meeting shall be held in October or November in the county of the Club's registered office at the time and place stated in the meeting notice.
- 7.3. **Special Meetings.** The Commodore or a majority of the Executive Committee may call special meetings of Corporate Members. Business conducted in such meetings shall be limited to that stated in the meeting notice.
- 7.4. **Meetings Demanded by Members.** Within 30 days of receipt of a written, signed, and dated demand by at least ten percent of the Corporate Members, the Board shall call and, within 90 days of such demand, hold a special Membership meeting, or if none has been held within the past 15 months, an annual Membership meeting. If the Board fails to call the meeting, a Corporate

Member making the demand may call the meeting at Club expense by giving proper notice.

7.5. **Membership Meeting Notices.** Members shall be notified of special meetings at least five days prior to the meeting. Such notice shall state the meeting purpose, starting time, date, and location.

7.6.1. **Voting Rights.** A Corporate Member of record on the day of a Membership meeting shall be entitled to one vote on all matters presented to the Membership for adoption. If both holders of a jointly-held share cast a vote, personally or by proxy, each such vote shall be counted as one-half vote. Except as otherwise provided in these Bylaws, adoption of proposals presented to members shall be by affirmative vote of a majority of the members entitled to vote.

7.6.2. **Proxies.** A Corporate Member may file a proxy with the Secretary at a meeting or before it is convened. Proxy authority ceases with meeting adjournment and a new proxy must be filed for subsequent meetings.

7.7. **Board Meeting Time and Place.** The Board of Directors may meet at such time and place, within or without the State of Minnesota, as shall be determined by the Commodore, Executive Committee or a majority of the Board.

7.7.1. **Special Board Meetings.** Special meetings of the Directors may be called by the Commodore, or by three Directors, with five days prior notice.

7.7.2. **Waiver of Notice.** Any Director may waive notice in writing, or by attending and participating in the meeting, shall be considered to have waived notice.

## **ARTICLE VIII - Mooring and Winter Storage**

8.1. **Mooring Privileges.** Seasonal mooring and winter storage of boats on Club property is the exclusive privilege of Corporate Members.

8.1.1. **Mooring Applications.** Corporate Members who desire a slip assignment or reassignment must submit a mooring application to the Harbormaster. Applications remain in effect until withdrawn, the applicant's Membership is terminated, or a slip is assigned.

Note: Existing mooring members are encouraged to declare their intent if they wish to moor a different boat, and may be placed on the waiting list while retaining their existing mooring privileges.

8.2. **Mooring Assignments.** Moorings are assigned for the duration of the mooring season. Available slips shall be offered to applicants in order of membership seniority established by their initial date of continuous Corporate Membership, and will be placed on a waiting list when a slip is not immediately available. Members placed on the waiting list under previous Bylaws shall have priority over more recent applicants.

8.2.1. **Partnership Boats.** Each partner in a moored boat is considered to be an applicant for the slip for that boat. If a partner withdraws, the assigned slip may be retained if a remaining partner is, or was at any time during the partnership, the most senior member on the waiting list for a slip of that size. If a remaining partner does not qualify for continued mooring privileges, such privilege will be revoked and the slip reassigned according to Sections 8.2 and 8.2.1.

8.2.2. **Size Guidelines.** The Harbormaster shall assign slips according to the boat size guidelines for slips established in the Standing Resolutions. Variances may be granted by the Board if no applicant having a qualifying boat, after being properly notified, claims an available slip. A Mooring Member wishing to moor

a boat not within the size guidelines of their current slip must apply for a slip reassignment according to Sections 8.2 and 8.2.1.

- 8.2.3. Notice of Available Mooring.** The Harbormaster shall notify an applicant when a slip is available for their boat. Such applicant shall then submit the stated annual fee and requested information, or decline the offer in writing. If the applicant fails to respond within the allotted time, the slip will be offered to other applicants in order of membership seniority.
- 8.3. Proof of Ownership and Insurance.** Mooring Members must provide proof of ownership or lease agreement and insurance for their moored or stored boat. The insurance coverage must be as specified in the Standing Resolutions and continuously in effect while the boat occupies Club facilities.
- 8.4. Retention of Mooring and Winter Storage Privileges.** Boat mooring and winter storage privileges may be retained from year-to-year by timely application and payment of fees. The Harbormaster may reassign boats to other slips as the harbormaster deems necessary to make best use of mooring facilities.
- 8.5. Subletting of Slips.** Mooring Members shall not sublet their slips. Mooring of a boat other than that of the Member to which a slip is assigned is considered a form of sub-letting.
- 8.5.1. Forfeiture of Unused Slip.** If a Member does not utilize their slip for the assigned boat for longer than three consecutive mooring seasons, the slip shall not be assigned to the Member for a fourth season if another Member is waiting for a slip of that size.
- 8.5.2. Temporary Mooring.** The Harbormaster, or another Director in the Harbormaster's absence, may arrange for temporary mooring of transient sailboats. Temporary reassignment of a Member's slip is permitted when it is certain that the Member's boat will be absent. Temporary mooring fees shall be paid to the Club in accordance with the Standing Resolutions.
- 8.5.3. Number of Slips per Member.** Mooring privileges shall be limited to one slip per corporate Membership.
- 8.5.4. Winter Storage of Boats.** Priority for winter storage of boats on Club property shall be established according to the original continuous storage application date.
- 8.6. Haul Out and Launching.** Boats may be launched or hauled out at the Club only on dates and at times acceptable to the Harbormaster. Payments to contractors performing such services must be made directly to the contractor by the boat owner
- Boats shall be stored only in the location designated or approved by the Harbormaster. Owners will bear any cost to move a boat not in conformance with these requirements, and may be penalized for intentional violations as provided by the Standing Resolutions. The Club shall not be responsible for any loss of property, injury, or death in connection with boat movement or storage.
- 8.6.1. Boat Storage Support Systems.** The boat owner shall provide a suitable cradle or jack stands for their boat when stored at the club. The Harbormaster may forbid use of any support system the Harbormaster or haul out contractor deems to be unsafe, but is not obligated to inspect such systems.
- 8.6.2. Owner Presence.** The boat owner or owner's representative shall be present during launching, haul out, or other lifting operations except by prior arrangement with the harbormaster.

- 8.6.3. **Work on Boats.** Persons maintaining or repairing boats on Club property do so at their own risk. The Club shall not be responsible for property damage, injury, death, or other losses resulting from such operations on Club property. Persons doing such work must keep the areas they are using free of debris and scattered equipment and supplies and avoid unsafe use of hazardous materials or unsafe procedures. The Harbormaster may disallow work on any boat on club property when deemed necessary for space requirements, esthetics, or safety, but is under no obligation to do so.
- 8.7. **Storage Space in Herring Shed.** Storage space in the herring shed shall be available to mooring Members only, under the following conditions:
- (a) Members shall store items only in spaces assigned to them or in the loft as approved by the Facilities Manager.
  - (b) All stored items shall be marked, tagged, or labeled to identify the owner.
  - (c) The Herring Shed shall not be used for dinghy storage.
  - (d) No Flammable liquids or other highly flammable materials are allowed.
  - (e) Storage shall be as permitted and assigned according to the Standing Resolutions.
  - (f) A Member's stored items shall be rearranged or removed at the request of the Facilities manager when deemed necessary for space requirements, esthetics, or safety. The Member shall be responsible for any expenses incurred in such cases.

## **ARTICLE IX - Member and Guest Conduct**

- 9.1. **Member Responsibility.** Non-Members are permitted to use club grounds and other facilities only by express invitation of a hosting Club Member, who shall be responsible for their guests' activities.
- 9.2. **Cleanup.** Members and guests are responsible for cleaning up after themselves and shall leave areas at least as clean as they found them.
- 9.3. **Prohibited Sleeping Areas.** The clubhouse, herring shed, bath house, and grounds shall not be used as sleeping areas.
- 9.4. **Camping.** Boat owners with mooring assignments, or their guests, may stay overnight in a vehicle in which they travelled to the Club if its footprint is no larger than that of a full-size pickup truck or van.
- 9.5. **Parking.** Parking immediately in front of the docks is reserved for mooring Members. Guests must park in designated areas.
- 9.8. **Operation of Moored Boats.** Boats moored at the club, while operated within the Club's riparian areas, shall be under the command of a person aboard the boat to whom the mooring is assigned, or another Corporate Member acting with the mooring Member's permission.

## **ARTICLE X - Amendments, Standing Resolutions**

- 10.1. **Bylaw Amendments.** Amendment of these Bylaws shall be by majority vote of the Corporate members in accordance with Article VIII of the Articles of Incorporation.
- 10.2. **Standing Resolutions.** Adoption or Amendment of standing resolutions shall be by majority vote of the Directors.

**10.3. Information Provided to Members.** Copies of proposed amendments to the Articles or Bylaws shall be provided to all Corporate Members at least ten days prior to any meeting at which they are proposed to be adopted, amended, or repealed. The Board shall promptly arrange to provide Members with printed copies of amended Articles, Bylaw and Standing Resolutions.