

# **Crystal Manor Boat Club Bylaws**

## **Version 2.0**

# Table of Contents

Table of Contents .....	2
CHANGE LOG .....	5
ARTICLES.....	6
ARTICLE I - MEMBERSHIP QUALIFICATIONS AND CLASSES .....	6
SECTION 1 Qualification .....	6
SECTION 2 Classes .....	6
SECTION 2.1 Member .....	6
SECTION 2.2 Associate Member.....	6
SECTION 2.3 Senior.....	6
ARTICLE II – MEMBERSHIP FINANCIAL OBLIGATIONS .....	7
SECTION 1 New Membership .....	7
SECTION 2 All levels of membership .....	7
SECTION 3 General Fees .....	9
SECTION 3.1 Non-Service Participation.....	9
SECTION 3.2 Boat Lift Fee.....	9
SECTION 3.3 Lift Installation .....	9
SECTION 3.4 Personal Watercraft (PWC) Surcharge .....	9
SECTION 3.5 Over Night Stay.....	9
SECTION 3.6 Watercraft Seasonal Sticker .....	9
SECTION 3.7 Gate Key Card Related Fees .....	9
SECTION 3.8 Dock Lines and Ladders .....	10
SECTION 3.9 Assessments .....	10
SECTION 3.10 Membership Resignation Refunds .....	10
SECTION 3.11 CMBC Membership Dues, Fees, Fines and Assessments .....	11
ARTICLE III - MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES .....	12
SECTION 1 Member in “good standing” .....	12
SECTION 2 Candidate for Membership .....	12
SECTION 3 Voting Membership.....	12
SECTION 4 Gate Key Cards .....	13
SECTION 5 Slip Return .....	13

SECTION 6 Transfer of Membership to Family Member .....	13
SECTION 7 Membership Property Ownership .....	13
SECTION 8 Watercraft Entitlement .....	13
SECTION 9 Family/Guests/Property Rentals .....	14
SECTION 10 Renting Boat slip/Lift/Club Privileges Is Prohibited .....	14
SECTION 11 Slip Modifications .....	14
SECTION 12 Expulsion from Club .....	14
SECTION 13 Mandatory Club Service Participation .....	14
ARTICLE IV - BY-LAW AMENDMENT CHANGE PROCESS.....	15
SECTION 1 By-Law Amendment .....	15
APPENDICES.....	17
APPENDIX I – OFFICER OBLIGATIONS, ROLES & RESPONSIBILITIES AND ELECTIONS .....	17
SECTION 1 Officer Obligations.....	17
SECTION 2 Officer Roles and Responsibilities .....	17
SECTION 2.1 Commodore Role .....	17
SECTION 2.2 Vice Commodore Role.....	18
SECTION 2.3 Secretary Role .....	18
SECTION 2.4 Treasurer Role .....	19
SECTION 3 Nominations and Elections.....	19
SECTION 3.1 Terms of Office .....	19
SECTION 3.2 Prescribed Duties .....	19
SECTION 3.3 Replacement of officers .....	19
SECTION 3.4 Election of Officers - Nominations .....	19
SECTION 3.5 Election of Officers .....	19
SECTION 3.6 Vacancy of Office.....	20
APPENDIX II - COMMITTEE ROLES & RESPONSIBILITIES.....	20
SECTION 1 Executive Committee .....	20
SECTION 2 Harbor Committee .....	20
SECTION 3 Beach Committee .....	21
SECTION 4 Nominating Committee.....	21
SECTION 5 Membership Committee .....	21
SECTION 6 Planning Committee .....	23

SECTION 7 Grievance Committee.....	23
SECTION 8 Audit Committee .....	23
SECTION 9 Security Committee.....	23
SECTION 10 Web-Site Committee.....	23
SECTION 11 By-Laws Committee.....	23
SECTION 12 Event Planning .....	23
APPENDIX III – MEETINGS .....	23
SECTION 1 General Meetings .....	23
SECTION 2 Quorum .....	24
SECTION 3 Order of Business .....	24
SECTION 4 Special Meetings .....	24
SECTION 5 Committee Meetings.....	24
SECTION 6 Robert’s Rules.....	24
APPENDIX IV - MARINA & BEACH GENERAL RULES.....	24
SECTION 1 Use of Ramp/Boat Basin.....	24
SECTION 2 Seasonal Stickers .....	24
SECTION 3 Additional Slip.....	25
SECTION 4 Marina Overnight Docking .....	25
SECTION 5 Marina Parking .....	25
SECTION 6 Boat Speed & use of audible signal entering and leaving marina .....	25
SECTION 7 Boat width of slips .....	25
SECTION 8 Member liability .....	25
SECTION 9 Swimming .....	26
SECTION 10 Boating Season .....	26
SECTION 12 Litter & Debris .....	26
SECTION 13 Evening use of facilities .....	26
SECTION 14 Recreational Fires .....	26
SECTION 15 Responsibility for family & Guests .....	26

## CHANGE LOG

[illegible]

# ARTICLES

*Changes to any Article or Appendix in these bylaws must be by resolution favorably voted upon by two thirds (2/3) of membership present at a meeting of the Club.*

## ARTICLE I - MEMBERSHIP QUALIFICATIONS AND CLASSES

### SECTION 1 Qualification

To have membership in the Crystal Manor Boat Club (CMBC) the individual:

1. Must own property, which includes a dwelling in the Crystal Beach Manor (as defined by Cecil County, MD).
2. Must be (18) years of age or older.
3. Must be granted membership approval by CMBC. Membership will be granted without regard to race, religion, sex and national origin.

### SECTION 2 Classes

The Crystal Manor Boat Club shall consist of 3 classes of members:

1. Member
2. Associate Member
3. Senior

The voting membership (Members only) shall be referred to as the club, which shall consist of 92 members, hence only 92 slips in the Crystal Manor Beach Marina.

#### SECTION 2.1 Member

Is defined as an individual member who has a PERMANENT assigned slip (1 of the 92 slips) in the CMBC marina. Members can vote, hold office, and may be assessed by the Executive Committee with 2/3 membership approval.

#### SECTION 2.2 Associate Member

Is defined as an individual who is on a waiting list to become a member. An Associate Member has all the privileges of membership for a single season only; with no guarantee the privilege will be extended each year and are NOT assigned a permanent slip. Associate membership carries no voting privilege, nor can they hold office.

#### SECTION 2.3 Senior

Defined as a member that has accumulated 25 years (any combination of member and Associate member status) of satisfactory membership and who has relinquished their member status to the club. Senior membership carries no voting privilege, nor can hold office. Senior members will only have access to the CMBC beach via gate key card access. There are no other CMBC benefits that are included with the Senior member status.

## **ARTICLE II – MEMBERSHIP FINANCIAL OBLIGATIONS**

All levels of membership shall pay dues, fees, and fines that are imposed by CMBC. All initial membership fees and any assessments approved and paid after August 15, 2020, are non-refundable.

### **SECTION 1 New Membership**

1. The initial membership fee entails the application fee and maintenance fee, which are required for each membership application. The application fee is due upon submission of the membership application to the club. The maintenance fee shall be paid within thirty (30) days of approval of membership. Failure to pay either fee at such time shall result in loss of membership. If application for membership is denied, the application fee and all fees paid to date shall be returned to the applicant. Also, a denial or withdrawal of an application prior to accepting membership will result in the return of the application fee and all equities fees paid to date.
2. The initial membership fee becomes the property of the club once membership is assigned.
3. New members shall pay a full share of any future assessments that are approved by 2/3 of the membership at a general meeting.

Any new member must start to pay their annual dues the year the membership is approved. These will be prorated at 1/6 for six months of the year (May through October).

5. Failure to pay annual dues according to established timelines will result in additional fees, possible membership suspension, or expulsion from CMBC.

### **SECTION 2 All levels of membership**

1. All initial membership fees (excluding initial application fee) for existing members on or before August 15, 2020, are refundable, less any owed dues, fees, fines and assessments owed to CMBC, if the member leaves or is asked to leave the boat club.
2. Members
  1. Shall pay annual dues, payable on January 1st of each year and will be considered late after January 31st. As of February 1st, there will be a late payment fee attached to your dues for each month late, as of the first of each month. Members whose dues are not paid by May 15th shall be suspended from the membership in the club provided said member has been notified of their back dues and the consequences of non-payment by Certified Mail at least thirty (30) days before expulsion. Exceptions in hardship cases may be considered by the Executive Committee.
  2. The boat slip of any member whose dues have not been paid by May 15th will be made available for seasonal assignment.
  3. Members who do not plan to use their assigned slips during the boating season should notify the membership chairman and if their slip is made available by January 31st, they will receive a rebate of one-half (1/2) of the annual dues.
  4. Members who are deployed in active military service are automatically excused from payment of dues and club service fee upon proper notification in writing to the Secretary. This is specific to members only.
  5. Members will pay a full share for their portion of any future assessments that are approved by 2/3 of the membership. Any assessments approved and paid after August 15, 2020, are non-refundable.

6. The Secretary and the Treasurer's dues will be paid by the club in appreciation for their services rendered

### 3. Associates

- a. Associates shall pay dues, which are  $\frac{1}{2}$  of the Member annual dues. This is waived for those Associates already paying for ramp privileges or slip privileges. Same payment timelines and non-payment consequences for Members apply to Associates as well. Associate members' failure to pay annual fees will result in the removal from the boat club.
- b. Every year there are potential opportunities for Associates to have slip privileges. Assignment of slips to Associates will be based on seniority, which is based on ranking. The membership chairman assigns a slip by this seniority. Most associates will keep the slip from year to year; however, there may be instances when this is not possible per the following (but not limited to these) examples: If an associate with more seniority asks for a different slip from the previous year every effort will be made to accommodate this request; If an associate with higher ranking asks for a slip and they did not have one from the previous year they will be placed in a slip that will accommodate their boat, and this may displace someone further down the list.
- c. Associates who decide to rent a slip from the boat club when available will pay the full dues amount that a member would pay for that given season. The Associate slip rental fees deadline will be determined by the Membership Chairperson as it changes every year.
- d. If an Associate, who was provided an opportunity to rent a slip for that given year, does not pay within 30 days, then the Associate will no longer be given that season's opportunity and that opportunity will be given to the next Associate on the waiting list and so on until such slip is taken.
- e. If a member decides to use their slip and they did not the previous year, this slip will not be available for associate use.
- f. Once all slips are assigned for the boating season, the Associate members will be notified of the slip unavailability for the current year. However, if a slip becomes available during the boating season, the Associate will be notified according to their rank and shall pay a prorated rate if accepting seasonal use of the slip.
- g. Associates involved in illegal renting of a slip or lift will also be placed at the bottom of Associate's ranking list for permanent assignment of slips.

### 4. Seniors

1. Senior members do not pay dues and shall not be assessed. If key card is lost, then the Senior member will be charged a replacement fee. If a Senior Member sells his/her property at Crystal Beach Manor and is no longer a property owner in the community, that person loses Senior Membership status. If a Senior member chooses to join the boat club again, they will come back as an associate paying new membership fees and starting at the bottom of the ranking waiting list.



### **SECTION 3 General Fees**

#### **SECTION 3.1 Non-Service Participation**

If you fail to perform the required service, you will pay a fee.

#### **SECTION 3.2 Boat Lift Fee**

Members who own an electric lift in their assigned boat slip (s) shall pay a fee (see section 3.11 below), per boat lift. This fee is payable with the annual dues.

#### **SECTION 3.3 Lift Installation**

Member is responsible for all costs and fees associated with lift installation such as but not limited to required permits, pilings, and electric. Member shall be responsible for lift maintenance.

#### **SECTION 3.4 Personal Watercraft (PWC) Surcharge**

Members who own a PWC and are assigned to a lift shall pay a surcharge (see section 3.11 below) per PWC lift. This charge is in addition to the annual dues and shall be paid at the time of the annual payment.

#### **SECTION 3.5 Over Night Stay**

Overnight fees: Any member not paying full dues and wishing to keep their boat in the marina overnight will pay a fee per night. Same fee will apply to any member's second vessel or guest vessel wishing to utilize the marina for overnight stay. (see section 3.11 below).

#### **SECTION 3.6 Watercraft Seasonal Sticker**

1. All Member and Associate Members that wish to utilize the boat ramp and/or marina shall display a current seasonal sticker, per motorized watercraft, to include but not limited to all boats, Jon boats, wave runners, and jet skis. The seasonal sticker will allow for the use of the marina ramp (launching and retrieving), slip use, dock use and piling use. The Membership Chair will issue one seasonal sticker at no cost to each member that is required to have one. However, if a second sticker or more is required for additional watercraft use, the member shall be charged a fee (see section 3.11 below) for each additional sticker.
2. Any member who utilizes the ramp and/or marina without having shown proof of insurance and secured the proper sticker that indicates they have completed the approved application process shall be penalized and pay a penalty fee (after one warning per calendar year) plus an additional fee shall be paid per day that ramp is utilized or each day watercraft remains in the marina without proper documentation (see section 3.11 below). Members key card will also be deactivated until sticker is placed on watercraft and the penalty fees are paid. This will be enforced by the Commodore and the Security Chair.

#### **SECTION 3.7 Gate Key Card Related Fees**

1. A fee will be charged for the replacement of a lost key card. (See section 3.11 below).
2. A fine will be imposed for unauthorized use of the key card. (See section 3.11 below).
3. In addition to the fine, first offense 15 days suspension and second offense, loss of membership as determined by the Executive Committee. Unauthorized use of key card is defined as anyone utilizing the

card other than members of parents, grandparents, wife, husband, brother, sister, son, daughter, grandchildren or approved guest.

### **SECTION 3.8 Dock Lines and Ladders**

All dock lines and ladders must be removed by November 15th, or a non-removal fee will be imposed, per slip (see section 3.11 below). To avoid the fee, approval must be obtained in advance from the Harbor Master to keep the lines in the slip.

### **SECTION 3.9 Assessments**

Members (Not including Associate membership) may be assessed at any time by order of the Executive Committee for necessary additional operating costs, major construction/reconstruction, repair, etc. but such assessments may be made only by resolution favorably voted upon by two-thirds (2/3) of the membership at the meeting of the Club and only after written notification by the Secretary to all memberships prior to the meeting. If an assessment has been initiated, the member shall pay the assessment on time, deadline defined as in the assessment. Failure to pay the assessment on time shall result in a late fee being imposed and being cumulative for each 30 days unpaid. in a late fee. (see section 3.11 below).

### **SECTION 3.10 Membership Resignation Refunds**

The membership of those members who desire to resign, who no longer meet the requirements of membership, or who are expelled, shall revert to the Club - The Club will refund to such members any equity fees paid during membership that were approved and paid prior to August 15, 2020. The return of dues will be prorated at 1/6 due for each calendar month remaining for the period May through October, less any dues, fee or assessments owed to the Club by the member.

**SECTION 3.11 CMBC Membership Dues, Fees, Fines and Assessments**

<b>2025 SEASON</b>	<b>MEMBER</b>	<b>ASSOCIATE</b>	<b>SENIOR</b>	<b>FREQUENCY</b>	<b>REFERENCE AREA IN DOCUMENT</b>
<b>FEES RELATED TO INITIAL APPLICATION</b>					
Application Fee	500	500	Not applicable	1 time	Article II Section 1
Maintenance Fee	1500	Not applicable	Not applicable	1 time	Article II Section 1
<b>FEES RELATED TO CLUB MEMBERSHIP</b>					
Dues with boat slip	650	650	Not applicable	Per Season	Article II Section 1 - 2
Dues without boat slip	325	325	Not applicable	Per Season	Article II Section 1 - 2
Dues with PWC	100	Not applicable	Not applicable	Not applicable	
Dues Late Fee	50	50	Not applicable	Per Month	Article II Section 1 - 2
Gate Access Fee	Not applicable	Not applicable	75	Per Season	Article II Section 2.5
Non- club service participation	75	75	Excluded	Per Season	Article II Section 3.1
Non-service participation Late Fee	25	25	Excluded	Per Month	Article II Section 3.1
Assessment Late Fee	50	Not applicable	Not applicable	Per Month	Article II Section 3.9
<b>FEES RELATED TO SLIP USAGE</b>					
Boat Lift Surcharge	25	Not applicable	Not applicable	Per Season	Article II Section 3.2
Personal Watercraft (PWC) Surcharge	15	100	Not applicable	Per Season	Article II Section 3.4
Overnight Stay Fee	25	25	Not applicable	Per Night	Article II Section 3.5
Dock line Removal Fee	75	75	Not applicable	Per Season	Article II Section 3.8
<b>FEES RELATED TO VESSELS</b>					
1 <sup>st</sup> Vessel Sticker	free	free	Not applicable	Per Season	Article II Section 3.6
Additional Vessel	5	5	Not applicable	Per Season Per Vessel	Article II Section 3.6
Sticker Violation Fine 1 <sup>st</sup> offense – warning 2 <sup>nd</sup> offense with daily fine	0 25 5	0 25 5	Not applicable	Per Violation Each day	Article II Section 3.6
<b>FEES RELATED TO GATE ACCESS</b>					
Card Replacement Fee	75	75	75	Per Card	Article II Section 3.7
Unauthorized Use of Card	50	50	Revoke of privilege	Per Instance	Article II Section 3.7

## **ARTICLE III - MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES**

### **SECTION 1 Member in “good standing”**

To use the key gate, boat ramp and/or use a slip, members must be in good standing.

“Good Standing” is defined as:

1. A member who has fully paid all monetary requirements to CMBC according to the timelines established in these By-Laws.
2. A member who provides current required watercraft insurance protection as dictated by these established By-Laws.
3. A member who has fulfilled their obligations of one hour of club service.
4. A member who abides by all Boat Club rules, regulations and By-Laws.
5. A member who has not violated any By-Law provision, guideline or act set upon by the Boat Club membership contained herein these established By-laws.

### **SECTION 2 Candidate for Membership**

1. Any new candidate for membership must serve one full year as a probationary member. If an associate served a probationary period as an associate, then he/she does not have to serve an additional probationary period as a member. This time frame must encompass at least one full boating season or a total of seven boating months. A full boating season comprises time from April 1st (or whenever the ice eaters come out of the marina) through November 15 (Example; an individual joins June 1st. Their full boating season would be satisfied May 31st the next year. During this time should the probationary member be found to have violated any of the rules or regulations of the club, they can be denied membership in the club.
2. When moving from associate status to becoming a member, the candidate for membership has 30 days to inform the Membership Chair of their intentions of becoming a member. All fees must be paid in full prior to membership vote. This time effectively starts on the date of letter notification. Should an Associate member refuse to move to a member, they can retain their membership by moving to the bottom of the associate list. Updated 9/2017
3. The Executive Committee will review each probationary member prior to the end of the probationary period to evaluate the member’s standing.

### **SECTION 3 Voting Membership**

1. Members are entitled to vote (one vote per membership). Associate and Senior members are NOT entitled to vote. A voting member may include an individual or individuals whose name(s) appears on the property deed, or the legal spouse (determined by Maryland law) of such owner, provided they satisfy the requirements of SECTION 1 of this Article. A membership in good standing is entitled to one (1) vote on a question or in an election.
2. For voting in the annual September election of officers only, a member must attend at least 2 meetings that season. In the event of a special election to fill a vacancy, attending 2 meetings that season will not be required.

**SECTION 4 Gate Key Cards**

1. Key Cards for gate access
  - a. Members and Associates are entitled to two keycards for gate access
  - b. Senior members are entitled to one keycard for gate access
    1. The key card is for the use of the Senior Member and shall be used by the Senior member to enter the CMBC marina in a vehicle. The Senior Member may bring members of his/her family using the key card. No other privileges shall be granted to any such family member or guest. The Senior Member may not extend any boat club privileges to any other person. The key card cannot be shared with any family member or guest for any reason as the Senior member must be present at the marina/beach when key card is being used.
    2. Any violation of these conditions shall result in the Senior Member losing the key card privilege, and the key card will be revoked and/or deactivated.

**SECTION 5 Slip Return**

1. If a Slip Holder turns in his/her slip for a calendar year with appropriate payment (one half of that year's membership dues) for turning it in, then the Slip Holder will not have access to his/her slip for rest of calendar year (once an associate member has been assigned to that slip and has paid the annual rental fee for it, these will be prorated at 1/12 for each calendar month of the year).
2. Lift owners cannot turn in their slip for refund unless they remove all or part of the lift to render it practical for use by others.

**SECTION 6 Transfer of Membership to Family Member**

Memberships may be transferred to a member's wife, husband, brother, sister, son, daughter, parents, grandparents or grandchildren; provided they meet the requirements of membership. For purposes of other By-law interpretations, the "date of membership" of such a transfer is defined as the date of the initial establishment of membership, not the date of transfer.

**SECTION 7 Membership Property Ownership**

1. Membership is not assigned to a specific property, although property ownership is a requirement. Memberships established prior to September 19, 1993 (grandfather clause), when selling their property, the new owner or purchaser will be considered for membership, provided they meet the requirements in SECTION 1 above, and if approved will be assigned the vacated membership. This does not mean the same slip. On all property ownership transfers, the equity fee is due immediately at the time of notification. The dues and initiation fees are due when the membership is approved.
2. Memberships established after September 19, 1993, when selling their property, the membership reverts to the Club unless the sale is to their wife, husband, brother, sister, son, daughter, children, parents, grandparents or grandchildren in which case SECTION 7 above permits a transfer of membership.

**SECTION 8 Watercraft Entitlement**

1. Each membership is entitled to keep one (1) watercraft in its assigned slip. Said watercraft must be owned by the member or immediate family member as in SECTION 8 above and have the required

minimum \$300,000 Liability insurance. A member's family may own property in Crystal Beach Manor but exercise the privileges afforded to them through their family membership. If, however, such family member wishes to keep a second watercraft in the marina, they must become an Associate member or Member to do so.

2. The watercraft shall be owned by the member, or member's parent, grandparent, spouse, brother, sister, son, daughter, or grandchildren, display a current sticker and be registered with the Membership Committee with proper proof of insurance and documentation proving ownership.

### **SECTION 9 Family/Guests/Property Rentals**

Only members of the Club, their wife or husband, brother or sister, son or daughter, parents, grandparents, grandchildren or approved guests are permitted to use the roadway to the basin or boat ramp for the launching or removal of boats. Such boats must be owned by the member or family members mentioned above and adhere to club rules regarding insurance requirements. Members who rent their Crystal Beach Manor property cannot extend any club privilege, such as use of basin or launching ramp, to persons to whom they have rented their property.

### **SECTION 10 Renting Boat slip/Lift/Club Privileges Is Prohibited**

Members cannot rent their boat slip, lifts or club privileges to a member. Since a boat lift is in a boat slip, then boat lifts cannot be rented at the CMBC Marina. If the boat club discovers that a slip or lift is being rented to another member, then the member that has an assigned slip and/or owns that lift as well as the member who is renting it will be penalized based on findings by the Executive Committee, which may include suspension or expulsion (approval of 2/3 membership needed). Associates involved in illegal renting of a slip or lift will also be placed at the bottom of Associate's ranking list for permanent slips.

### **SECTION 11 Slip Modifications**

1. A member may not alter their assigned slip, catwalk or bulkhead in any manner without written request to the Harbor Committee, and written permission of the Executive Committee is granted.
2. Members shall coordinate with Harbor Master concerning lift installation and shall utilize a CMBC approved contractor for piling, lift and electric installation.

### **SECTION 12 Expulsion from Club**

Members will be expelled from the Club under the terms and conditions previously set forth in these By-Laws. Any member also may be expelled from the Club for acts of conduct considered detrimental to the best interest of the Club by two-thirds majority of members in good standing present at a regular meeting. In all but emergency situations, expulsion recommendations must pass through the Grievance Committee prior to Club action.

### **SECTION 13 Mandatory Club Service Participation**

1. Members (excluding Senior members) or a family member are required to provide at least one (1) hour of club service per calendar year, in support of the boat club. Club service is defined as work or the completion of the assigned task (whichever is longer) OR taking part in one (1) hour of club work activity. Club work activities include but are not limited to installation or removal of ice eaters, beach clean-up days, work/maintenance days, etc. To avoid the club service non-participation fee (see section

3.11 below), one hour of service to the club must be completed during each current year and cannot be credited to the previous year

2. Members or members of the family must do the club service, unless dismissal of requirement to do so was approved in advance by one of four elected officials (Commodore, Vice-Commodore, Secretary, Treasurer). A member who wants to receive credit for their service must get PRIOR approval by the appropriate officer or chairperson before any service is initiated, and approval is granted.
3. Failure to pay the club nonservice fee will result in the members key card being deactivated until the fee is paid. The fee must be paid or postmarked by December 1st of each year. A late fee (see section 3.11 below) will be imposed after December 1st and will accrue each month until fully paid. If the service participation is performed between December 1st and December 31st of the calendar year, the members' billing shall be adjusted to reflect such service being performed.

## **ARTICLE IV - BY-LAW AMENDMENT CHANGE PROCESS**

### **SECTION 1 By-Law Amendment**

Amendments to the By-Laws may be made as follows:

1. A proposed change to the By-Laws must be presented by a member in writing at a regular meeting of the Club and/or in writing to the Chairman of the By-Laws Committee. By-law Committee annually reviews current by-laws to determine possible changes and updates as well.
2. The By-Laws Committee shall investigate the effects of such change to the By-Laws and submit its recommendations to the Executive Committee.
3. The suggestions and changes then will be presented at a General Meeting for clarification and discussion purposes. There will be no vote on these suggested changes at this meeting.
4. The Secretary shall notify in writing to all the members of the proposed changes to the By-Laws, along with the recommendations of the By-law Committee, and the date of the meeting at which it will be voted upon at least two (2) weeks prior to such meeting.
5. Changes to the By-Laws must be by resolution favorably voted upon by two-thirds of the membership present at a meeting of the Club.
6. The approved changes of the by-laws by the membership are written by the By-laws Chairperson and sent to Secretary for verification to make sure they coincide with the minutes of the meeting. These are then sent to the by-law committee for accuracy confirmation and finally sent to the Executive Committee for any comments about accuracy. Then and only then are the changes sent to the membership and placed on the club's website.
7. To minimize the cost of Club postage, members are encouraged to authorize the Club to make those notifications required by the By-Laws to be in writing, to be made by e-mail. Such authorizations should be made to the Club Secretary in writing or preferably by e-mail from the address to which such member requests e-mail to be sent. Changes to e-mail addresses should also be addressed to the Club Secretary.
8. All written suggestions from boat club members will be presented to the general membership even if not approved or supported by the By-law Committee or the Executive Committee unless rescinded by the initiator of the suggestion.





# APPENDICES

## APPENDIX I – OFFICER OBLIGATIONS, ROLES & RESPONSIBILITIES AND ELECTIONS

### SECTION 1 Officer Obligations

The Club shall have the specific obligation to its members to make every reasonable effort to:

1. Use all funds available with good judgment to carry out the objectives of the Club as stated in its Constitution.
2. Maintain and improve all Club facilities in keeping with the needs of the Club commensurate with the funds available.
3. Stay in compliance with county, state and federal laws, to assure the continuation of CMBC non-profit status.

### SECTION 2 Officer Roles and Responsibilities

The officer roles of the Club shall consist of:

1. Commodore
2. Vice-Commodore
3. Secretary
4. Treasurer

#### SECTION 2.1 Commodore Role

1. The Commodore shall preside at all meetings, but in his absence the Vice-Commodore shall preside.
2. The Commodore shall be an ex-officio member of all standing committees.
3. In all questions before the meeting, the Commodore shall have the deciding vote in case of a tie, except in the election of officers.
4. The Commodore shall appoint Chairs for each Committee. Chairperson of each committee serves at the discretion of the Commodore:
  - a. Audit Committee
  - b. By-Laws Committee
  - c. Grievance Committee
  - d. Membership Committee
  - e. Nominating Committee
  - f. Security Committee
  - g. Beach Committee
  - h. Web Site Committee
  - i. Harbor Committee
  - j. Planning Committee
  - k. Event Planning Committee
5. But it is not restricted to these committees only. The Nominating Committee shall be appointed at or prior to the July meeting.

6. The Commodore will appoint a committee to audit the records of the Treasurer and Membership committee chairman by January 31st, annually and report at the first regular meeting of the Club.
7. The Commodore may appoint a full-time resident club member of Crystal Beach Manor, to act on his behalf during his absence. This person becomes a member of the Executive Committee, serving at the Commodore's pleasure.

### **SECTION 2.2 Vice Commodore Role**

1. The Vice-Commodore shall assume all duties of the Commodore in the latter's absence or at the request of the Commodore.
2. The Vice Commodore shall be an ex-officio member of all standing committees.
3. The Vice Commodore will collect all volunteer hour lists from members of the Executive Committee and then enforce the collection of any activity fees that occur due to members/associates not performing their volunteer hour for any given calendar year.
4. The Vice Commodore will enforce the collection of any late dues from members who do not pay them on time.

### **SECTION 2.3 Secretary Role**

1. It shall be the duty of the Secretary to keep an accurate record of the proceedings of all meetings of the Club.
2. The Secretary will notify applicants of membership of their acceptance or rejection of the Club.
3. The Secretary will supply each member with a copy of the approved Constitution and By-Laws and will notify all members of Amendments to By-Laws and Constitution.
4. When By-Law Amendments are to be acted upon at a meeting or elections are to be held, the Secretary will also advise members of the meeting notice and will also advise members of the result of such action.
5. When changes in fees or dues are to be acted upon at a meeting, the Secretary will advise members in the meeting notice.
6. The Secretary shall include reminder slips of "dues and fees payable" in the meeting notice of the member involved.
7. The Secretary shall direct such notices or correspondence to members or others as necessary in carrying out the business of the Club and as required by the By-Laws.
8. When requested, the Secretary shall poll the members to determine those eligible to vote.
9. The Secretary will send out next year's dues notification by December 31st of the previous year and will maintain payment records. This letter will also require members to provide documented proof that the minimum \$300,000 liability insurance is carried on the member's vessel. This record should include a description of the vessel and the registered owner.
10. The Secretary will send out reminder notices.
11. The Secretary is responsible for the collection and maintenance of all records associated with the membership dues and late payment of fees. The Secretary may appoint a member or associate to assist in these duties.
12. Starting on February 1, the Secretary will notify monthly the Membership Committee, the Harbor Committee, and the Commodore, of all members whose dues are outstanding and/or those that have not provided satisfactory evidence of the required minimum \$300,000 liability insurance on their vessel.

13. To minimize the cost of club postage, members are encouraged to authorize the club to make those notifications required by the By-Laws to be in writing to be made by e-mail. Such authorizations should be made to the Club Secretary in writing or preferably by email from the address to which such member requests e-mail to be sent. Changes to e-mail addresses should also be addressed to the Club Secretary.

#### **SECTION 2.4 Treasurer Role**

1. The Treasurer shall arrange for the necessary papers to be filed each year to comply with the current Income Tax Laws.
2. It shall be the duty of the Treasurer to receive and disburse funds for the Club in line with the authorizations of the Club.
3. All disbursements will be authorized by the Treasurer and one other officer of the Club.
4. The Treasurer will submit a report on the treasury at each meeting.
5. The Treasurer will surrender to the Auditing Committee all records necessary to complete the annual audit.

### **SECTION 3 Nominations and Elections**

#### **SECTION 3.1 Terms of Office**

All officers of the Club shall be members in good standing and are to hold office for a period of one year, unless removed for cause, or until their successors are elected and installed.

#### **SECTION 3.2 Prescribed Duties**

The officers shall perform their duties as designated in the By-Laws.

#### **SECTION 3.3 Replacement of officers**

1. The membership of the Club shall have the right to replace any officer of the Club who is not performing the prescribed duties, due to illness or any other cause. The officer to be relieved of duty must be notified in writing at least thirty (30) days before such action. The approval of a two-thirds majority of membership present at the regular meeting following notification will be necessary for approval of such action.
2. Elected officials and appointed chairs, leaving their position in the club, must surrender to the secretary all monies, computers, information, permits, contracts and all materials pertaining to the club within 30 days of vacating the office.

#### **SECTION 3.4 Election of Officers - Nominations**

The annual election and installation of officers shall be held at the September meeting of the Club. Nomination will be made by the Nominating Committee.

#### **SECTION 3.5 Election of Officers**

Each of the officers of the Club shall be elected annually and must receive a majority of all ballots cast. The Commodore shall appoint three (3) members who shall act as tellers to conduct the election. No member is eligible for office or to vote, unless a member is in good standing.

**SECTION 3.6 Vacancy of Office**

The vacancy occurring in any office may be filled at a regular meeting of the Club; providing the secretary has given notice of two (2) weeks prior of said election to the members.

**APPENDIX II - COMMITTEE ROLES & RESPONSIBILITIES****SECTION 1 Executive Committee**

1. Committee chairman, during their term of office, will serve with the officers of the Club and the immediate past-Commodore as the Executive Committee in accordance with SECTION 3, Article IV of the Constitution of the Corporation. Each Committee chairman will be responsible for maintaining an accurate record of all funds received and disbursed by their committee. The Executive Committee will have the power to interpret any unclear existing By-Laws, make final decisions on issues not addressed in By-Laws, and to make final rulings on all disciplinary actions recommended by the Grievance committee, with the exception of expulsion from the Club which requires a two third (2/3) vote of members attending a club meeting as stated in Article III, SECTION 15.
2. The Executive Committee shall have the authority to approve expenditures up to \$1500.00 without prior approval of the membership. All expenditures greater than \$1500.00 must be approved by the membership. This does not include recurring expenses such as lease payments.
3. In the event of an emergency, when a decision must be made before it is possible to present it to the membership, the Executive Committee may make the decision; however, the expenditure must be presented at the next membership meeting.
4. The Executive Committee has the authority to waive the dues of certain committee chairman for services provided to the club. However, if the Executive Committee waives chairman's dues for services rendered to the boat club, the waiver of dues must be approved by membership.

**SECTION 2 Harbor Committee**

The Harbor Committee will be responsible for:

1. Promoting the objectives of the Club in the management and operation of the boat basin to advance pleasure and safety in boating.
2. Cooperation in all activities designed to improve facilities in the boat basin, including the roadway, parking area, launching ramp, dock, jetties, or immediate surrounding areas.
3. Approve or disapprove requests for guest boat docking other than specified in Article III, SECTION 10 or any other special request for docking or use of the basin or ramp not specified in the By-Laws provided the vessel has the minimum \$300,000 Liability insurance.
4. A monthly (April 1st thru December 1st) safety inspection of the Harbor Facilities.
5. Shall work in co-operation with the Membership chairman in the exchange of slips.
6. Pay increases for work in the marina shall be voted on by the members (Approved 9/2019).

The Harbor Committee shall have the authority to:

1. Enforce Club regulations in the boat basin area and report members in violation to the Grievance Committee.
2. Consider legal action as necessary against any person damaging Club or member's property.
3. Aid vessels in distress, permitting them to use basin or ramp facilities as required.
4. Extend customary reciprocal courtesies to members of other boat clubs insofar as facilities permit.
5. Discourage uninvited boats from entering the basin when that entrance is unnecessary.
6. Have such repairs made to walks and facilities as necessary in the opinion of the Harbor Master.

### **SECTION 3 Beach Committee**

The Beach Committee shall be responsible for:

1. Promoting the objectives of the Club in maintaining beach facilities to advance pleasure and safety in beach and bathing activities.
2. Discouraging the mooring of members or member's guest's boats within 75 feet of the marked swimming area and the entrance to the marina.
3. Arranging contracts for clearing the beach area or arranging schedules necessary for clean up by members, notifying members of assignments, and giving leadership and direction to these efforts.
4. Arranging for installing and maintaining floats, lines, or other means for demarcation and identification of the bathing area, including the removal and storage of such floats or lines at the end of the season.
5. Approving plans for picnics or other activities involving the beach area or lending assistance as required in the implementation of such plans.

The Beach Committee shall have the authority to:

1. Enforce Club regulations in the beach area and report members in violation to the Grievance Committee
2. Prohibit the mooring of vessels in the area off the beach from the jetty to Pearce's Creek to seventy-five feet (75 ft) beyond the westerly lines of the bathing area or bathing float.
3. Consider legal action as necessary against the operator of any vessel whose actions endanger bathers in the bathing area or in the immediate vicinity of the float.

### **SECTION 4 Nominating Committee**

The Nominating Committee will be responsible for:

1. Giving proper consideration in selecting nominees for the posts of Commodore, Vice Commodore, Secretary, and Treasurer of the Club who will serve in the best interest of the Club.
2. Obtaining permission to place their names in nomination.
3. Providing the Secretary with a list of the nominees at least three weeks prior to the annual meeting in order that the Secretary may include the list with the meeting notice as required.
4. Placing the names from the floor in nomination by the August meeting.

### **SECTION 5 Membership Committee**

The Membership Committee will be responsible for and has the authority to:

1. Receiving all applications for membership in the Club along with the required initial fees and dues.

2. Ascertaining the qualifications of applicants in line with the Club By-Laws.
3. Meeting applicants and discussing with them the benefits and responsibilities of Club membership.
4. Recommending to the members in meeting action to be taken when an application is presented for the members' approval.
5. Maintaining a waiting list in chronological order of application and a similar list of memberships, which have reverted to the Club, and of members who wish to resign or exchange their slip. The date for the latter shall be taken as the date on which the Committee receives notice of the desire to resign.
6. Membership of members who desire to resign, who sell their property in Crystal Beach Manor, who no longer meet the requirements of membership, or who are expelled, shall revert to the Club.
7. Slips reverting to the Club shall be offered in priority order to:
  - a. Member desiring a change in their slip assignment. Members may request a change in slip assignment by placing their request in writing to the Membership Chairman. Exchanges will be made on a chronological basis provided both members meet all By-Law requirements. In addition, Members may exchange slip assignments in co-operation with the Harbor Master and the Membership Chairman.
  - b. The purchaser of the former members property in Crystal Beach Manor if the seller's membership was prior to September 19, 1993. In turn to the applicant's position on the waiting list maintained by the Membership Committee.
8. If a member returns their assigned slip in for the calendar year, the member will retain all other privileges regarding use of beach, ramp privileges and marina areas. Associates will be assigned the use of these slips. However, if another member's assigned slip is temporarily unavailable due to marina construction and/or due to the occurrence and an unforeseen event, then such vacant slip will be assigned to that member needing a slip.
9. Offering seasonal use slips to Associates, when available, in proper order to those on the waiting list of applicants.
10. If a member commits to using his/her slip or an associate commits to renting a slip for the season, then the club must seek approval from the member to place a boat in that slip if vacant unless slip is used for a boat club approved Guest Pass or a boat club approved overnight stay.
11. Assign initial dock space to members as well as provide two keys and a copy of the By-Laws to initial memberships.
12. Notify the Secretary and Harbor Master of initial slip assignment. Before assigning a slip and/or providing a key for ramp privileges, all members must provide documented proof that the vessel using the facilities has the required minimum \$300,000 liability insurance. The Membership chairperson may assign someone to be responsible for the collection of proof of insurance documents and provide an accurate list to the chairperson.
13. Maintaining a current record of the names, addresses, and slip assignments of all the members and associates.
14. Yearly audit of associate membership annual fees.
15. Offer the use of vacant slips to members who request the use of such slips and receive compensation to the Club for such use as defined elsewhere in these By-Laws.
16. Provide seasonal stickers to all members utilizing the ramp and boat basin for watercraft use.
17. Use discretion in assigning and/or changing slip assignments for the benefit of the Club and its members. Slip assignments are not permanent and may be reassigned by the Club due to special

construction requirements, safety considerations, expansion, etc. However, the Membership Chair will not move a member's assigned slip for personal preferences for any member unless all parties involved are in agreement.

### **SECTION 6 Planning Committee**

The Planning Committee will be responsible for assessing the views of members in determining future projects, the priority of future projects, the methods of carrying them out, and for determining cost estimates.

### **SECTION 7 Grievance Committee**

The Grievance Committee shall be responsible for investigating any complaints submitted in writing, within 60 days of the incident and the brought to the Grievance Committee. The Grievance Committee is empowered to meet with individual members, or other parties, and attempt to resolve the grievance. If unable to resolve the grievance, it will be reviewed at the next regular meeting.

### **SECTION 8 Audit Committee**

Responsible for annual audit of Treasurer and Membership chairperson records.

### **SECTION 9 Security Committee**

To oversee and enforce all the rules and regulations as stated in By-Laws.

### **SECTION 10 Web-Site Committee**

To maintain information on Website.

### **SECTION 11 By-Laws Committee**

Responsible to maintain current by-laws and consider any requests for changes to the By-Law.

### **SECTION 12 Event Planning**

Responsible for the design and implementation of all fundraising programs and social events of the Club.

## **APPENDIX III – MEETINGS**

### **SECTION 1 General Meetings**

1. A regular meeting of the Club shall be held each month from May through September.
2. The Commodore may call a special meeting at his convenience.
3. The Commodore shall preside at all meetings, but in his absence the Vice-Commodore shall preside.
4. When requested, the Secretary shall poll the members to determine those eligible to vote.
5. In all questions before the meeting, the Commodore shall have the deciding vote in case of a tie, except in the election of officers
6. The Treasurer will submit a report on the treasury at each meeting.

**SECTION 2 Quorum**

A quorum for holding a meeting shall be constituted by ten (10) Slip Holder memberships in good standing.

**SECTION 3 Order of Business**

Procedure and order of business for regular meeting shall be:

1. Reading of the minutes of last meeting
2. Reading of treasurer's report
3. Reports of Committees
4. Old business
5. New business
6. Adjournment

**SECTION 4 Special Meetings**

The above order of business does not apply to special meetings called by the Commodore and regular meetings may be suspended by two-thirds vote of the members present.

**SECTION 5 Committee Meetings**

1. The Commodore shall be an ex-officio member of all standing committees.
2. The Vice Commodore shall be an ex-officio member of all standing committees.

**SECTION 6 Robert's Rules**

The rules contained in "Roberts Rules of Order" shall govern the conduct of Club meetings in all cases to which they are applicable and in which they are not inconsistent with the By-Laws.

**APPENDIX IV - MARINA & BEACH GENERAL RULES****SECTION 1 Use of Ramp/Boat Basin**

Membership dues, fees and slip rentals must be paid prior to using ramp or occupying slip. All motorized watercrafts using club facilities must be in the basin by right of membership (Slip Holder or Associate) or as a visitor conforming to the By-Laws. Owner must provide proof of ownership and insurance prior to utilizing ramp and/or placing boat in Marina. Ramp can be used by the approved guests, but the member or an immediate family member over 18 years of age (family member as described by by-laws) must be present at the ramp when the approved guest is using it. Guest Pass is needed for all approved guests using ramp privileges.

**SECTION 2 Seasonal Stickers**

Seasonal stickers will be issued to all members that wish to utilize the boat ramp and marina. The sticker must be placed on all motorized watercrafts and must always be visible. They should be placed on the boat so stickers can be seen when standing in front of the boat when docking at the marina. They are not to be placed on decks, lifts, catwalks, vehicles etc. No vessel of any sort will be permitted to launch, retrieve, or be in the basin without the proper sticker.



**SECTION 3 Additional Slip**

A Slip Holder will be offered an additional slip (second slip) for current season use, only after exhaustion of the Associates on the Slip Holder waiting list.

**SECTION 4 Marina Overnight Docking**

1. Any member not paying full dues and any member's guest wishing to keep their vessel in the marina overnight, will pay a fee per night.
2. Members who wish to have a guest's vessel in the marina may do so under the following conditions:
  - a. Members will contact a member of the Executive Committee to ask permission and provide a copy of the guest for \$300,000 liability insurance.
  - b. If the guest wishes to spend the night, there will be a fee, and the fee is the responsibility of the member.
  - c. No member or guest is allowed to spend the night on their vessel.
  - d. Members are responsible for their guests.
  - e. Member is to be in the Crystal Beach area.

**SECTION 5 Marina Parking**

Parking must be in designated areas and at no time will vehicles be parked within fifteen (15) feet of the bulkhead or launching ramp.

**SECTION 6 Boat Speed & use of audible signal entering and leaving marina**

All vessels shall be restricted to the minimum speed possible for proper navigation while in the boat basin/channel. Members are required to caution their children or guests that violation of this SECTION may result in the member being charged with action detrimental to the Club which could lead to expulsion. All vessels are required to give proper audible signal – three (3) short blasts of a horn or signaling device 100' prior to entering the channel and/or 25' upon leaving the basin.

**SECTION 7 Boat width of slips**

Width of the slips – which can be up to 14 feet - must not be changed. No alternations to existing slips shall be made without written application and approval of the Harbor Master. This includes installation of ladders, boards, decking, dock lines, or boat lift/covers.

**SECTION 8 Member liability**

Each member is liable for damage caused by his/her vessel to any other vessel or dock in the boat basin or in entering or leaving the basin, including damage caused by the wake from his vessel. Each member is required to have a minimum of \$300,000 liability insurance on their vessel and is required to make sure their guests have the same minimum coverage as well. Members are responsible for any damage caused by their guests or visitors. Members are responsible for removal of damaged or inoperable vessels in a timely fashion as determined by the Executive Committee. If the member does not comply, the Executive Committee shall have the authority to take appropriate measures at the member's expense.

## **SECTION 9 Swimming**

No swimming is allowed in the basin or from the jetty at the entrance of the basin.

## **SECTION 10 Boating Season**

No boats are allowed in the marina from November 15th through April 1st (or whenever the ice eaters come out of the marina) without the approval of the Harbor Master and concurrence of the Executive Committee. It is the members' responsibility to know when the ice eaters are removed.

## **SECTION 11 Fishing**

Fishing is permitted in the basin from docks or boats only with permission from the owner. Those who fish should exercise the courtesy of removing any bait or other foreign matter and must not be cast in such a way as to endanger other persons or property.

## **SECTION 12 Litter & Debris**

Members and guests shall exercise caution while on Club property in discarding cigarettes, cigars, metal and glass containers, and any other objects or material which could be dangerous to persons or property. Refuse shall be removed from Club property by members and guests. No one shall throw objects or litter of any kind in the boat basin.

## **SECTION 13 Evening use of facilities**

The use of club property (entrance ramp, beach, picnic area) after 10pm requires the members to be present.

## **SECTION 14 Recreational Fires**

All recreational fires on CMBC property shall be conducted in accordance with Federal, State and County regulations. All fires must be always attended to and extinguished prior to leaving the beach.

## **SECTION 15 Responsibility for family & Guests**

A member is responsible for the actions of their family and/or guests and could be subjected to grievance proceedings because of their actions and be held financially responsible for any damage incurred by their actions.