

# **Crystal Beach Boat Club Bylaws**

## **Contents**

**Article I - Membership and Associates Financial Obligations**

**Article II - Membership and Associates' Responsibilities & Privileges**

**Article III - By-law Amendment Change Process**

**Article IV- Marina & Beach General Rules**

**Appendix I – Officer Roles and Descriptions**

**Appendix II – General Membership Meetings**

**Appendix III – Committee Descriptions**

**Date of Last Bylaw Update – October 1, 2024**

## ARTICLE I - MEMBERSHIP AND ASSOCIATE FINANCIAL OBLIGATIONS

### **Section 1 Fees and Membership Dues**

#### **A) FEES FOR NEW MEMBERS & ASSOCIATES**

The initial membership fees shall be as follows:

Application fee	\$	500.00
Maintenance fee	<u>\$</u>	<u>1500.00</u>
Total initial membership fees	\$	2000.00

a). All initial membership fees are non-refundable for any new members who become members after August 15, 2020 or who join as an associate after this date.

b). An initial payment of \$500 is required with each membership application. This fee represents a non-refundable initiation fee.

c) This deposit represents a \$500.00 initiation fee. Initiation fees \$500.00 become the property of the club once a membership is assigned. Withdrawal of an application prior to accepting membership will result in returning of the \$500.00 initiation fee and all equity fees paid to date.

d) The balance of the initial membership fee of \$1500.00 shall be paid within thirty (30) days of approval of membership. Failure to pay at such time shall result in loss of membership.

e) A new member will pay a full share of any future assessments that are approved by 2/3s of the membership. Any assessments approved and paid after August 15, 2020 are non-refundable. Associates do not pay any future assessments.

f) Any new members must start to pay their annual dues and any new associates must start to pay their annual maintenance fees the year they become part of the club. These will be prorated at 1/12 for each calendar month of the year.

#### **B) FEES FOR EXISTING MEMBERS**

a) Dues are \$650 annually for members and an additional \$25 for lift owners (piling fees), payable on January 1st and will be considered late after January 31. As of February 1st, there will be a late payment fee attached to your dues of \$50 per month as of the first of each month.

b) Associate Annual Maintenance fees are due January 30th. Starting February 1, a \$50 late fee will be assessed and every month after that at the first of the month. They must be postmarked by the first of every month to avoid late fees. Last late notice will go out May 1. If not paid by May 15, the keys to the gate will be deactivated and that associate will be dropped to the bottom of the permanent slip ranking list. The process of removing the associate from the list will be initiated as that associate is no longer in good standing

Associate slip rental fees deadline will be determined by the Membership Chairperson as it changes every year. If an Associate who was provided an opportunity to receive a slip for that given year does not pay within 30 days, then the associate will no longer be given that opportunity and it will be given to the next associate on the list.

c) Dues must be paid prior to using the ramp or occupying slip.

d) 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 his 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. The boat slip of any member whose dues have not been paid by May 15th will be made available for seasonal assignment.

- e) Failure to pay annual dues according to established timelines shall result in discipline as stated in discipline section of these By-Laws.
- f) An additional \$50 fee will be assessed for each 30 day period that an assessed fee is not paid; i.e., fee for non-removal of dock lines/ladders nonpayment of volunteer fee or any other assessed fee. Updated 9/2017
- g) All initial membership fees for existing members on or before August 15, 2020 are refundable if the member leaves or is asked to leave the boat club (with the exception of the past application fee).
- h) Existing members will pay a full share for their portion of any future assessments that are approved by 2/3s of the membership. Any assessments approved and paid after August 15, 2020 are non-refundable.

#### C) FEES FOR EXISTING ASSOCIATES

- a) Associates pay Annual Fees, **which are ½ of member annual dues**. With this they receive each year 2 keys for vehicle beach access and ramp privileges as well as preserving their current ranking of becoming a member. 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 associate as well. Failure to pay these annual fees will result in the removal from the boat club. If an Associate does become reinstated by paying back annual fees, their ranking to become a member does change in that they lose their past ranking as they now have a ranking of a new Associate.
- b) Existing Associates prior to August 15, 2020 will have their equity fees used to pay for future fees including annual boat club maintenance fees and any future installments needed to become a member until those funds are completely exhausted. This starts for the 2021 season. These fees will also be used to pay for \$75 volunteer fee if associate does not perform an hour of volunteer work.
- c) Once these fees are exhausted then associates can pay accordingly for annual boat club maintenance fees, slip rental fees, and any future installments needed to become a member.
- d) All associates before August 15, 2020 who have previously paid deposits under previous terms will get their balances of equity fees refunded – with the exception of the Application Fee – if decide to leave the club prior to becoming a member. This amount is also refundable if decides to leave boat club as a member. This balance is based on what was exhausted of associate's equity fee and what is owed to become a member. The associate must still pay the full equity amount if becoming a member.
- e) Associates who decide to rent a slip from the boat club when available will pay **\$150 above** full annual membership dues for existing members. With this pricing, any member who gives up his/her slip in any given year will lose it for that year if an Associate 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.

#### D) GENERAL FEES

- a)** Members and Associates, or a family member, are required to perform at least one (1) hour at one (1) hour of work or the completion of the assigned task (whichever is longer) OR participate in one (1) club work activity, or will be assessed a Club Activity Fee of \$75 per calendar year. Club activities include but are not limited to: installation or removal of ice eaters, beach clean-up days, work/maintenance days, etc. To avoid fee, volunteer work must be completed during each current year and cannot be credited to the previous year. Failure to pay this Club Activity Fee if did not participate in the one volunteer hour will result in

member's/associate's key card being deactivated until fee is paid. Volunteer hour or activity fee needs to be completed and postmarked by December 1st of each year. . Late fee of \$25 starts December 1st and an additional \$25 for every month after that until fully paid.

1. Members or member's family must do the volunteer time, unless previously approved by one of four elected officials (Commodore, Vice-Commodore, Secretary, Treasurer). An associate or member who wants to receive credit for their volunteer hour must get approval PRIOR to any activity by the appropriate officer or chairperson.
- b) Lift fee: for those members installing electric lifts in their assigned boat slip an annual fee of \$25.00 fee per boat lift and \$15 piling fee per personal watercraft (PWC) shall be due to the Crystal Manor Boat Club Inc. as part of the annual dues.
- a) Personal watercraft (PWC) lift owner's fee is \$100 per year, per lift.
- b) Each member and associate shall be entitled to two (2) key cards; loss of key card will result in \$75.00 replacement fee.
- c) Overnight fees
  - a. Any member not paying full dues and wishing to keep their boat in the marina overnight will pay \$25.00 per night.
  - b. Members who wish to have a guest's vessel in the marina may do so under the following conditions
    1. Member will contact a member of the Executive Committee to ask permission and provide a copy of the guest's \$300,000 liability insurance. If the guest wishes to spend the night the charge is \$25.00 per night and is the responsibility of the member. No member or guest is allowed to spend the night on their vessel.

Members are responsible for their guests. Member is to be in the Crystal Beach area.
- d) Seasonal Sticker fees - Members/Associates for, \$5.00 fee per watercraft, t can acquire a seasonal sticker that will permit the launching and retrieving of special motorized watercraft (wave runners, jet skis, Jon boats, excluding canoes, kayaks and vessels without an engine) provided the special watercraft is owned by the member, or member's parent, grandparent, spouse, brother, sister, son, daughter, or grandchildren, has a sticker and has been registered with the Membership committee with proper evidence provided.

## **Section 2 Assessments**

Members 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.

## **Section 3 Military Service**

Members and Associates (who are deployed) in active military service are automatically excused from payment of dues and volunteer fee upon proper notification in writing to the Secretary. This is specific to member only.

## **Section 4 Club Paid Dues**

- a) The Secretary and the Treasurer's dues will be paid by the Club in appreciation for the services rendered.
- b) If the executive committee waives a chairman's dues for services rendered to the boat club, it must be approved by the membership (approved 9/2019)

## Section 5 Membership Resignation Refunds

Membership of members who desire to resign, who sell their property in Crystal Manor, who no longer meet the requirements of membership, or who are expelled, shall revert to the Club - The Club will return to such members any equity fees paid during the course of membership and dues prorated at 1/6 due for each calendar month remaining for the period May through October, **but not more than \$500.00**, less any dues, fee or assessments owed to the Club by the member.

## ARTICLE II - MEMBERSHIP & ASSOCIATES' RESPONSIBILITIES AND PRIVILEGES

### A) Member responsibilities and Privileges

**Section 1** - A member in "good standing" is defined as:

- a) A member who has fully paid their dues/fees according to the timelines established in these By-Laws.
- b) A member who provides current required insurance protection as dictated by these established By-Laws
- c) 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.
- d) A member who has fulfilled their obligations of participation/activity in Boat Club activities.
- e) A member who abides by all Boat Club rules, regulations and By-Laws.
- f) 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.
- g) A candidate for membership must be eighteen (18) years of age or over and must be a property owner, which includes a dwelling, in Crystal Beach Manor, Maryland (as defined by Cecil County)
- h) In order to use the keyed gate, boat ramp and/or use a slip members and associate members must be in good standing. -Updated 9/2017

### Section 2 Candidate for Membership

- a) Any new candidate for membership or associate 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.
- b) 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 date of letter notification. Should member refuse to move to member level, they can retain their membership by moving to the bottom of the associate list. Updated 9/2017
- c) The Executive Committee will review each probationary member prior to the end of the probationary period to evaluate the member's record.

### Section 3 Voting membership

A membership, excluding Associates, 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 that 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.

#### **Section 4** Second boat

Each membership is entitled to keep one (1) boat in its assigned slip. Said boat must be owned by the member or immediate family member as in Section 3 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's membership. If, however, such family member wishes to keep a second boat in the marina, they must become an associate or full members to do so. See Article 10 Section 3

#### **Section 6** Slip Return - rebate

Each membership shall receive a rebate equal to half (½) of paid yearly dues when returning unused slip to Club by March 15th.

#### **Section 8** Relinquished Memberships

- a) 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. The Club will return to such members the initial equity fee on record and dues prorated at 1/6 of dues for each calendar month remaining for the period May through October, less any dues, fee or assessments owed to the Club by the member.
- b) Slips reverting to the Club shall be offered in priority order to:
  - 1. A member desiring a change in slip assignment as designated in Section 14.
  - 2. The purchaser of the former member's property in Crystal Beach Manor if the seller's membership was prior to September 19, 1993.
  - 3. In turn to the applicant's position on the waiting list maintained by the Membership Committee.

#### **Section 9** 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 10** - Slip Returns for a calendar year - rebates

Members who do not plan to use their assigned slips during the boating season should notify the membership chairman. If their slip is made available by January 31, they will receive a rebate of one-half (1/2) of the annual dues. Member will retain all other privileges regarding use of beach, ramp privileges and marina areas. Associates will be assigned the use of these slips.

#### **Section 11** – Lift owners

- a) Lift owners cannot turn in their slip for refund unless they remove all or part of the lift so as to render it practical for use by others.

#### **Section 12 – Change in Slip Assignment**

Members may request a change in slip assignment by placing their request in writing to the Harbor Master and 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.

#### **Section 13 – Membership - Property Guidelines**

- a) 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. This does not include Associates or waiting list applicants. 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.
- b) Memberships established after September 19, 1993 including Associates or waiting list applicants, 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 12 above permits a transfer of membership.

#### **Section 14 – Slip Modifications**

A member may not alter their assigned slip or bulkhead in any manner without written request to the Harbor Committee and written permission of the Executive Committee is granted. Updated 9/2017

#### **Section 16**

If a member commits to using his/her slip or an associate rents a slip for a 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 (\$25) overnight stay.

#### **Section 17**

If a member 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 member will not have access to his/her slip for rest of calendar year unless it is still not in use.

#### **B) Associates Responsibilities and Privileges**

##### **Section 1 – Associate in Good standing**

An Associate is in good standing who 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 privileges.

## Section 2

- a) An Associate, in good standing, is a seasonal privilege offered to individuals on the waiting list in the order of their original application for membership. An Associate is for a single season only.
- b) Associate Ramp /Club privileges and/or associate slip rentals - This privilege is offered during the “In-season” from April 1st (or whenever the ice eaters come out of the marina) through November 15. Special exception may be made, at the discretion of the Membership chairman, to allow “off season” gate use to those associates who are granted an Associate membership for the following season and pay their gate fee in full prior to December 31 for said season prior to use of ramp.

## Section 3 – Associate Slip Assignments and rentals

Every year there are potential opportunities for Associates to have slip privileges.

- a) Assignment of slips to Associates will be based on seniority, which is based on ranking.
- b) The membership chairman assigns slips 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:
  - 1. If an associate with more seniority asks for a different slip from the previous year every effort will be made to accommodate this request.
  - 2. 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.
  - 3. If a member decides to use their slip and they did not the previous year this slip will not be available for associate use.
- c) If there are not enough slips available for everyone on the associate list, they will be notified that there is no slip for them this year. If a slip becomes available during the boating season they will be notified according to ranking and pay a prorated rate.

## C) Senior Member

In the event that a CMBC member has accumulated 25 years (any combination of member and associate member status) of satisfactory membership and relinquish their slip to the Club, then that member may become a Senior Member. A Senior Member receives their equity fees back and if they choose to join the boat club again, they will come back as an associate paying new initiation fees and starting at bottom of the rankings of the Associate List. A boat club key card may be issued to the member for an annual fee of \$75. If key card is lost, then the Senior member will be charged \$75 for the lost key card and a new card will be issued.

The Key Card is for the use for the Senior member and shall be used for use 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.

There are no other CMBC benefits that are included with the Senior Member status. The Senior Member may not extend any boat club privileges to any other person. The beach 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.

If Senior Member sells his/her property at Crystal Beach and is no longer a property owner in the community, that person loses Senior Membership status.

Any violation of these conditions shall result in the Senior member losing the key card privilege and key card will be deactivated

## ARTICLE III AMENDMENT BY-LAW CHANGE PROCESS

### Section 1 By-Law Amendment

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

- a) A proposed change to the By-Laws must be presented by a member/associate 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.
- b) The By-Laws Committee shall investigate the effects of such change to the By-Laws and submit its recommendations to the Executive Committee.
- c) The suggestions and changes then will be presented at a General Meeting for clarification and discussion purposes. There will be no voting on these suggested changes at this meeting.
- d) The Secretary shall notify in writing to all of 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.
- e) 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.
- f) The approved changes of the by-laws by the membership are written by the By-laws Chairperson and sent to Secretary for discussion 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.
- g) In order 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.
- h) 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.

#### **ARTICLE IV - MARINA & BEACH GENERAL RULES**

##### **Section 1 – Use of Ramp**

Membership Dues, Associate Annual Fees, and Associate slip rentals must be paid prior to using ramp or occupying slip. Ramp can be used by the approved guests, but the member/associate or an immediate family member over 18 years of age (family member as described by by-laws) must be present at the ramp when approved guest is using it. Guest Pass is needed for all approved guests using ramp privileges.

##### **Section 2 Use of Club Facilities**

All water craft using Club facilities must be in the basin by right of membership (member or associate) or as a visitor conforming to these By-Laws. Owner must provide proof of ownership and insurance prior to placing boat in Marina.

##### **Section 3 Additional Slip**

A member and associate will be offered an additional slip (second boat) after being offered to Associates on waiting list – fee will be same as Associates using available slips.

##### **Section 4 – Responsibility for family & Guests**

A member or associate is responsible for the actions of their family and/or guests and may be held financially responsible for any damage incurred by their actions.

#### **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 – Family & Guests**

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. Members cannot rent their boat slip or Club privileges. Since a boat lift is in a boat slip, then boat lifts cannot be rented; boat lifts cannot be rented in the marina by members as long as the lift is in a slip in Crystal Beach Marina. If the boat club discovers that a slip or lift is being rented to another member/associate, then the member that owns that slip/lift as well as the member/associate who is renting it will be penalized based on the Executive Committee that may include suspension or expulsion (membership approval). Associates involved in illegal renting of a lift will also be placed at bottom of Associate's ranking list for permanent slips.

- a) Any member's key card who is used by individuals other than parents, grandparents, wife, husband, brother, sister, son, daughter, grandchildren or approved guest will result in immediate confiscation of the key card and for the first offense - \$50.00 fine plus fifteen (15) day suspension, second offense – loss of membership as determined by the executive committee.
- b) Additional watercraft special privilege. Members/Associates for \$5.00 fee per watercraft can acquire a seasonal sticker that will permit the launching and retrieving of special motorized watercraft (wave runners, jet skis, Jon boats, excluding canoes, kayaks and vessels without an engine) provided the special watercraft is owned by the member, or member's parent, grandparent, spouse, brother, sister, son, daughter, or grandchildren, has a sticker and has been registered with the Membership committee with proper evidence provided.
- c) Evening use of facilities (entrance ramp, beach, picnic area) after 10pm requires the member or associate to be present.

#### **Section 7 - Seasonal Stickers**

Seasonal stickers will be issued to all members and associates and must be placed on all vessels. They must be visible at all times. They should be placed on boat so sticker can be seen when standing in front of boat when docked at 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.

Any member or associate who launches their boat in the marina without having shown proof of insurance and secured the proper sticker that indicates they have completed the approved application process shall be charged an initial fee of \$25 (after one warning per calendar year) plus an additional \$5 per day that vessel remains in the marina without proper documentation. Member/associate key will also be deactivated until sticker is placed on boat and the penalty fees are paid. This will be enforced by Commodore and Security Chair.

**Section 8 - Slip Assignment Reassignments**

Slip assignments are not permanent and may be reassigned by the Club due to special construction requirements, safety considerations, expansion, etc.

**Section 9 – Overnight docking**

- a) Any member not paying full dues, wishing to keep their boat in the marina overnight, will pay \$25.00 per night.
- b) Members who wish to have a guest's vessel in the marina may do so under the following conditions
  - 1. Member will contact a member of the Executive Committee to ask permission and provide a copy of the guest \$300,000 liability insurance. If the guest wishes to spend the night the charge is \$25.00 per night and is the responsibility of the member. No member or guest is allowed to spend the night on their vessel. Members are responsible for their guests. Member is to be in the Crystal Beach area.

**Section 10** No swimming is allowed in the basin or from the jetty at the entrance of the basin.**Section 11 – Boat Speed & use of audible signal entering and leaving marina**

All boats shall be restricted to the minimum speed possible for proper navigation while in the boat basin/channel.

Members/Associates 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 12 – 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 13 - dock lines**

Any dock lines must be removed by November 15th or \$75.00 per slip will be charged.

**Section 14 Member liability**

Each member and associate 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 and associate 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 and associates are responsible for any damage caused by their guests or visitors. Members and associates 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 15 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 Executive Committee approval. It is the members' and associates' responsibility to know when the ice eaters are removed.

#### **Section 16 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 cast in such a way as to endanger other persons or property.

#### **Section 17– 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 18 – Consequences of family Members & Guests**

Members are responsible for the actions of their parents, grandparents, brothers, sisters, children, grandchildren, and any other guest using Club facilities and therefore will be accountable for their actions. This includes repairing any damages and following all Club regulations. Violation could result in disciplinary actions.

#### **Section 19 - EXPULSION FROM CLUB**

- A) Members will be expelled from the Club under the terms and conditions previously set forth in these By-Laws.
- B) 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.

### **APPENDIX I – OFFICER RESPONSIBILITIES, & ELECTIONS**

#### **A) Obligations of Club**

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

- a) Use all funds available with good judgment in order to carry out the objectives of the Club as stated in its Constitution.
- b) Maintain and improve all Club facilities in keeping with the needs of the Club commensurate with the funds available.

#### **B) Nominations & Elections**

**Section 1** The officers of the Club shall consist of:

- |                   |              |
|-------------------|--------------|
| a) Commodore      | c) Secretary |
| b) Vice-Commodore | d) Treasurer |

#### **Section 2** 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** Prescribed Duties

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

### **Section 4** Replacement of officers

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 either 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 memberships present at the regular meeting following notification will be necessary for approval of such action.

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 5** 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 6** 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 in good standing.

### **Section 7** 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.

## **C) OFFICER'S RESPONSIBILITIES**

### **Section 1** Commodore

- a) The Commodore shall preside at all meetings, but in his absence the Vice-Commodore shall preside.
- b) The Commodore shall be an ex-officio member of all standing committees.
- c) In all questions before the meeting, the Commodore shall have the deciding vote in case of a tie, except in the election of officers.

d) The Commodore shall appoint Chairs for each Committee. Chairperson of each committee serves at the discretion of the Commodore:

Audit Committee	By-Laws Committee
Grievance Committee	Membership Committee
Nominating Committee	Security Committee
Beach Committee	Web Site Committee
Harbor Committee Event	Planning Committee
Event Planning Committee	

- e) But is not restricted to these committees only. The Nominating Committee shall be appointed at or prior to the July meeting.
- f) 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.
- g) The Commodore may appoint a full time resident club member of Crystal Beach Manor, to act in his behalf during his absence. This person becomes a member of the Executive Committee, serving at the Commodore's pleasure.

## **Section 2 Vice Commodore**

- a) The Vice-Commodore shall assume all duties of the Commodore in the latter's absence or at the request of the Commodore.
- b) The Vice Commodore shall be an ex-officio member of all standing committees.
- c) 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.
- d) The Vice Commodore will enforce the collection of any late dues from members not paying them in time.

## **Section 3 Secretary**

- a) It shall be the duty of the Secretary to keep accurate record of the proceedings of all meetings of the Club.
- b) The Secretary will notify applicants for membership of their acceptance or rejection of the Club.
- c) 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.
- d) When By-Law Amendments are to be acted upon at a meeting or elections are to be held, the Secretary will also advise members in the meeting notice and will also advise members of the result of such action.
- e) When changes in fees or dues are to be acted upon at a meeting, the Secretary will so advise members in the meeting notice.

- f) The Secretary shall include reminder slips of “dues and fees payable” in the meeting notice of the member involved.
- g) 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.
- h) When requested, the Secretary shall poll the members to determine those eligible to vote.
- i) 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 \$100,000 liability insurance is carried on the member’s vessel. This record should include a description of the vessel and who is the registered owner.
- j) The Secretary will send out reminder notices.
- k) The Secretary is responsible for the collection and maintenance of all records associated with the membership dues and late payment fees. The Secretary may appoint a member or associate to assist in these duties.
- l) Starting on February 1, the Secretary will notify on a monthly basis 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.
- m) In order 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 4 Treasurer**

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

### **APPENDIX II - COMMITTEE RESPONSIBILITIES**

#### **Section 1 Executive Committee**

- a) 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 XI, Section 2.

- b) 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.
- c) 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.
- d) The Executive Committee also has the power to waive the dues of certain committee chairman for services provided to the club.

## **Section 2 Harbor Committee**

The Harbor Committee will be responsible for:

- a) Promoting the Objectives of the Club in the management and operation of the boat basin to advance pleasure and safety in boating.
- b) 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.
- c) Approve or disapprove requests for guest boat docking other than specified in Article X, Section 4 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 \$100,000 Liability insurance.
- d) A monthly (May to September) safety inspection of the Harbor Facilities.
- e) Shall work in co-operation with the Membership chairman in the exchange of slips. Keep an updated chronological list.
- f) 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:

- a) Enforce Club regulations in the area of the boat basin and report members in violation to the Grievance Committee.
- b) Consider legal action as necessary against any person damaging Club or member's property.
- c) Lend assistance to vessels in distress, permitting them to use basin or ramp facilities as required.
- d) Extend customary reciprocal courtesies to members of other boat clubs insofar as facilities permit.
- e) Discourage uninvited boats from entering the basin when that entrance is unnecessary.
- f) 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:

- a) Promoting the objectives of the Club in maintaining beach facilities to advance pleasure and safety in beach and bathing activities.
- b) 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.
- c) 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.
- d) 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.
- e) 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:

- a) Enforce Club regulations in the beach area and report members in violation to the Grievance Committee
- b) Prohibit the mooring of vessels in the area off the beach from the jetty to Pearce's Creek to a distance of seventy-five (75) feet beyond the westerly lines of the bathing area or bathing float.
- c) 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:

- a) 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.
- b) Obtaining their permission to place their names in nomination.
- c) 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.
- d) Placing the names from the floor in nomination by the August meeting.

#### **Section 5 Membership Committee**

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

- a) Receiving all applications for membership in the Club along with the required initial fees and dues.
- b) Ascertaining the qualifications of applicants in line with the Club By-Laws.
- c) Meeting with applicants and discussing with them the benefits and responsibilities of Club membership.
- d) Recommending to the members in meeting action to be taken when an application is presented for the members' approval.
- e) 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.
- f) Offering memberships to Associates, when available, in proper order to those on the waiting list of applicants.

- g) Assign initial dock space to members and associates as well as provide two keys and a copy of the By-Laws to associate members.
- h) Notify the Secretary and Harbor Master of initial slip assignment.
- i) Before assigning a slip and/or providing a key for ramp privileges, the member or associate 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 chairperson.
- j) The Membership chairperson will maintain a current record of the names, addresses, and slip assignments of all the members and associates.
- k) Yearly audit of associate membership annual fees.
- l) Offer the use of vacant slips to member/associates who request the use of such slips and receive compensation to the Club for such use as defined elsewhere in these By-Laws.

The Membership committee has the authority to:

- a) Make changes in slip assignments in order to administer the responsibilities of Article V, Section 5 listed above, and any other provision of these By-Laws.
- b) Use discretion in assigning and/or changing slip assignments for the benefit of the Club and its members.
- c) Offer the use of a member's vacant slips to member/associates who request the use of such slips and receive compensation to the Club for such use as defined elsewhere in these By-Laws.

#### **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 will be reviewed at the next regular meeting.

#### **Section 8 Audit Committee**

Responsible for an 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 Web-Site.

#### **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

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

#### **Section 2** Quorum

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

#### **Section 3** Order of Business

Procedure and order of business for regular meeting shall be:

- a) Reading of the minutes of last meeting
- b) Reading of treasurer's report
- c) Reports of Committees
- d) Old business
- e) New business
- f) Adjournment

#### **Section 4** Special Meetings

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

#### **Section 5** Committee Meetings

- a) The Commodore shall be an ex-officio member of all standing committees.
- b) The Vice Commodore shall be an ex-officio member of all standing committees.

#### **Section 5** 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.