

Clover Island Yacht Club

By-Law

Revised October 2010

ARTICLE I

Name and Location

Section 1: The name of this corporation shall be CLOVER ISLAND YACHT CLUB.

Section 2: The principle place of business of this corporation shall be in Kennewick, Washington.

ARTICLE II

Membership

Section 1: The membership of this club shall be open to any reputable person, at least 21 years of age (Junior Members excepted), in sympathy with the objects of this club, who shall follow the prescribed procedures, as hereinafter outlined.

Section 2: The membership shall consist of the following classes:

A. Resident Regular Member is a member who owns a boat and/or boathouse that are moored within the confines of the Clover Island Yacht Club. These members are entitled to all of the rights and privileges of regular membership as defined by these By-laws.

a. A regular membership is to be held jointly by spouse/domestic partners of record.

b. The jointly held regular membership shall be limited to one vote and one moorage space

c. Only one spouse/domestic partner may be a member of the Board of Trustees at any one time.

d. A regular membership may not be jointly held in the event of separation or divorce. In this event the spouses/domestic partners shall advise the Secretary in writing as to which spouse/domestic partner will retain the membership; however, in the event that said membership holds a lease to moorage space, the lease shall remain with the spouse/domestic partner who retains the membership.

B. Non-Resident Regular Member is a member who owns a boat that is NOT moored within the confines of the Clover Island Yacht Club. These members are entitled to all privileges of regular membership as defined by the By-laws except the right to lease moorage. They do not pay assessments for the maintenance and repair of the docks and covered moorage slips that are imposed from time to time by the Board of Trustees.

C. Social Members are non-boat owning members or members with boats permanently located outside the greater Tri-City area that wish to maintain an affiliation with the Clover Island Yacht Club. Social Membership is available after completing four (4) years as a Regular Member in the Clover Island Yacht Club.

D. Junior Members have limited privileges as defined in these By-laws. This class is open to young adults of age sixteen (16) through twenty (20), who are children of Regular Members in good standing. The sponsoring Regular Member assumes all responsibility for the Junior Member.

E. Life Members are Social Members, who, by decree of the Board of Trustees, have been awarded Lifetime membership status for outstanding contributions to the betterment of Clover Island Yacht Club. Life Membership is only considered for members and/or their spouses who have served as Commodore of the Clover Island Yacht Club.

Section 3: All members shall be entitled to the same rights and privileges of club membership, except only Regular Members shall be entitled to:

- a. Hold elected or appointed office, or serve as trustee.
- b. Lease moorage for a privately owned boathouse, or a slip in the covered moorage.
- c. Use clubs facilities, with the consent of the Board of Trustees, for personal purposes.
- d. Vote at any meeting.

Section 4: The unmarried children under twenty one (21) years of age shall be entitled to the same privileges, with respect to use of the facilities, that the member is to enjoy, except that a dependent under sixteen (16) years of age must be under the supervision of an adult member.

Section 5: Application for membership in the Club shall be made in the manner prescribed by the Board of Trustees. The membership application in its approved form shall contain an agreement to abide by the By-laws and Rules of this Club. The application for membership shall be first referred to the Board of Trustees for consideration. If approved, such application shall be submitted to the membership at the next regular or special meeting and shall be voted upon. A two-thirds (2/3) favorable vote of the Regular Members present shall be required to elect an application to membership.

Section 6: Membership in the Club may be terminated by written resignation, or by action of the Board of Trustees for non-payment of dues, fees, or assessments. Any member who has been in arrears for ninety (90) days shall be dropped from the membership unless extenuating circumstances are found to exist by the Board of Trustees, sufficient to permit the extension of the time for payment to a date not more than one (1) year hence.

Section 7: Membership may be terminated by resolution of the Board of Trustees upon showing that any member has conducted himself improperly, is guilty of conduct unbecoming a member of the Club, or has failed to remedy, after notice, any situation, which is in contravention of the By-laws or Rules of the Club. Any member of the Club may send to the Board of Trustees written complaint against any other member for objectionable conduct. Before the Board takes action, a hearing shall be held at a regularly scheduled or special Board meeting. At any such hearing, the complainant member and the accused member shall have the right to attend and present evidence on their behalf and such hearing shall be held only after ten (10) days written notice thereof to the members involved.

Section 8: A member may request a change in class of membership by making application to the Board of Trustees. Changes from Regular Member to Social Member shall become effective at the beginning of the fiscal year following approval by the Board of Trustees. All other membership changes become effective at the time of approval by the Board of Trustees.

Section 9: A member who has any reason to question any official club communication or action should first discuss it with the responsible Officer or Committee Chairperson. If a satisfactory resolution cannot be reached, the member may request resolution of the problem at the next regularly scheduled Board of Trustees meeting. A member may appeal a Board of Trustee action or decision at any general membership meeting.

ARTICLE III

Fees, Dues, and Assessments

Section 1: An initiation fee, in an amount as from time to time shall be determined by the Board of Trustees, shall be collected with each application for membership, and shall be refunded if the applicant is not elected to membership. The initiation fee for an applicant, who is a Junior Member, or the Son or Daughter of a member in good standing, shall be one-half (1/2) of the regular initiation fee.

Section 2: Annual fees, dues, penalties, and assessments shall be in such amount as determined by the Board of Trustees, and shall be payable on January 1 of each year. In the case of a new member, the amount shall be pro-rated and payable when elected to membership. The annual dues for a Social Member shall be 25% of the dues of a regular member. The annual dues for a Junior Member or Life Member shall be waived.

Section 3: Assessments for maintenance and repair of docks and covered moorage slips leased to Regular Members shall be determined by the Board of Trustees and pro-rated to the members holding leases, on an equitable basis. Any and all fees, dues, assessments and initiation fees when once paid shall not be refundable, except as may be determined by the Board of Trustees.

Section 4: The death, resignation, or expulsion of a member shall terminate his/her membership, and this shall work a forfeiture of all interest in and to the property of the Corporation, and the member thereafter shall have no right thereto or any part thereof, except that in the case of the death of a member with a jointly held membership, the membership shall be held by the surviving spouse/domestic partner.

Section 5: Acceptance of membership in Clover Island Yacht Club constitutes the member's expressed consent for the Club to take all action allowed for under these By-laws and the Rules of the Club, as currently existing or as may hereinafter be amended from time to time, against the member for non-payment of any dues or assessments herein. Failure of a member to address health and safety concerns, make repairs or remedy defective or hazardous conditions within the designated time after notice from the Board of Trustees shall constitute the member's expressed request that the Club make such repairs or remedy such condition at the member's expense.

ARTICLE IV

Meetings

Section 1: The regular membership meetings of the Club shall be at the clubhouse, and shall be the first Tuesday of each and every month, at the hour designated by the Board of Trustees.

Section 2: The Trustees may provide for holding special membership meetings on other dates, if it determines it is desirable to do so, and shall call a meeting upon petition signed by not less than ten percent (10%) of the membership.

Section 3: In all membership meetings, fifteen percent (15%) of the Regular Members shall constitute a quorum for the transaction of business.

Section 4: No notice of regular meetings shall be required. Notices of special meetings shall be communicated to each member not less than ten (10) days prior to the meeting.

Section 5: Any business may be transacted at a regular meeting of the Club, and any business described in the notice of a meeting, may be transacted in a special meeting, called for that purpose.

ARTICLE V

Board of Trustees

Section 1: The government of this club and the control of its property shall be vested in its Board of Trustees. The Board of Trustees shall consist of seven (7) members. One (1) of the members shall be the Immediate Past-Commodore. The remaining six (6) Trustees shall be elected annually from the membership. A member must have been in the club for at least two (2) years before becoming eligible for the election as a Trustee. Each Trustee shall hold office only as long as he/she remains a member in good standing, and until his/her successor shall be elected. The Trustees shall adopt rules for conducting

the business of the Club; they shall conduct regular meetings, at a time and place determined by them, at not less than once each month and they shall, on the call of the Commodore, hold such special meetings as he/she shall determine.

Section 2: The Board of Trustees shall be elected at the regular membership meeting held in November of each year and assume the responsibilities effective at the next Board Meeting immediately following the election.

Section 3: During the fiscal year, the Trustees shall have full power to fill any vacancy on the Board with a qualified member.

Section 4: Nominations shall be by a committee of five (5) regular members appointed by the Commodore at least thirty (30) days prior to the election. Such committee shall appoint from the members, two persons for each office to be filled. A list of all nominees recommended shall be filed with the Secretary not less than fifteen (15) days before the election. The members may make other nominations from the floor, or by filing the name of the nominee with the Secretary.

Section 5: The Board of Trustees shall, insofar as practicable, communicate to all members of the Club a list of the nominees recommended and the names of any other nominees filed with the board, at least ten (10) days prior to the election.

Section 6: All voting shall be done by ballot, unless by motion duly made, seconded, and carried, the members at the meeting shall establish another method of voting. The nominees receiving the highest number of votes shall be declared elected.

Section 7: The Board shall meet as herein provided. Absence from three (3) regular meetings without excuse shall be construed as a resignation. A simple majority of the Board of Trustees shall constitute a quorum at any meeting.

ARTICLE VI

Officers

Section 1: Within ten (10) days after the annual election, the Trustees shall meet and elect officers for the ensuing year as follows: Commodore, Vice-Commodore, Secretary, Dock Trustee, Building & Grounds Trustee and Cruise & Entertainment Trustee. All of such officers must be members of the Board of Trustees. The office of Purser may be combined with that of Secretary. Otherwise, the office of Purser will be appointed by the Board of Trustees.

Section 2: The Commodore shall preside at all meetings of the Board and the membership at large, perform all duties incident to the office, appoint all committees with the approval and concurrence of the Board, be an ex-officio member of all committees, and carry out other responsibilities assigned to the Commodore by these By-laws and by the Board of Trustees.

Section 3: The Vice-Commodore shall perform the duties of the Commodore during the absence or temporary incapacity of the Commodore, and shall perform all duties and have all powers incident to this office.

Section 4: The Secretary shall keep a record of all proceedings of the Club and the Board of Trustees, be the custodian of all correspondence relating to the business of the Club, keep a roll of the members in the Club, keep a file of documents, records, and other matters connected with the Club business and such other matters as may be delegated to him/her by the Board of Trustees.

Section 5: The Dock Trustee shall be responsible for daily management, maintenance and repair of the docks, covered moorage, and the gas dock; be the coordinator of space utilization and make recommendations to the Board for capital repairs, replacements and safety issues.

Section 6: The Building & Grounds Trustee shall be responsible for daily management, maintenance and repair of the building & grounds. Specific items include the hoist & maintenance area, parking lot, dumpster area, and access ramps to the docks and gas dock. Act as liaison to the Port of Kennewick for building & grounds maintenance.

Section 7: The Cruise & Entertainment Trustee shall be responsible for developing and implementing the annual activity calendar of the Club.

Section 8: The Purser shall receive and disburse the funds of the Club. The Purser shall keep all monies of the club deposited under the name of the Club, and shall make reports to the Board when requested. The Purser shall, at the option of the Board of Trustees, be bonded in such amount as the trustees shall establish, with any premium to be paid from the funds of the Club.

Section 9: An elected officer of the club may be recalled from office at any regular or special meeting by a two-thirds (2/3) vote of all the Club Regular Members present, providing that all members have notification pursuant to Article IV, Section 4.

ARTICLE VII

Committees

Section 1: There shall be three (3) standing committees, namely, an Executive Committee, a Finance Committee, and a Dock Committee. The Board of Trustees shall authorize and define the power and duties of all committees.

Section 2: The Commodore shall appoint all committees and committee chairs from the regular membership of the club, subject to confirmation by the Board of Trustees.

Section 3: The Executive Committee shall be composed of the Commodore, Vice-Commodore, Purser, Secretary, and one (1) other trustee. Three (3) shall be a quorum.

Section 4: In the interim between meetings of the Board of Trustees, the Executive Committee shall have charge of the routine business of the Club. It shall have general charge of the finances and property in the Club, and shall have authority to order disbursements for necessary expenses, and may grant to any committee a reasonable amount of money for special work, provided such amount shall not exceed the budget allowance for such work as previously approved by the Board.

Section 5: The Executive Committee may refer matters brought before it, to the Board of Trustees, or to a proper standing committee, which it may designate.

Section 6: The Finance Committee shall consist of three (3) or more Regular Members. The Finance Committee shall be charged with the duty of overseeing the fiscal operations of the Club. It shall provide for an annual examination of the books and accounts of the Club, and shall report the results of the examination to the Board of Trustees and to the membership. All recommendations for expenditures beyond the budget shall be submitted to the Finance Committee and approved by the Board of Trustees.

Section 7: As soon as possible after the election each year, the Finance Committee shall compile a budget of estimated expenses for the ensuing year, including a stated amount for each committee, and submit it to the Board of Trustees. As passed by the Board, with or without modification, and after approval by the membership at the next general meeting, this budget shall be the appropriation measure of the Club. No committee shall exceed its appropriations without the consent of the Board of Trustees.

Section 8: The Dock Committee shall consist of three (3) or more Regular Members. The Dock Committee shall be charged with the duty of maintaining and operating the moorage facilities of the Club, recommending assessments for that purpose, recommending and enforcing rules and regulations governing the use, building and maintenance of boathouses, covers or other structures, and generally doing all things necessary to operate and regulate said facilities. Two (2) shall be a quorum.

ARTICLE VIII Communications

Section 1: The specific method(s) of communicating information to the membership will be maintained in the Administration section of the Club General Rules.

ARTICLE IX Regulations Relating to Moorage Space

Section 1: Moorage space for boathouses shall be sublet to Regular Members for a term equal to the then existing lease between Clover Island Yacht Club, Inc. and the Port of Kennewick, or their successors. Payment for said leases shall be in such amounts as set by the Board of Trustees, provided however, that the payment by the member to the Club for the sublease shall be prepaid for the term of the lease. At such time as payment has been made in full, the Club shall assess no further rental payments for the sublease.

Assessments for maintenance and repair may be made, as provided for in Article III, Section 3. Moorage Rules and Regulations as established by the Dock Committee and approved by the Board of Trustees will be followed in all matters relating to the lease of boathouse space.

Section 2: The Lessee shall be entitled to the boathouse moorage space only as long as he/she remains a Regular Member of the Club, in good standing. Upon change of membership class, termination of membership, death or withdrawal for any cause whatsoever, he/she shall be entitled to assign his/her leasehold rights to any Regular Member in good standing of this club, providing however, that said transfer shall be perfected ninety (90) days from the date the holder ceases to be a member. At the expiration of such period, if no transfer is completed, the Club shall have the right to terminate the lease agreement and take over the moorage space by paying the sum representing one-half (1/2) of the then current rate as set by the Board of Trustees, as per Section 1 of this Article. (See Article III, Section 4 pertaining to transfer in case of death.)

Section 3: No member shall assign, sublet, or allow the usage of his/her moorage, or any portion thereof, except to another Regular Member in good standing, nor shall he/she make any structural modifications, build, or move into the club moorage, any boathouse, without the prior written permission of the Board of Trustees. All boathouses shall be under single ownership. No member may own more than one boathouse, except during a transition period, not to exceed twelve (12) months, or in unusual circumstances as may be fixed by the Board.

Section 4: Any member who owns (or has the use of) any boathouse shall provide adequate and proper anchorage for said boathouse as shall be determined by the Dock Committee, its decisions and regulations to be final.

Section 5: Any member who is the owner of (or has the use of) any boathouse shall provide his/her own electrical service. Connections or disconnection to the Clubs main service lines shall not be made without the prior written permission of the Board. A licensed electrician may only make such connections. All electrical wiring and service must conform to all local, state, or national electrical codes.

Section 6: Sanitary facilities, which could discharge human waste into the bay, shall not be installed or maintained in any boathouse.

Section 7: Each boathouse owner and each occupant of covered moorage, as prescribed by the Dock Committee, shall furnish adequate fire protection. All combustible materials (gasoline, oils, etc.) shall be properly stored. No open fires or barbecues will be allowed in the boathouses, in covered moorage or on any wooden surface. All barbecues must be attended.

Section 8: Any member who is the owner of (or has the use of) any boathouse shall keep the same in good state of repair, appearance and free of all conditions, which, at the

discretion of the board of Trustees because of health and safety concerns, constitute a nuisance. The Dock Committee may inspect and order repairs to any boathouse. Such orders for repairs shall be given in writing, to the owner of the boathouse, and shall give the owner a reasonable time in which to make the repairs. In the event said repairs are not made in said time, the Dock Committee may, on approval of the Board of Trustees, make repairs at the expense of the Club and assess the cost thereof against the owner and his/her leased space and the same shall become a lien on the boathouse and said space. Such a lien may be foreclosed as a chattel lien, and the Club or any member may be a bidder thereon, subject to these By-laws. In the event the Club does not choose to make said repairs, it may, by action of the Board of Trustees, condemn said boathouse as a nuisance, and order or provide for its removal and assess the costs thereof against the space.

Section 9: Moorage space in the covered moorage slips shall be sublet to Regular Members on an annual basis provided however, that a member may not lease more than one (1) covered moorage slip on an annual lease. Regular Members with permanent moorage, who have a temporary need for additional moorage, may rent a covered moorage slip on a month-to-month basis, if space is available. Regular Members desiring permanent moorage space in the covered moorage slips will have first option on all spaces not under annual lease. Payment for such moorage either annually or on a month-to-month basis shall be in such amounts as set by the board of Trustees. In addition to the rental payments, assessments for electricity, water, repair and maintenance, insurance, taxes, and any and all other costs of operation of said facility, will be made as determined by the Board of Trustees.

Section 10: Covered Moorage Rules as established by the Dock Committee and approved by the Board of Trustees will be followed in all matters relating to assignment of slips in covered moorage.

Section 11: The Lessee shall be entitled to the moorage space in the covered moorage slips only as long as he/she is a member of the Clover Island Yacht Club, in good standing. Upon termination of membership or change of class of membership, said lease shall no longer be in effect, and all rights of said moorage space shall return to the Club.

Section 12: No member shall use any club facility, boathouse, covered moorage slip, or boat for any commercial purpose, nor moor any commercial vessels at the club moorage. All boats moored at the club moorage will be registered to the individual members. No boats with dealer or commercial registrations will be permitted.

Section 13: The Dock Captain, upon request to the lessee, may inspect any and all boathouse facilities and boats moored in boathouses or in the covered moorage slips. Any conditions found by the Dock Captain, which create an undue hazard to the property of other members or the Club shall be corrected immediately by the member.

Section 14: Non-Resident Regular Members, Social Members and Junior Members have the same moorage privileges as guests of the Club, and shall abide by the moorage rules for guests, which are established by the Board of Trustees.

Section 15: In the event any Lessee's membership is forfeited for non-payment of dues, fees, or assessments, and he/she has not assigned his/her leasehold rights (pursuant to Article IX, Section 2) or otherwise removed his/her boat or boathouse, Clover Island Yacht Club shall have a possessory chattel lien on the boat or boathouse for the cost of disposing, or removing of same and may dispose of, or foreclose on, pursuant to any applicable chattel lien laws of the State of Washington.

ARTICLE X
Fiscal Year

Section 1: The fiscal year shall end with the 31st day of December of each year.

ARTICLE XI
Parliamentary Procedure

Section 1: The proceedings of the Club meeting shall be governed by and conducted according to, the latest edition of Robert's Manual for Parliamentary Rules.

ARTICLE XII
Amendments

Section 1: These By-laws may be amended or altered by two-thirds (2/3) vote of those Regular Members present at any regular or special meeting of the Club, provided that notice setting out the date of the vote, be included in the monthly newsletter or a special notice communicated to each member not less than ten (10) days prior to such meeting.

IN WITNESS WHEREFORE: These By-laws were adopted at a regular meeting of the Club on October 5, 2010.