

**BYLAWS
OF THE
CONVAIR SAILING CLUB**

Article I. Offices

The principal office of the Corporation for its transaction of business is located in the County of San Diego, State of California. The Board of Directors (Board) may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary in these bylaws opposite this Section, or this Section may be amended to state the new location.

Article II. Purpose.

The objective of the Convaire Sailing Club (CSC) is to provide a facility for boats and equipment for the sailing enjoyment of its members.

Article III. Membership.

Section 1. Members. A member is a person who (i) has paid annual dues for the current calendar year in an amount calculated in accordance with these Bylaws and received a current membership card, and (ii) has not been suspended pursuant to these Bylaws. The term "membership" in these Bylaws shall mean all of the members of the Club.

Section 2. New Members. To become a member, a person must be 18 years of age or older, except that a person who is 16 year of age or older and is the dependent of a member living in the same household may become a member upon meeting the qualifications of Section 1 and providing a written assumption of liability, satisfactory to the Club, signed by his or her parent or legal guardian.

Section 3. Associate Members. An associate member is a person who has been a member of the club but who will no longer skipper a boat but wishes to remain in the club. An associate member is entitled to participate in club functions and activities, will receive the club newsletter and will be provided a membership card, but is not entitled to skipper a boat, hold office or vote and shall not be considered in determining the presence or absence of a quorum.

Article IV. Organization.

Section 1. General Corporate Powers. Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the articles of incorporation and bylaws regarding actions that require the approval of the members, the corporation's activities and affairs shall be managed, and all corporate power shall be exercised by, or under, the Board's direction.

Section 2. Board of Directors. The Board of Directors shall consist of the following five elected officers: Commodore (President), Vice-Commodore (Vice President), Rear Commodore (Vice President),

Secretary, and Treasurer, three elected Directors, the Junior Staff Commodore, and the following four technical officers appointed by the Board: Port Captain, Fleet Captain, Chief of Racing, and Chief of Instruction.

All elected Board Members shall be elected for one year by the membership. All members, except associate members, are eligible to hold office in the Club. Staff Commodores are former Commodores holding office in the Convair Sailing Club. The Junior Staff Commodore shall be the most recent former Commodore holding office.

Section 3. Board Responsibilities. The Board of Directors shall have responsibility for the overall management of the affairs and activities of the corporation. This responsibility shall include, but not limit the Board of Directors to: prepare and approve an annual budget; supervise the corporation's finances including specific approval of all major financial transactions; prepare, publish and enforce regulations pertinent to boat and facilities usage; set limits on the number of members; at its discretion, deny requests for new membership or renewal of membership; fix the level of dues and fees; resolve issues submitted to it that are not addressed in or adequately covered by the Bylaws; fill vacancies which may occur in any elective office of the Board. The prepared and approved annual budget stated above shall define a numbered account for each type of planned expenditure and identify the club member responsible to manage and approve expenditures under each account. Items of planned expenditures under each account shall be identified prior to approval. All expenditures not covered in the budget shall require approval of the board.

Section 4. Board Meetings. Regular monthly meetings of the Board shall be held at the time and place that has been designated by resolution of the Board. Five members of the Board shall constitute a quorum. Motions shall be adopted by a majority vote, of at least a quorum present. Voting rights shall be restricted to the thirteen members of the Board.

Section 5. Time of Board Meetings. The date, time, and place of meetings of the Board of Directors will be announced in the Club newsletter. Members are welcome.

Article V. Officers and Their Duties.

Section 1. Duties of the Commodore. It shall be the duty of the Commodore to oversee the operation of the Club, to preside at meetings, and to enforce the rules and regulations of the Club. He shall enforce all provisions respecting the conduct of the Club members, the conduct of the officers of the Club, and the general welfare of the Club. He shall appoint committees as may be required with approval of the Board of Directors.

Section 2. Duties of the Vice Commodore. It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of his duties, to officiate in his absence, and to serve as the Club's Programs Director - providing appropriate educational and entertaining programs for the General meetings. He will succeed to the office of Commodore in the event of a vacancy in that office.

Section 3. Duties of the Rear Commodore. It shall be the duty of the Rear Commodore to assist the Commodore and Vice Commodore in the discharge of Club duties, to officiate in the absence of the Commodore and Vice Commodore, and to serve as the Chairman of the Accident Review Board (ARB). As ARB Chairman, the Rear Commodore is responsible for enforcing Article X, Section 3, of the CSC Bylaws

and safeguarding Club sailing privileges and equipment. He shall succeed to the position of Vice Commodore should the Vice Commodore be unable to fulfill his term of office.

Section 4. Duties of the Secretary. It shall be the duty of the Secretary to keep minutes of general and special business meetings and meetings of the Board of Directors, and to have custody of all notices of meetings.

Section 5. Duties of the Treasurer. It shall be the duty of the Treasurer to supervise the collection and disbursement of funds relating to the activities of the Club, to maintain records of the financial condition of the Club, and to issue reports as may be directed by the Board of Directors.

Section 6. Special Duties of the Directors. Directors, from time to time, shall be given special assignments by the Commodore with approval of the Board of Directors. As members of the Board of Directors, they shall be a party to all Board meetings and all business and decisions therein.

Section 7. Duties of the Port Captain. The Port Captain coordinates maintenance of all shore facilities, including the docks, and is responsible for all repairs and replacement of facilities and is responsible for reciprocal burgee display mounting/maintenance in the marina office. The Port Captain shall also coordinate reciprocal guest accommodations with marina management and assure that all guests sign in in the reciprocal log in the marina office.

Section 8. Duties of the Fleet Captain. The Fleet Captain coordinates maintenance of the boats and all their equipment and is responsible for procurement and installation of all maintenance items.

Section 9. Duties of the Chief of Instruction. The Chief of Instruction coordinates classroom and water instruction and orientation, formulates instruction policies for the Board, and reviews and acts on requests for deviation from such policies.

Section 10. Duties of the Chief of Racing. The Chief of Racing is responsible for all racing activity, coordinates the racing schedule with the Chief of Instruction, appoints a Protest Committee and its Chairman to organize the hearing of protests and appeals, and is responsible to the Commodore for all contact with other racing organizations.

Article VI. Appointed Officers and Their Duties

Section 1. Duties of the Chief Dockmaster. The Chief Dockmaster assigns and coordinates dockmaster duty (see Dockmaster Program, Article X, Section 8), and assures the dockmasters understand their responsibilities. The Chief Dockmaster shall report to the Board of Directors.

Section 2. Duties of the Chief of Check-Out. The Chief of Check-Out coordinates water check-out, establishes procedures, assigns members to a check-out officer, and maintains check-out records. The Chief of Check-Out shall report to the Board of Directors.

Section 3. Duties of a Check-Out Officer. A Check-Out Officer evaluates a member's seamanship after completion of the water instruction course, approves members with acceptable ability, initials the

check-out box on the member's membership card, and issues a key to the marina dock box. Each Check-Out Officer shall report to the Chief of Check-Out.

Section 4. Duties of a Classroom Instructor. A Classroom Instructor instructs new members on Club rules, seamanship, and sailing responsibilities. Each Classroom Instructor shall report to the Chief of Instruction.

Section 5. Duties of a Water Instructor. A Water Instructor provides water instruction for members in rigging and de-rigging, boat handling, proper sail trim, docking techniques, wind direction and velocity, tidal current, and Rules of the Road. Each Water Instructor shall report to the Chief of Instruction.

Section 6. Duties of the Chief of Communications. The Chief of Communications gathers Club news, and writes and publishes the newsletter. The Chief of communications shall report to the Board of Directors.

Section 7. Duties of the Protest Appeals Chairman. The Protest Appeals Chairman resolves all appeals of decisions of post-race protest hearings. The Protest Appeals Chairman shall report to the Chief of Racing.

Section 8. Duties of the Registrar. The Registrar prepares and maintains a listing of all Club members. The Registrar shall report to the Board of Directors.

Section 9. Duties of the Social Chairman. The Social Chairman conceives, plans, organizes, and facilitates club social events. The Social Chairman shall report to the Board of Directors.

Section 10. Duties of the Librarian. The Librarian maintains the Club's library of Sailing related books, magazines, video-tapes, etc. The Librarian shall report to the Board of Directors.

Section 11. Duties of the Historian. The Historian maintains and shares the accumulated wealth of knowledge and experience amassed during the life of the Club. The Historian shall report to the Board of Directors.

Section 12. Duties of the Chief of Membership Cards. The Chief of Membership Cards is responsible for obtaining and administering membership cards. The Chief of Membership Cards shall report to the Treasurer.

Section 13. Duties of the Membership Chairman. The Membership Chairman is responsible for recruiting and enlisting new members and for all the mechanics involved in registering them in the Club. The Membership Chairman shall report to the Board of Directors.

Article VII. Meetings and Elections

Section 1. Meetings of the Members. Notices of the time and places of meetings may be given by mail not less than five days in advance, or at a prior meeting. A quorum of members is 10% of the membership or twenty members, whichever is less.

Section 2. Monthly Meetings of Members. General meetings of the membership are held each month, at a date, time, and place announced in the Club newsletter.

Section 3. Annual Registration. Annual registration of membership is held at the first general meeting of the year. All members are expected to attend, register, and pay annual dues.

Section 4. Election of Officers. All officers who are to be elected shall be elected by a majority of mail-in votes and those voting at the general meeting held in October. If the election is not held in October, it shall be conducted at the General Meeting in November. Mail-in votes must be received by the Commodore one day prior to the election meeting to be counted with the attending member votes. In the event that no candidate for a particular office receives a majority, there shall be a run-off between the two candidates receiving the highest number of votes. All members, except associate members, are eligible to vote.

Section 5. Election of Directors. The three elected Directors shall be elected at the same meeting at which officers are elected. Each member who is entitled to vote, may vote for not more than three candidates, and the three candidates receiving the highest number of votes shall be elected.

Section 6. Term of Office. The term of office of the elected officers and Directors shall be one year, or until the subsequent Board is installed, commencing with the Commodore's Ball/General Meeting in December.

Section 7. Nominations. The Commodore shall appoint a Nominating Committee, chaired by the Junior Staff Commodore, not later than the General Meeting in August of each year. The Nominating Committee shall propose nominations for each office and for the elected Directors, and shall have the responsibility of verifying that persons so nominated are willing to serve if elected. Names of persons so nominated shall be made known to the members prior to the meeting at which the elections are to be held. Failure to comply with the foregoing provision of this section shall not prevent or invalidate an election. Members shall be entitled to nominate additional candidates at the meeting.

Article VIII. Annual Dues, Fees, Fines and Awards

¹Section 1. Annual Dues. *Each member shall pay annual dues of \$300.00 which includes \$50.00 in prepaid sailing allowance, except that (a) one other member of the same household may become a member upon payment of annual dues of \$150.00, which includes \$25.00 in prepaid sailing allowance; and (b) an associate member shall pay annual dues of \$20.00.*

Members joining the club after the month of January of the current year will be required to pay a full year's membership dues. However, the money paid for the number of months in that year that they have not been active will be deducted from their next year's dues. The "number of months not active" is defined as the number of months from (and including) January to the month of their first available class session (classroom or water). This process is called prorating. The entire amount of annual dues paid, including prepaid sailing allowance, will be prorated.

The prorated dues, including prorated, prepaid sailing allowance will be calculated as follows (rounded to the nearest dollar):

First member of household (FMH):

$$\text{Prorated Dues}_{\text{FMH}} = (\text{NYD} - [(\text{CYD}/12 \text{ months}) \times (\text{NMNA})]) \text{ RND}$$

$$\text{Prorated PSA}_{\text{FMH}} = (\text{PSA} - [(\text{PSA}/12 \text{ months}) \times (\text{NMNA})]) \text{ RND}$$

Where CYD = Current Year's Dues
 NYD = Next Year's Dues
 NMNA = Number of Months Not Active (The number of months from
 (and including) January to the month of their first completed
 class session (classroom or water)).
 PSA = Prepaid Sailing Allowance
 RND = Rounded to the nearest dollar

Additional member of household (AMH):

$$\text{Prorated Dues}_{\text{AMH}} = (\text{Prorated Dues}_{\text{FMH}}/2) \text{ RND}$$

$$\text{Prorated PSA}_{\text{AMH}} = (\text{Prorated PSA}_{\text{FMH}}/2) \text{ RND}$$

See Bylaws Appendix I for an example.

Section 2. Sailing Fees.

<u>Weekend</u>	<u>Victory</u>	<u>Catalina 22/Ensign</u>	<u>Commander</u>
Hourly	\$4.00	\$5.50	\$6.00
Full-Day	20.00	24.50	30.00
<u>Weekday</u>			
Hourly	2.40	4.00	4.35
Full-Day	14.00	18.00	23.00
Max. rate, if boat:			
Returns by 4:00 p.m.	9.60	14.00	17.30
Departs after 4:00 p.m.	7.00	9.00	11.50

Section 3. Racing Fees. Club Regattas: Each entrant in a Club regatta is charged a fixed fee of \$15.00. This rate covers the use of a club Victory for less than five (5) hours, an allocated share of Race Committee boat fees and other racing expenses.

All-Day Races: The full-day rate applies to the use of club boats engaged in all-day races, such as, but not limited to the Dorsey Cup Ocean Race, the Mission Bay Yacht Club's Mid-Winters Race, and the Victory Nationals. An all-day race is any race that requires the use of a club boat for five or more hours a day.

Section 4. Classroom Instruction Fee. There is no fee for classroom instruction.

Section 5. Water Instruction Fee. There is no additional fee for water instruction. However, the student must pay the normal sailing fee for the time spent on the water. If the instructor has two students in the boat, the students share the hourly fee.

²Section 6. Seldom Sailor Penalty. A member who sails fewer *than two lines in one calendar year (one line in the 1st six months and one line in the 2nd six months)*, for one hour or more each time, is designated a “seldom sailor.” For re-instatement as a skipper, *the member must take a check-out the following year as a condition for getting a new key.* The check-out will be conducted by an authorized Check-out Officer as assigned by the Chief of Check-out. See appendix III for an example.

Section 7. Fines. The Board of Directors may assess fines against Club members for failure to perform obligatory duties as follows:

Absence from dockmaster duty: \$15.00 each occurrence.

³Section 8. New Member Registration Awards. *The Board may define and promote incentives to be offered all members for the purpose of recruiting new members as required to meet the membership targets set by the Board. These incentives may or may not be limited in time or scope, and will be announced to the membership through Wind Words prior to their implementation or change.*

Article IX. Membership Sailing Qualification

Section 1. Victory Qualification. New members, having completed the Club instruction course, shall be successfully checked-out in a Victory by an authorized Check-out Officer. A new skipper is restricted to sailing Victories in San Diego Bay within the boundary of Ballast Point, until that member becomes further qualified as defined below.

Section 2. Catalina 22 and Ensign Qualification. Thirty hours of sailing experience in a Club Victory or equivalent sailing experience are required before requesting Catalina 22 and Ensign check-out. A member may then call the Chief of Check-out for a check-out appointment. This check-out will be conducted on the water by an assigned Check-out Officer. The check-out is intended to show how the Catalina 22 and the Ensign differ in sailing characteristics from other boats, to demonstrate proper rigging and docking procedures, and to provide an opportunity to practice maneuvering under supervision.

Section 3. Ocean Qualification. To become qualified for ocean sailing, a member must complete a safe boating course given by the U.S. Power Squadron or the Coast Guard Auxiliary or documented equivalent. Both the Power Squadron and the Coast Guard Auxiliary provide these courses periodically throughout the year. A member must have had at least 50 hours at the helm of a sailboat. Forms for ocean qualification may be obtained from the Chief of Instruction. The procedure for qualification is to bring the member’s application, together with proof of satisfying the qualification requirements, to the monthly Board meeting for review. If the application is accepted, the Commodore will sign the member’s card. The Club stringently adheres to these rules and requirements. A member may be suspended for violations.

Section 4. Commander Qualification. The Commander is substantially larger than the Victories, Catalina 22 and Ensigns and is the Flag Ship of the Fleet. An additional thirty hours of experience in an Ensign, or equivalent, is required before requesting Commander qualification. A member may request Commander check-out by calling the Chief of Check-out.

Article X. Club Operations.

Section 1. Definition. "Club Operations" are those activities and rules which affect and/or govern sailing activities within the club and reciprocal relations with other sailing/yacht clubs."

Section 2. Definition, "The Skipper" is the qualified member of record in the log book. The qualified member of record is the qualified member whose name appears first on the first line of the log book for a given boat for any continuous period, from the time the boat is logged out (initial log entry) until the boat is logged in after a sail.

When more than one qualified member enters his/her name in the log book for and sails the same boat, the "skipper" is the qualified member whose name appears first on the first line of the log book for that boat, from the time the boat is logged out (initial log entry) until the boat is logged in after a sail. There shall be one, and only one, skipper aboard any boat, at any time. See Appendix III for an example.

Section 3. Skipper's Responsibility. One of the most important considerations is that a member, as skipper, is the responsible party when taking one of the Club boats away from the dock. The skipper is responsible for damage to Club boats and equipment during the period the boat is logged out and must provide liability insurance to cover damage to other boats or property. This insurance is often included in a homeowner's liability coverage, but it is the skipper's responsibility to provide separate insurance if it is not. The skipper must be aboard the boat at all times and must have current sailing qualification. The skipper may give a crew member the helm, but the skipper alone is responsible for the boat, equipment and passengers. See Appendix V for an example. See Appendix III for an example.

The **CLUB IS NOT RESPONSIBLE** for loss of equipment, damage, accidents, or violation of law. The skipper must bear the full responsibility for the boat and equipment.

All accidents that involve a collision, grounding, damage to property, or damage to other property, must be reported directly by phone to the first available person in the following order: a) Commodore, b) Fleet Captain, c) Port Captain, or d) a member of the Board of Directors. This includes accidents involving more than one boat; damage to a Club boat; or any damage to other boats or property. The oral report must then be followed without delay by a written report to the Rear Commodore (or designee), using the California Department of Boating and Waterways "California Boating Accident Report" including the following information:

- a. Name, address, and phone number of the skipper;
- b. Date, time, and location of the accident;
- c. Sail number of the Club boat involved;
- d. Name, address, and phone number of the owner of the other damaged property, if any;
- e. Identification of other boats (if any) involved.

This report will be reviewed and adjudicated by the Accident Review Board. Accidents can lead to lawsuits and jeopardize the sailing pleasure of all members. Therefore, failure to report an accident is cause for immediate suspension. All members are urged to report any accident they observe. Note the date, time, and sail number of the boats involved.

Section 4. The Log. The log, located at the marina, is the key element in checking out a boat for sailing. The instruction course will define the directions for log entries. It is mandatory to be logged-out when sailing a Club boat.

FAILURE TO LOG OUT MAY BE CAUSE FOR SUSPENSION.

Section 5. Keys. When the Check-Out Officer signs a membership card, he will issue a key which permits access to the dock box containing Victory, Catalina, and Ensign boat keys, the sailing log, and other Club equipment located at the marina. When checking out a boat, select the appropriate boat key. **BE SURE TO REPLACE THE KEY, WHEN FINISHED SAILING. DO NOT TAKE IT HOME.** The Commander has a unique key that is issued only to Commander qualified members.

WARNING: DO NOT LEND KEYS TO OTHER PERSONS WITHOUT VERIFICATION OF THEIR CHECK-OUT QUALIFICATIONS. THIS IS CAUSE FOR SUSPENSION.

Section 6. How to Pay for Sailing. Members are charged only for sailing time. Time spent rigging and de-rigging is not charged; only actual time on the water is charged. Payment may be made by voucher or check. Make checks payable to the Convair Sailing Club.

Both vouchers and checks must be marked with the LINE NUMBER. The LINE NUMBER consists of the letter at the top of the LOG page AND the number in the first column of the LOG page. The line number is most important in assuring that members are credited with payment.

CASH IS NOT ACCEPTABLE! If you have forgotten your checkbook or no vouchers are available, note the line number and make payment the next time you are at the marina. You must know your line number, because log sheets are removed periodically.

Section 7. The Reservation Plan. All boats not reserved for racing, instruction, or other club events may be reserved in advance of the day used. Reservations are allowed only by boat type (Victory, Ensign, Catalina 22, or Commander), except for racing purposes. You cannot reserve a boat by number or a boat you are not qualified to sail. Reservations for more than 24 hours must be approved by the Commodore.

Two reservations are allowed in the reservation book for a member at any one time. If boats are not available because of scheduled Club activity or "out of commission" status, then the chronological order of reservations will determine priority for the remaining boats.

If you reserve a boat on weekends, you must pay the boat's full-day rate, regardless of the time spent sailing. You can not reserve a boat and pay for a half-day, a few hours, etc.. At time of sailing, make an entry in the regular sailing log and enter the reservation rate under "\$\$ Due".

On weekdays, you may reserve a boat for a full day at the full-day rate, or for sailing after 4:00 p.m. at the maximum “depart after 4:00 p.m.” rate. You can not reserve a boat for return by 4 p.m.

Reservations must be paid for even if not used, unless small craft warnings are up or less than three boats, both reserved and unreserved, are used in a day. If there is valid reason to object, call the Commodore and explain.

A reservation may be canceled by crossing out the entry and initialing it at any time up to 9:00 am of the day of the reservation. If not canceled by 9:00 am, the member is responsible for the full-day rate.

When the member is through sailing and completing the log, the member’s responsibility for the boat then ceases and it becomes available for sailing at the regular rates. **NO MEMBER SHALL MAKE DEALS WITH OTHER PEOPLE AND COLLECT PAYMENT AFTER HE/SHE RELINQUISHES RESPONSIBILITY.** The member’s name should be lined out on the reservation sheet. This increases the visibility of available boats to others who follow.

If a member takes a boat which was reserved by another member, then that member is responsible for the entire cost of the reservation for that day, plus costs for his or her own sailing time. Additionally, the errant member may be suspended from sailing for a period of time.

Section 8. Dockmaster Program. The purpose of this program is to provide increased order and supervision of operations at the Club facilities during periods of high usage. The Dockmaster’s presence and conduct is expected to promote safety and reduce wear and tear on the equipment. The Dockmaster, who is assigned duty from a group of members selected by the Board, fills the void between what is learned in class and what is done at the dock. While on duty, the Dockmaster acts with the authority of the Commodore; the dockmaster’s decisions are binding. Questions about the Dockmaster Program should be directed to the Chief Dockmaster.

Section 9. Definition. “Reciprocal Privileges”. Reciprocal Privileges are Convair Sailing Club privileges formally extended to other qualified, non-profit, sailing/yacht clubs in exchange for the same or similar such privileges at the those same club(s). Privileges extended to other clubs by the Convair Sailing Club will be the use of its facilities, which include the 35’ guest dock (adjacent to the Commander) and other slip space when available (through marina management), swimming pool and BBQ area, showers, locker rooms, rest rooms, parking, and a gate key providing access to the Harbor Island West Marina’s facilities, shops and restaurants. See Bylaws Appendix II for list of nonprofit sailing/yacht clubs with whom the Convair Sailing Club has Reciprocal Privileges, a.k.a. Reciprocal Clubs.

Section 10. Establishing Reciprocal Privileges. Establishment of Reciprocal Privileges between clubs is acknowledged with exchange of 1) written extensions of the clubs’ privileges of their facilities to each others’ officers and members (usually in the form of a letter describing the facilities and limitations of the extension), and 2) club burgees. All extensions of privileges are signed by the Commodore. See Bylaws Appendix V for an example.

Section 11. Renewal of Reciprocal Privileges. Reciprocal privileges shall be renewed, annually, with the exchange of Reciprocal Privilege cards. Reciprocal Privilege cards measure at least 3 1/2 x 5 inches and are signed by the Commodore. Renewal cards will be sent to reciprocal clubs no later than the

end of the second week in January. The Commodore will be responsible for completing, signing and mailing the cards. See Bylaws Appendix IV for an example of a CSC Reciprocal Privileges card.

Section 12. Duration of Reciprocal Privileges. Reciprocal privileges will be granted to participating clubs for a period of at least one calendar year, unless over taken by events or otherwise determined by the Board of Directors.

Section 13. Privileged Use of CSC Facilities. Reciprocal club officers, members and their guests are permitted the use of the guest dock and other slip space (as available through marina management) free for the first three days - \$.50/foot, per night, thereafter. All other facility use is included. Reservations are required through the Port Captain.

Section 14. Display of Club Burgees and Reciprocal Cards. Reciprocal Privilege club burgees shall be prominently displayed in the Marina Office with a placard inscribed with the words "Burgees from Yacht Clubs that have Reciprocal Agreements with the Convair Sailing Club," as agreed to by marina management. Until other arrangements are worked out, the Reciprocal Privilege cards received from other clubs shall be maintained in a Convair Sailing Club binder in the Marina Office for review by visiting club officers, members and their guests.

Article XI. Disbursement of Funds

The Commodore, Vice-Commodore, and Treasurer are eligible to sign checks. Valid Club checks must bear one of these three eligible signatures. Any disbursement over \$500 must be approved by the Board of Directors, and the approval must include either the Commodore or the Vice-Commodore.

Article XII. Amendments

Amendments to Articles I through V, VII, XI, and XII of these Bylaws may only be adopted by two-thirds vote of the members present and entitled to vote at any meeting of the members, provided notice of intent to propose such amendment has been given at a previous meeting or by mail posted at least five days in advance. Such notice shall state the substance of the proposed amendments. Amendments may be originated by the Board of Directors or by petition of 10% of the members. All members, except associate members, are eligible to vote. Members may vote in person or by mail-in ballot so long as ballots are received by the Commodore by the end of the day preceding a meeting of members at which a vote(s) will be taken. For purposes of determining whether a quorum is present at a meeting at which amendments are voted on, a member casting a vote with the Commodore by mail-in ballot shall be considered to have been present at the meeting.

Articles VI, VIII, IX, X, and XIII of these Bylaws may only be altered, amended or repealed, or new Bylaws adopted, by a two-thirds (2/3) majority of the Board of Directors at a meeting called with two weeks notice of intent to alter, amend, or repeal, or adopt new Bylaws. The two weeks notice shall be accompanied by the proposed alterations, amendments, repeals, or new Bylaws. However, such notice may be waived and the Bylaws may be altered, amended or repealed if all the Directors serving on the Board of Directors waive such notice in writing.

Article XIII. Accounting Year

The accounting year shall be the calendar year.

Foot Notes (Changes in year 2004):

*Bylaws of the Convair Sailing Club Revised March 20, 2005 to incorporate the latest motions approved by the Board of Directors and/or the General Members in accordance with the provisions of Article XII.

¹Article VIII, Section 1, Annual Dues, annual dues raised from \$250.00/member and \$125.00/one other member of same household to \$300.00/member and \$150.00/one other member of same household, by Board of Directors on 11/3/2003.

²Article VIII, Section 6, Seldom Sailor Penalty, revised downward from six lines per year to two by the Board of Directors on 11/3/2003.

³Article VIII, Section 8, New Member Registration Awards, establishes member recruitment incentives and explains that changes will be announced in the WindWords prior to their implementation - motion passed by the Board of Directors on 11/1/2004.

Guidelines

It is intended by the Board of Directors that the Guidelines section, contained herein, do not constitute a formal part of the Bylaws, themselves, but serve as special instructions to members in specific areas. These guidelines are included in this document solely for availability and convenience. The wording of the guidelines is specific and may only be changed or revised by direction of the Board of Directors.

Convair Sailing Club Communications Guideline

(Reference Board Of Directors Meeting Minutes for June 4, 2001)

Only the Commodore or his/her designee may represent the club by any means (including e-Mail) with any person or entity.

Convair Sailing Club Earned Credit Guideline

(Reference Board Of Directors Meeting Minutes for February 4, 2002)

Credit earned in labor or instruction should be posted quarterly in a member's account during the year that it was earned and be available for use. This will be made retroactive to January 1, 2000. Unused credits shall never expire.

Bylaws Appendices

The Appendices section of the Bylaws contains supplemental information or examples that supports the denoted sections of the Bylaws, and as such, does not require Board or Member vote for additions or revisions.

Bylaws Appendix I

For Article VIII. Annual Dues, Fees, and Fines, Section 1.

Example: Jack and Jill join the club in July. Jack pays that year's dues of \$200.00, which includes \$50 in prepaid sailing allowance. Jill, Jack's daughter, age 16, who lives with Jack, joins the club as one additional member of the household and pays \$100.00, which includes \$25 in prepaid sailing allowance. Next year's dues were raised to at \$250.00/member and \$125.00/one other member of household. Their first available class was a classroom session, which ended the first Monday night of September. Counting the number of months, January to September (but not including September), we find that their number of months not active (NMNA) = 8. During the annual registration in January, Jack will pay \$83.00 and \$17.00 of that amount will be prepaid sailing allowance. Jill will pay \$42.00 of which \$8.00 will be prepaid sailing allowance.

These prorated amounts are calculated below.

First Member of Household (FMH), Jack:

$$\text{Prorated Dues}_{\text{FMH}} = \$250.00 - [(\$250/12 \text{ mos.}) \times 8] = \$250.00 - (20.83 \times 8) = \$83.33$$

$$\text{Prorated Dues}_{\text{FMH}} = \mathbf{\$83.00} \text{ (RND)}$$

$$\text{Prorated Prepaid Sailing Allowance (PSA)}_{\text{FMH}} = \$50 - [(\$50/12 \text{ mos.}) \times 8] = 16.67$$

$$\text{Prorated PSA}_{\text{FMH}} = \mathbf{\$17.00} \text{ (RND)}$$

Additional Member of Household (AMH), Jill:

$$\text{Prorated Dues}_{\text{AMH}} = \text{Prorated Dues}_{\text{FMH}}/2 = \$83.33/2 = \$41.67$$

$$\text{Prorated Dues}_{\text{AMH}} = \mathbf{\$42.00} \text{ (RND)}$$

$$\text{Prorated Sailing Allowance}_{\text{AMH}} = \text{PSA}_{\text{FMH}}/2 = \$16.67/2 = \$8.34$$

$$\text{Prorated PSA}_{\text{AMH}} = \mathbf{\$8.00} \text{ (RND)}$$

Calculated amounts from February of current year through January of next year -

$$A \quad - \quad B \quad = \quad C$$

Feb _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 1] = 20.83 = \$229.00 (RND)
Mar _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 2] = 41.67 = \$208.00 (RND)
Apr _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 3] = 62.50 = \$188.00 (RND)
May _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 4] = 83.33 = \$167.00 (RND)
Jun _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 5] = 104.17 = \$146.00 (RND)
Jul _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 6] = 125.00 = \$125.00 (RND)
Aug _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 7] = 145.83 = \$104.00 (RND)
Sep _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 8] = 166.67 = \$ 83.00 (RND)
Oct _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 9] = 187.50 = \$ 63.00 (RND)
Nov _{current year}	Prorated Dues _{FMH} = \$250.00 - [(\$250/12 mos.) x 10] = 208.33 = \$ 42.00 (RND)
Dec _{current year}	Prorated Dues _{FMH} = \$200.00 - [(\$200/12 mos.) x 11] = 229.17 = \$ 21.00 (RND)
Jan _{next year}	Prorated Dues _{FMH} = \$200.00 - [(\$200/12 mos.) x 12] = 250.00 = \$ 00.00 (RND)

Bylaws Appendix II

For Article X. Club Operations, Section 9.

List of non-profit sailing/yacht clubs with whom the Convair Sailing Club has Reciprocal Privileges.

<p>1) American Legion Yacht Club 215 15th Street, Newport Beach, CA 92663 Phone: 949-673-5070</p>	<p>8) Navy Yacht Club, Long Beach 120 E. Shoreline Drive San Diego, CA 90802 Fax: 562-436-5657</p>
<p>2) Bahia Corinthian Yacht Club 1601 Bayside Drive Corona del Mar, CA 92625-1832 Phone: 949-644-9530</p>	<p>9) Navy Yacht Club, San Diego Fiddler's Cove Marina NAB Coronado, CA 92155 Fax: 619-437-1389</p>
<p>3) Chula Vista Yacht Club 642 Marina Parkway, #83 Chula Vista, CA 91910-4058 Phone: 619-422-7888</p>	<p>10) Newport Harbor Yacht Club 720 West Bay Avenue Balboa, CA 92661-1123 Phone: 949-673-7730</p>
<p>4) Coronado Cays Yacht Club 30 Caribe Cay Blvd. Coronado, CA 92118 Phone: 619-429-0133</p>	<p>11) Oceanside Yacht Club 1950 Harbor Drive North Oceanside, CA 92054 Phone: 760-722-5751</p>
<p>5) King Harbor Yacht Club 280 Yacht Club Way Redondo Beach, CA 90277-2049 Phone: 310-376-2459</p>	<p>12) Point Loma Yacht Club 1880 Harbor Island Drive San Diego, CA 92101-1019 Phone: 619-299-7592</p>
<p>6) Kona Kai International Yacht Club 1551 Shelter Island Dr. San Diego, CA 92106-3193 Phone: 619-223-3138</p>	<p>13) Silver Gate Yacht Club 2091 Shelter Island Drive San Diego, CA 92106-3105 Phone: 619-222-1214</p>
<p>7) Mission Bay Yacht Club 1215 El Carmel Place San Diego, CA 92109-7424</p>	<p>14) Southwestern Yacht Club 2702 Qualtrough Street San Diego, CA 92106</p>

Phone: 858-488-0501	Phone: 619-222-0438

Bylaws Appendix III

For Article VIII, Section 6, Seldom Sailor Penalty, Article X. Club Operations, Sections 2, Definition. “The Skipper” and Article X, Section 3, “Skipper’s Responsibility”

Example. Jeb, Mel, Clem and Leaf all decide to sail an Ensign on a sunny day in January. The intent of this adventure is both social and practical - the men want to share each others company and to log lines of sailing time with the Club. Article VIII, Annual Dues, Fees, and Fines, Section 6, Seldom Sailor Penalty, requires members to sail at least two lines a calendar year to stay proficient – one line during the 1st six months and one line in the 2nd six month period. To maintain their sailing skills and to avoid the penalty of re-check-out next year to get a new key (if the minimum requirement is not met), the men plan group-sails during the first and second halves of the year. The men realize that even if they sail as many as 10 times in the first half of the year but neglect to sail at all in the second half of the year, they would still become “seldom sailors.” The purpose of this requirement, they understand, is to assure that members’ skill level is maintained throughout the year. The club encourages group-sailing, but requires that only **one** person be responsible for the boat and the safety of the crew during any one trip (Reference: Article X, Club Operations, Section 2, Definition. “Skipper” and Article X, Club Operations, Section 3, Skipper’s Responsibility).

To comply with the Skipper requirement, the men decide who will be the Skipper. After some debate, Clem agrees to be the Skipper and writes his name first on the first line of the log for Ensign number 192. The other men add their names to the next three lines under Clem’s, so they can 1) share the rental fee for the boat, and 2) get credit for a “line” to earn sailing time towards satisfying the Seldom Sailor requirements. In other words, if Leaf is at the helm for one or more hours that day and his name appears in the log book under Clem’s name for the same boat, on the same day (during the same time-frame), he will have satisfied one half of the Club’s Seldom Sailor requirement for a year (one line out of two lines - See Article VIII, Section 6.). Also, if Clem and each of the other three crew members takes their turn at the helm for one or more hours, during another group-sail in July, they will each, also, have satisfied the second half of the Club’s Seldom Sailor requirement for a year.

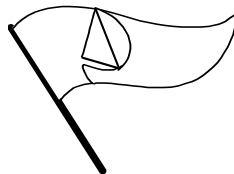
Clem takes his Skipper responsibility with his friends just as seriously as he does when he takes his family out for a day of sailing on the bay. So, before the “crew” begins to rig the boat, Clem reminds everyone that according to the Article X, Club Operations, Sections 2 and 3, he will be the Skipper of record from the time he logged out until he logs in after a sail. Also, he reminds the crew that regardless who is at the helm, he (Clem) is in charge of and is responsible for the boat and its crew. Everyone on board must comply with whatever decision he makes regarding the safety and welfare of the boat and the crew, during their sail.

Before the boat leaves the slip area, everyone on board understands that regardless who is at the helm at any given point in time, (Jeb, Mel, Clem or Leaf), Clem is responsible for the safety and the welfare of the boat and crew. As a result of that responsibility, if Clem decides that sailing within 50 feet of any shore line is too close and runs the risk of grounding the boat, Jeb, Mel and Leaf must comply with his instructions that they sail no closer than 50 feet of the shore. If for any reason during their sail, Clem feels that he is not getting the cooperation he needs from the crew to allay his concerns about the safety and/welfare of the boat /or crew, he may deny the helm to anyone but himself.

The four men continue sailing together throughout the year, alternating the skipper responsibility until each has had a turn. Once the group completed one separate day of sailing in each half of the year for four or more hours each day, and each skipper in the group had taken a turn at the helm for one or more hours each (each outing), they had individually met the Seldom Sailor requirements for the year.

Bylaws Appendix IV

For Article X. Club Operations, Section 11.



Convair Sailing Club

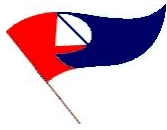
Cordially extends to the Officers and Members of

*and their guests the privileges of its facilities
for the _____ Season*

*Harbor Island West Marina
2040 Harbor Island Drive, San Diego, California 92101*

COMMODORE

Bylaws Appendix V
For Article X. Club Operations, Section 10.



Convair Sailing Club

Over 200 Members
With 16 Boats Located at Harbor Island West Marina
1 Catalina 22, 10 Victorys, 4 Ensigns, 1 Commander

Commodore's Name
PO Box 22981
San Diego, CA 92192
619-220-0443

Month Day, Year

Commodore John Driscoll
San Diego Yacht Club
1050 Anchorage Lane
San Diego, CA 92106-3058

Subject: **Reciprocity Privileges with the Convair Sailing Club (CSC)**

Dear Commodore,

The Convair Sailing Club extends to the officers and members of the San Diego Yacht Club docking privileges at our guest dock and other club slips as they become available. The guest dock and club slips are located in the Harbor Island West Marina, San Diego. Our guest dock will accommodate a 35' vessel. The Harbor Island West Marina is an excellent facility with fuel, water, ice, supplies, hotels, shops, delicatessens, and fine restaurants within walking distance.

Please contact our Port Captain, Full Name, at (area code) phone number for reservations. The 35 foot guest dock is available year-round. Other space will be available during annual racing and cruising events. Use of the guest dock and other space is free for the first three days. Other privileges extended to the San Diego Yacht Club include use of the marina pool, BBQ area, locker rooms, sauna, showers and parking. We request that you fly your Club's burgee when visiting us at these facilities.

The **Convair Sailing Club** is an independent club established for people who enjoy sailing. Our club was organized in 1963 by a few General Dynamics Convair employees through the auspices of the Convair Recreation Association. Membership was originally limited to Convair employees and their families. With the sale of General Dynamics in 1995, the club became independent and membership is now open to public individuals who satisfy our qualification requirements. New applicants who have little or no sailing experience are required to complete our comprehensive training program managed by US Sailing certified instructors.

Please send your response to me at the letterhead address. If you have any questions or require more information, please call or page me at the numbers shown above. Thank you for your consideration.

Sincerely yours,

Commodore's Name
Commodore, **CSC**

Affiliate Member of the San Diego Association of Yacht Clubs

Bylaws Appendix VI
Explanation of and Guidelines for Reciprocal Privileges
(Reference Article X, Sections 9 through 14)

Reciprocal Privileges - What are they? What do I do with them and How do I do it? The words reciprocal privileges and reciprocity refer to reciprocal agreements non-profit sailing and yacht clubs have with each other to share facilities and hospitality.

Club burgees like ours, are exchanged by the clubs making these agreements and are then hung in prominent places at each club location where visiting members of other clubs can see and identify with them. This is why the burgees our club received from other reciprocal clubs are hanging in the marina manager's office. Since we don't have a club-house, the most likely place a visiting club member is likely to go to inquire about the marina facilities is the marina manager's office. Also in the marina manager's office is a white binder (on the corner-window table). The binder contains the our club's reciprocal agreement with other clubs and actual reciprocal cards from those clubs signifying their agreements with us. Some Clubs, such as the San Diego Yacht Club, have agreements with so many clubs that they don't bother sending out cards, so you won't find theirs in our book.

There are no requirements in these agreements that member clubs resemble one another or even attempt to. Some clubs have club-houses and some don't. Some of the clubs own their own club-houses and some don't. However, one aspect of ownership that all the clubs share is that none of them owns the property that their club houses and docks are on. All the yacht club properties in San Diego Bay area are owned by the San Diego Port Authority, which leases the property to the clubs. Some of the yacht clubs rent their facilities and docks from the marinas they're in, just as we rent our docks and other facilities from the Harbor Island West Marina. So even though the club names are different (yacht vs. sailing club) the clubs are all very similar, and the reciprocal clubs all share a common interest - good relations with each other and the privilege of visiting each others' facilities without penalties or restrictions.

Penalties and restrictions? What does that mean? Because reciprocal clubs are all non-profit corporations, they are all granted special tax benefits and other privileges. The State of California's Alcoholic Beverage Control (ABC) Board regulations permit the non-profit clubs to buy licenses to serve alcoholic beverages at significantly lower rates than commercial stores, restaurants, and bars can. Along with this lower rate privilege, the ABC requires that every individual using these facilities must be a member of that club, a member's family member or guest, or a member of another non-profit club that has a reciprocal agreement with that club. The ABC also requires that reciprocal agreement clubs include reciprocal agreement provisions and club names in their respective bylaws. Periodically, the ABC audits alcohol licensed clubs for compliance. Any club found in violation is subject to suspension of it's license for one or more years. Violation includes hosting other club members without proof of reciprocity.

How does this affect you? In 1998, our club established reciprocal agreements with nine (9) San Diego area yacht clubs - all the clubs on the bay except the Coronado Yacht Club and the San Diego Yacht Club (in 2003, the San Diego Yacht Club rescinded their reciprocity with us). This means that members of the Convair Sailing Club have the privilege of 1) docking a club boat at any one of these reciprocal clubs, 2) dining and/or drinking at any of the member clubs, 3) sharing any of their other similar facilities (if not restricted by that club) and 4) enjoying many of the other clubs' hospitalities. Hospitality, here, in addition to privileged use of their facilities, refers to parties and dances (by invitation or announcement), plays, PHRF races and after-race parties, etc.

How do you as a club member actually do this? If you want to dock at another club, you must contact the club and request permission (all club phone numbers are listed in the Bylaws Appendix II, and can be found in the White Pages of the Pacific Bell Telephone Directory. The club will probably refer your call to

their Port Captain who will tell you what day(s) and time their docks are open to you. After you dock your boat, prominently hang or attach a CSC burgee to a starboard halyard or shroud and then proceed to their club's office and "sign-in" or register. If you plan to dine and/or buy a drink at their bar, present your membership card to the waiter and/or bar tender and announce that your club has reciprocal privileges with their club.

If you decide to drive, it is sometimes helpful to call ahead, because some clubs are not open seven days a week. If you are met by a parking lot attendant or guard, show your membership card and announce our club's reciprocal agreement with theirs. If you are not met by a parking lot attendant or guard, inquire at the club's office about parking privileges. Most clubs have limited parking and will tow your vehicle unless you have signed-in or registered at their office **and** have been specifically granted permission by the club manager /Port Captain to park in their lot. Some clubs have no available parking. Once inside, sign-in or register at the office and proceed as mentioned above. Present your membership card to anyone who asks to see it.

Like-Facility Privileges - All clubs expect to reciprocate with "like" privileges meaning that they will offer visiting clubs' members the use of their facilities that are similar to those offered by the visiting clubs (*with the exception of the use of Bars and Galleys(restaurants), which are open to all reciprocal members without exception*). For instance clubs with swimming pools will offer reciprocal use of their pools only to other clubs that have pools and only during that part of the year that the other clubs' pools are useable. Likewise, clubs with tennis courts offer reciprocal use of their courts only to other clubs that have tennis courts. So, since the Convair Sail Club has, a Jacuzzi, an unheated pool, a Bar-B-Q area, locker rooms, showers and saunas, if you want to use another club's similar facilities, inquire at their club office. **At all times behave as an ambassador of the Convair Sailing Club, abide by the rules of the other clubs and have a great time!**

Convair Sailing Club's Facilities - If you are asked about our reciprocal facilities, tell them we offer a 35' space at our docks (more/larger slips may be arranged through the Marina Manager), we have a heated Jacuzzi, an unheated pool and Bar-B-Q area, showers, locker rooms, saunas, and limited parking. If they intend to dock their boat, they should contact the Port Captain. In any case, they must also sign-in in our Reciprocal Book in the Marina Office.
