

**DEEP CREEK LAKE SAILING ASSOCIATION
OPERATING PROCEDURES
AS APPROVED BY THE BOARD OF GOVERNORS
DECEMBER 2022**

The Board of Governors is hereafter referred to as the “Board”, and the Deep Creek Lake Sailing Association is referred to as the “Association.”

ARTICLE 1 RULES GOVERNING THE ASSOCIATION’S FACILITIES

The Association’s facilities are enhanced by many hours of voluntary effort and financial support of its members, both past and present. The rules herein govern use of these facilities for the enjoyment of members and guests.

1.1 Association Hours of Operation

The Association’s facilities are available, during the season prescribed by the Board, for the use of members and their accompanied guests during the following hours:

MAIN SEASON: MAY 7 TO SEPTEMBER 24 (DOCK PUSH TO DOCK PULL)

EARLY SEASON: MAY 13 TO MAY 26

Facilities open during the following dates and times:	
Saturday	9:00 AM to 11:00 PM
Sunday	9:00 AM to 9:00 PM
Monday	Club Closed
Tuesday	Club Closed
Wednesday	4:00 PM to 9:00 PM
Thursday	Club Closed

MID-SEASON: MAY 27 TO SEPTEMBER 5

Monday	9:00 AM to 4:00 PM
Monday (Holiday)*	9:00 AM to 9:00 PM
Tuesday	Club Closed
Wednesday	4:00 PM to 9:00 PM
Thursday	9:00 AM to 6:00 PM
Friday	9:00 AM to 11:00 PM
Saturday	9:00 AM to 11:00 PM (or to conclusion of event)
Sunday	9:00 AM to 9:00 PM
Sunday (Holiday)*	9:00 AM to 11:00 PM

LATE SEASON SEPTEMBER 6 TO SEPTEMBER 24: CLUBHOUSE CLOSED

*Applies on holiday weekends between May 27 and September 5

(Docks, launch ramp, decks, & restrooms are available when Club is closed, except decks & restrooms not available during the Late Season when the Club is closed.)

1.2 Lounges and Decks

For relaxation, entertainment, dining, and meetings.

1.3 Mug Room

Where good friends age 21 and over gather. Sorry, but persons under 21 are not permitted. Beverages provided are for consumption on the premises of the Association only.

1.4 Galley

Reserved for Managers and event committee use only, except for private parties scheduled through the House

Chair. Children under the age of 16 are not allowed in the Galley at any time.

1.5 Parking

- (a) During summer, with the exception of regatta weekends, all parking lots are restricted to automobile parking.
- (b) Parking on Yacht Club Road is unsafe and is not permitted.
- (c) Automobiles or golf carts shall not park in or block any assigned FS dry sailed space unless vehicle is the owner of said boat or space.
- (d) No parking is allowed in the lower rigging area from 8:00 AM to 6:00 PM.
- (e) During the Main Season a boat trailer may be temporarily parked on the Association's premises while the Membership's boat is in use. Temporary parking of boat trailers shall be limited to up to 8 hours on a weekday and 4 hours on a weekend with all trailers removed by 5 pm and never parked overnight. A Membership shall be limited to twice a season for temporarily parking a trailer on a weekend. Any temporarily parked trailer must be identified with its boat's sail number and owner's name.
- (f) No winter storage of Membership boats, trailers, or automobiles is permitted anywhere on Association property. Any such property of a membership that is left on the Association's premises for ninety (90) days after the conclusion of the Main Season shall be deemed to have been abandoned and shall become the property of the Association. Association and Sailing School equipment may be stored on Association property over the winter. Members who are actively participating in winter iceboating may keep their iceboats and trailers on the lower property during the winter months.

1.6 Private Events

- (a) Private events sponsored by a member may be permitted by reservation and arrangement with the House Chair, with concurrence of the Board, when there is no conflict with Association activities. The current Private Event Procedures and Application are available on the Club's website, and also can be obtained from the House Chair.
- (b) "Private events" are events for family and friends and may include non-Association members but are sponsored by a Membership for either (i) a personal occasion (such as a birthday) on an "invitation only" basis, or (ii) an event hosted by a private club or organization (such as a garden or other social club) for that club's members and to which the sponsoring Membership belongs. The sponsoring Association Membership must commit to attend the private event being sponsored.
- (c) "Public events" are those where members of the general public may attend, through purchase of tickets or otherwise, including fundraisers, and are not permitted.
- (d) The sponsoring Membership assumes full responsibility for care, cost of materials, any damage, and clean-up of the facilities. Clean-up must be completed immediately after the event, and the Club facilities must be returned to their prior condition with all furniture being returned to its prior location, unless other arrangements are approved by the House Chair in advance. In addition to this clean up, for events of 75 People or more, the Sponsoring Membership must arrange and pay for additional cleaning by an approved cleaning service.
- (e) Beverages are not included in the rental of the Club.
- (f) Fees for private events with a planned attendance of 50 people or less are as follows:
 - Use of the clubhouse \$150
 - Use of the clubhouse and kitchen..... \$350
 - Fees for larger events will be determined by the Board.Fee and damage deposits may be required, as set out in the Private Event Procedures.

1.7 Children

Children of members and guests under the age of 12 must be supervised by a parent or other designated adult at all times.

1.8 Pets

Pets are permitted only on grassy areas, hardscape, docks, and the lower deck outdoors. Pets on Association grounds must be kept on leash at all times. Owners must assume full responsibility for care, control of, and cleaning up after their pets.

1.9 Suggestions

Please send suggestions, complaints, and praise to the Board through the Secretary.

1.10 Smoking

Smoking shall not be permitted in any building or covered areas on Association premises nor within 20 feet of those areas.

1.11 Liquor Lockers

- (a) Tenants of Liquor Lockers shall empty their locker prior to the end of the season.
- (b) Liquor Locker Tenants shall keep their locker locked at all times.

1.12 Outside Organization Presentations

The Board of Governors may, in its discretion, approve a request for an outside organization to make a presentation to the Membership that is educational in nature provided that the topic is in the public interest and does not advocate for a position that is controversial or divisive in the public domain.

ARTICLE 2 DOCKS, MOORINGS AND LAUNCH RAMP: USE REGULATIONS

Use of the Association's docks, moorings, and launch ramp is governed by permits granted by the Maryland Department of Natural Resources (DNR) which contain Use Regulations approved by vote of the membership of the Association on July 15, 1989 and filed with the DNR on August 1, 1989.

2.1 Moorings

- (a) Each Voting Membership in good standing may request use of a mooring.
 - (1) Memberships requesting a mooring shall pay for the mooring on their annual dues form not later than April 1.
 - (2) Existing Memberships who request a mooring for the first time after April 1 or new members who join during the season may request a mooring by contacting the Docks and Mooring Chairman. If moorings are available, requests will then be accommodated in the order they are received and the member will be invoiced accordingly. Rate for new Memberships will be prorated based on the number of weeks remaining in the Main Season. Every effort will be made to accommodate a new member request.
- (b) Mooring assignments are for one year and may be renewed subject to the following conditions:
 - (1) All mooring assignments shall be for the mooring of monohull centerboard sailboats of a nominal length of 19 feet or less.
 - (2) A Membership shall be assigned only one mooring unless all member request are accommodated and there are moorings still available after April 1 payment deadline.
 - (3) The boat on a mooring must be the property of the Membership to whom the mooring was assigned.
 - (4) The assigned boat shall be on its mooring at least 70 percent of the days between Memorial Day and Labor Day unless it has been removed for repairs or participation in off-lake regattas. The Docks and Moorings Committee may reassign a mooring if use falls below this standard.
 - (5) Unassigned moorings may be made available for no more than 72 hours to the guest of a Voting Membership, or an off-lake participant in a DCYRA race, subject to the guest rules of the Association.
 - (6) If the paid requests for moorings on April 1 exceeds the available number of moorings, assignment priority will be given to the boats that were most active the previous year. Every effort will be made to prioritize a new member request for a mooring during their first year as they have not been afforded the opportunity yet to actively use their boat. Those not assigned a mooring will have their fee refunded.
 - (7) Moorings will be assigned after April 1st of each year to Voting Memberships in good standing who apply.
 - (8) For the purpose of these regulations, dues and fees must be paid in accordance with Association Bylaws, Article 7.1.
 - (9) The Membership agrees that neither the Association nor any employee or agent thereof shall be held liable for any loss, damage or personal injury to the person or property of the Membership including the

boat, its inventory and equipment whether such loss, damage or personal injury be occasioned by fire, theft, Act of God or any other cause or condition. The Membership agrees to indemnify and hold harmless the Association, its agents and employees from or against any claims, demands or suits arising from the mooring of Membership's boat on an Association mooring. The Membership agrees to assume full responsibility for personal injury and property damage arising out of mooring of the Membership's boat on an Association mooring.

2.2 Docks

- (a) Boats may not normally be left on the docks overnight except:
 - (1) Motorboats owned by the Association or the Deep Creek Sailing School.
 - (2) Sailboats entered in a regatta may be docked overnight for the duration of the regatta if no moorings are available.
 - (3) Boats assigned to a mooring found to be unsafe.
 - (4) The Sailing School may keep the Optimists on one dock Monday evening through Thursday evening as long as members can still utilize the dock.
- (b) On Saturdays and Sundays when sailboat races are being conducted, the space at the end of the west dock on the west side is reserved for the DCYRA Race Committee Boat.
- (c) On Saturdays and Sundays from 9 am to 6 pm sailboats shall have priority for docking on the leeward side of the docks. Motorboats may park on the windward side of the docks as space permits.
- (d) The use of docks for motorboats are for members only or for members' guests when accompanied by the member.

2.3 Launch Ramp

- (a) The Launch Ramp is for the use of all Members, competitors sailing in an invitational regatta, and employees of Flying Scot, Inc. in the course of their business on behalf of members whose boats are on the Association's moorings.
- (b) Vehicles, trailers, dollies, boats, etc. shall not be parked on the ramp or left unattended by the owner at any time.

2.4 Dry Storage of Boats

- (a) General Conditions:
 - (1) Each Voting Membership in good standing may apply for dry storage of a boat with their membership renewal. Fees are due by April 1. Dry storage assignments are for one season, and their annual renewal is subject to several conditions.
 - (2) All sailboats afforded dry storage including trailers, dollies, and lifts must be the property of the Voting Membership requesting the storage, and only the space assigned may be used.
 - (3) All dry storage trailers lifts, and dollies shall be labeled with the Membership's name using weatherproof markings.
 - (4) The Association reserves the right to request a boat, lift, trailer, or dolly to be moved, repaired, removed at owner's expense if not maintained properly, or for unforeseen circumstances.
 - (5) The Membership agrees that neither the Association nor any employee or agent thereof shall be held liable for any loss, damage or personal injury to the person or property of the membership including the boat, lift, trailer, dolly, its inventory and equipment whether such loss, damage or personal injury be occasioned by fire, theft, Act of God or any other cause or condition. The Membership agrees to indemnify and hold harmless the Association, its agents and employees from or against any claims, demands or suits arising from storage of membership's boat. The Membership agrees to assume full responsibility for personal injury and property damage arising out of storage of Membership's boat and/or equipment on Association premises.
 - (6) Dry storage assignments are for one season, and their renewal is subject to several conditions. During the season, any Membership found not in good standing shall lose its dry storage space.
 - (7) Boats and trailers may not be stored within ten feet of the launch ramp and driveway approach.
- (b) Flying Scot Dry Storage

- (1) Flying Scot Dry Storage is either on a privately owned trailer in an assigned spot on land or on a privately owned boat lift placed in an assigned spot on the shoreline. The number of dry storage spaces for Flying Scots is limited, and assignment of those spaces is prioritized for voting memberships who have actively raced their Flying Scots in the preceding season. Those memberships requesting a FS dry storage space shall pay for their request on their dues form by the April 1 deadline. If the requests for drysail spots exceed the available spaces, the names of all Memberships requesting FS dry storage will then be provided to the Dry Sailboat Storage Chairman who shall rank order the requests based on the requesting membership's level of participation in regattas and series racing on the lake during the previous season, assigning the slots available to the highest-ranked requests. Memberships not receiving a requested FS lift space shall, if so desired, be included in the FS trailer dry storage request list for consideration. Those not receiving assignment of a dry sail lift space or trailer space shall be included in the mooring request list for consideration. Memberships shall pay the appropriate fee for storing their sailboat and shall be credited any fee owed back to them depending on final assignment. A membership who, due to extenuating circumstances, was unable to actively participate in races on the lake the previous year, may submit a written request for Board consideration to renew their space for one more year.
- (2) Flying Scot Dry Storage on Trailers
 - A. Memberships assigned a space for their trailer and boat are responsible for the maintenance and upkeep of their trailer which shall be in working condition at all times.
 - B. Boats and trailers may be placed in their assigned spot after dock pull is completed. Boats shall be removed from the property before the start of dock pull.
- (3) Flying Scot Dry Storage on Lifts
 - A. Lifts shall be owned by the membership who has been assigned a space. Only a Flying Scot sailboat owned by the membership shall be on the lift.
 - B. Lifts are to be of the same manufacturer and same model number: Hewitt Lift model # LOA12-096.
 - C. The Association will assign a specific space for each lift. When placed on the shoreline, depending upon the situation, lifts should be relatively in line, have approximate equal spacing, and at about the same height for an orderly appearance. Lifts are to be installed with adjustable support legs to accommodate changing lake levels. The movement or adjustment of lifts during the season to accommodate lake level is the responsibility of the lift owner. All lifts should be moved and adjusted accordingly in the same day to maintain an orderly appearance.
 - D. All lifts will be placed in the assigned spot after dock push but no later than the Saturday before Memorial Day weekend. Lifts shall be removed before dock pull day but not earlier than the weekend before dock pull. Winter storage of the lifts can be adjacent to the west property line and shoreline or removed from the property.
 - E. Memberships assigned a space for their lift are responsible for purchase, assembly, placement, removal, maintenance, and repair of their lift equipment.
- (c) Laser and Small Boat Dry Storage
 - (1) Lasers and other small sailboats which are stored in the assigned area for any amount of time shall pay the appropriate fee. Fees are due by April 1 on the membership form. If after April 1 a member decides to store a boat in the area, it is the member's responsibility to pay the fee though board may invoice a member for the appropriate fee. Fee is not prorated except for new members joining midseason for whom the fee will be prorated based on the number of weeks remaining in the Main Season.
 - (2) Any laser or small sailboat should be stored on a dolly (no trailers). The boat, cover, and dolly shall be identified with the member name and sail number. The member shall maintain the dolly with properly inflated tires and cockpit free of water so the boat can be easily moved. Failure to do so may result in asking that the boat be removed from the property.
 - (3) Owners of the Lasers or small boats agree their boats may be moved periodically to accommodate other boats and to provide proper maintenance of the lawn area where the boats are stored.
- (d) Canoes, stand up paddleboards, and kayaks shall only be stored on the provided rack and boats shall be clearly labeled with owner's name. There is no charge for this storage and is available on a first come first served basis.

2.5 Use of Association Motorized Vessels

- (a) The Association Dinghy may be used by members to transit between the dock and their boats that are on the

Association's moorings or to tow their moored boat from an Association mooring to and from the dock. This dinghy can be also used for safety or emergency situations but shall not be used for recreational purposes.

- (b) The Association additionally has an 18' Boston Whaler which can be used only by appropriate members to support sailboat racing events and safety situations. This boat is not intended to be used to transit between the docks and the moorings and shall not be used for recreational purposes.

2.6 Sail Lockers

- (a) All sail lockers shall be emptied at the end of the sailing season or at dock pull, whichever comes later.
- (b) Tenants of sail lockers shall label their locker with their name evident without opening the locker.

ARTICLE 3 SOCIAL EVENTS

3.1 Notification

The membership shall be notified of social events via physical postings at the club, e-mail, or a posting on the association's website.

3.2 Reservations and Cancellations

Reservations and cancellations shall be made via the link that is sent to the membership via e-mail, and/or posted on the organization's official website. In rare and temporary circumstances where members do not have access to the internet between the posted date and the deadline, members may contact the managers via phone to assist them with online reservations and cancellations.

3.3 Sign Ups

Please note that ALL Members attending should sign up via the link, including the hosts. One of the hosts shall be assigned to sign up band members, and or kitchen staff if they will be eating a meal as ALL meals must be accounted for even if they will be not charged. There will be a place to note that this meal should not be charged. The Google doc will be the official count of how many meals to prepare.

3.4 Reservation Deadline

Unless otherwise posted, the deadline for reservations for all social events is 72 hours prior to the start time of the event.

3.5 Reservations and Cancellations Timing

ALL reservations and cancellations will use the same link, but please note:

- (a) Reservations prior to the deadline will be confirmed via an automatic reply from Google.
- (b) Reservations after the deadline will generate an auto reply that confirms we have received your request. You will be placed on a waiting list. Do NOT attend the event unless you receive a 2nd email confirming that you have been moved from the waiting list to the attending list.
- (c) Cancellations after the deadline will still be charged the full amount unless your reservation is taken by someone on the waiting list.

3.6 Final Notes

- (a) Please do not contact the hosts directly to sign up or cancel your reservation. The current system has been put in place to ensure accurate record keeping and fairness for all members.
- (b) Questions or concerns shall use same event link. There will be a place to enter your concern. The Secretary will be notified immediately and can expedite your needs.

ARTICLE 4 COURTESIES EXTENDED TO NON-MEMBERS

4.1 Reciprocity

The Association may extend the hospitality of its facilities to visitors who are current members of another yacht club. Visitor shall be directed to a Board Member who shall post the name, home address, home club, class of boat and sail number of guests on the Association's bulletin board. The Board may attach fees and time limits to

these privileges.

4.2 Courtesy Extended to Participants in the DCYRA Racing Program

Any person that participates in the DCYRA racing program and abides by the rules, regulations, and guidelines delineated in the Association Bylaws and Operating Procedures will be granted Association privileges for the following: skipper's meetings, award ceremonies, official fleet meetings, protest hearings, restrooms, and docking between races.

4.3 Courtesy Extended to Non-Members

Guests must be in the company of a Membership who will assume full responsibility for their conduct and expenditures. Guest privileges for any individual guests are limited to a maximum of four days per year. Guests include children of a Membership 23 years of age or older and not a full-time student.

ARTICLE 5 APPLICATIONS FOR VOTING MEMBERSHIP

5.1 Procedure

New Voting Memberships shall be selected in accordance with Articles 1 and 5 of the Bylaws. Membership shall be subject to approval by the Board and its determination shall be final. A Membership is valid from April 1 through March 31 for the year in which the membership's dues are paid. Consistent with the purpose of the Association, the following is set forth for the guidance of members in proposing candidates for membership and in determining other issues as pertain to membership status.

5.2 Membership Makeup

Membership is limited to a total of 100 Active and Junior Memberships and 40 Senior Memberships. All other membership classes are not included in these numbers.

5.3 Qualification for Membership

- (a) Consistent with the "Articles of Incorporation" and the "Bylaws of the Deep Creek Lake Sailing Association," the Membership shall be selected from those having an Active interest in sailing and in Association activities associated with sailing and subscribe to the tenet that the Association is a "do it yourself" organization and that all members, to the best of their abilities, are expected to participate in the operation and activities of the Association. Pursuant to this objective, any applicant for membership should be expected to support the racing program of the Deep Creek Yacht Racing Association either by owning or having access to a sailboat which he or she will regularly sail, by providing safety patrol for the races, or by assisting the sailing activities of the Association consistent with his or her capabilities, aptitudes and interests.
- (b) Progeny of Voting Memberships shall be admitted to membership without regard to total membership restrictions or waiting list and are exempt from initiation fees only once, upon initially joining; however, all other requirements of membership must be met.

5.4 Application for Membership

- (a) The completed application shall be forwarded by a Voting Membership (Sponsor) to the Membership Chairperson. Active and Junior Member applicants shall be endorsed by three (3) Voting Members and have participated in two social events and at least one sanctioned sailing activity at the Association. Progeny, Junior Progeny, and returning members need only be endorsed by their Sponsor.
- (b) It is the responsibility of the Sponsor to host the applicant until they become known to a significant fraction of the membership and all Board Members. The Membership Chairperson will present applicant for membership to the Board.

5.5 Acceptance of Application

- (a) The Membership Chairperson will post new Active, Junior, Progeny, Jr. Progeny, and returning member applications on the Association's electronic communication system for the review and comment of Voting Memberships and, as courtesy, on the Association's bulletin board during the Season. The electronic posting can occur at any time during the year but shall be sent out twice before the Board officially considers the applicants for membership. Applicants shall meet with the Board after all membership requirements and the

posting period are completed. The Board will vote to accept or reject the applicant. The Membership Chairperson will notify applicant of the Board's decision and, if appropriate, their position on the waiting list. In the interest of streamlining the application process for Progeny and Jr. Progeny applicants, the Membership Chairperson may designate a subset of Board members to meet with and vote on the applicant, but in all cases the requirements of By-Laws Articles 1 and 5 shall be observed, as summarized in the paragraph 4.3 Qualifications for Membership.

- (b) The new Voting Membership will be billed as follows:
 - (1) Full initiation fee payable within 14 days after Board acceptance or selection to the waiting list.
 - (2) Dues payment for new member:
 - A. Prior to July 15, 100%.
 - B. Beginning July 15, pro-rated by number of weeks remaining in the Main Season.
 - C. No dues required for selection to waiting list.
 - D. Dues payable within 14 days of move from waiting list to Voting Membership.
- (c) The new Voting Membership shall be provided with name tags. Additional family name tags or replacement name tags may be purchased from the club along with mugs and burgees.

5.6 Waiting List

Should the Association be at full complement, a waiting list shall be established and posted on the Association's electronic communication system and, as a courtesy, on the Association's bulletin board during the Season. As vacancies become available, approved applicants will be moved to Voting Membership status in the order in which they were accepted. Associate and Inactive Memberships requesting a change of status are not subject to the waiting list. Returning an Associate or Inactive Membership to Active or Senior status may temporarily cause the numbers prescribed in section 5.2 to be exceeded.

5.7 Change of Membership Status

All requests for change of membership status must be made in writing to the Board and be submitted prior to the due date for annual dues. If a Member's category changes after the Association Dues Late-payment Date, no refund will be granted, and the new membership category fee will begin at the following year's Dues Due Date. The Board may choose to consider any change of membership status requests on a rolling basis.

- (a) Reciprocal to Active or Junior:
A Reciprocal Membership wishing to apply for Voting Membership is subject to the procedure described in sections 5.1 thru 5.6.
- (b) Voting Membership to Inactive:
A Voting Membership who are qualified may become Inactive for one year upon written application to, and the approval of the Board. A member may request in writing for a second consecutive year of inactive status for review and approval by the Board. There is a limit of two consecutive years of inactive status.
- (c) Inactive to Voting Membership:
An Inactive Membership may return to Voting Membership status provided all dues and assessments that became effective before or during the Inactive status are paid.
- (d) Voting Membership to Associate:
A Voting Membership may become as Associate Membership upon written application to and the approval of the Board. Dues, fees, requirements and privileges are as outlined in Articles 5.2(b)(4) and 7.2 of the Bylaws.
- (e) Associate to Voting Membership:
As Associate Membership may return to Voting Membership by written application to the Board and provided the appropriate fees have been paid during the Associate Membership period.
- (f) Progeny changes in status to Active Membership:
Progeny Memberships whose sponsoring member(s) is/are retired from the Association as of the day before Labor Day each year shall be shifted to Active Membership status, such as space allows. A maximum of three Progeny Memberships lacking a current voting Membership Sponsor shall be shifted to Active status. However, such shifts shall only occur if the number of Active Memberships are fewer than 95 in number on that date, and these shifts may not increase the number of Active Memberships above 95. Progeny Memberships who have been longest without a voting Membership Sponsor shall be shifted first.
- (g) Change to Senior Memberships:

- (1) Members who are qualified and wish to change to Senior Membership status as outlined in the bylaws shall make their request in writing or email to the board each year for a spot if available. Members are encouraged to make this request prior to November 1 each year and there will be no waiting list.
- (2) Memberships shall pay for their current membership category. If a Senior Membership spot is available after the dues deadline and the board approves a member to change to Senior status, a refund will be made if the change occurs by April 30.
- (3) When the Board reviews the applications of Memberships wishing to change to Senior status, priority will be given to those who have been a Voting Membership for the greatest number of years and then the oldest member.

(h) Death or Resignation of Membership:

In the event of the death or resignation of a Voting Membership the Association may fill the vacancy created by the death or membership during the year in which the death or resignation occurred.

5.8 Previous Members

- (a) Any applicant who was a previous member of the Association, as currently organized and chartered, will receive a credit against the current initiation fee equal to that amount previously paid as the initiation fee.
- (b) A member who resigns from the Association must wait 3 years from the date of his or her resignation to apply for Reciprocal Membership.

5.9 Divorced or Legally Separated Members

Divorced or separated couples may establish separate Memberships. Each family unit must pay their separate annual dues and fees. This option may be exercised after the Membership's separation but must be exercised no later than one (1) year after the granting of a final divorce. Memberships exercising this option of creating two memberships from one are not subject to applications, interviews, membership limits nor waiting list considerations.

5.10 Membership Cards

DCLSA membership cards shall be available upon request to all Membership categories except for Inactive and may be picked up at the Association. Yacht Club of America (YCOA) cards shall also be provided to Voting Members upon request and may be picked up at the Association.

ARTICLE 6 FINANCIAL OPERATIONS

6.1 Timely Payments

Timely payment of dues and other fees is important to the continued financial health of the Association. The Treasurer shall assess a 20% late payment fee for any membership dues not paid or postmarked by the due date each year. Any Membership with a positive balance of fees at the conclusion of the Main Season shall receive a credit toward the first monthly billing during the next season.

6.2 Capital Improvement Fund

- (a) The Association Capital Improvement Fund (CIF) creates a reserve to extend the useful life of Association property or add to its value by replacement and improvement of Association facilities and equipment. As determined annually by the Board, a portion of Association revenues including all new member initiation fees shall be set aside for the CIF, for use solely to replace or improve capital facilities and equipment. Once deposited in the CIF, no funds may be withdrawn for other than capital improvement purposes without the prior approval of a majority of the Association's general membership. The CIF shall only be used for projects exceeding \$1,000 in value, and no use of CIF funds for capital improvement may be made without the approval of a majority of the Board. All uses of CIF funds will be reported to the membership in Association communications as occurring and summarized by the Association Treasurer at the annual meeting.
- (b) The Board shall deposit all contributions acquired during the Association dues collection period specifically designated for the CIF no later than May 1. Donations to the CIF shall not be counted as Association revenue in the annual operating budget.

6.3 Sailing School Contributions

- (a) The Board shall set aside \$3,000 from the Association revenue each year for a contribution to the Sailing School. Additionally, Sailing School contributions may be collected from members for transfer to the Sailing School. Contributions received by the Association for the Sailing School shall not reduce the \$3,000 annual Association donation to the Sailing School.
- (b) The Board shall transfer all contributions received to the Sailing School within 30 days of receipt or no later than May 1 for contributions made during regular dues collection. Contributions to the Sailing School shall not be counted as Association revenue in the annual operating budget.

6.4 New Member Initiation Fee

The new member initiation fee is \$5,000.00.

6.5 Memorial Fund Contributions

The Board shall maintain a Memorial Fund and accounting of contributions designated by members. Members may suggest a use of such funds and the Board may utilize funds accordingly by majority vote of the Board. General contributions may also be directed by the Board to support the wishes of the family upon the passing of a member. Contributions acquired during Association dues collection shall be designated to the Memorial Fund within 30 days of receipt. Memorial Fund contributions shall not be counted as Association revenue in the annual operating budget.

6.6 Reimbursement of Association Expenses

In order to be reimbursed by the Association all expenses shall be approved by a Board Member or the appropriate Committee Chair prior to incurring the expense.

ARTICLE 7 LONG-RANGE PLANNING COMMITTEE (LRPC)

7.1 Task

The LRPC shall be tasked with providing guidance, vision, and long-term planning recommendations for the Association in the area of sailing, facilities, finances, membership and other matters as the Board may require.

7.2 Make Up

The LRPC shall report to and serve at the direction of the Board. The LRPC shall have seven (7) members. All LRPC members shall be Association Voting Memberships.

7.3 Initial Members

Initial committee members include the chair and six Association Voting Memberships, all appointed by the Commodore.

7.4 Term of Service

As this is a long-term planning committee, the term of service for each committee member is unrestricted to help provide long term guidance to the membership.

7.5 Replacement Members

Any vacant committee member positions shall be nominated by the LRPC Chair and approved by the Board. If the LRPC chair position becomes vacant, the current Commodore, with Board approval, shall appoint the new chair.

7.6 Advisory Participation

Any member of the Board may attend any LRPC meeting for informational purposes but not in a voting role. The LRPC may, from time to time, ask other Association Voting Memberships to participate in an advisory capacity, but these members shall not have a vote on any LRPC matters.

7.7 Reports and Recommendations

The LRPC makes recommendations to the Board and serves at their direction. The LRPC Chair shall provide reports and updates to the Board and/or membership as required and as requested.

7.8 Expenses

Any expenditures of any funds shall be approved by the Board.

7.9 Dissolution

The LRPC can be dissolved by majority vote of the Board.

ARTICLE 8 NON-DISCRIMINATION POLICY

It is the desire of Deep Creek Lake Sailing Association to ensure that all members, employees, and guests be entitled to the peaceful enjoyment of the facilities and or workplace. And as such, it shall be the policy of the Association, to accept membership and base employment on the character and abilities of each individual. We shall accept membership and employ individuals without regard to race, color, sex, religion, sexual orientation, physical or mental disability. Any form of discrimination, and sexual harassment shall not be tolerated. Individuals who believe that they have been subjected to discrimination or sexual harassment should immediately report the incident to the Association's Board of Directors. All complaints will be thoroughly investigated.