

**BYLAWS OF THE
DEEP CREEK LAKE SAILING ASSOCIATION, INC.**
(Adopted August 31, 1980, Last Amended September 5, 2022)

ARTICLE 1. NAME AND PURPOSE

The Deep Creek Lake Sailing Association, Inc. (Association), also known as Deep Creek Yacht Club at Turkey Neck, is a Maryland non-stock, not for profit corporation. It shall be the purpose of the Association to promote sailing activities and competitive sailboat racing on Deep Creek Lake, Maryland and related Association activities.

ARTICLE 2. BOARD OF GOVERNORS

2.1 AUTHORITY

The management of the affairs of the Association shall be vested in a Board of Governors (Board) consisting of seven (7) Voting Members of the Association. To be eligible for the Board, a person must (i) have been a Voting Member of the Association for a minimum of three (3) years prior to election to the Board and (ii) have demonstrated active participation in the activities of the Association. Subject to the limitations set forth in Article 7, the Board shall have the power and authority to borrow money in the name of the Association necessary for the operation of the Association and its facilities. The Board may adopt and enact rules and operating procedures which shall be binding on all Members of the Association as of the date adopted. Meetings of the Board may be called at any time by the Commodore to review such matters requiring Board consideration and approval including recommendations to be made to the Membership. Within a reasonable time of written request to the Secretary, approved, final minutes of Board meetings shall be available to Voting Members. Members are welcome to attend Board meetings by prior arrangement with the Commodore.

2.2 TERM OF OFFICE

All members of the Board shall serve for a term of three (3) years starting from the date of their election. In any one (1) year, the Board may, in its sole discretion, extend the term of one (1) Board member for one (1) additional year when the Board deems such extension to be in the best interests of the Association, and if that Board member(s) is an officer, the Board may extend the officer's term in the same position. No more than one Board member's term may be extended in any one (1) year. No additional extensions for that particular member of the Board are permitted without going through the nominating process handled by the Nominating Committee as provided in Article 4.1 (f) below. Any vacated Board position may be temporarily filled by recommendation of the Commodore and approval of the Board. The appointee shall serve until the next Annual Labor Day Membership Meeting (Annual Meeting). At each Annual Meeting, Voting Members shall be elected to fill all expiring or vacant Board positions.

2.3 VOTING PROCEDURE

For the purpose of conducting business at a Board of Governors meeting, a quorum of at least four (4) Governors, including at least one (1) officer shall be required. All decisions

made by the Board shall be by majority vote. In the case of a tie vote, the decision may be reconsidered until a majority vote is reached.

ARTICLE 3. OFFICERS

3.1 The officers shall consist of the Commodore, Vice Commodore, Secretary, and Treasurer, all of whom shall be members of and elected by the Board of Governors immediately following the Annual Meeting.

(a) **Commodore:** The responsibilities of the Commodore are to take command of the Association, preside at all meetings, enforce all rules and regulations, nominate all standing and special committees, subject to the approval of the Board, and be an ex officio member of all committees. The Commodore is the designated representative authorized to enter into and execute, modify or cancel contracts and agreements on behalf of the Board and the Association. The Commodore shall keep the Board advised regarding these contracts and agreements.

(b) **Vice Commodore:** The Vice Commodore shall assist the Commodore in the discharge of duties and officiate in the Commodore's absence. The Vice Commodore shall be the Commodore Elect and shall become the Commodore upon the expiration of the term of the Commodore. If the Vice Commodore is serving the third (3rd) year of his/her term on the Board, his/her term shall be extended for one year.

(c) **Secretary:** The Secretary shall keep a record of the proceedings of all meetings of the Association and the Board of Governors and shall deliver to the Board copies of minutes in a timely fashion after meetings. The Secretary shall conduct the correspondence of the Association and perform such duties properly devolving on the office.

(d) **Treasurer:** The Treasurer shall be the custodian of the Association's funds, shall deliver or cause to be delivered dues notices and other bills, receive all sums due the Association and pay such bills as have been authorized by the Board of Governors, keep the official Membership rolls, list Members in good standing in the Association Directory, and assist the Board in the preparation of the budget for presentation at the Pre-Season Meeting. With the approval of the Board, the Treasurer may use the services of a third party to assist in the performance of his/her duties.

(e) **Past Commodore:** The immediate past Commodore shall serve as Past Commodore. If the Past Commodore is a current board member, he/she shall act as Commodore in the absence of the Commodore and Vice Commodore. If the Past Commodore's term on the Board has expired, he/she shall serve as a nonvoting ex officio advisor to the Board and shall be entitled to attend all Board Meetings.

3.2. All officers shall act only within the authority granted under these Bylaws and in accordance their duties under Maryland law.

ARTICLE 4. COMMITTEES

4.1 STANDING COMMITTEES

(a) **Membership:** The Membership Committee shall receive applications for membership and, after investigating, shall transmit them to the Board of Governors with recommendations.

(b) **House:** The House Committee shall have direction of all employees and control of the use of the clubhouse and the grounds and shall be empowered to formulate and enforce, with the concurrence of the Board, such rules as it may deem necessary for the proper care of the Association's facilities. It shall have primary responsibility for the private use of the Association's facilities by any Members or group of Members.

(c) **Docks and Moorings:** The Docks and Moorings Committee shall be responsible for the procurement, maintenance, installation, and removal of all docks and moorings. It shall have charge of assignment and use of these facilities.

(d) **Social:** The Social Committee shall have charge of all entertainment sponsored by the Association and shall submit to the Board from time to time a program of such activities as it may have in contemplation.

(e) **Buildings and Grounds:** The Building and Grounds Committee shall have charge of regular maintenance, repairs and minor improvements to the clubhouse proper and associated equipment and grounds, including the shoreline wall.

(f) **Nominating:** The Nominating Committee shall recommend to the Membership a slate of Voting Members to fill vacant and expiring positions on the Board of Governors at the Annual Meeting each year. The Committee shall be composed of three immediate past commodores available to serve. The senior member shall serve as Chairperson. The Committee's report each year will be delivered to the Members at least twenty-three (23) days prior to the Annual Meeting and may be posted on the Association's website. Its recommendations, along with any nominations from the Membership, shall be voted on by the Membership at the Annual Membership Meeting. In the event a Member desires to submit to the Membership the name of any other candidate(s), the following procedure shall be used.

- (1) Secure the written confirmation of the candidate(s) indicating a willingness to be nominated and to serve in office if elected.
- (2) Secure the written endorsement of at least three (3) Voting Memberships.
- (3) Deliver to the Commodore, at least sixteen (16) days prior to the Annual Membership Meeting, a notice certifying to the above along with the documents which the Commodore will cause to be posted on the Association's website. The filing of this report and the above procedure are intended to provide a timely and orderly process by which Members may give full and deliberate consideration to all nominees.

4.2 SPECIAL COMMITTEES

The Board of Governors may establish special committees as required.

ARTICLE 5. MEMBERSHIP

5.1 GENERAL

The Membership shall be selected from those persons having an active interest in sailing activities and competitive sailboat racing on Deep Creek Lake, in 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. Membership in the Association is a privilege not a right. A Membership is defined as a single person or family unit, consisting of a head of household and spouse or significant other whose application to join the Association is accepted by the Board of Governors. At least one person in a Membership shall be at least eighteen (18) years of age. Payment of dues and fees by a

Membership shall entitle immediate family, including children to age twenty-six (26) or full-time students, to privileges of the Association except as noted in Section 5.2(b).

5.2 CLASSES OF MEMBERSHIP

Memberships shall be classified as either Voting Membership or Non-Voting Membership.

(a) **VOTING MEMBERSHIPS** The Voting Membership shall consist of Active, Senior, Junior, Progeny and Junior Progeny classes as defined below. Each Voting Membership in good standing shall have one (1) vote. All classes of Voting Memberships shall have the same privileges and obligations except each class shall pay dues and initiation fees in accordance with Article 7, Table 1. Voting Memberships shall be classified as follows.

(1) **Active:** All Voting Memberships who are not classified as Senior, Junior, Progeny or Junior Progeny.

(2) **Senior:** shall be Memberships which have been a Voting Membership for at least fifteen (15) years, have at least one Member seventy (70) years of age or older, have requested transfer to Senior status and received approval by the Board of Governors. No more than five (5) Memberships shall be transferred to Senior status in any one (1) year. All current Senior Memberships at the time of approval of these Bylaws will remain Senior Memberships.

(3) **Junior:** shall be persons under thirty-five (35) years of age as of April 30th. Upon reaching thirty-five (35) years of age (any one person of a Membership), membership class will automatically transfer to Active and dues will be adjusted for the next season.

(4) **Progeny:** shall be persons thirty-five (35) years of age or older as of April 30th and a progeny of a Voting Membership at the time of becoming a Member.

(5) **Junior Progeny:** shall be persons under thirty-five (35) years of age as of April 30th and a progeny of a Voting Membership at the time of becoming a Member. Upon reaching thirty-five (35) years of age (the person(s) qualifying as a progeny), membership class will automatically transfer to Progeny and dues will be adjusted for the next season.

(b) **NON-VOTING MEMBERSHIPS** Non-voting Memberships shall be classified as follows.

(1) **Honorary:** shall be elected for life by the Board of Governors, shall pay no dues and shall have such rights as determined by the Board.

(2) **Reciprocal:** shall be a Corporate Member of the Deep Creek Yacht Club at Deerhaven and shall be extended reciprocal membership by invitation of the Board of Governors and, on payment of the mutually agreed upon fee, will have privileges of the facilities. Reciprocal members may be limited to the number of uses of the clubhouse and facilities in a season and may be restricted in bringing guests in accordance with current Operating Procedures.

(3) **Inactive:** A Voting Membership may transfer to Inactive status upon written request to and approval of the Board of Governors. A Membership may only make one (1) request to transfer to inactive status unless a Membership has extenuating circumstances for an additional request and receives approval of the Board due to those extenuating circumstances. Inactive Memberships shall be obligated for all special assessments subsequent to their becoming Inactive and prior to their return to Voting Membership status. The Inactive status is limited to a one (1) year period unless extended by action of the Board of Governors. Inactive status provides a short-term option in lieu of termination of membership. An Inactive Membership does not retain membership privileges. They may, however, visit the club as guests of a Voting Membership in accordance with current Operating Procedures. Following the period of Inactive status, membership class will automatically transfer to the Membership's previous class without regard to membership restrictions or waiting list.

(4) **Associate:** a Voting Membership which no longer maintains a residence within three hundred (300) miles of the Club may transfer to an Associate Membership upon written request to and approval of the Board of Governors. An Associate shall have full membership privileges for up to thirty (30) consecutive days each year. An Associate may transfer to their previous membership class by written request to the Board of Governors without regard to membership restrictions or waiting list. Associate status provides a long-term option in lieu of termination of membership to Members who no longer can make full use of the club facilities and activities but wish to maintain contact with members.

(c) **RESTRICTIONS ON MEMBERSHIP** The total number of Active and Junior Memberships shall be limited to one hundred (100) Memberships. The number of Senior Memberships shall be limited to forty (40) Memberships except that no more than five (5) Memberships shall be transferred to Senior status in any one (1) year. There shall be no limitation to the number of Progeny, Junior Progeny, Inactive, Reciprocal, Honorary, and Associate Memberships.

5.3 MEMBERSHIP APPLICATIONS AND PROCEDURES

The Board of Governors shall establish rules for membership applications and procedures, which rules shall not be inconsistent with the Bylaws, and which shall be printed in the Association Directory.

5.4 TERMINATION OF MEMBERSHIP

(a) A Membership in good standing may terminate membership by giving notice in writing to the Treasurer.

(b) A Membership that does not pay its dues, fees or assessments by the due date shall be delivered a notice of arrearage from the Board and shall be deemed not in good standing

and shall not be entitled to use the club or its facilities until all arrearages are paid. Fees include those charges customarily billed with annual dues.

(1) A Membership whose dues, fees or assessments are in arrears for sixty (60) days following delivery of notice of arrearage shall have their membership terminated unless an extension has been granted by the Board. The Board, based upon information of extenuating circumstances provided in a written request before the expiration of the sixty (60) days, may grant an extension to a Membership.

(2) Unless an extension is granted by the Board, if any Membership's dues, fees or assessments continue in arrears after expiration of the sixty (60) day period, the Board shall deliver notice to the Membership of termination effective on the tenth (10th) day after that notice is delivered. Unless the membership has paid all amounts in arrears before termination is effective, that Membership shall be deemed terminated without any further action of the Board required.

(c) A Membership whose other charges (such as for food and social events) are in arrears for sixty (60) days following notice of arrearage delivered from the Board shall be deemed not in good standing and shall not be entitled to use the club or its facilities until all arrearages are paid.

(1) The Board may terminate a Membership not in good standing following notice of arrearage and expiration of the sixty (60) day period effective ten (10) days after delivery of a final notice from the Board.

(d) A Member of the Association may be suspended or terminated by the Board for cause. "Cause" shall be defined to include, but not be limited to, conduct that is disruptive, injurious or harmful to the best interests of the Association, or the conviction of a crime of moral turpitude. The Member shall be notified in writing by the Board of the conduct constituting cause for which he or she may be suspended or terminated. The Member shall be afforded an opportunity of a hearing before the Board regarding the conduct in question. At least five (5) Board members must vote for suspension or termination of a Member. The Member shall be notified in writing of the Board's decision. The terminated Member has the right to appeal the Board's decision to the Membership. To do so, a written appeal must be delivered to the Secretary within thirty (30) days after delivery of the Board's decision; otherwise the decision of the Board is final. Any notification permitted or required under this provision may be made by electronic transmission. If a timely appeal is filed, the Board's decision shall not take effect until the conclusion of the appeal to the Membership. The appeal will be presented to the Membership at its next scheduled meeting. The Board's decision must be ratified by a vote of two-thirds (2/3) of those Members present and voting and, if so, it shall become final and effective as of the date of the vote of the Membership.

ARTICLE 6. MEMBERSHIP MEETINGS

Two regular meetings of the Membership shall be held each year.

6.1 The Annual Meeting shall take place during Labor Day weekend. This will include a recap of the season's activities. Members will be elected to the Board by a majority of Voting Memberships present. The new Board will caucus and elect officers.

6.2 A Pre-Season Meeting shall be held for the purpose of outlining the programs and budget for the upcoming season. The time and place of this meeting shall be determined by the Commodore.

6.3 The Board of Governors, at its discretion, may call a Special Meeting at any time. Notice of any Special Meeting shall be given at least twenty (20) days prior to each meeting.

6.4 For the purpose of conducting business at a membership meeting, a quorum consisting of at least ten percent (10%) of the Voting Memberships shall be required.

ARTICLE 7. DUES, FEES, AND ASSESSMENTS; EXPENDITURES AND CONTRACTS

7.1 Dues, Fees and Assessments shall be determined by the Board of Governors and are to be paid by in full by March 1. At least thirty (30) days prior to the due date, a billing shall be delivered. The Board may, in its discretion, develop and adopt a procedure for payment of dues, fees and assessments by installment.

7.2 Dues, Initiation Fees and Assessments are given in Table I below and are presented as a percentage of the Active Membership Dues and Initiation Fee as determined by the Board of Governors.

Table 1. Dues, Initiation Fees, and Assessments

Membership Class	Dues	Initiation Fees	Assessments
Active	100%	100%	100%
Senior	75%	N/A	100%
Junior	50%	50% + 50% ¹	100%
Progeny	100%	None ²	100%
Junior Progeny	50%	None ²	100%
Inactive	20%	N/A	100%
Reciprocal	³	None	None
Honorary	None	None	None
Associate	30%	N/A	None

¹ 50% upon joining and 50% (of fee in effect at joining) upon reaching 35 years of age

² This exemption is applicable only once, on initially joining.

³ As mutually agreed to with DCYC at Deerhaven.

7.3 With the exception of normal operating expenses and annual maintenance and service contracts, should the Board propose to undertake any of the following which would obligate the Association to pay amounts exceeding twenty percent (20%) of the annual operating budget or which extend greater than one year: (i) indebtedness; (ii) capital expenditures; or (iii) contracts, the following conditions must first be met:

(a) Recommendations of proposed changes of such indebtedness, expenditures or contracts shall be delivered to all Voting Memberships at least twenty (20) days prior to a special meeting. This meeting will allow individual feedback on proposals.

(b) After discussion at a special meeting, if the Board of Governors, in its discretion, does not revise its proposed recommendations, it may call for a vote on the proposed

changes. Approval by at least two-thirds (2/3) vote by written ballot of those voting, shall be required for approval of such indebtedness, expenditures or contracts. If the Board of Governors revises its recommendations it shall give notice of the revised recommendations to all Voting Memberships before proceeding to call for and holding a vote.

ARTICLE 8. CONTRACTUAL ARRANGEMENTS

The Board may make a contractual arrangement with any person or organization deemed beneficial to the Association and in keeping with Article 1. The Board may delegate to the Chairperson of each committee the authority to enter into contracts and agreements for goods and services within the budget allocated to his or her committee.

ARTICLE 9. AMENDMENTS

These Bylaws may be amended upon recommendation by the Board of Governors and ratification of two-thirds (2/3) of those Memberships voting in person or by ballot. The proposed amendment(s) shall be delivered to all Voting Memberships, in the form of a ballot, at least twenty (20) days prior to a regular or special meeting called for the purpose of considering such amendments. Ballots may be cast in person at the membership meeting or by delivery to the Association Secretary five (5) days prior to the meeting date. The Memberships may approve any or all of the proposed amendments as offered. Alternatively, two-thirds (2/3) of those Memberships present and voting may revise the amendments recommended by the Board. In this event, the Board of Governors shall deliver a ballot containing the revised amendments to all Voting Memberships. Approval by at least two-thirds (2/3) vote by ballot of all those voting shall be required for approval of the revised amendments to the Bylaws. To be valid, ballots must be signed and delivered to the Association Secretary no later than ten (10) days after delivery to the Membership.

ARTICLE 10. DISSOLUTION

At the dissolution of the Association, whether from termination of its Charter or from any other cause, the affairs of the Association shall be liquidated and dissolution effected as provided under Maryland law.

ARTICLE 11. INDEMNIFICATION

The Board, Officers, Members of Committees established by the Association shall be defended and indemnified by the Association with respect to any and all matters in which they and or each and any of them have acted in any capacity for the benefit of the Association and to the fullest extent permitted under Maryland law. However, indemnification shall not be provided for any person with respect to any matter as to which he/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her action was in the best interest of the Association.

ARTICLE 12. MISCELLANEOUS

12.1 Delivery by the Board of any notice, meeting announcement, meeting minutes, ballot or other written communication may be made by electronic (e-mail) transmission.

Members may use electronic media for any communication with the Board including submission of ballots.

12.2 Any signed communication or ballot delivered by email shall be valid without the requirement for delivery of original signature.

12.3 Meetings of the Board and committees may be held in person or by use of audio/video on-line conferencing.

12.4 Any reference to a number of days or years in these Bylaws shall mean calendar days or calendar years.