

**BYLAWS OF VENTURA YACHT CLUB
(A NON-PROFIT CORPORATION)
As amended October 25, 2024**

ARTICLE I: OFFICES OF THE CORPORATION

PRINCIPAL OFFICE. The principal office of the corporation known as the Ventura Yacht Club (the “Club”) is located at 1755 Spinnaker Drive, City of Ventura, in the County of Ventura, State of California; and which location is the regular meeting place of the Club, until otherwise specified by the Board of Directors, (the “Board”).

ARTICLE II: PURPOSE OF THE CORPORATION

PURPOSE. The primary purpose of the Club is to support the enjoyment of its members in activities directly related to recreational boating.

ARTICLE III: MEETINGS OF THE MEMBERS

SECTION A. REGULAR ANNUAL MEETING. A Regular Annual Meeting of the Club Members is held at the above Club facility (“Clubhouse”) or other designated place at 2000 hours on the fourth Friday of October of each year if not a legal holiday; and if a legal holiday, on the following Friday, for the purpose of announcing the tally of ballots for election of Directors, Commodore, Vice Commodore, and Rear Commodore, and for transacting business as may come before the meeting.

SECTION B. FORMAL AND INFORMAL REGULAR MEETINGS. If not legal holiday, Regular Formal Meetings of the Membership are held on the fourth Friday of January, April, July, August, and September. Informal Meetings of the Members may be held on the remaining fourth Fridays, except December. The meetings are for the purpose of transacting Club business that may come before the meeting, and for suitable social purposes. Should a fourth Friday fall on a legal holiday, the meeting is held on the following Friday.

SECTION C. NOTICE OF REGULAR MEETINGS. No notice in addition to that stated in these Bylaws is required for either the Regular Annual Meeting of the Members or for any other formal or informal meeting.

SECTION D. SPECIAL MEETINGS. Except in instances where a particular manner of calling a Meeting of the Members is prescribed by law, a Special Meeting of the Members may be called at any time by the Commodore of the Club or by any five Members of the Club. Each call for a Special Meeting of the Members must state the date, the time, the place, and the purpose of the Special Meeting. The call must be in writing and must be signed by the Commodore or each of the Members making the call. No business may be transacted at a Special Meeting of the Members other than the business stated in the call.

SECTION E. NOTICE OF A SPECIAL MEETING. Except where a particular manner of giving notice of a Meeting of the Members is prescribed by law, notices of a Special Meeting are to be sent to each Club Member by the Secretary, or by a Director, or by a Member who has signed the call. The notices must be sent first class in a sealed envelope at least ten days prior to the Special Meeting of the Members. The Secretary places a copy of the Notice of Meeting in the minutes book of the Club.

SECTION F. ORGANIZATION. The Commodore, or in the absence of the Commodore, the Vice Commodore, or in the absence of both the Commodore and the Vice Commodore, the Rear Commodore, or in the absence of all three Commodores, a Member chosen by a vote of the Members present, presides at each Meeting of the Members. The Secretary, or in the absence of the Secretary, an acting secretary, records all actions taken at a Meeting of the Members.

SECTION G. QUORUM. A quorum for the transaction of business at a Meeting of Members requires, at the convening of the meeting, the presence of fifteen percent of those Members of the Club who are eligible to vote. If less than one-third of the Members who are eligible to vote attend the meeting, no matter may be voted on unless the general nature of the matter to be voted on was given in the Notice of Meeting.

SECTION H. VOTING. All issues, except those for which the manner of deciding is otherwise prescribed by law or by these Bylaws, are determined by a majority vote of the Members who are eligible to vote and who cast valid ballots. Each Member is entitled to one vote (See Article VII, Section B.1).

1. **VOTING.** All voting by the Members on any issue that is not being decided by a mail ballot as described in paragraph 2, below, may be oral, except that on the demand of any Member eligible to vote at the meeting, the vote must be taken by secret ballot.
2. **VOTING BY MAIL BALLOT.** The announcement that a mail ballot will be taken must be published at least fourteen days prior to the Meeting of the Members at which the tally of the ballot is to be announced.
 - a. A mail ballot may be called by the Board on any matter determined by the Board to be of sufficient importance and a mail ballot is required for the following:
 - i. Election of Commodore, Vice Commodore, Rear Commodore, and Directors
 - ii. Imposition of a special purpose assessment
 - iii. Amendments to these Bylaws
 - iv. Expenditures proposed by the Board more than \$10,000
 - v. Changes to the Financial Policy Manual
 - vi. Alienation of real property
 - vii. Election to Life Membership

- b. At least ten calendar days before the date of the Meeting of the Members at which the tally of the ballots is to be announced, the Secretary, or Member acting as Secretary, or person acting under the authority of the Secretary, sends the ballots first class to each Member eligible to vote.
- c. Each ballot form is accompanied by two envelopes: a pre-addressed return envelope marked “ballot-return envelope” with lines on the back where the Member signs and prints the Member’s name; and an unaddressed envelope marked “ballot envelope” into which the Member inserts the completed ballot. The “ballot envelope” is inserted into the “ballot return envelope.” The “ballot return envelope” is sealed and returned to the Club.
- d. If the signature of a voting Member does not appear on the “ballot return envelope,” that envelope is not opened, and the ballot within is not counted. However, the ballot envelope should not bear any indication of the identity of the voting Member.
- e. The instructions for completing the ballot form state the date and time by which it must be received in the Club office, which date and time shall be 1700 hours local time on the day of the Meeting of the Members at which the ballot tally is to be announced. Provided the “ballot-return envelope” is received in the Club office by the deadline, mail ballots may be hand-delivered. No “ballot-return envelopes” may be opened prior to the prescribed deadline.
- f. When “ballot-return envelopes” are received at the Club office, they are delivered unopened to the Secretary. The Secretary, or Member acting as secretary, using ordinary judgment, must determine that the signature on each “ballot return envelope” received by the prescribed deadline is that of a Member eligible to vote and must declare invalid any ballot which fails this test. The Secretary devises the procedure to prevent any eligible Member from voting more than once on each ballot issue.
- g. In the case of mail ballots, the Commodore, or other Member presiding at the Meeting of the Members, appoints a committee of three Members, including the Secretary, or the Member acting as secretary, to examine, tally, and report the results of the vote.
- h. At the Meeting of the Members at which the tally of a mail ballot is announced, the Secretary provides a written memorandum of the number of ballots received and the number of votes cast on each

ballot issue. This memorandum is incorporated by attachment in the minutes of the Meeting of the Members.

SECTION I. ADJOURNMENT. If, after an hour of the time set for the Meeting of the Members, a quorum is not present, the Members who are present and eligible to vote may choose to await the arrival of sufficient additional Members to constitute a quorum or may choose to take no action other than to adjourn the meeting to a specified time and date.

Adjournment and the reasons for it are recorded in the minutes. At any subsequent meeting at which a quorum is present, business may be transacted which might have been transacted at the meeting originally called. If a quorum is present at the commencement of the Meeting of the Members, the meeting can continue and Club business can be transacted notwithstanding that some of the Members needed to constitute a quorum leave the meeting before the meeting is adjourned, so long as the number of votes cast in favor or against any proposed action is equal to or greater than the number of votes needed to approve or disapprove that item of business if a quorum of Members was present at the meeting.

ARTICLE IV: BOARD OF DIRECTORS

SECTION A. POWERS. Acting within the limitations of California Law for non-profit corporations and by the terms of these Bylaws, the Board of Directors (“Board”) sets Club policy and directs Club business. The Board appoints officers and agents for the Club. The Board may adopt rules for the conduct of its meetings and for the management of Club business as long as the rules are consistent with policy set by the Board, these Bylaws, and California Law.

SECTION B. NUMBER AND QUALIFICATIONS. The twelve Directors, including the Commodore, Vice Commodore, and Rear Commodore constitute the Club’s Board, all of whom have been eligible voting Members for at least two years. The Junior Staff Commodore is a non-voting Member of the Board if the Junior Staff Commodore is not an elected Board Member.

SECTION C. ELECTION AND TERM OF OFFICE. There shall be twelve (12 Directors), three (3) of whom shall constitute the Commodores. There shall be elected annually a number of Directors as necessary to maintain the total of twelve (12) Directors. Except for a Director elected to fill an unexpired term, the term of office for each Director is three calendar years commencing on January 1 following the election and continuing until the election of a successor. A Member may be nominated and elected for successive terms as a Director.

1. **PRECEDENCE OF COMMODORES.** A Member elected as Commodore, Vice Commodore, or Rear Commodore, if not already elected Director for the following year, assumes one of the twelve Director posts, taking

precedence over any other nominee for Board who may have received a greater number of votes than the candidate or candidates elected Commodore, Vice Commodore, and/or Rear Commodore.

2. **NOMINATIONS FOR OFFICE.** Nominations for election are made in one of the three ways listed below. The nominees' names and biographies if submitted are printed in the Club's October newsletter, The Forecast, provided that before the name of any nominee is published or announced, each nominee's consent to serve, if elected, is obtained in writing and presented to the Nominating Committee.
 - a. The Junior Staff Commodore and four other Members who are eligible to vote and who are appointed by the Junior Staff Commodore form the Nominating Committee. The Nominating Committee selects candidates for the positions of Director that will be vacant for the following year and candidates for the offices of Commodore, Vice Commodore, and Rear Commodore. The names of the Members nominated by the committee are announced to the membership by email and posted on the bulletin board no later than Aug. 1 and at the Meeting of Members.
 - b. At the August Regular Meeting of Members nominations for Director, Commodore, Vice Commodore, and/or Rear Commodore may be made from the floor by any Member eligible to vote.
 - c. After Aug. 1 and prior to the August Meeting of the Members, a nomination for Director, Commodore, Vice Commodore, and/or Rear Commodore may be made by petition signed by fifteen Members who are eligible to vote and signed by the nominee to indicate the willingness of the Member to serve.
 - d. The Nominating Committee shall attempt to contact a floor nominee within 72 to request a consent to serve and a candidate statement/biography. The Nominating Committee shall attempt to contact a petition nominee no later than 72 hours after the petition is received by the Office to request a consent to serve and a candidate statement/biography.
3. **RESOLVING TIE VOTES.** In the event of a tie vote for Commodore, Vice Commodore, or Rear Commodore or for the final vacancy for Director, a runoff election is conducted by written ballot at the Annual Meeting of Members, and the name of the successful nominee is announced prior to adjournment of that meeting.

SECTION D. VACANCIES. Should one or more of the Board, including the Commodore, Vice Commodore, or Rear Commodore, resign or be unable to complete a

term of office, the vacant position is filled by appointment made by the majority of the remaining Directors then in office, even if the remaining Directors do not constitute a quorum.

SECTION E. MEETINGS. Board meetings are held at the Clubhouse unless otherwise set and published by the Board. All meetings are open to attendance of the Club Members; however, executive (closed) meetings are authorized on occasion, if required to discuss personnel matters, litigation, or matters that the Board determines could be embarrassing to individual Members or detrimental to the best interests of the Club if not held in confidence.”

1. **PRESIDING OFFICER.** The Commodore, and in the absence of the Commodore, the Vice Commodore, and the absence of them both, the Rear Commodore, and the absence of all three, a temporary chairperson chosen by the Directors present, presides at each Meeting of the Directors. The Secretary, and in the absence of the Secretary, an acting secretary chosen by the Directors present, records the Board’s actions.
2. **ORGANIZATIONAL MEETING.** After the election at the Annual Regular Meeting of the Members and on or before the third Wednesday of the month of November, all elected directors meet to select a Secretary and a Treasurer; they may select Flag Officers, agents, and committee Members; and they may transact other business necessary to organize for the coming year. No other Club business is conducted at the Organizational Meeting since all remaining business is the responsibility of the Board as constituted for the current year. No notice of Organizational Meeting for the following year need be made, provided it is held on the same day as the regular Meeting of the Board.
3. **REGULAR BOARD MEETINGS.** A regular Meeting of the Board is held monthly, without call at such time and date as fixed by the Board and published in *THE FORECAST*.
4. **SPECIAL BOARD MEETINGS.** The Commodore or any two Board Members may call special meetings. Special Board meetings are held upon four-day notice by mail or upon 48-hour notice made either in person, by telephone, by email, or by fax prior to the time set for the meeting.
5. **QUORUM.** A majority of the incumbent Directors constitute a quorum for the transaction of business. Except where prohibited by law, the Board may continue to transact business should a majority of Directors not be maintained throughout the meeting so long as any actions taken are later approved by at least a majority of the number required for a quorum.

6. **TRANSACTIONING BUSINESS.** A majority of Directors present may adjourn a meeting to another time and date, whether or not a quorum is present at the time of adjournment.
7. **TRANSACTIONS BY CONSENT.** Special meetings, irregularly noticed or called, may be held with the consent of all Board Members. Consent may be given in writing and filed with the minutes of the meeting or filed with the Secretary; or may be given orally by the Director being present, which consent shall be recorded in the minutes of the meeting or will be given by a Director taking part in the meeting without objection. The transactions during such meetings are recorded as if the meeting had been called regularly and notice had been properly given to which those present do not take exception.
8. **CURE TO IRREGULAR NOTICE.** The transactions of any meeting irregularly called or noticed are valid, provided a quorum is present at the meeting and the Directors have the right to attend the meeting and do not attend ratify the transactions in writing.
9. **WAIVER OF NOTICE.** Any Director not given proper notice of a meeting where notice is required may waive notice in writing.
10. **CONSENT.** Any action that may be taken by the Board may be taken without meeting if all Members of the Board individually or collectively consent in writing to the action. Consent may be made by electronic mail or facsimile if later endorsed by the Director(s) and filed with the minutes of the next regular meeting of the Board.

SECTION F. LIMITATIONS ON BOARD ACTIONS. Actions of the Board are limited by these Bylaws as follows:

1. **ALIENATION OR PURCHASE OF REAL PROPERTY.** The Board Members, Officers, employees, and Members may not purchase any real property for the Club, nor may they sell any real property belonging to the Club, nor any building or structure belonging to the Club without Membership approval by mail ballot.
2. **INDEBTEDNESS.** The Board may not incur any indebtedness for or on behalf of the Club without the approval of the Club Members by mail ballot as required in Article III, Section H.2., except that the Board may incur an unsecured indebtedness in an amount not greater than ten thousand dollars without obtaining such approval.
3. **REFINANCING.** The Board is empowered to arrange for refinancing of any indebtedness of the Club provided that the indebtedness has been previously authorized as required by these Bylaws. The refinancing may not be for a principal amount greater than the then unpaid balance of the

authorized indebtedness, and the refinancing must be under terms and conditions which, in the judgment of the Board, will result in economic benefit to the Club.

4. **FINANCIAL POLICY MANUAL.** The Board is required to maintain and comply with a Financial Policy Manual, which is adopted and/or amended on recommendation of the Board by a majority vote of the Members voting by mail ballot.

SECTION G. REMOVAL OF DIRECTORS. Directors may be removed only by the majority of the eligible voting Members who vote in a recall election held by mail ballot. A recall election may be called by a two-thirds majority of the Board of Directors at a Regular Meeting, or a Special Meeting called for the purpose, or a recall election may be called by petition signed by 15% or more of the Members eligible to vote. Any director who misses three consecutive Regular Board Meetings shall forthwith cease to hold the office of Director without further action by the Directors or Members unless the Directors vote to excuse one or more of the absences so as to allow the Director to continue to serve.

ARTICLE V: OFFICERS

SECTION A. EXECUTIVE OFFICERS. The Executive officers of the Club are the Commodore, Vice Commodore, and Rear Commodore, each of whom is a Board Member, and a Secretary and a Treasurer, each of whom is a Club Member, but need not be a Member of the Board. The Commodore must have been a Board Member at least one year prior to being elected Commodore.

SECTION B. OTHER OFFICERS. The Board appoints such other officers as may be customary, each of whom is supervised by one of the commodores.

SECTION C. REMOVAL OF OFFICERS. Elected Officers may be removed by a majority of the eligible voting Members who vote in a recall election held by mail ballot. The recall election may be called by a two-thirds majority of the Board of Directors at a Regular Meeting or Special Meeting called for the purpose, or a recall election may be called by a petition signed by 15% or more of the Members eligible to vote. All appointed officers are subject to removal at any time by a majority vote of the Board.

SECTION D. RESPONSIBILITIES OF OFFICERS.

1. **COMMODORE.** The Commodore is the Chief Executive Officer of the Club. Subject to California law, subject to policies established by the Board, and subject to the direction of the Board, the Commodore supervises the affairs of the Club between meetings of the Board and supervises the Club Manager. When present, the Commodore presides at all Meetings of the Members and all meetings of the Board. The Commodore nominates for Board approval all non-elected officers and

committees and sits ex-officio on committees. The Commodore coordinates all activities on the Club Master Calendar.

2. **VICE COMMODORE.** The Vice Commodore, in the absence of the Commodore and with the same powers and restrictions, acts as Chief Executive Officer. The Vice Commodore assists the Commodore. The Vice Commodore is responsible for Membership matters, including the keeping of a members' roster and the removal of Members' names from the roster when directed to do so by action of the Board. The Vice Commodore is the executive officer for social events and related activities and for the maintenance and development of the Club's structures and grounds.
3. **REAR COMMODORE.** The Rear Commodore, in the absence of the Commodore and the Vice Commodore and with the same powers and restrictions, acts in their place. The Rear Commodore assists the Commodore and is the executive officer for cruising and racing activities and for the Junior Program.
4. **SECRETARY.** The Secretary:
 - a. Keeps, at the Club office, a book of minutes of all Board meetings and Meetings of the Members specifying the time and place of the meetings, the notice given, and in the case of Board meetings, the names of those present and those absent.
 - b. When directed by the Board, signs the name of the Club, to all contracts, bonds, and other written instruments.
 - c. Attends correspondence as may be assigned by the Board.
 - d. Attends to other duties as may be assigned by the Board or required by law or these Bylaws; and
 - e. Posts on the Clubhouse bulletin board the approved minutes after each Board meeting; posts the agenda for the Board Meeting one week prior to the next meeting.
5. **TREASURER.** The Treasurer:
 - a. Keeps correct books and records of accounts of the properties and of Club business transactions, reports on the financial condition and the business transactions of the Club at the regular Board meetings; and reports on the financial condition of the Club at the Regular Meetings of the Members. The books and records of accounts are kept at the Clubhouse and are open to the inspection of any Board Member at reasonable times and to the inspection of any Club Member eligible to vote, by appointment.

- b. Prepares, with the advice and assistance of the Budget Committee and in accordance with the Financial Policy Manual, an annual budget for the following year and submits the budget to the Board for review at the November Board meeting and approval at the January board meeting. The approved budget is submitted to members for review at the following January Regular Meeting of the Members;
 - c. Deposits all money and other valuables in the name and to the credit of the Club with such depositories as may be designated by the Board, and causes the disbursement of the funds of the Club as may be ordered by the Board or authorized in the approved budget; and
 - d. Attending to other duties as assigned by the Board, required by law, or required by these Bylaws.
6. **OTHER OFFICERS.** For the next succeeding year, following his term of office, the Commodore shall serve in the capacity of Jr. Staff Commodore, and perform such duties as herein described. Other officers, agents, attorneys, or attorneys-in-fact as the Board finds appropriate may be appointed and may act in its stead and transact any business which the Board authorizes that is permitted by the Articles of Incorporation or by these Bylaws.

ARTICLE VI: COMMITTEES

APPOINTMENTS. The Board appoints committees to advise the Board and/or to carry out specific tasks and projects assigned by the Board. The Committee Members may be drawn from all classes of Members as the Board determines appropriate, except where rules of a committee state that only certain classes of Members may serve on a specific committee. The following committees are appointed annually by the Board:

- 1. **BUDGET COMMITTEE.** The Budget Committee acts in conformance with the Financial Policy Manual.
- 2. **FINANCIAL COMMITTEE.** The Finance Committee acts in conformance with the Financial Policy Manual.
- 3. **AUDIT COMMITTEE.** The Audit Committee has access to all books and records of the Secretary, Treasurer, and office staff at reasonable times throughout the year. The committee reports its findings on cash controls and its recommendations to the Board.
- 4. **PROPERTY MANAGEMENT COMMITTEE.** The Property Management Committee shall be responsible for periodically reviewing the condition of the VYC Clubhouse and the other structures and facilities of the Club

(excluding the docks), make recommendations to the Board as to work that should be accomplished to preserve and/or improve the physical facilities of the Club, and shall oversee, as a committee or through Project Managers, all facility projects undertaken.

5. **MARINA MANAGEMENT COMMITTEE.** The Marina Management Committee shall be responsible for periodically inspecting the condition of the Club Docks, making recommendations to the Board as to work that should be accomplished to preserve or improve the Docks, shall oversee all dock facility projects undertaken, and shall oversee the administration and enforcement by the Club Manager of the Slip Assignment Policy and Dock Rules.
6. **HUMAN RESOURCES COMMITTEE.** The Human Resources Committee shall periodically review the club's employment practices and agreements to promote compliance with applicable laws and regulations, and employee morale, and advise the Board and Club management regarding the same.
7. **INSURANCE COMMITTEE.** The Insurance Committee shall make recommendations to the Board of Directors as to the adequacies and appropriateness of all insurance coverage of the Club, and any interim activities required by the Club to properly maintain such coverage in full force.
8. **JUNIORS COMMITTEE.** The Juniors Committee shall be responsible for coordinating all activities relating to the junior's program. These activities shall include, and not be limited to, juniors' on-the-water events, regattas, summer camp, finances, fundraising, and purchase and sale of juniors' boats and materials. The Juniors' Committee chair shall report to the Board of Directors on a regular basis at their monthly meetings.

ARTICLE VII: MEMBERSHIP

SECTION A. GENERAL QUALIFICATIONS. Membership is open to all persons who support the purpose of the Club without regard to race, color, creed, sex, national origin, or ancestry. Membership is personal and no business, corporation, partnership, nor artificial person may be a Member. The Board may adopt Membership rules consistent with these Bylaws.

SECTION B. CLASSES OF MEMBERS AND LIMITATION ON NUMBER OF MEMBERS. There are seven classes of Members: Regular, Senior, Life, Convertible, Trial, Junior, and Honorary. The total number of Membership certificates issued to certificated classes (Regular, Senior, and Life) is limited by these Bylaws to 250. The Board may limit the number in other non-certificate classes of Members (Convertible,

Trial, Junior, and Honorary) if, in its judgment, additional Members would overburden the Club facilities.

1. **REGULAR MEMBER.** Any person over the age of 18 years whose application has been acknowledged by the Board, who has purchased a certificate of Membership which signifies proprietary interest in the assets of the Club, and who has paid the Initiation fees may become a Regular Member. At the election of an applicant or Member who is married or in a domestic partner relationship, the Membership may be held solely in the name of the applicant or Member individually or jointly in the name of the applicant or Member and an individual who is either (1) the applicant's or Member's spouse, (2) a Registered Domestic Partner of the applicant or Member, (3) or a person who could either legally be the Registered Domestic Partner or the spouse of the applicant or Member and who has resided with the applicant or Member for at least twenty-four months. Only one of the certificate co-holders may vote or hold elective office at any one time. Spouses or domestic partners who each own a separate Membership certificate can each vote and hold elective office at the same time.

- a. Regular Members have the right:
 - i. To vote on all matters subject to a vote of the Members;
 - ii. To hold office as a flag officer or director
 - iii. To fly the Club burgee.
 - iv. To register a private signal with the Club Secretary
 - v. To use Club facilities subject to Club rules
 - vi. To participate in all Club activities for which the Member qualifies under Club rules;
 - vii. To invite friends and relatives to use Club facilities and participate in Club activities, subject to Club rules;
 - viii. To participate in the distribution of assets should the Club be dissolved;
 - ix. To terminate Membership at any time upon written notice to the Board;
 - x. To transfer the Member's certificate, if the Member is not indebted to the Club, within eighteen months of termination to a person eligible to become a Regular Member. The seniority of the Member is not transferred. After eighteen months from the termination of Membership, the certificate shall not be transferable, shall expire, and will have no value; and

- xi. To bequeath the Membership certificate upon death. An heir of a Member must either join the Club or transfer the Membership certificate to an eligible person within eighteen months of the death of the Member or within six months of distribution of the Membership interest, whichever is later. The seniority of the deceased Member is not transferred to the new Member.
- b. Regular Members are obligated:
 - i. To pay dues and fees promptly upon billing;
 - ii. To pay specific purpose assessments upon billing;
 - iii. To follow rules adopted by the Board; and
 - iv. To behave in a manner which reflects positively on the Club while participating in Club activities or representing the Club in any capacity.
- c. Regular Members, upon application to the Board, may obtain non-resident status for one year. On application to the Board, the non-resident status may be renewed annually.
 - i. To qualify for non-resident status, the Member-applicant must be residing more than 175 miles from the Clubhouse, calculated using the most direct route, or must be cruising beyond the coast of California.
 - ii. A Member in non-resident status pays one-half of the Regular Member dues and is not responsible for any assessments.
 - iii. A Member in non-resident status may vote, but may not hold office, or berth a boat in the Club marina.
 - iv. To be reinstated as a resident Regular Member, all assessments levied during the absence of the Member because of non-resident status must be paid in full.
- d. The Membership of a Regular Member may be terminated involuntarily, or Membership rights may be limited or curtailed by the Board for misconduct or failure to pay dues, fees, rent, charges, and/or assessments. (See Article VII, Section C, Subsection 2).
- 2. **SENIOR MEMBER.** Regular Members who have twenty consecutive years of Membership and who have reached the age of sixty-two, upon application acknowledged by the Board, are classified as Senior Members. To apply for Senior Membership, only one of the spouses who jointly holds the Membership certificate needs to be sixty-two years or older.
 - a. Senior Members have all the rights held by Regular Members. However, the transfer or bequest of a Membership certificate held by a

Senior Member entitles the transferee of the Membership interest only to Regular Member status.

b. Senior Members have the obligations of a Regular Member except that the dues and specific purpose assessments are reduced to seventy-five percent of the amounts due from age sixty-two through age sixty-four, to fifty percent of the amounts due from age sixty-five through age sixty-nine, to twenty-five percent of the amounts due from age seventy through seventy-four and ten percent of the amounts due at age seventy-five and above.

c. The Membership of Senior Members may be terminated involuntarily, or the Membership rights limited and/or curtailed in the same manner as for Regular Members.

d. It is the responsibility of any Regular Member eligible for Senior Member status to make a timely application, therefore. The Board may establish procedures or protocols to assist eligible Regular Members in the application process.

3. **LIFE MEMBER.** Regular Members or Senior Members who have held Membership for twenty-five consecutive years, who are at least sixty-five years old, and who have given outstanding service to the Club may be nominated for Life Membership, on majority vote of the Board. Any Regular or Senior Member, including the proposed nominee, may propose such a nomination by the Board. The nominee must be approved by a vote of at least fifty-one percent of the Members eligible to vote on a mail ballot. Once elected, the said Member retains Life Membership only so long as he or she continues to hold a Membership certificate. At any given time, the number of Life Members may not exceed five percent of the number of Membership certificates issued, except once elected no Life Member loses that status should a reduction in Membership certificates cause the number of Life Members to exceed five percent.

a. Life Members have the same rights held by Senior Members.

b. Life Members have the obligations of Senior Members except that the payment of dues and specific assessment fees is not required.

c. Upon the death of a Life Member, the surviving spouse shall be afforded the privileges of Life Membership for as long as the Membership certificate is retained and until such time as the surviving spouse remarries or becomes a Registered Domestic Partner. If upon the death of a Life Member, or sometime thereafter, the surviving spouse of a Life Member ceases to hold a Membership certificate, that surviving spouse of a Life Member shall thereafter be afforded the privileges of an Honorary

Member for the life of that surviving spouse. If a surviving spouse of a Life Member meets the age and longevity requirements and in the view of the Board of Directors warrants Life Membership on his or her own merit, the board can vote to approve Life Membership for said surviving spouse.

4. **CONVERTIBLE MEMBER.** Any person aged eighteen years through thirty-six years who has an interest in boating may apply for Convertible Membership. The Board may approve the Convertible Membership application for any person that the Board deems to be an asset to the Club.
 - a. Convertible Members have the privilege:
 - i. To fly the Club burgee;
 - ii. To register a private signal with the secretary;
 - iii. To use the club facilities, except for the Club slips, subject to rules adopted by the Board;
 - iv. To participate in all Club activities for which the Member qualifies under Club rules;
 - v. To invite friends and relatives to use Club facilities and participate in Club activities, subject to Club rules;
 - vi. To terminate Convertible Membership at any time;
 - vii. To convert to Regular Membership at any time prior to reaching age thirty-seven years and two months upon acknowledgment of the Convertible Member's application by the Board, payment of the balance of the Initiation fee at the rate effective when the Convertible Membership was approved, less any portion of the Initiation fee paid during the period of time that the Member was a Convertible Member and upon the purchase of a Membership certificate; and
 - viii. To use the date of acknowledgment of the Convertible Membership as the Member's Membership seniority date when converting to Regular Member.
 - ix. The failure of a Convertible Member to become a regular Member by age thirty- seven years and two months shall terminate the Convertible Membership and all rights associated with that Membership unless no Memberships are available because of the limitations of Section B of Article VII, in which event the Convertible Member, to retain his or her Membership seniority date shall from that date forward continuously pay dues at the same level as a regular Member while waiting to acquire the first available Membership certificate.

- b. Convertible Members are obligated to:
 - i. To pay five percent of Regular Member dues from ages eighteen through twenty years;
 - ii. To pay ten percent of Regular Member dues from ages twenty-one through twenty-five years;
 - iii. To pay twenty-five percent of Regular Member dues from ages twenty-six through thirty years;
 - iv. To pay fifty percent of Regular Member dues from ages thirty-one through thirty-three years;
 - v. To pay seventy-five percent of Regular Member dues from ages thirty-four through thirty-six years;
 - vi. To pay a percentage of the Initiation fees in effect on the date of the approval by the Board of their Convertible Membership application as the Member passes from one age group to the next;
 - vii. To pay quarterly participation assessments;
 - viii. To follow all rules adopted by the Board; and
 - ix. To behave in a manner that reflects positively on the Club while participating in Club activities or while representing the Club in any capacity.
 - c. The Board may terminate the Membership of a Convertible Member involuntarily or the Member's rights may be limited or curtailed in the same manner as for a Regular Member pursuant to the provisions in Article VII, Section C, Subsection 2.
5. **TRIAL MEMBER.** Any person over the age of eighteen years who contemplates becoming a Regular Member may, upon application to the Board, become a Trial Member for a maximum period of twelve (12) months. Active duty military personnel may be Trial Members for a maximum period of thirty-six (36) months.
- a. Trial Members have the privilege:
 - i. To fly the club burgee;
 - ii. To purchase food, beverages, and clothing for cash;
 - iii. To use Club facilities and participate in all Club activities for which the Member qualifies under Club rules;
 - iv. To invite family and friends to use the Club facilities and participate in Club activities, subject to Club rules; and
 - v. To terminate Trial Membership at any time.
 - b. Trial Members are obligated:
 - i. To pay Trial Member dues each month promptly on billing;

- ii. To pay for all Club services and products with cash or from a deposit previously paid to the Club; and
 - iii. To follow rules adopted by the Board.
 - c. The Membership of a Trial Member may be terminated at any time at the discretion of the Board.
 - d. If a Trial Membership is terminated for any reason, including voluntarily by the Trial Member, as the result of Board action, or otherwise, the Trial Membership shall not be reinstated, either during the initial one-year term or thereafter, absent Board approval and upon good cause shown.
 - e. The failure of a Trial Member to become a regular Member by the end of the 12-month trial period shall terminate the Trial Membership and all rights associated with that Membership unless no Memberships are available because of the limitations of Section B of Article VII, in which event the Trial Member shall continuously pay dues at the same level as a regular Member and will then have his or her Trial Membership extended while waiting to acquire the first available Membership certificate.
- 6. **JUNIOR MEMBER.** Any person under the age of eighteen years who is interested in boating may apply to become a Junior Member.
 - a. Junior Members have the privilege:
 - i. To participate in Junior Program activities;
 - ii. To attend all Club meetings;
 - iii. To use Club facilities except for the Club slips and participate in Club activities for which the Member qualifies under Club rules;
 - iv. To fly the Club burgee;
 - v. To have a private signal registered with the secretary; and
 - vi. To terminate Membership at any time.
 - b. Junior Members are obligated:
 - i. To pay Junior Member dues;
 - ii. To pay an Initiation fee, if not a child or grandchild of a Member;
 - iii. To follow all Club rules; and
 - iv. To behave in a manner that will reflect positively on the Club while using Club facilities or representing the Club in any capacity.
 - c. The Memberships of Junior Members are terminated at the end of each year if not renewed by timely payment of dues. Junior Membership may be terminated or rights may be limited or curtailed by the Board for failure to follow Club rules. (See Section 2 of this Article VII.) Junior Memberships are not renewable after eighteen years of age.

d. Junior Members shall be exempt from the club's compensation (pursuant to Article IX hereof) and/or conflict of interest provisions, provided they are employed for part-time or seasonal job assignments within the Juniors' program. This provision shall not be interpreted as a hiring preference.

7. **HONORARY MEMBER.** The Board may elect any person whom the Board deems worthy to a one-year renewable term as an Honorary Member.

a. Honorary Members have the privilege:

- i. To attend Club meetings;
- ii. To buy food, beverages, and clothes for cash;
- iii. To fly the Club burgee;
- iv. To register a private signal with the secretary;
- v. To use Club facilities and to participate in Club activities for which the Member qualifies under Club rules;
- vi. To invite family and friends to use Club facilities and to participate in Club activities when accompanied by the Member subject to Club rules; and
- vii. To pay no dues, fees, or assessments.

b. Honorary Members are obligated:

- i. To obey all rules adopted by the Club; and
- ii. To pay cash for all services and products of the Club.

c. The Board may terminate the Membership of an Honorary Member at its discretion.

SECTION C. TERMINATION OF MEMBERSHIP AND SANCTIONS AGAINST MEMBERS.

1. **AUTOMATIC TERMINATION.** Membership rights terminate automatically upon the death of the Member or upon voluntary resignation made in writing and upon the expiration of a Membership limited to a fixed period of time. The certificate of Membership of a Regular, Senior, or Life Member may be sold after termination to a person eligible for Regular Membership. Upon the death of a Member, the Club Membership may be bequeathed and devised as provided by law, but the recipient of the Membership certificate must be entitled to Membership in the Club as provided by these Bylaws. The seniority of a Member is not transferred.
2. **TERMINATION OR SANCTION FOR CAUSE.** The Board may terminate Membership or sanction a Member.
 - a. A Member who fails to pay fees, dues, or other indebtedness to the Club within sixty days of the payment date is subject to suspension

of Membership rights by the Board. If such indebtedness is not paid within one hundred twenty days of the payment date, the Member is subject to expulsion by the Board. The suspension or expulsion is determined under the procedure stated in Section C, Subsection 2c of this Article VII.

- b. A Member is subject to suspension, expulsion, or other sanctions by the Board upon determination by the Board that the Member has repeatedly failed to observe the rules or Bylaws of the Club or has engaged in conduct seriously prejudicial to the interests of the Club. The suspension, expulsion, or other sanction is determined under the procedure found in Section C, Subsection 2c of this Article VII.
- c. Following a determination by the Board that a Member should be considered for sanctions under Section C, Subsections 2a or 2b of this Article VII, the following procedure is followed:
 - i. A notice is sent by prepaid first-class mail to the Member's most recent address shown on the Club's records. The notice describes the proposed sanction(s) and a brief summary of the reasons for the possible imposition of the proposed sanction(s). The notice states the date, time, and place where the Board intends to determine if the proposed sanction(s) should be imposed and the notice states that the Member may appear at that time and place or make a written statement submitting to the Board reasons that the proposed sanction(s) should not be imposed. The notice is sent at least fifteen days before the date on which the hearing is held.
 - ii. The Member is given the opportunity to be heard, either orally or in writing, at a hearing held not fewer than five days before the effective date of the proposed sanction(s).
 - iii. Following the hearing, if the Board finds that the Member has failed to observe the rules provided by these Bylaws and/or adopted by the Board, the Board must decide whether the Member should be subjected to the proposed sanction(s), to some lesser sanction, or to no sanction. The decision of the Board is final and is communicated to the Member within twenty-four hours of the Board's decision by telephone, email, fax, or by United States mail within seven days.

SECTION D. REINSTATEMENT. Any person who voluntarily terminates a Regular, Senior, or Convertible Membership is required, on reapplying for Membership, to pay an Initiation fee then in effect, without credit or offset. Any involuntarily terminated Member may reapply for Membership after six months of termination provided all indebtedness to the Club has been paid. Any person terminated, voluntarily or involuntarily, who reapplies for Membership, is given a new seniority date based on the issuance of the new Membership certificate or approval of the Convertible Membership application.

SECTION E. SENIORITY. The seniority date of a Regular, Senior, and Life Member is the date on which the Member's Membership certificate was originally issued except in the instance of a Member of record on April 20, 1967, when Membership certificates were first issued to existing Members. In such instances, the seniority date is the date on which the application for Membership was accepted by the Board. In the case the Regular, Senior, or Life Member was first a Convertible Member, the date the Convertible Membership was approved by the Board is used for the seniority date unless the Convertible Membership was terminated because the Member failed to become a Regular Member in accordance with Art. VII, section B 4, and subsequently rejoins the Club. The date said Member rejoins the Club becomes that Member's seniority date.

In the case where a husband and wife, Registered Domestic Partners, or two unrelated people who qualify to co-own a Membership certificate in accordance with Article VII, Section B1, jointly own a Membership certificate and they have both had their names on the Membership certificate from the time the certificate was originally issued, they shall both have the same seniority, the date the Membership certificate was issued.

In the case where a husband and wife or two Registered Domestic Partners jointly own a certificate and both names were not on the certificate from the time the Membership certificate was originally issued, the seniority date of the original certificate holder shall be in accordance with the first sentence of this section E and the seniority date of the spouse or Registered Domestic Partner of that original certificate holder shall be the latter of the original co-owner's seniority date or the date of the spouses' marriage for spouses or the date of the filing of the domestic partners' Domestic Partnership Certificate for registered domestic partners.

In the case where two unrelated people co-own a certificate in accordance with Article VII, Section B1, and both names were not on the Membership certificate at the time it was originally issued, the seniority date of the original Membership certificate holder shall be in accordance with the first sentence of this section E and the seniority date of the certificate co-holder whose name was subsequently added shall be the latter

of the original co-owner's seniority date or the date 24 months after the person who's name was added to the certificate began residing with the original certificate owner.

The burden of establishing dates for seniority purposes of all persons whose names are added to a Membership certificate after it was originally issued shall be on the Member seeking to establish the date.

The Board shall establish rules to provide guidance for staff in determining if the burden has been met by a Member seeking to establish a seniority date.

SECTION F. MEMBERSHIP BOOK. The Club keeps a Membership Book. The Book contains each Member's name, address, date of birth, date of being admitted to Membership, the type of Membership, the date of termination of Membership, and whether terminated by death, voluntary resignation, or action of the Board.

SECTION G. MEMBERSHIP CERTIFICATES. A Regular, a Senior, and a Life Member must possess a certificate of Membership in the Club. Prior to becoming a Regular Member, a potential Member must purchase a certificate from either the Club or from a person whose Membership terminated. Any person whose Membership has been terminated for any reason (Article VII, Section C) and who owes fees or assessments to the Club may not sell a certificate of Membership until fees and assessments are paid (Article VII, Section B.1. a).

SECTION H. MEMBERSHIP CERTIFICATE SALE

1. When the number of certificates issued is two-hundred forty-five (245) or less, Members leaving the club may sell their certificates to an incoming Member.
2. If the number of certificates issued is greater than two hundred forty-five (245) the Club shall purchase the certificates of Members leaving the club at 80 percent of the certificate value as set by the board of directors.
3. This section does not apply to certificate transfer due to inheritance in accordance with Article VII, Section B, 1a.

ARTICLE VIII FEES, ASSESSMENTS, AND CHARGES

SECTION A. TYPES OF FEES, ASSESSMENTS, AND METHODS FOR CHARGES.

1. **INITIATION FEES.** There is a non-refundable Initiation fee for Regular Membership, in the amount set by the Board in a published schedule.
2. **DUES.** Dues, effective January 1, 2010, are set at \$1,000 per year. The Board may increase the amount of the annual Membership dues annually thereafter by an amount which does not exceed two and one-half percent (2.5%) above the annual percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers All Item Consumer Price Index for the Los Angeles-Riverside-Orange County

geographical area. Dues shall be prorated on a monthly basis only for new Members or Members who change Membership class, age group, or resident status within the calendar year. Proration shall only affect the calculation of dues.

3. **PARTICIPATION FEE.** Quarterly, a participation fee is charged to each Regular, Senior, Life, and Convertible Member, in the amount set by the Board in a published schedule. As determined by the Board of Directors, a portion of the quarterly Participation Fee may be credited to the Member's account and is available for purchases made by the Member at the Club during that calendar quarter. The quarterly Participation Fee credit may be used to purchase goods and services from the Club during the quarter but may not be used for the payment of Membership dues, special purpose assessments, slip rental fees, or live-aboard fees.
4. **SPECIFIC PURPOSE ASSESSMENTS.** A specific purpose assessment may be levied upon Regular and Senior Members with the approval by mail ballot of at least fifty-one percent of those Members eligible to vote and who cast a ballot.
5. **SPECIAL SERVICES, PRODUCTS AND FACILITIES CHARGES.**
 - a. Members whose boats are berthed in the Club marina or stored on the Club grounds and Members who have live-aboard permits granted by the Club are charged in the amount set by the Board in a published schedule.
 - b. Members using the Club facilities for private functions are charged rates, in the amount set by the Board in a published schedule. The Board authorizes the prices of clothing and other products sold by the Club and the fees for any other services provided by Club. Applicable taxes on goods and services purchased are charged to the Member.
6. **CERTIFICATE TRANSFER FEES.** The Board may establish a transfer fee to offset the administrative costs associated with transferring ownership of Membership certificates.

SECTION B. PAYMENT OF DUES, ASSESSMENTS AND CHARGES. Dues, fees, and charges are payable within 15 days of billing.

1. One-fourth (1/4) of the Initiation fee for Regular Membership is due with the application. The remainder may be paid over one year. The fee for Junior Membership is due prior to a person obtaining Junior Membership.
2. Dues are payable at the beginning of the calendar year. Regular Members may make special arrangements with the Club Manager to pay dues quarterly.

3. The participation fee, specific purpose assessments and special services, products, and facilities charges are payable 15 days from billing.
4. The Board may establish penalties for the late payment of any dues, fees, or charges, including, but not limited to, late fees and/or interest on past-due amounts. Such monetary penalties shall be in addition to any other sanctions otherwise authorized herein.

ARTICLE IX: COMPENSATION AND INDEMNIFICATION

SECTION A. COMPENSATION. The Club Officers and Directors, Members of the Club acting on committees created by the Board, and all other Members performing services for the Club in any capacity serve without compensation. For purposes of this section, the receipt by any Member during any calendar year of less than five hundred dollars (\$500) worth of in-kind goods or services from the Club (e.g., clothing, meals, drinks, etc.), as authorized by the Club Manager, shall not be considered a violation of this provision.

SECTION B. INDEMNIFICATION. The Club holds harmless, indemnifies, and provides defense to the full extent required by law to any employee or agent acting for the Club against whom proceedings are brought arising out of service to the Club, and holds harmless, indemnifies, and provides defense to the fullest extent permitted by law to any Member acting for the Club against whom proceedings are brought arising out of service to the Club in any capacity.

SECTION C. MEMBERS DOING BUSINESS WITH THE CLUB. Members may do business with the Club when the business relationship and the specifics of the transaction are approved by the Board of Directors. Directors shall use discretion in exercising their fiduciary responsibilities in approving any business relationship with a member. The Board shall adopt guidelines to be used in approving such relationships and transactions. The Manager will be responsible for ensuring adherence to these guidelines and will advise the Board, if necessary, as to any issues.

ARTICLE X: CONSTRUCTIONS AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in California Law govern the construction of these Bylaws. Without limiting the preceding sentence, the singular includes the plural and the plural includes the singular.

ARTICLE XI: AMENDMENT TO BYLAWS

Amendment to these Bylaws may be proposed by the Board at any Regular Meeting of the Members or at any special Meeting of the Members called for the purpose by the Board. Amendment to these Bylaws must be adopted by mail ballot as described in

Article III, Section H, Subsection 2, by a vote of two-thirds of the eligible Members who vote.

**CERTIFICATE OF SECRETARY OF ADOPTION OF BYLAWS
BY VOTE OF MEMBERS OF
VENTURA YACHT CLUB, INC.**

NEEDS AMENDING

THIS IS TO CERTIFY:

That I am the duly elected, qualified, and acting Secretary of Ventura Yacht Club, Inc., and that the foregoing Bylaws of Ventura Yacht Club were submitted to the Members for approval, and were ratified by the vote of the Members entitled to exercise the voting power of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of October 2024.

Christina Baum, Secretary