

CONSTITUTION AND BY-LAWS FOR THE

OHIO RIVER LAUNCH CLUB, INC.
(A Corporation not for profit)

Date: November 17, 2011

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ARTICLE I: NAME

The name of said Corporation shall be the Ohio River Launch Club, Inc.

ARTICLE II: PURPOSE

The purposes for which the Ohio River Launch Club, Inc. exists are to encourage the recreation of boating, to promote the sciences of naval engineering and navigation, boat safety, to lease and/or buy and sell real estate and to provide and maintain a suitable Boat Club and facilities for recreation and boating.

ARTICLE III: MEMBERSHIP; TYPES OF MEMBERSHIP

A. MEMBERS RESPONSIBILITY: All members shall be subject to the provisions of the Constitution, By-Laws, Rules and Procedures of the Club.

B. APPLICATIONS FOR MEMBERSHIP:

1. Applications for membership must be in writing and addressed to the Vice Commodore on a form prescribed by the Board of Trustees. Applications must be sponsored by at least two (2) Moorage Members who are in good standing.
2. The Vice Commodore shall post a copy of the application in the Headboat, and on the club's website immediately upon receipt, and it will remain posted until voted upon. Copies shall be distributed to the Commodore, Secretary, Treasurer, Rear Commodore, and Commissary Chairman.
3. The Vice Commodore shall contact the Applicant and review the contents of the Application with the Applicant.
4. At the Member meeting when the Application is to be voted upon, the Vice Commodore shall review the Application and make his recommendation. After discussion, the Members shall vote on the application. It shall be the responsibility of the Vice Commodore to contact the Applicant after the meeting to advise the Applicant of the results of the vote.

C. TYPES OF MEMBERSHIP AND MEMBERSHIP RIGHTS:

There shall be the following types of Membership:

1. MOORAGE MEMBERS

- a. A Moorage Member is one who has been voted into the Club as a Moorage Member, pays the appropriate member note, fees, pays the current dues, and maintains a current Moorage Contract, or, has held such agreement within the preceding four (4) months.
- b. In the event that there is no dock space available to accommodate a Member's boat, then the Member who has applied for a Moorage contract, and who wants to maintain his status as a Moorage member, shall pay moorage annually under a "minimum moorage allowed" Moorage Contract.
- c. A Moorage Member in good standing shall have the following rights and privileges:
 1. Has voting rights
 2. Has an ownership interest in Club assets at dissolution.
 3. Is eligible to be an officer or trustee of the Club and to participate in all club meetings. .
 4. Has the right to dock his boat under the terms of the member's Moorage Contract.
 5. Has access to all club events and facilities.
 6. Accrues seniority in the club.

d. Any Moorage Member who wants to continue to be a Moorage Member but who does not want to moor a boat at the harbor, shall pay moorage annually under a “minimum moorage allowed” Moorage Contract.

e. A Moorage Member who fails to meet any of the qualifications of a Moorage Member, for whatever reason, shall become a Non-Moorage Member.

f. Moorage Membership status passes to the surviving spouse of a deceased Moorage Member.

2. NON-MOORAGE MEMBERS

a. A Non-Moorage Member is one who has been voted into the Club as a Non-Moorage Member, pays the appropriate fees, and pays his dues annually.

b. A Non-Moorage Member in good standing shall have the following rights and privileges:

1. Does not have the right to vote
2. Does not have any ownership interest in Club assets at dissolution.
3. Has the right to attend and participate in club meetings.
4. Is Eligible to serve on Committees, including as the Chairman.
5. Has the right to attend club events and use all club facilities.
6. Does not accrue seniority in the club.
7. Has the right to become a moorage member at any time.
8. Any Non-Moorage member who wants to be a Moorage Member but who does

not want to moor a boat at the harbor, shall pay moorage annually under a “minimum moorage allowed” Moorage Contract.

3. SLIP-SHARE MEMBERS; LIMITED NO. OF SLIPS

a. A Slip-Share Member shall be considered to be a Non-Moorage member and have the same rights and privileges of a Non-Moorage member. A Slip-Share member shall pay the same fees and annual dues of a Non-Moorage member. In addition, a Slip-Share Member shall maintain a current Slip-Share Moorage Contract.

b. A Slip-Share Member in good standing shall have the following rights and privileges:

1. Use of a 32 foot slip (a maximum size boat of 26 feet)
2. Use of the slip for one week per calendar month.
3. Share this slip with other Slip-share members

c. There shall be a limit of 16 Slip-share members and 4 32 foot Slips available for this type of membership

4. LIFETIME MEMBERS

a. A Moorage Member who has been a Member for a period of thirty (30) years and has been an officer or trustee in the Club, for a total of three (3) years, shall be eligible to become a Lifetime Member. A Lifetime Member shall not be obligated to pay dues. A Lifetime member who is a Moorage Member shall be obligated to maintain a current Moorage Contract and pay Moorage fees.

b. Nominations may be made by any Moorage Member at any Member Meeting, and shall be affirmed by a majority vote of the Moorage Members present.

5. HONORARY MEMBERS

Any person not a current member may be nominated and elected an Honorary Member at any Member Meeting for not more than one year at a time, and who has made a significant contribution to safe boating or to the benefit of this club. Nominations shall be affirmed by a majority vote of the Moorage Members Present.

ARTICLE IV: FEES, DUES AND CHARGES:

A. Fees, Dues and Moorage Charges shall generally be determined at the same time and as part of the annual Budget, for the next boating season.

B. The Trustees shall review fees, dues, and moorage charges to be paid by the members of the Club. Their recommendations for any changes shall be posted on the bulletin board and the website, at least ten (10) days prior to the meeting in which they will be discussed.

C. Any changes to the existing fees, dues and charges to Members must be approved by vote of two-thirds (2/3) of the then present Moorage Members.

D. Moorage Members shall pay the following:

1. A one-time payment into the Self-Insurance fund due within 30 days after being elected to membership.

2. Contributions to equity: A member shall make a contribution to equity in two payments, the first one due on the next Nov. 1st after being elected to membership, and the second payment being on Nov. 1st of the next succeeding calendar year. These payments shall be evidenced by promissory notes (without interest) issued by the club to the Moorage Member. These notes shall be redeemable when the membership is terminated or at the dissolution of the Club.

3. Membership dues are payable for the first year within 30 days after being elected to membership, and are pro-rated on the following schedule. Thereafter membership dues are payable on September 1st of each year.

4. Summer Moorage fees are due and payable on April 1st of each summer boating season. Moorage contracts and moorage contract deposits are due on Nov. 1st for the next boating season. Winter Moorage fees are due and payable on Nov. 1st for the next winter moorage season.

F. Non Moorage Members shall pay the following:

1. A one-time payment into the Self-Insurance fund due within 30 days after being elected to membership.

2. Membership dues are payable for the first year within 30 days after being elected to membership, and are pro-rated on the following schedule. Thereafter membership dues are payable on September 1st of each year.

G. Membership Dues shall be prorated for the first year of membership as follows:

<u>Date Elected to Membership</u>	<u>Amount Due</u>
September 1 st to April 30 th	100%
May 1 st to May 31 st	75%
June 1 st to June 30 th	50%
July 1 st to July 31 st	25%
August 1 st to August 31 st	None

H. Prorations: If a Member shall for whatever reason resign from this Club, their last year's fees, dues and moorage charges shall be refunded as follows:

DUES:

<u>Resignation Month</u>	<u>Amount OF Dues Refunded</u>
December or Prior	100%
January, February,	75%
March, April	50%
May, June, July, August	None

MOORAGE CHARGES:

<u>Resignation Month:</u>	<u>Amount OF Moorage Charges Refunded</u>
Prior to: May 31	100%
June 30	86%
July 31	71%
August 31	57%
September 30	43%
October 31	28%
November 30	14%

I. Boating Seasons: There are separate Moorage fees for the Summer Boating Season and Winter Moorage Season.

1. The Summer Boating Season shall be May 1st to November 30th of each calendar year.
2. The Winter Moorage Season shall be from December 1st to April 30th of each calendar year.

J. Calculation of Moorage charges: Length of Member's Boat and Personal Watercraft

1. Moorage charges for all boats are generally based on the length of the boat measured from the tip of the pulpit to the outer edge of the swim platform. Final determination of the minimum footage required to moor a boat at the Club docks will be made by the Rear Commodore. All boats shall have the additional amounts added to their boat length, required for boat docking purposes.

- a. 26 feet or less: plus 6 feet
- b. more than 26 feet: plus 10 feet

2. Moorage fees for Personal Watercraft shall be determined by the Trustees annually at the same time that moorage fees for boats are determined.

K. Contributions to the Self Insurance Fund: The purpose of the Self Insurance Fund is to provide a reserve cash fund to cover losses normally covered by "hull" insurance coverage. In addition to the payments by new members, the Treasurer, at the direction of the Trustees, shall deposit into this fund an amount, up to 10% of the gross annual moorage fees, (including summer and winter), in order to maintain the Self Insurance Fund amount at \$50,000, or an amount equal to the deductible of any "hull" insurance then in effect, if less. The Trustees may authorize the Treasurer, when necessary and in the best interest of the Club, to withdraw funds from the Self Insurance Fund and to transfer these funds to the Club's general checking account.

L. Transient Boaters may use the harbor facilities with the permission of the Rear Commodores or one of the members of the Board of Trustees, and shall pay a fee for the use of the Harbor facilities. Fees for transient boaters shall be determined at the same time as annual dues and moorage fees.

ARTICLE V: OFFICERS

The elected Officers of this Corporation shall be:

- A. COMMODORE
- B. VICE COMMODORE
- C. REAR COMMODORE
- D. SECRETARY
- E. TREASURER
- F. TRUSTEE

ARTICLE VI: NOMINATING COMMITTEE; NOMINATION OF OFFICERS

A. Nominating Committee: Members shall nominate and elect (3) Moorage Members at the annual meeting in July of each year, to act as the Nominating Committee.

B. List of Candidates: The Nominating Committee shall make and publish on the bulletin board and on the website, and by email to all members, its list of candidates for each office, at least ten (10) days prior to the annual meeting in July. Any other three (3) Moorage Members in good standing may nominate candidates (with the Candidate's approval) for any office. That list shall be provided to the Secretary, and be published in the same manner as the Nominating Committee's list, not later than three (3) days prior to the annual meeting. In the event that no candidate has been nominated for a position before the annual meeting, then nominations will be accepted from the floor for the missing position(s) only.

ARTICLE VII: ELECTION OF OFFICERS; TERM OF OFFICE

A. Election of Officers: The annual meeting shall include as its purpose the election of Officers for the next ensuing term. Candidates who receive a majority number of affirmative votes of the Moorage Members present shall be elected.

B. Term of Office: All Officers of the Club and all members of the Board of Trustees, unless otherwise provided for in this Constitution, are to be elected for a term of (2) years, and until their successors are duly elected, or until their earlier resignation, removal from office, or death. The outgoing Commodore will conduct the annual meeting and elections. Incoming Officers will assume their duties immediately following the meeting.

ARTICLE VIII: BOARD OF TRUSTEES

A. Members of the Board: The Board of Trustees shall consist of the Commodore, Vice Commodore, Rear Commodores, Secretary, Treasurer, immediate Past Commodore and one other Trustee duly elected by the Club Membership. In the event the Past Commodore is elected to any office, a second Trustee is to be elected.

B. Term: Trustees shall serve for a term of (2) years and until their successors are duly elected, or until their earlier resignation, removal from office, or death.

The Trustees shall be elected by the Club's Members in the same manner and method as other Officers are elected.

C. Removal: All of the Trustees or any individual Trustee, or Officer, may be removed from Office with the following procedure: A written complaint signed by five (5) Moorage Members stating the reasons for such action shall be communicated to the Secretary, posted on the bulletin board and on the website, and by email to all members, at least five (5) full days prior to any meeting to consider removal proceedings. The Trustee, or Officer, in question shall be informed of these pending proceedings in person, and a copy of the written complaint handed to him. The affirmative vote of two-thirds of the Moorage Members present at a member meeting, if a quorum is present, is required to remove the Trustee or Officer. Such removal shall create a vacancy or vacancies on the Board. Removal from office shall not expel the officer from membership in the Club.

ARTICLE IX: APPOINTED COMMITTEES

The Commodore shall appoint all chairmen of committees deemed necessary. Such chairmen shall then appoint members of that committee from the Membership of the Club. Moorage and non-Moorage members are eligible to serve as committee chairmen or on committees.

Budget and Finance
Building and Grounds
Commissary
Historian
Internet
Insurance
Legal
Special Committees
Website
Women's Auxiliary

ARTICLE X: MEETINGS

A. Monthly Meetings: Monthly Member meetings shall be held on the third Monday of each month, and will be held at the Club facility or other place designated by the Commodore if the facility is not available. All meetings shall be scheduled at 7:30 P.M., unless the Membership is otherwise notified.

B. Annual Meeting: The annual meeting of the Club membership shall be held on the third Monday of July of each year at the Club facility or at a place to be designated by the Commodore in the event the Club facilities are not available for such meeting.

C. Special Meetings: Special meetings of the Club membership can be called at the discretion of the Commodore or upon written request of any two (2) Moorage Members of the Club. The members' request shall include the purpose for which the meeting is called, and shall be delivered to the Secretary, who shall notify the entire membership of the meeting and the purpose of such special meeting. Notice of the special meeting shall be emailed and posted on the website no later than three (3) days prior to the date of such meeting. Special meetings are limited in agenda to the subject for which the meeting was called.

D. Location of Meetings: Any meeting not held at the Club facility must be held at a location no more distant than ten (10) miles from the Club Facility.

E. Notice of Meetings: Notice of Member meetings will be sent by email to each Member and posted on the website no later than three (3) days prior to the date of such meeting.

F. Suspension of Monthly Meetings for Winter Months: Monthly meetings are suspended for the months of December, January, February, and March each year; however, a special meeting may be called if a need arises.

F. Meeting to Amend Constitution and By-Laws: In the event that a matter for consideration at any meeting shall be to amend the Constitution and By-Laws, then the required advanced notice of a meeting shall indicate that such action is planned with the proposed amendment included in the emailed notice..

G. Quorum: At all member meetings, a quorum shall consist of ten (10) Moorage Members.

ARTICLE XI: ARREARAGES

A. Loss of Seniority or Dismissal: The Board of Trustees may post on the bulletin board of the Club the names of such Members who have failed to pay their accounts in full within thirty (30) days after the due date. In the event that such account remains unpaid after expiration of the thirty (30) days from the date of posting of the names on the bulletin board, then such Members shall be considered for loss of seniority or dismissal from the Club.

B. Dock space reassigned: If a Moorage member fails to pay the moorage fees due in full by June 1st, then the Trustees of the Club may notify the member of their intention to reassign the Member's dock space, and provide the Moorage member time to pay his moorage fees due. After that, the Trustees may order the Moorage Member's dock space be reassigned, and may order the removal from Club property the boat and other property of that Moorage member.

C. Payment of Arrearages upon Termination of Membership: Upon termination of membership, for any reason, all arrearages owed to the Club including, but not limited to, moorage fees, late charges, commissary billing, and dues, must be paid immediately. Such arrearages shall be deducted from the Member's equity contribution. If the equity contribution amount is insufficient to cover such arrearages, the Member shall be liable for the difference.

ARTICLE XII: MEMBERSHIP ACCEPTANCE, RESIGNATION, SUSPENSION and EXPULSION

A. Election to membership: Moorage Members shall vote on the acceptance or rejection of any applicant for new membership or a change in membership status. Voting shall be by secret ballot or secret blackball system. Applicants must receive a two-thirds (2/3) majority number of affirmative votes of the Moorage Members present to become a Member.

B. Resignations: All resignations from membership shall be submitted in writing to the Club Secretary. The Secretary shall notify the members of the Board of Trustees of the receipt of a member's resignation.

C. Suspension and Expulsion; Board Action: Upon receipt of a written complaint signed by any Member, about the conduct of another Member, in violation of any rules, regulations or laws of this Club, or of conduct not becoming a gentleman or lady, the Trustees shall meet and consider the charges, and if convinced of the charges, may take whatever action deemed appropriate, which may include a warning, a reprimand, limitation of privileges, loss of dock space, loss of seniority rights, or the suspension of membership privileges. The actions of the Board shall be effective immediately and for the period specified.

D. Referral to the Membership: The Board of Trustees may decide to present the matter to the members, at a Member meeting, and may do so, in accordance with the following: The Board shall present the matter to the members at a special meeting or the next monthly Member meeting, and make a recommendation to the members. The question of warning, reprimand, , loss of dock space, or loss of seniority rights, suspension or expulsion, or any other action deemed appropriate, shall be determined by the Moorage Members, and voted upon by secret ballot or the secret

blackball system, and shall require an affirmative vote of two-thirds (2/3) majority of the Moorage Members present. Any Member so charged with misconduct shall be personally notified of the time, place and purpose of such meeting and shall have the right to appear and be heard.

ARTICLE XIII: ORDER OF BUSINESS

Call meeting to order.
Reading of previous minutes by the Secretary.
Reports of Officers
Reports of Committees.
Unfinished business.
New business.
Historian's Report
Election of new Members.
Election of Officers if annual meeting.
Adjournment.

The above order of business may be suspended or modified at any meeting by majority vote of the Members present.

ARTICLE XIV: AMENDMENTS

A. Proposed amendments to the Constitution and By-Laws shall be presented to the Members as follows:

1. By the Board of Trustees
2. By written motion signed by (2) Moorage members and presented to the Club Secretary.

B. Voting Procedure: Such proposed amendment, shall be presented to the Members for their approval at a Member meeting, and a approval of the proposed amendment shall require a two-thirds (2/3) affirmative vote of the Moorage members present.

ARTICLE XV: HEAD BOAT AND CLUB FACILITIES; PET POLICY

A. Open year round: The Head Boat and Club Facilities are to be open year round, weather and river conditions permitting, and all Members are encouraged to use them. The Head Boat and Club Facilities can be taken out of commission for maintenance and repairs, or by order of the Board of Trustees.

B. Family and Guest policy: Members and/or their spouses and immediate family, and guests are welcome to use the facilities at any time, including all club events. Family Members and guests are to be under the direct supervision of the Member or spouse of Member.

C. Pet Policy: Pets are welcome at all times, however, Owners of pets shall assure that other members and their family and guests are not bothered by any pet. Pets must be on leash when on the Head Boat and another member is present. If a member requests then the pet shall be removed from the Head Boat. No pets shall be allowed on the Head Boat during social functions.

D. Members responsible for Conduct: Members are responsible for acts and conduct of their family members, guests and pets at all times.

E. Private Parties: All Members are welcome to use the Club facilities for private parties at no charge. All dates are available throughout the year except Fridays, Saturdays and Sundays from May 1 to September 15. To reserve use of the Head boat, a Member must clear the date with

the Vice Commodore, who shall post the date on the bulletin board and on the website. It shall be the responsibility of the Member to leave the club facilities clean and to the satisfaction of the Vice Commodore. If the club facilities are not left in a condition acceptable to the Vice Commodore, then the Member shall reimburse the club for actual cost of clean-up, the amount to be determined solely by the Vice Commodore.

F. Use by other members during parties: All Members are permitted to use the facilities of the Club at any time regardless of private parties in progress. Members are encouraged to accommodate the private parties and maintain the goodwill of the Club.

G. Outside organized groups must have a Member in attendance at all times.

ARTICLE XVI: HARBOR MASTER

A. Purpose: The Harbor Master is provided by the Club for the purpose of maintaining the Club facilities.

B. Under contract: The Harbor Master shall be under contract with the Board of Trustees,

C. Supervision: The Harbor Master is under the direct supervision of the Rear Commodores, and is not to be given orders by any other Member. The Harbor Master is not to work on Members' boats without the permission of the Rear Commodore(s).

D. Suitability for Employment: The Board of Trustees shall, at its discretion, determine the suitability of persons for this position, and the terms and conditions of the contract with the Harbor Master. The Rear Commodores shall assist the Board of Trustees in determining the suitability of persons for this position.

E. Termination The Board of Trustees shall, at its sole discretion, have the authority to terminate the contract with the Harbor Master, at any time, and for any reason.

ARTICLE XVII: BEHAVIOR; WEAPONS POLICY

A. Behavior Policy: All persons using the facilities of the Club are not allowed to act recklessly, or to perform any activity that might be hazardous to the safety of themselves or others.

B. Members Responsible for Family and Guests: Members are financially responsible for the negligence or damages caused by the Member, the Member's family or guests, or pets, to the Club facilities or to other members or members' property.

C. Weapons Policy: There shall be no discharging of firearms, B-B guns, pellet guns, bows and arrows or other dangerous weapons on Club property. If a member has a weapon to be used for the member's personal protection on his boat, the member may carry such weapon to and from the member's boat in a safe condition and manner, and without creating a nuisance.

ARTICLE XVIII: LOSS OR DAMAGE; INSURANCE CERTIFICATE; CONDITION FOR MOORAGE

A. Club not a Bailee: The Club is not responsible for the loss or damage to the property or person of any Member or guest. The Club is not a "bailee" of any person's property.

B. Moorage Member Insurance Requirement: Each Moorage Member is obligated to carry insurance in the amount of the fair market value of the Member's boat, for damage to the

boat(s) and liability coverage for bodily injury and/or property damage to other persons or property with a limit of not less than \$300,000 each accident or occurrence.

C. Proof of Insurance Certificate: As proof of said insurance each Moorage Member shall annually provide to the Ohio River Launch Club a Certificate of Insurance evidencing such insurance. This certificate shall require a 10 day advance notice by the carrier to the Club in the event of cancellation. This Certificate must be provided to the Rear Commodore before the Member's boat(s) can be moored or stored at the Club.

D. Equivalent Evidence of Insurance: If the insurance carrier refuses to provide the certificate of insurance, the member shall provide proof of insurance satisfactory to the Rear Commodore. Failure to maintain the required insurance and evidence thereof shall be cause for the removal of the Member's boat(s) from the Club and for membership suspension and expulsion pursuant to Article XII.

ARTICLE XIX: PARKING; BOAT LAUNCH RAMP; HANDICAP PARKING

A. Parking Lots: The upper and lower parking lots are reserved for Members and their guests, and car parking shall generally be in marked areas only. It is highly recommended that Members or guests do not leave their automobiles in either the lower or upper lots for any extended period of time to reduce the possibility of damage from high water, vandalism or theft. The Club shall not be responsible for any damage to cars in either Club parking lot.

B. Boat Launch Ramp: The Club shall preserve a ramp for Members to launch small boats or personal watercrafts. This ramp is on the down river side of the walkway to the fleets. No parking of cars, trailers or motorcycles will be allowed in this area, unless authorized by the Rear Commodores.

C. Handicapped Parking: The Rear Commodore shall designate at least one parking space in the parking lots as reserved for handicapped parking and it shall be appropriately marked.

ARTICLE XX: DISPLAY OF CLUB BURGEE

The official "Burgee" for the Ohio River Launch Club shall be designated by the Board of Trustees. Each Member is encouraged to fly the Club's burgee on the Member's boat when it is moored in the harbor or participating in club activities. All new Members shall receive a club burgee without cost and paid for by the Club.

ARTICLE XXI: KEYS TO CLUB FACILITY; SECURITY GATE

A. Keys: The security gate and doors to the Head boat have the same lock assembly. Two keys are furnished to each Member for the Member's use. Additional keys must be obtained from the Vice Commodore. Lost keys should be immediately reported to the Vice Commodore.

B. Security Gate and Headboat: To maintain the harbor as secure as possible, Members should keep the Security gate closed and locked at times when the Harbor is not attended. Also, the doors of the Headboat should be kept closed and locked when the Harbor is not attended.

ARTICLE XXII: VACANCIES IN BOARD OF OFFICERS OR TRUSTEES

In the case of any vacancy of the Officers or Trustees through death, resignation, disqualification or other cause deemed sufficient by the Trustees, the Nominating Committee will nominate a replacement candidate. The candidate's name will be posted on the bulletin board and web site at least ten (10) days before the next meeting. At the next meeting, the candidate will be

voted upon. Additional nominations can be made from the floor at the time of the meeting. The successor will hold office for the unexpired portion of term of the original Officer or Trustee. Candidates shall be elected as specified in Article VII.

ARTICLE XXIII: COMPENSATION

No Officer or Trustee shall receive compensation for services. The Rear Commodores shall receive free moorage during their term of office, for only one vessel each.

ARTICLE XXIV: SENIORITY RIGHTS; DOCK SPACE RIGHTS

A. Seniority Rights: Seniority is established as of the approval date of the application for membership. If two, or more, applications are approved on the same date, the one who pays all fees, dues, and loans first shall have seniority. In case a tie still remains, the one with the earliest date on the application shall have seniority. If there is still a tie, seniority shall be based upon alphabetical order of last name, then first name, then middle name.

B. Secretary to keep Seniority List: The Secretary shall be responsible for maintaining a list of all Moorage Members, which shall be in order by seniority. . This list shall be used to establish seniority for assigning moorage space which becomes available from time-to-time.

C. Assigning Dock Space: Dock Space shall be assigned to the most senior Moorage member requesting an available dock space. Once a Member has contracted and paid for a particular space for one full season, he/she has the right to that location over all other Members regardless of seniority. The Rear Commodores have the right to move any boat, at any time, forward or back, up to one moorage space to promote efficient usage of all available dock space. Any cost for moving the Member's dock space shall be at the Club's expense.

ARTICLE XXV: EXPENDITURES; EMERGENCIES

A. Authority to spend money: No Member of the Club can expend Club money without budget authority or specific approval. The Commodore and the Rear Commodores have the right to approve emergency expenditures to preserve the assets of the Club.

B. Amounts up to \$500.00 Authorized: The Commodore and the Rear Commodores have the right to approve non-emergency maintenance expenditures up to \$500.00 on any one expenditure without approval .

C. Board of Trustees Approval: All other expenditures shall be with the approval of the Board of Trustees only.

ARTICLE XXVI: BOAT OWNERSHIP

A. Family Owned Boats: Boats owned jointly by husband and wife will be treated as if the vessel was owned by only one of them, and only one of them shall be required to be a Moorage Member to obtain a Moorage Contract.

B. Jointly Owned Boats: Every boat subject to a Moorage Contract must be owned by a Moorage Member. For vessels that are owned jointly or by partnerships or corporations, all individuals, partners or all shareholders of the corporation must be Moorage Members.

ARTICLE XXVII: DISSOLUTION

A. Dissolution Proceedings: A vote to dissolve the Club shall require an affirmative vote of 2/3 of ALL CURRENT MOORAGE MEMBERS.

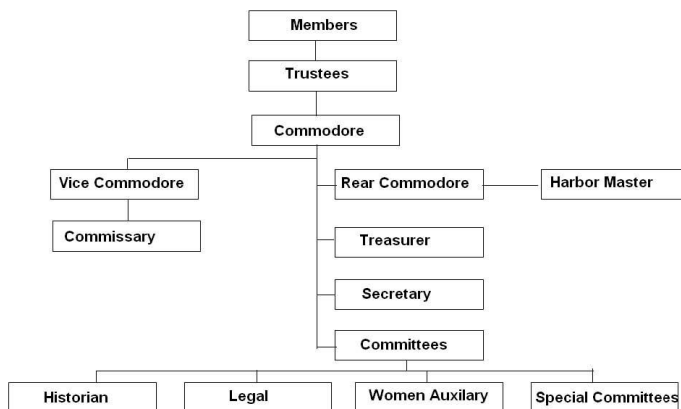
B. Dissolution Procedure: In the event of dissolution: (1st), all of the assets of the Club shall be sold and liquidated, (2nd) all of the outstanding debts and obligations of the Club shall be paid; and (3rd) Any remaining assets shall be distributed equally to the Moorage Members in good standing.

ARTICLE XXVIII: PROXIES IN WRITING ONLY

A Moorage Member may give his voting privilege to another Moorage Member in writing only, and a copy of that written Proxy must be presented to the Secretary at or before the time of the exercise of the Proxy.

ARTICLE XXIX: CHAIN OF COMMAND

The following is the chain of command organization chart of the Ohio River Launch Club, Inc.:



ARTICLE XXX: SUBLET OF DOCK SPACE

A. Long term Sublet of Dock space by Moorage Members Only: A Moorage Member, in good standing, may sublet his dock space only to another Moorage Member, with the prior approval of the Rear Commodores. Only Moorage Members are permitted to sublet their dock space.

B. Short term Sublet of Dock Space: A Moorage Member who is temporarily not using the Member’s assigned dock space may allow that dock space to be used by another Moorage Member, Non-Moorage member, Slip-Share Member, or Non-Member, only with the prior approval of the Rear Commodore; and only for a period not to exceed 10 days in any one Moorage Season. If the dock space is occupied for more than 10 days, then the Club shall have the right to treat the occupier as a TRANSIENT BOATER (Article IV) and charge for and receive Transient Boater fees.

C. No Assignment or Sale of Moorage Member’s Dock space rights: A Moorage Member shall not be entitled to assign the Member’s right to dock space to a subsequent purchaser of his boat or to any other person.

ARTICLE XXXI: QUIET HOURS

Quiet hours Monday through Thursday will be from 11:00 p.m. until 9:00 a.m. On Fridays, Saturdays, Sundays and Holidays, quiet hours will be from Midnight to 9:00 a.m. Club functions will be exempted from the quiet hours.

ARTICLE XXXII: INDEMNIFICATION

A. Indemnification: The Ohio River Launch Club, Inc. shall indemnify each past, present or future Trustee, Officer or Committee Chairman or Member (and their heirs, executors and administrators) from liability, including defense cost and fines, arising out of the position of Trustee, Officer, or Committee Chairman or Member, if they acted individually or collectively in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Ohio River Launch Club, Inc.; and had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (s) did not act in good faith and in a manner which was reasonably believed to be in or not opposed to the best interests of the Ohio River Launch Club, Inc.; and with respect to any criminal action, or proceeding, they had no reasonable cause to believe the conduct was unlawful.

B. Determination of Good Faith by Members: In the event of a termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent; which is adverse to the individual (s), Trustee (s), Officer (s) or Committee Chairman or Member(s), a majority of disinterested Moorage Members shall determine if the person (s) met the standard of conduct of operating in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Ohio River Launch Club; and with respect to any criminal action or proceeding, they had no reasonable cause to believe the conduct was unlawful.

C. Insurance Provided: The Ohio River Launch Club, Inc. may purchase and maintain insurance on behalf of any Trustee, Officer, or Committee Chairman or Member for any liability asserted against them (individually or collectively) in any such capacity, or arising out of their status as such, whether or not the Ohio River Launch Club, Inc. would have the power to indemnify them against such liability.

ARTICLE XXXIII: DUTIES OF OFFICERS AND COMMITTEES

A. TRUSTEES

The Trustees shall have ultimate authority on all matters not otherwise designated within the By-Laws. They shall perform generally all the duties usually associated with the Board of Directors of similar corporations. They shall prepare a budget for the approval of the members at a Member Meeting. They shall meet a minimum of every calendar month. They shall designate where different types of boats may be moored in the harbor, including by size, power, and class.

B. COMMODORE

It shall be the duty of the Commodore to command the Club; enforce the Constitution, By-Laws, Regulations; and to preside at all meetings of the Club. The Commodore shall perform generally all the duties usually associated with Presidents of like corporations. The Commodore shall be accountable to the Trustees as a President is accountable to the Board of Directors of like corporations.

Duties and Responsibilities:

Plan, coordinate and monitor all activities of the Officers and committees.

Call a Trustees' meeting at least once a month.

Call a Budget meeting of the Trustees in August before the regular Member meeting of the Club.

Appoint Chairmen to the standing Committees and Positions of the Club not designated to other Officers

C. VICE COMMODORE

The Vice Commodore shall assist the Commodore and perform all the duties of the Commodore in case of absence or disability of the Commodore, shall serve as Membership Chairman, shall receive and process all applications for membership, and be responsible for sending a copy of the Constitution, By-Laws and Regulations to all new members. He acts as Custodian of Keys. He is the person responsible for increasing membership and shall determine the appropriate methods best suited to the current "times" for attracting new members to Ohio River Launch Club, Inc., with the approval of the trustees. He approves the use of the Head Boat for Scheduled events and maintains the events calendar. He is responsible for all Entertainment activities of the Club and for the Commissary Committee

D. REAR COMMODORE(S)

The overall function and purpose of this position is to manage the physical operations of the Club.

Duties and Responsibilities:

1. The Rear Commodore(s) shall assist the Commodore and Vice Commodore; and perform all of their duties in case of absence or disability of both at any time;
2. recommend the hiring/termination of the Harbor Master, to the Trustees;
3. Insure that the Harbor Master executes his/her duties. (See Harbor Master),
4. The Rear Commodore(s) shall prepare and present to the trustees, at least annually, a list of projects, with projected costs, to be completed for the season
5. Assign dock space in accordance with ARTICLE XXIV.
 - i. Assign existing moorage space holders first.
 - ii. No moorage member can be moved more than one space on the same side of the fleet without the Member's consent unless he/she fails to renew his/her moorage by November 1st.
6. Approve "temporary" docking with the approval of the Member holding that space.
7. Mail out Moorage Contracts by October 1st and allot space (by means of signed contract with Deposit received) by December 1st. Space assignments are to be posted.
7. Hold Insurance Policies and insure that all Members mooring boats at Ohio River Launch Club, Inc. meet, or exceed, the insurance requirements of the Club.
9. Present itemized capital expenditures budget to Trustees prior to August 1st for the coming year.
10. Advise Members of "Work Details."
11. Except in emergencies, obtain bids from outside contractors when expenditures are in excess of five hundred dollars (\$500.00) and recommend to the Trustees the awarding of the bid.
12. Purchase, within approved budget, items necessary to maintain the facilities. Items exceeding five hundred dollars (\$500.00) must be approved by the Trustees, unless an emergency exists.
13. Recommend to the Trustees the hiring of temporary personnel.
14. Maintain the facilities to ensure the safety of the Members and the property of the Club.
15. Advise the Treasurer of any non-member groups using the Head Boat so that the proper charge can be made.
16. Maintain the grounds including the headboat, parking lots, barge, pump out station, bridges, docks, grass and grass cutting, trimming, signs, flowerbeds and plantings, trash, trash

removal, remove debris from around the harbor facility (on land as well as in the water), and to keep all facilities safe for the use by all persons and boats.

E. SECRETARY

The Secretary shall keep and record all minutes of meeting of the Members and the Trustees, and perform generally all those duties usually associated with the office of the Secretary.

Duties and Responsibilities:

1. Email reminders of all meetings to the Members and Trustees of upcoming meetings not more than 5 days, nor less than 3 days, prior to the meeting.
2. Keep typed minutes of all meetings and post them on the web site within 5 days of any general membership meetings being held, and, email minutes of all trustee meetings to the trustees within 3 days of a Trustee meeting.
3. Maintain the seniority lists, membership lists, and, previous officers list.
4. Write routine correspondence.
5. Purchase and handle stationery supplies.
6. Keep the "Official Copy" of the Club's Constitution, By-Laws, and regulations and bring it to all meetings of the Club. Keep it up to date with changes and revisions.
7. Maintain the most current database on the membership of Ohio River Launch Club, Inc. and share it with the other officers as they need it or any member,
8. Maintain an updated membership list on the web site with the data content as approved by the Trustees.
9. Maintain minutes of all meetings in an electronic format acceptable to the Trustees.

F. TREASURER

The Treasurer shall bill and collect and have charge of all monies and securities of the Club and shall disburse or otherwise deal with the same in accordance with the directions of the Trustees and the Constitution and By-Laws of the Club. At the expiration of his/her term, or as ordered by the Trustees, the newly-elected Trustees shall cause an audit of the Club's finances to be made. He/she shall turn over to his/her successor all records, monies and securities as promptly as possible.

Duties and responsibilities:

1. Keep Club books accurately in accordance with generally accepted accounting principles using Quick Books, or, other Trustee approved software.
2. Maintain a separate accounting of the Depreciation Fund. However, comingling of funds is permissible.
3. Pay the Harbor Master when due.
4. Bill Members and new Members all fees, dues, moorage (based upon Moorage contract data supplied from the Rear Commodore), notes, etc.
5. Manage the Depreciation Fund (if applicable) in accordance with the following:
 - i. Fund to be used only for major replacements or improvements to Club facilities. It does not cover regular repair or maintenance.
 - ii. Contributions to the fund shall be thirty percent (30%) of all receipts from Dues and Moorage.
 - iii. The contribution percentage is reviewed once a year (at the time the budget is established) to determine if the percentage should be changed. The Treasurer will compile the necessary figures to make this evaluation. The Trustees will make a recommendation to the Membership (at the time of Budget approval) as to whether or not the percentage should be changed. If so, this must be approved along with the Budget.
6. Hold all Club-related Insurance Policies

7. Prepare a monthly financial report for the Trustees and General Membership meetings.

G. COMMISSARY COMMITTEE

The Commissary Committee is responsible for all commissary operations (including purchases, inventories, withdrawals, establishment of prices, and billing and collection of Members' accounts. Commissary supplies include beverages, embossed and embroidered items, burgees, flags and party supplies.

Duties and responsibilities:

1. Work with Vice Commodore and bill Members for parties and activities.
2. Secure and provide to the members for purchase burgees and other such items as deemed appropriate.
3. Keep a record of the Commissary accounts, including all financial transactions, purchases, sales, and inventory control.
4. submit a report at the regular monthly meeting to the Members on the status of the accounts.

H. INSURANCE COMMITTEE

This Committee is appointed by the Commodore when deemed necessary, and is responsible for the study and analysis of the Club's insurance needs and making recommendations (including specific policies and insurance companies). The Committee is responsible for reporting to the Trustees on their recommendations prior to the expiration of each policy.

Members of the By-Laws Revision Committee:

Robert Elfers Jr.
John Gadberry
Terry Glasgow
Dave Moeggenberg
Jim Nordloh
Legal Review by: Kevin Hopper