

COLUMBIA RIVER YACHT CLUB

HOUSE & MOORAGE RULES

The following rules and regulations have been adopted by the Board of Directors.
See most current version in CRYC Weekly Blast

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Section A. Clubhouse, Club Equipment, Grounds, and Services

(1) Members will be solely responsible for any loss, damage, or injury which may result from their use of any Club owned, leased, or rented equipment and facilities.

(2) Meetings or social functions held on the Club premises but not sanctioned by the Club must be sponsored and paid for by an attending Club member and must be authorized in advance by the Club Manager. Meetings or social functions held in or about the clubhouse are subject to the House & Moorage Rules, and additional conditions as set forth in the rental agreement.

(3) The speed limit for motor vehicles on the Club grounds is 10 miles per hour. The privilege of parking motor vehicles, recreational vehicles, trailers, and boats on trailers shall be subject to the following requirements:

(a) Motor Vehicles. Each member may receive up to 3 window stickers for his or her motor vehicles. Each member motor vehicle with a sticker shall be permitted to be parked on Club grounds without restriction while the member is using Club facilities. From May 1st, through October 1st members may park their vehicles on Club grounds and will incur no fees. From October 1st through May 1st vehicles may be charged for long term parking. See Section F for details.

(b) Recreational Vehicles. Each member shall be permitted to park his or her recreational vehicle on Club grounds for a period of no more than 4 consecutive days without a permit, and not more than 21 days in any 120-day period with a permit issued by the Club. Recreational vehicles owned by non-members may be parked for no more than 1 day at a

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time without a permit, and no more than 21 days in any 120-day period with a special permit issued by the Club, and provided that the non-member is accompanied by a member of the Club.

(c) Trailers and Boats on Trailers. Non-members shall not be permitted to park trailers or boats on trailers on Club grounds without the prior written consent of the Club Manager. Members shall be permitted to park trailers and boats on Club grounds for a period of 2 consecutive days without a permit, and for additional periods only with a special permit issued by the Club.

(d) Duration and Location. All motor vehicles, recreational vehicles, trailers, and boats on trailers shall be parked only at locations designated by the Club Manager. The above parking privileges on the part of any member may be revoked by the Club Manager or the Board of Directors at any time. Permits are issued by the Club Manager. Deviations from the above-specified lengths of time must be approved in advance by the Board of Directors. All motor vehicles, recreational vehicles, trailers, and boats on trailers improperly left on Club grounds shall be subject to current storage fees and impound charges as set by the Board of Directors. Waste oil and coolant fluids shall be disposed of only in containers provided by the Club designated for waste oil or alternatively removed off Club grounds. No other liquid chemical waste shall be disposed of on the Club grounds. No waste material may be brought onto the Club property.

(4) Only refuse generated from the use of boats and boathouses in the Club moorage or from Clubhouse facilities shall be placed in dumpsters provided by the Club. No liquid waste products, environmentally dangerous waste products or waste products which pose a potential fire hazard shall be placed in the dumpsters or elsewhere on Club property.

(5) After use, all Club-owned handcarts or wheelbarrows shall be immediately returned to the designated storage spaces adjacent to the top or bottom of the ramp. They shall be stored in a position so as not to collect rainwater.

(6) Children aged 12 and under must wear life jackets while within the Club moorage, and at all times must be accompanied by a supervising adult while within the Club grounds, moorage, or clubhouse.

(7) Running, bike riding, skateboarding, or riding of any motorized vehicle is not permitted within the Club moorage, except motorized vehicles used by non-ambulatory members or guests, and the Club's power cart.

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(8) All dogs shall be on a leash while on the Club grounds or within the moorage. Members are responsible for cleaning up after their pets and shall use only designated pet areas on the Club grounds. No pets are allowed in the clubhouse.

(9) The use of fireworks or the discharge of firearms on the Club grounds or within the moorage is prohibited.

(10) Members shall not have US Mail, UPS, Fedex and similar packages delivered to the Club office. Deliveries should be made to your residence, PO Box, or to the authorized contractor performing work on your boat or boathouse.

(11) Swimming within Club moorage or within 150' of A-dock is strictly prohibited because of potential electric shock drowning hazard.

(12) Smoking on the patio is strictly prohibited and anyone who wishes to smoke must do so in the designated area on the south side of the clubhouse.

Section B. Use and Condition of Boats and Boathouses

(1) All boats and boathouses located within the Columbia River Yacht Club moorage should comply with all applicable laws, codes, and regulations of governmental agencies having jurisdiction. The grounds, clubhouse and moorage of the Club are intended for the recreational purposes of Club members, families and their guests. The use of any boat or boathouse located within the Club moorage as a residence is prohibited. If it appears a member may be using a boat or boathouse within the moorage as a residence, the Board or its designee will conduct an investigation. Such investigation will include the opportunity for the member in question to provide input to the Board demonstrating that no violation has taken place. If it is determined that a member is in violation, they will be issued a warning to discontinue their residence at the club. If after an additional 30 days, the member is still in violation they shall be subject to disciplinary action which may include termination of membership (restored per September 2016 Board minutes).

(2) Members shall operate their boats with no wakes inside the Club. The maximum speed limit for boats of any type in the Club moorage and within ¼ mile of the outer perimeter of the Club moorage is not more than 5 miles per hour and no wake is permitted. Members should role-model limiting wakes between the I-5 bridge and the East end of Tomahawk Island to be good neighbors and limit expensive damage to our own moorage and A-dock. Members are responsible for damage caused from their wake regardless of their speed.

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(3) The mooring or storage of boats along the Club walkways (including the gas dock), except for the purpose of loading, unloading, or fueling shall be by permit only. Permits will be granted only for areas to be designated by the Board of Directors from time to time. Permits generally shall be limited to 3 weeks unless a longer or shorter period is designated in these Rules or by the Club Manager. Members' boats may be moored along A-dock for up to 7 days without a permit. After 7 days the member must obtain a permit for a longer period which shall not exceed 3 additional weeks, unless a longer period is approved by the Board of Directors. The Board of Directors from time to time may establish fees which are required to be paid as a condition for issuing permits. The moorage at A-dock of boats owned by members of yacht clubs with reciprocal moorage privileges shall be authorized only by permit for periods of up to 7 days unless approval for a longer period is granted by the Club Manager. After the first day, fees shall be charged in amounts to be determined by the Board of Directors. Permits are issued by the Club Manager.

(4) All members' boats moored within the Club moorage shall display the Club Burgee.

(5) Only members of the Club in good standing shall have the right to use the Club-owned facilities, use or occupy any boat or boathouse located within the Club moorage, and be permitted on the Club grounds. Guests of members in good standing of the Club shall be permitted to be on Club grounds or within the Club moorage only for temporary periods and only when accompanied by the host member. The presence of outside contractors or suppliers may be permitted on a case by case basis as approved by the Club Manager. Special guests may be permitted on the Club grounds on a case by case basis by the Board of Directors.

(6) Liability insurance coverage for death, bodily injury, and property damage must be maintained by the owners and operators of all boats and boathouses which permanently or temporarily are located within the Club moorage with the Club as a named or additional insured. The minimum amount of coverage shall be \$1,000,000.00 combined single limit for both the boathouse and vessel within per occurrence, with not less than the federal regulation Title 33- Liability- ss 138.230 Limits of Liability (Pollution), the current limit (limits increase each year the limit for 2022 is \$997,100.00) for the vessel. The limits of insurance are the minimum limits that are acceptable. The limits can be satisfied with a combination of a primary policy, and an Umbrella (or Excess Liability) policy. The Umbrella (or Excess Liability) policy must include all the terms and conditions of the primary policies. Evidence of coverage must be provided to the Club at least annually and at any other time upon request by the Club in the form of a certificate of insurance, with not less than a 10-day notice of cancellation to be provided by the insurance company to the Club. Although the Club may provide notices or reminders to provide evidence of insurance, the members will not rely upon the Club to provide such notices or reminders. Each member waives all claims which could arise against the Club if any other member or other person fails to maintain in force required insurance, fails to maintain a boat, boathouse, or other equipment in a safe and sound condition, or fails to operate a boat, boathouse, or other equipment in

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a safe manner. Each member acknowledges and agrees that the obligation to comply with all Articles of Incorporation, Bylaws, House & Moorage Rules, other rules and regulations, and any agreements which the Club requires its members to sign are the obligations of the members. The Club has enforcement rights but does not have enforcement obligations.

(7) All members shall use and operate boats and boathouses in a safe and responsible manner within and outside the Club moorage. Members shall not permit any conditions to exist within or about their boats, boathouses, or moorage spaces, or take any actions within or outside the Club moorage or on the Club property which could endanger the health or safety of any persons or which could damage or destroy property. No member shall take any action which could harm the reputation or image of the Club.

(8) It is the sole responsibility of the members to keep all boats, boathouses, and other equipment owned or being used by those members within the Club moorage or grounds, whether on a temporary basis or permanently, and on any Club event outside the Club moorage or grounds, in a safe, seaworthy, sound, neat, and clean condition. It is not the duty of the Club to inspect boats, boathouses, or other equipment for safety or other purposes. However, it is the right of the Club to conduct inspections for any purpose which the Club considers to serve the best interests of its members. The members shall not rely upon any inspection or approval by the Club as an indication of the safety or soundness of any boat, boathouse, or other equipment owned by the members or by anyone else. The responsibility for the safety and soundness of all boats, boathouses, and other equipment shall always be the sole obligation of the owners and operators thereof. All boats and boathouses located within the Club moorage must conform with the following:

(a) New Boathouse Construction. New boathouses to be constructed in or to be brought into the Club moorage must comply with all of the following in advance of bringing the boathouses into the moorage:

(i) Construction and Design: The design, including plans and specifications, together with such other documents or information which might be requested, shall be submitted to the Moorage Committee and then approved by the Board of Directors. Plans shall show all dimensions including the overall length, width, and height. Plans shall include a floor plan and elevations showing windows, doors, walls, and all architectural features. Plans shall include all materials used or to be used, including a color schedule. The maximum height, together with the other characteristics of boathouses, shall be subject to approval by the Board of Directors on a case by case basis. All roofs shall have gutters the full length of the eaves. Doors designed for entry of boats shall be upward acting, and made of coil coated metal. Boathouses shall not have logs or any other flotation devices extend beyond the edge of any

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firewalk or decking, or in areas where there is no exterior decking or firewalk, the exterior walls.

(ii) New Boathouse Construction Materials:

- Exterior siding, trim, roofing, roofing trim, and roof eaves shall be of 26 to 29 gage cold rolled steel or other materials approved in advance by the Moorage Committee.
- Gutters and downspouts may be of steel, plastic or aluminum.
- Stringers shall be of pressure treated wood, steel, concrete, or other materials which will resist decay approved by the Moorage Committee.
- Front decking materials required by the Club shall be constructed only of pressure treated wood, grip strut, engineered deck materials or other materials approved by Moorage committee. The side firewalk shall be constructed only of galvanized steel, grip strut, engineered deck materials, or other materials approved by Moorage committee.
- All exposed wood, except for pressure treated wood and engineered deck materials, shall be painted or stained and maintained painted or stained. The use of carpet of any type on any exterior deck or firewalk surface is prohibited.

(iii) Floatation: All new or replacement floatation will be encapsulated foam.

Boathouses with steel stringers must have auxiliary floatation between each of the stringers. The Club may require that additional floatation be added to any boathouse if the Club deems the boathouse is not adequately supported.

(iv) Physical Inspection: The Moorage Committee shall confirm that the new boathouse was constructed in accordance with plans that were previously approved, prior to power connection and use.

(b) Boathouse Measurement. New and existing boathouses shall be measured for purposes of moorage space requirements and all other purposes as set forth below. The length and width of boathouses shall be measured by, starting at the headwalk, treating the furthest submerged or above-water extension on the opposite end and on each side (including required firewalks) as being the boundary for that entire end or side and the furthest lateral submerged or above-water extension on the other end and the other side as being the boundary for that entire other end and side. Boathouses will be measured as rectangles with the furthest submerged or above-water extensions on all sides marking the outside boundaries. All boathouses shall have firewalk of not less than 2 feet in width on each side and 3 feet on the front of the exterior of the boathouse walls, a 6-inch service area must also be made available between the headwalk and the front of the deck, this 6-inch service area will be included in the 3' measurement. The firewalks shall be constructed to support the weight of a fire fighter in full gear with hose. The open space (if any) between

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decking materials on the firewalk shall not exceed one inch. Except on boathouses which were otherwise authorized in writing by the Club prior to May 20, 2002, firewalks may not be omitted even if the boathouses are moored adjacent to a main Club walkway. (B-2, C-1, F-1) Omission of firewalks for such previously authorized boathouses is permitted only for so long as the boathouses remain at the location which existed on May 20, 2002. Clearance from the end of the logs or other approved flotation or the end of the deck must allow for movement of the boathouse in all directions, and be constructed in such a way as to prevent any damage to the Club headwalk. Cutouts in boathouse decks may be made by the boathouse owner or required by the Club to accommodate pilings, electrical meter bases, light posts, cable TV bases, fire system stand pipes, or similar elements.

(c) Zoning Plan. The latest edition of the Club moorage zoning plan as approved by the Board of Directors indicates the maximum length of any boathouse at any location within the Club moorage. Any deviations from this plan must be approved by the Board of Directors.

(d) Mooring of Boathouses. Boathouses shall be secured directly to the Club headwalk at both corners (including spring line attachment from both corners of the boathouse to a central connection point, or from a center point of the boathouse to the Club headwalk at both corners of the boathouse) with 1/2-inch galvanized deck lashing chain with a rated working load strength of 10,000 lbs. or more and ultimate or breaking strength of 45,000 lbs. or more. Connection of chains to the boathouse or Club headwalk shall be with shackles. Pelican hooks are not allowed. Connecting shackles shall be 3/4 inch G209 Crosby Domestic galvanized or approved equal. Shackles shall have a 3/4-inch bow diameter with a 7/8-inch pin. The shackles shall have a working load strength of 9,500 lbs. or more, and shall have 6 to 1 ultimate or breaking strength of 57,000 lbs. or more. Chains shall be fastened to the boathouse logs with an approved bracket. Boathouses shall be held off the Club headwalk or adjacent main Club walkway with approved standoffs. Standoffs shall be supplied and maintained by the boathouse owner and shall be attached to the Club headwalk and the main Club walkway only (using connection to whaler rods only, with approved brackets, to preserve integrity of the whalers). Other means of connection and additional pilings may be required at the member's expense and shall be approved in advance by the Board of Directors. It remains the responsibility of the boathouse owner to prove the adequacy of any other attachment method prior to submitting an alternate method to the Board of Directors for approval.

(e) Boathouse Access. Keys to all boathouses shall be deposited with the Club Manager to facilitate periodic inspection of boats and boathouses by the Moorage Committee or the

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Fire Marshall, and to facilitate emergency entry. A key to the boathouse will be stored in a Club supplied lock box mounted on the side of the boathouse on the 1st day of entry to the moorage. The cost of the lock box will be billed to the member.

(f) Condition of Boathouses. All boathouses must be maintained in a condition acceptable to the Moorage Committee and as approved by the Board of Directors. The storage of liquid fuels or flammable substances of any kind is prohibited except as normally used for fuel for a boat and kept in containers specifically designed and approved for that use. The use of unattended open element electric heaters and open flame heating devices in boats and boathouses, either permanent or temporary, is prohibited unless such devices are UL approved for the particular use, and unless such devices are installed according to all codes and requirements of any governmental agency having jurisdiction. Space heaters shall not be used with extension cords. Boats and boathouses shall be well ventilated to prevent the accumulation of fumes or gases which could cause a fire or explosion. Firewalks must be maintained clear of any obstructions, and shall not be used for permanent or temporary storage. As of January 1st, 2019 no boathouse shall be permitted the use of an open flame heating source.

(g) Signs. No sign shall be displayed on any boat or boathouse within the Club moorage indicating that the boat, boathouse, or other items are For Sale, Lease, or Rent. A member may display such notices in places within the Club grounds designated for that purpose by the Board of Directors.

(h) Electrical. All secondary power lines between electrical meters and boathouses shall be approved miners cable consisting of conductors with a minimum size of #2 AWG, having an approved restraining device at both ends, and shall terminate at the side of the boathouse, above the deck line, in an approved waterproof box. Such line shall be of sufficient length to permit the boathouse to be moved from its present position to a new position 10 feet in any direction. Such electrical connections shall be made by a licensed electrician. The Club will supply a 100amp circuit breaker disconnect at the metering pedestal. It is the responsibility of the boathouse owner to install all electrical devices and service according to all codes and laws, and to obtain any permits required from any governmental agency having jurisdiction. Owners of boathouses are required to have an electrical safety inspection by a licensed electrician as directed in writing by the Moorage Committee, to be performed every 3 years by October 31. A copy of the inspection report must be filed with the Club Manager, and maintained in the member's file. Boathouses, which are not electrically safe, shall have all deficiencies corrected by the date designated as directed in writing by the Moorage Committee. Boathouses which do not have

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deficiencies corrected by the date designated in writing by the Moorage Committee will be subject to having electrical service to the boathouse interrupted. The Club Manager can supply a list of licensed electricians. Electrical inspections shall include examination of the shore power cord connections to the hull of the boat.

(i) Plumbing. Water lines connecting to a boathouse shall be made with Kuri Tec K6136 by Kuriyama blue hose. Fittings shall be brass or copper. A one-way valve shall be installed in the water line to prevent the backflow of water. Such lines shall be of sufficient length to permit the boathouse to be moved from its present position to a new position 10 feet in any direction. All other plumbing pipe, including waste and vent pipe, shall be concealed within the boathouse structure, completely out of view from the exterior of the boathouse except for that portion of vent pipe which extends above the roof line. Waste line connections to the Club-owned sewer system shall be made by the Club staff only, for a fee paid to the Club by the member. A backflow prevention device is required for all boathouse sewer connections. A monthly charge will be assessed as long as connection to the Club system is in place. Fee amounts are established by the Board of Directors. A permit for the connection shall be obtained from the Moorage Committee. It is the responsibility of the boathouse owner to install all plumbing fixtures according to all codes and laws, and to obtain any permits required from any governmental agency having jurisdiction.

(j) Remodeling of Existing Boathouses. The remodeling of any boathouse shall be by Club permit only. Permits shall be obtained from the Moorage Committee or its designee, and all work shall be subject to the prior approval by the Board of Directors or its designee. Permits shall be displayed on the boathouse at all times during remodeling. Construction of any element being remodeled or changed shall comply with all of the above rules for new construction. All work done by either a member or a vendor that may impact the structural integrity of the boat house must have engineered drawings and prior approval of the Moorage Committee. Structural work includes, but is not limited to stringer repair, changing the height of the boathouse, changing the length of the boathouse, decreasing the well size, adding or removing a yoke, adding or changing a loft floor, or replacement of garage doors (if framing changes are required). All structural work not done by the member must be done by an Oregon licensed General Contractor with prior approval by the Club. Plumbing work must be done by the member or a Club approved vendor. Members are allowed to do their own electrical work as long as it is inspected and an inspection document is submitted to the Club. Any member using a vendor for electrical work must use an Oregon licensed electrician. The electrician must turn in an inspection document to the Club.

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(k) Inspection. From time to time, the Club may require members to have all or portions of the members' boats, boathouses, or other equipment inspected by independent persons or firms, and to deliver written reports relating to those inspections to the Club. If the written reports find deficiencies in any member's boat, boathouse, or other equipment, or if the Club separately finds possible deficiencies in the member's boat, boathouse, or other equipment, that member immediately shall take all actions recommended by the independent reports or by the Club. This obligation does not apply to deficiencies found by an independent inspection which do not relate to any matter effecting health or safety and which are not covered by the Club's rules, standards, or requirements. If the steps requested are not sufficient to assure safety or soundness, the responsibility will solely be that of the owner or operator, and not the Club. The Club reserves the right to reject the report of any independent persons or firms, and to require a member to obtain more detailed or additional reports or reports from other independent persons or firms. If actions are required, the member must provide written evidence of full completion to the Club immediately. If the Club must enter a member's boathouse and the member has failed to provide a key to that boathouse, the Club will call a locksmith and the charges for this service will be billed to the member's account.

(l) Boundaries. With the boathouse garage door in the closed position no object, such as a swim step, shall extend beyond the measured footprint of the boathouse, as described in subsection 8-b of Section B

(9) All boats and boathouses within the Club moorage shall be owned, operated, and stored at the owner's risk. The Club shall not be responsible for any loss, damage, or injury of any kind resulting from this ownership, operation, or storage. All boats shall be adequately secured so that Club property, other boats, and boathouses are not endangered.

(10) All boathouses shall have a plaque indicating the name and telephone number of the owner. The owner's plaque shall be securely fastened to the front of the boathouse between 4 feet and 6 feet above the deck line in clear view of the walkway. A member owned boathouse may not be rented or leased to a non-member. A boathouse may be rented or leased to another member in good standing. A rented boathouse shall have the lessee's name and phone number on a plaque in addition to the owner's plaque. The renter's plaque shall be securely fastened to the front of the boathouse just below the owner's plaque. Plaques shall be obtained only from the Club for a fee established by the Board of Directors. Member Files and databases shall be annotated with rental status. To assist the Fire Department in emergencies, each boathouse shall have reflective vinyl numbers installed on the water side of the boathouse. The Club shall determine size, color and location for the vinyl numbers.

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(11) The Board of Directors may designate open 'dinghy docks' where dinghies and small boats of eighteen (18) feet overall length or less may be kept at the I-dock. On J-dock, dinghies and small boats, without shore power, of size not to impede traffic to I-dock, may be moored at fees set by the Club. Boats, dock storage boxes, and/or equipment may not be kept on the dock. Space at I-dock will be available in five (5) foot increments. Fees and conditions for use of the dinghy docks are set forth in these Rules. All other boats within the Club moorage shall be kept fully enclosed within boathouses except on a temporary basis as set forth in these Rules. In the event there is a waiting list priority shall be given to those members who have not utilized these docks in 24 months

(a) Watercraft. Members of the Club may moor dinghies, tenders, and small watercraft in the Club moorage, in open water, behind your boathouse, out to the zone within your owned water footprint. These water craft (e.g. tenders and Wave-runners) shall not occupy any navigational waterway and may have a maximum length of fifteen (15) feet.

(12) The relocation of any boathouse within the Club moorage shall be permitted only with the prior approval of the Board of Directors.

(13) The Club does not provide any assurances of utility services for boats, boathouses, or other equipment in the form of water, sewer, electricity, telephone, cable television, or other services. All boats, boathouses, and other equipment of a member, which are temporarily or permanently located within the Club moorage or property, must be capable of being in that location safely without any auxiliary power or other facilities. In the event that the Club determines that the member has failed to comply with the Articles of Incorporation, Bylaws, House & Moorage Rules, other rules or regulations, agreements prepared by the Club for signature by the members, or directions from the Club, or if the Club determines that a safety condition could exist with regard to the member's boat, boathouse, or other equipment, the Club may disconnect any or all utility services from the member's boat, boathouse, or other equipment, without advance notice to the member. If, as a result of such disconnection, any damage occurs to the boat, boathouse, other equipment, or contents of the member or any other individual or entity, or gasoline, diesel fuel, oil, or other substances are released, or any injury or death occurs, it shall be the sole responsibility of the member and the member waives all claims against the Club.

(14) In the event that a member, any member of a member's family, or any guests or contractors of the member fail to comply with the Club's Articles of Incorporation, Bylaws, House & Moorage Rules, other rules and regulations, agreements which the Club requires the members to sign, or directions from the Club, the Club shall have a number of rights and remedies including, without limitation, all or any of the following: disconnection of utility services to the member's boat, boathouse, or other equipment; requiring the removal of the member's boat, boathouse, or other

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equipment from the Club grounds, buildings, and moorage; and termination of membership. If the Club requires the removal of a member's boat, boathouse, or other equipment and the member fails to do so within the time required by the Club, time being of the essence, the Club is permitted to treat such items as having been abandoned by the member and having no value. In its discretion, the Club shall be permitted to store or dispose of such items, at the member's expense.

(15) In the event that gasoline, diesel fuel, oil, or other substances are released for any reason from a member's boat, boathouse, or other equipment or in connection with any fueling of the member's boats or any other device, it shall be the sole responsibility of the member to comply with all environmental laws and to take all necessary and appropriate clean-up and other remedial actions. The member is strictly and solely responsible and liable for the above release, clean-up, and other remedial action regardless of whether the Club or any other individual or entity may directly or indirectly have caused or contributed to the release by any actions, omissions, negligence, or otherwise.

(16) All boathouses will have a Club specified fire detection system installed at the member's expense. New boathouses brought into the marina must have the system installed and working within 10 days, and prior to use. The Moorage Committee and General Manager will inspect every new house to ensure compliance. The system shall include, but is not limited to, two heat rate of rise detectors in the well, automated garage door opener, horn and strobe mounted on the front of the boathouse, smoke detector in any apartment and a **rate-of-rise heat detector** in the boat. The monitoring system charges will be billed to the member by the Club in a Club specified manner.

(17) Temporary stay on A-dock is limited to 7 days in thirty-day period. Extended stay on A-dock is only allowed with approval by the General Manager. Extended stay requires med tie mooring (stern in) on outside of the western side of A-dock. No extended stay allowed on the inside of A-dock beyond 7 days. Extended stay will only be granted during the time of May 31st through September 30th. Club leadership (GM & Board) have discretion to grant longer stays anywhere on A-dock to accommodate for extenuating circumstances such as, but not limited to, boathouse renovation. Member, Reciprocal and/or guest use of A-dock is subject to same insurance requirements and proof there of as regular moorage on Club property.

Section C. Moorage Space

(1) Moorage space is a right to use a specific square footage of surface water located within the Club moorage at a location and with a size and dimensions designated by the Board of Directors of the Club. This right is not an interest in real or personal tangible property of the Club and is subject to all provisions in existing and future Articles of Incorporation, Bylaws, and rules and

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regulations of the Club. The rights to use or enjoy moorage space are subject to change by the Board of Directors at any time. Moorage space within the Club moorage shall be held and used only by qualified Club members in good standing. Upon termination of membership, all rights of the terminated member to use or occupy his or her moorage space shall terminate immediately without notice. Except as permitted by the Board of Directors or these Rules, all boats within the Club moorage must be moored in boathouses, and boathouses must be located on moorage space of the Club or a qualified member in good standing. The size and dimensions of a boathouse as described in these Rules is not permitted to exceed the size and dimensions of the moorage space upon which it is located, without the prior consent of the Board of Directors. Any boathouse which exceeds the size or encroaches over the dimensions of the moorage space upon which it is located shall either be removed or reduced in size, unless the Board of Directors elects to sell or lease additional moorage space to the owner of the affected moorage space or unless other appropriate remedial action is taken consistent with these Rules with the approval by the Board of Directors. The Board of Directors shall have the authority from time to time to designate the length and width of any moorage space. *In the past, the Club granted the first 3 feet from the head-walk to each member as a privilege subject to rules, restrictions or fees as applicable. The Club reserved the right alter or revoke this privilege at any time. Effective March, 2016, the Club will no longer grant this privilege in any new water transactions.* No member shall have rights to own moorage space at more than Two (2) [May 18th 2016 Board Meeting] designated slip locations within the Club's moorage for personal use only, and not for commercial use. A member may rent unlimited moorage spaces for private use for member owned boats. No moorage space at any slip location may be held by, or transferred to, more than one member. Except as provided below, moorage space may not be transferred, rented, leased, or otherwise conveyed, in whole or in part, to any individual or entity who is not a qualified member of the Club in good standing. Any transaction involving moorage space which violates Club rules shall be void and not binding upon the Club. Upon the death of any member holding moorage space, the surviving spouse receiving such moorage space by inheritance shall be, upon approval of the Board of Directors, a survivorship member and shall be permitted to use, sell, transfer, rent, lease, or otherwise convey such moorage space, but shall not be permitted to purchase additional moorage space, unless they apply for and are approved for active membership. Upon the death of any member holding moorage space without leaving such moorage space to his or her surviving spouse, or upon termination of the member's membership in the Club, the Board of Directors shall provide a reasonable period of time for the former member or the legal representative or heirs of the decedent member to transfer the rights to use the moorage space to a qualified member in good standing of the Club and either remove all boats, boathouses, and other personal property and fixtures from the Club moorage or transfer them to members in good standing with appropriate approved arrangements for relocation if necessary. During this time all member dues and fees shall be timely paid. All dues fees and other cost shall first be paid as a condition of transfer and will be collected prior to final

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sale. If the time to transfer the property exceeds 180 days, the board reserves the right to send written notice to such former member or legal representative or heirs, and the Club in its sole discretion may require the removal of all boats, boathouses, and other personal property of the former member or decedent from the Club moorage. If they fail to do so, the Board of Directors may deem such boats, boathouses, and other personal property to be abandoned, in addition to any other remedy which may be available to the Club. Also at the expiration of such period, the Club may sell the rights to use the moorage space to any individual or entity, free of all liens and encumbrances and free of all rights, claims, and interests of any kind or nature by the former member or by the estate of the decedent and the heirs of the decedent. All proceeds received by the Club in connection with such transfer, after deducting all costs of transfer and all outstanding dues, moorage fees, assessments, transfer fees, and other charges owed by the former member or the decedent or the decedent's estate, shall be paid by the Club to the former member or legal representative or heirs of the decedent. After the termination of membership or death of a member holding moorage space, all future obligations for payment of dues by that member shall cease, but all obligations for moorage fees, transfer fees, and other amounts shall continue until the moorage space is transferred, and the boat and boathouse are removed from the Club moorage or transferred to a qualified member in good standing with appropriate approved arrangements for relocation if necessary.

(2) The Board of Directors reserves the right to change the location of any moorage space and the location of any boat or boathouse moored within the Club moorage at any time and in the sole judgment of the Board of Directors, if such change is determined by the Board of Directors to be necessary for health, safety, or navigational reasons, or if such change would create a circumstance in which the space within the Club moorage can be more efficiently utilized such as for the increased production of Club revenues. The affected members shall be notified in writing by the Club in advance of any such change.

(3) The rights to use the moorage space, boat, or boathouse of a qualified member in good standing may be rented, leased, or otherwise temporarily conveyed to another qualified member in good standing for personal use only provided that written notice including the name of the user and moorage location has been provided in advance to the Club Manager, along with proof of insurance for the boat to be moored there.

(4) Any proposed transfer of rights to use moorage space to any other member shall be submitted to the Moorage Committee for approval by the Board of Directors. The Moorage Committee shall verify that the smoke and fire safety systems are correctly and completely installed and functional for new owner, and that the monitoring service contract is updated to the new owner. The submittal shall be in writing and shall be provided by the transferor setting forth the terms of sale

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and the name, address, and telephone number of the proposed transferee. It shall be the joint and several obligations of both the transferor and the proposed transferee to pay to the Club a transfer fee in connection with all sales or transfers of moorage space. The amount of transfer fees shall be as established by the Board of Directors from time to time, and shall be calculated based on the square footage of moorage space being transferred. A minimum amount shall be established by the Board of Directors. The transfer fee must be accompanied by a bill of sale as well as the return to the Club of the original certificate of ownership for the moorage space. A signed bill of sale from the transferor to the transferee shall be submitted to the Club on a form acceptable to the Club. The above items must be received by the Club within 30 (thirty) calendar days of any Board action pertaining to the transfer. If any of the above items are not received within such 30 (thirty) days, any approval granted by the Board of Directors will be considered to be revoked retroactive to the approval date, and the request for approval will be required to be resubmitted to the Board of Directors by the transferor. No transfer from one member to another will be permitted until all amounts owing to the Club have been paid in full. In the case of a transfer where the current owner does not own out to zone length, the buyer shall procure additional water out to zone from the Club at the current Club rate, without any waivers. A new water certificate for the new total square footage will be issued, and the prior one retired.

(5) Within five calendar days after any sale or transfer of any boat or boathouse located within the Club moorage, notice of the sale shall be provided to the Moorage Committee, setting forth the name, address, and telephone number of the transferee. Unless a transferee who is a qualified member in good standing has acquired the boat or boathouse and, where applicable, acquired rights to use moorage space upon which the boat or boathouse is located, such boat or boathouse shall be removed from the Club moorage within 15 calendar days after any sale or transfer at the expense jointly and severally of the transferor and the transferee of the boat or boathouse. Boathouses will be re-measured *prior to the* time of sale for compliance of the moorage rules, and brought into compliance with applicable rules.

(6) No member shall cause, suffer, or permit any action or condition to take place or exist on any boat or boathouse within the Club moorage, or other Club owned property, which would constitute a violation of the Club's Bylaws, Rules, or other rules or regulations adopted from time to time by the Club or its Board of Directors.

(7) Notwithstanding the requirement that the rights to use moorage space may be acquired only by qualified Club members in good standing, any Club member may transfer or assign his or her rights to use moorage space to a revocable living trust established by him or her for estate planning purposes, subject to the following restrictions. The trustor of the trust must be the member. The trustees of the trust must include no one other than the member and the member's

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spouse, except in circumstances of the death or incompetence of the member. The rights to use the moorage space will be deemed to continue to be possessed by the member for purposes of the application of the Articles of Incorporation, Bylaws, Rules, and other rules and regulations of the Club, and the trust will be obligated to comply therewith as if it were a member. The rights to use the moorage space may not be transferred by the trust to anyone other than a qualified member in good standing. Any transfer or loss by the member of any of his or her rights to the trust, his or her rights to the trust assets, or his or her control as trustee over the trust for any reason other than death or incompetence, and any termination of the member's membership rights in the Club for any reason other than death, will result in the moorage space being deemed to have reverted and to have been transferred back into the name of the member, and the trust and the member shall be required to execute and deliver to the Club such documents as the Club may request to provide evidence of such reversion and transfer. The death of the member who has transferred his or her moorage space to his or her revocable living trust shall result in the obligation on the part of the trust to dispose of the moorage space in the manner required by the Club's Articles of Incorporation, Bylaws, Rules, and other rules and regulations in cases of member deaths. A surviving spouse of the member who receives moorage space from the trust upon the death of the member shall be deemed to have received the moorage space by inheritance from the deceased member, and will have the resulting rights and obligations of a survivorship member, subject to approval of the Board of Directors. The trust shall be considered the alter ego of the member who has transferred the moorage space to the trust and shall be obligated with the member to pay all moorage fees, assessments, dues, charges, and other obligations of the member, but the trust will not have any membership or use rights. No beneficiary and no successor trustee shall be entitled to use of the moorage space, except as permitted above.

(8) Open Moorage

(a) Definition. Open Moorage is defined as a section of CRYC (Club) moorage which the Board of Directors has allocated for monthly rental of dock space for the purpose of members to moor their vessels. This section supersedes any other Open Moorage references contained within these House and Moorage Rules unless specifically noted. The Club provides the Slip in an 'As-Is, Where Is' condition without any warranties or representations as to the condition of the slip and/or docks. The Board of Directors shall make, but are not required to, any improvement or alteration to the Slip or docks.

(b) Eligibility. To be eligible to rent space in the Open Moorage the owner of the vessel must be either an Active Member or a Social Member in good standing, as outlined in Article II of the Bylaws. The applicant may not sublet or assign in whole or in part the agreement to any other member.in

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(c) Application. Interested parties for Open Moorage are to apply by submitting a completed Moorage Agreement application, on a first come first serve basis, with the club office. The office shall maintain a list of applicants in the order in which applications were received in the event there is a period time there is a waiting list. The office shall maintain and archive records of all rentals. All rentals will be monthly and pro-rated for the start of the rental only. A minimum of 30 days notice, in writing, to be provided to the office is required for the termination of the slip rental. The moorage committee will review and approve/deny all applications.

(d) Vessel

(i) Must satisfy all safety protocols and insurance requirements as outlined in the Club's H&M rules.

(ii) Moorage placard will be on display showing member name, vessel name, and emergency contact info affixed to railing on opposite side of dock.

(iii) Mooring shall be by side-tie only. Club Staff to establish, provide, and install the proper tie-downs to be used for all moorings for the period of the rental.

(iv) Vessel size:

- Measured distance will be based on complete length overall, rounded up to the nearest foot
- Minimum: 18'
- Maximum: 75'. If configured, finger dock(s) will be 40' max.
- Max Breadth: 20'

(e) Fees. Applicable fees are outlined in CRYC's H&M rules; Section F, (5)Fees, (n)H-row Open Moorage

(f) Prohibited Activities. In addition to those outlined in the Club's H&M rules are:

(i) No external Vessel work other than cleaning/waxing may be performed at anytime.

(ii) Vessel maintenance or repair activities that require the removal of the Vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of repairs or maintenance on site are prohibited, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the Vessel. Specifically prohibited shall be hull scraping, stripping, sanding, painting, re-coating, and other maintenance or repair activities that may result in degradation of water quality from discharge or release of potential contaminants into the water.

(iii) No fish cleaning allowed in or around the slip, dock, or moorage.

(iv) No sewer connections permitted.

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(v) No direct water connections permitted

(vi) No adding, modifying, removing of any tie-downs along the slip and/or dock. Owner shall contact the maintenance staff and/or office to have adjustments made to any tie-downs, bollards, or cleats as required.

(vii) The use of the moorage for a place of residence or dwelling, either temporary or permanent, is not permitted. Commercial use, or business use are not permitted.

(viii) Docks are to be kept clear at all times. No storage, storage lockers, boarding ladders and/or steps are permitted on the docks. Shall not cause or permit any waste, misuse, or neglect with respect to the slip and/or surrounding docks and water. Docks may not be used as a work surface for any interior maintenance, construction, remodeling, storage, dinghy storage...

(g) Damages. The renting member shall be strictly liable for any and all damages to the Slip, docks and attached property, and other facilities within the moorage and club property, caused by the member, member's Vessel, family, agents, guests, contractors, and crew, or in any way relating to the Slip, the Vessel and/or the use thereof.

(h) Indemnification and Hold Harmless. Tenant shall indemnify, defend and hold the Club harmless from and against any and all claims, suits, actions, damages, causes of action, expenses, costs, orders, administrative rulings, judgments, releases of hazardous substances, including, without limitation to the discharge of fuel, chemicals, waste or other pollutants by the Vessel into the surrounding waters and Marina, and for any personal injury, loss of life or damage to property sustained in or about the Slip, docks and Marina that arise in connection with the use or non-use of the Vessel, Slip and/or Club, whether caused by Tenant, or Tenant's crew, contractors, agents, or guests.

Section D. Debts to Club and Liens on Moorage Space

(1) All dues, moorage fees, assessments, transfer fees, and other charges which are due and payable by any member, shall be paid in the manner and on the date required in any statement sent to the member, and if no date is designated, not later than 15 days after the statement date. To compensate the Club for extra clerical and collection costs, for each 30-day period or portion thereof in which any member is delinquent or late in the payment of any amount due to the Club, a late charge of 3% of all amounts due, with a minimum of \$10.00, shall be assessed against that member.

(2) No member of the Club may create or suffer any lien or encumbrance (e.g. a loan contract or note) upon his or her water use rights. Any such lien or encumbrances attempted to be created shall be void and shall not be binding upon the Club.

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(3) Notwithstanding the above, the Club shall have an equitable lien upon the water use rights owned by any member for the full amount of all dues, moorage fees, assessments, transfer fees, and other charges owed by that member to the Club. Such lien shall be superior to all other liens and encumbrances of any kind or nature. Upon any transfer of any water use rights to any other member, the lien shall remain and continue against such moorage space, until all amounts owed, including, without limitation, transfer fees and all interest accrued thereon, have been paid in full to the Club. As a condition of transfer all such amounts owed shall be paid in full. If any moorage space is leased or otherwise used by more than one member, a lien created as a result of any non-payment by one of the members shall constitute a lien upon all of the members' interests in that moorage space. The Club may execute upon any lien on any water use right, or elect to terminate the water use right, after providing written notice to the owner of the water use right of the Club's intent to execute or terminate, provided that all amounts owed are not paid in full within 30 calendar days after the date of the notice. At any time after such 30-day period, without further notice, in addition to any other remedy or action permitted by law or equity, the Club may remove all boats, boathouses, and other personal property located within or upon the moorage space, and may treat such boats, boathouses, and other personal property as having been abandoned. The Club also may sell the water use right space to any qualified member in good standing, free of all liens, encumbrances, and other claims and may apply the proceeds to the amounts owed to the Club. Such transfers may be subject to a transfer fee. Immediately upon the expiration of the above 30-day period without payment in full, the member shall have no further rights in or to the water use rights, and his or her membership in the Club shall be subject to cancellation. In its discretion, the Board of Directors may elect to extend the above 30-day period to such longer periods as the Board may deem appropriate on a case by case basis.

Section E. Termination of Certain Rights and Privileges

The membership of any member, as well as the rights of any member to any moorage space, Club property, or moorage within the boundaries of the Club may be suspended or revoked at any time by the Board of Directors for any of the following reasons:

(1) The member ceases to meet the requirements for his or her membership classification as described in the Bylaws.

(2) The member violates any portion of the Bylaws, House & Moorage Rules, or other rules and regulations of the Club as they may be amended from time to time.

(3) The member or their guests engage in any conduct, course of action, or activity, or creates any condition, either outside the Club or within the Club or its property or moorage which is

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considered by the Board of Directors to be offensive or improper, or which creates a risk to the health or safety of any person, or which creates damage or a risk of damage to any property owned by the Club or others.

Section F. Dues, Fees, Assessments, and Charges

The following schedule of dues, fees, assessments, and charges are established by the Board of Directors, and shall be subject to review and change at any time:

(1) Initiation Fees: The initiation fees for new members shall be as follows:

(a) For all Social Members, the initiation fee will be \$3,000.00.

(b) For all Active Members, the initiation fee will be \$3,000.00.

(c) For initiation fee purposes only, a Legacy Member is anyone whose child, parent or grandparent was or is a Member of the Club in good standing, subject to approval of the Board of Directors in their sole discretion. The current Legacy Member initiation fee is \$500.

(2) Dues: \$230.00 per month for all Active Members, Social Members, as well as for all Survivorship Members who are accepted by the Board of Directors as Survivorship Members after December 31, 2009. Dues for Senior Members are \$115.00 (50% of dues for Active Members). Dues for Salty Dog Seniors will be \$57.50 (50% of dues for Senior Members). Male Active Members, male Social Members male Survivorship Members, and male Senior Members shall also be charged and additional \$42.00 per month for two Thursday Night Dinners per month. This \$42 charge is applicable to the member only and is non-transferable. Members must pay the flat rate for guests who attend as well as guests they bring to help volunteer on cooking crews. Dues and moorage fees are paid forward and upon demit or resignation request a Member who would like to exit the Club must make their final payment of all debts with a written request for the Board's consideration at that month's meeting.

(3) Moorage: \$.13 per square foot of moorage space owned per month, with a minimum fee of \$100.00 per month.

(4) Assessments:

(a) Building Fund. The building fund contribution of \$21.00 per month beginning July 1, 2007. Senior Members Salty Dogs and Survivor Water Owners shall also make this "Building Fund" contribution.

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(b) *Social Minimum Assessment. The Social Minimum assessment is intended to encourage member participation on Cruises and Social events. The Social Minimum is \$120 billed twice annually for Water Owners and Social Members. The cost for Senior Members is \$60 per six month period. Survivor Water Owners shall not be responsible to pay the Social Minimum.

Each member has a six month period to attend any number of Club events. During this time, each attended event value will be counted toward the social minimum. For example; attending an event that costs \$20, the amount of the event would be charged to the monthly statement and the Social Minimum will decrease by \$20.

At the end of each assessment period, December 31st through June 30th and July 1st through December 31st, the accounting system will generate any “unused Social Minimums” to your billing statement. Demitting and resigning members shall be billed their residual Social Minimum through to the end of the period as though they completed the six month term and did not attend any further events.

If a member attends many events and the “unused Social Minimums” is \$0 by the end of the six month period, nothing else is owed. No residual attendance may be applied to the next Social Minimum billing period. Attendance by guests who are paid for by the member may be applied to the Member's Social Minimum balance.

Both Cruise Chair and Entertainment Chair shall be comped for the events that they work, but not comped for their Social Minimum. Volunteers on cruise, entertainment committees and work parties who maybe comped for their efforts at the chairs discretion, will still be accountable for their Social Minimum payment and will not have the events attendance price reduced from their balance.

LAC social events and Friday Night Social Hour may be counted toward the Social Minimum. Excluded Club Events that do not count toward the Social Minimum are Thursday Night Dinner.

***As of May 21st, 2020 the Board of Directors voted to suspend the Social Minimum indefinitely and for the foreseeable future. This comes as a result of COVID-19's effect on events and cruises.**

(c) Fuel System Replacement Fund (FSRF). contribution of \$10.00 per month beginning September 1st, 2019. All dues paying members shall contribute, this includes Senior Members, Salty Dogs and Survivor Water Owners.

(5) Fees:

(a) Transfer Fee. \$1.25 per square foot. Upon the death of a member owning moorage space, the transfer to a survivorship member shall be without a transfer fee. At Board

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discretion, a water transfer to a member that is a spouse, parent, child or a sibling may be without a transfer fee. A Member transferring a water certificate into their own Revocable Living Trust may do so without a transfer fee.

(b) Revocable Living Trust. Member conversion fee (transfer to or from) \$100.00. The \$100.00 fee will be waived if the member uses the standard Revocable Living Trust form or the Certification of Trust form for this purpose provided by the Club and available in the Club office.

(c) Waste Line Connection Fee. \$200.00

(d) Waste Line Use Fee. \$25.00 per month

(e) Late Charge. Of the greater of 3% per month or \$10 of any unpaid balance on any member's account which has not been received by the Club on or before the 25th day of the month in which such payment was due.-

(f) A-Dock Moorage. Temporary Stay (7 days max).

(i) Members: First 7 days shall be free for any 30-day period. Use of electric power is free

(ii) Non-members: Subject to managers approval; \$0.75/ft per day. Electricity 30/50 amp, Ice, Water, Garbage and Club House Usage included.

(iii) Extended stay for members in good standing (beyond 7 days): The rate will be \$0.30 per foot per day for first 30 days cumulative. Stays beyond 30 days cumulative in a season will be billed at \$0.50 per foot per day. Rate is calculated based upon overall length of vessel and not the linear footage of dock utilized. Power will be charged at \$10 per day for 50-amp service and \$7 per day for 30-amp service.

(g) Trailer Lot. Trailers, and small boats on trailers with 45-foot max length parking (in Club trailer parking lot): \$30.00 per month, or \$360.00 per year. If the yearly fee paid in advance, a 10% discount will apply. RV's (e.g. motor home or travel trailer with living quarters) will be stored for \$100 per month.

(h) There is no charge for the initial gate phone hook-up (one phone line per member). Any changes thereafter will be billed at \$25.00 per occurrence.

(i) Impound. All storage or moorage without authorization shall be subject to a monthly impound fee of \$50.00, together with the fees which are described above.

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(j) Gate key Proximity Cards.

- (i)** New keys: Members will be charged \$25.00 per set. A set consists of up to two each gate cards and brass keys.
- (ii)** Replacement: \$25.00 per key/card.
- (iii)** Annual Card Lease for Contractors, \$35.00 per year

(k) Insufficient funds.

- (i)** 1st NSF / Returned Check Fee: \$75.00.
- (ii)** 2nd NSF / Returned Check Fee: \$150.00.
- (iii)** 3rd Review by the Board of Directors.
- (iv)** Declined credit card: \$25.00 per occurrence.

(l) Replacement Name tags. Members will be charged \$15.00 each

(m) I and J-Dock Fees. Space at I and J will be available for rent at the rate of \$1 per day or \$20 per month.

(n) H-row Open Moorage.

- (i)** Monthly moorage rate shall be billed at \$6.50 per foot per month
- (ii)** Power wilal be charged at \$10 per day for 50-amp service and \$7 per day for 30-amp service until such time that power is transferred to the members name for their respective meter.

(o) Emergency Calls. A flat rate of \$150.00 shall be charged for any emergency call that requires staff to come in during their off hours when a member is culpable for the emergency event. (ex. spraying a fire alarm panel with water triggering an alarm event).

(p) Documentation Charges. A fee of \$50.00 for documentation changes or replacements e.g. water certificate

(q) Parking Lot Fees. Member vehicles that are left in the parking lot from October 1st through May 1st shall be subject to Parking Lot Fees (PLF). The first thirty days shall be free, but on the first day of the second month all vehicles which remain in the parking lot shall be charged \$2.00 per day and on the first day of the third month the charge shall increase to \$3 per day. Vehicles shall cease to be charged at this rate once removed, moved to the trailer lot or as of May 1st, when parking lot storage becomes free again.

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(r) Egregious Dumpster Violations. Administration fee of \$250.00 In the case of an egregious dumpster violation.

Section G. Main Gate Entry Policy

(1) The main gate of the Club may be opened by any of the following methods:

- (a)** Passing a proximity card in front of the sensor.
- (b)** Calling the Club office and asking for entry.
- (c)** Calling a member's dialer number and requesting entry.
- (d)** Use of a Club provided remote transmitter.

(2) The following policy will govern how those methods are authorized to be used.

(a) Members in good standing may receive up to three (3) proximity cards or remote transmitters, which will open the main gate. These proximity cards are to be used exclusively by the member, the member's spouse or significant other, and the member's children the under age of 21 still residing in the member's home. Proximity cards may not be shared with unauthorized parties pursuant to House & Moorage Rules. Any member not in good standing or who allows anyone else to use the proximity cards will have access cards cancelled. Any such affected member may appear in person before the Board of Directors at a regularly scheduled Board meeting to request reactivation of the proximity cards and/or dialer number access. The Board, in its discretion, may or may not grant the member's request. Proximity cards may not be shared with unauthorized parties pursuant to House & Moorage Rules.

(b) Any member who is 90-days delinquent payment of Club dues or fees shall be deemed to be not in good standing and, entry to the Club premises may be terminated, restricted, or limited to method (1)(b) of this Section.

(c) All members in good standing shall be entitled to designate a telephone number for opening the main gate to accommodate guests and the members authorized contractors needing entry onto the Club premises. Only one telephone number per member may be designated.

(d) If a prospective member has been sponsored, has completed an application to join the Club, has paid the initiation fee, and agrees to comply with all obligations of a member while on Club property, the prospective member, in the discretion of the Club, may be supplied with up to 2 proximity cards for entry to the Club facility. It is important to note;

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these proximity cards will be valid for a period of 60 days, during the application period. After 60 days, these proximity cards will expire if the prospective member has not been granted membership by that date. If that prospective member has a boat and has arranged to rent or use a boathouse in the Club moorage during the application period, he or she may be allowed to store the boat in that boathouse for up to 60 days, after insurance certificates have been provided.

(e) A prospective member who receives a proximity card or who stores a boat in the Club's moorage must agree in writing to comply with all rules, policies, and bylaws of the Club relating to members including, without limitation, all insurance requirements.

(f) If a prospective member's application to join the Club is rejected, he or she will be given one week after the date of the rejection to move the boat out of the Club's moorage and return the proximity cards.

(g) Guests qualified to use A-dock may be supplied with proximity cards for 7 days which may be renewable on a week to week basis, not to exceed a total of 30 days.

(h) Guest owners of "Christmas Ships" may be supplied proximity cards for a period of 30 days, terminating one week after the last "Christmas Ships" parade for that year.

(i) Contractors and providers of services that have signed and delivered an acceptable hold harmless agreement and proof of liability insurance to the Club will be allowed onto the Club premises without being accompanied by a member and will be considered as a "qualified" contractor. Qualified contractors and providers of services that frequently have need to enter the Club premises may apply to annually lease proximity cards to be used by them or their employees in accordance with established Club procedures. The Club may cancel any contractor proximity card at any time with or without cause. Contractors or providers of services who are not "qualified" may be allowed on Club property if they are accompanied at all times by, and under the direct supervision of, a member in good standing, or if they meet the temporary contractor requirements which are set forth below. To meet the temporary contractor requirements, the member who hires the contractor or provider must be in good standing and must provide the Club with an acceptable written agreement in which the member agrees to indemnify, defend, and hold the Club and its members, guests, and employees harmless for all injury, death, or damage which may result, directly or indirectly, from the actions or failures to act on the part of the contractor or provider and its employees, agents, representatives, and all other persons to whom the contractor or provider grants access to Club property. Even if such an agreement is

COLUMBIA RIVER YACHT CLUB

HOUSE & MOORAGE RULES

provided, the Club may deny access to any contractor, provider, or other person at any time. A temporary contractor may obtain access using methods (1)(b) or (1)(c) of this section but shall not be permitted to use or possess a proximity card. A temporary contractor shall not be permitted to grant access to the Club property to anyone not specifically listed in the agreement signed by the hiring member.

(j) If anyone is found on Club property who gained entry without compliance with this policy they will be expelled from the property.

(k) Access to the Club property by appropriate medical, emergency, fire, and police agencies shall be provided by the Club.

Note: The CRYC Board of Directors revises the House & Moorage Rules periodically. The most current H & M Rules are available at www.cryc.com and in print from the Club Office.