



P.O. Box 803
Laguna Vista, California 93116



The Enclosed
Documents are
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property of:
Laguna Vista
Boat Club and
its Members

LAGUNA VISTA BOAT CLUB

Bylaws, Policies, Rules

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1. BYLAWS - LAGUNA VISTA BOAT CLUB

ARTICLE 1 MEMBERSHIP

Section 1. NUMBER OF MEMBERS.

The authorized number of members of the corporation is twenty-three (23). No person may own more than one membership, nor shall any membership be divided or apportioned between or among more than one person.

Section 2. ELEGIBILITY.

Any adult person shall be eligible for membership provided that the prospective member is recommended to, and approved by, the Board of Active Directors in writing, by an existing member in good standing. (9/16/2007)

Section 3. ADMISSION TO MEMBERSHIP.

Any person recommended for membership must read and sign the By-Laws, Club Rules and complete the Application for Membership. Applicant must attend and submit these items at a scheduled meeting of the Board of Active Directors. The Board of Active Directors will review the application. The Board of Active Directors will notify the existing member, selling their membership and the prospective member, of its decision within no later than thirty (30) days. (9/16/2007)

Subsection a: Laguna Vista Boat Club is a private club and the Board of Active Directors retains the right to refuse membership to any applicant for any reason.

Subsection b: In the event the selling member feels that the Board's refusal of the new applicant is unjust, they may obtain fifty-one (51) percent, or more, of the general membership to override the Board of Directors decision.

Subsection c: After acceptance of the prospective member by the Board of Active Directors and completion of the Membership Transfer By Way Of Sale requirements, the Secretary will issue a new Membership Certificate to the new member and place their name on the Membership Roster.

Section 4. DUES AND ASSESSMENTS.

Subsection a. ANNUAL DUES. All members shall pay annual dues of \$1,025.00 per year (9/17/2023), for the period January 1 through December 31 of each year.

Subsection b. ASSESSMENTS.

- i. **WORK WEEKEND ASSESSMENTS FOR NON PARTICIPATION:** Work weekends as determined by the Active Board of Directors, shall be held during the calendar year

for the good of the Club. The minimal work time per member shall be thirty-two (32) hours per year. An assessment of \$200.00 shall be made for each eight (8) hour period not worked.

- ii. SPECIAL ASSESSMENTS may be brought to the membership from time to time for consideration. Special Assessments may be levied only upon the approval of 2/3 of the membership. Written notice of Consideration shall be given to each member entitled thereto not less than 10 days prior to such Consideration of Special Assessment.
- iii. PROPERTY TAX ASSESSMENTS, as required, shall be made equally among all members for the purpose of paying the Annual Club Property Taxes. Notice of tax assessments due will be sent to members prior to the due date. Members who are delinquent with tax payments shall be assessed a penalty of ten (10) percent per month on their assessed taxes until full payment is made.

Subsection c. GRACE PERIOD-

Dues and assessments are due and payable upon receipt of notice. Following the printed due date, a thirty-one (31) day grace period is allowed for receipt of payment, after which, with exception of Delinquent Property Tax Payment, a delinquent fee of \$25.00 per month shall be assessed until payment in full is received.

Section 5. RIGHTS GENERALLY.

Except as herein above prescribed, the rights of all members shall be equal, including voting rights. Members may vote by written proxy, provided that the proxy is a member in good standing.

Section 6. RIGHTS OF MEMBERS TO THE USE OF CORPORATE PROPERTY.

Subsection a. GENERAL.

Except as hereinafter provided, all members shall have an Equal right to use of the corporate property.

Subsection b. USE OF RECREATIONAL SITES.

Attached hereto and make apart hereof by this reference is a map, which is marked Exhibit A., which designates twenty-seven (27) recreational sites. Each of the members shall select one of such recreational sites for his or her exclusive use. The member first selecting a site shall have a prior right to that site and against all other members. Notwithstanding the foregoing, all site

selections are subject to confirmation by the Board of Active Directors. Once a member has selected a site, and the selection has been confirmed by the Board of Active Directors, that member shall have the exclusive right to use and occupy the site selected, subject to such rules and regulations as may, from time to time, be adopted and prescribed by the Board of Active Directors, for so long as the member is a member.

Each member shall show evidence of not less than \$300,000.00 Liability Insurance coverage for the recreational site occupied by that member. Members shall comply with this requirement the first day of each calendar year.

All structures erected on Club property shall have a minimum of 12 on 12 Pitch roof, with mountain cabin theme (no stucco). Electrical wiring shall be of flex conduit or electrical metallic tubing. For the good of all members, permanent structures shall have spark arrestors on all wood burning appliances, gutters and downspouts and conform to San Luis Obispo County Building Codes.

Members shall have sixty (60) days following the giving of written notice of the adoption and contents or rules and regulations to all members to cause any existing structure to be brought into conformity with such rules and regulations.

No such rules or regulations shall be adopted or prescribed except those which are applicable generally to all members.

Section 7. MEMBERSHIP INTEREST IN CORPORATE PROPERTY.

Each member, in the event of a liquidation of the corporate assets, or refund of any amount contributed by the members, shall have a right to such corporate property. This provision of these By-Laws may not be changed or modified except by the unanimous consent of all members.

Section 8. TRANSFER OF MEMBERSHIP.

All memberships are transferable. When any member desires to transfer an assigned membership, such member shall notify the Corporation of the conditions and/or terms of the proposed transfer, in writing, directed to Board of Active Directors, and shall be delivered personally to an officer or sent by Certified Mail, return receipt requested, to the Board of Active Directors.

Transfer of Membership (9/2018) within the immediate family, to wit: member, their spouse, their adult children (21 years or older) or their adult children's spouses, shall not be subject to the Corporation's First right of refusal, nor a \$10,000 (9/2022) Membership Transfer Fee. All other provisions of the Membership transfer by Way of Sale Policy are applicable. A Transfer of Membership by Will, outside the immediate family, is considered as a Membership Transfer by way of Sale.

If the proposed transfer is to be made by way of sale, the Corporation has the right of first refusal. The member shall first offer the membership to the Corporation for repurchase, upon the same terms and conditions as offered to the proposed transferee.

If the Corporation declines to acquire the membership, the Board of Active Directors shall so notify the member within thirty (30) days of receipt of notice and advise the transferring member that all outstanding obligations, if any, must be cleared within the Corporation and that a \$10,000 membership transfer fee is due and payable to the Corporation prior to the consummation of the transfer of such membership to a prospective member. (9/18/2022)

If the Corporation desires to acquire the membership upon the terms and conditions proposed, it shall notify the member of its intent to do so within thirty (30) days following receipt of notice. In lieu of meeting such terms and/or conditions, the Corporation may elect to repurchase the membership on the following terms and conditions: Cash down payment of twenty-five (25) percent of the price, with the balance to be paid in equal monthly installments over a period not to exceed three (3) years, said balance to bear interest at the current prevailing rate.

Section 9. TERMINATION OF MEMBERSHIP.

Membership may be terminated by the Board of Active Directors as follows:

Subsection a. GROUND

The only ground for terminating a membership shall be the default of a member on any monetary obligation that the member has to the Corporation.

Subsection b. NOTICE REQUIREMENT.

In the event that a member fails to pay any amount owed to the Corporation when the same is due and payable, the Board of Active Directors shall cause to be sent to such defaulting member a written notice of the default. The written notice shall be sent out at the end of a sixty (60) day period and shall state that the member is in default, the obligation in the connection with the default, the amount required to cure the default, and that if the default is not cured within thirty (30) days of the date in which the written notice is sent, the member's membership shall be deemed terminated automatically and without further action by the Board of Active Directors, and without any further notice from the Board of Active Directors. Such notice of default shall be sent to the member at his or her address as it is on file with the Secretary of the Corporation.

Subsection c. SUBSTANDARD CONDITIONS.

It is mandatory that the Board of Active Directors shall give sixty (60) day notice to correct any substandard condition on a membership site. If not complied with, the Board of Active Directors shall contract said work and assess said member plus any fees or legal aid.

Section 10. EFFECT OF DEATH.

In the event of the death of a member, the membership is transferable by will or by operation of law under the laws of succession of the State of California.

Section 11. TRANSFER IN TRUST PROHIBITED.

Notwithstanding anything herein to the contrary, no member may transfer his or her membership to a trust, either voluntarily or by operation of law; any such transfer or purported transfer shall be null, void, and of no effect whatsoever.

Section 12. BANKRUPTCY AND INSOLVENCY.

Notwithstanding anything herein to the contrary, no membership may be transferred or purportedly transferred to a purported successor in the interest, either voluntarily or by operation of law, if the transferee or purported transferee claims or purports to take by operation of any law relating to Bankruptcy or Insolvency, including assignments for the benefit of creditors. Any transfer or purported transfer in violation of the immediately foregoing provision shall be null, void and no effect whatsoever.

Section 13. MEETINGS OF MEMBERS.

Subsection a. ANNUAL.

The annual meeting of the members shall be held during the month of September of each year, the date, time and place to be determined by the Board of Active Directors.

Subsection b. SPECIAL

Special meetings of members for any purpose or purposes whatsoever may be called at any time by the President, or by the Board of Active Directors, or by any nine (9) members of the Corporation, at any place within or without the State designated by written consent of the members entitled to vote thereat, or by the Board of Active Directors pursuant to the authority granted the Board in and by these By-Laws.

Subsection c. NOTICE

Written notice of any meeting of members shall be given to each member entitled thereto not less than ten (10) days before such meeting in the manner prescribed by statute, and shall specify the day and hour and place of meeting, provided that notice of special meeting shall specify also the general nature of the business to be transacted.

Subsection d. QUORUM

No meeting of members shall transact business unless fifty-one (51) percent of the members entitled to vote thereat is represented, except to adjourn from day to day, or until such time as may be deemed proper.

ARTICLE II – PLACE OF BUSINESS

The principal office for the transaction of the business of the Corporation shall be located at the address of the current secretary of the current president, State of California.

ARTICLE III – DIRECTORS

Section 1. NUMBER

The authorized number of Active Directors of the Corporation shall be seven (7), which number, unless the Articles of Incorporation forbid, may be changed by a by-law duly adopted by the membership.

The authorized number of Inactive Directors of the Corporation shall be sixteen (16), which number is comprised of all the Corporation members not duly elected as Active Directors.

Section 2. QUALIFICATIONS

Directors shall be members of the Corporation.

Section 3. POWERS.

All corporate powers (subject to limitations of the articles and to the provisions of law requiring action to be authorized or approved by the Members) shall be exercised by or under authority of the business affairs of the Corporation shall be controlled by its Board of Active Directors, and, subject to the same limitations, the Board shall also have power:

Subsection a. To appoint and remove all officers, prescribe their duties, fix their compensation, and require from them security for faithful performance of service if deemed necessary.

Subsection b. To make the rules and regulations not inconsistent with law or the Articles of Incorporation for the guidance of the officers and management of the affairs of the Corporation.

Subsection c. To appoint an executive committee, composed of two or more Active Directors and other committees; to delegate to such executive committee any of the powers and authority of the Board in the management of the business and affairs of the Corporation except the power to declare dividends and to adopt, amend, or repeal Bylaws; to make rules and regulations for the appointment and terms of office of the members of such executive committee.

Subsection d. To change the location of the principal office for the transaction of the business of the Corporation from one location to another; to establish and maintain branch offices at any place where the corporation is qualified to do business; to designate anyplace, with in or without the State of California, for the holding of any members' meeting except the annual meeting.

Section 4. DUTIES. The Board of Active Directors shall:

Subsection a. Cause to be kept open to the inspection of any person entitled thereto and making proper demand therefore, a book of minutes of all meetings of the Active Directors and Members of the Corporation, adequate and correct books of account of the properties and business transactions of the Corporation, and a membership roster, all in the form prescribed by law and showing the details required by law.

Subsection b. Adopt and use a Corporate Seal consisting of a circle setting forth on its circumference of the name of the Corporation and showing the State and date of incorporation.

Subsection c. Authorize the issuance of membership certificates upon such terms as may be lawful and in such form as it may prescribe, which shall state all matters required by law to be stated thereon, and which shall be signed or authenticated in the manner prescribed by law.

Section 5. ELECTION

The Active Directors of the Corporation shall be elected at the annual meeting of Members entitled to vote thereat and voting either in person or by proxy. Except as provided by statute for the filling of vacancies which may occur during the year, the Active Directors shall hold office until the next annual meeting of Members and until their successors are elected.

The seven (7) nominees receiving the highest number of votes for the Active Directorate shall be elected. In the event of a tie between two (2) or more nominees receiving the seventh highest number of votes, there shall be a run-off election between such nominees.

Section 6. MEETINGS.

Regular meetings of the Board of Active Directors shall be held without call each month, the date, time, and place to be determined by the Board. Notice of such meetings is hereby dispensed with. Special meeting of the Board for any purpose or purposes whatever shall be called at any time by the president or if the president be absent or unable or refuse to act, by the vice-president or by any two (2) Active Directors, upon due notice in writing given to each Active Director in the manner prescribed by statute. Such Meeting may be held at the principal office of the Corporation or at any place which shall be designated from time to time by resolution of the Board or by written consent of all the members of the Board

Section 7. QUORUM.

Fifty-one (51) percent of the authorized number of Active Directors shall be necessary to constitute a quorum of the Board for the transaction of business.

Section 8. WRITTEN CONSENT IN LIEU OF MEETING.

Any action required or permitted to be taken by the Board of Active Directors under any provision of this division may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as an unanimous vote of such directors. Any certificate or other document filed under any provision of this division which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Active Directors without a meeting, and that the Articles of Incorporation or Bylaws, as the case may be, authorized the directors to so act, and such statement shall be PRIMA FACIE evidence of such authority.

Section 9. REMOVAL OF ACTIVE DIRECTORS.

Any Corporation Active Director shall be subject to removal from the Board upon motion of any other Active Director and the two-thirds (2/3) vote of the Board.

Section 10. REPLACEMENT OF DIRECTORS.

If an Active Director resigns, is removed or becomes otherwise disqualified, the director shall be replaced by the nominee receiving the eighth highest number of votes at the most recent Annual Meeting of Members.

ARTICLE IV – OFFICERS

Section 1. ELECTION

The officers of this Corporation shall be a president, a vice-president, a secretary, and treasurer, all of whom shall be chosen by the Board of Active Directors and who may be selected only from members of the Board of Active Directors. Each of said officers shall serve until he or she resigns, or is removed, or becomes disqualified, or until a successor is elected.

Section 2. PRESIDENT

Subject to such powers, if any, as maybe delegated by the Board of Active Directors to the executive committee, the president shall be chief executive officer, an, subject to the control of the Board of Active Directors shall have general supervision and direction of the business and affairs of the Corporation.

He shall:

Subsection a. Preside at all meetings of the Board of Active Directors and at all meetings of the Members. The President shall be able to vote on all matters before the Board. (9/20/2009)

Subsection b. Call all meetings of the Board of Active Directors.



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Subsection c. Employ and discharge, subject to the approval of the Board, such agents and employees as the business of the Corporation shall from time to time require, and prescribe their duties, terms of employment, and compensation.

Subsection d. Exercise such other powers and perform such other duties as may be prescribed by the Board of Active Directors or these Bylaws.

Section 3. VICE-PRESIDENT.

The vice-president shall:

Subsection a. Perform the duties and exercise the power of the president in accordance with the limitations imposed thereon, and the authority vested in that office by the Bylaws and the Board.

Subsection b. In the event of resignation or other removal of the president, the vice-president shall conduct the election of a new president in accordance with Article IV, Section 1 of these Bylaws.

Subsection c. In addition to the general and special powers enumerated herein, the vice-president shall have such powers and duties as may be prescribed by the Board and shall perform such other duties as may be directed by the president.

Section 4. SECRETARY

The secretary shall:

Subsection a. Keep a book of minutes at the principal office of the Corporation or such other place as the Board of Active Directors shall order, of all meetings of the directors and members in the form and manner required by law.

Subsection b. Keep at the principal office a membership roster or a duplicate membership roster, not showing the details required by law, and also all other books of the Corporation excepting books of account.

Subsection c. Keep at the principal office open to inspection by members at all reasonable times, the original or certified copy of the Bylaws of the Corporation as amended or otherwise altered to date.

Subsection d. Keep the Corporation Seal and affix it to all papers and documents required by law or these Bylaws to be given.

Subsection e. Attend to the giving and serving of all notices of the Corporation required by law or these Bylaws to be given.

Subsection f. Attend to such correspondence as may be assigned and perform all other duties incidental to the office or prescribed by the Board of Active Directors or by law.

Section 5. TRESURER.

The treasurer shall:

Subsection a. Keep and maintain open to inspection by any director at all reasonable times, adequate and correct accounts of the properties and business transactions of the Corporation, which shall include all matters required by law and be in form as required by law.

Subsection b. Have the care and custody of the funds and valuables of the Corporation and deposit same in the name do and to the credit of the Corporation with such depositaries and the Board of Active Directors may designate.

Subsection c. Disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements.

Subsection d. Render to the president and secretary or to the Board of Active Directors, whenever they may require, an account of all transactions as treasurer, and a financial statement in form satisfactory to them, showing condition of the Corporation.

Subsection e. Have such other powers and perform such other duties as may be prescribed by the Board of Active Directors.

ARTICLE V – AMENDMENTS

Except as otherwise herein provided, these Bylaws, or any particular one of these Bylaws, may be amended or repealed, or new Bylaws may be adopted by the vote of members entitled to exercise two-thirds (2/3) of the voting power of this Corporation, or by written assent of such members.

ARTICLE VI – WAVERS, CONSENTS, AND APPROVALS

Absentees from any meeting of the Active Directors of Members at which a quorum is present (except at an annual meeting of members at which action is taken on either of the proposals mentioned in Section 2201 of the Corporations Code) may sign a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof, and validate all transaction had or taken thereat.

2. POLICIES- LAGUNA VISTA BOAT CLUB

DEAD STORAGE

Dead storage at the Club property shall be limited to boats and boat trailers only. Storage is to be in the designated boat/boat trailer parking lot or on individual membership site.

MEMBERS INTEREST IN THE CORPORATION

Each member of The Laguna Vista Boat Club Inc. owns an equal undivided interest in the Corporation. All real property including erected structures on Club property belong to the Corporation.

COMPENSATION FOR BOARD OF ACTIVE DIRECTORS

Members of the Board of Active directors who attend at least 75% of the Board meetings are to be compensated for services rendered as follows:

President: 100% Annual Dues
Secretary: 100% Annual Dues
Treasurer: 100% Annual Dues
All Other Board Members 50% Annual Dues

COMPENSATION FOR CERTIFIED WATER TREATMENT OPERATOR

The Certified Water Treatment Operator is to be compensated
\$400.00 per year for services rendered.

WORK PARTY ATTENDANCE

- The Board of Active Directors will assign a Club Member in charge of each work detail.
- Workday hours to be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m.
- Each Member, or their proxy, must be present at the beginning of each workday to get credit for that day.
- Make-up work will not be allowed in lieu of work party attendance.

MEMBER CERTIFICATE FEE

A \$10.00 fee will be charged for each Membership Certificate reissued.

ANNUAL PRESIDENT'S DINNER

It is the tradition of the LVBC to have an Annual Membership Dinner Party in honor of the President, and to allow the President recognize those Members or their spouses who have gone above and beyond the expected level of service to the Club.

The event is to be held during the New Year season.

MEMBERSHIP SITE INSPECTION

A Membership Site Inspection is to be conducted by members of the Board of Active Directors:

1. Any time during construction or alteration of structures.
2. Prior to transfer of a Membership to a new Member. (See LVBC Inspection Checklist)
3. Whenever conditions indicate that the Club or its Members could be adversely affected by the site construction or other member.

COMPENSATION FOR CLUB BUSINESS TRAVEL

Club Members are to be compensated at the prevailing IRS rate for business travel. This allowance requires prior Board approval.

UTILITY POLICY

Each Member will pay a basic Utility fee biannually for water, septic tank pump outs, and common area electricity. Current rate is \$510 per year, or \$255 for each installment. (9/17/2023)

USE OF RECREATIONAL SITES

The Board of Active Directors has established that a Member shall not occupy his/her site for longer than six (6) months per calendar year. The Member site shall not be maintained as a primary residence. A deviation this Policy can be approved by the Board of Active Directors.



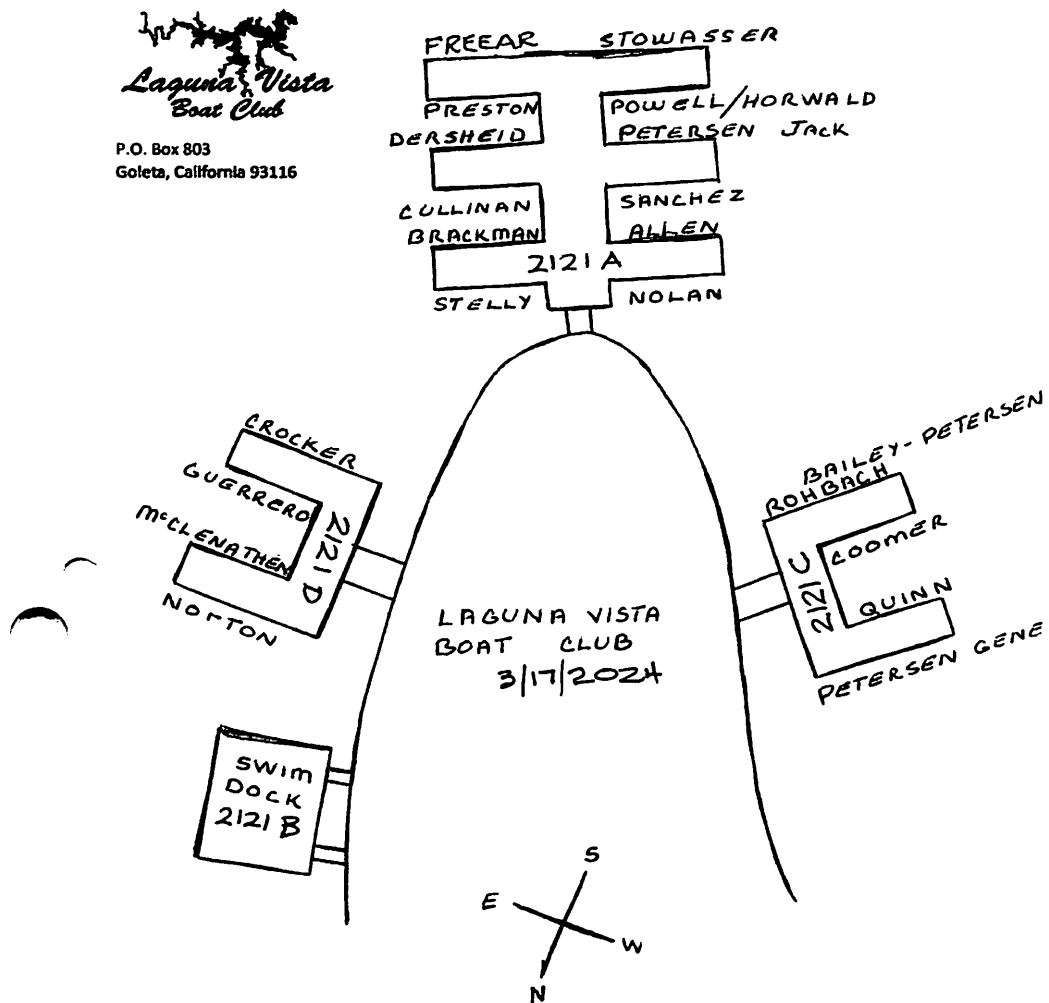
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3. DOCK POLICY

1. All boat and swim docks are the property of the Laguna Vista Boat Club.
2. A member will be assigned a slip. A member may install and maintain any cleats or edge guard, if so desired. No carpeting is allowed.
3. If a Member is going to host a guest with a watercraft, and would like to use an unoccupied slip, that Member must contact the Member whose slip they want to use and obtain their expressed permission to allow their guest to use the slip.
4. The Board of Active Directors may assign the side ties on the swim dock when the swim dock is tethered to the main dock and the end ties on the main dock are not accessible.
5. No fishing is permitted from the Swim Dock
6. In the event a membership is sold or transferred outside the immediate family, any member may request their slip on a seniority basis. When that member relocates, their slip may be requested by other members, again on a seniority basis. The Board of Active Directors entertains and coordinates the requests for the assignment of slips, and announces any changes in slip assignment to the Members.
7. Two or more Members may agree to "swap" slips without the slips becoming available to the rest of the membership. Mutually agreed on exchanges in slip assignments are reported to the Board of Active Directors.
8. When the Main docks are deemed to be unusable for such reason as high water, then all slip assignments are void, and mooring a watercraft to an accessible dock is on a first come, first served basis.
9. When the Main dock is deemed unusable due to low water, and a portable dock(s) is the only dock accessible, then all slip assignments are void, and mooring a watercraft to a portable dock is on a first come, first served basis. A Member's watercraft may not be left in a slip, if the Member is not staying on Club property. Exception: a watercraft may be left in a slip between November and April, as long as at least 2 other slips are available for another Member's use. (5/4/22)
10. When the slip assignments are voided, as per Rule 8 or Rule 9, a guest's watercraft may not continue to occupy a slip, if a member arrives and there are no slips available for that Member.
11. LVBC Members are permitted one slip for unattended use. Members are NOT permitted to have unattended watercraft occupy other Members slips without the other Member's expressed permission, and the Board of Active Directors has been notified.

12. It is the responsibility of all LVBC Members to monitor the lake level, and when at the Club, take the initiative to move and/or adjust the dock positions and mooring lines appropriately.
13. All boats and PWC will observe the 5 mph speed limit.
14. Dock Maintenance – All Members assigned boat dock moorings are advised of the following:
 - Each Member is responsible for his/her assigned dock/boat slip.
 - Dock tie downs must be adjusted as the lake level changes.
 - Docks must be kept clean and tidy.
 - Each Member's boat and slip must be respected by other Member's guests.
 - Minor maintenance must be done by each Member for his/her slip.

4. DOCK ASSIGNMENTS



5. POLICY ON GUESTS/ WORKERS AT THE CLUB

A Member may have guests and/or workers at their assigned site, providing there is an adult member of their Immediate Family, to wit: the Member, the Member's Spouse, the Member's and their Spouse's Adult Children (21 years or older), and the Member's Previous Member Parents on the property at all times. Any deviation from this policy must be approved by the Board of Active Directors. (LVBC Rule 3.)

Rules pertaining to Guests:

1. Members will have no more guests or family members at their assigned site than their site can accommodate. (LVBC Rule 4.)
2. Members shall be responsible for their family and guest's behavior, actions and use of the Club facilities while on any portion of the Club property. (LVBC Rule 5.)
3. Guests shall not be permitted to invite other guests. (LVBC Rule 6.)
4. Guests shall not occupy or disturb in any way another Member's site without prior approval. (LVBC Rule 7.)
5. Guests shall not bring pets onto Club property at any time. (LVBC Rule 8.)
6. Guests' boat trailers or camping trailers are not allowed on Club property. (LVBC Rule 9.)
7. Members are to assure that their guests do not moor their watercraft in any of the Club's slips. (LVBC Rule 10.)

Should a Member wish to have a guest stay at their cabin when the Member is not staying at the cabin themselves, the Member must first make a request in writing to the Board at least one week prior to the time the visit is to begin.

- The request must include: dates of the visit, the nature of the visit, and whether or not watercraft will be moored in the Member's slip.
- Include the name(s) of the guest(s), the relationship to the Member, and the ages of the guest(s).
- Include a statement verifying that the Guest(s) has been to the Club in the past when the Member has been present and the Guest(s) is familiar with Club Rules and culture.



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Rules pertaining to Workers:

1. Members will have no more workers at their assigned site than their site can accommodate.
2. Members shall be responsible for their workers' behavior and actions.
3. Workers shall not be permitted to invite guests to the Club.
4. Workers shall not occupy or disturb in any way another Member's site without prior approval of the other Member and/or the Board. This includes the parking of work vehicles and trailers, and taking delivery of building materials and supplies.
5. Workers shall not bring pets onto Club property at any time.
6. Workers' boat trailers or camping trailers are not allowed on Club property.
7. Members are to assure that their workers do not moor watercraft in any of the Club's slips.

When a Member wishes to have a Worker work and stay at their cabin when the Member is not staying at the cabin themselves, the Member must first make a request in writing to the Board at least one week prior to the time this work is to begin.

- The request must include: the dates the work will be going on, what the work entails, and whether or not the Worker(s) will be staying on site.
- Include the name of a key Worker and/or name of the Company when appropriate, and how many Workers are expected to be on site.
- Include a statement that the Worker(s) has been oriented to Club rules and culture, and has been instructed in any restrictions as they pertain to the Worker's access to the Club facilities and amenities.

6. LVBC CLUB RULES

1. The premises and facilities available at Laguna Vista Boat Club are primarily for member use only.
2. Each member is responsible for the maintenance and care of his/her assigned site and all common areas in the club.
3. Members may have guests at their assigned site, providing there is an adult member of their immediate family, to wit: member, their spouse, their adult children (21 years or older) or their spouse, on the property at all times. Any deviation from this policy must be approved by the Board of Active Directors.
4. Members will have no more guests or family members at their assigned site than their site can accommodate.
5. Members shall be responsible for their family and guest's behavior, actions and use of the Club facilities while on any portion of the Club property.
6. Guests shall not be permitted to invite other guests.
7. Guests shall not occupy or disturb in any way another Member's site without prior approval.
8. Guests shall not bring pets onto Club property at any time.
9. Guests' boat trailers or camping trailers are not allowed on Club property.
10. Members are to assure that their guests do not moor their watercraft in any of the Club's slips.
11. There will be no camping, such as camp trailers, campers or tents on club central property without first obtaining permission from the Board of Active Directors. This area is reserved for boat trailer and auto parking.
12. The swim dock is limited to bather use only. No fishing or boat mooring is permitted.
13. The gate shall be closed upon entering and leaving and entering the property. If the gate fails to close, contact a board member.

14. Open fires are not allowed anywhere on club property.
15. Twelve midnight to 8:00 a.m. shall be curfew for loud noise, building construction and music. During this time it shall be diminished so that it cannot be heard outside the confines of the member's site.
16. Dogs are to be confined to the owner's membership site. While on common club property all dogs must be restrained by a leash and any "deposits" made enroute, must be cleaned up by the owner.
17. Dogs shall not be moored on the swim or boat docks at any time. They are only allowed on the docks long enough to get into or out of member's boat.
18. All personal watercraft shall observe the 5mph speed limit while inside the 5mph buoy.
19. All vehicle traffic on club property shall observe the 5mph speed limit.
20. All motorcycles are required to have an approved spark arrester and are to be ridden for ingress and egress of club property only.
21. Only licensed drivers shall operate vehicles, including golf carts, on club property.

7. BUILDING RULES AND REGULATIONS

1. Any member desiring to build, modify or alter a membership site building shall first submit plans to the Board of Active Director for approval.
2. Upon start of construction, exterior of any structure shall be completed within two (2) years.
3. Minimum setback shall be ten (10) feet from frontage and not less than five (5) feet from either side of property lines.
4. Self-contained monomastic type toilets are to be used by all memberships. The use of an R.V. lever operated toilet is permitted, providing that the toilet discharges directly into a chemical holding tank of 10 gallons minimum volume. The holding tank is then to be emptied through appropriate pipe and valves into the main sewer system or other external holding tank. The Board of Active Directors' approval is required prior to installation of such R.V. type toilet and holding tank.
5. Structures shall have a minimum of 12 on 12 pitch roof.
6. Structures shall have a mountain cabin theme (no stucco). (By-Laws)
7. Roof material shall not be wood shingle or shake. (By-Laws)
8. All electrical wiring shall be in flex conduit or electrical metallic tubing. (By-Laws)
9. Spark arrestors shall be installed on all wood burning appliances (chimneys). (By-Laws)
10. All permanent structures shall have gutters and downspout, or other Board approved erosion control.
11. All permanent structures shall conform to San Luis Obispo County Building Codes. (By-Laws)
12. Dwellings shall have a minimum of one (1) functional smoke alarm.
13. Members shall have sixty (60) days after written notice to bring any existing noncompliant structure to be into conformity. (By-Laws)
14. Cabin number identification: Each Membership site with a cabin shall be identified by the respective Club Membership Number. The number/s to be durable, four inches high, either reflective or contrasting in color and placed on the cabin plainly visible from the interior road.
15. When using outside Contractors to work at the Member's Recreational site/Cabin, it is the Member's responsibility to obtain evidence of Liability Insurance and Workers' Compensation Insurance from the Contractor, naming LVBC as co-insured, prior to commencing with any work.

8. MEMBERSHIP TRANSFER APPLICATION

I, _____ agree to sell my Membership # _____
in the Laguna Vista Boat Club, Inc. to _____
for the total sum of _____, including Club transfer fee.

Seller _____ Witness _____

Dated this _____ day of _____, 20____

Applicant _____ Witness _____

Dated this _____ day of _____, 20____

1. Full Name (print) _____ Date of Birth _____

2. Occupation _____

3. Home Phone _____ Cell Phone _____ Work Phone _____

4. Email Address _____

5. Children under 21 years of age (Names and DOB) _____

6. Children over 21 years of age (Names and DOB) _____

7. Residence Address _____

8. How long at this address _ Own _____ Rent _____

9. State your occupation and business address for the past five _____

10. Clubs and organizations you are affiliated with _____

Membership Transfer Application (Continued)

11. Are you aware that you are purchasing a MEMBERSHIP ONLY, not a lot and there can only be one member per membership _____. All real estate is the property of the Corporation.
12. Are you aware that this Membership can be inherited by only "one" person or family member? _____
13. Are you aware the Laguna Vista Boat Club Inc. is a recreational, non-profit corporation? _____
14. Financial Responsibility: **Annual Dues** (Bylaws I, 4, a), **Bi-Annual Property Taxes** (Bylaws I, 4, b, iii), **Bi-Annual Utilities Fees** (Policies – LVBC), rare **Assessments for Capital Improvements/Repairs** (Bylaws I,4,b,ii), **Maintenance and Care of the Member's Assigned Recreational Site** (LVBC Rule 2), **Membership Transfer Fee** (Bylaws (Bylaws I, 8), **Liability Insurance** (Bylaws I, 6, b), **cost to correct substandard condition at recreational site** (Bylaws I, 6, b and I,9,c), **monthly delinquent fees** for financial obligations past due (Bylaws I, 4, c), and **Assessment for Non Participation in Biannual Work Weekends** (Bylaws I, 4, b, I and Policies - LVBC).
15. If accepted, do you solemnly promise that you and your family/guests will obey all club rules, all Federal, State and County Laws and Regulations, including those pertaining to watercraft operation?
16. List the names of friends or acquaintances who are members of this club ____
17. A credit and background check may be required. The credit check fee to be paid by the proposed new member. The background check (if required) to be paid by LVBC.

The undersigned certifies that the foregoing is true to the best of each party's knowledge and that each has read and accepts the By-laws, Policies, Rules and Regulations of the Laguna Vista Boat Club, Inc.

Signature Date

Witness Date

Signature (Spouse) Date

Witness Date



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9. MEMBERSHIP TRANSFER BY WAY OF SALE

If a Membership is to be transferred by way of sale, the Membership shall first be offered to the Laguna Vista Boat Club Inc. for repurchase, upon the same terms and conditions as offered to the proposed Transferee. If the Corporation declines the offer, the following conditions apply:

1. No person may own more than one Membership, nor shall any Membership be divided or apportioned between or among more than one person. A Membership may not be held in Trust.
2. The prospective member must be recommended for Membership to the Laguna
3. Vista Boat Club Inc., in writing, by an existing member in good standing.
4. The prospective member shall attend one meeting of the Board of Active Directors.
5. The prospective member must read the Laguna Vista Boat Club By-Laws and General Rules and sign a Statement of Agreement to abide by them.
6. All outstanding monetary obligations to the Corporation must be cleared.
7. A \$10,000 Membership Transfer Fee must be paid to the Corporation.
8. A properly endorsed Membership Certificate must be returned to the Corporation by the outgoing member.
9. A Membership Site and cabin Inspection shall be conducted by members of the Board of Active Directors. Any discrepancies noted must be corrected.

A Membership Certificate will be issued to the new member upon completion of the above items.



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10. MEMBERSHIP TRANSFER BY EFFECT OF DEATH OF A MEMBER

If a Membership is to be transferred by Will or by Operation of Law under the Laws of Succession of the State of California, the following conditions apply:

1. No person may own more than one Membership, nor shall any Membership be divided or apportioned between or among more than one person.
2. The Membership Certificate of the deceased Member must be returned to the Laguna Vista Boat Club, Inc.
3. All outstanding monetary obligations to the Corporation must be cleared.
4. The prospective Member must read the Laguna Vista Boat Club By-Laws and General Rules and sign a Statement of Agreement to abide by them.
5. The prospective Member must attend one meeting of the Board of Active Directors.
6. A Membership Site and cabin inspection shall be conducted by members of the Board of Active Directors. Any discrepancies found will have to be corrected.

A Membership Certificate will be issued to the new Member upon completion of the above items. There are no fees to be paid for this transference.



Date: ____

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Goleta, CA 93116-0803

Attn: Board of Active Directors

This is to inform you of the disposition of my Membership in Laguna Vista Boat Club Inc. in the event of my death, either naturally or accidentally.

I want my (wife, husband, etc.) _____,

Presently living at _____ (Street)

(City, State ,Zip)

(Phone)

to take over as sole owner of my Membership and all improvements, including Cabin No. _____ and all its furnishings.

In the event of my (wife, husband, etc.) _____,

passing before me, upon my death,

I want my (wife, husband, etc.) _____,

Presently living at _____ (Street)

(City, State, Zip)

(Phone)

to become sole owner.

In the event that I become incompetent and/or unable to take care of my obligations to the Club, I appoint

my (wife, husband, etc.) _____,

as my Proxy, to act on my behalf in all Club matters and is to become sole owner as stated above.

Signed _____, Membership No. _____

Address _____ (Street)

(City, State, Zip)

(Phone)



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NOTARY PUBLIC CERTIFICATION REQUIRED

Date of Membership Transfer:

Seller:

Buyer:



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12. PRORATIONS OF MEMBERSHIP DUES, PROPERTY TAX & UTILITY FEES

Accounting to be done at the time of Transfer of Membership

TIME FACTOR USED IN CALCULATIONS FOR PRORATIONS: _____

MEMBERSHIP DUES

YTD paid by Seller	\$ _____
Prorated amount paid/due	\$ _____
Amount due/refunded to seller	\$ _____
Amount due from Buyer	\$ _____

COUNTY PROPERTY TAXES

YTD paid by Seller	\$ _____
Prorated amount paid/due	\$ _____
Amount due/refunded to seller	\$ _____
Amount due from Buyer	\$ _____

UTILITY FEES

YTD paid by Seller	\$ _____
Prorated amount paid/due	\$ _____
Amount due/refunded to seller	\$ _____
Amount due from Buyer	\$ _____

Water meter reading: _____
Gallons Used since January 1st _____
Amount due from Seller Rate (_____) X Gallons \$ _____

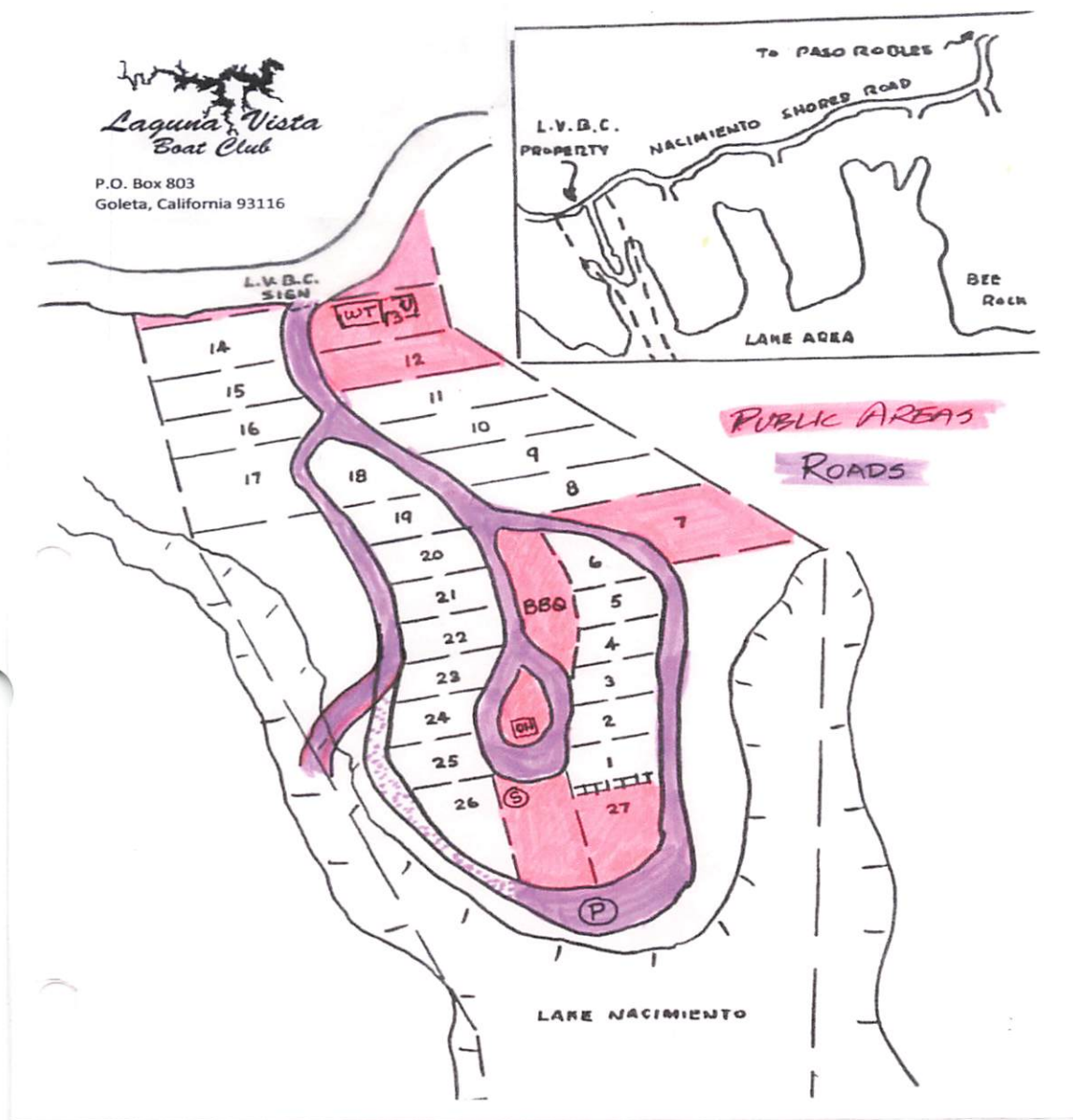
TOTAL PRORATED AMOUNTS

Due from/to be refunded to Seller	\$ _____
Due from Buyer	\$ _____



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13. LAGUNA VISTA BOAT CLUB-SITE PLAN





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14. LVBC SITE/CABIN INSPECTION CHECKLIST

LVBC Membership No. _____

Date of Transfer: _____

1. Exterior Construction _____

2. Chimney Spark Arrester _____

3. Gutters and Downspouts _____

4. Sewer Hookup /Holding Tank _____

5. Exterior Housekeeping _____

6. Electrical per Club Code _____

7. Toilet(s) per Club Requirements _____

8. Fire Extinguisher(s) Available _____

9. Club Rules Posted _____

10. Smoke Alarm _____

11. Other _____

Comments: _____

Inspected by: _____ Date: _____



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15. ARTICLES OF INCORPORATION-LAGUNA VISTA BOAT CLUB

The following is taken from the original Articles of Incorporation from 1964, and is considered to be Confidential Information.

April 4, 1994

ARTICLES OF INCORPORATION Of LAGUNA VISTA BOAT CLUB

THE UNDERSIGNED, citizens and residents of the State of California, hereby associate themselves together for the purpose of forming a Non-Profit Corporation under the law of the State of California, as follows:

FIRST: NAME. The name of this Corporation is and shall be LAGUNA VISTA BOAT CLUB. SECOND: PURPOSES. The purposes for which this Corporation is formed are:

1. The primary and specific purpose of the Corporation is to promote and encourage outdoor skills, safety, and interest, particularly in terms of water sports and camping, and in connection therewith to enable the members of the Corporation to associate with one another and thereby enjoy the benefits of the acquisition of such skills, knowledge of safety, and interest.

2. To purchase, lease, rent, and otherwise acquire and own such property, both real and personal, as is necessary or convenient, in connection with carrying out the other purposes of the Corporation. And to maintain, control, and dispose of such property in accordance with the provisions of these Articles, the by-laws of the Corporation, and the law of the State of California.

3. To engage in such activities related to the primary and specific purpose of the Corporation as may, from time to time, be lawfully authorized by the Board of Directors of the Corporation or the members thereof.

4. To do any and all things, and to engage in any activity, which may be lawfully done or engaged in, under the law of the State of California, from time to time in effect.



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THIRD: NON-PROFIT STATUS. This Corporation is organized pursuant to the General Non Profit Corporation Law of the State of California, and does not contemplate profit or other pecuniary gain, either to itself or to its members.

FOURTH: PRINCIPAL OFFICE. The principal office for the transaction of the business of this corporation shall be, and is, in the County of Santa Barbara, State of California.

FIFTH: DIRECTORS. This Corporation shall have a Board of Directors composed of seven (7) of its members.

SIXTH: First Directors. The names (and addresses) of the persons who are to act as First Directors of this Corporation are as follows: Charles V. Eckert, III, John Waugh (Jr.), Richard J. Martens, Joe Bertell, Edward Hill, J.C. Smith and Maurice Parks.

Signed by all seven Board Members and witnessed by Notary Publics Charles V. Eckert, III and Betty Harris on November 15, 1964 in the County of Santa Barbara, State of California.



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16. LVBC DEED OF TRUST

Laguna Vista Boat Club P. O. BOX 803 Goleta, Ca. 93017	COUNTY OF SAN LUIS OBISPO APR 9 1973 JUNE 8 1973
return address above	SPACE ABOVE THIS LINE FOR RECORDED'S USE RECORDED IN BOOK 13335 PAGE 111 FILED IN BOOK 13335 PAGE 111 JUNE 8 1973 JAMES W. SCOTT Recorder of Deeds for Santa Barbara County Recording Fee: Four Dollars
UNINCORPORATED	
Grant Deed	
THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY	
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged: MID-STATE BANK, a California corporation; and RICHARD J. MARTENS and SHIRLEY MARTENS, husband and wife hereby GRANT(S) to LAGUNA VISTA BOAT CLUB, a non-profit corporation	
The following, described real property in the unincorporated area of the County of San Luis Obispo, State of California: A parcel of land being a portion of Section 13, T25S R9E MON, described as follows: Commencing at the Northeast corner of said Section 13 and running North 89° 20' 35" West, 1368.52 feet along the North line of said Section 13; thence leaving said line and running South 50° 22' 05" West, 1334.10 feet; thence South 21° 30' East, 190.00 feet to the true point of beginning; thence continuing South 2° 30' East, 80.00 feet; thence South 57° 01' 30" East, 373.40 feet; thence South 30° 30' West, 503.00 feet; thence South 26° 46' East, 536.80 feet; thence South 1279.69 feet to the South line of the North half of the Southeast quarter of said Section 13; thence running along said South line, North 89° 03' 39" West, 110.01 feet; thence leaving said South line and running North 1318.32 feet; thence North 26° 46' West, 475.34 feet; thence North 52° 00' West, 312.12 feet; thence North 32° 00' West, 169.44 feet; thence North 20° 00' West, 387.63 feet; thence North 68° 30' East, 256.63 feet to the true point of beginning.	
Dated March 9, 1973	MID-STATE BANK By <u>[Signature]</u> President By <u>[Signature]</u> Secretary Richard J. Martens Shirley Martens
Notary Public COUNTY OF <u>San Luis Obispo</u> State of <u>California</u> March 20, 1973 In presence of me, the undersigned Notary Public, personally appeared <u>Richard J. Martens</u> <u>Shirley Martens</u> and acknowledged that they executed the foregoing instrument for the purposes and consideration therein expressed.	Notary Public COUNTY OF <u>San Luis Obispo</u> State of <u>California</u> March 20, 1973 In presence of me, the undersigned Notary Public, personally appeared <u>James W. Scott</u> and acknowledged that he executed the foregoing instrument for the purposes and consideration therein expressed.