



Bahama Village Docks, Inc Manual for Members

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Introduction

Welcome to the Bahama Village Docks, Inc. (BVD) Membership Manual. This resource has been created to provide a complete and organized reference for the operation, administration, and governance of Bahama Village Docks, Inc.

The manual contains all key documents that guide the management and decision-making processes of our marina. These documents are designed to ensure transparency, foster sound decision-making, and maintain compliance with California law and the principles of our non-profit organization.

Together, these resources provide a framework for upholding the financial health, safety, and operational integrity of Bahama Village Docks while preserving the shared interests of our members and their investment in this vibrant community.

Please use this manual as a primary resource for understanding how the marina is managed, what your membership entails, and how we work together to ensure the continued success and enjoyment of our docks and facilities.

Thank you for being an integral part of Bahama Village Docks, Inc. Your support and involvement are vital to maintaining the spirit and functionality of our marina and community.

Bahama Village Docks, Inc.

EMERGENCY RESPONSE PROCEDURES

General Emergency Contact Procedures

In the event of a theft, injury, fire, or any other emergency involving danger to life, limb, or property on the BVD docks or a boat moored there:

1. Call **911** to contact Coronado Police, Fire Department, or other emergency services.
2. Notify **Coronado Cays Security** at **(619) 575-8100**.
3. Phone and/or text **Bahama Village Docks, Inc** at **619-423-4657**

Addressing Fuel Leaks, Sinking Boats, or Hazardous Spills

If a boat moored at the BVD docks is leaking fuel or oil, taking on water, sinking, or has already sunk, please note that government agencies like the Coronado Police, Fire Department, Coast Guard, or San Diego Harbor Police typically do not assist unless there is an immediate threat to life or limb.

BVD urges all boat owners and others involved not to rely on government agencies for assistance with pumping out boats or containing spills. Immediate action by the boat owner or their designated representatives is necessary to prevent further damage.

Payment Responsibility:

Boat owners are responsible for all costs incurred from emergency response services. Check your boat insurance and towing/emergency contracts for coverage related to pollution and environmental cleanup.

What to Do:

A. Emergency Equipment:

BVD provides emergency equipment for use by members, located near the Bahama Village Clubhouse.

Equipment Available:

- Portable gas-powered high-capacity bilge pump (instructions attached).
- 180 feet of “oil/fuel absorbent” floating boom.
- 100 two-foot square absorbent pads for spill containment and collection.

How to Access:

B. Notify Key Contacts:

- Contact the boat owner if possible.

- Notify Coronado Cays Security at **(619) 575-8100**.
- Reach out to a BVD contact to deploy the marina's emergency resources.

C. Report Significant Spills:

If you observe a significant fuel or oil spill, even if the source is unclear:

- Call the **National Response Center (NRC)** at **(800) 424-8802** to report the issue.

D. Hazardous Material Escapes:

For spills involving oil, gas, diesel, holding tank fluids, or other hazardous materials, contact:

- **NRC Republic Services**
- Office: **(619) 235-3320**.
- 24-Hour Emergency Line: **(877) 880-4672**.

E. Sinking or Sunken Boats:

If a boat is sinking or has sunk, immediately contact:

- **BoatUS Vessel Assist: (619) 672-5918** (Owner/Manager: Robert Butler).
- **Sea Tow: (888) 973-2869**.

Non-Emergency Dock Issues

For less critical concerns, such as:

- Water leaks, electrical breaker issues, or trash problems.
- Dock ramp, piling, or roller maintenance issues.
- Vandalism, trespassing, or unauthorized boats.

Contact the BVD phone number or any listed contact.

Reporting Wildlife

To report a dead marine mammal in San Diego County, call 858-546-7162. To report a live marine mammal in San Diego County, call 800-541-7325.

Communication with BVD

For any additional problems, concerns, or suggestions:

- Reach out to one of the listed BVD contacts.
- Your input is valued and helps ensure the safety and maintenance of the marina.

Regulations and Rules of Conduct

General Authority

These *Regulations & Rules of Conduct* for Bahama Village Docks are established to promote the safe, neighborly, and respectful use of our marina facilities. As members of the Bahama Village community, we share a commitment to upholding the Corinthian spirit—valuing camaraderie, fair-mindedness, and cooperation among our members. Our goal is to maintain the BVD tradition of a vibrant, welcoming marina that brings together friends and neighbors in the spirit of mutual goodwill, fun, and shared enjoyment for all in the Bahama Village community. We're dedicated to supporting members' love of the water with safe, well-maintained docks, while preserving our beautiful marina for many joyful years to come.

By following these rules, we not only protect our own enjoyment and safety on the docks, but also maintain the appearance, functionality, and value of our marina and properties. Preserving the high standards of our docks supports our shared investment and helps sustain the overall quality and appeal of our community for years to come.

With this in mind, we ask all members to adhere to these *Regulations & Rules of Conduct* in the spirit of mutual respect and responsibility.

Slip Use Regulations

Slip Assignments are managed by the BVD Board of Directors in accordance with *Bahama Village Dock By Laws* and these *Bahama Village Docks Regulations and Rules of Conduct*.

Slip Use Restrictions

PROHIBITION ON SUBLEASING, RENTAL OR SALE OF SLIPS: All slips and facilities of Bahama Village Docks, Inc are the sole property of Bahama Village Docks. No member owns a slip and members are prohibited from subletting, renting, assigning, or transferring their rights to the designated slip to any third party. Any attempt to sublet, rent, or transfer slip use without such approval may result in the termination of the member's slip privileges and/or membership.

PROHIBITION OF LIVEABOARDS: The use of slips for liveaboard purposes is prohibited.

PROHIBITION OF COMMERCIAL ACTIVITY: Commercial activity at Bahama Village Docks (BVD, Inc.) is prohibited, except for activities directly related to the authorized repair, refurbishment, cleaning, or maintenance of watercraft or equipment moored at the marina or supporting Bahama Village Docks facilities and members' boats. These services must be performed for the benefit of BVD, Inc. or its slip occupants. Any other commercial activities, including but not limited to embarkation or debarkation for commercial tours, water taxis, or expeditions, are strictly prohibited within Bahama Village Docks.

RESTRICTIONS TO HOME REMODELING: Use of Bahama Village Docks Inc facilities for remodeling of homes contiguous to the waterfront is prohibited without written permission for access from Bahama Village Docks, Inc. This will normally require a waiver of risk and indemnity.

Slip Use Requirements

1) ELIGIBLY FOR SLIP USE: Slips may only be occupied by boats owned, registered or chartered by Class A, B, and C Members of Bahama Village Docks, Inc except when granted Temporary Slip Access as a Guest by the BVD Board as noted below.

2) DEFINITIONS OF BAHAMA VILLAGE MEMBERSHIP CLASSES: Per BVD By Laws:

- a) **Class A Member:** A Class A Member certificate bearing homeowner of property in Bahama Village.
- b) **Class B Member:** A homeowner of property in Bahama Village who does not bear a certificate of class A Membership in Bahama Village Docks, Inc.
- c) **Class C Member:** A bonified lease-holding tenant/resident of Bahama Village who is not a homeowner.
- d) **Guest Users:** a bona fide guest of a Class A Member.

3) **TERMS OF ACCEPTANCE OF A BOAT AND WATERCRAFT FOR MOORAGE IN THE MARINA**

a) **Insurance Requirements**

The User shall, at the User's own expense, maintain liability insurance coverage with a minimum value of \$500,000. BVD, Inc. must be named as an additional insured party in accordance with the instructions provided by BVD, Inc. The User is responsible for submitting proof of insurance and annually updating this documentation for any watercraft moored at the marina.

b) **Documentation Requirements**

The User must provide, and keep current, either U.S. Coast Guard documentation or State Registration as proof of ownership for each vessel. If the watercraft is under charter, the User must supply documentation indicating the charter arrangement to the Bahama Village member.

c) **Inspection of Boats and Watercraft.**

Acceptance for moorage is contingent upon an inspection conducted by the BVD Dockmaster.

4) **BOAT AND WATERCRAFT UPKEEP AND APPEARANCE.**

a) **Vessels and Functionality:** All vessels must be capable of independent steerage under power or sail and may be required to demonstrate functionality. Vessels that cannot be demonstrated to function in a seaworthy manner will require the owner to present the dockmaster with a plan and schedule for repair. Failure to effect repair in a timely manner will result in termination of the vessel's acceptance at the docks subject to removal at the owner's expense.

b) **Appearance:** Vessels, floats and other watercraft shall be regularly cleaned and present a seaworthy and shipshape condition.

c) **Boat Hoists:** must be maintained in demonstrable working order. Failure to effect repair in a timely manner will result in termination of the hoist's acceptance at the

docks subject to removal at the owner's expense.

- d) **Floats, dinghies, and other small watercraft:** must retain buoyancy and seaworthy service. Failure to effect repair in a timely manner will result in termination of the watercraft's acceptance at the docks subject to removal at the owner's expense.

5) TEMPORARY ACCESS

- a) **Guests' Temporary Use of Slips:** Subject to prior approval by the President, Vice President or Dockmaster acting for the Board of Directors, any Class "A" Member is entitled to use or allow a bona fide house guest to use an empty slip assigned by the BVD Board for three (3) days free, and up to fourteen (14) additional days thereafter once in any three (3) month period for a prepayment use assessment equal to \$10.00 per day.
- b) **Brief Tie-ups:** From time to time, Class A Members host other boaters and their watercraft for brief visits in conjunction with a social event. Any Class A member may allow such a brief tie-up in a slip known to be out of use or at a BVD designated guest slip. BVD permission is required if a guest tie-up will last longer than overnight. As always, members may check in with the President, Vice President or Dockmaster to ensure a slip is out of use and available for a brief tie-up.
- c) **Clubhouse Events:** With approval of the President, Vice President or Dockmaster acting for the Board of Directors, **homeowners** of Bahama Village and Antigua Village using the Bahama Village Clubhouse may be allowed to moor boats in the vicinity of the clubhouse during the scheduled event. The following criteria apply:
 - i) The event is scheduled and permitted by the Coronado Cays HOA.
 - ii) The host and participant of the event is a resident of Bahama or Antigua Village.

Slip Assignment

All slip assignments for floats and watercraft require prior approval by the Dockmaster as empowered by the Board of Directors after submission and approval of a **BVD Slip Use Application and Agreement**, submission of applicable registration and insurance documentation and inspection of the watercraft by the Bahama Village Dockmaster.

1) Class A Members Assignment Priority:

Class A members have exclusive and priority status for assignment of boat slips on a first-come, first-served basis.

2) Categories of Slip Assignment are Assigned Slip, Reserved Slip, or Temporary Assigned Slip.

- a) **Assigned Slip:** An Assigned Slip is attached to the Class A Membership when a slip use agreement is in effect and the user is paying a slip use fee. An Assigned Slip attached to a Class A Membership may not be reassigned to any other homeowner as long as the slip fees are paid and home ownership in Bahama Village is maintained. An Assigned Slip does not have to be occupied by a vessel in order to remain assigned to the Membership as long as the slip use fee is paid.
- b) **Reserved Slip:** The Board maintains a reservation system noting the slip number preference of Class A Members who do not have a current slip use agreement in effect. These members will have the first right of refusal for reserved slips before assignment to others.
 - i) **Reservation Challenge:** If a Class A Member wishes to attain Assigned Slip status for use a slip already reserved by another Class A Member, they may challenge the reservation into Assigned Slip status under their membership by submitting a written request for a minimum of two years slip assignment and prepay twelve (12) months of assessments. The Class A Member holding the reservation is then given thirty (30) days to negate the challenge by committing to payment of the applicable slip use fee.
- c) **Temporary Assigned Slips** are:
 - i) Slips used by Class B and C members and Guests
 - ii) Slips used by Class A members who wish to temporarily occupy another Class A member's reserved but unused slip.

These Temporary Assigned Slips must be vacated within 30 days upon notice from the President, Vice President, or Dockmaster acting for the Board of Directors.

- 3) Class B and C Members:** Class B and C Members may moor boats in Bahama Village Docks upon BVD Board approval on a space available basis at four times the Class A Members' slip use fee.
- a) All slip assignments for Class B and C members are Temporary Assigned Slips.
 - b) Class B and C members slip use is month-to-month and may be reassigned to Class A members with 30 days' notice. Under normal circumstances, Class B and C members will then be given the option to move to another unused slip.
- 4) Tenants' Use of Slips**
- a) Class A Members who lease their properties to others may advise prospective tenants and advertise that a boat slip will be made available to them through contact with Bahama Village Docks, Inc.

- b) Class A Member Landlords may advertise the Class A slip fee rate as applicable to their tenants.
- c) All documentation, requests for slip usage, collection of slip use fees, and permissions for use of slips in Bahama Village Docks, Inc must be negotiated directly between the tenant and Bahama Village Docks, Inc.
- d) Normally, a slip will be assigned to the tenant per the reserved status of homeowner Class A Member. However, the Board reserves the right to assign tenants' slips at the Board's convenience to accommodate the nature of the tenant's watercraft or other Class A Member's needs.
- e) **Leases and Promises:** No terms of a lease or rental agreement that assigns a slip will be honored by Bahama Village Docks, Inc. without direct application by the boat owner(s) to Bahama Village Docks, Inc for slip usage. A lease may state that subject to acceptance of the watercraft, a slip will be made available through Bahama Village Docks, Inc.
- f) **Tenants' fees:** Tenants of Class A Members will pay a slip use fee directly to Bahama Village Docks, Inc set at the class A Member Rate. Tenants of Class B and C members will pay a slip use fee at the Class B and C members' rate.

5) Slip Use Agreement

All Class A, B and C Members must complete a Slip Use Application and Agreement and meet the Slip Use Requirements prior to attaining Assigned or Temporary Assigned Status.

6) City of Coronado and Coronado Cays Homeowners Association Regulations.

- a) Due to encroachment on city-maintained waterways, the City of Coronado limits the extension of boats beyond the end of fingers to seven (7) feet on the north side and five (5) feet on the east side of BVD docks
- b) Boats that exceed these limits may be cited and or towed by the City of Coronado.
- c) The Coronado Cays Homeowners Association mandates that boats be moored bow-in to prevent sea wall erosion.

Fees and Assessments

Slip Fees

Base slip fees are promulgated in the Bahama Village Docks Fee Schedule. They are set by the BVD Board of Directors based upon class of membership and the size of the slip. The following additional rules are applied:

1) Relief of Slip Fees

Class A Members who do not moor a boat at BVD do not pay slip use fees irrespective of reservation status.

2) ENCROACHMENT SURCHARGE:

a) Encroachment on Adjacent Slips

When the Dockmaster determines that a vessel as moored encroaches into the adjacent slip more than 50% over the width of its assigned slip, that vessel may be assessed an Encroachment Surcharge calculated at 50% of the slip fee as listed in the table above. The following scenarios apply:

- i) Scenario A: Adjacent Slip is Empty and Not Reserved
The vessel will be subject to the Encroachment Surcharge.
- ii) Scenario B: Adjacent Slip is Empty and Reserved.
The vessel will be subject to the Encroachment Surcharge.
- iii) Scenario C: Adjacent Slip The is Assigned/Paid for by the Same Class A Member
No Encroachment Surcharge will be levied.

b) Double Tie Slips

Double tie slips 14, 33, 48, 61, 65, 74, 85, 94, 103 are not subject to the Encroachment Surcharge.

c) Oversized Boat Lifts

If a boat lift, when fully deployed to launch or accept a vessel or watercraft, encroaches more than 50% over the width of its assigned slip, the vessel or watercraft shall be assessed an Encroachment Surcharge.

3) USE OF MULTIPLE SLIPS:

Multiple boats moored in multiple slips will be reviewed to ensure that appropriate slip payments are made in accordance with the above policies. The criteria will be that **if a member uses a vacant slip for a boat on a regular basis, the member will be charged for that slip use** and be required to adhere to the priority reservation rights of Class A Members.

4) FLOATS:

Floats for small craft or dinghies, kayaks, etc. occupying a slip will pay the appropriate monthly slip rate. Floats for small craft or dinghies, kayaks, etc. located between the head-walk and bulkhead pay a monthly rate of \$65.00 for Class "A" members to use or \$260.00 for Class "B" & "C" members to use if not otherwise paying a monthly slip use fee. Members paying a monthly slip fee will not be charged for floats moored inside the headwalk.

Floats may not be attached to the dock structure by any means other than the use of cleats or other flexible ties installed by BVD maintenance personnel using BVD approved means of attachment. Floats attached to the docks by bolts or screws will have the attachment removed and replaced with BVD approved means of attachment.

5) KAYAK AND SURFBOARDS:

Kayaks, Stand Up Paddle Boards, and surfboards may be maintained on owner floats or kept on the BVD Racks by the BVD Clubhouse for a yearly rate of \$150.00 for any Class A, B or C member. No kayaks, dinghies or auxiliary water or related boat usage, etc. items are to be left or stored on the headwalk or fingers to comply with a Coronado Fire Department mandate.

6) JET SKI RACKS:

Jet Ski Racks may be placed by members on either side of the Slip #52/53 a yearly rate of \$450.00 for Class A Members and \$1800.00 for Class B and C members.

7) LEGACY WOODEN GANGWAYS:

- a) Wooden gangways leading from homes to the headwalk will be maintained only as long as they are deemed safe for use by Bahama Village Docks, Inc. Dockmaster. Unsafe gangways will be removed and the homeowner given the option of replacing the gangway with a standard BVD gangway.
- b) Sale or transfer of ownership of a home with a wooden gangway will result in the removal of wooden gangways irrespective of their condition. The new owners will be given the option of installation of a standard aluminum gangway at their expense.

Annual Fees and Assessments

- 1) The Bahama Village Docks, Inc Board of Directors on the recommendation of the Treasurer determines an annual fee to be paid by all Class A Members. The fee amount will be published by 1 December and due for payment on 1 January of the next year.

- 2) Waterfront members who have not replaced legacy wooden gangways with BVD approved gangways before 1 January 2025 will be assessed an annual maintenance fee to be set by the BVD Board of Directors by 1 December of every year.

General Dock Regulations

1) Installation of Equipment on Docks, Fingers and Head Walks:

Only BVD approved cleats, dock boxes and hose hangers may be installed on the docks. All installations are to be performed by BVD personnel.

2) Proper Storage and Cleanliness:

No materials, equipment, chairs, tables or other personal property shall be maintained on head walks, fingers, or gangways.

3) Pollution Prohibition:

Any maintenance, repairs, or activities that pollute the slip space or adjacent waterways are strictly prohibited.

4) Dog Ramps: Dog ramps are allowed but must be removed from the docks after usage.

5) Boat Steps: Must be white poly/fiberglass.

6) Swim Ladders: Swim ladders may be installed at the end of fingers where a use fee is paid by the Class A Member. Ladders must be installed by BVD personnel.

7) Dock Storage Boxes:

Only BVD approved dock storage boxes may be used. Dock boxes are for non-flammable items only.

8) Hoses and Electrical cords.

Hoses must be kept in dock boxes, on board, or on approved BVD hose hangers.

9) Electrical Safety:

a) Shore power connection to boats requires a NEMA L5-30P male, twist lock plug connection to the shore power pedestal or, on slip pedestal #63 only, a NEMA SS2-50P male twist lock plug. UL-approved marine-use three stranded-wire must be used for connection to the boat.

b) 15 Amp Marine Grade adaptors may be used with marine-use three stranded wire.

c) From the 30 amp pedestals, marine grade adapters to 50 Amp boat systems may be used provided the power draw does not trip the shore breaker.

d) All power cord connections to the power pedestal must be firmly locked as designed with the twist lock connection. Additional devices to secure the power cord to the

power pedestal such as a bungee cord, line or wire connectors are prohibited.

10) Dock Safety:

No projections, including bow rollers or anchors, may extend onto the headwalk, sidewalk, or beyond waterway easement boundaries. Boats must use fenders on the dock side, and dock steps must be approved by BVD before installation.

11) Hoist Approval:

Hydro-Hoists or similar apparatus may only be installed using the provided cleats and require prior approval by BVD.

Class A Membership Purchase and Exchange

1) Class A Membership Fees:

As of January 1, 2025, the Class A Membership fee for purchase from Bahama Village Docks is set at \$60,000, with an annual increase of 2%.

2) Membership Limits:

No homeowner may hold more than two (2) Class A memberships at any time.

3) Transfer and Sale of Class A Memberships between Buyers and Sellers of Property in Bahama Village:

Sale of a Bahama Village property held by a Class A Member will normally result in a transfer of the Class A Membership to the new owner. Such a transfer is effective upon provision of the following to Bahama Village Docks, Inc. through the property sale escrow process:

- a. Prospective new Class A Member's proof of ownership of a property in Bahama Village, Coronado Cays, Coronado California
- b. Signature and acceptance by representing agents and buyer and seller of Bahama Village Docks, Inc. Class A Membership Transfer and Sales Disclosure and the Bahama Village Docks Request for Membership Transfer.
- c. Payment of a \$9000 transfer fee to BVD for transfer of a Class A Membership as a part of the sale of a property in Bahama Village.
- d. In the case of a sale to or between any corporation or LLC, a statement of true ownership of the parties.

4) Transfer and Sale of Class A Memberships between Homeowners in Bahama Village:

Transfer for a Class A Membership to another property owner in Bahama Village separate from any property sale is effective upon:

- a. Prospective Class A Member's proof of ownership of a property in Bahama Village, Coronado Cays, Coronado California
- b. Signature and acceptance by representing agents and buyer and seller of Bahama Village Docks, Inc. Class A Membership Transfer and Sales Disclosure and the Bahama Village Docks Membership Application.

- c. In the case of a sale to or between any corporation or LLC, a statement of true ownership of the parties.
- d. Payment of a transfer fee of \$9000.00 to BVD for sale of a Class A Membership between bona fide homeowners within Bahama Village.

5) Conveyance of Class A Membership Upon Member's Death:

- a. In the event of the death of a Class A Member, the membership shall convey to the estate associated with the Bahama Village property to which the membership is tied.
- b. The estate shall retain all rights and responsibilities associated with the Class A Membership, including the use of the assigned slip, until such time as the property is sold, transferred, or otherwise conveyed. Any subsequent transfer of the membership must comply with the regulations governing Class A Membership transfers, including payment of applicable fees and submission of required documentation.
- c.

6) No Redemption Provision:

There is no provision for redeeming Class A memberships for a refund of the membership fee.

Arbitration and Enforcement

1) ARBITRATION AND CONFLICT RESOLUTION

The Board of Directors will arbitrate disputes among Class A, B, and C members regarding membership transfers, slip assignment priority, slip use, and any offenses against the By-Laws or regulations. In cases where a conflict of interest may arise, the Board retains the authority to appoint an independent arbitrator to ensure impartiality

2) VIOLATIONS AND COMPLIANCE

a. Notice of Violation:

Any member found in violation of BVD rules or regulations will receive a written notice specifying the violation and outlining the corrective actions required. Members must correct the violation within ten (10) days, or, if repairs are required, within a timeframe agreed upon by the Dockmaster or as outlined in an approved repair plan.

b. Fines for Non-Compliance:

Failure to comply within the specified timeframe may result in a monthly fine equal to either the affected slip's use fee or \$100, whichever is greater, until compliance is achieved.

c. Board Review, Due Process, and Final Notice:

- **Board Review:** Continued non-compliance will trigger a review by the Board of Directors. At this stage, the member will be notified in writing of the Board's intent to proceed with further action, including possible revocation of membership rights and slip use agreement.
- **Right to a Fair Hearing:** The member will have the opportunity to present their case before the Board to contest the violation, fine, or any proposed actions. This hearing will be scheduled at a mutually convenient time within 30 days of the notice, allowing the member a chance to address the Board before any final decision is made.
- **Final Thirty-Day Compliance Notice:** Upon a majority vote, and following the hearing (if applicable), the Board may issue a Final Thirty-Day Notice to effect compliance. The notice will specify the actions required to resolve the issue and avoid further penalties. If the member fails to correct the violation within this period, BVD Membership and Slip Use Agreement may be revoked without refund.

3) IMPOUNDMENT PROCEDURES:

If a watercraft is in violation and compliance is not achieved within the final notice period, BVD reserves the right to impound and remove the offending watercraft in accordance with California marina regulations and lien laws. Impoundment will follow the steps below to ensure compliance with due process:

- **Pre-Impoundment Notice:** The member will be issued a written notice of intent to impound, including the reason for impoundment, any outstanding fees, and instructions for reclaiming the watercraft. This notice will be sent via certified mail at least 30 days prior to any impoundment action.
- **Right to Reclaim:** The member will have the opportunity to reclaim the watercraft by resolving any outstanding violations and paying applicable fees, including impoundment or storage costs, within the 30-day period.
- **Lien and Disposal:** If the member does not respond or reclaim the watercraft within the designated period, BVD may initiate lien proceedings in compliance with California lien and auction laws. This includes issuing a public notice, providing the member with a final opportunity to pay all dues, and, if necessary, auctioning the watercraft to recover costs.

Note: BVD will adhere strictly to California legal requirements for notice and due process in any actions related to revocation of membership or impoundment of property.

4) CONFLICT RESOLUTION

The Board reserves the right to resolve conflicts among members, and all decisions and rulings are final. Failure by the Board to act upon known issues does not constitute a waiver of any provisions in these regulations, rules, or By-Laws. This reservation of rights ensures that the Board retains authority to enforce compliance and address concerns as they arise, even if initial actions were delayed.

5) INCIDENT REPORTING

In the event of any accident or damage involving a slip user, the incident must be reported in writing to BVD within 72 hours. The report should include all relevant details, such as the date, time, location, description of the incident, and names and contact information for all parties involved. Timely reporting is essential for both liability and insurance purposes and ensures that BVD can address any issues promptly.

BYLAWS OF BAHAMA VILLAGE DOCKS, INC.

A California Nonprofit Mutual Benefit Corporation

ARTICLE I NAME

The name of this corporation is Bahama Village Docks, Inc.

ARTICLE II OFFICES

2.01 PRINCIPAL OFFICE

The current principal office for the transaction of the activities and affairs of the corporation ("principal office") is located at 1001 B Avenue, Suite 202, Coronado, CA 92118. The Board of Directors ("the Board") may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

2.02 OTHER OFFICES

The Board may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to conduct its activities.

ARTICLE III PURPOSES AND LIMITATIONS

3.01 PURPOSES

This corporation is a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law. Such purposes for which this corporation is formed are pleasure, recreation and other non-profitable purposes. This corporation is

organized exclusively for such purposes within the meaning of section 501(c)(7) of the Internal Revenue Code of 1954. Notwithstanding any other provision of these Bylaws, this corporation shall not, except to an insubstantial degree, carry on or engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(7) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

The specific purpose of this corporation is to own, manage, maintain, repair, rent and dispose of, if necessary, in accordance with the law, the boat slips located within and adjacent to the Bahama Village section of the Coronado Cays development, Coronado, California, solely for the benefit of the homeowners and residents of Bahama Village in the Coronado Cays development, Coronado, California. The further specific purpose of this corporation is to cultivate and promote social intercourse between the homeowners and residents of Bahama Village through supporting sailing and yachting activities and other related social activities as the Board may determine from time to time.

3.02 LIMITATIONS

(a) **Political activity.** No substantial part of the activities of this corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including the publishing or distributing of statements in connection with) any political campaign on behalf of any candidate for public office.

(b) **Property.** The property, assets, profits and net income are dedicated irrevocably to the purposes set forth in section 3.01 above. No part of the profits or net earnings of this corporation shall ever inure to the benefit of any of its directors, trustees, officers, members, employees, or to the benefit of any private individual.

ARTICLE IV ***MEMBERSHIP***

4.01 QUALIFICATIONS AND RIGHTS OF MEMBERSHIP

(a) **Classes and qualifications.** This corporation shall have one or more classes of members, consisting of persons dedicated to the purposes of this

corporation, who meet the qualifications for membership, as the Board may determine shall be eligible for membership on approval of the membership application by the Board and on timely payment of such dues, fees and assessments as the Board may fix from time to time.

(b) **Members.** The membership shall consist of three classes; Class A; Class B; and Class C.

(1) Class A members shall consist of accepted and paying members who are homeowners of Bahama Village comprised of III homes. There shall be III Class A memberships. Class A memberships may not be divided. Class A members shall pay the fees, dues and assessments in the amounts to be fixed from time to time by the Board. Class A members shall have first rights and priority with respect to slip availability as fixed by the Board. Class A members shall be entitled to vote and hold office in the corporation.

(2) Class B members shall consist of members who are homeowners of Bahama Village, but who do not otherwise elect to become Class A members. Class B members shall pay the fees, dues and assessments associated with slip use in the amounts to be fixed from time to time by the Board. Class B members shall have the rights with respect to slip availability and priority as fixed by the Board subject to the rights and priority of Class A members. Class B members shall not be entitled to vote nor hold office in the corporation.

(3) Class C members shall consist of residents of Bahama Village who are not homeowners. Class C members shall pay the fees, dues and assessments associated with slip use in the amounts to be fixed from time to time by the Board. Class C members shall have rights with respect to slip availability and priority as fixed by the Board subject first to the rights and priority of Class A members and second the rights and priorities of Class B members. Class C members shall not be entitled to vote nor hold office in the corporation.

4.02 DUES, FEES AND ASSESSMENTS

Each member must pay, within the time and on the conditions set by the Board, the dues, fees and assessments in amounts to be fixed from time to time by the Board for each class.

(a) There shall be an initial fee for Class A membership fixed by the Board as follows:

(1) \$4,000.00 if paid by October 15, 1989; or

(2) \$4,500.00 if paid by November 15, 1989; or

(3) \$5,000.00 if paid by November 15, 1990; or

(4) After November 15, 1990, the Class A membership fee will increase at the rate of twelve percent (12%) per year.

(5) Commencing on November 15, 2005 the Class A membership fee will increase at the rate of eight percent (8%) per year. (second change)

(6) Commencing on November 15, 2012 the Class A membership fee will increase at the rate of two percent (2%) per year unless the cost of living increases four percent (4%). In that case the rate will be four percent (4%). (third change)

(b) The rights and privileges of Class A membership shall be set by the Board from time to time, but Class A members shall be entitled to vote, to hold office and to have the first priority regarding slip availability and assignment. Class B members shall not be entitled to vote or hold office and shall have second priority after the Class A members to slip availability and assignment. Class B members shall be entitled at any time to become Class A members upon the payment of the necessary fees, dues and assessments as determined by the Board of Directors. Class C members shall not be entitled to vote or hold office and are entitled to slip availability, assignment and usage as is available and as determined by the Board of Directors. Class C members, because of their status as residents of Bahama Village but not homeowners of Bahama Village, shall not be entitled to become Class A or Class B members.

(c) Assessments for use of specific slips shall be fixed from time to time by the Board.

4.03 GOOD STANDING

Those members who have paid the required dues, fees and assessments in accordance with these Bylaws and as fixed by the Board and who are not suspended shall be members in good standing.

4.04 TERMINATION AND SUSPENSION OF MEMBERSHIP

(a) Causes of termination. A membership shall terminate on occurrence of any of the following events:

(1) Resignation of the member on reasonable notice to the corporation;

(2) Failure of the member to pay dues, fees or assessments as set by the Board within the period of time set by the Board after they become due and payable;

(3) Occurrence of any event that renders the member ineligible for membership or failure to satisfy membership qualifications; or

(4) Expulsion or suspension of the member pursuant to sections 4.04(b) and 4.04(c) of these Bylaws.

(b) Suspension of membership. A member may be suspended under section 4.04(c) of these Bylaws based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the member has filed in a material and serious degree to observe the rules of conduct of the corporation or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the corporation.

A person whose membership is suspended shall not be a member during the period of suspension.

(c) Procedure for expulsion or suspension. If grounds appear to exist for expulsion or suspension of a member, the procedure set forth below shall be followed:

(1) The member shall be given fifteen (15) days prior notice of the proposed expulsion or suspension and the reasons for the proposed expulsion or suspension. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by first class or registered mail to the member's last address as shown on the records of the corporation.

(2) The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed expulsion or suspension. The hearing shall be held, or the written statement considered, by the Board or by a committee or person authorized by the Board to determine whether the expulsion or suspension should take place.

(3) The Board, committee or person shall decide whether or not the member should be suspended, expelled or sanctioned in some other way. The decision of the Board, committee or person shall be final.

(4) Any action challenging an expulsion, suspension or termination of membership, including a claim alleging defective notice, must be commenced within one year after the date of the expulsion, suspension or termination.

4.05 TRANSFER OF MEMBERSHIPS

A membership or any right arising from membership may be transferred to another person meeting the qualifications set forth in section 4.01(a) of these

Bylaws only on the approval of the Board. The Board may by resolution impose transfer fees or other conditions on the transferring party as it deems fit, provided those fees and conditions are the same for similarly situated members.

Commencing on August 15, 2017, transfers from a member to another member or non-member Bahama Village homeowner not involved with the sale of their house, a “Non-House Sale” related transfer, shall incur a \$9,000 flat rate transfer fee (4/2019) with the sale terms required to be confirmed and provided in writing and signed under penalty of perjury by seller and buyer between the parties to BVD, Inc., along with payment to BVD, Inc. before any transfer will be approved or finalized.

Bona fide gifts or transfers on death of a Class ‘A’ membership to family members or placing a membership in their self-trusted living trust, homeowner controlled corporation, LLC or partnership would not incur the “Non-House Sale” transfer fee.

4.06 MEETINGS OF MEMBERS

(a) Place of meeting. Meetings of the members shall be held at any place within San Diego County, California designated by the Board. In the absence of such designation, members' meetings shall be held at the principal office of the corporation.

(b) Annual meeting. An annual meeting of members shall be held on a date during the first fifteen days of May. Saturday meetings shall be at 10:00 AM and weekday meetings held a 7:00 PM, unless the Board fixes another date or time and so notifies the members as provided in section 4.06 (d) of these Bylaws. At this meeting directors shall be elected and any other proper business may be transacted, subject to the notice requirements of section 4.06(d)(3) of these Bylaws. (first change)

(c) Special meetings. A special meeting of the members may be called for any lawful purpose by a majority vote of the Board or by the President or by five percent (5%) or more of the members. A special meeting called by any person(s) (other than the Board) entitled to call a meeting shall be called by written request, specifying the general nature of the business proposed to be transacted and submitted to the Chairman of the Board, if any, or the President or any Vice President or the Secretary of the corporation. The officer receiving the request shall cause notice to be given promptly to the members entitled to vote, in accordance with section 4.06(d) of these Bylaws, stating that a meeting will be held at a special time and date fixed by the Board, provided, however, that the meeting date shall be at least thirty-five (35) but no more than ninety (90) days after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person(s) requesting the meeting may give the notice. Nothing in this section shall be construed as limiting, fixing or affecting the time

at which a meeting of members may be held when the meeting is called by the Board.

No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

(d) Notice requirements for members' meetings

(1) General notice requirements. Whenever members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given in accordance with section 4.06(d) of these Bylaws to each member entitled to vote at the meeting. The notice shall specify the place, date and hour of the meeting and (i) for a special meeting, the general nature of the business to be transacted and no other business may be transacted, or (ii) for the annual meeting, those matters that the Board, at the time notice is given, intends to present for action by the members, but any proper matter may be presented at the meeting. The notice of any meeting at which directors are to be elected or written ballots distributed for the election of directors shall include the names of all persons who are nominees when the notice or the ballot is given.

(2) Manner of giving notice. Notice of any meeting of members shall be in writing and shall be given at least ten (10) days but no more than ninety (90) days before the meeting date. The notice shall be given either personally or by first class, registered or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each member entitled to vote at the address given by the member to the corporation for purposes of notice. If no address appears on the books of the corporation and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that member by first class mail or telegraphic or other written communication delivered to the principal office of the corporation or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

(3) Quorum - number required. A majority of the voting members, present in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of members.

(4) Adjournment and notice of adjourned meetings. Any members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than forty-five (45) days. When a members' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date

for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

(e) Voting.

(I) Eligibility to vote. Subject to the provisions of the California Nonprofit Corporation Law, the only person entitled to vote at any meeting of members shall be Class A members who are in good standing as of the record date determined pursuant to section 4.07 of these Bylaws.

(2) Voting. Each Class A membership shall be entitled to cast one vote for each Class A membership held on each matter submitted to a vote of the members. Cumulative voting shall not be permitted.

(3) Approval by majority vote. If a quorum is present, the affirmative vote of a majority' of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number or voting by classes is required by the California Nonprofit Corporation Law or by the Articles of Incorporation.

(f) Waiver of notice or consent by absent members.

(I) Written waiver or consent. The transactions of any meeting of members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present either in person or by proxy and (ii) either before or after the meeting, each member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

4.06 ACTION WITHOUT A MEETING

(a) Action by unanimous written consent. Any action required or permitted to be taken by the members may be taken without a meeting if all members consent in writing to the action. The written consent(s) shall be filed in the corporate minute book. Any actions taken by the written consent shall have the same force and effect as the unanimous vote of the members.

4.07 PROXIES

(a) Right of members. Each membership entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the member's name is placed on the proxy

(whether by manual signature, typewriting, telegraphic transmission or otherwise) by the member or the member's attorney in fact.

(b) Form of solicited proxies. If the corporation has one hundred (100) or more members, any form of proxy distributed to ten (10) or more members shall afford an opportunity on the proxy to specify a choice between approval and disapproval of each matter or group of related matters, and shall provide, subject to reasonable specified conditions, that when the person solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance with that specification. In any election of directors, any form of proxy that a member marks "withhold" or otherwise marks in a manner indicating that authority or vote for the election of directors is withheld shall not be voted either for or against the election of a *director*.

(c) Requirement that general nature of subject of proxy be stated. Any proxy covering matters for which a vote of the members is required, including amendments of the Articles of Incorporation or Bylaws changing voting rights; removal of directors without cause; filling vacancies on the Board of Directors; the sale, lease, exchange, conveyance, transfer or other disposition of all or substantially all of the corporate assets, unless the transaction is in the usual and regular course of the activities of the corporation; the principal terms of a merger or the amendment of a merger agreement; or the election to dissolve the corporation, shall not be valid unless the proxy sets forth the general nature of the matter to be voted on or, with respect to an election of directors, the proxy lists those who have been nominated at the time the notice of the election is given to the members.

(d) Revocability. A validly executed proxy shall continue in full force and effect until:

(1) Revoked by the member executing it, before the vote is cast under that proxy, (i) by a writing delivered to the corporation stating that the proxy is revoked, or (ii) by a subsequent proxy executed by that member and presented to the meeting, or (iii) as to any meeting, by that member's personal attendance and voting at the meeting; or

(2) Written notice of death or incapacity of the maker of the proxy is received by the corporation before the vote under that proxy is counted, provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of a proxy shall be three (3) years from the date of execution. A proxy may not be irrevocable. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the California Nonprofit Corporations Code.

4.08 RECORDS

The Secretary shall keep or cause to be kept, at the principal office of the corporation, or at a place determined by resolution of the Board, a record of the members of the corporation showing each member's name, address and class of membership.

4.09 ANNUAL REPORT

The Board shall cause an annual report to be sent to the members within seventy-five (75) days after the end of the fiscal year of the corporation. That report shall contain the information specified in Article IX section 9.03 of these Bylaws.

ARTICLE V DIRECTORS

5.01 POWERS

(a) General corporate powers. Subject to the provisions and limitations of the California Nonprofit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation and of these Bylaws, the activities and affairs of the corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

(b) Specific powers. Without prejudice to these general powers, but subject to the same limitations, the directors shall have the power to:

(1) Appoint and remove, at the pleasure of the Board, all officers, agents and employees of the corporation; prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

(2) Change the principal office or the principal business office in the State of California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency or country and conduct its activities within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting, including annual meetings.

(3) Adopt and use a corporate seal and alter the form thereof.

(4) Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

5.02 NUMBER AND ELECTION OF DIRECTORS AND RESTRICTIONS ON DIRECTORS

(a) Authorized number. The authorized number of Directors shall be five (5). Directors need not be residents of the State of California.

(b) Election of Directors. Directors shall be elected at each annual meeting of the members to hold office until the next annual meeting, subject to paragraph 5.03; however, if any annual meeting is not held or the Directors are not elected at any annual meeting, they may be elected at any special member's meeting held for that purpose. Each Director, including a Director elected to fill a vacancy or elected at a special member's meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.

5.03 TERM OF OFFICE OF DIRECTORS

The initial directors of this corporation shall hold office for a term of two (2) years. At the end of the two (2) year term and thereafter each of the directors shall be elected to hold office for a term of one (1) year.

5.04 VACANCIES

(a) Events causing vacancy. A vacancy or vacancies on the Board shall exist on the occurrence of the following: (i) the death, removal, suspension or resignation of any Director; or (ii) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation law.

(b) Resignations. Except as provided in this subsection, any Director may resign effective upon giving written notice to the Chairman of the Board, if any, or the President or the Secretary of the Board, unless such notice specifies a later time for the resignation to become effective. Except upon notice to the Attorney General of the State of California no Director may resign when the corporation would then be left without a duly elected Director or Directors in charge of its affairs.

(c) **Filling Vacancies.** Any vacancy on the Board shall be filled by vote of the remaining Directors, whether or not less than a quorum, or by a sole remaining Director.

(d) **No vacancy on reduction of number of Directors.** No reduction of the authorized number of Directors shall have the effect of removing any Director before the Director's term of office expires.

5.05 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

Meetings of the Board shall be held at the principal office of the corporation or at such other place as has been designated by the Board. In the absence of any such designation, meetings shall be held at the principal office of the corporation. Any meeting may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

5.06 ANNUAL, REGULAR AND SPECIAL MEETINGS

(a) **Annual Meeting.** The Board shall hold an annual meeting immediately following the annual meeting of the membership, for the purpose of organization, election of officers and the transaction of other business; provided, however, that the Board may fix another time for the holding of its annual meeting. Notice of this meeting shall not be required.

(b) Special Meetings

(1) **Authority to Call.** Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board, if any, the President or any Vice President, or the Secretary or any two Directors.

5.07 QUORUM

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn as provided in section 5.09. Subject to the more stringent provisions of the California Nonprofit Mutual Benefit Corporation Law, including, without limitation, those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) approval of certain transactions between corporations having common directorship, (iii) creation of an appointment of committees of the Board and (iv) indemnification of Directors present at a meeting duly held at which a quorum is present at a meeting duly held at which a

quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

5.08 WAIVER OF NOTICE

Notice of a meeting need not be given any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given any Director who attends the meeting without protesting before or at its commencement the lack of notice to such Director.

5.09 ACTION WITHOUT MEETING

Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE VI ***COMMITTEES***

6.01 COMMITTEES OF THE BOARD

The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, each consisting of one or more Directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace an absent member at any meeting.

ARTICLE VII ***OFFICERS***

7.01 OFFICERS

The officers of the corporation shall include a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the Board's discretion, a Chairman of the Board, one or more Vice Presidents, one or more assistant Secretaries, one or more assistant Treasurers, and such other officers as may be appointed in accordance with Section 7.03 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

7.02 ELECTION OF OFFICERS

The officers of the corporation, except those appointed in accordance with the provisions of Section 7.03 of this Article VII, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

7.03 OTHER OFFICERS

The Board may appoint and may authorize the Chairman of the Board or the President or another officer to appoint any other officers that the corporation may require, each of whom shall have the title, hold office for the period, have the authority and perform the duties specified in the Bylaws or determined from time to time by the Board.

7.04 REMOVAL OF OFFICERS

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors, or, except in case of an officer chosen by the Board of Directors, by an officer on whom such power of removal may be conferred by the Board of Directors.

7.05 RESIGNATION OF OFFICERS

Any officer may resign upon written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

7.06 VACANCIES IN OFFICE

A vacancy occurring in any office because of death, resignation, removal or other cause, shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

7.07 RESPONSIBILITIES OF OFFICERS

(a) *Chairman of the Board.* If a Chairman of the Board is elected, he or she shall preside at meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time. If there is no President, the Chairman of the Board shall also be the Chief Executive Officer and shall have the powers and duties of the President of the corporation prescribed by these Bylaws.

(b) *President/Chief Executive Officer.* Subject to the control and supervision of the Board, the President shall be the Chief Executive Officer and general manager of the corporation and shall generally supervise, direct and control, the activities and affairs and the officers of the corporation. The President, in the absence of the Chairman of the Board, or if there be none, shall preside at all meetings of the Board. The President shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

(c) *Vice Presidents.* In the absence or disability of the President the Vice Presidents, if any, in order of their rank, shall perform all of the duties of the President, and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them by the Board or the Bylaws.

(d) *Secretary.*

1) **Book of Minutes.** The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may direct, a book minutes of all meetings and actions of the Board and of committees of the Board. The Secretary shall also keep, or cause to be keep, at the principal office in the State of California, a copy of the Articles of Incorporation and Bylaws, as amended to date. If the corporation is one having members, the Secretary shall also maintain a complete and accurate record of the membership of the corporation, as well as a record of the proceedings of all meetings of the membership.

(2) **Notices, seal and other duties.** The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(e) Chief Financial Officer.

(1) Books of account. The Chief Financial Officer of the corporation shall keep or maintain, or cause to be kept or maintained, adequate and correct books and accounts of the properties and transactions of the corporation, and shall send or cause to be sent to the Directors such financial statements and reports as are required by law or these Bylaws to be given. The books of account shall be open to inspection by any Director at all reasonable times.

(2) Deposit and disbursement of money and valuables. The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board, shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President or Chairman of the Board, if any, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

8.01 INDEMNIFICATION

(a) Right of Indemnity. To the full extent permitted by law, this corporation shall indemnify its Directors, officers, employees and other persons described in Section 7237(a) of the California Corporation Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any "proceeding," as that term is used in such Section and including an action by or in the right of the corporation, by reason of the fact that such person is or was a person described by such Section. "Expenses," as used in this Bylaw shall have the same meaning as in Section 7237 (a) of the California Corporation Code.

(b) Approval of Indemnity. Upon written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporation Code, the Board shall promptly determine in accordance with Section 7237(e) of the Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought is such as to prevent the formation of a

quorum of Directors who are not parties to such proceeding, the Board or the attorney or other person rendering services in connection with the defense shall apply to the court in which such proceeding is or was pending to determine whether the applicable standard of conduct set forth in Section 7237(b) to Section 7237(c) has been met.

8.02 INSURANCE

The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees and other agents of the corporation, against any liability asserted against or incurred by an officer, Director, employee or agent in such capacity or arising out of the officer's, Director's, employee's or agent's status as such.

ARTICLE IX RECORDS AND REPORTS

9.01 MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep:

- (a) Adequate and correct books and records of account;
- (b) Minutes in written form of the proceedings of the Board;
- (c) If applicable, a record of its members, giving their names and addresses and the class of membership held.

9.02 INSPECTION BY DIRECTORS

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation and the records of each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

9.03 ANNUAL REPORT

Except as provided under Section 8321 of the California Corporation Code, not later than seventy-five (75) days after the close of the fiscal year of the corporation, the Board shall cause an annual report to be sent to all members of the Board. Such report shall contain the following information in reasonable detail:

(1) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.

(2) The principal changes in assets and liabilities, including trust funds during the fiscal year.

(3) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(4) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

(5) Any information required by Section 9.04.

9.04 ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS

The corporation shall prepare annually and furnish to each director a statement of any transaction or indemnification of the following kind within seventy-five (75) days after the close of the fiscal year of the corporation:

(a) Any transaction to which the corporation, its parent or its subsidiary was a party, and in which any Director or officer of the corporation, its parent or subsidiary (but mere common directorship shall not be considered such an interest, if such transaction involved over fifty thousand dollars (\$50,000), or was one of a number of transactions with the same person involving, in the aggregate, over fifty thousand dollars (\$50,000).

(b) Any indemnifications or advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any officer or Director of the corporation pursuant to Section 8.01 hereof.

The statement shall include a brief description of the transaction, the names of the Director(s) or officer(s) involved, their relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided,' that in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

ARTICLE X

CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction and definitions in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular includes the plural and the plural includes the singular and the term "person" includes both a legal entity and a natural person.

ARTICLE XI

AMENDMENTS

11.01 ADOPTION OR AMENDMENT BY MEMBERS

New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of a majority of the Class A members of the corporation.

The terms "majority," as used in this section, is as defined in the California Nonprofit Corporation Law.

11.02 AMENDMENT BY BOARD OF DIRECTORS

Subject to the right of members under Section 11.01 hereinabove, Bylaws other than a Bylaw fixing or changing the authorized number of Directors, or the minimum and maximum number of Directors, or a Bylaw materially and adversely affecting the rights of members as to voting or transfer, may be adopted, amended, or repealed by a majority vote of the Board of Directors.

11.03 MAINTENANCE OF RECORDS

The Secretary of the corporation shall see that a true and correct copy of all amendments of the Bylaws, duly certified by the Secretary, is attached to the official Bylaws, of the corporation and is maintained with the official records of the corporation at the principal office of the corporation.

AMENDMENTS DULY ENACTED

1. First Amendment enacted at the Annual Meeting of June 3, 2000.

Change paragraph 4.06 (b) to read as follows:

Annual meeting. An annual meeting of members shall be held on a date during the first fifteen days of May. Saturday meetings shall be held at 10:00 AM and weekday meetings held at 7:00 PM., unless the Board fixes another date or time and so notifies members as provided in section 4.06 (d) of these Bylaws. At this meeting directors shall be elected and any other proper business may be transacted, subject to the notice requirements of section 4.06 (d) (3) of these Bylaws.

2. Second Amendment enacted at the Annual Meeting of May 14, 2005.

Add paragraph (5) to section 4.02 (a) to read as follows:

(5) Commencing on November 15, 2005 the Class A membership fee will increase at the rate of eight percent (8%) per year. (second change)

3. Third Amendment enacted at the Annual Meeting of May 3, 2012.

Add paragraph (6) to section 4.02 (a) to read as follows:

(6) Commencing on November 15, 2012 the Class A membership fee will increase at the rate of two percent (2%) per year unless the cost of living increases four percent (4%). In that case the rate will be four percent (4%). (third change)

(5) Fourth Amendment enacted at the Board of Directors Meeting, March 16 2023

Add paragraph (f) to section 7.07 RESPONSIBILITIES OF OFFICERS to read as follows:

(f) Bahama Village Docks Dockmaster

Position Description: He or she is responsible for oversight of construction and maintenance of the docks, general operation of the Bahama Village docks, assisting boaters, and maintaining a safe and clean environment throughout the facility.

While individual members are responsible for safe moorage of their boats, the dockmaster is empowered to correct any unsafe condition that puts persons, boats or the docks in immediate risk of damage.

DOCKMASTER REPORTING The BVD Dockmaster reports directly to the President/CEO of the BVD Board of Directors.

DOCKMASTER DUTIES: Coordinate with volunteer BVD Members, BVD Board Members to:

- 1) Oversee contracted construction and repair work of the docks. Ensure adherence to contracted work and permitting requirements. Support the contractor's work through movement of boats and other equipment.**
- 2) Inspect boats for safe and secure moorings.**
- 3) Measure moorage and report results to the BVD CEO to allow determination of moorage fees.**
- 4) Supervise, organize and oversee cleaning of the dock area and maintenance of an orderly environment.**
- 5) Provide direct supervision of contracted maintenance work on the docks. The Dockmaster shall be the primary source of contact for any repair or maintenance work.**
- 6) Report and document safety hazards, potentially hazardous conditions, and unsafe practices and procedures.**
- 7) Report and document unauthorized dock usage, moorage or practices.**
- 8) Coordinate emergency response with members and first responders as required.**
- 9) Oversee systems and procedures to maintain the physical security and safety of the docks.**

Additional Dockmaster Duties:

- 1) Act as a member of the BVD Board of Directors.**
- 2) Maintain the BVD Office facility.**
- 3) Work Schedule: The BVD Dockmaster workload is expected to entail five hours per week.**


Fifth Amendment enacted at the Annual Meeting, April 29, 2023

Change Article 5.02 (a) to read

- (a) Authorized number. The authorized number of Directors shall be seven**
- (7). Directors need not be residents of the State of California.**

Founding Documents

Article of Incorporation

 **State of California**
OFFICE OF THE SECRETARY OF STATE


CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

AUG 21 1989



March Fong Eu
Secretary of State

SEC/STATE FORM CE-107 85 40884

1562770

ENDORSED
FILED

in the office of the Secretary of State
of the State of California

AUG 21 1989

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
of
BAHAMA VILLAGE DOCKS, INC.

I

The name of this Corporation is BAHAMA VILLAGE DOCKS, INC.

II

A. This corporation is a nonprofit, mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

B. The specific purpose of this Corporation is to own, manage, maintain, repair, rent and/or sell 112 boat slips located within the Bahama Village of the Coronado Cays Development, Coronado, California, for the benefit of the owners and residents of Bahama Village in the Coronado Cays Development, Coronado, California.

III

The name of this Corporation's initial registered agent is: C T Corporation System.

IV

Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to and in substantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this Corporation.

IN WITNESS WHEREOF, the undersigned being the
incorporator of BAHAMA VILLAGE DOCKS, INC., has executed these
Articles of Incorporation on this 16th day of August, 1989.



RICHARD D. BREGANTE,
Incorporator

I declare that I am the person who executed the foregoing
Articles of Incorporation, which execution is my act and deed.


Executed on August 16, 1989, at San Diego, California.

I declare under the laws of the State of California that
the foregoing is true and correct.



RICHARD D. BREGANTE,
Incorporator

Deed

RECORDING REQUESTED BY TICOR TITLE INS. CO. OF CA.		1882 89 647518	RECORDED IN OFFICIAL RECORDS OF SAN DIEGO COUNTY, CA 89 NOV 30 PM 12:15 VERA L. LYLE COUNTY RECORDER												
AND WHEN RECORDED MAIL TO BAHAMA VILLAGE DOCKS, INC. c/o Mr. and Mrs. William Maxum Post Office Box 182036 Coronado, CA 92118		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>RF</td><td>4</td></tr> <tr><td>AR</td><td>2</td></tr> <tr><td>MG</td><td>1</td></tr> <tr><td>UF</td><td>✓</td></tr> <tr><td>OC</td><td>✓</td></tr> <tr><td>TXPD</td><td>258.50</td></tr> </table>		RF	4	AR	2	MG	1	UF	✓	OC	✓	TXPD	258.50
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SPACE ABOVE THIS LINE FOR RECORDER'S USE															
apn #s: 615-092-63, 760-051-05 Corporation Grant Deed CAT. NO. NN000678 & 760-107-21 (Bahama Wharfage) TO 1921 CA (2-83) THIS FORM FURNISHED BY TICOR TITLE INSURERS															
ALL PTN.	The undersigned grantor(s) declare(s): Documentary transfer tax is \$ <u>258.50</u> () computed on full value of property conveyed, or () computed on full value less value of liens and encumbrances remaining at time of sale. () Unincorporated area: (x) City of <u>Coronado, California</u> and FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SIGNAL LANDMARK , a California corporation (as successor-in-interest to Coronado Landmark, Inc. , a dissolved California corporation) doing business as Coronado Cay Company hereby GRANTS to BAHAMA VILLAGE DOCKS, INC. , a California nonprofit mutual benefit corporation the following described real property in the City of <u>Coronado</u> , County of <u>San Diego</u> , State of California: See attached <u>EXHIBIT A</u> incorporated herein by reference. SUBJECT TO ALL MATTERS OF RECORD AS OF THE DATE OF RECORDATION OF THIS CORPORATION GRANT DEED.														
In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru- ment to be executed by its <u>Vice-President</u> JAMES CHIBOUKAS thereunto duly authorized. Dated <u>November 30, 1989</u> STATE OF CALIFORNIA } COUNTY OF <u>SAN DIEGO</u> } ss. By <u>JAMES CHIBOUKAS</u> On <u>November 30, 1989</u> , before me, the } undersigned, a Notary Public in and for said State, personally } appeared <u>JAMES CHIBOUKAS</u> } personally known to me or proved to me on the basis of satis- } factory evidence to be the person who executed the within } instrument as the <u>Vice-President</u> } and } personally known to } me or proved to me on the basis of satisfactory evidence to be the } person who executed the within instrument as the } <u>President</u> of the Corporation that executed the within instrument } and acknowledged to me that such corporation executed the } within instrument pursuant to its by-laws or a resolution of its } board of directors. WITNESS my hand and official seal. Signature <u>Paul Keene Watkins</u> PAUL KEENE WATKINS (This area for official notarial seal)  Title Order No. <u>1177058</u> TICOR FACTOR NUMBER No. <u>K 1177058</u>															

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

1883

LEGAL DESCRIPTION FOR BAHAMA

PARCEL A:

EASEMENTS AND RIGHTS OF WAY FOR THE PURPOSES OF LOCATING, CONSTRUCTING AND MAINTAINING, USING AND OPERATING THEREON, FREE OF ANY RENTAL CHARGE BY THE CITY OF CORONADO, DOCKS, WHARFS, SLIPS, RAMPS, RAFTS, BEACHES, NAVIGATIONAL AIDS, PIERS, FLOATS, LANDINGS, DECKS, (INCLUDING, BUT NOT LIMITED TO PLATFORMS EXTENDING FROM ADJACENT LANDS), FOOTINGS, PILING AND ANCILLARY STRUCTURES FOR BULKHEADS ON ADJACENT PROPERTIES AND SIMILAR OR RELATED WHARFAGE FACILITIES IN, OVER, ACROSS, UPON AND THROUGH ALL OF THAT PORTION OF LOT K, DESIGNATED AS LOT 411-A OF CORONADO CAYS FIVE, IN THE CITY OF CORONADO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 6715, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 21, 1970.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL RIGHTS IN SAID LAND, INCLUDING, WITHOUT LIMITATION, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREIN LYING AND BEING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE AS THE SURFACE EXISTS ON THE DATE OF THIS CONVEYANCE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY THE CITY OF CORONADO, IN DEED RECORDED MAY 24, 1968, AS RECORDER'S FILE NO. 87450.

PARCEL B:

EASEMENTS AND RIGHTS OF WAY FOR THE PURPOSE OF MOORING WATERCRAFT IN, OVER, ACROSS, UPON AND THROUGH THOSE PORTIONS OF LOT K ADJACENT TO AND WITHIN SEVEN FEET OF LOT 411-A OF CORONADO CAYS FIVE, IN THE CITY OF CORONADO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 6715, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 21, 1970.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL RIGHTS IN SAID LAND, INCLUDING, WITHOUT LIMITATION, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREIN LYING AND BEING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE AS THE SURFACE EXISTS ON THE DATE OF THIS CONVEYANCE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY THE CITY OF CORONADO, IN DEED RECORDED MAY 24, 1968, AS RECORDER'S FILE NO. 87450.

EXHIBIT A

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

Forms, Processes and Schedules

Class A Membership Transfer and Sales Disclosure

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



www.bahamavillagedocks.com
BahamaDocks@aol.com
619-423-4657

Bahama Village Docks, Inc. Class A Membership Transfer and Sales Disclosure

All sales or transfer of Class A Memberships in Bahama Village Docks, Inc are contingent upon acceptance and signature of these disclosures by all parties.

1. **Bahama Village Docks, Inc (BVD) is a California Non-Profit for Mutual Benefit Corporation.**
The BVD slips occupy an easement in perpetuity as described by a Corporation Grant Deed maintained by the County of San Diego, San Diego CA Document-Year 1989 647518.
2. **BVD is owned by Class A Members.** The number of Class A Members is permanently set at 111. Membership in BVD is restricted to owners of property in Bahama Village. Owners may possess up to two Class A Memberships for each property owned in Bahama Village.
3. **Class A Members do not own a slip.** Class A Members possess first rights to assignment of a slip for each membership as managed and regulated by the BVD Board of Directors per the BVD Inc. Bylaws, the BVD Rules and Regulations, and the BVD Inc. Fee Schedule.
4. **Boats are also regulated by the City of Coronado.**
 - a. The fingers on the North Side of the BVD Docks are 35 feet long. Due to encroachment on waterways, the city limits the extension of boats beyond the end of fingers in slips to seven (7) feet on the north side of BVD docks.
 - b. The fingers on the East Side are 24 feet long. The city limits the extension of boats beyond the end of fingers in slips to five (5) feet on the east side of BVD docks.
 - c. Boats that exceed these limits may be cited and or towed by the City of Coronado.
 - d. Coronado Cays Homeowners Association mandates that boats be moored bow-in to prevent sea wall erosion.
5. **Transfer and Sale of Class A Memberships between Buyers and Sellers of Property in Bahama Village:** Class A Members in Bahama Village Docks, Inc. may transfer their Class A Membership as a part of the sale of their Bahama Village property or to another property owner in Bahama Village separate from any property sale. Transfer of a Class A Membership incidental to the sale of a property in Bahama Village Docks, Inc (BVD) is only effective upon:
 - a. Prospective new Class A Member's proof of ownership of a property in Bahama Village, Coronado Cays, Coronado California
 - b. Signature and acceptance by representing agents and buyer and seller of these disclosures and the attached request for transfer.
 - c. Payment of a \$9000 transfer fee to BVD for transfer of a Class A Membership as a part of the sale of a property in Bahama Village.
 - d. In the case of a sale to or between any corporation or LLC, a statement of true ownership of the parties.
 - e. In the case of a buyer refusing the transfer fee, ownership of the membership reverts to Bahama Village Docks, Inc.

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6. Transfer and Sale of Class A Memberships between Homeowners in Bahama Village:

Transfer of a Class A Membership between property owners in Bahama Village separate from the sale of their Bahama Village property is only effective upon:

- a. Prospective Class A Member's proof of ownership of a property in Bahama Village, Coronado Cays, Coronado California
- b. Signature and acceptance by representing agents and buyer and seller of these disclosures and the attached request for transfer.
- c. Payment of a \$9000 transfer fee to BVD for transfer of a share as a part of the sale of a property in Bahama Village.
- d. In the case of a sale to or between any corporation or LLC, a statement of true ownership of the parties.
- e. Payment of a transfer fee of \$9000 to BVD for sale of a Class A Membership between bona fide homeowners within Bahama Village.

7. Slip Use Fees and Assessments.

- a. Slip use fees are set by the BVD Board of Directors. A current slip use fee schedule is attached.
- b. Class A Members who do not moor a boat at BVD do not pay slip use fees.
- c. All Class A Members pay an annual assessment as set by the BVD Board of directors for the costs of maintaining common areas of the docks and shared expenses such as loan service, insurance, and administration.

8. Slip Assignments: Slips are assigned by the BVD Rules and Regulations and BVD Bylaws. Slips may only be occupied by residents and owners of property in Bahama Village. Members who wish to moor a boat must provide:

- a. USCG documentation or State Registration as proof of ownership or a document indicating the status of a charter.
- b. Documentation of insurance to include liability of at least \$500,000. The insurance document must list Bahama Village Docks, Inc. as co-insured.
- c. Slip access may not be sublet, rented, or privately sold by any individual.
- d. Slips are Assigned, Reserved, or Temporary Assigned to members.
 - i. Assigned Slips are attached to the Class A Member and may not be reassigned to any other homeowner as long as the slip fees are paid and home ownership in Bahama Village is maintained.
 - ii. Reserved Slips are reserved for the use of a Class A Member. They do not incur a slip fee. Other Class A Members may challenge the reservation as described in the BVD Rules and Regulations by paying a slip fee. If challenged, the Class A Member with the reservation has first rights to pay a slip fee and convert the slip to an Assigned Slip.

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iii. Temporary Assigned Slips are slips in use by a member who wishes to slip more than one boat.

9. Tenants: Class A Members who lease their properties to others may advise prospective tenants that a boat slip will be made available to them per the reserved status of their Class A Membership. However, all documentation, requests for slip usage, collection of slip use fees, and permissions for use of slips in Bahama Village Docks must be negotiated directly between the tenant and Bahama Village Docks, Inc.

a. Leases and Promises: No terms of a lease or promise of slip usage by a landlord or property manager to a tenant or prospective tenant will be honored by Bahama Village Docks, Inc. without direct application by the boat owner(s) for slip usage.

b. Tenants' fees: Tenants of Class A Members will pay a slip use fee directly to Bahama Village Docks, Inc set at the class A Member Rate.

10. Waterfront Homes with Gangways: Sale or transfer of ownership of a home with a wooden gangway leading from the home to the waterfront will result in the removal of wooden gangway irrespective of its condition. The new owners will be given the option of installation of a BVD standard aluminum gangway at their expense.

Buyer Signature

Seller Signature

Buyer Name

Seller Name

Buyer's Agent Signature

Seller's Agent Signature

Agent Name

Agent Name

Class A Membership Application

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



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BahamaDocks@aol.com
619-423-4657

Class A Membership Application

I (we), _____ hereby apply for a Class A Membership in Bahama Village Docks, Inc. (BVD) and, if accepted, agree to abide by the Rules, Regulations, and By-Laws of Bahama Village Docks, Inc.

Membership Details

1. **Is this membership application incidental to the purchase of a home in Bahama Village?**
☐ Yes ☐ No
2. **Is this membership application the result of a transfer of membership between homeowners in Bahama Village?**
☐ Yes ☐ No
3. **Associated Bahama Village Property Address:**
[Insert Address]
4. **Legal Owner(s) of the Associated Bahama Village Address:**
[Insert Name(s)]
5. **If the property is owned by an LLC, provide the named owner(s) associated with the LLC:**
[Insert LLC Owner Name(s)]

Contact Information

- **Home Phone:** _____
- **Daytime/Business Phone:** _____
- **Primary Email Address:** _____
- **Secondary Email Address (optional):** _____
- **Billing Address:** _____

Acknowledgments and Signatures

By signing below, I (we) certify that all the information provided is true and accurate to the best of my (our) knowledge. I (we) acknowledge that this application is subject to review and approval by the Bahama Village Docks Board of Directors. I (we) further understand that approval of this application does not guarantee the immediate assignment of a slip or any specific rights beyond those outlined in the By-Laws, Regulations, and Rules of Conduct.

Date: _____

Applicant Signature(s):

1. _____
2. _____

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619-423-4657

Print Name(s):

1. _____
2. _____

Name(s) as Desired on Membership Certificate:

[Insert Name(s)]

For Office Use Only

Checklist for Required Documents and Fees:

- ☐ Receipt of Transfer Fee (\$9,000)
- ☐ Receipt of Signed BVD Membership Sales and Transfer Disclosure
- ☐ Receipt of Proof of Home Ownership in Bahama Village. (e.g., Escrow Documentation, Title, or Deed)

Board of Directors Action :

- ☐ Approved
- ☐ Disapproved (Reason: _____)

Slip Reservation:

Slip #: _____

Additional Notes:

BVD Representative Review and Signature:

- Name: _____
- Position: _____
- Signature: _____
- Date: _____

Slip Usage Application and Agreement

Bahama Village Docks, Inc.
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Coronado, CA 92178



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BahamaDocks@aol.com
619-423-4657

Print Name(s):

1. _____
2. _____

Name(s) as Desired on Membership Certificate:

[Insert Name(s)]

For Office Use Only

Checklist for Required Documents and Fees:

- ☐ Receipt of Transfer Fee (\$9,000)
- ☐ Receipt of Signed BVD Membership Sales and Transfer Disclosure
- ☐ Receipt of Proof of Home Ownership in Bahama Village. (e.g., Escrow Documentation, Title, or Deed)

Board of Directors Action :

- ☐ Approved
- ☐ Disapproved (Reason: _____)

Slip Reservation:

Slip #: _____

Additional Notes:

BVD Representative Review and Signature:

- Name: _____
- Position: _____
- Signature: _____
- Date: _____

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Coronado, CA 92178



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619-423-4657

4. Use of the Slip

- The Slip is provided for the storage of the User's vessel(s) in compliance with the Rules.
- The Slip is accepted "as is," and use is at the sole risk of the User.
- Unauthorized subleasing, transfer, or assignment of the Slip is strictly prohibited.
- Liveaboard the any vessel in Bahama Village Docks, Inc is prohibited.
- BVD Dockmaster verification of seaworthiness, appearance and size is required of all vessels prior to use of the slip.

5. Insurance and Indemnity

- All Users shall maintain liability insurance with minimum coverage of \$500,000, and for long-term use, Bahama Village Docks, Inc. must be named as an additional insured. Proof of insurance must be provided prior to Slip use.
- Users agree to indemnify and hold harmless BVD and its members, directors, officers, and agents from any claims, demands, or liabilities arising out of their use of the Slip or related facilities.

6. Documentation Requirements

All Users must submit the following prior to Slip use:

1. Proof of residency in Bahama Village or, for Guest Users, the Coronado Cays (e.g., utility bill, lease agreement, escrow confirmation of purchase, etc.).
2. Current boat registration or documentation.
3. Insurance certificate reflecting liability coverage of \$500,000, with BVD listed as an additional insured for long-term users.

7. Default and Remedies

- Failure to comply with the Rules, pay fees, or provide required documentation shall constitute default. Users will be given thirty (30) days' written notice to cure any default.
- If the default is not cured within the notice period, BVD may terminate this Agreement, repossess the Slip, and enforce a lien on any vessel or property in accordance with California law.
- BVD reserves all rights and remedies available under the law, including but not limited to sale of the User's vessel or property to satisfy unpaid obligations.

8. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of the State of California.
- In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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619-423-4657

9. Miscellaneous Provisions

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- Any invalid provision of this Agreement shall not affect the remaining provisions, which shall remain in full force and effect.

User Information:

Name: _____

Address in the Coronado Cays: _____

Phone: _____

Email: _____

Billing address

Street _____

City _____ State _____ Zip Code _____

Slip Information:

Requested Slip Number: _____

Requested Start Date: _____

For Guest Users: Beginning Date _____ Ending Date _____

Boat Information:

Boat Name: _____

Boat Registration/Doc Number: _____

Manufacturer _____ Model _____

Length Overall (LOA): _____ FT Beam: _____ FT

Draft: _____

Type: ☐ Fueled Motor ☐ Electric Motor ☐ Sailboat

Signature:

By signing below, the User acknowledges that they have read, understood, and agree to abide by the terms of the BVD Regulations and Rules and this Agreement.

User Signature: _____ Date: _____

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



www.bahamavillagedocks.com
BahamaDocks@aol.com
619-423-4657

For Office Use Only

- **Slip Assigned:** _____
User Fee: _____
- **Start Date:** _____
- **End Date for Guest User** _____
- **Membership Status:**
 - ☐ **Class A (Membership Cert #)** _____
 - ☐ **Class B**
 - ☐ **Class C**
 - ☐ **Guest User**

DOCKMASTER INSPECTION AND APPROVAL DATE: _____

BVD BOARD APPROVAL DATE: _____

BVD Representative: _____ **Date:** _____

BVD Position: _____ **Name** _____

Escrow Instructions

Bahama Village Docks, Inc.
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CLASS A MEMBERSHIP TRANSFER INSTRUCTIONS FOR ESCROW AND REAL ESTATE AGENTS

Date: [Insert Date]

To: [Escrow Officer's Name or Company Name]

Transferor: [Insert Transferor's Name and Address,]

Transferor Agent [Insert Agent's Name and Address,]

Transferee: [Insert Transferee's Name and Address]

Transferee Agent: [Insert Agent's Name and Address,]

Certificate Number: XXX

Dear [Escrow Officer's Name],

Bahama Village Docks, Inc. (BVD) is a California Mutual Benefit Non-Profit Corporation that owns and manages the boat slips in the Bahama Village section of Coronado Cays, Coronado, California. Membership in BVD is exclusively available to owners of the 111 residences in Bahama Village.

We understand that the current holder of the above-referenced Class 'A' Membership ("Transferor") is selling the property located at [property address] to the above-listed Transferee. At the close of escrow or afterward, the Transferor's membership is eligible for transfer to the new property owner ("Transferee") subject to the conditions outlined below.

Membership Transfer Requirements

To complete the transfer of the Class 'A' Membership during escrow, the following steps must be satisfied:

1. **Signed Documentation**
Both the Transferor and Transferee (and their agents, if applicable) must sign the enclosed Bahama Village Docks, Inc. Class A Membership Transfer and Sales Disclosure acknowledging the terms of membership and the transfer process.
2. **Membership Application**
The Transferee must complete the attached Application for Class 'A' Membership And sign all required sections.

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3. **Certificate of Membership (Optional)**

While not required, BVD recommends that the Transferor return the original Membership Certificate as part of the transfer process. If unavailable, a written statement from the Transferor confirming the certificate's status will suffice.

4. **Payment of Transfer Fee**

The \$9,000 Membership Transfer Fee must be paid in full via a check made payable to Bahama Village Docks, Inc. This check must be forwarded to BVD upon the close of escrow.

5. **BVD Approval of Transferee**

The new owner (Transferee) must be approved by the corporation as part of the membership transfer process.

Confirmation of Fees and Slip Reservation

The Transferor's fees for the Class 'A' Membership, including slip usage fees, are paid in full as of [insert date]. Upon successful completion of the transfer, the Transferee will assume ownership of the Class 'A' Membership, which includes the reservation of Slip #[insert slip number] for their use, in accordance with BVD's Regulations and Rules of Conduct.

Inclusion of Governing Documents

Enclosed for the Transferee's review and records are copies of the following documents:

- BVD Disclosure
- Slip Fee Schedule
- Articles of Incorporation
- BVD Bylaws
- Regulations & Rules of Conduct
- Annual Assessment Notice

These documents outline the responsibilities and privileges associated with Class 'A' Membership in BVD.

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Post-Escrow Compliance

If the membership transfer process is not completed during escrow, the following provisions apply:

1. **Deadline for Completion**
The new owner will have 30 days from the date of escrow closure to submit the completed transfer application, provide the Membership Certificate (if available), and pay the transfer fee of \$9,000.
2. **Failure to Comply**
If the transfer is not completed within the specified 30-day period, the membership will revert to Bahama Village Docks, Inc. In such a case, the new owner may apply for a new Class 'A' Membership at the current purchase price of \$60,675.

Additional Considerations

1. **Verification of Property Sale**
Escrow must provide written confirmation of the sale of the Bahama Village property to the Transferee as part of the transfer process, whether the transfer happens during escrow or is anticipated to happen after closing.
2. **Contingencies or Discrepancies**
Any discrepancies in ownership documentation, failure to complete the application, or delays in payment may result in the suspension of slip usage rights until the membership transfer is finalized.
3. **Membership and Slip Usage During Transfer**
Membership rights and slip usage rights will remain with the Transferor until the sale of the property closes. At that time, they will revert to Bahama Village Docks, Inc. or transfer to the Transferee upon successful completion of the transfer process.

Contact Information

For questions regarding membership or the transfer process, please contact BVD at:

- **Email:** bahamadocks@aol.com
- **Website:** www.bahamavillagedocks.com

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



www.bahamavillagedocks.com
BahamaDocks@aol.com
619-423-4657

- **Mailing Address:**
Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178

Escrow Officer Instructions

If the transfer is to occur during escrow, please ensure that all required documents are signed and submitted, and that the transfer fee is forwarded to BVD at the close of escrow. The application and accompanying documents will be promptly processed by BVD. If approved, a new Membership Certificate will be issued to the Transferee.

Thank you for your cooperation in facilitating this transfer. Should any of the parties involved have any further questions, please do not hesitate to reach out.

Sincerely,

(Name and position)
For Bahama Village Docks, Inc.

Letter to New Members

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



www.bahamavillagedocks.com
BahamaDocks@aol.com
619-423-4657

Date

Addressee

Dear

Welcome to Bahama Village Docks Inc. (BVD). We hope you find your association with to be enjoyable and rewarding.

Your **Class 'A' membership certificate #XX**, will be mailed to you under separate cover in a few weeks. When you receive it, please keep it in a safe place.

BVD is a Non-profit, mutual benefit corporation similar to a yacht club in the eyes of the IRS and Franchise Tax Board. Also enclosed are copies of the **Articles of Incorporation, Bylaws, The Regulations & Rules Of Conduct, Bahama Village Docks Fee Schedule** and the most recent **Annual Assessment Notice**.

We believe that the formation of BVD through a court order obtained by the BVD homeowners' formation group in 1989 has made Bahama Village the most cohesive village in the Cays. There are 111 homes in Bahama Village and 111 slips owned by the BVD, Inc. corporation. Licensed real estate appraisers tell us that owning a Class 'A' membership adds significant resale value to your residence. You may own up to two memberships per property owned in Bahama Village. Currently, XXX homeowners own XXX of the 111 authorized Class 'A' memberships.

Our annual meeting is held in May, and we schedule a social event annually. We look forward to meeting you and introducing you to other members at one of the upcoming occasions.

We have placed Slip **#XX** on "reserved" status in your name giving you first right of refusal for the use of it. See the chapter titled "Slip Assignment" in the **Regulations and Rules of Conduct** for information on how the reservation system works. Please let us know when you plan to use the slip so we can provide you with the **Slip Use Application and Agreement** and the **Bahama Village Docks Fee Schedule**.

If you have any questions, feel free to call us at 619-423-4657 or use the email address above. Again, welcome!

Sincerely,

For your BVD Board of Directors
BAHAMA VILLAGE DOCKS, INC.

1 of 1

Responsibilities of Officers and Assistants

Here's a list of responsibilities for the **officers** and **assistants** from the *BVD Bylaws, Regulations and Rules* and from practice.

Members of the Board of Directors

President/Chief Executive Officer

Acts as the Chief Executive Officer and general manager of the corporation.

- Supervises, directs, and controls the activities and affairs of the corporation and its officers.
- Exercises oversight and approval authority for issues concerning membership and slip assignments
- Presides at Board meetings in the absence of a Chairman.
- Performs other duties as prescribed by the Board, Rules and Regulations or the Bylaws.

Vice President(s)

Steps in for the President during absence or disability, assuming all duties and powers.

- Performs additional duties as prescribed by the Board or Bylaws.

Secretary

The Secretary is supported by the BVD Administrative Assistant and Bookkeeper to perform the following tasks:

Records and Documentation:

- Maintains minutes of all Board and committee meetings.
- Keeps updated copies of the Articles of Incorporation and Bylaws.
- Manages records of membership (if applicable).

Notices and Seal:

- Issues notices for Board and committee meetings as required.
- Keeps the corporate seal in safe custody.

Chief Financial Officer - Treasurer

The Chief Financial Officers is supported by the BVD Administrative Assistant and Bookkeeper to maintain:

Financial Records:

- Maintains accurate books and accounts of the corporation's properties and transactions.
- Provides financial statements and reports to the Directors as required.

Funds Management:

- Deposits funds in the name of the corporation with designated depositories.
- Disburses funds as authorized by the Board.
- Reports on transactions and the financial condition of the corporation to the President or Chairman upon request.

Chairman of the Board (if elected)

- Presides over Board meetings.
- Exercises additional powers and duties assigned by the Board.
- Acts as Chief Executive Officer if there is no President, assuming the President's duties.

Dockmaster – Board Member - (Compensated Position)

Reports to the President/CEO of the BVD Board and is the primary point of contact for issues concerning moorage.

Primary Duties

- Assigns slips and moorage to members and guests
- Inspect boats for secure moorings, seaworthiness and assess moorage for fee calculations.
- Supervise dock cleaning, maintenance, and ensure an orderly environment.
- Report and correct safety hazards, unauthorized usage, and unsafe practices.
- Coordinate emergency responses and maintain dock security.

Additional Duties: Serve as a member of the BVD Board.

Assistants**Assistant Dockmaster(s)**

Act as volunteer and compensated assistant(s) to the dockmaster to perform those duties in their absence

Administrative Assistant and Bookkeeper (Compensated Position)

Assists the Board of Directors and Officers in maintenance and management of:

- Billing and payments
- Membership status
- Collections
- Record keeping and maintenance
- Set up for board and committee meetings and workshops
- Management of Zoom access.
- Provides direct support to all assistants.

Membership Liaison

Reports to the board of Directors through the President for outreach to the membership.

- Oversees content of the website
- Publishes periodic outreach for members
- Organizes workshops, and the annual meetings
- Responds to non-routine membership issues not under the normal responsibilities of the Administrative Assistant and Bookkeeper

Class A Membership Transactions and Realtor Liaison

Represents BVD and the Board in all Class A Membership transactions

Acts directly with the Administrative Assistant to ensure escrow offices, real estate agents, buyers and sellers of property in Bahama Village are fully informed of the Class A Membership transfer process.

HOA and External Agency Liaison

Supports the officers and reports to the President in communications and relations with the CCHOA, City and County Agencies.

Dock Drawings

