

PORTLAND ROWING CLUB RULES

Revised Rules Updated April 2022

The term "Board" referred to herein is the Board of Directors of the Portland Rowing Club (PRC), as noted in Article II of the Club by-laws and Article IV of the Articles of incorporation.

All fines and fees referred to herein shall be set by the Board.

NOTE 1: Notwithstanding any rule herein, to the extent any Member cannot comply with any rule herein because of the Member's race, color, religion, sex, familial status, national origin, or handicap as defined by the Fair Housing Act, such Member shall be exempt from such rule.

NOTE 2: Boaters' and Rowers' rules used to be part of this document. They are now separate documents and attached to these rules. All Members engaged in those activities are subject to those rules.

Houseboat requirements.

(Voter approved by ballot 1/21/13)

1. All floating homes, tender houses and floats must be kept in good repair and safe condition, in accordance with City of Portland building codes (as it applies to floating homes and related structures) and Title 19 harbor section rules and regulations.
 - a. All tenders used as rental units shall have their own sewer holding tanks.
 - b. Homeowners are required to keep the water around their houses free of rubbish, drift and debris.
 - c. Each floating home must keep two minimum-length 50 feet hoses with nozzles, one in front and one in back, attached to a faucet at all times. Each house must have a pike pole, minimum 12 feet in length, in good repair.
 - d. Each floor of each structure is to have a code approved fire extinguisher and operating smoke detector.
 - e. All floating homers and internal structures must be firmly attached with adequate chains or devices.
 - f. Should a condition arise that would cause damage or loss to the Club or property of other people, due to the owners absence or neglect, the Club reserves the right to make any necessary repairs and to charge the owner at current building trade rates, plus materials.
2. During freezing weather, care shall be exercised to avoid freezing the water lines. It is the obligation of each owner to keep their section of the walk clear of ice and snow.
3. No building is to be constructed, moved in, transferred from one owner to another, or the exterior remodeled, without Board approval. The applicant must first present the plan to a regularly scheduled Board meeting.
4. The depth of each floating home slip overall, measured from the edge of the outboard walk whaler, is not to exceed 120 feet.

5. The width of each floating home slip shall be at the narrowest point between boomsticks and/or pilings, measured at 90 degrees to the walk in any space. A structure, logs or overhang overall cannot be closer than 6 inches on each side to the boomstick and/or piling. (A "boomstick" is a non-rigid floating buffer between floating homes).
6. The outermost vertical wall, regardless of which floor it may be, may not exceed 104 feet, measured from the edge of the outboard walk whaler. A reasonable roof overhang or deck, not more than two feet thick, or four feet in depth and appropriate support posts shall not be considered a vertical wall.
 - a. The 16 feet of outboard space between the 104 feet and the 120 feet limits is to be occupied only by a flat swim float or level deck structure, not to exceed 3 feet above the water, whether a swim float proper, or a part of the floating home deck.
 - i. Boat mooring facilities, mooring devices, steps and site obscuring fences, or anything built or placed above the swim float or deck level, 3 feet above the water on the 16 foot front area, is to be individually authorized by the Board, based on not obstructing the view of the adjacent or surrounding floating homes.
 - b. Nothing is to be attached to the walk or whaler and nothing is to extend into the airspace directly above the walk or whaler. Nothing is to be tied or attached to the stand pipe (fire line) on the main walk. Nothing is to be attached to the boomsticks other than utilities and mooring devices unless authorized by the Board or the Moorage Manager. It is the Owner's responsibility to maintain any attached utilities from the whaler or outboard and all such attachments must conform to all state and local codes.

Club Walks.

7. All Club walks and ramps must be kept clear of obstructions and must not be used for storage.
8. Bicycles, skateboards, motorcycles, scooters, etc., must be walked on walkways or ramps. Only motorized handicap vehicles are allowed on the ramp and walkway, for safety reasons.

Primary houseboat residency. (Voter approved by ballot 6/18/13)

9. A floating home shall be the permanent residence of the Owner for the majority of the year. Exceptions to floating home residency requirement may be granted for a period of one year at a time, upon approval by 2/3 of votes cast by a minimum of 12 voting homeowner Members (meaning 8 or more concurring votes).
10. An Owner may live in either their front or back house.
11. An Owner may rent their front house or back house to a tenant.
12. No Member may have more than one floating home slip.
13. Any resident who wishes to conduct a business on the moorage which uses Club property and/or substantially increases foot and/or vehicle traffic must request and obtain prior consent by 2/3 of votes cast by a minimum of 12 voting homeowner Members (meaning 8 or more concurring votes). Any such permission granted is subject to annual review and conditions. No business activity is allowed on the moorage by non-Members or onshore Members.

14. In order for a house-sitter to stay in an Owner's home beyond 60 days, the homeowner needs consent by 2/3 of votes cast by a minimum of 12 voting homeowner Members (meaning 8 or more concurring votes).

Club Membership and voting rights.

(Voter approved by ballot 3/11/14)

15. There is to be only one resident voting Member per floating home slip.

16. A resident couple shall have the option of designating which person will be the resident voting Member on an annual basis. Such designation shall be made on a year-to-year basis with the Membership remaining in the name of the original Member. This is not to be construed as a transfer of Membership. The active designee has the right to run for the Board.

Primary floating home sale.

(Voter approved by ballot 5/15/14)

17. All applications for active resident Membership by potential floating home buyers must be received by the Club Manager, accompanied by all appropriate fees, as soon as possible after the signing of a floating home purchase agreement.

a. The applicant must meet with the Board to obtain approval of the active resident Membership application. If one or more 'NO' votes are received for an application for active resident Membership, the application is rejected. The application may be re-submitted and within seven days the Board shall reconsider, when a simple majority will rule.

b. The check or fee payment will not be processed until the application is approved.

18. The Membership becomes finalized only upon delivery to the Board of written proof of the transfer of the floating home title. Such proof must be submitted within 90 days of the sale closing.

Rental of either floating structure.

(Voter approved by ballot 5/15/14)

19. Permanent resident active Members, in order to have the privilege of renting either their front or back float home must be in residence for the majority of the year. Both homes may not be rented at the same time.

20. Procedures for rentals:

a. In order for resident Member to rent their property, they must be "a member in good standing" which means they adhere to the Club rules and bylaws and are not in financial arrears to the Club.

b. It is the responsibility of the owner/landlord to submit to the Moorage Manager a Portland Police Data System (PPDS) check of the proposed new Associate Member (Renter). Landlord may not submit any applications for Associate Membership where the PPDS check reveals a felony or criminal activity including aggravated misdemeanors involving force.

c. Landlords are asked to follow the landlord/tenant state laws and are reminded that they are responsible for the actions of their renters.

d. Landlord is responsible for providing the renter with a copy of the Club rules pertinent to renters. Within the application document the renter signs an acknowledgment of receipt of the rules and agrees to abide by these rules. The signed application is retained by the Moorage Manager. Renters are advised that failure to abide by the rules and bylaws may result in revocation of Associate Membership and therefore termination of residency.

e. Upon submission of the above completed forms to the Moorage Manager, the application for Associate Membership (Renter) will be considered provisionally accepted and the renter may move in.

f. At the next Board of Directors meeting the application for Associate Membership (Renter) will be presented and formally approved by a vote of the Board. The presentation at the Board meeting will include the applicant's name, rental unit number, as well as any other information that the landlord or renter wishes to provide. The Moorage Manager will acknowledge the prior receipt of the required documents. The new Associate Member (Renter) is required to be present at a subsequent meeting to be introduced.

21. The owner is responsible for the tenants conforming to the standing Club rules and bylaws and any and all conditions prescribed by the Board.

22. Owners with rental units shall pay one and a half times the standard monthly moorage fee. Annual dues will be billed directly to the tenant. It shall be the owner's responsibility to pay all past due bills, fines, fees, etc., incurred by the tenant to the Club.

Safety.

(Voter approved by ballot 5/15/14)

23. Once each year resident owners will be provided with a form by the Moorage Manger to certify their compliance with the requirements for safety equipment as described in rules 1, 1.c and 1.d, regarding hoses, nozzle, pike poles, fire extinguishers and smoke detectors. Owners must complete the form and return it to the Moorage Manager within two weeks.

24. Owners not certifying compliance with safety requirements shall be subject to fines.

Billings and payments.

(Voter approved by ballot 10/27/14)

25. Moorage fees are due when billed. Fees will be considered past due if not paid by the 20th of the month.

26. Annual dues are billed April 1st of each year. Payments not received within 60 days will be cause for the cancellation of the Membership.

27. Fines and fees:

a. Past due fines for any part of unpaid moorage balances are as follows:

- i. 1 to 30 days past due \$50.00 fine
- ii. 31 to 60 days past due \$100.00 fine

iii. Accounts over 60 days past due are subject to Board action, including cancellation of Membership and legal action to recover the debt and any associated costs.

b. A fee of \$50.00 will be charged for insufficient funds checks.

- c. A Member past due over 30 days will be contacted by a Member of the finance committee. A Member may apply to the Board for possible alternative payment arrangements based on hardship.

Conduct.

(Voter approved by ballot 10/27/14)

28. All Members, visitors, guests and houseguests must comply with Moorage rules. All Members, both resident and non-resident, shall be responsible for the conduct of their visitors, guests and houseguests.
29. Noise objectional to neighbors must cease by 10pm Sunday through Thursday and by midnight Friday through Saturday. No activity of a noisy nature shall be permitted before 8am on weekdays and 9am on Saturdays and Sundays.

Garbage.

(Voter approved by ballot 10/27/14)

30. All garbage must be placed in the appropriate containers located in the parking lot trash enclosure.
31. All effort should be made to recycle those items that are recyclable.
32. No Member or guest shall throw garbage in the river or on Club property.
33. Hazardous waste must be dealt with in accordance with City of Portland regulations.

Grievances.

(Voter approved by ballot 10/27/14)

34. Grievances shall be put in writing and submitted to the PRC Board of Directors not less than 3 days prior to the next regularly scheduled Board meeting for review.

Work Days

(Voter approved by ballot March 2017)

35. Work days may be scheduled by the Board and posted. On scheduled work days, one Member of each residential slip shall participate a minimum of two hours or a contribution paid in lieu of participation.
36. If you wish to participate but are unable to work on a scheduled work day, arrangements must be made with the work day organizer to make up your time within the month.

Parking lot.

(Voter approved by ballot March 2017)

37. Two carport spaces are assigned to each residential slip and will be billed with the monthly Moorage fees. Carport spaces are for cars and vehicles only. Members may sublet one or both of their carport spaces to another Member. Upon sale of a floating home any such subleases will end. Covered parking spaces are allocated in numerical order and mirror the house positions.
38. Due to limited space, each residential slip will be limited to 4 vehicles maximum anywhere on PRC property. Extra vehicles are to be individually and specifically approved by the Board. Such approval will be reviewed annually.

39. Resident Members are allowed to keep in the parking lot one boat trailer per residential slip for a boat moored at the PRC. Storage of non-residents' boat trailers is not allowed. Residents' boat trailers must be suitably identified.

40. All non-boat trailers and recreational vehicles need the approval of the Board. Only temporary parking will be allowed.

Pets.

(Voter approved by ballot April 2021)

41. All Moorage dogs and cats must be neutered or spayed.

42. In accordance with Multnomah County laws:

a. *Dogs must be properly licensed and vaccinated. Dogs must be leashed at all times while on public property and in parks (except in designated off-leash areas), and owners must remove their dog's waste. These laws exist for the health and safety of dogs and people.*

b. **13.305 Duties Of Owners.**

(A) For the purposes of this section, unless otherwise limited, the owner is ultimately responsible for the behavior of the animal regardless of whether the owner or another member of the owner's household or a household visitor permitted the animal to engage in the behavior that is the subject of the violation.

(B) It is unlawful for any person to commit any of the following: (1) Permit an animal to be an animal at large;....*

**ANIMAL AT LARGE. Any animal, excluding domestic cats, that is not physically restrained on owner's or keeper's premises including motorized vehicles in a manner that physically prevents the animal from leaving the premises or reaching any public areas; or, is not physically restrained when on public property, or any public area, by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.*

c. **13.303 Animal Wastes; Duty To Remove.** *Any person in physical possession or control of any animal off the premises of the animal's owner or keeper shall immediately remove excrement or other solid waste deposited by the animal in any public area.*

d. **Multnomah County Animal Control** *has the authority to enforce leash and scoop laws and can issue fines of up to \$150. For more information, call Animal Control at 503-988-7387.*

e. **Animal Control Law** *defines dangerous dogs as:*
An off-leash dog that menaces, chases, or displays threatening or aggressive behavior, which threatens or endangers the safety of any person;
An off-leash dog that causes physical injury to any domestic animal;
An off-leash dog that aggressively bites any person, or kills or causes death to any domestic animal.

43. Cats:

a. Moorage cats must be kept indoors at night.

b. If a cat demonstrates objectionable behavior during the day, such as fighting, spraying and defecating in other Members' or PRC property, the owner will be asked to confine the animal to their property.

44. As of April, 2021, renters may have cats or dogs on the Moorage.

45. As of April, 2021, there is a limit of two pets (cats or dogs) per slip, service animals included. Landlord is responsible for actions of their renter's pet(s).

46. All pets entering the Moorage as residents must be approved by the Board.

Rules enforcement policy.

47. Any violation of the PRC rules shall be brought to the attention of the Board at a regularly scheduled meeting, or in writing to the Board before the next meeting. The Member in violation, if not present, will be notified in writing and given an opportunity to be heard. The Board will then determine the correction requested, length of time to effect the correction and the consequences of non-compliance.

48. Following the designated period for corrective action, the Board will determine if the correction is satisfactory.

49. If the requested corrections have not been made and the violator has taken no other corrective action approved by the Board, the Board may levy a rules enforcement fee against the member in the amount of \$25.00, plus 5.00 per day for every day the violation continues.

50. The Board may file a lien against any Member when charges reach \$100.00. The charges for rules enforcement fee, legal fees and any expenses incurred by the Club connected with correcting a violation shall become due and payable by the Member, whether or not suit or action is filed.

51. Fees are due and payable immediately by the Member and are not to be considered in lieu of compliance nor compensation for any damages incurred as a result of said violation. Compensation for any damages is also the responsibility of the member and payable immediately.

52. All members should receive a copy of the PRC by-laws, rules and all subsequent amendments or revocations. It should be the responsibility of Members to provide their tenants with copies of the PRC rules. Residents shall sign a copy of the rules as evidence of having received and understood them and of their willingness to abide by them.

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