



## **CARNARVON YACHT CLUB BY-LAWS**

### **Updated 8<sup>th</sup> July, 2021**

1. The Carnarvon Yacht Club Marina was designed for the berthing of recreational and pleasure yachts and boats and not as a specific living facility. The Carnarvon Yacht Club allows live-aboards as an exception and it is considered a privilege.
2. The Carnarvon Yacht Club reserves the right to deny, suspend or cancel this privilege at will, if in the opinion of the Commodore or Marina Manager live-aboards interfere with the primary objectives of the Carnarvon Yacht Club or the marina individually or in the marina as a whole.
3. **Live-aboard availability is restricted to members who are paying full Pen fees or whose craft are moored outside of the Club grounds.**
4. **A Hardstand area suitable for temporary placement of the Pen Holder's boat may be available at no additional cost while the boat is being maintained up to a maximum of three months, subject to space considerations. After three months, the Committee may require payment of fee commensurate with the Hardstand fee in addition to the Pen Fee.**
5. Terms and conditions and rules relating to live-aboards, as posted, are subject to alteration and change.
6. A separate fee will be charged for each person living on a vessel in the marina as established by the Carnarvon Yacht Club's constitution and management committee.
7. Live-aboards are always required to have a current live-aboard agreement registration on file in the Carnarvon Yacht Club's office. The agreement shall be kept current and renewed annually. Failure to register as a live-aboard may result in termination of moorage and future live-aboard privileges.
8. Due to the inherent safety hazards and the lack of recreational facilities, families with children are not encouraged to live-aboard for a prolonged period in the marina. The Carnarvon Yacht Club accepts no responsibility or liability for live aboard families with children.
9. Live-aboard vessels must meet all Federal, state and local laws, including but not limited to laws pertaining to navigational, safety, health, hygiene and sanitation equipment. Failure to do so can result in termination of moorage and live-aboard privileges.
10. Live-aboard vessels must be kept seaworthy at all times. A vessel that is being used to live-aboard and not maintained for the purpose of cruising or boating is not eligible for moorage.
11. All safety or procedural violations of Carnarvon Yacht Club policy or other problems that live-aboards observe to be present in the marina must be reported promptly to the Carnarvon Yacht Club or the appointed harbourmaster as a condition of living aboard in the Carnarvon Yacht Club's marina.
12. Pets must be kept leashed and in control at all times. Owners must have proof of pets current licence and registration. Owners will be held responsible for any mess, damage or injuries caused by their pets. Violations incurred by pets will be counted as a complaint.
13. The Carnarvon Yacht Club will endeavour to guarantee the availability of fresh water, power, amenities, safe and secure facilities. All vessels and live-aboards are solely responsible for their and their vessels safety and security.



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14. Live-aboards shall not engage in behaviour that creates disturbance or nuisance or disturbs the tranquillity of the marina or any other live-aboards or tenants. Live-aboards are responsible for the behaviour of their guests in the marina. Violations incurred by tenants or their guests will be counted as a complaint. Three complaints and live-aboard status will be terminated.
15. Live-aboards are only allowed one vehicle within the marina property. All vehicles parked within the marina property must be registered and insured to the live-aboard and permanently operable and road worthy. The undertaking of any automotive work / repairs is strictly prohibited within the marina.
16. **Long term use of the Hardstand area in excess of three months is intended only for the storage of trailerable boats on registrable trailer. Craft that do not meet these criteria require express written permission of the Committee with a time limit set for completion or removal of the craft.**
17. **Other items such as containers and additional items may be permitted with the express written permission of the Committee.**
18. **Any Hardstand of Pen lease may be terminated, if, in the opinion of the committee, the items are a hazard, eyesore, become derelict, or are in breach of any of the conditions set out above. Any costs associated with such removal is at the lease-holders expense.**
19. No personal property shall be stored on the jetties or floating pontoons.
20. No personal mail, messages or calls will be accepted at the Carnarvon Yacht Club or the Marina Managers office.
21. The time for effecting clause 15 (b) of the constitution shall be from 30<sup>th</sup> September of each year. The registrar will issue members that have not paid their fees by that time a notice advising them that they are in arrears. Members who cease to be financial one month after the issue of notice shall cease to be a member as in clause 15 (a & B) of the constitution.
22. Social memberships may be approved by a member of the management committee or club manager.
23. No boat floats of any description shall be allowed to use the newly constructed floating pens, boat owners who want to use boat floats must use fixed pens, as boat floats do not meet the design criteria of the floating pens.