**Harbor View Yacht Club**

**By-Laws 2021**

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**EST. 1957**

**Important Dates & Reminders:**

* *Regular* meetings are the **first Tuesday of the month**

*Article 4 | Section 1-A*

* *Board* meetings are the **last Tuesday of the month**

*Article 8 | Section 2*

* *Dock* fees are to be paid **prior to March 1st**

*Article 14 | Section 1-A*

* *Dock Bid Day*: **Third Saturday** of March at 4:00 P.M.

*Article 14 | Section 1-A*

* 10 *work hours* must be completed **prior to May 1st** or before you can occupy a dock (remaining work hours due **prior to September 1st -** 24 hours total)

*Article 10 | Section 2-A*

* Dock *poles* are to be in by **May 1st**

*Article 11 | Section 3-A*

* *Dues* are to be paid prior to **October 1st**

*Article 11 | Section 2-A*

**See Fee Schedule found in Appendix “A”: Fees**

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# ARTICLE 1 NAME OF CLUB

**Section 1.** The name of the Club will be Harbor View Yacht Club, and may be referred to as H.V.Y.C. in these Bylaws.

# ARTICLE 2 PURPOSE OF CLUB

**Section 1.** The object of the Club shall be the promotion, protection, and the encouragement of boating for pleasure and sport and to encourage aquatic sports and good fellowship among its members.

**Section 2** The club will recognize AYC, ILYA & any other sanctioned boating affiliates.

# ARTICLE 3 MEMBERSHIP

**Section 1.** The Club shall consist of Probationary, Regular, Life, Social, and Honorary Memberships.

**Section 2.** A probationary regular member is a person who has been proposed for regular membership, accepted by the body and is serving within one year probationary period. All probationary regular members shall have all the rights and privileges of a regular member with the exceptions of voting and holding elected office.

**Section 3.** Regular memberships shall form the governing body of the Club and are entitled to all rights, benefits, and privileges of the Club and their associations. Regular members shall have the sole privilege of holding an elected or appointed office of the Club and have voting rights on all issues brought before them for resolution except in instances restricted by these Bylaws.

**Section 4.** Life membership is automatically awarded to Regular Members with Twenty-Five or more years of seniority or Regular Members who have served Ten years as an Elected Officer of the club. They shall be obligated to pay dues of fifty dollars and are not exempt from assessments or any other fees. Life Members have the same rights and privileges as a Regular Member.

**Section 5**. Social membership entitles an individual to participate in all social activities of the Club and attend regular meetings, but will not have a voice at the regular meetings, accumulate Club seniority or have voting privileges. Social members may participate in work parties that benefit the Club, but are not entitled to any compensation for this service. They are obligated to pay any fee that may be approved by the regular membership that is a fund-raiser, which will socially benefit the Club. Social members may become Regular members after having been a social member in good standing for a period of one year, payment of all fees, and after being voted on as a Regular member by the body. Seniority shall accumulate from the day of voting.

**Section 6.**

a) Honorary memberships are awarded for notable service to the Club with the approval of the membership by a majority vote of the members present at any regular meeting.

This membership entitles the bearer the same rights and privileges as a Social member, except Regular membership, but relieves the individual of any financial obligations. This membership is good for a period of one (1) year from the date of the acceptance.

b) Honorary memberships shall be awarded to the spouse of a Regular member who passed away during the preceding year. This Honorary membership shall be extended yearly if said surviving spouse requests the extension in writing to the Executive Board. This Honorary membership does not apply if the surviving spouse elects to assume the membership and seniority as permitted under Article 3 Section 11.

**Section 7**

a) Any adult, at least twenty-one (21) years of age, shall be eligible to make application for probationary regular membership or social membership. Such application shall be on forms provided. Applicant must be proposed for membership by a Regular member and co-sponsored by two other Regular members. The proposing member of an applicant shall have been acquainted with the applicant for a period of at least one (1) year prior to application for a membership. A check payable to Harbor View Yacht Club, in a sum equal to the initiation fee and one-year’s dues (NOTE: after July 1st, the dues are reduced by $80.00) shall be forwarded with the application to the Vice-Commodore for processing at the time of applicant’s interview. Applicants must be interviewed and be presented to the Executive Board before being presented to the body for final membership voting. All members joining in the same month will have the same seniority date but membership seniority is in alphabetical order by the member’s last name.

b) Regular members who sponsor an applicant for membership shall address the membership at a regular meeting with a quorum present as to why the applicant should be accepted for membership. Should a meeting fail to take place in the specified month the members to be voted on would retain the membership seniority for the date the meeting would have been held.

c) The members present at this regular meeting of 1st presentation by the board as an applicant may vote on an applicant by secret vote. Three (3) dissenting votes shall deem the applicant ineligible for membership.

d) Membership applications shall be valid for a period not to exceed sixty (60) calendar days.

e) After one year the Board will decide the membership for a probationary member. If at the end of the probationary period the new member has not had a problem or conflict with any other member nor has been brought before the Board for any reason the board can approve their membership. Should the board reject the membership of a probationary member an explanation of their action shall be given to the membership at the next regular meeting with a quorum present. If the body does not agree with the decision of the board a majority vote by the body will be required to override the Board decision.

**Section 8.** Voting, holding office, serving, as a delegate, and membership of a committee are exclusive privileges of Regular members. All other members are excluded from this privilege.

**Section 9.** A member must be present to vote except as follows: absentee ballots for members who cannot be present may be obtained by submitting a request in writing stating the reasons for the ballot and the location the ballot is to be mailed to, at least 14 days before the election.

**Section 10.** Any reference(s) to gender in these Bylaws shall refer to either gender.

**Section 11.**  In the event of the death of a Regular member, the surviving spouse shall have the option, within sixty (60) days of death, after notifying the Recording Secretary and payment of any dues, fees, or other charges properly chargeable to them, to assume the membership and seniority of the deceased spouse. The surviving spouse who elects to become a Regular member shall have all the responsibilities of a Regular member required under these Bylaws. The surviving spouse cannot pass on their membership or seniority to anyone.

**Section 12.** If a Member in good standing is inducted into the United States Army, Navy, air Force, Marine, Coast Guard or other similar recognized service, for active duty for national defense or war purposes, then by such induction he shall be entitled to continuation of his membership in the Club in good standing, until the termination of his period of such duty, without his further payment of dues, fees and assessments for such period.

**Section 13.** A house rule made by the board must be voted on by the body at the next regular meeting to become a rule. If voted down by the body the rule will be resented and not made.

# ARTICLE 4 MEETINGS

**Section 1.**

a) The regular meetings of the Club shall be held on the first Tuesday of each month. In the event this day is a legal holiday or the evening prior to a holiday, the meeting will automatically be moved to the following Tuesday.

b) In the event that moving the meeting date as prescribed in paragraph a) of Article 4 Section 1 also causes a conflict as described in said paragraph a new meeting date shall be set forth by the Executive Board and all members shall be notified in advance of this date.

**Section 2.** A special meeting may be called only at the request of 10% of the regular membership or a majority of the board members. In the event a special meeting is called, all members eligible to vote shall be notified by a special notice in the NAVIGATOR or by special letter, stating the purpose, time, and place of the special meeting.

**Section 3.**

a) A quorum of Regular members shall be required to conduct a regular or special meeting. Fifteen-percent (15%) of the regular membership of the Club shall constitute a quorum.

b) The sergeant-at-arms shall ensure that any person voting and/or speaking at a meeting shall be able to present a valid Regular member’s membership card upon request. The officer conducting the meeting shall provide for members who have not yet been issued cards.

**Section 4.** Regular meetings shall begin at 7:30 p.m. and shall not be continued beyond a two-hour limit, unless a motion is approved to extend the meeting for special business.

# ARTICLE 5 RULES OF ORDER

**Section 1.** The rules contained in the current edition of ROBERT’S RULES OF ORDER NEWLY REVISED shall govern the Club in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Club may adopt.

**Section 2.**

a) The Bylaws may be amended in whole or in part by submitting a signed copy of the proposed change(s) in writing to the chairman of the Bylaw Committee or his designated appointee’s prior to June 1st. *If during the review by the By-law Committee or the Executive Board it is determined that clarifications are required in order to clarify the intent, then language may be added to this proposal prior to the 1st reading to the members if the originator agrees with the changes completely. These modifications must be to clarify only and not modify the intent. The Bylaw Committee may bring the originator to the Board meeting if they see a potential for this to occur.*

b) The Executive Board will then vote by a majority of those present to recommend approval or rejection of said change and their reason for said recommendation (Last Tuesday in June).

c) The proposed change may then be read at the next regular meeting and will be posted on the Club bulletin board after this first reading(First Tuesday of July).

d) Voting on Bylaw changes will only take place at the August regular meeting unless there is no quorum, in which case it will vote at the next regular meeting with a quorum present.

e) Approval of two-thirds of those present and voting are required for passage.

**Section 3.** The routine order of business of meetings may be but not limited to:

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call of Officers
4. Voting on New Membership Applicants
5. Reading of the Minutes
6. Treasurer’s Report
7. Report of Officers
8. Report of Committees
9. Unfinished Business
10. New Business
11. Good and Welfare of the Club
12. Adjournment

**Section 4.** A house rule made by the board must be voted on by the body at the next regular meeting to become a rule. If voted down by the body the rule will be resented and not made.

# ARTICLE 6 OFFICERS (ELECTION PROCEDURES)

**Section 1.**

a) The Officers of the Executive Board shall be elected annually.

b) The Officers (7) of the Finance Committee shall be elected for three year terms, two per year, except the Treasurer.

c) These Officers shall perform the duties prescribed by these Bylaws and the preliminary authority adopted by the Club.

**Section 2.**

a) The Commodore shall appoint a minimum of three (3) Regular members at the regular meeting in September to serve as a Nominating Committee. It shall be the duty of this committee to nominate a minimum of one candidate for each office and shall report these nominations at the regular meeting in October for the Executive Board and at the regular meeting in December for the Finance Committee. Additional nominations from the floor will be permitted. The names of those nominated shall be posted on the Club’s bulletin board. A sample ballot shall be mailed to each member eligible to vote by letter or the NAVIGATOR at least one week prior to the election. This section shall apply to annual elections only.

b) A quorum shall not be required for nominations.

c) To be eligible for the office of Commodore all nominees shall have served as an officer of HVYC for a period of two (2) years within the previous 4 years or any HVYC Past Commodore.

**Section 3.**

a) The Commodore shall appoint an Election Committee at the regular meeting in October. It shall be the duty of the Election Committee to, oversee the balloting, and to count and summarize the votes. There will be a neutral third party present during balloting and counting of votes.

b) The Election Committee shall ensure that each potential voter is a member in good standing and is also responsible for the ballot box until voting is completed, votes are counted, and vote summaries are reported to the Commodore and the membership. The Election Officer will keep the election ballots until such time as the membership voting at a regular meeting orders them destroyed, but no sooner than thirty days after the election.

**Section 4.**

a) Voting for election of Officers shall be by secret ballot. The Recording Secretary shall prepare ballots. The names of all candidates for the various offices shall be printed on one sheet under the heading of the office the candidate is running for in alphabetical order. The Recording Secretary shall procure a sufficient quantity of ballots to properly hold an election. Votes shall only be counted from ballots prepared by the Recording Secretary.

b) Voting for the Executive Board will be in November and voting for the Finance Committee will be in January.

c) Voting will be held on the Sunday before the regular meeting from 12:00 Noon until 4:00 P.M., and on the day of the regular meeting from 4:00 P.M. until 7:30 P.M. Should a voting day occur on a legal holiday, the members shall decide an alternate date at the November meeting.

d) A candidate for an office must receive a simple majority of valid votes cast for that particular office. The candidate or candidates in the case of the finance committee, receiving the highest number of votes for the position(s) of said office shall be the winner of the office. Number of votes for each candidate shall be disclosed.

**Section 5.** Special elections will be held as required in the following manner:

1. The Commodore shall appoint an election committee.

2. A notice will be sent to each member, by mail to the last known address listed in the Club’s records, of an election to be held at a regular meeting, or a special meeting called for that purpose, to elect an officer.

3. The nominations for the first round of voting will be the third order of business following roll call of officers.

4. Nominations will be from the floor or may be submitted in writing signed by the member who has the intention of holding the office in question.

5. Voting will take place using a supply of numbered blank papers for members to write and indicate their choice of the candidates.

6. The election committee will count the ballots, and shall have the authority to reject ballots not legible, and report the results to the members immediately. Should a runoff be required it will interrupt the order of business and be held immediately in the same manner as the first voting between the top two candidates including ties.

**Section 6.**

a) As the first order of business at the Executive Board meeting in December, newly elected officers will be given the oath of office and will assume the responsibility of their elected office immediately.

b) Finance Committee members will assume their office upon election.

**Section 7.** Flag Officers shall consist of the Commodore, Vice-Commodore, Rear Commodore, and Fleet Captain.

**Section 8.**

a) In the event an elected Officer cannot complete his term and must resign, the Commodore shall appoint a Regular member to fill this vacancy until an election can be held, as covered by another section of these Bylaws. Should the vacancy be for Commodore, then the Vice-Commodore will assume the duties of Commodore until elections are held to fill the vacancy.

**Section 9.**

a) An elected Officer who does not complete a full term in office shall not be entitled to any rights or privileges of the office and the successful candidate elected to fill this vacancy shall receive full credit for that office and is entitled to all rights and privileges. The exceptions to this section are the finance committee members who must complete a term equal to the members of the Executive Board to receive credit.

**Section 10.**

a) An Officer who cannot complete his term in office due to medical reasons that are supported by a doctor, in writing, shall be given full credit for this office and is entitled to all rights, privileges, and benefits as well as is his successor. The exceptions to this section are the finance committee members who must complete a term equal to the members of the Executive Board to receive credit.

**Section 11.**

a) Members of the Executive Board who complete a term in office shall pay annual dues of $25.00 and are not exempt from assessments or any other fees.

**Section 12.**

a) All elected Officers shall be bonded at a rate specified by the Executive Board.

**Section 13.**

a) Candidates for election of Officers may compete only for a single office during election. Finance Committee officers elected to the board must resign their position on the Finance Committee at the December Board meeting and will be considered as having completed their year in office for other provisions of these Bylaws.

**Section 14.**  The standard oath of office shall be:

I, (state full name), in carrying out my duties as an elected Officer of Harbor View Yacht Club, do sincerely pledge myself to support this Club, its Constitution, Bylaws, and regulations; to promote good sportsmanship, safe boating, and abide by the rules of the road, to the best of my ability.

# ARTICLE 7 DUTIES OF OFFICERS

**Section 1.**

a) The Commodore shall have overall responsibility for the operation of the Club during his term in office. He shall preside over all meetings of the Club except Executive Board meetings, and shall ensure that all rules, regulations, and policies are adhered to and enforced as necessary. He shall be cognizant of all Club matters including Club operations, repairs, improvements, projects, and legal matters.

b) The Commodore shall appoint the following committees I.L.Y.A.\* and A.Y.C.\*, Bylaw, Election and Audit. All appointments shall be posted on the Club’s bulletin board. (\*I.L.Y.A. and A.Y.C. shall be notified of such appointments.)

c) The Commodore will appoint annually a minimum of three (3) Regular members to serve as an Audit Committee, with one of the appointees having served on the previous year’s committee. It shall be the duty of this committee to audit, a minimum of semi-annually, all records of the Club, and to ensure compliance with established procedures for the control of the Club’s assets and funds. The committee shall report all findings to the Commodore and to the Executive Board. Under no circumstances are these appointed positions ever to become elected positions.

d) The Commodore shall be an ex-officio member of all committees.

**Section 2.**  The Vice-Commodore shall assist the Commodore and officiate in his absence. The Vice-Commodore shall receive all membership applications with initial dues and initiation fees. He shall ensure application is completed and properly filled out, check references, interview applicants, introduce applicants to the Executive Board, post name of applicants on the bulletin board, submit names of new applicants to the Corresponding Secretary, turn fees in to the Financial Secretary of applicants accepted for membership, and return fees to applicants whose application has been rejected. The Vice Commodore shall also co-chair the operation of the club’s annual Homecoming Festival.

**Section 3.** The Rear Commodore shall assist the Commodore and the Vice-Commodore and officiate in their absence. He shall be responsible for the operation, maintenance, and upkeep of the bar, equipment, and related facilities, including coin-operated machines and the bartenders. He shall also collect lift and storage fees to be turned over to the financial secretary.

**Section 4.**

1. The Power Fleet Captain must be a boat owner and shall be responsible for all boating activities, land cruises, navigational aids, and related programs.
2. The Sail Fleet Captain must be a Sailboat owner and shall address the diverse and unique concerns of those that are interested in Sailing and or are boaters of Sail in the Club. The Sail Fleet Captain shall be responsible for all Sailing activities and is a position subordinate to the Power Fleet Captain. The Sail Fleet Captain shall perform any other duties as agreed upon by the Executive Board and Power Fleet Captain.

**Section 5.**

a) The Recording Secretary shall keep minutes of all meetings of the Club including Executive Board meetings. Minutes of all meetings shall be retained for a minimum of five (5) years.

Files pertaining to the minutes, reports and communications of the Club, and all official records of business shall be the responsibility of the Secretary for the retention and upkeep. A tape recording of all meetings shall be made and shall be kept for a period of one year.

b) The Recording Secretary shall maintain a record of all approved Bylaw changes and shall be responsible for updating the Bylaws annually in a timely manner to be available for the newly elected officers, but no later than December 15th. Revised copies shall also be made available at the clubhouse for members.

**Section 6.** The Corresponding Secretary shall be responsible for maintaining the club membership database and official correspondence of the Club including the publication of the Club’s monthly paper, the NAVIGATOR, and ensure its timely distribution so the membership receives their issue prior to the monthly meetings.

**Section 7.**

a) The Financial Secretary shall collect all moneys due the Club and deposit them in the Club’s account; and also keep an accurate account of all receipts of the Club on the Club Computer and books provided by the Club for that purpose. He will have the responsibility of procuring new key-cards and key-card locks. He will be responsible for the proper installation of said locks. He will have the responsibility of keeping accurate and up-to-date seniority records and rosters, and will be responsible for keeping the Club’s seniority board up-to-date.

b) The Financial Secretary shall also be responsible for the mailing of bills for dues, fees, and charges owed to the Club.

**Section 8.**

a) The Treasurer shall be the custodian of all funds of the Club. He shall be authorized to expend all such funds as approved by the membership by way of an approved operating budget, which shall be submitted to the general membership at the January meeting. Any individual line item where expenditures exceed the budgeted funds shall require prior approval by the Finance Committee, Board and General Membership before such funds may be expended. At the expiration of his term, he shall turn over to his successor or the Club, all money, books, and other property of the Club in his possession.

b) The Treasurer shall be a member of the Finance committee with voting right only in case of a tie.

**Section 9**

a) The Harbor Master shall be responsible for the construction, repair and maintenance of the channel, docks, navigational aids and floating equipment.

**Section 10.**

a) The Yard Master shall be responsible for the maintenance and upkeep of the Club grounds and related grounds keeping equipment, i.e. Lawn tractor, mowers, chainsaws and construction equipment. He shall be responsible for boat storage, cradle and trailer storage. He shall also be responsible for repair and maintenance of electricity and water on the yards and grounds. In addition taking care of the gas pumps, waste water pump out and maintenance, and purchasing of the gas/diesel.

**Section 11.**

a) The Dock Master shall be responsible for all dockage and dock assignments. He shall be responsible for the operation and maintenance of the boatlift and boat handling equipment, i.e. trailer, yard truck and tractor. He shall post hours that boat handling will be handled.

The Dock Master or a member of the Lift Committee shall be responsible for seeing that the boat owner has a receipt of his / her dockage, lift and / or storage fees and proof of liability insurance before his / her boat can be launched. He shall also be responsible for all Sections of Article 14 that are applicable.

**Section 12.**

a) The Building Chairman shall be responsible for maintenance and improvement of all buildings.

**Section 13.**

a) The Entertainment Chairman shall be responsible for all social functions of the Club except land and sea cruises organized by the Fleet Captain.

**Section 14.**

a) The Work Coordinator shall be responsible for contacting members to form work parties, maintain work hour records of all members as reported to him, in writing, by those in charge of work parties, and shall post this information on the Club bulletin board or printed log available for Members to review.

**Section 15.**

a) All officers must maintain current club records on club property per procedures laid out in Article 7, Section 15. At the expiration of their term in office, they shall turn in all records, equipment and Club property over to their successors.

**Section 16**.

a) Each elected officer shall submit in writing monthly reports of his activity to the Executive Board prior to the monthly meeting of the board of officers. If monthly reports are deficient for 2 consecutive months the deficient officer may be removed for malfeasance of duty.

**Section 17**.

a) Any action of the executive Board can be overridden by a 2/3rd vote by the regular members with the board NOT voting.

# ARTICLE 8 EXECUTIVE BOARD

**Section 1.** The following officers of the Club shall constitute the Executive Board. They are:

COMMODORE

VICE-COMMODORE

REAR COMMODORE

FLEET CAPTAIN

RECORDING SECRETARY

CORRESPONDING SECRETARY

FINANCIAL SECRETARY

TREASURER

HARBOR MASTER

YARD MASTER

DOCK MASTER

BUILDING CHAIRMAN

ENTERTAINMENT CHAIRMAN

WORK COORDINATOR

**Section 2.** The Executive Board shall meet on the last Tuesday of each month. In the event this day is a legal holiday, the meeting will automatically be held on Thursday of the same week.

The Board, by a majority vote of the Board, may change the date on which their meeting shall be held.

A special meeting may be called only at the request of eight or more Board members. In the event a special meeting is called all members eligible to vote shall be notified by special letter stating the purpose, time, and place at least seven days in advance. The seven day requirement may be waived by unanimous consent of the Board.

**Section 3.** The Executive Board shall have general supervision of the Club affairs. They shall make recommendations to the membership and perform such other duties as specified by these Bylaws.

**Section 4.** The first order of business of the New Executive Board meeting in December shall be the election of a Chairman and Vice-Chairman of the Board. The Commodore shall not be eligible to act as Chairman of the Board.

**Section 5.**  The Executive Board shall act on all money matters up to and including one thousand ($1000.00) but shall not enter into any agreement or contract that exceeds one (1) year. A majority vote of the Executive Board shall be required on these money matters.

# ARTICLE 9 DISCIPLINE (SUSPENSION & EXPULSION)

**Section 1.**

a) Failure of a member to pay all dues, fees, and charges properly chargeable, by the due date, shall be fined $10.00 per day, for a period of 30 days, from the due date. Failure to pay all dues fees and fines at the end of the 30 day grace period shall result in termination of membership.

b) Any member who has been expelled may not be sponsored by a member, served at the bar, or enjoy any of the Club’s privileges for a period of one year, unless they are reinstated as stated in the following paragraph. The Board may, for good cause shown, make an exception to this paragraph.

c) Members expelled due to non-payment of financial obligations may seek reinstatement by making application as a new member, provided all indebtedness to the Club has been satisfied.

d) Failure to receive notification does not relieve any member of financial obligation to the Club.

e) This Article shall not pertain to any other Bylaws that have specific disposition for failure to pay any fees or charges.

**Section 2.**

a) Any officer of the Club who absents himself from three (3) consecutive Board meetings or three (3) consecutive Regular meetings without submitting a reasonable excuse to the Board Chairman or the Commodore prior to said meeting or meetings, shall become an officer not in good standing.

b) Any officer of the Club who becomes an officer not in good standing shall be deemed to have resigned such office, and his successor shall be elected as prescribed in Article 6, Section 8.

**Section 3**.

a) The Executive Board may, by majority vote of its members, issue discipline up to and including suspension of all rights and privileges for a period not to exceed six (6) months, for any of the following reasons. Such determination shall be without recourse to the body.

 1. For the violation of any Bylaw and/or regulations of the Club except for financial obligations which has herein been provided for or the violation of any of the criminal laws of the State of Ohio, other than a misdemeanor.

 2. Violation of any of the rules and regulations prescribed by the Executive Board, or any of the Committees herein provided for.

 3. Any offense against morality or decency, or any conduct unbecoming a gentlemen, on Club property.

b) Before taking such actions, the Executive Board will give such person or persons an opportunity to appear before it to explain or excuse member(s) conduct.

 1. If asked to appear in front of the board all persons must do so.

2. Under no circumstances will a recorded statement be accepted if a person fails to comply with said request.

**Section 4.**

a) Upon recommendation of the Board to the Body, any member may be expelled by at least two-thirds vote of the members present at any regular meeting, or at a special meeting called for that purpose or for any of the reasons outlined in Article 9. Before such action is taken, charges in writing shall be filed with the Recording Secretary, and signed by at least three (3) active members in good standing. The accused member shall be furnished with a copy of such charges by registered mail at least one (1) week before action shall be taken thereon, and shall have the right to address the membership immediately prior to the vote to expel. An expelled member will not be allowed to re-apply for membership to Harbor View Yacht Club.

**Section 5.**

a) It will be the Corresponding Secretary’s responsibility to report all Suspensions and Expulsions to the A.Y.C. and the I.L.Y.A.

**Section 6.**

a)  Any member found guilty of absconding with, or misappropriating Club funds or property shall be automatically expelled.

# ARTICLE 10 WORK HOURS

**Section 1.**  All Regular members must work at least twenty-four hours (or the specified pro-rated amount) from October 1st to August 31st of each year. 50% of work hours MUST be done by said member, with only 50% done by family members. Hours worked in September will be credited to the following year.

**Section 2.**

a) Hours will be according to the following schedules:

 1. At least ten (10) hours from October 1st to May 1st (or the specified pro-rated amount). The balance of the hours are due on or before August 31st.

 2. A boat owner must have at least (10) work hours (or the specified pro-rated amount) logged before his boat may be docked or launched into the Club’s channel before May 1st.

 3. New members will be pro-rated at 2.0 hours for each month remaining in the year.

**Section 3.**

1. Any Regular member failing to comply with Section 2, Article 10, will be fined a fee per Appendix “A” for each hour not worked, and shall be subject to discipline under Article 9, Section 1.

**Section 4.**

a) Grounds for exemption from such work hours will be presented to the Chairman or Vice-Chairman of the Executive Board, or the Commodore of the Club in writing or in person on or before November 1st of each year, by the member seeking such exemption. The Executive Board may, by a majority vote of all members of such Board, excuse a member from such work.

**Section 5.**

a) Life and Regular members shall receive credit for hours worked by members of their families and significant others provided advance notice was given to the Officer in charge of the work party and/or the Work Coordinator.

**Section 6.**

a) Work hours by Life or Regular members shall not be transferable to another Life or Regular member.

**Section 7.**

a) Any member, 65 years of age or older and who has been a member in good standing for ten (10) consecutive years, shall be exempt from work hours.

**Section 8.**

a) Members who agree to participate in a work party and fail to show up or do not inform the Work Coordinator in sufficient time to be replaced shall have two hours added to the minimum required hours and shall forfeit the right to pay for these additional hours in lieu of working them.

**Section 9.**

a) A member who lives beyond a 100 mile radius from the Club House, measured by the way the crow flies, shall be exempted from work hours. This Section does not apply to anyone with a boat docked at HVYC.

**Section 10.**

a) The burden of proof for hours worked is the sole responsibility of the member; therefore, the member shall insure that the Officer or Person in charge of the work party signs for the hours worked on the work slip. NO hours will be credited to any member without an Officer or Past Commodore’s signature. Name and member number must be included on work slips to be turned into the work coordinator for record keeping.

# ARTICLE 11 FINANCE

**Section 1.**

a) Initiation fees and all other fees and assessments shall be determined by the Body at any two consecutive regular meetings.

b) Annual dues are part of the Bylaws and voted on annually. See Appendix “A” for current charges. (Appendix “A” is not part of the Bylaws unless referring to dues.

**Section 2.**

a) Membership dues in this Club shall be payable annually prior to October 1st. Members shall be notified by mail at their last known address listed in the Club records prior to September 10th. Of all fees, dues, and charges properly charge able to them.

b) Money due for charges of work hours owed (Article 10, Section 3) shall have a due date of May 31st or September 30th. Members shall be notified by mail at their last known address listed in the Club records prior to May 10th and September 10th, respectively.

c) Money due for special fees involving docks (i.e., water, electric) shall have a due date the same as dock fees prescribed in Article 14.

d) Any member not able to pay all dues, fees, and charges properly chargeable to them may appear before the Executive Board. The Executive Board may grant an extension of up to thirty (30) days. Failure to pay, all dues, fees, or charges properly chargeable to them, shall result in disciplinary action as defined in Article 9 of these Bylaws.

e) No dues money shall be accepted until all other debts due the Club are paid in full.

f) Any Regular or Social member who passes a bad check to HVYC or any of its’ internal entitles will be banned from writing checks and put on a cash or credit card basis for a period of 12 months. A list will be maintained behind the bar.

**Section 3.**

a) All members are required to pay for their Festival tickets at the same time they pay their yearly dues. All new applicants for membership status must pay for their Festival tickets at the time of their interview unless they come in after the Festival. The time and method of issuing said tickets will be a decision of the Executive Board or the Entertainment Chairman.

**Section 4.**

a) Any member who is 65 years of age or older and has been a member in good standing for a period of ten (10) consecutive years shall pay one-half of the yearly dues, but shall pay the usual fees for key card, Festival tickets, and all assessments.

**Section 5.**

a) Any member with twenty-five (25) years seniority shall pay annual dues of $50.00 and are not exempt from assessments or any other fees.

**Section 6.**

a) The handling of Club bank accounts or transportation of Club Monies off premises shall be limited to bonded Club members.

b) All bank accounts having the name Harbor View Yacht Club in their name or using the Club’s federal I.D. number shall be required to have the Commodore and the Treasurer’s names on said bank accounts. The Executive Board shall also place limits on the maximum amount that may be in said accounts and all Monies in excess of these limits must be transferred to the Club’s general account.

**Section 7.**

a) All contracts for labor and equipment in excess of one thousand dollars ($1000.00) shall be required to have three bids submitted for said work.

The members at a regular meeting or a special meeting with a quorum present, and by a two-thirds vote, may override this requirement. *Projects being installed by Club Members do not require quotes from outside contractors. However equipment, not being bought wholesale by a Member, does require three quotes. Standard building materials amounting to less than one thousand dollars ($1000.00) do not need 3 quotes (Clarification- standard building materials means small amounts of lumber, brackets, nails, screws, etc. but would not include high dollar items like steel. Buying (20) 2 x 4’s is ok, buying (10,000) 2 x 4’s is not ok).*

**Section 8.**

a) The Finance committee shall be responsible for establishing annual budgets, along with long term (5 Year) planning and estimated costs of capital improvements.

b) The finance committee shall develop and implement procedures for the monitoring of receipts and expenditures of the club. These procedures and budgets shall be presented to the Executive Board for recommendation before being presented to the regular membership for approval.

c) The committee shall be responsible to monitor project expenditures when the projects are in excess of three thousand dollars ($3,000.00).

d) The committee shall also be required to examine and approve or disapprove of all expenditures over one thousand dollars ($1,000.00) and report same to the members before a vote. The members at a regular meeting or a special meeting with a quorum present, and by a two-thirds vote, may override this requirement.

e) In the event the committee disapproves of an expenditure it will require a two-thirds vote at a regular or special meeting, with a quorum present, to override. Any action to override shall require that provisions be made to fund such expenditure.

f) The finance committee shall meet monthly at a time to be determined by the new committee each January. This monthly meeting shall be held between the first Tuesday and the last Tuesday of the month. The committee shall submit a report to the Board of this meeting. The committee shall give to the incoming Board in December a financial report on the status of the Club’s finances.

g) The Finance Committee shall be responsible for approving contracts exceeding one year, the Executive Board must then approve these. Should the body disagree with any contract they can overrule it by a 2/3 majority vote at any regular meeting with a quorum present.

**Section 9**

1. Permits official approval of funding in an Emergency prior to approval by the membership, for specific occasions where an additional expense or further damage could occur if the problem was not addressed quickly.
2. In cases of Emergency Funding, the amount of funds needed must be requested by an Officer and approved by a majority of the Finance Committee and then by a 2/3rd affirmative vote.
3. In all instances the Emergency Funding must be specific as to the needed project and must include a specific maximum of funds to be spent.
4. The Emergency Funding project and associated costs must be presented at the next regular general membership meeting where in approval of any additional monies or expansion of the emergency project scope shall be presented and approved prior to any additional expenditures.

**Section 10.** Coupon monies collected when dues and dock fees are paid will be available on the following time lines. Coupons that are paid with dues which is collected during September of each year will be available January 1st of the next year. Coupons that are paid with dock fees which are collected during February will be available April 1st of the same year. New members joining during the year and paying for said coupons will be available the end of the month they are voted in. Coupons expire on September 30th of each year.

# ARTICLE 12 KEY CARDS

**Section 1.**

a) Key cards shall only be issued to HVYC members and their spouses; however, special cards may be issued at the direction of the Board or the membership. Infractions of this rule may result in the confiscation of the card and action being taken by the Executive Board. Key cards are not to be given or loaned to anyone under any circumstances.

# ARTICLE 13 YARD AND STORAGE RULES

**Section 1.** Winter storage applications must be in and fees paid each year before a member’s boat will be stored on Club property. No boat will be put on Club property for winter storage before the first Monday after Labor Day of each year.

**Section 2.** The lift and boat handling will be done by the Dock Master and/or members of his committee. The boat owner is responsible for seeing that his boat is being handled properly. The names of those people on the lift committee will be posted on the Club’s bulletin board.

**Section 3.** No boat will be pulled from the water unless the owner has a safe cradle and/or trailer to set the boat on at the time it is being pulled. The safety of the equipment will be determined by the Dock Master or an appointed member of his committee.

**Section 4.**

a) The boat owner shall pay all fees as prescribed in Appendix “A” prior to his boat being handled. He may, in an emergency, go to any responsible member to have said work done.

The Dock Master will turn over to the Financial Secretary all charges to be billed to said owner. A boat owner must sign a Waiver of Liability forms (provided by the Club) before a boat is handled by the club. This does not pertain to dock fees.

b) All boats on club property must have proof of ownership filed with the club in a manner prescribed by the yard master and or the executive board.

**Section 5.**

a) When a member stores his boat on Club grounds, it will be stored in front of his dock whenever possible.

b) If this storage arrangement in any way conflicts with the plan of the Yard Master, or interferes with the good of the Club, the member’s boat will be stored at the discretion of the Yard Master.

**Section 6.**

a) The Club equipment shall only be used for members and those

Recognized under Article 2 section 2 of these by-laws, except in the case of an emergency.

b) Emergency lifts will be taken care of as prescribed by the Dock Master.

**Section 7.** Boats sunk due to neglect will be lifted at the expense of the owner.

**Section 8.**

a) Gates to the docks and Club grounds are to be kept closed; however, the main gate may remain open during Club hours on Saturday, Sunday, holidays, or during Club events.

b) Automatic openers may be purchased by members only. The member who purchases the automatic gate openers will have the responsibility for the control, issuance, or loan or these openers and this may only be to members of their immediate family or another member.

**Section 9.**The water is to be turned off to the docks at the discretion of the Yard and/or water committee chairman. No Later than November 15th.

**Section 10.**

a) All boats shall be removed from the Club grounds prior to June 1st of each year. Any member who will not make the June 1st deadline must notify the Executive Board at or before the May Board meeting of their intentions. The Executive Board may, for good cause shown, extend the grace period beyond June 1st. The owner of any boat remaining past the grace period for any purpose shall pay a summer storage fee. Summer storage is for one year only and not to be continued. Any boat on club property past June 1st and prior to the winter storage season shall be moved to a storage area designated in Appendix “C”. *The boat owner who puts their boat in summer storage “Can Not” use any of their dockage money to help pay fo*r summer storage.

**Section 11.**

a) Fees for storage shall be as determined by the body under Article 11, Section 1.

**Section 12.**

a) Boat trailers and blocking shall be moved out of the way on the same day the boat is put into the water. If not moved, the Club will charge the owner $50.00 to move and store (at no liability to the Club).

b) If a dock renter stores a Boat Trailer, Cradle or Blocking on Club grounds during the boating season there is no charge. Appendix “A.” for members storing utility Trailers, etc. on Club grounds even if they are a dock renter.

**Section 13.**

a) Any member giving up his dock for any reason has the option of either leaving or removing any personal property that he has installed at his dock/yard area;, e.g., walk or patio stones, decks, shrubs, yard lights, dock boxes, etc. If he chooses to remove said items, he must do so within thirty (30) days of his vacancy or it becomes the property of the new owner. Anyone removing these items permanently must fill to grade or repair as necessary the area involved.

**Section 14.**

a) No equipment shall leave Club property unless given prior approval by the Executive Board and shall only leave for business pertaining to HVYC.

**Section 15.**

a) Each person will be required to sign a form that the Harbor View Yacht Club will not be responsible for any damage incurred during the lifting or moving of his boat.

**Section 16.**

a) Liability insurance shall be required of all boats on Club property in an amount as prescribed by the Executive Board. This shall apply to members and/or non-members.

b) The liability insurance shall include 'Harbor View Yacht Club 2180 Autokee Oregon, Ohio 43616-1081' listed as an 'Additional Interest' on the policy. No coverage of HVYC is required, only that HVYC shall be notified of any policy change or cancellation.

**Section 17.**

a) Members selling their boats must make sure the buyer removes all blocking, wood or cement blocks, cradle and trailer from club property.

**Section 18.**

A Member wishing to use their camper on HVYC property for the weekend, the Member may bring their camper in on Wednesday, use it and take it out on Sunday night. A Member wishing to use their camper at HVYC when on vacation may do so up to two weeks. One two week vacation will be honored per season. Regular members, who did not pay for a dock, and social members, are subject to the fee for this found in Appendix A. Regular members that paid for a dock are subject to a reduced fee. The day/time restrictions apply to all members. Members are fully responsible for their guests. The board and/or body may waive the camping fee for Regatta and other special events as they see fit by majority vote. No campers are to be stored at HVYC.

# ARTICLE 14 DOCK AND BOAT RULES

**Section 1.**

a) A Regular member desiring to retain their dock must pay their dock fees prior to March 1st each year or lose their dock and forfeit their seniority on said dock.

All such docks shall then be posted for bid. Said member shall not be allowed to bid on the same dock they held the previous year unless they pay a $25.00 assessment. All open docks must be posted for bid prior to March 1st of the same year. All open docks will be bid xe "Dock Bid Day" on the third Saturday of March each year at 4:00 P.M. Club seniority shall dictate dock assignment. Anyone desiring to bid on or change docks must be present or represented by a person with an authorized letter from said member. Fees for all new dock assignments must be paid at the conclusion of this session. The Dock Master shall have the authority to decide if a boat fits the stall and shall use his own judgment if a problem arises pertaining to same. Any boat owner not satisfied with the dock allocated him may appear before the Executive Board. The decision of the Executive Board is final.

b) Docks will be allocated to members owning pleasure boats only, and a member shall be entitled to only one dock and one boat with the exception of personal watercraft covered in Section 16 of this Article 14.

c) Prior to a boat being launched into or docked in the Club’s channel the

Following conditions must be fulfilled.

1. A boat owner, who is not exempt from work hours per Article 10 Section 7 must comply with Article 10 Section 2.a.2.
2. He shall show on demand the Yard Master and/or Dock Master, or

Members of their respective committees that he is a member in

Good standing.

 3.) A boat owner must provide proof of ownership (e.g. State Registration)

 and be in compliance with Article 13 Section 16.a and must have also completed the requirements of Article 13 Section 15.a and Article 14 Section 9.a.

**Section 2**.

a) A member who sells his boat and purchases another of a different size, may retain his same dock if the boat is appropriate for this same dock, according to the Dock Master's judgment.

b) If a member has paid his dockage and sells his boat before entering the water prior to May 15th, he will be refunded his dock fee.

c) No commercial sale of boats at H.V.Y.C. will be permitted.

d) Any member who has sold his boat or has not been in dock prior to June 1st, must notify the Executive Board or the Dock Master of his intentions on said dock. Failure to occupy said dock by June 15 without explanation will result in the dock being placed into floater status.

 A member who has their dock placed into floater status will be required to give the Dock Master a two (2) week notice to regain said dock. Any member who has failed to occupy said dock within ten (10) days of regaining it from floated status will lose dock privileges for the remainder of the season. *Any member may have dock empty one year but following year must occupy said dock or lose that dock.*

e) Any Club member disposing of a boat located on HVYC property may offer the new owner 72 hours free storage/dockage. If the boat is not removed from the Club's property/channel, a Fee will be charged as per append A. If the Club cannot collect from the new owner, the seller (Club member) is responsible for the fee. In an emergency the owner may ask the Dock Master for an extension in writing.

**Section 3.**

a) Any member who fails to have dock poles in prior to May 1st of each year shall be fined $10.00 per day up to 15 days. After 15 days he will forfeit his seniority on said dock, and said dock shall be handled in accordance with other provisions of this Bylaw.

b) Failure to securely fasten dock poles to the dock shall result in discipline under Article 9, Section 3.

c) Dock poles, steps, ramps, etc., leading to and from docks are to be furnished by the boat owner and are to be of a size and type as prescribed by the Dock Master or the Executive Board.

d) All dock poles shall be painted white with a six-inch (6") red cap on top before installation or the dock holder will be charged $15.00 per pole if painted by the club. Poles will be of size and installed at a height as specified in Appendix “C”.

e) Dock poles must be removed prior to December 1st of each year but not before October 15th. If said dock poles are not removed and require club personnel to remove them, they become the property of the club.

f) The first and last dock poles shall have dock numbers facing the channel and the Club grounds and shall be of a size as prescribed by the Executive Board.

g) There will be no carpeting of the docks: docks shall be painted with light grey shark grip 5W4027 or equivalent Galvanic.

**Section 4.**

a) All boats authorized to dock at H.V.Y.C. shall be entirely owned by a Club member or members in good standing (exception being ownership with or by spouse of member).

b) In the event of joint ownership, dock seniority shall be held in the name of the Club member to whom the dock was originally assigned and only he shall accumulate dock seniority.

c) Any Club member, who knowingly presents false information connected with a boat ownership or insurance policy, will automatically lose Club dock privileges for two years.

**Section 5.**

a) At no time can a member sublet a dock or trade docks without the Dock Master's authorization. Docks traded shall be valid for only a single boating season. If a member docks a boat in any dock other than his assigned dock, without authorization, for more than 72 hours, he shall be subject to disciplinary action by the Executive Board.

b) The Dock Master may allow up to 72 hours free dockage to a boat being put into the water from the H.V.Y.C. lift or in an emergency.

**Section 6.**

a) Any member desiring to sandblast, spray paint, or do anything else that may be harmful to boats in the immediate area, must first have the approval of the Dock Master, Yard Master, or the Executive Board.

**Section 7.**

a) All boats must be secured with lines of sufficient size, as determined by the Dock Master.

b) All electric cords from dock to boat must be of sufficient size and type as determined by the Dock Master and/or Executive Board.

c) All electric cords for shore power shall be U.L. listed, 30 ampere rated cords complete with proper locking and grounding type connectors and caps. Connectors and saps shall be NEMA type L5-30.

d) All other 110 volt, 15 and 20 ampere receptacles located outdoors shall be Ground Fault Circuit Interrupter (GFCI) type for personal protection. This includes all receptacles at docks, storage areas, festival pad, building exteriors, etc. as dictated by NFPA70 Article 555.19. Compliance is retroactive to April 1st, 2006 for all such receptacles.

**Section 8.**

a) Visitor docks will be kept open for members of H.V.Y.C. as well as A.Y.C. and I.L.Y.A. Clubs.

The time limit for A.Y.C. and I.L.Y.A. guests will be 72 hours. The time limit for H.V.Y.C. members will be 24 hours except in case of emergency. Fees will be charged after 72 hours, as determined by the Body under Article 11, Section 1.

b) There shall be no docking in gas docks, except to take on fuel, water, or in an emergency. There shall be no fueling of any boat, except at the gas dock, on H.V.Y.C. property or in the channel and fueling shall only be from the H.V.Y.C. gas pump.

**Section 9.**

a) All boats occupying dock space shall be in seaworthy condition and capable of passing a Coast Guard safety inspection. The Dock Master shall be authorized to determine if an owner's boat meets these qualifications.

b) In the event seaworthiness is questionable, a letter signed by three regular members submitted to the Board or a request by the Dock Master shall be cause for the Board to request an inspection by a registered marine surveyor at the boat owner’s expense. The Dock Master may then make a determination of seaworthiness based on the surveyor’s report. Any owner who disagrees with the Dock Masters decision shall have the right to appeal before the Executive Board. If the boat was found to be in seaworthy condition the cost of the marine survey would be reimbursed by the three requesting members or by the Club if the request came from the Dock Master.

c) Should deficiencies be found, the owner shall have fifteen days to conform to the checklist and show proof that the deficiencies have been corrected. In the event the deficiencies are not corrected in the specified time frame the boat will not be granted dock privileges until said deficiencies are corrected.

**Section 10.**

a) When temporary dockage (floater dock) is available, assignments shall be by Club seniority. The Dock Master will determine availability and what docks are to be given floater status. A boater using the floater docks is required to pay a dock fee and have copies on file of dock application, proof of insurance, and boat registration before said member's boat can be launched into or docked in the Club channel.

**Section 11.**

a) From the evening proceeding to the evening after, special event (s) as detailed in Appendix “C”, any dock not occupied by a H.V.Y.C. member can, at the discretion of the Dock Master, be used as a visitor dock. Members returning during this time period to find their dock occupied must contact the dock master or his appointed representative(s) for available dockage. The Commodore's boat is exempt from this rule.

**Section 12.**

a) Dock rates shall be determined as prescribed by Article 11.

**Section 13.**

a) Boats must be removed from the Club's channel prior to November 15th of each year, exception being boats authorized for winter storage in the channel.

**Section 14.**

a) The term "boating season," when used pertaining to the Club's business and/or rules, shall be from the opening of the Club's lift to the closing of the lift.

**Section 15.**

a) Anyone having seniority on a dock shall not be required to change docks because of boat size.

b) To be allocated a dock the beam of the boat must safely fit within one half the width of the well at the discretion of the Dock Master. No boats over 42' in length (including all protuberance), except docks 1 through 41 ***and docks 180 which may be 47', Dock 181 which may be 50'***  (including all protuberance), shall be allocated docks at H.V.Y.C. This Bylaw does not pertain to any boat docked at H.V.Y.C. prior to 1/1/91.

**Section 16**.

a) Boats designated as dock Personal Water Craft as well as inflatable boats that would be considered auxiliary craft to the owners main

Boat may share a well provided no craft interferes into the space of a dock or well partner.

b) All watercraft covered under this section must also abide by all applicable sections of Article 14.

# APPENDIX “A”: FEES

3/10/2014

1. **Initiation Fees** **$300.00**
2. **Dues**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Regular | Social | Over 65 w/10yrs | Officer/Elected office | 25yrs or more or 10 yrs. Elected Office |
| Dues | $170.00 | $50.00 | $85.00 | $25.00 | $50.00 |
| Lease | $25.00 |  | $25.00 | $25.00 | $25.00 |
| Taxes | $14.14 | $3.63 | $7.98 | $3.63 | $5.44 |
| Tickets | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Coupons**Total*****Starting 10/1/2019******Regatta Wristband*** | $75.00**$294.14** ***­­­­­­­­­­­­­­­­­******$ 5.00*** | **$63.63*****$ 5.00*** | $75.00**$202.98*****$5.00*** | $75.00**$138.63*****$5.00*** | $75.00**$165.44*****$5.00*** |
| ***Total [2020 dues]*** | **$299.14** | **$68.63** | **$207.98** | **$143.63** | **$170.44** |
| **New Regular Members:** | **Initiation Fee:****$150.00*****(Discounted)*****Coupons:****$75.00** | **Dues:****$170.00****Regatta Wristband: $5.00** | **Lease:****$25.00** | **Tax:****$25.01** | **Tickets****$10.00****TOTAL:****$460.01** |
|  |  |  |  |  |  |

1. **Dockage**

|  |  |
| --- | --- |
| Dock Fee | $300.00 |
| Lease Fee | $75.00 |
| Security Lights | $25.00 |
| CouponsWIFI service | $25.00$05.00 |
| **Total** | **$430.00** |
|  |  |
| **Additional Fee Air Conditioner (per)** | **$50.00** |
| **Additional Fee Ice Maker (per)** | **$25.00** |

1. **Lift Fees**

|  |  |
| --- | --- |
| Sail Mast | **$20.00** Each Use |
| Boat | **$1.00 / ft** (Regular Member) |
| BoatYard Trailer | **$3.00 / ft** (AYC / Social Member)$**25.00 / Use** (Regular, Social & AYC Members), **$35 / Use** (Non-Member) |
| Emergency Lift | **$10.00** (Regular Member) In Straps |
| Emergency Lift | **$20.00** (AYC / Social Member) In Straps |
| Emergency Lift | **$30.00** (Non - Member) In Straps |
|  | **Note:** If a boat leaves the straps a like fee will be charged when the boat returns |

1. **Storage Fees**

|  |  |  |
| --- | --- | --- |
|  | Regular Members  | Social / AYC Non-Member |
| Boat: | **$4.00 / ft****Note :** Members: If a boat is stored on site awaiting repairs the, FIRST 14 days will be at no cost – there is a $10.00 per day fee thereafter. |  **$6.00 / ft $6.00 / ft****Note:** AYC / Social / Non-members: If a boat is stored on site awaiting repairs the FIRST 7 days will be at no cost – there is a $10.00 per day fee thereafter. |
| Boat Trailer: | **$25.00 / season** | **$35.00 / season $35 / season** |
|  | **Note:** Trailer storage fee is only if the boat is not stored on site |
| Boat -Temporary (Art #14 Sec #2e) |  **$10.00 / day**  |

Utility trailers: **$25 / Axle / Season charge**

**Summer storage $400.00 storage, if approved by the Executive Board**

1. **Temporary Dockage**

|  |  |  |  |
| --- | --- | --- | --- |
| Daily | Weekly | Monthly | Season |
| **$4.00 / day** | **$25.00 / Week** | **$90.00 / Month** | ***$405.00 / Season******(plus any applicable fees such as A/C & Ice maker.)*** |

1. **Work Hour Fines: $50.00 per hour** less than the **10** work hours **before May 1st**. **$50** for the remainder of the **24** work hours by **August 31st** per the by-laws.
2. **Gas:**  Cost of Member gas **$0.25 over wholesale** price
3. ***Camping Fees:* $10.00** per day for **Regular members** that ***paid for a dock***. **$25.00** per day for **Regular members** that ***did not pay for a dock*** and **Social members**.

# APPENDIX “B”: HOUSE RULES

HARBOR VIEW YACHT CLUB

1. Every member must be prepared to present his membership card upon request when in and about the club.

2. A membership card may be used only by the person to whom it was issued.

3. Members of organized yacht clubs may be admitted to the Clubhouse upon proper identification.

4. Members shall be responsible for the conduct of their guests, and must make all purchases from the bar for them.

5. SHIRTS AND SHOES MUST BE WORN in the Clubhouse at all times.

6. Persons under eighteen (18) years of age are NOT to be seated at the bar.

7. Children MUST be accompanied by an adult at all times when in the Clubhouse.

8. Children MUST be sixteen (16) years of age to play pool unless accompanied at the table by an adult.

9. YOU and you alone are responsible for cleaning your tables before leaving the Clubhouse.

10. The bringing of alcoholic beverages into the Clubhouse by an unauthorized person is prohibited.

11. Beverages purchased at package prices shall NOT be consumed in the Clubhouse.

12. Authorized individuals only are permitted behind the bar.

13. Property of the Club must not be taken off the premises without permission of a member of the Board of Directors.

14. Members shall be liable for damage to Club property by willful or negligent acts themselves, their children, or their guests.

15. Storage of personal belongings of individuals on Club premises is not permitted.

16. The Club shall not be responsible for loss of property or any other loss sustained by an individual on the premises.

17. Pets are not permitted in the Clubhouse and must be restrained while on Club grounds and when within the area of the Clubhouse must be at least ten feet from buildings and sidewalks.

18. Members desiring to use any of the Club facilities for other than Club functions must obtain permission from the Board of Directors. Any member receiving such permission shall be responsible for proper maintenance of Club properties and facilities used.

19. Complaints, requests, or suggestions relative to improvements or services are invited. They may be made to any member of the Board of Directors.

20. Any or all of these rules may be rescinded by the Executive Board at any time.

21. When winterizing a boat on Harbor View Yacht Club property an environmentally safe anti-freeze must be used.

22. Anyone with a boat on Harbor View Yacht Club property that sells or gives their boat away is responsible for the boat until it is removed from the Club grounds. The exception would be if the boat was sold or given to another member. The new owner would be responsible at the time of the completion of the transaction.

23. From date of notice per Yard Master, Individuals told to clean their yard will have 7 days to comply. On day 8 the Club will clean said yard and will charge the dock holder $50 per hour per person till yard is clean. After 30 days if fine is not paid, Article 9, Section 1, Paragraph A of the Bylaws will apply.

24. No major auto repair on Club grounds.

 These rules are for the common good of all members, and are listed here so that you may be aware of your responsibility as a member of Harbor View Yacht Club. When a House Rule is broken, there will be a minimum fine of $100 per Board action.

25. Anyone found to have tampered with the security cameras or recorder will be brought before the Executive Board for disciplinary action.

26. If a boat is pulled out of the water to be worked on, or for any other reason and is brought down to “Stone City”, the boat must be parked in the 2nd or 3rd row.

27. A “Stone City” dock owner will have 1st choice to store his boat in the 1st row in “Stone City”. All other boats brought down to “Stone City” for Winter Storage must park in the 2nd or 3rd row.

28. Any person driving any motorized vehicle on Club grounds must be a licensed driver.

29. Any dock holder that occupies their dock before having all information in and on file to the Dock Master, including: dock application, registration/title, and insurance with additional interest, will lose their dock and the ability to rebid the same dock the following year. Any member that has information that expires while in the water will have 72 hours to make good, otherwise lose their dock and not have the ability to bid the same dock the next year. Floater docks will be on Board approval.

30. All kids under the age of 12 are to wear life jackets from the driveway to the water.

# APPENDIX “C”: PROCEDURES

**Dock**

(A) Dock poles will be 60” (5’) height from top of dock. Dock poles will be no less then 4x4 in size.

(B) Docking length limits, (revised 3-6-2000 John Keller)

 Dock #86 and #100 to have max length of 26 foot including all protrusions.

 Dock #88 and # 89 to have max length of 24 foot including all protrusions.

 The maximum beam shall not exceed ½ the narrowest point between docks.

**Yard**

(C) Boats remaining after June 15th or past two week grace period if allowed by the Executive Board at the May board meeting will be charged $10.00 per day until it is removed. Except winter storage starts 1st Monday after Labor Day.

(B) Boats remaining after June 15th or approved grace period will be moved at Yard Master’s discretion to a storage space designated by the YARD MASTER.

**Special events.**

The club homecoming and October steak roast are the only special events that apply. ARTICLE 14 section 11

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