



SITES (BYLAW AS AMENDED 01 AUGUST 2010)

8. Sites - General (BYLAW AS AMENDED 01 AUGUST 2010)

Definitions

- a) Club Cabin – fixed structure owned by Hermanus Yacht Club and leased on an annual basis to ordinary members as defined in clause 4 (c) of the Constitution in good standing. Can also be used for short term rental by the CLUB to visiting sailors and regatta officials.
- b) Private Cabin – fixed structure owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- c) Mobile Cabin – mobile structure owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- d) Caravan / Plettenberg – mobile trailer owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.

8.1 General

- a) The privilege of camping on Club grounds is strictly reserved for members and visiting members as defined in clause 4 of the constitution.
- b) No person may sleep on the Club premises unless allocated a cabin, caravan, or tent site for which the fee has been paid.
- c) No more than six (6) persons, including children may occupy a site at one time.
- d) The lessee may not cede, sublet or loan a cabin or campsite to any other person without the consent of the Committee or authorised representative.
- e) The lessee of a site may erect only one tent adjoining the cabin or caravan or one standard caravan canopy, neither to occupy more than 12 square meters.
- f) A lessee previously not having electricity and moving to a site with the facility will be liable for a once off electricity connection fee as stipulated by the Committee.
- g) When a lessee vacates a site or club cabin, the additions or improvements shall become the property of the Club, who will not be subject to any claims, costs, or compensation related to the improvements.
- h) Boats and trailers may not be stored on sites during the sailing season.

8.2 Sites – Allocations

- a) All sites must be advertised on the Club Notice Board for at least 21 days before being allocated.
- b) All site leases are annually renewable at the Committee's discretion.
- c) Only ordinary members as defined in clause 4 (c) of the Constitution in good standing may apply for a site lease or lease of a Club Cabin.
- d) No member may erect or buy a private cabin within the first two years of membership at HERMANUS YACHT CLUB.

- e) The provision for a "shared lease" on a site may only apply to direct family members and approval thereof remains at the discretion of the committee. The fee for a "shared lease" is 1.5 times the applicable site rental.
- f) Sites will be allocated at the sole discretion of the Committee and the following will be considered:
 - the applicants history with HERMANUS YACHT CLUB
 - contributions and willingness to get involved at the Club (Committee Member, Bridge, Rescue, maintenance etc.)
 - participation in all aspects of sailing
 - commitment to and future potential for the Club

8.3 Sites – Development

- a) No structure of any kind may be erected on Club premises without prior written approval from the Committee and the local Authority.
- b) Private Cabins or mobile cabins may be erected on a site exceeding ninety square meters (90sq.m) a site exceeding 75 square meters (75 sq. m) may be considered for a private Cabin or mobile cabin if adjacent to a communal area.
- c) Cabins or mobile cabins and/or caravans may not be less than 4 meters from each other for fire safety reasons and no less than 1 meter from any boundary fence.
- d) Private Cabins or mobile cabins must have a rustic appearance.
- e) All cabins must be removable, mobile cabins must be moveable and no concrete may be cast on site.
- f) All cabins must comply with Building Regulations SABS 082.
- g) (i) A refundable non-interest bearing deposit of R10, 000-00 is required on submission of an application to construct a mobile cabin.
- (ii) The applicant has 90 calendar days from the date construction commences to complete construction.
- (iii) Once the cabin has been inspected and certified by the Committee (or its appointed representative) as complete and complying with the provisions of the Site Bylaws, the deposit will be refunded subject to the provision of sub paragraph (iv) below.
- (iv) For every 30 calendar days that construction runs over the 90 calendar day building period, R1000.00 of the deposit will be forfeited to the Club
- h) Cabin construction guidelines:
 - Timber Floors: may rest on cement blocks or treated poles which are not set into the ground with concrete.
 - To prevent subsidence, pole ends may rest on pre-cast cement blocks or paving slabs underground.
 - Timber Walls: lapped or log style, painted with Mahogany or Teakwood sealer.
 - Roof Finish: fibre cement, bitumen or zincalume, sheets or tiles, painted dark green, charcoal, or natural.
 - Windows & Doors: meranti or pine, painted white, green, or wood sealer. (Bronzed aluminium sliding doors may be acceptable)
 - Veranda: timber deck and covered roof. The sides may not be enclosed
- i) Mobile cabin construction guideline:
 - mobile cabin must conform to maximum 7m x 3m size or smaller
 - mobile cabin chassis must be of standard Hermanus Yacht Club specification or a certified equivalent designed by a structural engineer, and must have 4 jacking up points to enable the mobile cabin to be raised to mount removable dolly wheels for mobility
 - the steel chassis must be supported on pre cast cement blocks or lintels and a system of anchoring the mobile cabin to the ground must be in place
 - wall finish to be timber lapped or log style or 'Nutec' ship lap, painted with mahogany or teak sealer

- roof finish to be small box rib profile steel with green or charcoal paint finish
 - windows and doors: Meranti or pine varnished or bronze aluminium
 - verandas must be removable (bolt on) and may have timber deck and covered roof (The sides may not be enclosed)
- j) Maximum areas/dimensions of private Cabins or mobile cabins:
- footprint of cabins 21.6 sq. m (e.g. 6.0x3.6 m)
 - footprint of mobile cabins 7x3 m
 - height 2.9 meters (from the finished floor to the roof apex)
 - veranda 21.0 sq m (e.g. 7.0 x 3.0 m)
 - floor height 300mm (From the finished floor to the mean natural ground level or established site level, whichever is the more restrictive)
 - cabins and mobile cabins may have a sink, basin, shower and a chemical toilet
- k) Pergolas may be erected, but may not exceed the width or height of the Caravan or Cabin / mobile cabin or extend more than 3.0 meters. The sides may not be enclosed. The area covered may not exceed 21sqm.
- l) One storage box per site may be permitted. Maximum size (h) 1.0m, (w) 1.0m, 2.6m
- m) Electricity supply to all sites will be restricted to 5 amps

8.4 Termination of Lease

- a) The Committee may terminate the lease / or order the removal of any caravan or structure not maintained to a reasonable standard.
- b) Any lessee not complying with the site By Laws, or erecting an unauthorised structure will automatically lose his site, and will be required to remove from the structure at his own expense within 21 days of Notice.
- c) If Lessee does not occupy his site on at least six (6) occasions during the season, an ordinary member as defined clause 4(c) may apply for the site. At the Committee's discretion, the lease may be terminated and the site re-advertised in accordance with clause 8.2 of the Site Bylaws. The onus to prove sufficient occupancy lies with the Lessee, extenuating circumstances may be considered by the Committee.
- d) Club cabins to be vacated within 21 days of notice.
- e) Caravans to be removed from site/club property within 30 days notice.
- f) Private members cabins/mobile cabin and Plettenbergs may be sold to a member approved by the Committee, in accordance with clause 8.2 of the Site Bylaws. A five percent (5%) commission on the selling price is payable by the seller to Hermanus Yacht Club within 7 days of the sale. If the owner does not wish to sell the structure in accordance with the terms indicated above, the structure must be removed within 30 days of notice.
- g) The Committee reserves the right to terminate a club cabin or site lease if the facility or yacht club is abused in any way.
- h) The Lessee agrees that Hermanus Yacht Club will not be held liable for damages or any costs incurred when vacating a site or exercising forced removal.