

RULES AND REGULATIONS  
OF  
RADIO ISLAND YACHT & BOATING CLUB, INC.

INTRODUCTION

The Radio Island Yacht & Boating Club (RIYBC) is located upon navigable waters. In accordance with State regulations and permits, the marina facility is a "closed-head", "non live-aboard" marina.

As used herein the word "member" shall mean and refer to any member (slip owner) of Radio Island Yacht & Boating Club, Inc. ("Association"). Masculine pronouns are used and are intended to include feminine, neuter, singular, or plural instances as the context shall require.

The word "shall" expresses a condition where all members, tenants and guests are required to abide by the rule or regulation. The word "should" is used where it is the opinion of the Board that compliance of the rule or regulation is intended to promote a benefit or help enhance the enjoyment of the usage of the club, its members, assignees and guests.

All members, renters, and invited guests as well as any other persons who might lawfully be entitled to use the facilities of the Association in any manner, are subject to the Declaration of Covenants, Conditions and Restrictions ("Declaration"), the ByLaws, and the Rules and Regulations of the Board of Directors ("Board") of the Association.

Every member shall have access to the official Rules and Regulations. They shall be located and maintained as current on the RIYBC website, [www.riybc.com](http://www.riybc.com). The Board will maintain the website and will post notices, alerts, useful information on the website such as electricity and water shutdowns, the current budget and expenditures, meeting minutes, and Board contact information. It is the responsibility of members and renters to check the website for current information on the Association.

Each member shall ensure that the Association is notified at or before the time that such member concludes membership. Each new member shall ensure that the corporation is notified at or before the time that such member begins the use and enjoyment of the membership. Such notification shall include the full name of the user (voting member's name in the case of dual ownership), his

permanent address, email address, telephone number, and the name, official number or North Carolina registration of the boat authorized by the member to dock in his boat slip. Members or renters shall provide a current boat insurance policy to the Board and maintain a current copy of the insurance on file at all times.

Each member and renter is authorized under these regulations to call police to oust possible trespassers and to quell disorderly conduct by anyone.

Members or renters shall notify the Board President whenever they have to call the police, and provide the Board President with the facts of the incident in writing as soon as practicable. Members and renters are encouraged and expected to address and resolve rules violations or disagreements directly with each other before contacting the Board for resolution. The Board will consider taking action on disagreements or violations after receiving a written description of the disagreement or violation.

Members and renters shall be responsible to ensure their invited guests follow these Rules and Regulations while occupying, using, or visiting the Yacht Club facility. No member or renter may invite any guest to use or enjoy any of the property or facilities of the Association in his absence, except by virtue of an assignment or use of the membership made pursuant to the Declaration and the By-Laws.

#### 1. TRASH DISPOSAL:

No trash or empty boxes shall be left on the dockways. Newspapers, magazines, and other similar items should be placed in the solid waste container provided at the facility. Garbage and other perishable items shall be placed in a plastic bag secured at the top and placed in the solid waste container. Loose garbage shall not be deposited elsewhere in the facility.

If the trash cans at the entrance to each dock are full and the lid cannot be secured, place trash in the dumpster on the north side of the property. Do not pile bags of garbage on top of the trash cans. All contractors shall remove trash from the facility. No trash shall be placed on the ground outside of or adjacent to the dumpster. Unused bait shall not be placed in the trash cans.

No member, renter, or invited guest shall throw, discharge, pump, or deposit refuse, oil, spirits, flammable liquid, or polluting matter into the harbor. Such material shall not be deposited in trash cans or the dumpster within the Yacht

Club. The owner is responsible for proper disposal in accordance with the law at approved oil disposal facilities. Waste material including paper, drink cans, cigarette stubs, food, and other trash must not be thrown from boats, docks or any part of the facility. In particular, tossing food to birds or other animals is not permitted as it produces unsanitary conditions in the facility.

## 2. DOCKWAYS:

No high-heeled, spiked, or corrugated shoes shall be worn on any pier or dock within the premises. Cleaning fish is not allowed on the docks or piers except in designated fish cleaning stations. No cooking is allowed on docks or piers. Dock boxes must not contain any flammable or hazardous material and cannot impede passage of people or dock carts to any other part of the dock. Children under twelve (12) years of age are not permitted on docks without the immediate presence of a parent or other responsible adult. Parents and responsible adults shall not allow children to run and play on the dockways.

## 3. STORM PRECAUTIONS:

To prevent damage to the facility and boats from weather or storms, dock lines should be properly secured. All outside property of any member, assignee, or invited guest shall be battened down, secured, or placed inside boats which should be closed and locked when the member or assignee leaves the facility. Members and renters planning to be absent for a prolonged period should remove all furniture, plants, objects, and other moveable items from their boats. These items should also be removed from boats when storm weather is threatening.

When the National Weather Service issues a hurricane warning that includes Radio Island, the Board will shut down the electricity and water to ensure the safety of the premises. However, there shall be no specified time to remove your boat between hurricane warning issuance and the time electricity and power will be secured. The Board will endeavor to give notice of shut-down to members and assignees by posting the time of water and electric shut-down on the website. Since this may not always be possible, members and renters shall remove their boats immediately after the warning is issued. Repairs required due to damage caused by a boat remaining at the facility shall be the responsibility of the member of the associated slip whose boat caused the damage. Fines will be imposed on members for failure to remove a boat in accordance with the ByLaws.

## 4. PARKING:

The parking area is for the exclusive use of members, renters, and invited guests. Vehicles should be parked only in designated parking areas. Cars and

boats shall not be washed in the parking lots. No boat trailers may be parked or left overnight within the parking area without the express permission by the Board or the same will be towed at owner's expense. Vehicles and trailers shall only be permitted on the pavement areas. No vehicle or trailer should be driven across grass areas or gardens.

5. SECURITY:

The Association is not responsible for theft on the premises. All boats, dock boxes, and lift controllers should be kept locked at all times. Members or renters selling their membership or boat privately should accompany prospective buyers and selling agents. Any marina access problems associated with the automated gate should be reported to the Board.

6. INVITED GUESTS:

No guests are allowed the use of the Association facilities or property unless accompanied by a member or renter. Members shall ensure renters and/or guests abide by these Rules and Regulations. Members shall be responsible to the Association for any violation. Any gathering of more than 15 people on the premises requires advance permission from the Board. In no instance will invited guests interfere with members' and renters' ability to use the facilities.

7. NOISE:

Everyone shall respect the rights of other persons lawfully on the premises. Orderly and courteous behavior is expected of all members, assignees, invited guests, and their children at all times. All members, renters, and invited guests shall refrain from playing stereo, television, or musical instruments loudly after 10:00 p.m. and before 8:00 a.m.

8. FOOD AND BEVERAGES:

No cooking shall be allowed on any docks.

9. FISH CLEANING:

Fish cleaning of any kind will not be permitted on docks, boats tied to docks or parking areas except at a place or places designated by the Board of Directors through the addition of fish cleaning stations. No portion of the fish carcass or leftover bait shall be thrown in a trash receptacle or the dumpster.

10. STORAGE:

No member or renter shall store any trailer or other vehicle at the facility without the Board's consent in writing. Supplies, materials, accessories,

and gear should be stored in dock boxes or on boats. Storage must not impede the passageway to finger piers and on the main docks. No fuel or other combustibles are allowed to be stored in dock boxes.

11. BOAT REPAIRS:

No major repairs or complete overhauls shall be made on boats moored in the facility. Members and renters desiring to make major repairs should apply in writing to the Board for permission. The Board may immediately stop any repairs which the Board feels expose the Association docks or, property of others to damage or people to harm. Members shall be responsible for any fines, the cost of repairs or replacement of any property damaged by them, their families, their renters, or invited guests.

12. OPERATION OF ENGINES:

Engines may not be operated in gear while boats are secured to any dock.

13. WATER/POWER LINES AND CONNECTIONS:

Water or power lines may not be left unattended across main walks. Hard piping of water service lines to a slip is prohibited. Brackets to maintain the position of a flexible water hose at the outer edge of the dock is permitted. All connections to facility electrical receptacles shall be with marine grade cords only. All accessory cords shall be maintained by members and assignees for their slips in good, safe operating condition. Frayed cords shall promptly be replaced at the members' or assignees' expense. No accessory cord shall be draped into the water between the pedestal and the boat. Gang receptacles (such as a surge protector) shall be prohibited. All electrical cords should be of sufficient length to run from the pedestal to the interior of the vessel without connection to another electrical cord. Only marine grade electrical adapters with a weather protector shall be used if needed.

14. MOORING:

All boats shall be moored in a safe manner on cleats with adequate dock lines. Dock lines which are not adequate shall be replaced at the member's or assignee's expense if they do not respond to requests to make the change or do not make the change. No part of any boat shall extend over the main walkway. Boats moored in slips having lifts shall be moored with the bow toward the main pier (i.e., boats may not back into the slip).

15. SPEED LIMIT:

The speed limit in the waters between the docks and 100 feet out shall be dead slow or wakeless speed, whichever is slower.

16. ANIMALS:

Animals shall be leashed at all times when on premises except when confined to a boat. No animals shall be tied to any part of the dock, including finger piers, or dock boxes. The owner of an animal on the premises is responsible for cleaning up pet feces. The Board reserves the right to fine members or renters for failure to clean up after their pets or the pets of their invited guests.

17. DISORDERLY CONDUCT:

Disorderly conduct by a member, renter, or invited guest that might injure a person, cause damage to property, or disturb other members or renters shall not be tolerated.

18. SOLICITATION:

No unauthorized person shall solicit business or offer goods, wares, merchandise, or services for sale on the premises without the consent of the Board.

19. SIGNS:

No offensive signs, flags, or banners shall be permitted within the premises. All signs on moored boats or within the premises must be approved by the Board. No political flags, banners, or displays shall be permitted within the yacht club.

20. COMMERCIAL PURPOSES:

Use of boats moored on the premises for commercial purposes is prohibited unless approved by the Board. Attaching any advertising materials to a boat or displaying advertising on the premises is prohibited. "For sale/rent" signs for boats or slips are allowed within reason as determined by the Board.

21. ALTERATIONS:

No part of the docks, dock boxes, utility posts, or any other permanent attachment to the docks may be altered in any way.

22. BATHROOM FACILITIES:

It is important to keep the shower and bathroom facilities clean and sanitary for health reasons. Members, renters, and invited guests using bathroom facilities shall discard items such as empty containers, packages and other throw-away items in the trash receptacles provided. If the bathroom facilities are

unclean or disorderly, it should be reported by the member or renter to the Board. The shower shall be kept clean of debris, empty bottles, and used soap. The shower door should be latched upon leaving the shower to prevent storm damage to the door.

### 23. SAFETY AND COMPLIANCE WITH LAW:

All persons using the facilities shall do so lawfully and in such fashion as to maintain and preserve the facilities and the property in good condition. Each person shall be responsible for his/her own conduct and safety. Further, members and renters are responsible for the conduct and safety of their invited guests. All persons shall comply with all ordinances of Carteret County.

### 24. SLIP/VESSEL SIZE RESTRICTION:

No one shall dock or place in any slip any boat or vessel whose length exceeds 5% of the length of the slip or would impede safe movement within the premises.

### 25. MAINTENANCE:

Repair and maintenance of the dock structure and pilings, docks, finger piers and common areas as originally designed and constructed shall be the responsibility of the Association.

All boat lift repair and/or maintenance shall be the sole responsibility of the member unless the loss is covered by the insurance of the Association. This includes only the boat lifts located on A-Dock. All repair and/or maintenance associated with any other boat lift and associated structure is the sole responsibility of the member-owner of that slip.

Repair and maintenance of finger piers and finger pier extensions located on B and C Docks identified below shall be the responsibility of the joint member-owners of those finger piers and finger pier extensions unless the loss is covered by the insurance of the Association. Joint member repair and replacement responsibilities include finger pier damage from the main dock side of the center piling to the outside piling, damaged outside pilings, rollers and U-brackets. Finger piers include the following jointly owned piers: 67/68, 69/70, 71/72, 73/74, 75/76, 77/78. Finger pier extensions include the following: 62/63, 66/67, 70/71, and 72/73.

Repair of the main dock or finger piers located on B and C Docks may not be possible due to the installation of finger pier extensions and member-owned

boat lifts. The cost associated with removal and replacement of any pilings or boatlift/s necessary to accomplish repairs to club responsible structures is the sole responsibility of the joint member-owners of either or both affected slips.

#### 26. DOCK EQUIPMENT:

In order to maintain safety of the docks, any and all dock equipment, (i.e. lifts, dock boxes, etc.), requires approval by the Board. No dock boxes, equipment, or personal items shall impede free movement of Yacht Club carts or block members' access to their slip/boat/finger pier. For weight considerations, only one dock box may be installed by any owner unless approved by the Board. Dock boxes with missing lids shall be immediately removed by the member or renter.

#### 27. CONCLUSION:

Violations of or disagreements arising under these Rules and Regulations should be referred to the Board in writing (email or letter) for appropriate action or resolution. Final decisions will be made by the Board. The Board shall review these Rules and Regulations periodically and appropriate changes or additions may be made. Questions or suggestions should be made in writing to the Board. Finally, the ByLaws provide for fines against any member or assignee violating these Rules and Regulations or their invited guests violating these Rules and Regulations and give the Board the power to suspend the rights of any member or assignee for non-compliance.