

**RULES AND REGULATIONS
OF THE BOARD OF DIRECTORS
OF INLET WATCH YACHT CLUB, INC**

The rules and regulations contained herein were adopted by the Board of Directors for the safe and enjoyable operation of Inlet Watch Yacht Club, Inc. (the "Yacht Club"). The rules will be enforced by the General Manager and the Board of Directors. Nothing contained in the rules will prevent the General Manager from exercising reasonable control of the situations not envisioned by these rules. Decisions by the General Manager may be appealed to the Board of Directors, whose decision shall be final. Pending appeal, the General Manager's decisions shall be binding. The Yacht Club's Board of Directors retains sole discretion and authority with respect to all decisions concerning rule enforcement or granting any exceptions to any rules. These rules and regulations shall not be construed to provide for a private right of action for a member or any other party seeking enforcement of these rules.

The word "member" shall mean any member of the Inlet Watch Yacht Club, Inc. (i.e., the "Yacht Club") or any assignee or lessee of any member.

All members and their guests, as well as any other persons who might lawfully be entitled to use the facilities of the Yacht Club in any manner, are subject to the Bylaws and Rules and Regulations of the Board of Directors of the Yacht Club, as stated in the Declaration. Memberships are used at the sole risk of the owner, and the Yacht Club shall not be liable for any loss or damage of any kind or nature to the vessel, contents, gear, and/or equipment of any member (As illustrations and not a limitation, the Yacht Club is not responsible for damages to any vessel or any other members' property stemming from acts of third parties, weather, or "acts of God" (i.e., hurricanes, floods, earthquakes, etc.)). Each member shall indemnify and hold harmless the Yacht Club, its officers, directors, employees and agents, for all losses caused by their use of the Yacht Club's facilities.

Every member shall be given a copy of these Rules and Regulations. Each member shall notify the General Manager at or before the time that such member begins the use of the membership. The notification shall include the full name of the member, his permanent address, telephone number, and the name, official number or state registration of the boat authorized by the member to use his/her boat slip. Additionally, an appropriate liability insurance certificate, as detailed in these rules, identifying the name of the vessel owner and the vessel itself must be provided to the Yacht Club office, along with any signed Guidelines and Regulations as appropriate, prior to the vessel's dockage or storage in any Yacht Club slip.

The Yacht Club may impose fines up to FIFTY DOLLARS (\$50.00) per violation per day against any member violating these Rules.

1. Members are responsible for their guests at all times while using the Yacht Club's facilities and are responsible for the consequences of any rule violation of their guests, including any fines or other penalties imposed by the Yacht Club as a result of a member's guest's conduct.

2. Guests, in reasonable numbers, generally not to exceed 4, may use the Yacht Club facilities with the permission of the member. However, the member must be present when a guest is using the pool/pool area or clubhouse. Notwithstanding the foregoing, the Yacht Club reserves the right to restrict a member from authorizing guest access to the member's vessel and /or the Yacht Club facilities if the member's guest permission privilege is abused. By way of example and not limitation, guest privileges may be abused when: a) guests are present in unreasonable numbers or at unreasonable times; b) guests cause a nuisance to the Yacht Club; c) guests violate Yacht Club rules and regulations; and d) other circumstances which may justify limits on such permissive guest access to the Yacht Club facilities **in the Yacht Club's sole discretion.**
3. No commercial operation, including but not limited to, commercial or charter fishing or diving may be conducted on or from the premises and docks of the Yacht Club. No advertising or soliciting is permitted. No member may use the Yacht Club as a mailing address for either business or personal use.
4. Approval from the General Manager shall be obtained before any "FOR SALE" or "FOR RENT" signs are posted. Signs may be attached to the boat only and not to any Yacht Club property. Signs may be no larger than 12" by 12" and must contain the following wording: "Do not board without owner or agent." No more than one sign per boat is permitted.
5. Members shall use the containers provided for the disposal of refuse. No fuel, oil, filters or batteries shall be placed in the containers. Garbage and other perishable items shall be placed in a plastic bag secured at the top and placed in the containers. Loose garbage shall not be deposited anywhere. No trash of any kind shall be left on the walkways or docks. No refuse, sewage, garbage, dead bait, or other solid waste or any substance prohibited by the applicable State and Federal regulations shall be discharged or allowed to enter the boat basins.
6. Swimming or diving from any part of the dock facilities is prohibited. Fishing and crabbing shall not interfere with the operation of boats in the basins and is limited to the member's slip. Fishing from the fish cleaning station is prohibited.
7. Nothing, except approved dock boxes and steps, is permitted to be installed on the walkways or docks. Hoses and electrical shore cords shall be neatly stowed so as not to be a hazard. Electrical shore cords must be of an approved marine type. No supplies, materials, accessories, live bait boxes, dinghies or debris shall be left on the walkways or docks.
8. No boat or engine repairs, pressure washing or painting is allowed on the docks, walkways, bulkheads, or other common areas.
9. Work racks are available on a first-come, first-serve basis while the member is present with his/her vessel and are used at the sole risk of the member. Pressure washing, painting, sand blasting and heavy repairs/work are prohibited in this area. Please see the General Manager for a list of authorized activities, as well as vessel compliance.

10. Laundry shall not be hung on boats, docks or other parts of the facilities of the Yacht Club.
11. No construction, renovation or repair of any part of the docks or other facilities of the Yacht Club shall be done without the specific prior written approval of the Board of Directors. If approved by the Board, all construction, renovations or repairs must also be permitted by the appropriate regulatory agencies.
12. The cleaning of fish shall only be done at the fish cleaning stations.
13. All pets shall be on a leash and properly cleaned up after.
14. The Yacht Club reserves the right to limit the number of parking spaces available to any one member. The parking spaces cannot be used for the storage of recreational vehicles, boat trailers, or other vehicles. Only members and their guests who are presently using the facilities or their dock/stored vessel are permitted to use yacht club parking areas.
15. Loud, unusual or raucous noise, particularly in the operation of engines, generators, radios, TV sets or sound systems is not permitted.
16. Charcoal grills or other open fires are not permitted on the walkways or docks.
17. Running, jogging and/or riding bicycles is not permitted on the decks, docks or walkways of the Yacht Club. Bicycles must only be stored or parked in appropriately designated areas. In addition, all members and their guests must wear appropriate footwear while visiting the facility.
18. Each member, not the Yacht Club, is responsible for the checking, maintaining, pumping out, adjusting mooring lines or otherwise protecting his or her boat.
19. Boats shall not be moved from berth to berth in dry storage or slip to slip in the water without prior approval of the General Manager. The Yacht Club may move any boat from place to place in the facility in the event of an emergency or reasonable cause.
20. No vehicles are allowed inside the dry storage or forklift operation areas. No persons, except Yacht Club employees and Directors, are allowed in the dry storage areas.
21. While any member's boat is located within the facilities of Inlet Watch Yacht Club, no work may be done on such boat by anyone other than the member or an adequately insured third party approved by the General Manager or Board of Directors (the "Third Party Contractor"). Furthermore, no services shall be rendered with respect to any member's wet or dry slip by anyone other than the member or an adequately insured Third Party Contractor as defined above. If a member wishes for a Third Party Contractor to work on their boat while said boat is within the facilities of the Yacht Club or render services with respect to any member's wet or dry slip, the members must inform their Third Party Contractor to report to the General Manager and present a certificate of insurance prior to any work being done or services rendered. All Third Party Contractors must have a General Liability, Workers Compensation and Errors and

Omissions insurance coverage with limits of liability of no less than \$1 million to perform work at within or with respect to the facilities the Yacht Club. Notwithstanding the forgoing, the General Manager and the Board of Directors retain complete discretion to withhold approval of any proposed Third Party Contractor. Such approval will not be unreasonably withheld.

22. Firearms will not be displayed onsite at the Yacht Club.
23. All boats must be covered by protection and indemnity (i.e., liability) insurance coverage, which includes coverage for pollution liabilities with limits of liability of no less than \$250,000.00. By virtue of docking or storing one's boat at the facilities of the Yacht Club, the member or boat owner warrants that such boat is seaworthy, does not create a nuisance and conforms with the Yacht Club's Slip Size Criteria, which are on file in the office of the General Manager. It is the member or boat owner's sole responsibility to assure that his / her / its boat conforms to the Yacht Club's Slip Size Criteria; however, all vessels must be approved by the General Manager prior to its occupancy in the assigned dry slip or wet slip in order to ensure it physically and practically fits.
24. Due to safety requirements, once a bolt of lightning is witnessed or thunder is heard, the Yacht Club forklifts will not be operated until 30 minutes have passed without a repeat occurrence of lightning/thunder.
25. Drunk and disorderly, as well as verbally aggressive or threatening conduct will not be tolerated.
26. A live-aboard will mean staying overnight on an in-water, docked boat located at IWYC. Such live-aboard use cannot exceed seven (7) consecutive days in any 90-day period or fourteen (14) nonconsecutive days in any 90-day period. All guests must be accompanied by the member during overnight stays at IWYC.
27. The use of the swimming pool, tennis court, bath house, clubhouse and picnic area is subject to such additional rules and regulations as may be posted by the Board of Directors. Tennis Court use is limited to one hour if others are waiting. Use of the pool is at one's own risk. Children under 14 are not allowed in the pool without a supervising adult or chaperon present. The picnic area shall be cleaned up after use. The swimming pool and picnic area may not be leased, reserved or used for any private parties resulting in more than four (4) guests. This area is an amenity of the entire membership and will be made available during the hours of operation for such use and enjoyment.
28. The Yacht Club's vessel fueling policy is as follows: Fueling vessels from all private and commercial fueling vehicles is strictly prohibited. The use of approved, individual fuel containers (5 gallon containers) is permitted for adding fuel to a member's vessel only when the vessel owner's boat liability policy allows and covers such use. The vessel owner's liability insurance policy must also cover any and all fuel spills on the grounds or the basin(s) of Inlet Watch Yacht Club. Under no circumstances may individual fueling containers be placed or stored on the grounds of Inlet Watch Yacht Club. Fuel containers shall not be stored on vessels

in either wet slips or dry storage slips but may be stored in a member's personal vehicle while parked on the Yacht Club's facilities. Vessel owner also takes full responsibility for any damage, fine, or action stemming from such fuel spill(s) and also agrees to hold harmless and protect Inlet Watch Yacht Club from the same. For the purposes of this rule, purpose-built marine fuel tanks designed to supply fuel to a vessel's engine, including removable fuel tanks of the type typically found on "Jon Boats" or similar small vessels, shall not constitute "fuel containers" which may not be stored on vessels in wet slips or dry storage slips. Purpose built fuel containers designed to remain onboard vessels may be stored on vessels in wet slips or dry storage racks whether or not the purpose-built fuel tank is connected to a vessel's fuel lines. For the avoidance of doubt, nothing within this rule is intended to prevent the presence of a "spare tank" onboard a vessel while in a dry storage slip or a wet slip.

29. As written in the Declaration of Covenants, Conditions and Restrictions of the Yacht Club, any member who leases or assigns their interest in the common areas and facilities (i.e., boat slip) also conveys their rights, benefits, duties and responsibilities of their membership to that lessee or assignee. A copy of such lease or assignment shall be given to the Yacht Club's General Manager.
30. Any member who privately leases his/her slip must complete with the slip occupant/tenant the Owner-Leased Slip Guidelines and Regulations; a signed copy of which must be delivered to the Yacht Club's office. By leasing to a Third Party, Owner agrees that it shall be responsible, hold harmless, defend and indemnify the Yacht Club, its officers, directors, employees and agents from any claim by any person or entity for damage or injury to person or property arising from the acts or omissions of its Third Party tenant or such Third Party's guests or invitees on or aboard Yacht Club property or the navigable waters adjacent thereto.
31. The Yacht Club reserves the right to charge a \$35.00 fee, separate from any related bank charge, for a slip rental or membership dues payment that is declined due to insufficient funds or insufficient credit.
32. Common area docks, including the front basin "t-heads", the fish cleaning station dock and those docks located adjacent to the travel lift area may only be used with the approval of Yacht Club management.

RULES FOR DRY STORAGE AND WORK RACKS

33. Forklift service is provided in accordance with posted hours and regulations, except on Thanksgiving, Christmas and New Year's holidays. The Yacht Club can load or unload a boat from a trailer with prior approval and at a rate of \$5/foot.
34. The launch docks are primarily for launching and retrieving boats. Hoses are provided so an owner may rinse his/her boat after use, but extensive cleaning should be done during weekdays or on a work rack.
35. Forklift drivers and dock hands are instructed to continually keep boat traffic flowing so that they may launch and retrieve in a timely manner. When a boat is left unattended, it will be put away. Do not leave tops or antennas up or any other "signal" to the driver not to put the boat away. Many boats are put away with antennas or tops up normally and the drivers cannot be expected to remember which are which. Broken antennas or tops resulting from the owner's failure to lower them are not the responsibility of the Yacht Club.
36. Every effort is made to put all boats away each night, but boats brought in at the last minute (after employees are closing for the night) will be left at the dock overnight.
37. The launch/retrieval docks are cleared during the start of business each morning. If you requested to have your boat put in at night for early morning use and it's still tied to the dock when normal business operations begin, it may be put away.
38. Generally, boats are not put in until the owner arrives. The exception is that boats will be put in for late night or early morning use if the General Manager/office is notified prior to 4:00 p.m. on a normal operating business day and as space permits.
39. The Yacht Club is not responsible for underwater fittings such as transducers, trim tabs, speedometer pilot tubes, etc. Forklift drivers cannot see these devices when they are picking up a boat and some are left down by owners, installed incorrectly or in a location where it is likely they will be damaged.
40. Engines are to be trimmed completely down when in dry storage. Please make certain that your boat is completely prepared to enter dry storage before you leave. The Yacht Club will not be responsible for damage done to any engine or lower unit component due to it being trimmed up in dry storage.
41. Boat plugs are removed from boats before they are put away to prevent rain water accumulation. If rusty or oily water/fluid drains from a boat and damages the boat under it, the Yacht Club will not be responsible. If the Yacht Club learns of such a discharge, the General Manager will provide the name and phone number of the owner of the boat believed to be responsible for such the discharge to the owner of the damaged boat. If the Yacht Club provides this information to the lower boat owner, it shall not be deemed an adjudication of responsibility for the discharge, and the Yacht Club will take no further

role in any dispute between boat owners concerning such discharge. If an owner wants the plug left in, if approved by the Yacht Club, he/she must complete a release form in the General Manager's office.

42. Damage to a boat must be reported in writing immediately. Forms are available for this purpose in the General Manager's office.
43. All work in the work rack areas that produce solid waste including, but not limited to, particulate, underwater growth, oil and other hazardous fluids/substances (typically generated from bottom scrapping, hull/vessel cleaning, sanding, engine/vessel maintenance, etc.) must incorporate the use of a containment system (e.g., tarp, containment-purposed device, etc.) to capture all such solid waste that might otherwise contaminate the grounds of the Yacht Club. The disposal of the solid waste must take place away from the Yacht Club in an appropriate manner. Please see the General Manager's office for a list of Best Management Practices concerning work rack use.
44. The Yacht Club reserves the right to determine the suitability of a vessel for dry storage.

RULES FOR THE HURRICANE/SEVERE CONDITIONS OPERATIONAL GUIDELINES

45. During a period designated by Yacht Club management as a "Severe Conditions Notice Period," all owners of vessels docked in the Yacht Club front basin must remove all vessels from their assigned wet slip until such time as the risk has abated in the sole discretion of the Yacht Club.. Such vessels may relocate to dry storage during this time, based on availability of space and resources in the sole discretion of the Yacht Club. Such vessels which must be removed from the Yacht Club front basin as set above but cannot be transported by forklift must make their own arrangements with to be removed from the Yacht Club front basin for such transport and relocation, or they may leave the marina by water and be pulled out to a location of their choosing, at their cost.
46. The Yacht Club does not warrant the safety of any vessel left in the water during a hurricane watch or warning, or at any other time, and any acts taken by the Yacht Club during such times are provided free of any warranties whatsoever. Any vessel owner in the Yacht Club front basin that requests the assistance of the Yacht Club and/or their assigns to relocate the said vessel to dry storage must first have on file at the Yacht Club a signed waiver agreement holding harmless the Yacht Club and their agents and assigns during the process of the vessel's relocation. This agreement, including the costs for such services, is available in the Yacht Club office.
47. Any vessel owner intending to occupy a wet slip in the side basin not owned by or under an active, written lease with his/her/its vessel while these guidelines are in effect, must first provide the Yacht Club with written authorization from the owner of said slip, and if said slip is at such time leased to another, the written authorization from such lessee. The risk to such vessel shall lie solely with the owner of said vessel. Both the vessel owner and the slip owner shall sign a statement reciting that they agree to, "hold harmless," defend and indemnify Inlet Watch Yacht Club, Inc., its officers, directors, agents and employees, and the owner of any vessels, docks or other property damaged by the subject Vessel, against any damage caused by the vessel while the same is in, or arising from such vessel's

presence in the Yacht Club wet slip. This written authorization must also be accompanied by a current insurance certificate covering the occupying vessel showing a limit of liability on, all liability lines included, of no less than \$250,000 per event.

CLUBHOUSE RULES

1. The clubhouse is open to members and guests during regular business hours unless otherwise leased. Groups of no larger than 12 individuals may use the clubhouse during the hours of operation without the need of a paid lease. Any event after the hours of operation can only be reserved with a completed and paid lease. Any event occurring during the hours of operation without a lease must share and make open the clubhouse to the general membership. Any member using the clubhouse is responsible for their own cleanup.
2. No child under 14 years of age may use the clubhouse unless accompanied by the adult member.
3. Guests must be accompanied by the member. Members are responsible for the behavior and actions of their guests.
4. No pets are allowed in the clubhouse. Certified service animals are the only exception.
5. Smoking is prohibited in the clubhouse.
6. All activities are to terminate by no later than 12:00 a.m. The responsible member shall ensure that the main entrance to the clubhouse is locked at the end of their event and that the side fire exit is completely closed and latched.
7. Parties for minors may only be held in the clubhouse with sufficient adult member chaperons. Underage drinking is strictly prohibited. Violations of this rule may result in the revocation of clubhouse privileges.

Slip Size Criteria

Not every vessel is suitable for every slip in Inlet Watch Yacht Club. Some vessels are actually longer than their stated length, which creates an array of problems and hazards. The Board of Directors of Inlet Watch Yacht Club, Inc. has established the following criteria for the practical use and safety of the Club and its members, in its sole discretion. It establishes what kind and size of vessels may be put into any slip in the marina.

<u>Stated Wet Slip Length</u>	<u>Maximum Vessel Length</u>	<u>Approved Dock Length</u>
25'	28'	25'
35'	38'	30'
45'	48'	35'

<u>Stated Dry Slip Length</u>	<u>Maximum Vessel Length</u>
20'	20' 11"
22'	22' 11"
25'	25' 11"
30'	30' 11"
32'	32' 11"

Additional guidelines

1. Dry storage jet ski/personal watercraft shall be stored in the Jet Ski Rack and will incorporate the use of the float-on cradles. They will not be hauled or otherwise stored in dry stacks.

2. Prior to the presence of any vessel in an Owner's assigned wet or dry slip, such Owner must verify through the General Manager of Inlet Watch Yacht Club that the vessel will physically and practically fit in the Owner's slip.

3. Dry Slips also shall allow an additional 24" beyond the "Maximum Vessel Length" for the length of a typical outboard/outdrive engine while trimmed in the down position. *By way of example, a 25' dry slip can accommodate a boat whose Maximum Vessel Length is no greater than 25' 11."* Maximum Vessel Length is measured from the farthest point protruding beyond the bow of the boat (including but not limited to anchors, pulpits, rails, etc.) and extending to the aftermost point of the boat's transom, transom extension, outboard bracket or swim platform, where applicable. The 24" allotted for the boat's outboard/outdrive engine will be in addition to the 25' 11".

4. Only one (1) vessel per permanent wet slip and dry slip is permitted. If a Floating Dock Platform ("FDP") is used (described below), then when the FDP is in a slip with no vessel

atop her, the FDP is considered a vessel for purposes of this rule only. When a vessel is atop the FDP in the slip, the FDP and vessel together are considered one vessel for purposes of this section only. FDPs must be separately insured with the same coverage as for any other vessel in IWYC, and are subject to the same rules for vessels with regard to liens, storage, unpaid dues, seizure, hurricane plans, and permitting and must remain seaworthy at all times. "Seaworthy" in the context of FDP's shall mean their state of condition as regards to suitability for their intended purpose, buoyancy, integrity, and lack of defects which may affect performance or increase the risk of sinking, becoming a hazard to other vessels, and/or docks or other property of the Club.

5. "Floating Dock Platform" includes mobile devices to be placed into boat slips by which vessels can be held out of the water, either by resting upon another surface or suspended above the water using hoists, lifts, cables or otherwise. No Floating Dock Platform may be placed into any slip in Inlet Watch Yacht Club unless the same are both (a) permitted by CAMA for use in the subject slip and (b) approved by the Board of Directors of Inlet Watch Yacht Club.