

Waterfronte Villas Owners Association, Inc.
Rules & Regulations
Revised March
2024

Waterfronte Villas and Yacht Club is a coastal resort lifestyle community dedicated to primary and secondary home residents, as well as, a yacht club for boating enthusiasts. Being located at the junction of Myrtle Grove Sound and the Intracoastal Waterway makes it an ideal location for all types of water related activities. It also means that we are subject to severe weather conditions. The Homeowners Association has established certain rules and regulations to ensure the long-term maintenance and proper use of the entire property. We ask for the cooperation of everyone to abide by these common sense rules and regulations so that all of our villa owners, boat slip owners, lessees and guests have the ability to maximize their enjoyment of this beautiful community.

DEFINITIONS:

Association: Waterfronte Villas Owners Association including the Board of Directors.

Board: Waterfronte Villas and Yacht Club Board of Directors

Members: People who own a Villa, Boat Slip or both.

Pool Area: The entire area inside the locked fence that is adjacent to the community clubhouse. **Clubhouse:** Includes the main entertaining area, kitchen, restrooms, laundry room, bulletin board, postal boxes and storage areas.

Residential Apartment: Rental unit above clubhouse

Common Elements (Areas): Any portion of the property other than the 3 villa buildings. This includes the entry way, property fence, clubhouse, pool area, parking lot, all landscaping areas, all storage buildings, dumpster & recycling area, retention pond, walkways, boardwalk, bulkhead, sea wall and the marina.

Lessee: Anyone renting a Villa, Boat Slip or both.

Children: Anyone under the age of 14.

WVYC: Waterfronte Villas and Yacht Club

CAMA: Coastal Area Management Association

USCG: United States Coast Guard

COMMUNITY

1. The clubhouse and pool shall be accessed via a digital key fob. Each Villa owner will be issued 2 digital key fobs and each Boat Slip owner will be issued 2 digital key fobs. The lessee must obtain a digital key fob(s) from the member from which they are renting a villa or boat slip. After leasing a villa or boat slip, the owner forfeits their right to use any of the common areas.
2. The clubhouse interior, pool area, front entry and parking lot are under 24 hour video surveillance for security and liability purposes.
3. Association management reserves the right to immediately eject, terminate use or restrict use of the clubhouse and/or pool area to a member or guest for any violation of the Waterfronte Villas Owners Association Rules and Regulations.
4. All rules and regulations apply to the occupants and guests of the residential apartment.
5. All persons using the clubhouse, pool area, bathroom, laundry room, marina or any exterior common area does so at their own risk. The Association, its members and any management entities are not responsible for any accident or injury that may occur on the property.
6. All members, lessees and guests must comply with all applicable provisions of the Act, the Declaration and By-Laws, the Articles of Incorporation of the Association, the Rules and Regulations promulgated by the Board of Directors or the Association, plus any and all amendments to said documents. Failure to comply with these documents and rules shall be grounds for corrective action by the Association.

Corrective action could include membership suspension, recovery of damage, injunction, property lien, monetary fine and/or other relief.

7. All members will ensure that their guests and lessees abide by these Rules & Regulations and that the members will be responsible for any violations.
8. Members and their lessees are responsible for any damage while using any portion of the community.
9. Each member/lessee accessing the clubhouse or pool shall be fully responsible for any damages or theft by said member/lessee, their guests or anyone that is using that members' digital access key fob. Members must notify the Association immediately upon the loss or theft of their key fob. If any damage or theft occurs after the members' notification to the Association, then said member/lessee would not be held liable.
10. A member/lessee must accompany all guests using any portion of the common areas. Members shall limit their guests to a maximum number of 10 people at any one time. Any guest group larger than 10 must have written approval from the Board.
11. Children must be accompanied and supervised by an adult in the clubhouse, pool area and marina.
12. No Fireworks.
13. No Sky Lanterns of any type, size, etc.
14. No Fire pits of any type.
15. No smoking in the clubhouse, pool area, restrooms or laundry room.
16. No littering. This includes dropping cigarette butts on land or into the yacht basin.
17. No Pets or animals are permitted in the pool area or in the clubhouse.
18. Leash laws apply to the entire property. All pets must be on a leash and under the control of the pet owner at all times while on any portion of the common elements.
19. Any food and/or personal belongings left in any common area for more than 24 hours will be thrown away or donated. This includes the clubhouse kitchen area.
20. All owners, lessees and guests are to be mindful of the close proximity of all neighbors. The noise from social gatherings, musical instruments, stereo systems, music devices, televisions, parties, etc. shall be kept to a minimum so as not to disturb or annoy other owners, lessees and guests of the community. Quiet hours of 10:00pm to 9:00am are to be observed.
21. WVYC is a private community for members, lessees, their families and guests only.
22. It is the responsibility of all owners, lessees and guests to report, in writing, any and all infractions of the Rules and Regulations to the Board or Management Company or Dock Master.
23. Please call the Police about any possible trespassers, suspicious behavior and/or disorderly conduct.

VILLAS

1. Each villa shall be occupied as a single family dwelling by an owner or a lessee and members of their respective families. All lessees must sign a legal rental agreement.
2. Villa owners, family members, lessees and/or guests are not allowed to change the outside appearance of any villa or of any common area.
3. Satellite and/or antenna installation is not allowed on the exterior of any building.
4. The only items allowed to be attached to or placed upon the balcony railings are Christmas decorations and the United States flag. Hanging or attaching anything to the windowsills is not allowed.
5. No fires or heating devices of any kind are permitted on the patios or balconies.
6. Use of outdoor grills/cooking devices is permitted on the 1st floor patios or personal driveways only.
7. The hanging or storage of clothing, towels, surfboards, kayaks, pool toys, boat equipment, beach equipment or similar equipment is not permitted on patios, balconies or common areas. All such items must be stored inside the residents' villa or garage.
8. Hot tubs, soaking tubs, whirlpools or similar type equipment are not allowed on the patios or balconies.
9. Maintenance, repairs or changes to the exterior of all buildings and common areas is the responsibility of

- the Association. Owners or lessees are not allowed to authorize any work by anyone to these areas.
10. Volatile liquids of any type including but not limited to paint thinners, paint removers, brush cleaners, paints, lacquers, propane or gasoline, etc. must be stored appropriately within ones villa.
 11. Villa owners and/or lessees, who are absent from their villa for an extended period of time, must prepare that villa prior to departure for severe weather. This means removing everything from the villa patios, balconies and entrances that is not attached permanently and securely. Villa owners and/or lessees planning such an absence must designate a responsible firm or individual to care for said residence and take all necessary precautions to prevent damage from severe weather. The villas designated firm or individual shall also be responsible for the repairs of any damage that may occur. The name and contact information of such firm or individual must be furnished in writing to the Association or the Associations authorized representative.
 12. In the event of an emergency originating in or threatening any villa, the Association or its authorized representative shall have the right to enter the villa to remedy said emergency. This right-of-entry and remediation for an emergency or dangerous condition/situation shall be immediate and may happen whether or not the villa owner or lessee is present. In order to facilitate such an entry, each villa owner is requested to deposit all proper villa keys with the Association or the Associations authorized representative. If the proper keys are not deposited to the Association, then the villa owner will be liable for any and all damages to the villa, another villa and/or the common areas in gaining entry to said villa. Entry to a villa shall also be allowed when reasonably necessary for the purpose of restoring, repairing, maintaining, replacing the villa or performing the duties and obligations under the Act, the Declaration or the Bylaws. Requesting such an entry to a villa or limited common area should be made in advance and with a convenient time to the villa owner or lessee.
 13. All villa owners have the right to lease their villa. The minimum allowable rental period for any villa, whether for transient living, house swapping or hotel purposes, is 30 days. Each permitted lease must be for the entire villa, must be in writing and will be subject to the Declarations, By-Laws and the Rules and Regulations. Any failure of the lessee to comply with the terms of said documents shall be a violation and will be subject to monetary fines and/or other corrective action as determined by the Board. A sublease is not allowed unless the Board grants consent in writing. Villa owners are required to submit a copy of any lease to the Board within 3 days of execution of the lease. The leasing of a villa does not, in any way, release the villa owner from any liabilities or duties.
 14. If a villa owner leases their villa, then the right to use the clubhouse and related common area amenities shall be transferred to the lessee for the time period of the lease. The lessor (villa owner) will not be allowed to use the clubhouse, pool, trash dumpster, recycling containers and all other related common area amenities for the duration of the lease.
 15. Real Estate "For Sale" or "For Rent" signs are not permitted on any property adjacent to the villa or in any windows. A freestanding property information holder, for 8.5"x11" sale brochures, is permitted in the entry area adjacent to the villa. This information holder shall not exceed the dimensions of 14" tall, 10" wide and 1.5" deep.
 16. Villa owners must maintain their villa in good and clean condition at all times. Any repair or replacement of any interior portion of a villa is the financial responsibility of the villa owner. Each villa owner must perform their repairs and replacements in such a manner that does not unreasonably disturb other neighbors. All villa owners or lessees should promptly notify the Association or the Management Company of any defects, repair issues or problems related to their villa that are the responsibility of the Association. Should it be determined that the extent of such an expense will not be covered by the Association's insurance carrier, then the villa owner shall incur all expenses to repair and replace any portion of another villa that was damaged or destroyed due to the villa owners or lessees acts and/or omissions. All payments must be made upon demand to the villa owner of the damaged villa. Nothing herein contained shall modify any waiver by insurance companies of rights or subrogation.
 17. Each villa owner is responsible for obtaining their own insurance in the amounts necessary to

protect their property and their interests.

18. If a front entry door or storm door is replaced, then it must be a heavy-duty door of the same kind and approved by the Association. Replacement windows, sliding glass doors and/or window/door screens must be the same size and color of the originals and approved by the Association.
19. Bicycles, scooters, skateboards and similar items must be stored inside the resident's villa or garage.
20. Dogs, cats and other household pets are allowed. Pets should not disturb other residents. No pets are allowed for commercial purposes. No livestock, poultry or other type animals are allowed. Leash laws apply to the entire WVYC property. All pets must be on a leash and under the control of the pet owner at all times while on any portion of the WVYC common elements.

POOL AREA

1. Hours are 9 a.m. to 10 p.m.
2. No one under the age of 18 is allowed between 8 p.m. and 10 p.m. This period is for adults only.
3. Use is limited to Villa owners, Boat Slip owners, Lessees and their respective guests.
4. All persons using the pool do so at their own risk. No Lifeguard is provided. The members, the Association and/or any Management entity will not be held responsible for any accidents or injuries.
5. Infants and Toddlers must wear swim diapers. An accidental discharge could cause the pool to be shut down for as much as 24 hours.
6. All persons must shower before swimming.
7. Any person having a skin disease, open blister, cut or skin abrasion, sore or inflamed eyes, colds, nasal or ear discharges, diarrhea, rash, nose bleed, communicable disease or any type of bodily issue that could contaminate the water are excluded from using the pool.
8. No glass containers.
9. Intoxicated persons will not be permitted.
10. No scuba equipment.
11. Rafts or any flotation device are not allowed on holidays and weekends. Weekends are defined as noon on Friday through 6 p.m. on Sunday. Flotation devices necessary for infants and children are permitted and encouraged.
12. No water guns or water balloons.
13. No running, diving, cannon balling, excessive splashing or loud, boisterous activity. Any of these activities shall be cause for eviction from the pool area.
14. Only the north portion of the pool deck area may be reserved for private use subject to the guidelines in the clubhouse reservation form. This shall also be subject to the Board granting written permission. Reserving the north portion of the pool deck for a clubhouse party does not include use of the actual swimming pool.
15. Parking is not permitted in any space that fronts a villa garage and would preclude garage entrance.
16. Pool furnishings including tables, chairs and umbrellas are for general use and should remain in their approximate position. Close all umbrellas upon leaving the pool area.
17. No reserving of pool furniture for later use.
18. No personal furniture, tents, canopies, umbrellas, etc. A personal outdoor chair is okay if all pool furniture is occupied.
19. Access to the bathrooms shall be through the side exterior doors of the clubhouse only.

CLUBHOUSE

1. The clubhouse is for the exclusive use of the members, lessees and accompanied guests only. Members may sponsor non-member individuals or organizations in the use of the clubhouse by following the

provisions outlined in the Clubhouse Reservation form and Liability Waiver form.

2. Only members/lessees are allowed to use the washer and dryer units located within the clubhouse laundry room. These units are available on a first come, first serve basis. No one shall leave his/her laundry in the machines after the cycles have finished. No tints or dyes are allowed in the washing machine. Please clean off the machines, remove any lint from the dryer and turn off the lights upon leaving.
3. The clubhouse kitchen is not equipped for cooking and/or preparing food for any event. The kitchen is to be used for serving and clean up. If the event requires food, then the food must be brought to the event already prepared by the event guests or by a catering company. No cooking will be allowed in the parking lot unless the Board grants written permission. A barbeque grill is available for use on the pool deck. Said grill is not to be removed from the pool area.
4. The clubhouse shall be accessible to all members or lessees unless previously reserved through established procedures. Any event reservation must be posted on the front door of the clubhouse at least 12 hours in advance of the reserved event. Advance reservations shall take precedence over general use.
5. Anyone reserving the clubhouse for a private function will be required to pay a non-refundable fee to the Association. The fee helps to cover the cost of clubhouse maintenance. The fee varies based on the type and size of the event and the fee is specified in the Clubhouse Reservation form.
6. Hours are 7:30 a.m. to 9 p.m. on weekdays and 7:30 a.m. to 10 p.m. on weekends. Hours may change for a private event approved by the Association.
7. The clubhouse is for social gatherings only. It is not to be used as a personal living space for any member, lessee or guest.
8. No one is allowed to use the clubhouse for any work or business related activities of any type unless the Board grants written permission.
9. No one is allowed to use the clubhouse for any personal or business related storage, whether temporary or permanent, including but not limited to tools, boat parts, equipment, food, furniture or similar items. Construction projects or similar activities are not allowed.
10. Each member, lessee and their guests must clean up after each use whether that use is for a very short period of time or for a scheduled event. Clean up includes washing dishes, cleaning countertops, wiping up spills, vacuuming, replacing furniture to their original positions, etc. All food, trash or other items brought in are to be removed from the clubhouse. All trash is to be placed in the community dumpster. Turn off all faucets, lights, ceiling fan, stereo and television before leaving. The Association reserves the right to fine any member or guest for leaving the clubhouse in an unclean condition. Provisions for pre and post-event inspections are specified in the Clubhouse Reservation form.
11. No one shall enter the clubhouse with wet clothes or wet towels.
12. No beach equipment, boat equipment, water equipment, grills or similar items are allowed inside.
13. No throwing of balls, objects, etc. or jumping on furniture.
14. Intoxicated persons will not be permitted.
15. The Clubhouse and/or physical address, excluding postal boxes, are not to be used as a pick up or drop off location for mail, packages, materials, belongings or any type of miscellaneous items.

COMMON ELEMENTS

1. Leash laws apply to the entire property. All pets must be on a leash and under the control of the pet owner at all times while on any portion of the common elements.
2. There are 3 grassy areas designated for pets to use the bathroom and all 3 areas have pet waste stations with waste bags provided. The locations are: 1) between buildings 1 and 2, 2) between the dumpster and the entry sign, 3) south side of the retention pond.
3. Please pick up your pets waste with a provided waste bag and place in the dumpster. Make sure the bag is twisted and tied. Do not throw loose waste into the dumpster, retention pond or Yacht Basin.

4. Do not walk pets in the planter areas or near the air conditioner condensers.
5. No swimming by people or pets is allowed in the retention pond.
6. Skateboards, Roller Blades, Hovercraft, etc. are not to be ridden on the property. Bicycles are permitted.
7. A trash dumpster and recycling containers are maintained on the property. These are for members, lessees and guests only. The dumpster is for household garbage only. All trash must be in bags and tied securely. Do not dispose of loose or raw garbage in the dumpster. Do not place appliances, window treatments, etc. in the dumpster nor on the ground. Do not recycle items that are not accepted by the recycling company. Break down all boxes, cardboard, etc. before placing in recycling containers. Do not place recycling materials on the ground.
8. Parking of personal vehicles is allowed in the designated parking spaces only.
9. The parking spaces directly in front of the villas are for the villa owners and their lessees only.
10. Large owner vehicles and service vehicles are to be parked in the outermost parking spaces in order to avoid parking lot congestion.
11. No parking is allowed in front of the dumpster or in turnaround areas.
12. Campers, Recreational Vehicles (RV), Conversion Vans, Trailers, Boats, Personal Watercraft (PWC), Jet Skis, Box Trucks and other similar vehicles/vessels may not be parked on the property.
13. All vehicles belonging to members and lessees must be properly registered and licensed.
14. Vehicles in parking lot must be fully functional and are not allowed to be stored on blocks, jacks, etc.
15. When washing vehicles, bicycles, etc. in the parking lot, environmentally friendly soaps and cleaners must be used. Any stains left on the driveways and/or parking lot are the responsibility of the member or lessee and must be cleaned up at their personal expense.
16. Yard sales are not allowed except as an event planned by the Waterfronte Villas Social Committee.
17. Playground equipment is not allowed.
18. Do not destroy the grass, trees, bushes, or planter areas.

MARINA

1. The entire Carolina Beach Yacht Basin, including our marina, is a NO WAKE zone.
2. Only one registered boat may be moored in any boat slip. An owner may have one registered boat plus one registered PWC or Dinghy in the same slip provided both are registered to the same owner. A maximum of two PWC's may be moored in any boat slip provided there are no other boats in that same slip. Both PWC's must be registered to the same owner. **Note:** The owners of boat slips C76, D44 and E23 will be allowed two boats in those slips due to the slips extended length. The slip owners, of these three slips only, may also split these slips into two rental slips if desired. However, they may not be split into two sellable boat slips. All other marina rules still apply to these three boat slips and the owners or lessees.
3. All vessels must have the ability to be self-propelled and to be steered via a manufacturer installed steering system. A house, mobile home, camper or any type of shelter or living space, whether temporary or permanent, built or attached to a barge or any floating structure will not be allowed.
4. All pier, dock and finger walkways are to be kept clean, uncluttered and are not to be used for storage of any kind. All dock lines are to be neatly coiled when not in use. All water hoses are to be stored neatly on the power pedestal hooks.
5. All power cords must be marine grade and in good condition. Frayed cords will promptly be replaced at the owners' expense. Power cords shall be tied and kept out of the water. The smallest amount of current leakage will cause serious electrolysis damage to your boat and to adjacent boats. The damage will be significant to hull metal, props, shafts, etc. This can also contribute to electricity in the water.
6. Only dock boxes approved by the Board are allowed. Each slip is limited to one approved dock box. All stored items must fit completely inside the dock box with the lid completely closed. Dock boxes must be locked when not in use. Only the Dockmaster is allowed to install dock boxes. A dock box approval

request form is posted on the CAMS portal.

7. Do not feed any wildlife.
8. To prevent damage from rough water and storms, all dock lines should be properly secured to your boat. Dock lines should be, at least, of the 3-strand twisted nylon type. All outside property of a member or guest must be firmly secured inside the boat upon departure.
9. Persons planning to be absent from their boat for a prolonged period of time must remove all furniture, plants and/or loose objects from their boat. These persons must also notify the dock master of their plans before leaving.
10. Boats should be kept locked at all times.
11. The dock master should be notified of any suspicious people or unusual activities around the marina.
12. Each member or slip lessee may place their name or their boats name, but not both, on the slip facing side of their dock box. The letters are to be in 3 inch black vinyl adhesive. A sample is available from the dock master. The name placement must be centered just below the dock box number.
13. Carts are located in one parking space near the entrance to the marina. Carts are to be returned to that designated space immediately after use. Do not leave carts at your boat while you or any marine service company is on your boat. Do not overload the carts.
14. Boat owners are responsible for keeping their boats and operating systems in excellent, ship shape and seaworthy condition. Inoperable boats will not be allowed to remain in any boat slip.
15. Any boat arriving, at the marina, for the first time and is in tow due to its' inoperable condition will not be allowed mooring in any boat slip.
16. Boat exteriors must be kept clean and free of algae and/or mildew growth. A notice will be sent to the boat/slip owner giving them a 30-day notice to get their boat clean before the Board hires someone to clean the boats exterior.
17. All boat exterior decorative lighting will be turned off by 10:00pm so as not to be a nuisance or disturbance to other members or lessees. An exemption will be given during the Christmas Holiday season of Thanksgiving Day through New Years Day.
18. All boats shall have their gear stored in a neat and orderly manner. Hanging of clothes, towels and miscellaneous gear in public view is not permitted. Sails may be dried but must be stored immediately after drying. Ripped, torn or flapping sails and boat canvas/isinglass must be taken down. All electric lines, water hoses, etc. must be stored neatly and properly maintained.
19. All persons are to keep the marina in excellent condition.
20. No portion of the docks, power pedestals, pilings or any other common marina area may be altered in any way.
21. Nothing can be added or attached to any boat slip, whether permanent or temporary, without prior written approval from the Board. This includes but is not limited to all fender types, all fastener type penetrations, dock wheels, mooring whips, D-rings, cleats, boat steps, boat guides, rollers, cord/hose holders, covers/awnings, bumper guards, etc. Any such approved installations must be kept clean (free of dirt, mold, mildew, etc.) and in proper operating condition. If the slip owner does not properly maintain approved installations, the Association at the sole discretion of the Board of Directors may hire a service to maintain and/or remove these items at the expense of the slip owner.
22. Bait tanks are not allowed in any boat slip. The only exception would be on a temporary basis during the days that a local professionally sponsored fishing tournament is in process.
23. No signage of any type shall be attached to any portion of the marina or boats unless the Association grants written permission. "For Sale" signs are permitted on a boat.
24. All fish cleaning and bait prep shall be done at the designated fish stations or onboard your boat.
25. No fishing.
26. No running or boisterous play.
27. No swimming.
28. No cooking or grilling is allowed on any dock, walkway or pier.

29. Only grills that are designed for boat use are permitted. A charcoal grill must be able to swing clear of the boat during the grilling process so that if any hot ash escapes, it would fall into the water and not onto the boat itself. Please be aware of any hot ash that might fall onto the dock as this could obviously create a fire hazard.
30. All boat repair work will be kept to a minimum and will not create a nuisance for other boat owners. Boat cleaning, engine maintenance/repairs and mechanical maintenance/repairs are permitted provided that toxic materials are not discarded overboard. Please use environmentally friendly cleaning supplies. The amount of work allowed will be at the Boards discretion.
31. Boat renovation and major repairs including but not limited to cabinetry, upholstery, fiberglass, gelcoat, engine replacement, etc. must be done at a marine service boat yard.
32. Sewage discharge is illegal and obviously not permitted.
33. The only two boatlifts allowed are floating lifts manufactured by Sunstream and HydroHoist. These lifts are tied to the dock cleats and are not permanently attached to the docks. A boatlift must be approved by the Board and by CAMA. The slip owner or lessee is required to provide the slip number, slip dimensions and boat lift picture to the Board. The Board or management company will request an approval letter from CAMA.
34. No boat length shall exceed the length of the slip. The boat length is measured from the most forward point to the most aft point. This measurement includes bow pulpits, anchors, swim platforms and engines tilted in the upmost position. The board may give some flexibility in writing as long as the boat and equipment does not extend more than two feet into the fairway and/or interfere with the dock walkway access. No boatlift will extend beyond the end of the slip fingers.
35. All Vessels must be registered via the on-line vessel registration form. Owners must complete section 1 of the form while the remaining sections can be completed by the slip owner or vessel owner. An Association approved lease form is automatically generated and must be used for all leases. The slip owner is responsible for compliance of all items in Rules 36 and 37. This applies to a members' boat and a lessees' boat.
36. All boats must have proof of annual NC wildlife registrations and/or USCG registrations. NC wildlife registration numbers and decals must be displayed properly on the boat. This includes NC decals on the starboard and portside bows of all boats including those documented with the USCG.
37. All boats must have proof of annual insurance coverage. This includes policy declaration page, boat owner name, insurance company name and date of coverage. Insurance must be under a boatsman policy with watercraft liability coverage of no less than \$300,000 and medical payment coverage in an amount of no less than \$1,000. Such policy shall also list Waterfronte Villas Owners Association, Inc. as an Additional Insured Interest with respect to such coverage.
38. The Dock Master and/or Board will have access to all boats, at all times, especially in case of emergencies. Boat owners will provide ignition and cabin keys to the Dock master and/or Board.
39. The bilge in all boats must be free of oil and fuel at all times.
40. Bilge pumps must always be in good operating condition. The dock master should be notified when any boat begins to sink. The dock master will determine when a pump out is necessary so as to prevent damage to the boat and/or the marina. The owner will be billed \$100 per occurrence plus the charge to pump out the boat. Neither the dock master, the Board nor the WVYC HOA will be responsible for any resulting damages or cost related to the boat due to the owners' negligence as defined by this rule.
41. Owners must properly prepare and secure their boats for any and all named storms. If the dock master has to secure a boat because the owner did not, then the boat/slip owner will be billed for the work. The billable rate will be \$100 per instance.
42. Any marina damage or boat damage caused by owner, guest or family member negligence will be the responsibility of the boat owner. The boat owner will be liable for damages to the extent that any and all available insurance proceeds do not adequately pay for such damages including any deductibles.
43. Exhausts are to be properly muffled and there shall be no revving of engines.

44. Living aboard any boat is prohibited. Overnighting on any boat will be limited to weekends, holidays and 2 weeks per month. One 30-day stay will be permitted each calendar year.
45. Commercial and charter boating activities are prohibited. This includes but is not limited to fishing, diving, sightseeing, etc.
46. Children should wear life jackets while in the marina area.
47. The marina docks and boardwalk are not to be used as a pet waste area.
48. Property owners who are responsible for a financial loss concerning the Marina, which is covered by insurance carried by the Association, will be responsible to pay the deductible amount on either the Hazard Insurance Policy, or the Marina Operator's Legal Liability Policy. In the event no one individual Owner is responsible for any type of loss covered by insurance, then the amount of the deductible will be payable through a special assessment, to be levied by the Board, and will be equally shared by all Marina Owners.
49. No transfer of fuel from one container to another container or to and from a built-in boat/PWC fuel tank is allowed anywhere on the property. Only one portable 6-gallon or less marine fuel tank may be carried onto a boat. Any violation of this rule will result in a fine by the Board, as well as, any and all penalties from local fire/law enforcement authorities.
50. No vehicles of any type are allowed on the concrete walkway connecting the parking lot to the marina except for construction or emergency vehicles. An exemption will be given to golf carts that have a visible, valid and current handicap permit.
51. No owner shall rent their boat slip for transient or hotel purposes, which, for purposes of this Declaration shall be defined as a rental for any period less than thirty - (30) days. Each permitted lease shall be for the entire boat slip, shall be in writing, shall be executed using the slip lease form approved by the Board, posted to the Association website and shall be subject to the Declarations and the By Laws. Any failure of the lessee to comply with the terms of such documents shall be a violation and subject to fines or other actions as determined by the Board. Other than the foregoing restrictions, each boat slip owner shall have the right to lease their boat slip. No lease, however, shall relieve the boat slip owner of any liabilities or duties herein. Boat slip owners are required to provide a copy of lessee information to the property management company.
52. No owner shall rent their boat for transient or hotel purposes. No boat shall be listed for rent on any website such as but not limited to Airbnb, VRBO, Craigslist, etc.
53. If a property owner leases their boat slip, the right to use the clubhouse and its related amenities shall be transferred to the lessee for the period of the lease, and the lessor (boat slip owner) shall not have simultaneous use of the clubhouse or its amenities. This rule does not apply to a member who owns a boat slip, as well as a villa, and uses the villa as their residence.
54. There is kayak/paddle board storage at the beginning of A-dock. Storage is limited and on a first come, first serve basis. Items must be stored on the racks only and are not to be stored anywhere else in the marina. Owners are responsible for removing their kayak/paddle board in the event of storms. Items are stored at the owners risk. Owners are responsible for any damage caused by their kayak/paddle board due to non-removal during a storm.
55. Surf Boards, Canoes, etc. are to be stored on a boat or inside an owner or lessee's villa.

PERSONAL WATERCRAFT (PWC, JET SKI)

1. Must abide by all Rules & Regulations of WVYC including registration and insurance rules.
 2. Must abide by all USCG Boat and PWC laws.
3. Check routinely for cracks in hull and in fuel lines that could leak gas or gas fumes.
4. Prior to turning on the ignition: Check bilge for gas, do a sniff test and open cowling. If fumes are present, then DO NOT START the engine as an explosion could occur.
5. Must not produce sound levels or fumes that are disturbing to neighbors.

6. PWC lifts that are attached to the docks must be unattached and tied off in the middle of the boat slip or removed completely from the property prior to a named storm. If the lift is not properly tied off or removed, the PWC/slip owner will be billed \$200.
7. Personal Watercraft (PWC) moored in a slip must be on a floating drive-on PWC lift. The lift must be approved by the Board and by CAMA. The slip owner or lessee is required to provide the slip number, slip dimensions and PWC lift picture to the Board. The Board or management company will request an approval letter from CAMA. The maximum time limit for a PWC moored in a slip without a lift is 3 days.

ASSOCIATION RESPONSIBILITIES

1. The Owners Association shall assume all of the duties of setting and enforcing these Rules and Regulations.
2. The Association shall, upon request and during normal business hours, make available for inspection by unit owners, first mortgagees, insurers, guarantors of a first mortgage on any unit, and prospective purchasers of units, current copies of the Declaration, the By-Laws, other rules and regulations, and the financial statements of the Association.
3. In an effort to preserve the integrity of WVYC, the Board has the authority to establish penalties for the infraction of the rules of the Association. The Board is empowered to suspend voting rights and to impose financial penalties in the case of those who disregard rules after a request for compliance has been made. Said penalties may be enforced by a lien.