

# **Rules and Regulations Of Oriental Harbor Village Marina Association**

## **General**

1. In accordance with the Declaration, the Board of directors has adopted these Rules and Regulations as of the date last revised and noted below. These Rules and Regulations apply to all “Persons” which shall mean all Boat Slip Owners and their respective family members, lessees, agents, social and business invitees as well as to all transient boaters and lessees renting a Boat Slip overnight or on a longer term basis.
2. Failure to comply with these rules and regulations shall be subject to an assessment as outlined in the “Declaration of Covenants, Conditions and Restrictions of Oriental Harbor Village Marina, Section 7.5 “Assessments for Violations”.
3. Per the “Declaration of Covenants, Conditions and Restrictions of Oriental Harbor Village Marina, Section 7.7 “Assessments for Repairs of Damage Caused by Fault – If a Member or his assignee, tenant, lessee, licensee, guest, or invitee damages or destroys by his or her fault, as determined by the Board, any property of the Association, including, but not limited to, the roads, walkways, landscaping, bulkheads, piers, docks, pilings or other Marina Facilities and Common Area, the Member shall have personal liability for such damages, and each Member appoints and authorizes the Association to repair the damage or replace the destroyed property as soon as practical and to levy an assessment chargeable to the Member for the full cost of repair or replacement including interest thereon at legal rate from date of payment by the Association and if not fully paid by the Member upon demand by the Association, then interest at one-and-half percent per month until paid in full.”
4. All capitalized terms herein if not otherwise defined shall have the meanings given them as set forth in the Declaration of Covenants, Conditions and Restrictions of the Oriental Harbor Village Marina Association and Amendments, as recorded in the Registry of Deeds in Pamlico County. For purposes herein “Management” shall mean Oriental Harbor Village Association including its officers, directors, employees, agents, the Dock Master, and/or the Association’s independent contractors.

## **Vessel Operations**

5. When a vessel enters into the Marina Basin, it comes under the general jurisdiction of Management and must obey and oblige by the rules and regulation of the association as stated herein.
6. Per the “Declaration of Covenants, Conditions and Restrictions of Oriental Harbor Village Marina, Section 9.4 “Boats and Watercrafts – All boats and other watercrafts docked in any Boat Slip at the Marina Facility shall be covered by liability insurance providing at a minimum \$250,000 single limit coverage. Proof of such insurance shall be provided to the Association by the Slip Owner at any time, and from time to time, upon request of the Association or its agent, property manager or Dock Master as the Association shall appoint.” Lessees renting slips on a monthly basis or longer are required to present proof of insurance at the time of initial contract. Boat owners leaving their boat in a slip for a week or longer must list Oriental Harbor Village Marina as an insured on their policy.

7. All vessel owners shall ensure that emergency contact information is provided to, and maintained as current and accurate with, Management.
8. No Person shall use his/her vessel for commercial and/or business purposes unless approved in writing by Management or otherwise authorized in the Declaration.
9. Only vessels which are safe, in a seaworthy condition, and under their own power shall be admitted into the Marina Basin. If a question arises as to if a vessel is in acceptable condition, Management reserves the right to perform its own inspection or to have a U.S. Coast Guard (USCG) safety inspection performed to determine the condition, safety, and seaworthiness of the vessel. All vessels must meet minimum USCG standards.
10. Each vessel owner must maintain his/her vessel in a state of readiness for movement in case of fire, storm, or other emergency necessitating evacuation. For vessels so equipped, the owner shall notify the Dock Master if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition.
11. On a semi-annual basis, the marina manager will assess the readiness of each vessel in the marina. This may include, but is not limited to, observing each vessel leaving and returning to its slip on its own power.
12. The Marina is not a hurricane or significant storm safe facility and therefore each vessel owner is required to evacuate the Marina within 12 hours of the National Weather Service listing Pamlico County within a Tropical Storm Warning, Hurricane Watch or Hurricane Warning. If a boat is not removed from the marina during a Tropical Storm or Hurricane, the slipowner will be assessed a \$500 fine and be responsible for any damage done to the marina by that boat. Examples of costs of repairs include the following:
  - Piling replacement: \$1500
  - Dock box replacement: \$800
  - Power pedestal replacement: \$1200The decision to fine the slipowner for leaving a boat during a Tropical Storm or Hurricane, and to replace items damaged by a boat in the marina and to charge the slipowner, will be made by the Board of Directors in consultation with the dockmaster.
13. In the event of a hurricane, significant storm, or other emergency, management reserves the right in its absolute discretion (but does not assume any obligation) to take such action as necessary and prudent to safeguard the owner's vessel, other vessel(s), and property of the Association. The vessel owner (or Slip Owner) agrees to pay for all charges for services rendered on behalf of the vessel owner including, but not limited to, charges for staff and materials, contractors, hiring a captain to move or secure the vessel, and any repairs required to make the vessel safe and free from defects which may endanger life, property, or the natural environment.
14. In the event of a hurricane, significant storm, or other emergency, Management shall not be responsible for any damages caused by its action or failure to act. All Persons waive any and all claims they may have against Management in the event of damage to owner's vessel, it being understood and agreed that it is the responsibility of the vessel owner to appropriately move, secure, and maintain his/her vessel.
15. Each vessel owner shall be responsible for securing his/her vessel with bow, stern, and (where required) spring lines in a manner to ensure that his/her vessel, adjacent vessel(s), and the dock and pilings are adequately protected. All dock lines shall be in good condition, without excessive wear or chafe, with appropriate chafe protection, and of nylon or equivalent construction. Fenders shall be utilized as required. Dependent upon vessel displacement and surface area, dock lines of the following minimum diameters are recommended: vessels up to 27' should utilize 3/8" line, vessels from 27' to 36' should utilize 1/2" line, vessels from 37' to 45' should utilize 5/8" line, vessels from 46' to 54' should utilize 3/4" line, vessels from 55' to 63' should utilize 7/8" line, and

vessels larger than 64' should utilize 1" or larger line. In the event that Management determines that any vessel is improperly secured, Management reserves the right in its absolute discretion (but does not assume any obligation) to replace any lines deemed inadequate. The vessel owner agrees to pay for all associated labor and material charges.

16. Except with prior permission of Management, vessel owners shall not perform major maintenance and/or repairs on their vessels while in the marina basin. Power tools may be used only when such does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted. Management reserves the right to determine what constitutes major maintenance and/or repairs and activities that are a nuisance to others. Contractors must report their presence to the marina office and provide written proof of general liability insurance before commencing work.
17. The Marina Basin is a "No Wake Area." All Persons using the area shall observe the "No Wake Area" designation, other applicable rules of navigation, warnings, and other informational or instructional signs and postings.
18. The Marina Basin is a "Closed Head" facility and overboard discharge of sewage is strictly prohibited. All Persons are required to use the pump out facility provided by Management or other Coast Guard approved facilities for proper discharge of waste.
19. All dinghies and lifeboats shall be properly stored on the vessel and shall not be stored on Marina property,

## **Safety**

20. No Person shall create a fire, explosive, dangerous, or otherwise harmful hazard or condition. Flammable, hazardous, and/or toxic waste materials shall be neither left unattended on docks nor stored in dock boxes. Such materials, if so unattended or stored, may be removed and disposed of by Management at the Slip Owner's expense. Management retains the right to determine what constitutes a harmful hazard or condition.
21. Persons shall only utilize power cords that are serviceable, UL-approved, designed and listed specifically for purpose intended, and appropriately rated. Management reserves the right to remove any unauthorized or unserviceable power cord(s) and shall not be responsible for any consequences of such removal. Alteration, modification, or repair of the electric distribution system is prohibited except under the direction of Management. Each vessel owner shall endeavor to maintain his/her cord(s) clear of the water.
22. All heaters utilized onboard vessels shall be designed and listed for the purpose intended. Only ignition-protected heaters shall be used within the machinery spaces of gasoline fueled vessels. The use of light bulbs for heating purposes is strictly prohibited.
23. Children under the age of 13 shall be under the supervision of an adult at all times. Children shall wear life preservers in accordance with current NC Wildlife Commission and USCG regulations.
24. The use of cooking grills on the docks and other Common Areas is prohibited except where designated by Management.
25. Fireworks are prohibited except within the direct control of Management.
26. The use of skateboards and roller-blades is prohibited on the docks and boardwalks.

## **Marina Property and Facilities**

27. All docks and Marina grounds shall be kept clear of stored materials. Dock lines, hoses, and power cords shall not run across the docks or other Common Areas and shall not be coiled around emergency equipment, including egress ladders and fire stations.
28. All Persons shall dispose of trash and garbage within designated containers in a responsible manner. All hazardous waste materials must be disposed of in a lawful manner by each Person and shall not be deposited into any waste container or dumpster which is not intended for hazardous or toxic waste materials. No Person shall discharge any fuels, sewage, or other contaminants, waste or hazardous materials into the waters of the Marina basin or on any property of the Association.
29. No Person shall mark, paint, drill into, add to, modify, or in any way deface or remove any part of any structure without the explicit permission of Management. No Person shall encumber the docks, boardwalks, sidewalks, passages, parking lots, decks, or other areas for purposes other than ingress or egress to and from his/her Boat Slip. No awnings or other projections shall be attached to any vessel which may interfere with passage by others.
30. Television, radio, and satellite dishes and other communication antennas and devices shall not be mounted to any structure without the explicit permission of Management. The installation and use of television satellite dishes shall be in conformance with the provisions of the Federal Communications Commission provided that one (1) Direct Broadcast Satellite (DBS) dish less than one meter (39.37 inches) in diameter is permitted per slip, the dish may not encroach upon any Common Area, and the installation shall allow for acceptable signal quality but shall not create a safety hazard.
31. Vehicles left in any parking lot in excess of 10 days without written approval of Management may be towed away at the owner's expense. No trailer, commercial vehicle, mobile home, or camper may be left in any parking lot without the explicit permission of Management. Management reserves the right to limit and govern the use of all parking spaces.

## **Other**

32. No Person shall engage in any behavior or act that constitutes disorderly, offensive or unlawful conduct. No Person shall obstruct or interfere with the rights of another Person or cause a nuisance or distraction which unreasonably interferes with the peaceful possession, use and enjoyment of others. Prohibited behavior shall be as determined by Management.
33. Possession of contraband and prohibited items including, but not limited to, illegal drugs and narcotics, unlicensed weapons which require a license, and unlawful weapons is prohibited. The Association will cooperate with local, state and federal agencies, including the USCG in the execution of its "Zero Tolerance" responsibilities, and will grant such agencies access to the property of the Association for lawful pursuit of their enforcement responsibilities. The arrest of a Person by any agency for a suspected offense covered by this provision may result in action by Management prior to final legal disposition.
34. Each Person shall be responsible for damage to property and for personal injury committed by such Person whether caused by negligence or intentional wrongdoing.
35. All pets must be kept under the control of their owner at all times while on marina property. All dogs and cats on marina property are required to have current Rabies vaccination and owners must provide proof of current vaccination to management.

Pets are NOT allowed in the bathhouse or clubhouse. Pet owners are required to pick up excrement deposited by their pets. The behavior of all pets shall be the sole responsibility of the owner. Breeds including Rottweilers, Pit Bulls, Akitas, Siberian Huskies, and Mastiffs are not allowed on marina property per insurance restrictions.

36. Advertising or soliciting, including advertising for the lease or sale of a vessel, slip or goods, shall not be permitted except in those locations designated by and with the approval of Management.

- 37. Recreational swimming, fishing, and the feeding of birds and marine animals are prohibited.
- 38. Except in the case of emergency and with Management approval, generators above deck or on the dock are prohibited.
- 39. Hanging laundry to dry in open view is prohibited.

Revisions:

11/02/05	Revision 4	Draft
04/20/06	Revision 5	Draft
05/07/06	Revision 5a	Adopted
01/30/12	Revision 6	Draft
05/31/12	Revision 6a	Draft
06/01/12	Revision 6b	Draft
02/22/17	Revision 7	Draft
07/18/17	Revision 7	Adopted
10/01/18	Revision 8	Draft
10/16/18	Revision 8	Adopted
08/16/22	Revision 9	Draft
02/19/24	Revision 10	Draft
03/11/24	Revision 10	Adopted

**The undersigned acknowledges receipt of a copy thereof and agrees to abide by them.**

\_\_\_\_\_  
Vessel Owner

\_\_\_\_\_  
Slip No.

\_\_\_\_\_  
Date