

**DECLARATION  
OF THE  
BYLAWS  
OF THE**

**COLINGTON  
HARBOUR**

**YACHT  
&  
RACQUET  
CLUB,  
INC.**

January 31, 2012

**DECLARATION OF BYLAWS OF THE  
COLINGTON HARBOUR YACHT & RACQUET CLUB, INC.**

**PREAMBLE**

This Declaration of Bylaws is effective from the date of publication after it is approved by the members. Changes may only be made after approval by this same membership at an Annual Meeting or Special Meeting prior to becoming effective. For urgent and compelling reasons, the Board of Directors Colington Harbour Yacht & Racquet Club, Inc, may approve an interim change to be effective only until the next meeting of the membership. The Club's Incorporation, chartered on October 12, 1995 and Amended on May 16, 1999, is organized and exists under and by virtue of the laws of the State of North Carolina. Colington Harbour Yacht & Racquet Club, Inc., hereinafter referred to as the Club, is an organization of the Colington Harbour Association, Inc., and is operated as a private Club with facilities available on a membership basis only with an initiation fee and yearly dues levied. The Club is recognized as a non-profit independent entity of the Colington Harbour Association, Inc, and must comply in all respects with the original Covenants, or future revisions thereof, which decree the responsibility and management of its recreations area to the Club for the use of persons owning property in Colington Harbour. Persons renting property as a permanent residence may qualify as an Associate Member (see Article 5, section d). The Club's principal office shall be located at 1000 Colington Drive, Kill Devil Hills, NC 27948 and all mail will be received at PO Box 2196, Kill Devil Hills, NC 27948-2196

**ARTICLE I  
DEFINITIONS**

The following words, when used in this document, shall have the following meanings:

- a) "Club": Colington Harbour Yacht & Raquest Club, Inc.
- b) "Board": refers to Board of Directors of the Club.
- c) "Recreational Facilities": the building, pool, tennis court, upper parking area and the lawns and grounds immediately adjacent to the areas and facilities.
- d) "Club Contract": refers to the document which identifies the joint use and shared costs of certain facilities common to both the Club and the Colington Harbour Association, Inc. (Currently called the LEASE AND OPERATING AGREEMENT effective 1-1-11).
- e) "Owner": refers to equitable property (one lot or more) owner as recorded by Dare County, NC Title of Deeds.
- f) "Member": refers to all property owners who are current in Association assessments, as well as Club dues and have been granted membership to the Club. Membership Classifications are defined in Article V.
- g) "Dependent": refers to all of those members of the immediate family living in the household and claimed on the member's Federal Income Tax returns as a dependent (not exemptions).
- h) "Guests": refers to a bona fide guest of members when actually accompanied by the sponsoring member, or a member of the immediate household, or when prior notification is provided. Additional definition and provisions of status are stated in Article IV.
- i) "Tenant": refers to persons occupying residences of property owners holding regular Club memberships, when such residence is paid for on a weekly basis.

**ARTICLE II  
CLUB MANGEMENT**

**Section 1.** Management of the Club is a seven (7) member Board responsible for proper operation of the Club within the board authority of the resolution adopted by the Board of Directors, Colington Harbour Association, Inc., on April 19, 1974. A Club Contract is agreed upon by both the Association and Club Boards to ensure fair and equitable monetary reimbursement for use of those Association properties, assets and facilities reserved for use by members and guests of the Club. This contract is to be reviewed as needed. Seven (7) voting Board members shall be elected by the membership of the Club and one (1) non voting member shall be designated by the Board of Directors, Colington Harbour Association, Inc. Terms of Service of Club Board members elected by the membership shall be three (3) years in duration and staggered so

that three terms shall overlap. The Board shall elect its own officers immediately following the annual meeting. In the event of a vacancy occurring on the Board, the remaining members, even though less than a majority, shall designate a person to fill the vacancy or vacancies, to serve until the next Annual Meeting. All Board members must be Colington Harbour property owners and Club members in good standing.

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**Section 2.** A Nominating Committee shall comprise of three (3) Club members named by the Board and will be established at least three (3) months prior to the Annual Meeting. Their mission is to:

- a) seek out and advertise for candidates who are members in good standing and are interested in running for available seats for the next years Board of Directors.
- b) receive by August 1 the Candidate profiles that will consist of 'on or about' 100 words of introduction to be included with the Annual Meeting Mailing.
- c) conduct a random drawing of all accepted Candidates names to determine the order in which they will appear on the ballot for vote.

**Section 3.** The Officers of this Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected and qualified. The President shall preside at all Board meetings; shall appoint all standing committees and the Chairmen thereof in accordance with Article II Section 9; shall have general supervision over the affairs of the Corporation and over other officers; shall sign all written contracts of the Corporation; and shall provide the sole contact and direction to the Club's attorney after obtaining Board consensus. He or she shall promote the interests of the Corporation and shall be the accredited representative of the Corporation at outside meetings unless he or she shall delegate this authority to another officer or member of the Corporation; and shall perform all such other duties as are incident to the office. In case of the absence or disability of the President, these duties shall be performed by the Vice-President. The Secretary, or in case of absence another member of the Board, shall attend and post prior to the subsequent meeting, the Minutes of all meetings of the Board, and meetings of the membership of the Corporation; shall have charge of all Corporate records and papers; shall be the custodian of the Corporate Seal; shall attest, by signature and impress with Corporate Seal, all written contracts of the Corporation; and shall perform all such duties as are incident to the office. The Treasurer shall have custody of all money and securities of the Corporation and shall be responsible for records of accounts including the Reserve Fund and shall submit them, together with all receipts, records, and other papers, to the Board for their examination and approval as often as may be required; shall give an annual financial report; and shall perform such other duties as are incident to the office. Each Officer may request authority from the board to appoint an assistant to provide expertise in fulfilling their duties.

**Section 4.** The Board of Directors shall have general control of the affairs, funds and property of the Corporation and shall determine policy and establish guidelines for the effective conduct of the business affairs of the Corporation. It shall be responsible for the accomplishment of the organization's purposes and objectives (and shall present to the membership all proposed major program activities) for ratification. The Board shall consider and submit a budget for approval of the General Membership each fiscal year.

**Section 5.** A Board member or Committee chairman may be removed for serious reason by a unanimous vote of the remaining Board members; such action shall be taken only after written notice of at least 10 days and an opportunity for hearing before the members of the Board.

**Section 6.** Any Director may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein, or if no time is specified therein, at such time as the resignation is received by the President or Secretary. Attendance at meetings may be physical or via electronic communication. Directors who fail to attend three (3) consecutive meetings of the Board in the same membership year without cause, as determined by the remaining members of the Board, shall be considered to have resigned.

**Section 7.** In the event of an absence(s) by a Board member which could result in missing a meeting(s), the member shall submit an itinerary to the Board so that he/she can be contacted for voting purposes.

**Section 8.** Monthly meetings will be held on a day of the month determined by the Board. Other meetings of the Board may be called by the President, stating the purpose thereof. All meetings should follow "Robert's Rules" or a modified version as determined by the Board. At every Board meeting, each member shall be entitled to cast one (1) vote. Four (4) members shall constitute the quorum required to transact business at any meeting. Decisions agreed to by majority of those Board members present shall be the decision of the Board.

**Section 9.** Committees, as may be required, shall have a chairperson appointed by the President of the Board of Directors, shall be provided the direction and authority necessary to carry out the day-to-day operations of the Club and to ensure an orderly growth in membership and facilities. A committee is comprised of at least three (3) Club members. Committee reports should be given at each Board meeting. The Board must approve recommendations prior to the Committee taking action.

**Section 10.** The pool requires the employment of a manager under the supervision of the Board of directors. The Board is required to negotiate with a pool manager the terms of employment and compensation. The manager's duties shall be

delineated in a job description prepared by the Pool Committee and approved by the Board, including the hiring of life guards to adequately monitor the safety of members and guests.

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### Section 11. Compensation

- a) To avoid any semblance of conflict of interest, any Club paid position may not be held by a Board member, except for such casual employment which may be specifically approved by the Board.
- b) Definition from IRS concerning CASUAL EMPLOYMENT “refers to people who work less than 1000 hours per twelve (12) month calendar year, on an irregular, infrequent or “as needed” basis. Because the worker is considered a casual employee, he or she does not have access to benefits like worker’s compensation, disability, company retirement plans, or health insurance. According to IRS code, if the casual employee works more than 1000 hours in a year, the employee must be reclassified.

## ARTICLE III MEMBERSHIP MEETING

**Section 1.** Annual Meeting: Notice of the Annual Meeting, including an agenda, proposed budget and Bylaws amendments, profile of each candidate for Board and ballots shall be mailed to each member by the Secretary by first class mail at the Kill Devil Hills post office at least thirty (30) days prior to the date of the meeting. There shall be an Annual Meeting of the membership of the Corporation in the Clubhouse at 1:00 PM on the second Saturday in October. The agenda for the meeting shall include:

- a) Approval of the minutes of the previous Annual Meeting
- b) President's reports
- c) Committee reports
- d) Old Business
- e) New Business
- f) Vote on amendments to the Bylaws, if any
- g) Examination and approval of the annual budget by the membership
- h) Introduction of the new members of the Club Board

Approved minutes of the previous year's Annual Meeting shall be posted within thirty (30) days after the meeting.

**Section 2.** Special Meetings: Special Meetings may be called by the Board when, in its judgment, matters of significant interest to the entire membership require such consideration. A Special Meeting shall be called by the Board upon written petition of twenty (20) percent of the members eligible to cast a vote. The petition must set forth, in specific detail, the matter(s) to be taken up at the meeting. Discussion at a Special Meeting shall be confined to those matters only. Notification of a Special Meeting, together with a ballot, shall be mailed at the Kill Devil Hills Post Office by first class mail thirty (30) days prior to the date of the meeting.

**Section 3.** Quorum required to conduct business at either an Annual or Special Meeting shall consist of twenty (20) percent of the regular members present or by proxy. Voting on any issue brought before an Annual or Special Meeting, or presented to the membership by mail, shall be on the basis of one (1) vote for each regular membership. The vote must be cast, either in person or by ballot, in the name of the person holding the membership,. Issues brought before an Annual or Special Meeting that require a vote must be presented to the Board for approval at least thirty (30) days prior to the mailing and be included on the agenda.

### Section 4.

- a) Voting for candidates to the Club Board shall be done by written ballot.
- b) A ballot and a profile for each candidate (limited to 'on or about' 100 words) shall be mailed with the Annual Meeting announcement.
- c) Nominations may not be made from the floor on the day of the election.
- d) The completed ballot shall be returned as follows:
  1. Each ballot shall be placed in a “BALLOT” envelope as provided and sealed with no other markings of any kind.
  2. Each such “BALLOT” envelope shall contain only one (1) ballot and no other items.
  3. Each voting member shall be advised that because of the verification procedures hereinafter set forth, the

- inclusion of more than one (1) ballot in any one "BALLOT" envelope shall disqualify the return.
4. Such "BALLOT" envelope shall be placed in the 'carrier' envelope provided and sealed.
  5. The Carrier envelope shall bear on its face adequate identification of sender and such information as the Board may determine will serve to establish the right to cast the vote presented in the ballot contained therein.

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6. The ballot shall be returned to the Secretary at such address provided on the instructions to arrive no later than seven (7) days prior to the Annual Meeting.
- e) Upon Receipt of each return:
1. All envelopes will be put into a safe or other locked place until all envelopes are received on the deadline date.
  2. On or about the day after the deadline date the Secretary and his/her designated representative shall verify the identification of the Club member as provided on the carrier envelope and whether such member is in good standing
  3. The carrier envelopes will be checked for any other material included with the "BALLOT" envelope and such material shall be removed for processing.
  4. If any carrier envelope is found to contain more than one (1) "BALLOT" envelope, all "BALLOT" envelopes contained in such carrier envelope shall be disqualified.
  5. The carrier envelopes, containing one ballot only, will then be placed back into a safe or other locked place until the day fixed by the Board for the counting of such ballots.
- f) Counting of Votes by Election Committee [the Election Committee is to consist of the then present Secretary as Chairperson (or designee if required) and at least three (3) club members]
1. On that day as designated for counting the votes, the carrier envelope, containing the ballot envelope, shall be turned over to an Election Committee.
  2. A representative of each candidate for the office of Director may attend.
  3. The ballot envelope will then be removed from the carrier envelope and counted by the Election Committee without reference to the carrier envelope, to ensure the confidentiality of the vote. If any "BALLOT" envelope contains more than one ballot all ballots in the "BALLOT" envelope will be disqualified.
  4. The carrier envelopes shall thereupon be placed in a safe or other locked place, and the Election Committee shall then proceed to count the votes.
  5. The Election Committee shall certify the results of the count at the Annual Meeting, and the terms of office of the Directors so the elected shall commence in their positions immediately following such Annual Meeting.
- g) All carrier envelopes, ballots, and statements of candidacy shall be retained until adjournment of the applicable Annual Meeting. Proxies may not be cast in an election of Directors.

**Section 5.** Candidates receiving the largest number of votes at the Annual Meeting shall be elected as full term (3 years) Directors. In the event that there are additional vacancies for partial terms, the term shall be filled by the one receiving the next highest vote. A tie shall be decided by a draw, unless one candidate withdraws. The elected Directors shall be introduced at the meeting.

## **ARTICLE IV CLUB FACILITIES**

**Section 1.** Club facilities under management of the Board and available to members and their guests are:

- a) Clubhouse and Club Grounds – Rules for the use of the Clubhouse and Club grounds will be approved by the Board and published by the House Committee. [The House Committee shall consist of a Chairperson and at least 3 club members. A Steward, designated by the Board, shall be the Chairperson of the House Committee to ensure proper housekeeping, repairs and maintenance of the Clubhouse. The Steward must report to the Board.]
- b) Pool and Pool Area – Rules for Colington Harbour Yacht & Racquet Club, Inc. use of the Pool and Pool area will be approved by the Board and published by the Pool Committee.
- c) Tennis Court – Rules for Colington Harbour Yacht & Racquet Club, Inc. use of the Tennis Court will be approved by the Board and published by the Tennis Committee.
- d) Boating – Rules for the Colington Harbour Yacht & Racquet Club, Inc. boating facilities will be approved by the Board and published by the Boating Committee.
- e) Social - Rules for the Colington Harbour Yacht & Racquet Club, Inc. social functions and use of facilities will be approved by the board and published by the Social Committee.
- f) Rental - Rules for the Colington Harbour Yacht & Racquet Club, Inc. rental of the facilities will be approved by the

board and published by the Rental Committee.

Rules for the use of these facilities are available to each member upon joining the Club or subsequent request.

**Section 2.** A report shall be submitted to the Board, by each Chairperson of the existing committees, monthly.

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**Section 3.** Use of the Club is confined to Club-sponsored activities open to all Club members and their guest(s)\*, to meetings of the Colington Harbour Association, Inc., and to private events for which an appropriate fee (as determined by the Board in each case) will be charged. Other member sponsored groups that provide direct benefits to Colington Harbour may petition the Board for use of the facilities.

[\*see Section 4 for guest qualifications]

**Section 4.** Authorized guests are bonafide guests of Club members, when actually accompanied by the sponsoring member, or a member of the immediate household. Guests may be limited if Club facilities are over crowded. Individuals who are eligible\* for Club Membership may be introduced as guests only three (3) times (pool use not included). Members have priority. Use of the pool and tennis court by guests will be covered in the Pool and Tennis Court Regulations. No person whose membership has been revoked, or to whom membership has been denied, shall be introduced as a guest. Authorized guests may not themselves introduce other guests to Club facilities. Guest fees are charged for use of Club facilities as determined by the appropriate Committee and approved by the Board.

[\*Colington Harbour Association property owners and tenants of property owners declaring permanent residences both inside and outside the gate.]

**Section 5.** Seasonal Weekly Rentals occupying residences of property owners on a weekly basis are entitled to use the Club facilities providing the property owner involved holds appropriate Seasonal Weekly Tenant Membership for each Rental Property. Guests may not be introduced to Club facilities by Seasonal Weekly Tenants.

**Section 6.** Any request for private use of the Club must be made in writing at least two (2) weeks, but no sooner than twelve (12) months, before the desired date of the occasion. The request should state: type of occasion, date of occasion, time and duration, exact Club facilities required, and number of persons in attendance. Upon receipt of the request, the Rental Committee will determine availability of the Club facilities and the appropriate fee to be charged. Approval for use of the club facilities will not be granted if it conflicts with a Club function. Applicant must be present throughout the occasion and be responsible for the conduct of all those present, including any damages and cleanup.

**Section 7.** A request by an Association member to use the facilities shall be subject to the same requirements as provided in above sections. The Board is authorized to set a different fee schedule for Association use.

## **ARTICLE V** **MEMBERSHIP**

**Section 1.** Membership in the Club is available to all individual Colington Harbour property owners and tenants of property owners declaring permanent residences within Colington Harbour, but is not mandatory. It is available to those who are current in Association assessments (in good standing). Club income supports facility operation, maintenance, capital improvement and the reserve funds. Volunteer efforts by members (including Board members) are encouraged and greatly supplement our financial stability. Membership volumes are reviewed annually to monitor and determine facility capacity and usage including guests attendance and fees. Associate Memberships and Tenant Entitlements may then be offered to individuals residing in Colington Harbour.

**Section 2.** The Bylaws and rules governing the operation of the Club are for the information and guidance of all concerned. All members and their guests are expected to observe these rules and Bylaws. Members are responsible to the Club for the prompt payment of any debts, damages, or breakage caused by them or their guest, and the prompt payment of dues and fees. Copies of Bylaws will be provided at time of membership acceptance and will be available on the Club Website.

### **Section 3.**

a) **Full Individual Membership:** Regular individual membership in the Club is available to a single, widowed, or divorced individual owning property in Colinton Harbour in good standing. No other family or dependents may be residing with them. Addition of a spouse or dependent during the year would change the membership to a Full Family Membership and the appropriate difference in dues would be paid effective with the addition. If a member qualifies to change to a Full Individual membership classification, it would be effective when the next year's dues are paid. Those memberships designated as "Associate" or those obtained for the purpose of seasonal rental to "Tenants" do not qualify for "Full Individual Memberships"

b) Full Family Membership: Regular family membership in the Club is available to any individual owning property in Colington Harbour in good standing, and to his/her spouse /significant other and to his/her family members residing with the individual, as defined below:

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- \* Unmarried child(ren) under 18 years old, claimed as dependent(s).
- \* Unmarried child(ren) under 24 years old, claimed as dependent(s) while engaged as a full-time student in an educational institution.
- \* Unmarried foster, adopted, and/or step child(ren) under 18 years old, claimed as dependent(s).

As determined by the Board, for an additional fee, but not less than one-half of a full membership, the following are eligible for inclusion in the Family Membership:

- \* Parent(s) claimed as dependent(s)
- \* Grandparent(s) or great-grandparent(s), claimed as dependents
- \* Unmarried child(ren) of any age physically and/or mentally disabled, claimed as dependent(s)
- \* Unmarried child(ren) under 18 years old from a previous marriage during legal visitation, even if not claimed as dependent(s)
- \* Unmarried grandchild(ren), great grandchild(ren) under 18 years old claimed as dependent(s)
- \* Any other relative claimed as dependent(s)
- \* Any child(ren) temporarily residing with property owner under bonafide Foreign Exchange Student Program

c) Divorce Within thirty (30) days after the divorce of a member becomes final, the member and his/her former spouse shall designate in writing, signed by or on behalf of both, whether it is desired that the member continue as such or that the membership revert to the divorced spouse. If they fail to do so, the membership shall remain in the name of the spouse who retains the property in Colington Harbour, and the privileges of the other spouse shall cease.

d) Associate Membership may be granted to individuals and families residing full time in Colinton Harbour who are neither property owners nor qualified to use Club facilities as dependents. Such membership shall have no voting rights. Associate members will be afforded the same use of Club facilities as the regular members. Associate Memberships shall pay the same dues as voted by the membership for Individual or Full Family membership categories as specified on the then current membership application. Ownership by Corporation, Association, Group, or other non-private entity does not constitute eligibility for membership, however, an individual may be designated to qualify for membership by resolution of corporation, association, etc.

e) Tenant Membership may be granted to individuals and families residing full time in Colinton Harbour who are permanent residents of Colington Harbour renting a home from a property owner. Such membership shall have no voting rights. Tenant members will be afforded the same use of Club facilities as the regular members. Tenant Memberships shall pay the same dues as voted by the membership for Individual or Full Family membership categories as specified on the then current membership application.

**Section 4** The Board of directors shall have discretionary authority to approve activities to promote membership among those eligible for membership under Article V, Section 3; these activities to include, but not limited to, membership drives and special promotions.

## ARTICLE VI DUES/FEES

It is the responsibility of this Club's members and the Board to maintain a fiscally responsible budget in order to maintain the facilities in a respectable manner through the collection of dues and fees, and to provide for future needs of the facilities.

**Section 1.** An Initiation Fee will be levied on new members. If a Club member drops membership, and at a later date applies for re-enrollment, the initiation fee will again be levied. The Board of Directors is authorized to adjust the initiation fee with the approval of the majority of the votes cast at the Annual meeting.

**Section 2.** The amount of dues is set by the membership at the Annual or Special Meeting. When Annual Dues are increased, the guest and tenant fees for tennis court use and pool use will be increased proportionately. Dues for Club membership are due and payable by June 1 of each year. Bills are mailed on or before May 1 of each year. New memberships issued during the period September 1 through December 31, inclusive, will be charged a pro-rated amount for the remainder of the membership year (as defined on the then current membership form). New memberships issued during the period January 1 thru May 31, inclusive, shall be charged a prorated amount for the remainder of the membership year and

the full ensuing membership year (as defined on the then current membership form). Partial payments may be accepted at the discretion of the Board of Directors if membership is paid in full by the start of the membership year. No refunds shall be given.

**Section 3.** The funds of the Corporation shall be deposited in such bank or trust company as the Board of Directors may designate, and shall be withdrawn only upon the check or order of the Treasurer and President or the Treasurer and one other officer or officer personnel as designated by the Board of Directors.

Upon the dissolution of the Corporation, or the winding up of its affairs, the assets of the Corporation shall be distributed by the Board of Directors under the provisions of the NC Department of Revenue Code and its regulations, as they now exist or may hereafter be amended. No funds shall accrue or inure to the benefit of any individual member of the Board of Directors or other member of the organization.

#### **ARTICLE VII COMPLAINT/APPEALS**

**Section 1.** Appeals of any nature about the management or procedures of the Club should be directed to the Board, in writing, at PO Box 2196, Kill Devil Hills, NC 27948.

Complaints regarding the conduct of members, dependents, or guests shall be referred to the Board who shall make such investigations as may be reasonably possible and may elect to:

- a) Dismiss the complaint as groundless.
- b) Caution the member.
- c) Request a member to caution his/her dependent(s).
- d) Deny use of Club facilities to a member and/or his/her dependent(s), and/or his/her guest(s) for a specified period.
- e) Revoke Club membership and refund unused portion of the dues.

Complaints regarding the conduct or performance of Club employees shall be referred to the Board. Members are not to correct or instruct employees.

#### **ARTICLE VIII RULES OF ORDER**

The most current edition of Robert's Rules of Order shall be authority on all points not covered by the Bylaws (see Article II Section 8 "or modified version as determined by the Board")

#### **ARTICLE IX DIRECTORS' LIABILITY**

Every Director and every officer of the Club shall be indemnified by the Club against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him/her in connection with the Court proceeding to which he/she may become involved by reason of his/her being or having been a Director or officer at the time such expenses were incurred, except in such cases wherein the Director or officer is adjudged guilty by malfeasance or gross negligence in the performance of his/her duties. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being all in the best interest of the Club. The foregoing right to indemnification shall be in addition to, and not exclusive of, all rights of indemnification to which such Director or officer may be entitled.

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**COMPLIANCE WITH THESE BYLAWS, AND ANY POSTED RULES AND INFORMATIVE SIGNS, IS  
REQUIRED BY ALL MEMBERS AND GUESTS. SUCH COMPLIANCE IS AGREED TO BY REASON OF  
ACCEPTING CLUB MEMBERSHIP.**

**CHANGES TO THESE BYLAWS, AS AUTHORIZED BY THE MEMBERSHIP, WILL BE PROMULGATED BY**



## POSTING IN THE CLUBHOUSE.

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### Addenda

#### POOL RULES

Children under 11 years of age are not permitted to enter the pool area without a parent or care person.

The pool is not a day care center. Children dropped off at the pool without parental supervision are not the responsibility of the pool staff.

Any guest or tenant violating pool rules and regulations will be the responsibility of the sponsoring member.

Special parties or functions may be authorized by the Board of Directors of CHY&RC Inc. Applications must be made in writing. All pool rules and regulations apply to approved parties or functions.

#### GENERAL RULES

1. There will be a rest period of 10 minutes every hour on the hour for persons under age 18 years. Only those 18 years and older will swim at their own risk. Lifeguard protection is not available during this 10 minute break. No swimming or diving in the diving area (well) is permitted at this time.
2. Proper swimming apparel will be worn at all times in the pool.
3. Running is not allowed in the pool area.
4. Horseplay (i.e. towel popping, pushing people into the pool, shoulder riding, rough playing or unsafe action of any kind) is not allowed in the pool nor pool area.
5. Large balls, rafts, and tire tubes are NOT PERMITTED. Swimming aids and other water toys may be used with permission of the lifeguard.
6. Deep End Policy: When games (i.e. Sharks and Minnows, Star, etc) are being played in the deep end, the lifeguard reserves the right to close the diving board. If more people want to use the board then those playing the game the board will be reopened. The lifeguard will decide what is safe and what is not with regards to this policy.
7. Divers: Only one person is allowed on the diving board at a time. Swimmers must stay out of the diving area when the board is in use. Those waiting to use the diving board need to wait until divers in front of them are clear of the diving board. (Clear: the swimmer is at the ladder or out far enough from the board so as not to interfere with the next diver)
8. Alcoholic beverages ARE NOT PERMITTED anywhere in the pool area.
9. Glass is prohibited in the pool area.
10. Food and drink are not permitted in or near the pool edge. Individuals are responsible for cleaning up after themselves. Do not chew gum or tobacco in the pool nor pool area.
11. Pets are NOT PERMITTED in the pool nor pool area.
12. Abusive, offensive, or profane language is NOT PERMITTED.

#### Additional Kiddie Pool Rules:

1. Children 5 and over are not allowed in the kiddie pool
2. Children in diapers must use Swimmies/Swimmers or equivalent protection.
3. Parent or guardian must be with child at all times.

4. Guardian/Guest may accompany a member child as long as they are a bonafide guest in accordance with the CHY&RC Bylaws.

## **TENNIS COURT RULES**

### A) Introduction

1. These rules and regulations are established for the protection of all users of the court.
2. Members must explain these rules and regulations to their children, guests, and tenants. Misconduct will result in expulsion from the Court.
3. These rules are enforced by the Tennis Committee and BOD of CHY&RC

### B) Admission

1. Persons authorized to use the court include members and bonafide guests. A bonafide guest is defined as a person who resides outside of the Colington Harbour boundaries and is not eligible for CHY&RC membership. A Seasonal Weekly Tenant renting a home on a weekly basis is eligible to use the Tennis Courts if the property owner maintains a Seasonal Weekly renters membership. Those persons paying a monthly rent to a Colington Harbour property owner on a year round basis are eligible to join CHY&RC and can use the Tennis Courts under their membership agreement.
2. It will be required that a key be procured from the CHA Office Manager in order to gain access to the Tennis Courts. Fees and regulations for such are applicable.