

Briggs Farm Improvement Association

Marina Rules and Regulations

1. The Briggs Farm Improvement Association (hereafter called the “Association”, “BFIA” or “Lessor”) as record title holder of the deed to the Beach and Marina area, has authority and jurisdiction in all matters pertaining to the administration and management of the Marina and Beach facilities located within the Briggs Farm plat. Only Briggs Farm property-owners who are members in good standing of the Briggs Farm Improvement Association shall have the right to use the Beach and Marina Facility (also known as the “Beach Lot”), and only provided they comply with such rules and regulations as shall be developed and imposed from time to time by the Association for the use and operation of said Beach Lot. These Rules and Regulations have been adopted by the Briggs Farm Improvement Association Board of Directors (the “Board”); and **may be amended from time to time without prior notice**. The version that is currently in effect is posted on the Briggs Farm web site www.briggsfarm.org.
2. Dock slip lease applications, together with all appropriate fees and supporting documentation, must be received by BFIA's Dock Chairman (Dock Chairman) by April 30th each year. Compliance with this requirement will permit boat owners to lease the *same* dock space/slip they held the previous year. However, the Dock Chairman shall have the right and discretion to reassign a boat-owner to a different space/slip for any reason. Be advised that “TIME IS OF THE ESSENCE” with regard to the dock slip lease application. There is NO GRACE PERIOD. Applications and documentation will NOT be accepted after the due date. If payment and required documentation are not received by the Dock Chairman by April 30th, the Member will lose the dock slip assignment, and the dock slip will be re-assigned to another Member by the Dock Chairman. To reacquire a dock slip assignment, the Member must re-apply to be placed on the waiting list as a new applicant. It is the Member's responsibility to renew “on-time.” The Association will attempt to send renewal-packages to each member, but if a renewal-package is not received by the Member in time, the Member must contact the Dock Chairman or the Association Secretary to request a renewal package; and said renewal package must be completed and returned to the Dock Chairman together with all appropriate fees and supporting documentation, no later than April 30th.
3. If an assigned dock slip or pram/kayak space is not utilized/occupied by the *specified* fully-operational boat/kayak/pram, for a minimum of THIRTY (30) days in any one season, regardless of payment, that dock-slip or kayak/pram space shall be considered to have been forfeited, and shall be re-assigned the following season by the Dock Chairman.
4. Only the boat *specified* in the application may be docked in the assigned dock space. Boats must be operational and seaworthy. The Dock Chairman may request to observe operation of boat to verify that it is operational and seaworthy. Proof of ownership via a valid, current registration is required. A current, valid state issued registration shall be affixed to the boat and must be visible at all times. Boats docked at the Marina must be covered by liability insurance at all times. Only the pram or kayak specified in the application may be stored in the assigned location.
5. Kayaks or pram spaces may NOT be loaned, rented, or transferred to another party. The space assignee, or someone in their immediate family, must be present when the pram or kayak is accessed and launched.
6. Dock access is restricted to dock slip lessees and their guests. The boat owner must accompany guests while using docking facilities.
7. Docks are to be used exclusively for accessing and docking the assigned boat. Absolutely no swimming, diving, fishing, or shell fishing from the docks is allowed at any time around the “dock facilities” or boat ramp.
8. The Association does not have authority over moorings; however, it will report to the Narragansett Harbormaster, any mooring deemed a hazard to navigation or improperly used. Mooring owners that are current Members in Good Standing shall have the right to use the Boat Ramp (see rule # 32 regarding boat-

ramp access), Parking Area and Beach, however, they do NOT have the right to use the docks for loading, unloading, boat maintenance, or any other reason.

9. Members may use the Beach for launching a pram or kayak provided they respect the rights of other beach visitors and vacate the swim-rope area promptly.
10. Any watercraft, kayak or pram left unattended in the marina without a current space or rack assignment by the Dock Chairman is subject to removal at the boat owner's expense.
11. Dock spaces are limited to ONE (1) space per household/property owner.
12. Switching or trading of dock spaces is not permitted unless previously approved in writing by the Dock Chairman. Switching of positions on the Waiting List is not permitted. If a Member whose name is on a Waiting List is offered an assignment and declines, his or her name shall be removed from the Waiting List and he or she shall be required to re-apply to be added to the appropriate Waiting List.
13. Boat speed is limited to FIVE (5) MPH anywhere within the Marina, Mooring Field, or Beach area. The watercraft owner/lessee is responsible for their watercraft's wake, including but not limited to, any and all damages caused by an excessive wake. The Dock Chairman may revoke docking and Marina privileges for any infraction, including excess speed, or for the careless operation of a boat or watercraft.
14. Rafting of boats (i.e., tying one boat to another while docked) is not permitted. Only ONE (1) boat per dock space is allowed.
15. Lessee shall not store any supplies, gear, gasoline or other boating accessories upon any dock, walkway, or pier or in any areas in the Marina, beach area, and boat ramp. Refueling of a boat or watercraft is **NOT** permitted at, or on the docks, or in the waters of the Marina, with the exception of boats fitted with small motors (i.e., less than 10 HP) that are equipped with non-removable tanks integral to the motor or boat. In the latter case, no fuel container larger than THREE (3) gallons is permitted. Open flames of any kind are not permitted anywhere in the Marina. The smoking or "vaping" of any substance is not permitted anywhere in the Marina or beach facilities.
16. At the beginning of each season, each member household will be assigned one(1) vehicle "Hangtag" authorized for use only on those vehicles the member has registered as their *frequently used vehicles*. Only those vehicles registered with the Association and prominently displaying a current BFIA Hang-Tag associated with that vehicle may park in the Beach and Marina Area. All other vehicles are subject to towing at the owner's expense. The BFIA hires outside security which is on duty periodically during the season to monitor access to the beach, boat ramp, kayak, and marina facilities. Members/Lessees are required to check in when security is present prior to accessing the facilities. Any Member/Lessee who attempts to bypass security, or otherwise fails to comply, shall have their membership/lease privileges revoked.
17. *Watercraft on trailers* shall not be stored or parked in the Marina or access road to the Marina. No vehicles are permitted in the Beach or Marina area after closing (dusk) except members assigned a boat-slip to use their boat. *Overnight parking* of any type of vehicle or trailer at the Marina, or access road to the Marina, must be pre-approved by the Dock Chairman. Vehicles and trailers left overnight without permission, vehicles parked on the grassy or beach areas, or vehicles parked in a manner that is dangerous or impedes the use of the facilities by other members, may be towed at the owner's expense.
18. The Association has authority, including but not limited to, all docks, floats, etc. There shall be no private dock boxes or storage facilities permitted on Marina property.
19. Upon receipt from a member in good standing of a fully completed application and payment of all associated fees, the Dock Chairman will assign a specific dock-slip or area/location for any and all boats, prams or kayaks. The assignment of a particular dock slip or pram/kayak location is subject to change at the discretion of the Dockmaster who is responsible for the overall management and operation of the Marina and kayak/pram locations.

20. All boats, prams and kayaks must be removed from the Marina when the docks are removed for winter storage.
21. In the event of emergency or extraordinary circumstances, the Dock Chairman will attempt to notify all lessees that their boats must be removed from the marina within TWENTY- FOUR (24) hours. If unable to contact the lessee for any reason, BFIA reserves the right to move or remove the boat if deemed necessary to protect the marina or docks, at the owner's expense. BFIA will not assume responsibility for any damage to the owner's boat.
22. Maximum boat length for any dock space is twenty (20) feet with an eight (8) foot beam. Length is determined from the outmost point of bow, or pulpit, to the transom. Any dispute in boat length will be determined by the length stated on state boat registration. The Association may request a registered marine survey be completed to resolve disputes. Survey fees will be the responsibility of the boat owner whose boat is in dispute. Due to the configuration of the Marina not all slips are able to accommodate a boat of the maximum size. A potential lessee must check with the Dock Chairman to determine if his or her boat will fill in the available slip. A boat owner shall also be required to check with and obtain the written approval of the Dock Chairman prior to replacing a boat in a currently assigned slip. If a boat owner purchases a new boat that cannot be accommodated in his or her currently assigned slip, the Dock Chairman shall NOT be required to assign the boat owner a different slip. The boat owner shall be required to find accommodations for said boat outside of the marina and relinquish his or her currently assigned slip. The Dock chairman is responsible for the overall operation of the marina facilities and shall have complete control and discretion over the assignment and reassignment of dock slips.
23. Pontoon boats and jet skis/personal watercraft may not be used to fulfill the requirements of a dock slip lease. "Deck" boats are not permitted without the prior written approval of the Dockmaster.
24. Proof of liability insurance is required for all boats docked at the Marina. It is the lessee's obligation to obtain Comprehensive Insurance coverage for their personal property and to provide a "Certificate of Insurance" to the BFIA. The "BFIA" shall not be responsible for theft, damage, or loss of any personal property in the Beach or Marina facilities.
25. Only Briggs Farm Improvement Association members are allowed to reserve a kayak or pram storage space. Members may reserve up to TWO (2) kayak locations per household. Spaces are assigned by the Dock Chairman and switching or moving a pram or kayak to another space or location is not permitted unless previously approved by the Dock Chairman in writing.
26. Only deeded property owners in the Briggs Farm Plat shall be eligible to Lease Dock Space at the BFIA Marina. A potential Lessee shall be required to produce and deliver a copy of his or her current property deed to the Dock Chairman upon being notified that a dock space is available. The right to lease dock space at the BFIA Marina shall be deemed to be personal in nature to the proposed Lessee; and said rights may not in any way, manner or fashion be sold, sub-leased, gifted, hypothecated, negotiated, pledged, transferred, or assigned by a Lessee to any other person or entity, (except to Lessee's spouse). A Lessee may not, in the future, convey, transfer, or assign Lessee's rights under this Agreement to any other person or entity, by deed, or by virtue of or pursuant to any agreement, assignment, lease, will, trust or any other instrument or document.

For purposes of this section, only ONE (1) boat slip is allowed per property. Deeded Briggs Farm Property Owners who are members of the BIFA, have the right to use the beach lot and amenities and the right to apply for a boat slip or kayak rack. Renters (and their guests) shall have NO RIGHT to access or utilize the beach area, boat ramp, kayak/pram locations, marina and other amenities unless accompanied by the Property Owner.

For properties owned in the name of a trust, corporation, limited liability company, partnership, or other entity the following rules shall apply:

Each trust or entity shall be permitted to lease ONE (1) boat slip.

A maximum of ONE (1) boat slip is permitted per property. The owners of property held in trust, a corporation or limited liability company, or other entity, shall provide written documentation to the satisfaction of the Board of Directors, which evidences the individuals who are principal owner(s) of the entity that is the record owner of said property.

For purposes of use of the beach lot and amenities and the leasing of a marina boat slip, the following shall apply:

A. Trusts –The settlor(s) (i.e., creator(s)) of the trust and their immediate family shall have the right to use the beach lot and amenities. Only the settlor(s) of the trust shall be considered to be the owner of the property and shall have the right to lease a boat slip. Upon the death of a Settlor his or her surviving spouse shall be permitted to apply for the same boat slip. Any future beneficiary who inherits the property under the trust shall be required to place his or her name on the dock waiting list for a boat slip provided they are a member in good standing of the BFIA.

B. Limited Liability Company (“LLC”) – the Member(s) of the limited liability company and the immediate family of the designated “Member Owner” (as defined below) shall have the right to use the beach lot and amenities. Only the Member owning the majority of the membership interest (i.e., greater than 50%) in the LLC shall be deemed to be the owner of the property and lease a boat slip. If no member owns more than a 50% interest, then the Members shall be required to designate who the “Member Owner” shall be and advise the BOD in writing of their decision. In the event of the death of the designated “Member Owner”, his or her surviving spouse shall be permitted to apply for the same boat slip. A newly designated “Member Owner” who is not the surviving spouse of the deceased Member Owner or any other member of the LLC shall be required to place his or her name on the dock waiting list for a boat slip provided they are a member in good standing of the BFIA.

C. Corporations – the stockholder(s) of the corporation and the immediate family of the designated “Stockholder Owner” (as defined below) shall have the right to use the beach lot and amenities. Only the stockholder owning the majority of stock in the corporation shall have the right to lease a boat slip. If no stockholder owns more than a 50% stock interest, then the stockholders shall be required to designate who the “Stockholder Owner” shall be and advise the BOD in writing of their decision. In the event of the death of the designated “Stockholder Owner”, his or her surviving spouse shall be permitted to apply for the same boat slip. A newly designated “Stockholder Owner” who is not the surviving spouse of the deceased “Stockholder Owner” or any other stockholder of the Corporation shall be required to place his or her name on the dock waiting list for a boat slip provided they are a member in good standing of the BFIA.

In all instances, the Board of Directors shall have the discretion to consider exceptions on a case-by-case basis based on “hardship” or other “extenuating circumstances” upon the application and request of the proposed individual, trust, or entity member. The decision of the Board of Directors in each case shall be deemed to be final and binding on all parties.

27, The falsifying of any documentation or misleading the Association to obtain any membership rights or privileges, including but not limited to obtaining Association membership, assignment of a dock, kayak-rack or pram space, issuance of a parking hang-tag permit, beach reservation or boat-ramp use privilege, shall result in immediate loss of ‘good-standing’ status, termination of BFIA membership and loss of all privileges of BFIA membership.

28, Members shall not use or permit the Marina and Beach facilities to be used for any disorderly or unlawful purposes. Members shall not use foul language, play loud music, or otherwise create or permit noise levels that interfere with the peaceful use and enjoyment of the Marina and Beach Facilities by other Members or their guests. Members shall not conduct or permit any hazardous act or activities and shall not harass or disturb other Members or guests. Member is responsible for the conduct of Member’s family members, guests, and invitees.

29, BFIA will assess all slip assignees an additional fee of FIFTY Dollars (\$50.00) per occurrence, as a “non-participation” assessment, if the slip assignee does not attend the scheduled fall and spring dock “workdays”, , to prepare docks and marina property for winter storage or summer use.

- 30. Boat slips are to be used for recreational purposes only. No commercial uses are allowed. No storage of cages, traps or nets is allowed in the Marina or on docks.
- 31. Water spigots are for the exclusive use of boat owners to wash / rinse boats and related equipment and are not to be used for power washing. Power washing is strictly prohibited in Marina. Car washing and “horse play” with the water spigots is not permitted. Spigots must be shut-off and hoses rewound when finished.
- 32. The Boat Ramp will be locked by a chain and combination lock. BFIA members in good standing shall be provided with the unlocking code only after they submit to the BFIA Dock Chairman a “Certificate of Insurance” covering the watercraft, they propose to launch using the ramp and payment of the seasonal fee (currently \$100.00) for non-dock slip holders. Use of the BFIA boat ramp is limited to boats under thirty (30) feet in length. It is the member's responsibility to re-lock the ramp immediately after use. Revealing the lock code or unlocking the ramp chain for any non-member, or any member who has not submitted a certificate of insurance is grounds for loss of membership privileges.
- 33. Discarding of any trash into the water, including shells and fish scraps, is prohibited by the Town of Narragansett and the BFIA.
- 34. BFIA does not provide trash receptacles in the Beach or Marina facility because they draw vermin and other unwanted creatures. Therefore, members must take all trash with them and properly dispose of all trash at their home.
- 35. No electrical or extension cords are to run on the docks as this presents a safety hazard. Portable generators are not permitted on the docks.
- 36. Personal property including lifejackets, paddles, beach chairs, paddleboards, toys, etc. must not be left or stowed anywhere on the Beach or Marina property (e.g, under the kayak racks or behind the shed). All personal property left unattended may be discarded.
- 37. The Member/Lessee hereby understands and acknowledges that unlike a condominium association or homeowner’s association, the BFIA is a private organization and that the granting of a boat slip and/or a kayak/pram rack in the Marina to Member/Lessee; and the use of the beach, boat ramp, parking area and other amenities, is a privilege and not a vested right. BFIA/Lessor shall have the right to revoke said privileges and terminate a Membership/ Lease if a Member/ Lessee fails to comply with the Member/Lessee’s obligations as set forth herein.

The Member/Lessee covenants and agrees that they have read, understand, and hereby accept the *BFIA Marina Rules and Regulations* as set forth above, and further acknowledges that the Member/Lessee’s violation of these Rules and Regulations shall result in the cancellation/termination of Lessee’s Dock, Beach, and Marina privileges by Lessor.

Signature of Member/Lessee: _____ Date: _____

 Printed Name