

RULES AND REGULATIONS
of
THE FAIRFAX YACHT CLUB

October 14, 2008

General

1. The Fairfax Yacht Club condominium Unit Owners Association (FYC), acting through its Board of Directors and in accordance with Article III of the Bylaws, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Wherever in these Regulations reference is made to "Unit Owner" or "member", such terms shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of said Unit Owner, his family or tenant of said Unit Owner. Wherever in these Regulations reference is made to the "FYC", such reference shall include the Association as well as the Dockmaster and Managing Agent when they are acting on behalf of the Association.

3. Members shall comply with all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction and shall likewise comply with all Regulations set forth herein.

4. Unit owners shall comply with all provisions of the Club's By-laws and Rules & Regulations. In addition to other remedies available to the Club under the By-laws and Rules & Regulations, any lack of compliance with the By-Laws and/or Rules & Regulations shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity by the Club, and the Club shall be entitled to recover attorneys' fees, costs, and other reasonable expenses relating to the matter.

5. FYC reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or Board of Directors.

6. A copy of the Rules and Regulations adopted from time to time, as herein provided shall be posted in a conspicuous place.

7. In the event of any resale of a unit, the unit owner shall disclose in the contract that the unit is located within a development that is subject to the Virginia Condominium Act, and the unit owner shall request from the Unit Owners' Association a Resale Certificate, and provide it to the purchaser.

Upon FYC's receipt of such request, the FYC shall prepare and provide the owner with a Resale Certificate for a fee of \$100.00, plus an additional \$50 for each security card not available for transfer to the purchaser. FYC also shall timely notify unit owners in writing of its receipt of such request.

8. All buyers or transferees (i.e., existing and/or new owners, and all holders of partial ownership interests of units) obtaining a new interest in a FYC unit (including transfers by

sale, deeds of trust, or by any other means of conveyance) are required to complete and submit to FYC a FYC Unit Owner Registration Certificate within fifteen (15) days of such transfer.

Failure of any existing or new owner(s) to provide such notification of transfer within fifteen (15) days following the effective date of the transfer, shall result in the assessment of an aggregate fine of Ten Dollars (\$10.00) per day against such new owner(s) until such proper notification is duly received and acknowledged by the FYC.

9. Unit owners are required to timely complete and submit to FYC, within the time frame as determined by the Board of Directors, updated information such as mailing address, e-mail address, phone number(s), authorized agent name, etc. Owners who fail to comply with this provision may be liable to suspension of the use of FYC facilities.

10. The owners of all vessels moored at FYC are required to timely complete and submit to FYC, within the time frame as determined by the Board of Directors, an FYC Vessel Registration Form containing such vital information as emergency point of contact, insurance information, etc. Vessel owners who fail to comply with this provision may be liable to suspension of the use of FYC facilities.

11. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Bylaws or Articles of Incorporation, the latter shall prevail.

Restrictions on Use

1. No part of the Condominium other than Convertible Space and Condominium Units shall be used for any purpose except yacht dockage and the common purposes for which the Condominium was designed. Each Unit shall be used as a yacht unit for its owners or renters and their guests, and no more than one vessel may be moored in any Unit. In addition, each unit shall be used exclusively for mooring yachts or boats only that conform to specified rules and regulations, and no boat lifts, jet docks, floats, or any other auxiliary apparatus, fixtures, devices or similar articles shall be allowed.

2. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent the Board of Directors except as herein or by the Bylaws expressly provided. No Unit shall be modified by any member in any manner.

3. No portion of any Unit (other than the entire Unit) shall be leased for any period. Any existing lease or other agreement, whether oral or written, between a Unit Owner and a lessee or other occupant shall be deemed to include, whether or not stated therein, and shall be subject to, provisions which (i) require the lessee or other occupant to comply with the Condominium Instruments and Rules and Regulations, (ii) provide that failure to comply constitutes a default under the lease or other agreement, and (iii) provide that the Board of Directors may terminate the lease or occupancy agreement and bring summary proceedings to evict the lessee or other occupant in the name of the Unit Owner after forty-five days prior written notice to such Unit Owner for any such instance of non-compliance by the lessee or other occupant. To this end, the Board of Directors has approved a standard lease form for use by Unit Owners. Each Unit Owner shall promptly, following the

execution of any lease of a Unit, forward a conformed copy thereof to the Board of Directors.

4. No Unit shall be subject to or used for any timesharing, cooperative, licensing or other arrangement that should entail weekly, monthly or any other type of revolving or periodic occupancy by multiple Unit Owner cooperators, licensees, or timesharing participants.

5. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the clubhouse or contents thereof or docks or grounds without the prior written consent of the Board of Directors. No Member shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the clubhouse or contents thereof or docks or grounds, or which could be in violation of any public law, ordinance or regulation. No petroleum products (gasoline, diesel) or other explosive or flammable materials may be kept in any Unit, vessel or storage area except for petroleum products in certified gas and diesel tanks. No waste shall be committed on the Common Elements.

6. Any damage to the grounds, clubhouse, or dockside area or other Common Elements or equipment caused by a Unit Owner shall be repaired at the expense of the Unit Owner.

7. Each Member shall keep his Unit in a good state of cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom, any trash or other substances.

8. All vessels shall be kept seaworthy and in a good state of repair. No vessel shall be kept in any Unit that is unsightly and/or in such a state of disrepair as to detract from the high esthetic standards of FYC. Similarly, no extended or major overhaul of any vessel may be undertaken in any Unit so as to create a defacto dry-dock/maintenance yard semblance. While routine maintenance is not only permitted but encouraged, the tools, cleaning materials, paint, debris and other items associated with such activity shall be kept safely stored and out of view when not in use, and all such activity shall be carried out expeditiously.

9. With the exception of the even numbered (east) side of E Dock, where vessels up to 50' in length may be moored, no vessel is permitted which, when tied properly, projects beyond the confines of the slip.

10. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the clubhouse or docks; nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors.

11. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Members. No Member shall make or permit any disturbing noises or do or permit anything, which will interfere with the rights, comforts or convenience of other Members. All Members shall keep the volume of any radio, television, musical instrument or other sound producing device in their Unit sufficiently reduced at all times so as not to disturb other Members. Despite such reduced volume, no Member shall operate or

permit to be operated any sound producing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy occupants or other Units.

12. No Unit shall be used for any unlawful, improper, immoral or offensive purpose and no Unit Owner shall commit or permit such acts in or upon his Unit. Unit owners are responsible, at all times, to ensure the proper conduct of their family members, guests and visitors while on the premises.

13. Children shall be permitted within the marina, provided that they are under the care and supervision of a responsible adult. Children shall at all times be subject to the provisions of these Regulations.

14. No heating devices (except those expressly manufactured and approved for unattended marine use) and no lights (except for permanently installed fixtures) are to be operated on boats without the owner or his representative aboard unless approved by the Board of Directors. Open flames and/or charcoal burners are not permitted anywhere on the docks, including moored vessels. This rule is essential for the fire protection of all boats in the harbor.

15. Unit Owners will keep all walkways clear. No lines, hoses or other objects are to be left on dock walkways in such a way as to create a hazard.

16. When not in service, all halyards or other lines shall be so secured as to prevent their causing noises or sounds that may be disturbing to others including adjacent landowners.

17. No bathing or swimming from the piers or banks of the marina is permitted. Fishing, subject to applicable state and municipal regulations, is permitted; however, such activity, particularly the casting of hooked lines, must be done only with due regard for the safety of other persons and property. Children must be closely supervised at all times when fishing. No debris (dead fish, bait, containers, etc.) is to be left on the docks.

18. No persons will be admitted to the clubhouse except Unit Owners, guests, or visitors; all others calling upon Unit Owners or having business connected with FYC shall be admitted to the below deck area only

19. Unit owners are responsible for cleaning up and disposing of soil created by their animals. Animals will not be allowed in the clubhouse.

20. No animal shall be allowed to create or cause a disturbance or nuisance. Dogs must be maintained on a leash at all times. Any offending animal or pet shall be permanently and immediately removed from the property upon verbal notice from the Dockmaster or Managing Agent. The owner of any pet or animal shall be liable for any and all damage caused by said pet or animal to any part of the condominium property, or any other property operated by FYC.

21. All garbage and trash must be placed in plastic trash bags and placed in garbage containers located on the grounds. No garbage or trash shall be placed elsewhere on the premises.

22. No baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the clubhouse, grounds, dockside area, parking areas, or elsewhere on the Common Elements. No such items may be placed in such a way as to impede pedestrian or vehicular traffic.

23. The rest rooms and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The dumping of portable toilet material into the rest room toilets is expressly prohibited as the chemical contents of said devices are deleterious to the functioning of the septic system serving the rest rooms. The dump out station is the proper means to dispose of such material.

24. The T-Docks shall be used for short-term docking and utility purposes only. Boats resident to FYC shall not be docked overnight except for emergencies or extenuating circumstances. T-Dock usage shall be limited to the following: (i) boat cleaning, (ii) passenger pick-up and drop-off, (iii), repairs that the T-Dock will facilitate, (iv) short returns to FYC, (v) guest docking, or (vi) transient docking. Transient docking shall be arranged with the Dockmaster and shall include a \$20.00 per night charge.

Security

1. Any Unit Owner who observes activity that appears to threaten the safety or security of FYC should report the matter immediately to the Dockmaster, the Managing Agent or a member of the Covenants Committee or the Board of Directors.

Parking and Storage

1. All personal property placed in any portion of the grounds or clubhouse, or any place appurtenant thereto, shall be at the sole risk of the owner thereof, and FYC shall in no event be liable for the loss, destruction, or theft of, or damage to, such property.

2. Should an employee or officer of FYC at the request of a Member move, handle or store any articles in the unit or remove any articles therefrom handle, move, park or drive any vehicle or transportation device placed in the parking areas, then, and in every such case, such employee or officer shall be deemed the agent of the Member. FYC shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

3. Unless otherwise authorized by the Board of Directors, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational vehicles or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for the purpose by the Board of Directors. All vehicles must have current license plates and be in operating condition. The FYC parking areas shall not be used for the purpose of advertising the sale of vehicles.

4. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by FYC or by municipal authorities. Parking on the premises in other than designated parking areas is expressly prohibited. Vehicles parked in violation of these or any pertinent municipal regulations may be towed away at the Unit Owner's sole risk and expense.

5. If any vehicle owned or operated by a Unit Owner shall be illegally parked or abandoned on the Condominium premises, FYC shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify FYC against any liability which may be imposed on FYC as a result of such illegal parking or abandonment and any consequences thereof.

6. The Board of Directors shall designate areas suitable for wet and dry storage of dinghies and tenders.

Entry Into Units

1. The agents of the Board of Directors, the Managing Agent and the Dockmaster and their agents and any other contractor or workman authorized by the Board of Directors, the Managing Agent or the Dockmaster may enter any Unit or vessel moored therein with the written permission of the Unit Owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit or vessel for the presence of explosive materials, leaks, vermin, insects or other pests and other unsafe or potentially injurious conditions and for the purpose of taking such measures as may be necessary to control the situation.

2. Employees and agents of FYC are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of any Unit Owner. If packages, keys (whether for a boat or an automobile), money or articles of any description are left with the employees or agents of FYC, the Unit Owner assumes the sole risk therefor and for any damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. FYC does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's vessel will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

3. Any watercraft occupying a slip unit shall be secured so as to prevent release of vessel, damage to vessels or harbor property or other property of any type. Should the Dockmaster, the Managing Agent or any officer of FYC or their agent deem it necessary to enter upon any vessel or condominium property for the purpose of protecting same, he shall not be liable for any damage not the result of gross negligence. The Dockmaster or his agent shall be entitled to reasonable compensation for labor, equipment or parts used or expended in and about the protection of any vessel or condominium property. Such charges shall be the responsibility of the individual Unit Owner receiving such assistance.

Consideration in Use of Units

1. All persons shall be properly attired when appearing in the clubhouse, on the grounds, or at dockside
2. Unit Owners are cautioned against excessive use of soaps and other detergents, which may cause overflow of suds in the river. Detergents and soaps shall be used only pursuant to manufacturers' instructions.
3. Solicitors are not permitted. If any Unit Owner is contacted by a solicitor, the Dockmaster or Managing Agent should be notified immediately.

Association

1. All charges and assessments imposed by the Association are due and payable on the first day of each fiscal year unless otherwise specified. Payment shall be made by check payable to the Condominium in accordance with instructions in the notice of assessment. Such checks may be entrusted to the Dockmaster or Managing Agent. Payments of assessments should not be made in cash.
2. A late fee of \$10 will be assessed for payments not made within 10 days and another late fee of \$50 will be charged for payments not made within 30 days. After that period, accounts will be referred for legal action and expenses for legal fees will begin to accrue.
3. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of the Dockmaster, the Managing Agent, any officer of the Association or any agent of the foregoing.

Suspension of Right to Use Recreational Facilities

1. In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors shall have the right to bar the use by a Unit Owner of any of the facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws.
2. Any Unit Owner who, having received due notice, continues to fail to comply with any of the Rules and Regulations as published herein and as from time to time modified and promulgated by FYC, shall be liable to suspension of use of the facilities at the discretion of the Board of Directors.

Special privileges

1. The Board of Directors may extend any of the privileges of the Club, upon such terms and conditions and for such period as it may deem advisable, to any person whose position, attainments, and character, or whose intended use of such privileges will, in the opinion of the Board, justify such action.