

RULES AND REGULATIONS
Of
THE FAIRFAX YACHT CLUB, INC.
(Revised May 1st, 2022)

Intent of Rules and Regulations

The intent of these Rules and Regulations is to protect the investments of the Unit Owners and the Fairfax Yacht Club, to ensure that all Unit Owners, their Tenants and their guests enjoy the beauty and operation of the Fairfax Yacht Club, to clarify and implement the By-laws, and to set forth restrictions that enhance maintaining and operating the Club for the benefit of all, Unit Owners and Tenants alike.

A. Basis for Rules and Regulations

1. The Fairfax Yacht Club Condominium Unit Owners Association (FYC), acting through its Board of Directors and in accordance with Article III of the By-laws, has adopted these Rules and Regulations (“Regulations”).

2. a. Wherever in these Regulations reference is made to “Unit Owner”, such terms shall apply to the Owner of any Unit, to his family, employees, agents, visitors and to any guests, invitees, or licensees of said Unit Owner.

b. Wherever in these Regulations reference is made to “Tenant(s),” such term shall include any lessee, licensee, permittee or other person whose vessel is occupying a Unit with permission of the Owner of that Unit.

c. Wherever in these Regulations reference is made to the “FYC”, such reference shall include the Condominium Unit Owners Association as well as the Directors, Officers, and the Dockmaster when they are acting on behalf of the Association.

d. Wherever in these Regulations the term “visitors” is used, the term shall include all persons having business with Unit Owners, Tenants, or the FYC itself, such as contractors, boat brokers, and prospective Unit purchasers, boat buyers, and Tenants.

e. The term “Common Elements” includes all areas of the FYC, including the Limited Common Elements (E-Dock roof and supports), except the actual Units.

3. Unit Owners, Tenants, and all persons on the FYC premises shall comply with all valid laws, zoning ordinances, use permits, and regulations of all governmental bodies having jurisdiction and shall likewise comply with all Regulations set forth herein.

4. 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 FYC or the Board of Directors.

5. A copy of the Rules and Regulations adopted from time to time, as herein provided shall be made available on the FYC website and, upon request by a Unit Owner or Tenant, shall be individually provided in paper or electronic copy.

6. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the By-laws, the latter shall prevail.

B. Sale of Units, Payment of Assessments, Owner Registration

1. As is required by Virginia statute, 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. Upon request by a Unit Owner or that Owner's authorized agent, the FYC shall prepare a Resale Certificate and provide it to the requestor or the requestor's designee.

Upon FYC's receipt of such request, the FYC shall prepare and provide the Resale Certificate. The fee for such Resale Certificate shall be (A) if in paper format, a fee of \$150 for no more than two hard copies, plus \$25 for each additional copy, plus the cost of any delivery in excess of first class mail postage; (B) if in electronic format, a fee of \$125, for a copy to each of the following named in the request: the seller, the seller's authorized agent, the purchaser, the purchaser's authorized agent, and not more than one other person designated by the requester.

The new owner shall pay to the FYC a \$50 Transfer Fee which is to cover administrative costs associated with the registration of the new Unit Owners.

Within fifteen (15) days following the effective date of the transfer of title, the new Owner shall complete and file with the Dockmaster an Owner Registration Form (available on web site). Failure to do so may result in the assessment of Ten Dollars (\$10.00) per day against such new owner(s) until such proper notification is duly received and acknowledged by the FYC.

2. All Unit Owners shall provide FYC an Owner Registration Form (available on FYC Website) containing an up-to-date record of address, e-mail, and valid signature for purposes of notification and election validation. For Units owned by multiple parties, all owners should be listed. It is essential that Unit Owners make certain that the form on file is current.

3. All assessments imposed by the FYC are due and payable on the first day (March 1) of each fiscal year unless otherwise specified. A Unit Owner may elect to pay the assessment in two installments, due March 1 and September 1. If an owner chooses to pay her/his assessment in two installments, a \$5 fee shall be added for each anticipated payment, *i.e.*, \$10 for two payments. Payment shall be made by check payable to the "Fairfax Yacht Club" in accordance with instructions in the notice of assessment. Such checks may be entrusted to the Dockmaster. Payments of assessments shall not be made in cash.

4. Whenever any payment due date or deadline falls on a Saturday, Sunday, or observed holiday, that payment shall be due on the next business day.

5. A late fee of \$10 shall be assessed for payments not made within 10 days of due date and another late fee of \$50 shall be charged for payments not made within 30 days of due date. For accounts for which payment in full has not been received within 60 days, the Board may file a Memorandum of Lien in Fairfax County. For accounts for which payment in full has not been received within 90 days, the Board may file a Warrant in Debt in General District Court. In all cases, the Board will make every effort to resolve the issue before proceeding with harsher penalties. In the event that those collection efforts are unsuccessful, or for any other violations of the By-laws or these Rules and Regulations, the Board may direct the FYC

attorney to commence legal proceedings to pursue whatever remedies are available under Virginia or Federal law, including proceedings in admiralty.

6. 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 or the Unit Owner's Tenant(s) of the Clubhouse for failure to make payment of any assessments or fees due as provided for in Virginia law, the By-laws, or Rules and Regulations. Unit Owners maintain the right of access to the FYC property and their Unit(s).

C. Registration of Vessels

1. All vessels moored at FYC must have a current State or Federal registration and display such numbers as are required by law.

2. All Unit Owners and Tenants mooring a vessel at FYC shall ensure that FYC has a completed Vessel Registration Form on file at all times, and that the information on the form is current and accurate. All vessels shall be covered by liability insurance (a minimum of \$300,000 single-limit coverage). Evidence of insurance coverage shall be provided with the Vessel Registration Form. It is incumbent upon the vessel owner to provide updated documentation when expiration of the current policy occurs and to keep the vessel owner's contact information current.

3. The Dockmaster shall review the documentation to verify that a complete Vessel Registration Form and evidence of the requisite insurance are present. If any of the documents are missing or incomplete, the Dockmaster shall return the documents to the Unit Owner or Tenant for corrective action and re-submission. If the documents are complete, the Dockmaster shall file them and shall annotate the FYC Information Spreadsheet accordingly.

4. The Dockmaster shall measure each newly-arriving vessel to ascertain that it fits within the Unit to be occupied as required by the By-laws, which states, "[N]o boat or yacht shall exceed the size of the Unit so used or occupied." See "Specific Unit Restrictions," below.

D. Leasing of Slips

1. No portion of any Unit (other than the entire Unit) shall be leased for any period. Any 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, (iii) require that the vessel be covered by a policy of liability insurance in the minimum amount of \$300,000, and (iv) 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.

2. To satisfy the requirements of 1. above, the following statement shall be utilized in any lease or written license or permission [the version set forth in the November 14, 2017 edition of the Rules and Regulations may continue to be used]:

"1. Lessee/Tenant acknowledges that the Unit being occupied is a condominium unit in the FYC condominium. Lessee/Tenant acknowledges that he/she/it is subject to the FYC Condominium Instruments (Declaration, Bylaws, Rules and Regulations) and to all

governmental and/or regulatory permits affecting the Condominium, both current and future, without regard to whether he/she/it and has read them. Copies are available on the FYC website: www.fairfaxyachtclub.com.

“2. Failure to comply with those documents constitutes a default under the lease or other agreement, and under the Bylaws ‘failure to comply constitutes a default under the lease or other agreement, and. . .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.’

“3. The Lessee/Tenant will have access to Fairfax Yacht Club Condominium (“Condominium”) facilities as stipulated in the Rules and Regulations. Lessee/Tenant acknowledges that the use of the Condominium's facilities is at Lessee/Tenant’s sole risk.

“4. Lessee shall obtain and at all times maintain a policy of marine insurance for indemnity and liability coverage. Such coverage shall include, without limitation, \$300,000 liability coverage for personal injury and property damage. Lessee agrees to provide evidence of such insurance coverage and a Vessel Registration Form to FYC prior to occupying the Unit, and recognizes that access cards may be deactivated until this has been accomplished and a Vessel Registration Form has been furnished. Lessee/Tenant hereby agrees to immediately inform in writing the FYC Dockmaster and the Lessor of any address change. This is essential so that FYC may notify affected persons of emergencies and other urgent events.”

3. In the event that a slip/unit is occupied by a vessel other than one owned by the Unit Owner or the Unit Owner’s spouse and a written lease is not utilized, the vessel owner shall execute a document containing the provisions set forth in 2 above.

4. Upon executing a lease with a Tenant or permitting someone to occupy a Unit/Slip without a formal lease, the Unit Owner shall deliver to the Dockmaster the following documentation, and access cards will not be activated or, if already activated, may be deactivated until this has been accomplished.

a. A fully completed Vessel Registration Form which shall include the Tenant’s telephone number, e-mail address (if any), and street address (it is essential that FYC be able to contact a vessel owner in the event of emergency);

b. Proof of liability insurance on the vessel in a minimum amount of \$300,000;

c. Either a copy of the lease or a signed statement as set forth in 2. above. Lease price may be redacted.

5. The FYC does not condition or prohibit the rental of a Unit to a Tenant by a Unit Owner, and does not impose any rental fee, application fee, or other processing fee of any kind upon a lease or equivalent transaction. There are fees for services rendered, such as sales of ice, fines, and the use of land or water storage for PWCs, dinghies, and kayaks, all as described elsewhere in these Rules and Regulations.

E. General Restrictions on Use

1. 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.

2. No Unit shall be used for other than docking of boats and yachts and the related common purposes for which the Property was designed. No more than one vessel may be moored in any Unit; this

does not preclude carrying dinghies or equivalent aboard vessels and not afloat. In addition, each Unit shall be used exclusively for mooring yachts or boats only that conform to specified rules and regulations. No boat lifts, jet docks, floats, or any other auxiliary apparatus, fixtures, devices or similar articles are permitted in Units. On a case-by-case basis the Board will consider requests to place in a Unit a PWC float in lieu of a boat.

3. There shall be no obstruction of the Common Elements, including grounds, Clubhouse decks and interior, and docks including finger piers. Nothing shall be stored on the Common Elements without the prior consent the Board of Directors except as herein or by the By-laws expressly provided. No Unit shall be modified by any Unit Owner or Tenant in any manner.

4. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Clubhouse or the contents thereof or for docks or grounds without the prior written consent of the Board of Directors. No Unit Owner or Tenant 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.

5. Any damage to the grounds, Clubhouse, piers, or dockside area or other Common Elements or equipment caused by a Unit Owner or by a Tenant, or by the family, guests, or visitors of either, shall be repaired at the expense of that Unit Owner or Tenant.

6. 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.

7. Children in the marina must be under the care and supervision of a responsible adult. Children shall at all times be subject to the provisions of these Regulations. Those responsible for children aboard FYC should impress upon them the danger of running on piers and docks, and are encouraged to assure that children wear appropriate personal floatation devices.

8. All vessels shall be operated in a safe and responsible manner and in accordance with customary marine operation standards.

9. According to FYC's Fairfax County Special Use Permit, "Boat owners shall be allowed to spend the night on their boats occasionally, but not on a permanent basis." If action by any Unit Owner or Tenant shall cause FYC to incur legal fees defending against County action resulting from an alleged violation, FYC may recover those legal fees and charges from the Unit Owner.

10. A Slip Owner (Owner) shall not occupy or use the slip or permit the slip or any part thereof to be occupied or used for any purpose other than as a private docking facility. No slip or dock structure shall be used or permitted to be used for any commercial purpose or activity. "Commercial purpose or activity" shall mean any activity for which an Owner, or other person, firm or entity receives cash, credit, or any other form of valuable consideration for the use of the slip and dock structure, and includes but is not limited to, renting, leasing, subleasing, licensing, or permitting the use of slips, dock structures or boats, chartering of boats, and boarding paying passengers. "Commercial purpose or activity" shall **not include** the renting, leasing, or subleasing of a slip by an Owner that is approved in advance pursuant to the rules of the FYC. Any questions regarding what is and what is not a 'Commercial purpose or activity' shall be directed to the Board for

review, comment, and guidance before any slip or dock structure is used for any purpose or activity other than for a private docking facility.

F. ACCESS CARDS

1. Each Unit is authorized four (4) access cards, each of which has a unique number. Each Unit Owner who leases that Unit, or otherwise permits another person to place a vessel in that Unit, must inform the Dockmaster verbally in the office or by e-mail or other written document, which access cards the Unit Owner wishes to assign to the Tenant for use by the Tenant. For security reasons, it is essential that the FYC records reflect who is assigned which cards, as the FYC security system records card use. Lost cards can be replaced for a fee of \$25.00 each. Damaged or malfunctioning cards will be replaced at no charge provided the old card is turned in.

2. No Unit Owner's or Tenant's access cards shall be turned off to bar use of entrance gate, Clubhouse doors, restrooms, or ice machine except by majority vote of the Board of Directors, recorded in the minutes. Because of the Virginia Condominium Act prohibition on restricting access to condominium units, gate access of Unit Owners shall not be turned off absent legal action to authorize such action. The Dockmaster may turn off a Tenant's access cards at the termination of a lease or other occupancy agreement, without Board of Directors' action. Access cards being used by unauthorized persons, and cards not recorded as having been assigned to Unit Owners or Tenants, may be turned off by the Dockmaster at his discretion; he shall promptly notify the Board members by e-mail of any such actions.

3. Access cards may be issued to FYC contractors to afford access to the gate, restrooms, and such other areas of the facility as they need to perform their contract work. The cards shall be provided at no cost, except replacements for lost cards shall be priced at \$25 each. The Dockmaster shall deactivate cards and request their return upon conclusion of the work or expiration of the contract term.

4. Access cards activated for the gate and restrooms may be permanently issued to outside contractors who regularly perform work on vessels of Unit Owners and Tenants, provided that such contractors have provided proof of compliance with applicable local jurisdiction license requirements, if any, and have provided evidence of having liability insurance in a minimum amount of \$300,000. Subsequent to the effective date of this provision, such cards shall be provided upon payment of \$25. Cards already issued may remain in effect without charge. In all cases, replacements for damaged cards shall be provided at no cost and replacements for lost cards shall be priced at \$25 each. The Dockmaster shall deactivate such cards and request their return if the required information is not current or the contractor ceases to work at FYC.

G. Specific Unit Restrictions

1. FYC Vessel Owners must obtain clearance from, and provide a completed Vessel Registration Form to, the Dockmaster upon placing a boat into a Unit. This form is available on the FYC website. Unit widths may vary due to variations in dock construction and mooring piling location. Therefore, approval to moor vessels "new" to FYC must be determined by the Dockmaster on a case-by-case basis. Owners who fail to obtain permission from the Dockmaster prior to bringing in a new boat and/or fail to provide the Dockmaster with a proper Vessel Registration Form may be subject to a fine of \$50 (unless the Board of Directors shall find that there were mitigating circumstances) and deactivation of access cards assigned to the Unit until the matter is rectified.

2. With the exception of the even-numbered downstream side of E Dock, where vessels up to 50' in length may be moored, no vessel is permitted which exceeds the size of the Unit so used or occupied, (See Unit Restrictions and Sizes on the FYC Website). The length of a vessel shall be the actual length at its longest point (as opposed to the manufacturer's reported vessel length). The beam of a vessel shall be the manufacturer's reported beam at its widest point. If an oversized boat is moored in a Unit, the owner of the Unit containing the non-compliant boat will be given written notice from the Board that the boat is in violation of FYC's By-laws and Rules and Regulations and that he/she is subject to a fine of \$10 per diem if the boat remains in the Unit (unless the Board of Directors shall find that there were mitigating circumstances).

3. Each Member shall keep his/her Unit and the adjacent common elements 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, or any trash to be left on the common elements.

4. No activity shall be carried on in any Unit or on the Common Elements which may be or become an annoyance or nuisance to the other Unit Owners and Tenants. Unit Owners or Tenants shall not make or permit any disturbing noises or do or permit anything, which will interfere with the rights, comforts or convenience of other Unit Owners and Tenants. In accordance with the Fairfax County Noise Ordinance, no Unit Owner or tenant shall operate or permit to be operated and sound-producing devices between the hours of ten o'clock p.m. and the following seven o'clock a.m., if such operation shall disturb or annoy occupants of other Units or of properties outside of FYC.

5. No Unit shall be used for any unlawful purpose nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners and Tenants. No Unit Owner shall commit or permit such acts in or upon his his/her Unit. Unit Owners and Tenants are responsible, at all times, to ensure the proper conduct of their family members, guests, and visitors while on the premises.

6. Unit Owners and Tenants 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. During winter months, all ropes and hoses should be kept off the pier walking areas to avoid damage to snow removal equipment.

7. No bathing or swimming from the piers or banks of the marina is permitted. Due to possible electric currents in the water, this activity is hazardous. 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.

8. No persons will be admitted to the Clubhouse except Unit Owners, Tenants, guests, or visitors.

9. Unit Owners and Tenants are responsible for cleaning up and disposing of droppings created by their pets. Pets are not allowed in the Clubhouse. Guide dogs and other service dogs are permitted in the Clubhouse.

10. Pet owners or handlers shall take effective action to control any animal which is creating or causing a disturbance or nuisance and immediately remove any offending animal from the premises upon verbal notice from the Dockmaster. Dogs must be maintained on a leash or under the complete control of the owner at all times. 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.

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

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

13. 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 such as mechanical breakdowns, weather related issues, etc. Unit Owners and Tenants may invite one guest vessel at a time to moor as a transient on the A, B, D, or E T-Dock for not to exceed two nights, on a space available basis. Such transient docking should be arranged in advance with the Dockmaster and shall include submission of a Vessel Registration Form and a \$10 per night charge to cover the costs of the FYC furnishing electricity, water, and other services.

14. Solicitors are not permitted, other than from Cox Communications pursuant to an agreement between Cox and FYC.

15. Employees and agents of FYC are not authorized to accept packages, keys, cash (except for small purchases of ice or items from the ships' store), 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 from or connected with. 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.

H. Common Area Use

1. This policy sets forth procedures for managing the use of the limited space in the Common Area between E-dock and the shoreline (water storage) and the dinghy/kayak rack (land storage). It establishes a system to allow for storage of small boats, dinghies, kayaks, personal watercraft (PWCs) and other types of watercraft by the Unit Owners and Tenants.

2. This policy is established by and under the control of the Board, but it is managed by the Dockmaster.

3. Unit Owners and Tenants in good standing are eligible to utilize the land and water storage areas. Good standing means that payments of all dues, assessments, fines, and fees are current, and that Unit and Owner registration information is on file and current. Tenant eligibility is contingent upon the Owner of the Unit which they occupy being in good standing.

4. Water Storage Prerequisites for participation:
a. Each applicant must be an FYC Unit Owner in good standing or a Tenant of a Unit Owner in good standing.
b. The vessel shall be owned by the Unit Owner or by a Tenant who occupies an Owner's Unit (only one application per Unit is permitted.).

c. The vessel shall be properly registered with federal, state or local government as appropriate.

d. The vessel shall be in good operating condition.

e. The occupant shall use the space with the float or vessel listed on the application.

f. All PWC floats should resemble as closely as possible the floats that are currently in use to maximize the potential for easy connection to E-Dock and to adjoining floats and should be capable of being locked to this floats. This may require the applicant to perform some research, as designs may change. All floats must be approved in writing by the Board before they can be placed in the water.

g. All occupants must be able to secure their floats and vessels in a safe manner so as not to damage any portion of E-dock nor obstruct the adjacent waterways.

h. There shall be no sub-leasing of the space by the person who made application nor allowing PWCs owned by others to utilize the float.

i. Requests for spaces longer than 13.5 feet in length will be considered on a case-by-case basis upon request to the Board.

j. All occupants must remove their vessels and/or floats at the request of the Board. Failure to do so will result in the Board's removal and storage of the vessel/float at the Owner's expense.

k. An annual fee of \$250 is required to moor a PWC float or other vessel.

5. Land Storage Prerequisites for participation:

a. Each applicant must be an FYC Owner in good standing or a Tenant of a Unit Owner in good standing.

b. The vessel shall be owned by the Owner or by a Tenant who occupies an Owner's Unit (only one application per Unit is permitted.).

c. There shall be no-sub-leasing of the space.

d. All occupants must remove their vessels at the request of the Board. Failure to do so will result in the Board's removal and storage of the vessel at the Owner's expense.

e. An annual fee of \$50 is required for use of the land storage facility.

6. Each year in September, a notification will be mailed to the Unit Owners with the annual meeting notice, to inform them of the availability of this Common Area privilege (See Common Area Use Application on the FYC Website). Each Unit Owner and each Tenant who had an allotted and utilized space has priority for a space the following year, provided they submit the application described herein with a check in the prescribed amount by the close of the Annual Meeting in October. New Applicants and those existing occupants who missed the submission deadline are both deemed to be "New Applicants" and both will be treated the same. In the event there are more New Applicants for land or water storage than spaces available, or if the demand exceeds the space available for water or land storage, a lottery as described below will be conducted at the November Board meeting.

a. Renewal applications must be on a completed FYC Registration Form accompanied by a check (\$250 for water storage, \$50 for land storage) payable to Fairfax Yacht Club, and should include a copy of a valid state registration and evidence of liability insurance.

b.. The sequence in which New Applications are filed is meaningless, as all will go into the same lottery. New applicants should not include a \$250 check, so that FYC will not be holding checks with the accompanying risk of loss or theft. New Applications need not include state registration or proof of insurance with their applications, in recognition of the fact that an applicant may elect not to purchase a PWC until he/she are sure of having a space. New Applications must be on a completed FYC Registration Form.

c. The lottery will take place at the November Board meeting. The names drawn and the sequence in which they are drawn is to be recorded in the Minutes. Subject to the priority established above, there shall be a lottery for Unit Owner occupiers to assign a priority for occupancy as well as prioritization on the waiting list. As the names are selected they will be assigned sequential numbers. This will be the

order in which applicants will have the opportunity to place their vessels/floats/kayaks/dinghies in the designated common area for the upcoming season or placed on the waiting list. If required, a subsequent lottery shall be conducted for Tenant occupiers, who shall be assigned sequential numbers following the Unit Owner applicants. Once the list is finalized, later New Applicants shall be added at the end of the list. The list will expire at the next Annual Meeting.

d. The sequential list produced by the lottery will also be used to select the remaining applicants in order of priority for a waiting list should one of the lottery winners drop out or fail to utilize the space by June 1. As spaces become available, they will be assigned in the sequence in which applicants were drawn in the lottery.

e. When a person is selected in the lottery AND space is available, that person will be advised of the availability of a space and that, before the space is assigned to him/her, that person must furnish a check in the amount of \$250, a copy of a PWC state registration in the name of the applicant, and evidence of insurance. When and if the check, the copy of the state registration, and the evidence of insurance have been received and verified, an email is to be sent to the person stating that they are now authorized to utilize the space. If the check, a copy of the registration showing ownership by the applicant, and evidence of insurance are not received within two weeks, the matter shall be referred to the Board for determination. The Board will allow a reasonable time for a successful applicant to acquire a PWC.

f. Any current occupant who did not file an application by the close of the Annual Meeting must vacate his/her space by April 1st the following year unless a New Application is filed and is successful in the lottery.

g. Common Area space may be occupied between April 1st and March 31st the following year.

h. Should a person vacate a space during boating season, the next person in line will be offered the space, and must respond within 7 days or the space will be offered to the next person on the waiting list.

g. If a person has not utilized his space by June 1st, the next person in line will be offered the opportunity to occupy that space for the remainder of the year.

h. If the vessel Owner refuses to remove a vessel or float upon request by the Board, FYC has the option of having it removed and stored at the owner's expense.

i. Floats for water storage may not be placed or removed by moving them over the hillside at the FYC. That area is a Chesapeake Bay Resource Protection Area (RPA) that by law must be protected. Floats must be placed via a ramp elsewhere and floated to or from the FYC. Persons violating this rule shall be assessed all costs, including governmental-assessed fines and penalties, that the FYC incurs in restoring the RPA.

I. Vessel Maintenance

1. Contractors performing work at the FYC do so in a safe, workmanlike, and appropriate manner consistent with FYC's condominium instruments (Declaration and By-laws) and its Rules and Regulations. (See Contractor Policy & Acknowledgment Form on the FYC Website.)

2. No petroleum products (gasoline, diesel, lubricating oil) 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, or oil stored in original manufacturer's containers or other containers (such as oil cans) designed for storage of small amounts of oil. Waste petroleum products, such as oil drained from engines, and waste anti-freeze, shall not be transported through the Club except in sealed containers. Costs of any cleanup or replacement of facilities shall be assessed against the offender.

3. All vessels shall be kept seaworthy and in a good state of repair. No vessel shall be kept in any Unit if that vessel is unsafe, unsightly and/or in a state of disrepair as determined by the Board. Each

Unit Owner shall keep the dock box installed for their Unit clean, secure and in good repair. Any watercraft occupying a Unit shall be secured so as to prevent release of vessel, damage to vessels or to FYC property or other property of any type. Any new dock box or replacement dock box shall be of a style and size approved by the Board of Directors. The Board of Directors shall have the right to require a specific style and size of dock box in order to preserve uniformity within the marina.

4. No extended or major overhaul of any vessel may be undertaken in any Unit so as to create a *de facto* dry-dock/maintenance yard semblance. While routine maintenance is not only permitted but encouraged, the tools, cleaning materials, paint, oily rags, 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. Tools and materials shall not be so placed as to block access through the Common Elements.

5. 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 FYC.

6. When not in service, all halyards or other lines, and all tarpaulins and canvas, shall be so secured as to prevent their causing noises or sounds that may be disturbing to others including adjacent slip occupiers.

7. Unit Owners and Tenants are cautioned against excessive use of soaps and other detergents, which may cause overflow of suds in the river. Detergents and soaps should be used only pursuant to manufacturers' instructions and should be environmentally friendly.

8. No items may be permanently affixed or attached to the docks or pilings without the permission of the Dockmaster. The phrase "permanently affixed or attached" shall mean items which, in order to be attached securely and properly, require the use of bolts, nails, screws, or other hardware which penetrate the surface of the dock, E-Dock roof and roof supports, or piling. This includes "Cheater" lines and additional cleats. The use of bungee cords, clamps, or other hardware which will not penetrate or damage the dock or piling is permitted, provided that the item is (i) attached securely, (ii) does not interfere with the use of the docks or pilings by other slip occupiers and (iii) will not damage or compromise the structural integrity of the docks or pilings. FYC has the right to remove any unauthorized attachments to docks, mooring, or anchor piling after written notification to the Unit Owner or Tenant and after a 30-day period from such notice, except that FYC may take immediate action in cases of emergency or if a condition creates a safety hazard to others.

9. Dock lines must be coiled, flemished, or otherwise placed in such a way as to present an orderly storage of excess line and to facilitate rapid removal of such lines in an emergency situation.

10. The Dockmaster and the Covenants Committee shall regularly inspect the exterior of all vessels in the marina to assure that they are moored adequately and safely, are reasonably clean, and are in an apparently seaworthy condition. The Dockmaster and the Covenants Committee shall commence action to cause the vessel owner, the Unit Owner, or both to take effective corrective action. If the Dockmaster is unable to obtain corrective action, he/she shall refer the matter to the Covenants Committee for further action. If corrective action is not taken, the Committee may request the Board to initiate appropriate legal action.

J. 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 Unit Owner or a Tenant move, handle, or store any articles in the Unit or remove any articles from the Unit, 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 Unit Owner or Tenant. 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, SUVs, vans, and pickup trucks. PWC trailers may be parked in designated spaces for a period not to exceed 48 hours. 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. Trailers may be brought onto the premises temporarily by Unit Owners and Tenants to deliver materials, or when transporting persons after launching or retrieving vessels at other locations. FYC employees and officers, and FYC contractors may park trailers and trucks on the site when necessary to transport material, equipment, and supplies for the FYC's use.

4. All Unit Owners and Tenants 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 vehicle owner's sole risk and expense. There is to be absolutely no parking in designated Fire Lanes. This is a violation of law and may subject the driver to prosecution.

5. If any vehicle owned or operated by a Unit Owner or Tenant shall be illegally parked or abandoned on the Condominium premises, FYC shall be held harmless by such Unit Owner or Tenant 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 or Tenant 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. With respect to Article V, Section 11 of the By-Laws, the Board of Directors hereby consents to the parking of multiple vehicles owned by members of the same family.

7. When a vehicle will be left in the parking lot for several days, as when the owner is away on a cruise, a note should be left for the Dockmaster to that effect and advising who is to be contacted in the event of an emergency involving the vehicle.

K. Use of the Clubhouse and Facilities

In this section, the term "Clubhouse" includes the Clubhouse itself. The term "Grounds" includes the surrounding decks, the grounds, the docks and the parking lot. Neither term includes the Units. The overriding principle is that the Clubhouse and grounds are solely for the use and enjoyment of Unit Owners and their Tenants, and their families. Fair wear and tear resulting from use by Unit Owners and Tenants, and their families, but no others, is an expense reasonably to be borne by the Unit Owners through the assessment process.

1. All FYC Unit Owners and Tenants in good standing have the right to use the Clubhouse and Grounds for their own enjoyment and that of their guests subject to the Rules and Regulations pertaining to such use. Good standing means that all dues and assessments are current, and Vessel and Owner registration information is on file and current. Tenants are not authorized to make arrangements for the use of Clubhouse and Grounds on behalf of themselves or another person, but must do so through the Owner of the Unit they occupy.

2. Access to the Clubhouse for a Tenant for social events and general use is with the understanding that the Unit Owner is ultimately responsible for use and access by that Tenant. Access for a Tenant-planned event shall be requested by the Unit Owner filing with the Dockmaster a Request for Clubhouse Use form (available on the FYC Website). Problems with a Tenant's use may, on a case-by-case basis, result in the denial of access to the FYC facilities. A current Vessel Registration Form for the FYC Unit and occupying vessel is required prior to initial and continuing access approval to the Clubhouse.

3. Unit Owners will be responsible for anyone accessing the Clubhouse with their Unit's security cards. If for any reason a Tenant is banned from the Clubhouse, the Dockmaster shall turn off Clubhouse access for the cards that the FYC's records indicate the Unit Owner has assigned to the Tenant.

4. The Board of Directors may bar all Unit Owners and Tenants from the upper level of the Clubhouse when the Board is in Executive Session as authorized by the Virginia Condominium Act.

5. The Clubhouse and Grounds are available for all FYC-sponsored functions. In order to be considered an FYC function, it must be scheduled for all Unit Owners and notice provided in the FYC correspondence and postings. All FYC-sponsored events, other than the Board of Director's meetings and the Annual Meeting, shall also be open to Tenants.

6. All other events are considered private. Private events shall include all activities at the FYC facilities including the Clubhouse, grounds, parking lot, Clubhouse decks, and docks. There are two types of private functions: Scheduled Events and Spontaneous Events.

7. Private business, commercial or political meetings, gatherings or conferences are not allowed, either in the Clubhouse or on the grounds.

8. Alcohol consumption is permitted on FYC premises, subject to the laws of the Commonwealth of Virginia. If attendees will be consuming alcoholic beverages, a copy of the Alcohol Permit, if required by law, must be furnished to the FYC before the event. Permits can be purchased from the Virginia Department of Alcohol Beverage Control. Under no circumstances will alcohol or alcoholic drinks be sold on FYC property. Minors, as defined by Virginia law, shall not be served anywhere on FYC property. In the event that FYC incurs any legal charges, fines, or fees due to allegations that any Unit Owner or Tenant has violated Virginia alcohol control laws, the Unit Owner(s) or Tenant(s) whose actions gave rise to such allegations shall reimburse to FYC all such legal charges, fees, fines and costs.

9. Unit Owners, Tenants, and others utilizing the Clubhouse or other outside facilities must remove to the dumpster all trash generated from the event, completely clean the kitchen and kitchen equipment (range, sink, refrigerator, microwave, countertops) used by the attendees, return all furniture to its original location, and clean, dry, and return all dishes and utensils to their proper storage locations. The Unit Owner making the reservation shall be liable for the cost of any damage or cleanup, which exceeds the posted security deposit, if any.

10. Scheduled Private Events

a. Scheduled Private Events are defined as private gatherings, normally not to exceed four hours in length, that are “scheduled” and approved. Unit Owners may request use of Clubhouse or Grounds Club for meetings, weddings, showers, and other social, non-commercial activity by submitting their requests, on the Request for Clubhouse Use form, to the Dockmaster for Board approval. Tenants may not themselves request a Scheduled Private Event; however, the Unit Owner who is their Landlord may do so and remains responsible for any damages.

b. To minimize conflicts, only one Scheduled Private Event per day is allowed, on a first-come-first-served basis. No private events shall be scheduled on weekends and federal holidays between April 1 and October 31. Weekends are defined as Friday noon through Sunday evening.

c. No events may be scheduled during or within four hours of a FYC official meeting without consent of the Commodore or other Officer of FYC.

d. No Unit Owner or Tenant, or their families and guests, shall be excluded from entering the Clubhouse during a Scheduled Private Event. Persons seeking to schedule a Scheduled Private Event must remember that they are not getting exclusive use of the Clubhouse; such a “reservation” is only a notice to others that there will be an event in progress. However, during a Scheduled Private Event, Unit Owners and Tenants should exercise courtesy to fellow FYCers by refraining from causing any disruption to that activity, such as turning on the television, use of kitchen area, etc.

e. Scheduled Private Events are to be posted on the FYC calendar so that others may make appropriate plans.

f. The FYC policy is to restrict Clubhouse and Grounds use to the enjoyment of Unit Owners, Tenants, and their families. Outside organizations are not permitted to utilize the Clubhouse or Grounds for their events, even if requested by a Unit Owner, unless such use is approved by a vote of the Board of Directors. Such approval may require payment of a fee by a Unit Owner *personally* and a \$250 security deposit. There are two exceptions:

(1) Because of historical precedent, including the fact that it conducts vessel inspections at FYC on those days, the Northern Virginia Power Squadron may schedule its semi-annual “picnics” in the Clubhouse in May and October each year, on dates acceptable to the FYC Board of Directors. The Squadron shall post a refundable \$250 security deposit to assure the Clubhouse is left clean.

(2) For so long as FYC is a member thereof, the Potomac River Yacht Club Association may, on a rotating basis with other member organizations, hold Officers/Directors meetings but not social events in the Clubhouse, without charge and without posting of a security deposit.

11. Spontaneous Events: Spontaneous Events are defined as private gatherings of various sizes which occur throughout the year. These gatherings are welcome at FYC provided that their impact on the parking lot is minimal, meaning that adequate parking is available for use by other Unit Owners, Tenants, and their guests during the event. The Clubhouse, Grounds, and decks should be left in a clean condition, as noted in 9. above, and all furniture replaced.

12. Grounds Use: No advance notice is required for the use of the Grounds, unless setting up a tent larger than 14 feet by 14 feet, inflatable amusement, or other device that limits an area’s use is contemplated. In such a situation, the Clubhouse Use Form, appropriately altered, should be used. Whenever such a tent, inflatable amusement, or other device is to be used, a refundable security deposit of \$250 is to be posted to protect FYC and Unit Owners from liability for injury or for cost to correct damage to the septic field.

13. Persons contemplating gatherings at FYC should bear in mind that parking space is limited, and the lot gets rather full on weekends and holidays during the boating season.

K. Complaints; Compliance with Rules and Regulations; Disputes

1. Complaints regarding the management of the Condominium, the conduct of Directors or Officers, or actions of other Unit Owners or Tenants shall be made in writing to the Board of Directors or to any of the Officers. The submissions should be specific. No particular form is required. The Commodore or his/her designee shall promptly review the submission, and either take action to resolve it immediately or refer it to the full Board at its next meeting for consideration.

2. No Unit Owner or Tenant shall direct, supervise, or in any manner attempt to assert control over or request favors of the Dockmaster, any Officer or Director of the Association, or any agent of the foregoing. Unit Owners and Tenants are encouraged to apprise the Dockmaster of anything they might observe which is in need of repair or attention, or of any problems on moored vessels.

3. Unit Owners and Tenants, including their families and guests, 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.

4. 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; see above regarding access.

5. The agents of the Board of Directors, the Dockmaster, and their agents and any other contractor or workman authorized by the Board of Director 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.

6. Should the Dockmaster 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 FYC 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.

7. Before any charges are imposed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of such hearing, including the charges or other sanctions that may be imposed, shall be hand-delivered or mailed at least fourteen days in advance thereof. If a Tenant is involved, that Tenant may also attend, be represented by counsel, and be heard.

8. All fines shall be added to the regular assessments for the Unit and shall be subject to the collection process spelled out in the Virginia Condominium Act, the FYC By-laws, and these Rules and Regulations.