



RULES AND REGULATIONS
Of
THE FAIRFAX YACHT CLUB
(Revised November 18, 2014)

Intent of Rules and Regulations

The intent of the Rules and Regulations is to protect the investments of the Owners and the Club, to ensure that all members enjoy the beauty and operation of the Club, to clarify the By-Laws, and to delineate restrictions that form the basis to maintain the Club for the benefit of all, Owners and Renters 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 Bylaws, has adopted the following Rules and Regulations ("Regulations").

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. 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.

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

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

B. Sale and Lease of Units, Financial Considerations, Owner Registration

1. 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 notification of transfer, the FYC shall prepare and provide the owner with a Resale Certificate for a fee of \$150, plus an additional \$10 for each security card not available for transfer to the purchaser. FYC also shall timely notify all new Unit Owners in writing of its receipt of such notification.

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.

2. 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.

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 Agreement (See attachment) 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 Marina Manager. Each Unit Owner shall also provide to the Marina Manager a completed Vessel Registration Form including the identifying numbers for all access cards provided to any lessee or other occupant of a Unit.***

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. ***All Owners shall provide FYC an Owner Registration Form (See attachment) containing an up-to-date record of address, e-mail, and valid signature for purposes of notification and election validation. For multiple ownerships, the By-Laws concerning this issue govern.***

6. Each slip is authorized four (4) security cards. Lost cards can be replaced for a fee of \$10.00 provided that one of the four cards previously assigned is deactivated.

C. General Restrictions on Use

1. No part of the Condominium other than 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. 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.

4. 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.

5. 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.

6. 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.

7. 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, a member of the Covenants Committee or the Board of Directors.

8. The owners of vessels moored at FYC shall have completed and current Registration Forms on file with the Dockmaster.

9. All vessels shall be operated in a safe and responsible manner and in accordance with customary marine operation standards. The Board of Directors reserves the right to require any person who operates a boat consistently in an unsafe or irresponsible manner to attend one or more boat safety courses and to present proof of completion to the Board.

D. Specific Unit Restrictions

1. FYC Members must obtain permission from and provide a completed Vessel Registration Form (See attachment) to the Dockmaster **BEFORE** placing new boats into a slip. Members who fail to obtain permission prior to bringing in a new boat and/or fail to provide the Dockmaster with a proper Registration Form will be subject to a fine of \$50, revocation of voting privileges and deactivation of all access cards assigned to the slip.

2. ***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 limits of the slip (See attached Unit Measurements).*** The length of a vessel shall be the actual length at its longest point (as opposed to the manufacturer's reported vessel length). The width of a vessel shall be the actual width (as opposed to the manufacturer's reported width) at its widest point. If an OVERSIZED boat is moored in a slip, the owner of a slip containing the non-compliant boat will be given written notice from the Board that the boat is in violation of FYC's Bylaws and Rules and Regulations and that he/she is subject to a fine of \$10 per diem if the boat remains in the slip.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Unit Owners are responsible for cleaning up and disposing of droppings created by their pets. Pets will not be allowed in the Clubhouse. Guide dogs and other service dogs shall be permitted in the Clubhouse.
10. No animal shall be allowed to create or cause a disturbance or nuisance. Dogs must be maintained on a leash at all times or under the complete control of the owner. 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. Pet owners are advised that Fairfax County leash laws may be enforced by the County on the property.
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. No strollers, 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.

13. 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.

14. 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, (vi) transient docking; or (vii) proper use of the pump out station on C-Dock. Members who remain on a T-Dock overnight will be charged a \$10.00 per night fee. Transient docking shall be arranged with the Dockmaster and shall include a \$1.50 per foot per night charge.

15. Solicitors are not permitted. If any Unit Owner is contacted by a solicitor, the Dockmaster or Managing Agent should be notified immediately.

16. 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 therefore 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.

E. Common Area Use

1. This policy has been developed due to 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 fair system to allow for the maximum usage of small boats, dinghies, kayaks, PWC's and other types of watercraft by the membership.

2. This privilege is extended by and under the control of the Board but managed by the Dock Master.

3. Owners in good standing are eligible for this privilege. Good standing means that all dues, assessments, fines and fees are current, and Unit and Owner registration information is on file and current.

4. Water Storage Prerequisites for participation:

* Each applicant must be an FYC Owner in good standing.

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

* The vessel shall be properly registered with federal, state or local government.

* The vessel shall be in good operating condition.

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

* All jet-ski floats should resemble as closely as possible the floats that are currently in use to maximize the potential for easy connection. The float must be approved in writing by the Board before it can be placed in the water.

- * All occupants must be able to secure their floats and vessels in a safe and secure manner which will not damage any portion of E-dock nor obstruct the waterways.
- * There shall be no-sub-leasing of the space.
- * Requests for spaces longer than 13.5 feet in length will be considered on a case-by-case basis.
- * 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.
- * A fee of \$100 will be required.

5. Land Storage Prerequisites for participation:
- * Each applicant must be an FYC Owner in good standing
 - * The vessel shall be owned by the Owner or by a Renter who occupies an Owner's Unit (only one application per Unit is permitted.).
 - * There shall be no-sub-leasing of the space.
 - * 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.
 - * A fee of \$25 will be required.

6. ***Each year in September, a notification will be mailed to the membership with the annual meeting notice, to inform them of the availability of this privilege (See attached Common Area Use Application).*** In the event there are more than 15 applicants for water storage or if the demand exceeds the space available, a lottery will be conducted for all applicants in October. 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 in the designated common area for the upcoming season or placed on the waiting list.

- * Applications must be accompanied by a check in the amount of \$100 for water storage or \$25 for land storage payable to Fairfax Yacht Club, a completed FYC Registration Form along with a copy of a valid state registration if applicable.

- * First there shall be a lottery for Owner/Occupiers to assign a priority for occupancy as well as prioritization on the waiting list. If required, a second lottery shall be conducted for Renter/Occupiers. In all cases, Owner/Occupiers shall have priority over Renter/Occupiers.

- * The lottery will also 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 1st.

- * Any current participants who were not selected in the lottery must vacate their spaces by April 1st the following year.

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

- * Should a person vacate a space during the boating season, the next person in line will be offered the spot.

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

* If the 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.

F. 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 Bylaws) and its Rules and Regulations. (See Attached Acknowledgment of Contractor Policy)
2. 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, or oil stored in original manufacturer's containers or other containers (such as oil cans) designed for storage of small amounts of oil.
3. All vessels shall be kept seaworthy and in a good state of repair. No vessel shall be kept in any Unit that 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 slip clean, secure and in good repair. 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. 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 defacto 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.
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 harbor.
6. 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.
7. 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 and are 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 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 shall be permitted, with Dockmaster approval, provided that the item is (i) attached securely, (ii) does not interfere with the use of the docks or pilings by other Owners 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 Owner or Renter 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 or flemished 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.

G. 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 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 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. Jet-ski 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.

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 deposited 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.

H. Use of the Clubhouse and Facilities

In this section, Clubhouse and Grounds includes the Clubhouse itself, the surrounding decks, the grounds, the docks and the parking lot.

1. All FYC Owners in good standing have the right to use the Clubhouse and Grounds for their own enjoyment and that of their guests. Good standing means that all dues and assessments are current, and slip (boat) and Owner registration information is on file and current. Renters have the right to use the Clubhouse and Grounds unless their access is restricted by their owner or by the FYC. Renters cannot authorize or make arrangements for the Clubhouse and Grounds on behalf of another person.

- a. Access to the Clubhouse for a renter for social events and general usage is with the understanding that the Unit Owner is ultimately responsible for the maintenance and results of any access. Access for a renter planned or spontaneous event shall be documented in a letter to the Commodore (See attached sample letter) from the Owner on a case-by-case basis.
- b. Problems with any renter's use may result in the denial of access to the FYC facilities on a case-by-case basis. A current registration for the slip and occupying vessel is required prior to initial and continuing access approval to the club house.
- c. Owners will be responsible for anyone accessing the Clubhouse with their Unit's security cards. In the event a Renter enters the clubhouse having been banned there from, a fine of \$50.00 shall be levied on the Unit Owner for each such occurrence. Notice of such a ban and the Owner's right to appear before the Board to contest it shall be given to the Owner prior to the imposition of said penalty.

2. The Clubhouse and Grounds are available for all club-sponsored functions. In order to be considered a club function, it must be scheduled for all members and notice provided in the FYC correspondence/postings.

3. All other events are considered *private* and will follow the rules cited below. For the private events, these shall include all activities at the FYC facilities including the club house, grounds, parking lot, and docks. There are two types of private functions: Scheduled and Spontaneous Events.

a. ***Scheduled Events are defined as private gatherings of 12 or more persons that are "scheduled". Owners and authorized renters may use the Club facilities as defined above for meetings, weddings, showers, and any other social, non-commercial activity by submitting their requests (See attached Request for Clubhouse Use) to the Dockmaster.*** They are subject to the fees identified in H-4 below. Those who schedule events shall be granted priority access to the kitchen area of the Clubhouse over other owners and/or renters who may host simultaneous, spontaneous gatherings. Only one scheduled event per day should be allowed to minimize conflicts. The Dockmaster shall refer any scheduled events that may impact the use of the Club or parking lot to the Board. The Owner or Renter scheduling the event shall be required to sign a release form protecting FYC from liability as a condition to such use. The Commodore will inform the Board of large events that take place on week-ends and obtain Board approval if the impact on parking and noise may adversely impact other Owners. ***No private events shall be scheduled on weekends and federal holidays between May 1 and October 1. Weekends are defined as Saturday morning through Sunday evening. No events may be scheduled during or within 4 hours of a FYC official meeting.*** No owner shall be excluded from entering the Clubhouse during a Scheduled event. However, during an event, no owner shall cause any disruption to that activity, such as turning on the TV.

b. Spontaneous Events are defined as private gatherings of various sizes which occur frequently – especially during the boating season. These groups are welcome to use the FYC facilities provided that:

1. Their activities in no way interfere with others' use and enjoyment of FYC facilities.
2. Their impact on the parking lot is minimal

3. ALL trash generated will be removed; ALL areas used by the attendees are completely cleaned; ALL furniture is returned to its original location. This must be accomplished immediately after the event.

If the Clubhouse is not left completely clean and free of debris after a spontaneous event or if a spontaneous event impacts others' use and enjoyment of FYC facilities, the responsible owner or renter may be subject to the fees outlined in H-4 below.

4. A fee of \$50.00 per hour will be levied for each scheduled event as described in Section H-3 above plus a deposit in the amount of \$250.00 to cover the cost of any damage or cleanup required after such event. A check in the appropriate amount (scheduled hourly fee and security deposit) shall accompany the reservation request.

If the cleaning deposit is not adequate to cover the cost of damage or cleanup or if the scheduled event lasts longer than scheduled, the Unit Owner making said reservation shall be liable for the excess fee and that amount will be added to his dues assessment if not paid promptly to FYC.

I. Compliance with Rules and Regulations

1. 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.

2. A late fee of \$10 shall be assessed 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 shall file a Memorandum of Lien in Fairfax County. For accounts for which payment in full has not been received within 90 days, the Board shall 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 efforts are unsuccessful, for accounts for which payment in full has not been received within a year of the original due date, the FYC attorney shall begin foreclosure proceedings.

3. 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 or Rules and Regulations. Owners maintain the right of access to the FYC property and their Unit(s).

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. Should a Unit Owner enter the Clubhouse having been banned therefrom under I-3/4, a fine of \$50 shall be assessed against the Unit Owner for each such occurrence.

5. 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.

6. 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.

7. 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.

8. 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.

All fines shall be added to the regular assessments for the slip and shall be subject to the collection process spelled out in the Virginia Condominium Act, the FYC Bylaws and Rules and Regulations.

ATTACHMENTS:

STANDARD LEASE AGREEMENT

OWNER REGISTRATION FORM

VESSEL REGISTRATION FORM

UNIT MEASUREMENTS

COMMON AREA USE APPLICATION

ACKNOWLEDGMENT OF CONTRACTOR FORM

REQUEST FOR CLUBHOUSE USE

FAIRFAX YACHT CLUB
STANDARD LEASE AGREEMENT

Fairfax Yacht Club Unit Lease Agreement for Unit # _____

This agreement is made this _____ day of _____, 20____, by and between

_____ Lessee) and _____(Lessor)

In consideration of the mutual covenants, promises, and agreements herein contained, the Lessor hereby rents to the Lessee and the Lessee hereby leases from the Lessor the Fairfax Yacht Club Unit space designated as Unit _____ being a condominium Unit at the Fairfax Yacht Club, Inc. for the term of _____ months beginning on the _____ day of _____, 20____ and fully ending at midnight the _____ day of _____, 20____, unless terminated pursuant hereto, for a total payment of \$_____ payable as follows:_____.

THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Lessor acknowledges that he owns the Unit, and is free to lease the Unit with the approval of the Unit Owners Association, Fairfax Yacht Club, Inc. ("FYC"). Lessor further guarantees that the Unit will be available for Lessee's use without any additional charges not specified in this agreement and that the Lessee will have access to Fairfax Yacht Club Condominium ("Condominium") facilities as stipulated in the Rules and Regulations.
2. Lessee acknowledges that the Unit is a condominium Unit in the condominium and is governed by its Unit Owners Association. Lessee agrees to be bound and abide by all permits affecting the Condominium. The Condominium Instruments, Rules and Regulations now or hereafter adopted by FYC, this agreement, and the Vessel Registration Form are made a part of this agreement. Lessee shall indemnify and hold harmless from and against any damages, direct and indirect, incurred by the Lessor resulting from any noncompliance by Lessee of any of the Permits, Condominium Instruments, Rules and Regulations, or any provision of this agreement.
3. Lessee shall not assign this agreement or sublease the Unit without the prior written consent of Lessor and prior approval by FYC. If Lessee offers for sale the vessel approved to occupy the Unit, assignment of the lease to a new owner is the discretion of Lessor and FYC. In the event that assignment of the lease is not approved, Lessee remains responsible for the fees accruing under the terms of this lease. If Lessor offers the Unit for sale, Lessor shall give prior notice to Lessee and any conveyance of the Unit shall be subject to this agreement unless otherwise terminated.
4. Lessee agrees to use the Unit only for the purpose of docking the vessel identified in the application. Full time residential use of the Unit of the vessel occupying the Unit is not permitted. Lessee agrees to keep the vessel moored in a safe and proper manner so as not to create a hazard or damage other vessels or the Condominium. Lessee acknowledges that the use of the Condominium's facilities is a Lessee's sole risk and that Lessor shall not be liable for Lessee's vessel or any of Lessee's personal property therein. Any repairs, alterations, or improvements shall be performed on board the vessel or in an area designated for such purpose by FYC. Lessee shall not store or leave any items or articles on the docks or other portions of the Condominium.
5. Lessee agrees to operate the vessel safely, consistent with practices of good seamanship. Lessee shall be liable for any personal injury and/or property damage resulting from the operation of Lessee's vessel whether operated by Lessee, Lessee's agent, guest, invitee, or family member. Lessee shall indemnify and hold Lessor and FYC harmless from and against any damages, direct or indirect, incurred by Lessee as a result of such operation of Lessee's vessel. Lessee agrees that in an emergency situation (where damage to person or property is threatened), Lessor, FYC, or a designated agent of either, shall have the right (but not the obligation) to enter the Unit and move Lessee's vessel to a location less threatening or threatened, all of which shall be at the sole risk of the Lessee, and further agrees to indemnify and hold Lessor, FYC, or a designated agent of either, harmless from and against damage, direct or indirect, resulting therefrom.
6. Lessee shall obtain and at all times maintain a policy of marine insurance for indemnity and liability coverage. Such coverage shall include, without limitation, coverage for personal injury and property damage and coverage for the indemnifications required thereunder.

7. Lessee shall be responsible for obtaining, maintaining, and paying the cost of all utility services separately metered or billed to the Unit.

8. Should Lessee default in any terms, conditions, or provisions of this agreement, including without limitation failure to pay rent when due and payable, then this agreement, at the option of the Lessor, shall forthwith cease and determine and any notice to quit as waived by Lessee. Lessor may thereupon proceed to recover possession of the Unit. Lessee further acknowledges that FYC may initiate eviction proceedings under Article V, Section 8 of the Bylaws for any non-compliance under the Condominium Instruments and Rules and Regulations. If Lessor commences any legal action against Lessee for any default thereunder by Lessee, Lessee shall be liable for all costs and expenses incurred by Lessor as a result thereof including reasonable attorney's fees. Any payment of rent not received within ten (10) days from the due date thereof shall accrue a late fee of five percent of such payment.

9. If Lessee fails to remove Lessee's boat from the Unit upon termination, for any reason, of this lease agreement, Lessor may: (a) charge Lessee a daily pro-rata rent; (b) relocate the vessel; (c) take possession of the vessel; and/or (d) pursue any legal remedies.

10. If Lessee remains in possession of the Unit after the expiration of the term hereof, Lessee shall become a tenant from month-to-month upon the terms and conditions of this agreement during any such holdover period.

11. Notice from one party to another shall be in writing and hand delivered or sent by first class United States mail, certified, return receipt requested, postage paid to the party at the address set forth in the rental application accompanying this lease. The date of the postmark shall be deemed date of notice.

12. This agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements between them. This agreement may be modified, changed, or amended only by an instrument in writing and executed by the parties hereto.

I (we) the undersigned Lessee(s) have read and agree to the terms and conditions of this lease.

WITNESS the following signatures and seals:

Lessee _____ Date _____

Lessee _____ Date _____

Lessor _____ Date _____

Security cards assigned to Lessee _____, _____, _____

RESTRICTIONS ON USE OF UNITS

It is the responsibility of all owners and renters to abide by the Bylaws and the Rules and Regulations of Fairfax Yacht Club. The restrictions and references for the size of vessels moored at Fairfax Yacht Club are as follows:

Reference: Bylaws - Section 8, paragraph (a)(1)

“No Unit shall be used or occupied by more than one boat or yacht, and no boat or yacht shall exceed the size of the Unit so used or occupied.”

Reference: Rules and Regulations – Specific Unit Restrictions – D.1.

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 limits of the Unit...”

Date _____

OWNER REGISTRATION FOR UNIT _____

With all the changes in e-mail addresses and cell phone numbers, it has become increasingly difficult for FYC to maintain accurate contact lists and the Yahoo distribution list. To be sure our records are current, please review the information shown below and note any changes where indicated. If everything is correct, simply sign and return this form to the office. This should be the last time we ask you to provide this information unless there are changes in the items below. In that case, it is your responsibility to inform FYC of the updates.

Your signature is necessary to insure the validity of proxies and the integrity of elections. Thank you for your cooperation.

OWNER NAME(s) _____

PRIMARY TELEPHONE NUMBER: _____

ALTERNATE TELEPHONE NUMBER _____

EMAIL ADDRESS _____

CO-OWNER NAME _____

PRIMARY TELEPHONE NUMBER _____

ALTERNATE TELEPHONE NUMBER _____

EMAIL ADDRESS _____

SIGNATURE OF OWNER _____

SIGNATURE OF CO-OWNER(s) _____

Date _____ VESSEL REGISTRATION FOR UNIT _____

In recent years, we have had several unfortunate "accidents" at FYC including boats sinking, fuel leaks, fires, etc. To be sure our records are current and accurate so we can locate vessel owners in a timely manner, it is necessary that we have the information shown below for every boat in the marina. Please review the information shown below and note changes if required and return it to the office. It is each Unit Owner's responsibility to be sure that this information is kept current for each Unit at all times, including when boats are moved from one Unit to another. Fines will be imposed for failure to do so.

NAME OF VESSEL _____

MAKE AND MODEL _____

OVERALL LENGTH OF VESSEL INCLUDING ANCHOR AND ALL ATTACHMENTS _____ FT _____ IN

OVERALL BEAM OF VESSEL _____ FT _____ IN

REGISTRATION OR DOCUMENTATION NUMBER _____

I CERTIFY THAT THIS VESSEL HAS LIABILITY INSURANCE PROVIDED BY _____

VESSEL OWNER(S) _____

VESSEL OWNER PRIMARY TELEPHONE NUMBER _____

VESSEL OWNER SECONDARY TELEPHONE NUMBER _____

VESSEL OWNER PRIMARY EMAIL ADDRESS _____

VESSEL OWNER ALTERNATE EMAIL ADDRESS _____

EMERGENCY POC (OTHER THAN OWNER) TO CONTACT IN EMERGENCY _____

TELEPHONE NUMBER OF EMERGENCY POC _____

APPROVED BY: _____ DATE: _____

FAIRFAX YACHT CLUB

UNIT MEASUREMENTS:

| | | | | | | | | | | | |
|---|------|------|------|------|------|------|------|------|------|------|------|
| Thirty (30) Foot Slips: All odd numbered slips on B and C docks. (Maximum LOA* for these slips is thirty (30) feet. Maximum beam is twelve (12) feet) | | | | | | | | | | | |
| B-1 | B-3 | B-5 | B-7 | B-9 | B-11 | B-13 | B-15 | B-17 | B-19 | B-21 | B-23 |
| B-25 | B-27 | B-29 | B-31 | B-33 | B-35 | B-37 | | | | | |
| C-1 | C-3 | C-5 | C-7 | C-9 | C-11 | C-13 | C-15 | C-17 | C-19 | C-21 | C-23 |
| C-25 | C-27 | C-29 | C-31 | C-33 | C-35 | C-37 | C-39 | | | | |

| | | | | | | | | | | | |
|---|------|------|------|------|------|------|------|------|------|------|------|
| Thirty-four (34) Foot Slips: All slips on A dock and even numbered slips on B dock. (Maximum LOA* for these slips is thirty-four (34) feet. Maximum beam is twelve (12) feet) | | | | | | | | | | | |
| A-1 | A-2 | A-3 | A-4 | A-5 | A-6 | A-7 | A-8 | A-9 | A-10 | A-11 | A-12 |
| A-13 | A-14 | A-15 | A-16 | A-17 | A-18 | A-19 | A-20 | | | | |
| B-2 | B-4 | B-6 | B-8 | B-10 | B-12 | B-14 | B-16 | B-18 | B-20 | B-22 | B-24 |
| B-26 | B-28 | B-30 | B-32 | B-34 | B-36 | B-38 | | | | | |

| | | | | | | | | | | | |
|--|------|------|------|------|------|------|------|------|------|------|------|
| Thirty-five (35) Foot Slips: All even numbered slips on C dock and all odd numbered slips on D dock. (Maximum LOA* for these slips is thirty-five (35) feet. Maximum beam is fourteen (14) feet) | | | | | | | | | | | |
| C-2 | C-4 | C-6 | C-8 | C-10 | C-12 | C-14 | C-16 | C-18 | C-20 | C-22 | C-24 |
| C-26 | C-28 | C-30 | C-32 | C-34 | C-36 | C-38 | | | | | |
| D-1 | D-3 | D-5 | D-7 | D-9 | D-11 | D-13 | D-15 | D-17 | D-19 | D-21 | D-23 |
| D-25 | D-27 | D-29 | D-31 | D-33 | D-35 | D-37 | | | | | |

| | | | | | | | | | | | |
|--|------|------|------|------|------|------|------|------|------|------|------|
| Forty (40) Foot Slips: All even numbered slips on D dock and all odd numbered slips on E dock. (Maximum LOA* for these slips is forty (40) feet. Maximum beam is fourteen (14) feet) | | | | | | | | | | | |
| D-2 | D-4 | D-6 | D-8 | D-10 | D-12 | D-14 | D-16 | D-18 | D-20 | D-22 | D-24 |
| D-26 | D-28 | D-30 | D-32 | D-34 | D-36 | | | | | | |
| E-1 | E-3 | E-5 | E-7 | E-9 | E-11 | E-13 | E-15 | E-17 | E-19 | E-21 | E-23 |
| E-25 | E-27 | E-29 | E-31 | E-33 | E-35 | | | | | | |

| | | | | | | | | | | | |
|---|------|------|------|------|------|------|------|------|------|------|------|
| Forty (40) Foot Slips: All even numbered slips on E dock. (Maximum LOA* for these slips is fifty (50) feet. Maximum beam is fourteen (14) feet) | | | | | | | | | | | |
| E-2 | E-4 | E-6 | E-8 | E-10 | E-12 | E-14 | E-16 | E-18 | E-20 | E-22 | E-24 |
| E-26 | E-28 | E-30 | E-32 | E-34 | E-36 | | | | | | |

* LOA = length overall and includes swim platform and bow pulpit with all projections.

FAIRFAX YACHT CLUB COMMON AREA USE APPLICATION

OWNER / RENTER

As specified in the Fairfax Yacht Club Common Rules and Regulations:

Each year in September, a notification will be mailed to the membership with the annual meeting notice, to inform them of the availability of this privilege (See attached Common Area Use Application). In the event there are more than 15 applicants for water storage or if the demand exceeds the space available, a lottery will be conducted for all applicants in October. 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 in the designated common area for the upcoming season or their position on the waiting list.

Applications must be accompanied by a check in the amount of \$100 for water storage or \$25 for land storage payable to Fairfax Yacht Club along with a copy of a valid state registration.

If you would like to use space in the Common Area dinghy/kayak rack (land storage) or in the Common Area between E-Dock and the shore (water storage) for a PWC or other small watercraft, please complete the following and mail/deliver it to FYC.

Regardless of whether or not you currently have a watercraft in the dinghy/kayak rack or a jet-ski dock or other small watercraft in the water, ALL persons who wish to participate in the allocation of Common Area space during the next boating season MUST submit this form to FYC NLT the annual meeting.

For the upcoming season, I would like to use: _____ Land Storage or _____ Water Storage

Owner/Renter Name (printed) _____ Unit # _____

Phone number: _____ Email address: _____

Emergency POC Name _____ Emergency Phone Number _____

Approximate dimensions of watercraft: _____ Registration Number (if applicable) _____

Insurance Company / Policy Number (if applicable) _____

I agree to the following conditions:

(1) If I am not selected for a spot by the lottery and I/my renter have/has a float/watercraft/kayak in place, I agree to remove it by April 1st. By my failure to do so, I authorize FYC to remove the float and to store it at my expense.

(2) If I am selected for a spot by the lottery and have a float/watercraft in place but have not utilized it by June 1st, I forfeit my right to use that spot and authorize FYC to remove the float and to store it at my expense.

FYC Slip Owner's Signature Date

Application received and determined to be complete by _____ on _____.
(Initials) (date)

As a result of the lottery conducted on _____, this application was assigned

Common Area (CA) spot _____ or dinghy/kayak rack position _____.

FAIRFAX YACHT CLUB (FYC)

ACKNOWLEDGMENT OF CONTRACTOR POLICY

The purpose of this policy is to ensure that contractors performing work at the FYC do so in a safe, workmanlike and appropriate manner consistent with FYC's condominium instruments (Declaration and Bylaws) and its Rules and Regulations.

Article IX, Section 1(a) (*Compliance and Default – Relief – Additional Liability*) of the Fairfax Yacht Club ("FYC") Bylaws states in pertinent part:

Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness...or [that of] such Unit Owner's employees, agents or licensees...[s]uch liability shall include any increase in casualty insurance rates....

A contractor who comes onto FYC property at the invitation or request of an FYC member is a licensee. FYC members who bring contractors onto the FYC premises are responsible for the acts, omissions and conduct of their contractors. All FYC members and all contractors (mechanics, vendors, construction workers, and maintenance personnel) hired by FYC members to perform any work while on FYC property (including the cleaning, detailing, waxing, and polishing of boats) must comply with the following requirements.

1. Contractors must be properly licensed to do business and carry liability insurance coverage of at least \$500,000 per incident and \$1,000,000 overall. Contractors must also carry worker's compensation coverage in the amount required by law. Contractors must submit insurance documentation to the Board before performing any work (other than preparing cost estimates). Certificates of insurance should be provided directly to FYC by the insurance carrier. Upon receipt of all appropriate documentation, FYC will issue the contractor a card authorizing access to FYC property and a copy of FYC's Rules and Regulations.
2. A contractor requiring vehicle access to the marina may, at the discretion of the Board, be allowed to acquire an entry gate card for \$10. The access card grants access only by the entrance gate and to the restrooms. Any violation of this card usage policy by a contractor will result in the cancellation of the entry gate card and the revocation of the privilege to perform work onboard FYC property.
3. When on FYC property, the contractor must, at all times, have on his/her person the authorization card or a copy thereof described in paragraph 1 above.
4. Contractors shall have access to FYC property ONLY while performing work at the direction of FYC members. Whenever possible, work should be performed during normal working hours between 8:00 AM and 6:00 PM weekdays and 8:00 and 12:00 noon on Saturdays. Only work of an emergency nature is allowed on Saturday afternoon or Sunday during the boating season (May 1st to October 31st).
5. Contractor vehicles may not be left on the premises beyond the hours or days specified in paragraph 4 above. Any items removed from a boat must not be left on FYC property. Batteries removed by the contractor must be properly disposed of by the contractor and **shall not** be left on the FYC grounds or placed in FYC dumpsters.

6. All boat repairs must be performed while the boat is in its assigned slip or at the work dock (end of D Dock).

7. The contractor may bring additional employees as required, but in no event may the contractor bring non-employee relatives or friends onto FYC property.

8. Approved contractors are eligible to submit contact information to the FYC Webmaster and the Dockmaster for posting on FYC's website and bulletin boards.

9. If a member invites a contractor to an FYC social event, the contractor is subject to the same rules of conduct and dress as any other member or guest.

10. Failure to comply with ALL terms in this agreement may result in removal of the contractor's privileges to perform work at Fairfax Yacht Club. Failure to comply with the FYC Bylaws and/or Rules and Regulations may result in assessment of sanctions and/or violation charges against FYC owners as specified in the FYC Rules and Regulations.

I agree to and understand the above regulations covering contractors working at Fairfax Yacht Club.

Signature _____ Date _____

Printed Name _____

Company Name _____

Address _____

Phone Number(s) _____

E-Mail Address _____

Liability Insurance Policy Number _____ Exp Date _____

Workman's Compensation Policy Number _____ Exp Date _____

Names of persons covered under this agreement:

FAIRFAX YACHT CLUB
REQUEST FOR CLUBHOUSE USE

Name: _____ Slip number _____ Date of application: _____

I would like to reserve the FYC clubhouse on _____ (date) from _____AM/PM to _____AM/PM for _____ (description of event). I expect that there will be approximately _____ people attending this event. Attendees **will/will not** be drinking alcoholic beverages.

I understand that a fee of \$50.00 per hour will be charged and that a cleaning/damage deposit of \$250.00 will be used to restore the clubhouse to its pre-event condition if I do not clean, vacuum, wash and put away dishes, trays, take out the trash, etc. In addition, I understand that the clubhouse must be vacated, cleaned and locked by 11:00 p.m. I understand that I am responsible for any and all damages caused by attendees and that if there are damages that exceed the deposit, these will be billed to the responsible owner and will be due for immediate payment. I also understand that the responsible owner will be billed for the hourly fee if the event runs beyond its estimated time.

If alcohol is served, present or otherwise consumed on FYC premises, FYC assumes no liability for any injury or death for any of the attendees or other persons injured or property damaged on or off FYC property.

Hourly fee: \$ _____ (no cash) Check number _____

Deposit: \$ _____ (no cash) Check number _____

Signature _____ (Applicant)

Signature _____ (**Owner if applicant is a renter**)

Received by Marina Manager _____ (Date and time)

Board Approved/Not Approved _____ (Date and time)

Followup: Condition of Clubhouse AFTER event

Date deposit returned: _____ Amount returned: _____ By: _____