

Fishing Creek Farm Homeowners Association
Adopted February 8, 2015

Waterfront Facilities Rules, Procedures and Regulations

By declaration of the Board of Directors of the Fishing Creek Farm Homeowners Association (the "HOA"), the following rules, procedures, and regulations are hereby adopted by the HOA, as of February 8, 2015,¹ as the rules, procedures, and regulations for the use, benefit and enjoyment of the waterfront, pier, boat ramps, and related facilities and properties of the HOA.

1. Guidelines for the Waterfront Committee

1.A. These rules, procedures, and regulations (the "Rules") supersede and replace all previous rules, procedures, or regulations for the operation of the community waterfront facilities.

1.B. The authority for assignment of dockage facilities rests with the Board of Directors. The responsibility for the implementation of approved policies and guidelines is assigned to the Fishing Creek Farm Homeowners Association Waterfront Committee (the "Committee").

1.C. The Committee shall be a working committee consisting of five (5) or more resident members of the community. HOA members in good standing, including all slip holders, may be members of the Committee. A majority of the Committee shall nominate a Chairperson, subject to the approval of the Board of Directors. The Committee may appoint its own officers, as it deems necessary. A quorum for conducting business at any Committee meetings shall be 30% of the members, including proxies.

1.D. If a member of the community objects to an action of the Committee in the carrying out of the guidelines under which it operates, including dockage space assignments, such member may lodge a formal protest, in writing, with the Chairperson of the Committee. Such protests will be promptly considered by the Committee and the protesting member will be given an opportunity to present the situation in person or in writing to the Committee for resolution.

¹ The original Waterfront Facilities Rules were adopted in May 1, 1995. They were subsequently amended in May 2000 to revise the slip lease assignment process, again in February 2001 to accommodate jet dock leases, and finally on February 7, 2006, to accommodate the expanded pier.

1.E. If the protest is not resolved to the satisfaction of the member who lodged it, such member may redirect the protest to the President who will present it to the Board of Directors for resolution. Both the protesting member and the Chairperson of the Committee will be given an opportunity to present their positions in person to the Board of Directors. The decision of the Board will be final.

1.F. These rules shall apply to all properties used for maritime purposes, either owned by the HOA or under the control of the HOA, unless specifically excluded. The properties, facilities, slips, storage areas, docks for personal water craft, fixed and floating boat lifts, piers, moorings and mooring buoys, boat launching ramp, parking areas, or any other asset referenced herein shall include any property owned or controlled by the HOA.

1.G. The assessment of use fees related to slip assignments shall be determined by the Committee and approved by the Board. Assessments and fees shall be addressed separately from these Rules.

2. Definitions

2.A. The "HOA" shall be the Fishing Creek Farm Homeowners Association.

2.B. "Slip," "dockage," or "assignment" as used in these Rules, shall mean permission from the Committee to berth, store, or moor a boat in an assigned space or location among the waterfront facilities owned by the HOA. These terms shall include the spaces on or alongside the bulkheads, at the piers, the mooring pilings, dinghy storage rack, or at any buoy, marker, raft or float owned by the HOA. Any reference to a "slip" or "dockage" shall mean any slip, dockage or mooring place located within the riparian rights of the HOA.

2.C. The "Term" shall mean the term of any assignment made by the Committee of a slip, parking space or storage area, as applicable, within the property or riparian rights of the HOA, for a period equal to the remaining assignment period designated by the Committee.

2.D. The "Support Facilities" shall be the land owned or controlled by the HOA which is used for the support of the riparian facilities of the HOA. The Support Facilities shall include any parking, storage or other area on land owned or controlled by the HOA.

2.E. The "Committee" shall be the Fishing Creek Farm Homeowners Association Waterfront Committee.

2.F. The "Chairperson" shall be the chair of the Waterfront Committee, as approved by the Board of Directors of the HOA.

2.G. The "Member" shall be any lot owner, or resident under a valid residential lease for a residence, in Fishing Creek Farm, which member must be in good standing, as determined by the Board in its sole discretion. Any residential lease must be for the occupancy of the entire lot and residence, and any right to use the HOA facilities shall terminate upon the termination of the residential lease.

2.H. The "Board" shall be the Board of Directors of the HOA.

2.I. The "Holder" shall be any member who has been assigned a slip assignment or permit for the use of HOA property or facilities.

2.J. "NonTemporary" shall mean the right to use an assigned slip or other facilities for the entire Term.

2.K. "Temporary" shall mean the right to use an assigned slip or other facilities for less than the entire Term. This status shall include transient dockage and seasonal small boat dockage.

2.L. "Waterfront Facilities" shall mean the existing pier and mooring facilities of Open Space Parcel A (the clubhouse parcel) as of April, 2014, as may be amended by the Committee or the Board from time to time.

2.M. "Jet Dock" refers to a unique floating small vessel docking structure marketed under the patented "Jet Docking" system. There are no acceptable substitutes.

2.N. "Boat lift" refers to both a floating boat lift that is moored in a slip, and a fixed boat lift that is physically attached to the respective slip's pilings or supported by its own pilings. Only specific Board-designated fixed boat lifts are authorized.

2.O. The term "in writing" includes electronic transmissions, such as e-mail or any other electronic transmission method approved by the Board.

2.P. The term "original slip lease date" means the date of the slip holder's initial slip lease, recognizing that a current

slip holder may have voluntarily terminated his or her initial slip lease and is now a slip lease holder subject to a subsequent lease.

3. General Rules Regarding Dockage Assignments

3.A. Dockage is limited to members, either owners or renters, in good standing of the HOA. Bona fide guests of members may be assigned dockage by the Committee on a transient basis only if such assignment does not preclude any resident member from enjoyment of any rights to use of the facilities at the time of the assignment. A transient assignment for members or nonmembers may not exceed seven (7) days. The short-term use of spaces designated as transient may be assigned to members for a longer period than seven (7) days, upon approval of the Waterfront Committee.

3.A.1. The provisions of this section are deemed to be applicable to personal watercrafts.

3.B. The annual term of assignments shall be from April 1st of each year to March 31st of the following year. The specific Term of a dockage assignment shall be valid from the date of assignment until the following March 31st, unless (a) it is voluntarily relinquished sooner by the member to whom assigned, or (b) reassigned by the Committee, provided thirty (30) days notice and adequate replacement dockage is provided for the balance of the Term, or (c) the assignment is terminated as provided herein. Seasonal small boat dockage assignments shall be from April 15 to November 15 of the same year. Members who are assigned seasonal dockage are required to vacate such assignments upon twenty-four (24) hours notice by the Waterfront Committee.

3.C. Annual assignments shall be made each year by the Committee based on a member's relative standing on the slip and/or jet dock wait list. Any member can request placement on the respective wait lists at any time. The request must be in writing and sent to the Chairperson of the Committee. The Committee Chairperson will acknowledge, in writing, receipt of the member's request. This acknowledgement does not commit the assignment or availability of space and is intended only to acknowledge receipt of the request.

3.D. The Committee shall have the right to reassign dockage at any time subject to the provisions hereof.

3.E. The actual slip or dockage provided need not be the same size or accommodation as the slip or dockage previous assigned, provided the boat is safely accommodated as determined in the sole and absolute discretion of the Committee. Dockage will be assigned on the basis of the minimum space necessary for the safe operation of each particular boat. No member has a right to continuous occupancy of any particular space.

3.F. To be valid, an assignment of dockage must be issued in writing, by the Committee, for a particularly described boat solely owned by a member in good standing or jointly owned by members in good standing with other members in good standing. Transient assignments may only be issued for guests of members in good standing while visiting that member.

3.G. Unless specifically authorized by the Committee, the exchange of dockage assignments, or the granting of permission for the use of assigned dockage, by an HOA member or any other person is prohibited.

3.H. A boat may be substituted for the use of previously assigned dockage, provided (i) the boat is owned by the same member, (ii) the member must be in good standing, (iii) the Chairperson is notified in writing of the substitution within three (3) days of the substitution, and (iv) the substitution shall not create what a reasonable person would consider to be either an unsafe condition or a threat to the property of the HOA or other members. If the Committee disapproves of the substitution, the member shall remove the boat within the time provided by the Committee. The decision by the Committee to not allow the substitution may be appealed to the Board only after the substituted boat has been removed in complete compliance with the Committee's instruction to remove the boat within the time provided by the Committee for the removal of the boat.

3.I. Occupants of assigned dockage (whether they be owners or renters or bona fide guests) shall be required to demonstrate proof of assignment to the dockage they occupy and proof of ownership by a copy of the current documentation or state registration, for the year in which request is made, of the boat to occupy such dockage. Such requests for proof may be made at any reasonable time by any member of the Committee, any Director or officer of the HOA, or any member of the HOA assigned to security patrol functions by the Board at the time. Refusal to comply with such requests within a reasonable time will be cause for recommendation of termination of assignment of dockage or other action deemed as appropriate by the Board under the circumstances.

3.J. The Chairperson must be notified, in writing, within seventy two (72) hours of the sale, transfer, or loss of a boat assigned dockage. In the case of sale or transfer, such boat must be removed from the assigned dockage immediately. Until such removal, the new owner, if not a member of the HOA, may not be in or on any HOA property or facility unless in the company of the previous owner. The member assigned the dockage and selling the subject boat shall be deemed to have indemnified the HOA and any member thereof for any damage, injury, loss, cost or expense related to the sale, occupancy or removal of the boat being sold.

3.K. At any time the slip shall be unoccupied for more than two (2) weeks, the Holder shall notify the Chairperson. Such notification shall include the reason for the vacancy and the expected length of the vacancy. The Chairperson shall, at his or her discretion, assign the slip for temporary use pending return of the Holder's boat. Violation of this rule to notify the Chairperson may result in loss of slip assignment.

3.L. In the event that the Holder of an assigned slip fails to occupy the slip for a continuous period of thirty (30) days, the Committee may terminate or reassign the dockage upon consideration of the circumstances. In situations where the boat is on a temporary cruise, away from the slip for extended repairs, or subject to other extenuating circumstances, then the Holder shall be permitted to retain their assignment.

3.M. Upon the sale of the boat occupying the assigned dockage, the Holder shall have a period of ninety (90) days to acquire a replacement boat for the assigned dockage. If the boat is not replaced within ninety (90) days, the assignment shall be terminated and the Holder shall be assigned a position at the top (first position to next receive an assignment) of the Waiting List.

3.N. There shall only be one valid member, holder or occupant (including families) per lot in Fishing Creek Farm. No lot owner, resident, member, holder or occupant may assign or sublet any right to use the HOA properties or facilities to any other party. Should the lot or residence be leased, with such lease conferring upon the lessee the right to make request for a slip assignment, then the landlord under such lease shall not have the right to apply for an additional slip assignment. Any such lease transfer of the right to make request shall automatically terminate any existing slip assignment. Such lessee must make separate request for the Waiting List and slip assignment.

3.O. The Committee shall prepare a lease form for assigned slip occupancy, including seasonal small boat dockage, which when signed by the members, authorizes all appropriate use of the HOA's waterfront facilities. All members must execute a lease form prior to entering upon or using the HOA facilities or property for non-temporary or temporary dockage. No assignment of space shall be valid unless made by the Chairperson or designated Committee member in writing.

3.P. Any boat, inflatable, raft, or floating object, regardless of size, shall be considered to be boats and shall be subject to these Rules. For the purposes of nontemporary assignments, the minimum size of boat to be assigned space in a slip shall be 19 feet. The maximum size of boat for seasonal small boat dockage shall be 22 feet.

3.Q. Upon approval of the Board, the Committee may from time to time institute such parking rules and regulations as the Committee deems necessary and appropriate. Members should be encouraged to use only one space per family during the summertime months. Additional parking for guests is restricted and members are encouraged to have guests park at their respective residences. Whenever possible, members are encouraged to remove all vehicles from the HOA parking areas and to return vehicles to their residences.

4. Assignment Procedures

4.A. Request for Dockage

4.A.1. Requests for assigned nontemporary dockage shall be accepted by the Committee only from members of the HOA. Only one such request may be accepted from each lot. Requests for nontemporary dockage, including seasonal small boat dockage, shall be accepted only for boats owned solely by members in good standing, or jointly by members in good standing with other members in good standing.

4.A.2. Requests for assigned temporary dockage, including seasonal small boat dockage, may be accepted by the Committee for members for boats solely owned by such member. Requests for transient dockage may be accepted by the Committee for members and for boats owned by bona fide guests of resident members. The Committee may accept requests for temporary or transient dockage using the same priority as determined for the assignment of slips.

4.A.3. Each request for dockage shall be accompanied by proof of ownership of the boat involved (a copy of current documentation or state registration for the year in

which request is made) except in the cases of requests for transient guest privileges not exceeding seven (7) days.

4.A.4. Each request shall include at least the name, address, home and work (if applicable) phone numbers and e-mail address (if available) of the member as well as a brief description of the intended vessel, including type (sail or power), overall length, beam and draft.

4.B. Initial Assignments at the Beginning of Each Term.

4.B.1. The Board shall ensure that current copies of all relevant documents related to the waterfront facilities are posted on the HOA's web site.

4.B.2. The Committee will determine the exact location and size of each dockage space available for assignment for the ensuing year and prepare a listing, arranged by categories of size, accessibility, and other considerations. The Committee shall designate at least one transient docking position for short term mooring to be used for the purpose of loading and unloading of supplies and passengers. The time allowed for mooring at the transient docking position(s) shall not exceed the time necessary to transfer supplies (excluding electricity) and passengers. The Transient docking position(s) shall be vacated at all other times.

4.B.3. A boat need not be owned at the time of request, but must be purchased within ninety (90) days of assignment, or the assignment shall be offered to the next member on the Waiting List.

4.B.4. This section shall be used for determining the priority of boat slip assignments for the Waterfront Facilities.

4.B.4.a. For all requests, the Committee shall accept such requests in chronological order for the purpose of determining Waiting List priority.

4.B.4.b.. The order of priority for all requests shall be adjusted in accordance with the procedures required in sections 3.M., 4.C.1 (d), 4.C.1 (f), and 8.E.

4.B.4.c. The ordered listing of all existing slip assignments and waiting list requests will be appended to form one list. The Committee will then consider each request in turn and tentatively assign each boat to an

available space. In this effort the Committee shall assign to each boat the absolute minimum amount of space necessary for safe operation without regard to prior assignments or the degree of benefit or convenience involved. The Committee's actions shall be guided and controlled by one and only one criterion, to wit: to maximize the number of member requests which can be assigned adequate dockage space without denying adequate dockage space to those currently assigned space except in those cases where the amount of dockage available for assignment is reduced by damage to the facilities (by fire, ice, storm, collision, rot, siltation, erosion, etc.) or by action of any governmental body, including the Board of Directors.

4.B.4.d After the maximum number of adequate assignments have been made, those requests which were not assigned dockage shall become, in the same order of priority as they appeared on the list used in sections 4.B.4.b and c, as adjusted, the official and approved Waiting List.

4.B.4.e. The HOA slips or other dockage are intended for the recreational use of the members in good standing of the HOA. The slip assignment for any boat that has not been utilized away from the slip for at least one day during each of the months of May, June, July, August and September of each season or Term shall be terminated, or if there is no Waiting List, the holder may be reassigned a less beneficial or convenient slip with no preference of assignment considered during the subsequent assignment period. Such termination shall be automatic if any member is on the Waiting List, or if there is no member on the Waiting List, then such reassignment shall be at the discretion of the Committee.

4.B.4.f. The tentative listing, after adjustments for member benefit and convenience, shall be submitted to the President and the Board for review, approval, and publication to the community. All approved assignments become effective on April 1st and all necessary moves and shifts must be accomplished by April 15th.

4.B.5. This section shall be used for determining the priority of Personal Watercraft ("PWC") dockage assignment for the Waterfront Facilities.

4.B.5.a. The PWC dockage assignment priority determination shall follow the process for determining boat slip priorities with the following exceptions:

4.B.5.a.1. A separate PWC dockage assignment priority list shall be maintained for HOA members who have slip leases. This list will be appended to the bottom of the list established via the above process.

4.C. Waiting List Procedures.

4.C.1. The Waiting List created by the Committee after making its initial assignments will be maintained according to the following procedures:

- (a) As a dockage space becomes available through termination of an assignment, or otherwise, the vacancy will be offered to the applicant with the highest priority on the Waiting List and whose status is not considered "inactive," pursuant to subsection (e). Each applicant on the Waiting List will not be offered a vacancy more than once during a season or calendar year.
- (b) If the vacated space is adequate for the first priority applicant's boat, the applicant has twenty four (24) hours from time of notification in which to either accept or reject an assignment of dockage (which time may be reasonably extended by the Committee or the Board in their sole discretion for extenuating circumstances). If the first priority applicant rejects or fails to accept within twenty four (24) hours, the vacant space will be offered to the second priority applicant who will also have the right to accept or reject, and so on until the space is assigned.
- (c) If the vacated space is inadequate for the boat of the Waiting List applicant to which it is offered, the Committee will endeavor to rearrange existing assignments to accommodate the applicant's boat. When the Committee determines that a change or changes of assignment will accommodate a new arrival and there is a choice as to which of two or more boats should be required to move or change assignments, the owner or owners with the lower total of points for ownership and residency should be required to make the necessary

changes. If no space can be made available through this procedure, the offer of space to that applicant will be withdrawn by the Committee and the space will be offered to the next highest priority applicant on the Waiting List.

- (d) An applicant who rejects, or fails to accept, an offered space retains his or her relative standing on the Waiting List until and unless he or she rejects, or fails to accept, an offered vacancy a second time. In such event, the applicant shall move to the end of the Waiting List on the same day as the second rejection of, or failure to accept, a slip vacancy.
- (e) Any member who is not interested in being considered for a slip vacancy during any calendar year may request that the Committee place his or her request on "inactive" status. A member must request "inactive" status in writing on or before January 15 of the year in which this status is sought. A member may not withdraw a request for "inactive" status regarding his or her request until January 15 of the following year and only through a written request to the Committee. A member's request will remain "inactive" until such a written request is made on or before January 15 of the year in which the applicant seeks to be considered for a slip vacancy. A member on "inactive" status retains his or her relative standing on the Waiting List, although the member will not be offered a slip vacancy during the period that he or she has an "inactive" request.
- (f) In the event that a boat is sold and no boat is substituted for the sold boat, or the assigned slip is voluntarily surrendered by the holder, then that occupant shall be assigned the first space on the Waiting List (at the top) to be processed in turn as described in this section. If more than one member is assigned the first space on the Waiting List as a result of the provisions of this subsection, each member shall be ranked in chronological order using the date that he or she relinquished his or her slip.

4.D. Changes, Exchanges, or Modifications during the period April 1st through March 31st.

4.D.1. Whenever a vacancy occurs and an assignment of space is made to an applicant on the Waiting List, any current dockage assignment holder who decides that the recently vacated space is more beneficial or convenient may

request assignment to that space provided that the Waiting List request is not thereby denied adequate dockage space. If a member requesting the more beneficial or convenient space has an original slip lease date earlier than any other dock occupant who may also have requested the recently vacated space, the exchange will be permitted by the Committee. If there are two or more current slip holders who request the same vacated slip and who have the same original slip lease date, a lottery will be used to resolve the tie. A series of exchanges may result from such an action, but in no case will the applicant from the Waiting List be denied adequate space for his or her boat.

4.D.2. An occupant of dockage may apply for and be granted permission to move to a larger or more desirable space only once during the period April 1st to March 31st of any year, however, moves made at the request of the Committee in order to provide space for an applicant from the Waiting List or in order to correct obvious inequities or dangerous situations will not be considered to have been requests for more desirable space.

4.D.3. The Committee may recommend any relocation of assignments at any time, and upon approval by the Board such relocations shall be binding. The Board's decision regarding any relocation shall be final, and changes must be completed within the time period determined by the Board.

4.E. Assignments of Temporary Dockage.

4.E.1. If unassigned dockage space exists after all requests from members have been accommodated, or if spaces exist which are not acceptable to applicants on the Waiting List, the Committee may consider requests from members already assigned dockage space requesting temporary dockage space for second or third boats, including seasonal small boat dockage. Holders of assignments for dockage space for second or third boats must surrender such dockage space immediately upon demand by the Committee or whenever such dockage space is assigned by the Committee to a member not holding any other assigned dockage spaces. Upon notice from the Committee such second or third boats must be removed immediately by their owners. For purposes of assigning dockage space to members on the Waiting List, all temporary assignments will be considered vacant spaces.

5. Rules Regarding PWC Dockage and Utilization

5.A. The Jet Docks are limited to an area of the community pier on the east side of the boat house.

5.B. The number of Jet Docks as well as their size is limited to those approved by the Maryland Department of the Environment.

5.C. The Jet Docks shall be purchased, installed and maintained by the HOA. In turn, each Jet Dock will be leased to an eligible HOA member as provided in section 4.B.5. The lease fee, annual operating fees and other terms shall be recommended by the Committee and approved by the Board.

5.D. Any appropriate size vessel may be docked on the Jet Dock assuming it can be done in a safe manner and not impinge on the docking area of an adjacent member. The HOA Waterfront Committee shall have the absolute authority to determine if a vessel is appropriate for utilizing a Jet Dock.

6. Rules Regarding Boat Lifts

6.A Fixed Boat Lifts

6.A.1. The Board has designated a certain number of slips for the installation of fixed boat lifts.

6.A.2. The Board will designate the manufacturer(s) of authorized fixed boat lift. The Board, through its authorized representative and in its discretion, may negotiate a purchase and installation package of the approved boat lifts.

6.A.3. The boat lift slip lease holder is responsible for the purchase, installation and all other related costs of the Board-designated boat lift.

6.A.4. The boat lift slip holder must also post a refundable deposit, as determined by the Board, for the restoration of the slip (including the removal and disposal of the boat lift and replacement/repair of pilings) in the event the boat lift slip holder fails to restore the slip to its original form when the slip holder's lease is terminated for any reason.

6.A.5. Upon termination of the boat lift slip lease, the lease holder must remove the fixed boat lift or sell it to the new occupant, if any, within 15 days of the lease termination date. In no event will the HOA refund the boat lift

slip holder's lease termination refund, if any, until the matter of the boat lift is appropriately resolved.

6.B. Floating Boat Lifts

6.B.1. Only Board-designated floating boat lifts are authorized.

6.B.2. The number of such floating boat lifts is limited to the number authorized by the appropriate permitting agency.

6.B.3. The floating boat lift slip holder is responsible for the purchase, installation and all other related costs.

6.B.4. Upon termination of the slip lease, the lease holder must remove the floating boat lift or sell it to the new occupant, if any, within 15 days of the lease termination date. In no event will the HOA refund the boat lift slip holder's lease termination refund, if any, until the matter of the boat lift is appropriately resolved.

6.C. Boat Lift Qualification:

6.C.1. For existing slip holders, the available boat lifts will be assigned to interested slip holders on the basis of the original date of the respective slip lease. If there are more interested slip holders, with the same original slip lease date, than boat lift slips, a lottery will be used to allocate the available boat lift slips.

6.C.2. For members on the wait list, the available boat lift slips will be assigned to interested wait list members on the basis of their rank-ordered standing on the wait list.

7. **Rules Regarding Use of Waterfront Facilities**

7.A. All boats occupying dockage shall be maintained in a safe condition and shall not constitute a fire or other hazard or they shall be removed from the area. No amount of fuel, oil, lubricant, sewage or other waste shall be pumped, poured, ejected, or dumped into the water. Members are encouraged to use the clubhouse toilet facilities or to use only onboard facilities with proper storage and pumpout facilities. A person may not unnecessarily block access to the pump-out facilities, and an HOA member may raft alongside an offending boat to use the pump-out facilities. Users of the pump-out facilities must vacate immediately after using the facilities and/or loading and

unloading. All liability for damage rests with the boat and owner violating these rules. The Waterfront Committee is responsible for placing signage that notifies users of the pump-out facilities that rafting is permitted when access is being blocked.

7.B. The HOA is not responsible for any loss or damage to any boat or other personal property at any HOA facility or property.

7.C. Compensation for or repair of any damage done to any boat, structure, equipment, water or electrical system in any HOA facility or property will in every case, without exception, be the responsibility of the person or persons causing such damage. Any boats which sink in any waters near or adjacent to any of the HOA facilities or properties will be promptly removed or refloated by the owner (not to exceed ten (10) days), or the Board may remove such boat at the HOA member's or owner's expense. Boat owners shall be responsible for any reporting of spills as required by law.

7.D. Guests, outside contractors, agents, laborers or anyone else authorized access to a boat will not be permitted in any HOA property unless accompanied by a member or acting under the authority of a member, or unless prior arrangements have been made with the Committee.

7.E. Except for Committee-authorized dock boxes, no one shall store supplies, materials, accessories or debris or any portion of in the piers or on any property of the HOA, or construct or place thereon any lockers, chests, sheds, cabinets, steps, ramps or other structures without written approval of the Committee. No modifications may be made to the electrical or water systems without written approval of the Committee.

7.F. Electrical power shall be assessed to the occupants in the dockage assessment.

7.G. If the owner of a boat which is liable to suffer damage or cause damage to other boats or property is not present and cannot be located in time to prevent damage from occurring, such boat may be boarded by the Committee members, officers, Directors, security patrols, or Board appointees in order to take appropriate and necessary remedial action.

7.H. Commercial activity is not permitted in or at any HOA property or facility.

7.I. No one is permitted to live in a boat occupying assigned dockage for a period of more than one (1) week without written permission from the Committee.

7.J. Members of the Committee and owners of boats assigned dockage must share in the responsibility for any security patrols, trash removal, minor repairs and general upkeep of the HOA waterfront facilities when requested to do so by the Committee. Failure to perform these assigned duties, with the exception of medical reasons, may result in loss of slip assignment(s) or special assessment, as determined by the Committee and approved by the Board, to cover the cost of replacing the voluntary effort.

7.K. Each member assigned dockage, each member of the Committee, each Director and officer, and any designee of the Board will be provided keys or combinations to the locks on any gates of the waterfront facilities. No one, adult or child, shall be permitted within the fenced area after dark unless accompanied by an adult HOA member.

7.L. Bicycles, tricycles, mopeds, etc., are not allowed on the wooden portions of the waterfront area except when being walked by hand (no riding allowed) to a boat for immediate storage on the boat. Hand carts shall be allowed within the waterfront facilities for the transportation of supplies and materials to or from boats; provided, such hand carts must be immediately removed by the owners and stowed in an area designated by the Committee.

7.M. Pets shall be leashed at all times, must be attended at all times, and may not be allowed to disturb other members' use and enjoyment of the facilities.

7.N. No holder or other occupant shall cause a disturbance. All noise shall be kept to a minimum, and after 11:00 p.m. no noise shall be allowed which may be heard from any residence in Fishing Creek Farms. No radio, tape player, CD player, television, musical instrument, or similar devices shall be allowed to make noise that can be heard from any other boat or any resident.

7.O Halyards shall be secured so as to minimize "slapping" or other noises.

7.P. Prolonged running of engines is prohibited. Engine noises shall be minimized.

7.Q. Members shall practice safe boating at all times, no member shall operate a boat at a speed in excess of six (6) knots within Duvall Creek, and members shall create no wakes.

7.R. Evidence of liability insurance in form and amount acceptable to the Committee will be required prior to occupancy of any assigned space or receipt of a ramp permit.

8. Liability

8.A. Any applicant, slip holder, Jet Dock holder, member, or any guest thereof, in consideration for, and by acceptance of, the privilege to enter upon or use the HOA facilities, shall indemnify and hold harmless the HOA and all lot owners from any and all liabilities, costs, or expense. Members shall always be responsible for the actions of their guests.

8.B. As a condition of accepting the right to use the facilities and properties of the HOA, all slip and permit holders shall execute a use agreement which shall expressly indemnify the HOA and lot owners. Refusal to accept the terms thereof shall be grounds for forfeiture of all rights to use the HOA facilities and shall be grounds for immediate termination of all assignments hereunder.

8.C. Any occupancy of HOA facilities shall be at the sole cost and expense of the occupants. No occupant shall take any action, or refrain from taking any action, which shall incur expenses for, or damages to, the HOA, the lot owners, residents, or any other occupant.

8.D. All costs of disputes or corrective action required to be taken by the Committee, provided such actions have been approved by the Board, shall be born by the occupant or member using the HOA property or facilities, or the occupant or member allowing others to use the HOA property or facilities. If the HOA prevails, the cost and expense of any legal action required to be taken at the direction of the Board shall be at the cost and expense of the occupant or member against whom such action is taken. If the HOA prevails, or if any threatened legal action is discontinued, the cost or expense of defense in any legal action taken against the HOA, Board, the Committee, or any member thereof, shall be at the cost and expense of the occupant or member who causes such action to be taken against the HOA, Board or Committee.

8.E. Request for and acceptance of the use and/or occupancy of any HOA facilities shall be deemed acceptance of the conditions of these rules and procedures.

9. Termination

9.A. Upon termination, any boat or equipment must be removed immediately from the HOA property. Any boat or equipment remaining at the HOA property after seven (7) days shall be charged rent at the cost of \$500 per month, and shall be considered abandoned within the shortest amount of time allowed under law, and shall be removed as allowed by law.

9.B. Each term hereunder shall be deemed to be terminated upon the last day of the assigned period, and no term hereunder shall be automatically renewed. Any holdover hereunder shall be on a month to month basis; provided, however, that no occupant, member, holder, or user of HOA property or facilities shall have any right to occupy the assigned space, or use the HOA property or facilities beyond the stated term of the assignment or use permit.

9.C. The right to use or occupy any of the HOA property or facilities shall be automatically terminated upon the sale of the member's lot within Fishing Creek Farms.

9.D. The Committee may recommend to the Board the termination of any assignment of, or the right to use, the HOA property or facilities for the violation of any of these rules and procedures, or for the failure to comply with the instructions of the Committee with respect to any of the HOA properties or facilities. Such termination shall become immediately effective upon approval by a majority vote of the Board of Directors. Recommendations for termination shall be considered by the Board of Directors only after the offending party has received (1) written notification of the rule violation or failure to comply with the instructions of the Committee, and (2) an opportunity for a hearing on the matter before the Board.

9.E. The Board may terminate any assignment of, or right to use, the HOA property or facilities for the failure of the member to pay all assessments, fees, dues, costs or expenses as required under the HOA documents or these rules. Such assignment or right to use the HOA property shall be reinstated by the Board only upon the payment in full of all such sums. In the event that any assigned space has been reassigned before the failure to pay has been cured to the satisfaction of the Board, then the defaulting party shall be placed on the bottom of the Waiting List until the beginning of the next assignment term, at which time the defaulting party's request for a slip assignment shall be treated in turn without preference or consideration to previous space assignments.

9.F. As set forth in Paragraph 4.B.4.8., the HOA slips or other dockage are intended for the recreational use of the members in good standing of the HOA. The slips or other dockage shall not be used for permanent storage. Accordingly, any slip holder whose boat is not utilized away from the slip at least one day during each of the months of May, June, July, August and September of each boating season, shall be terminated, or if there is no Waiting List, the holder may be reassigned a less desirable slip with no preference of assignment considered during the subsequent assignment period. Such termination shall be automatic if any member is on the Waiting List, or if there is no member on the Waiting List, then such reassignment shall be at the discretion of the Committee.

9.G. The Board shall have the absolute right to terminate any or all slip assignments at any time on thirty (30) days notice in order to facilitate construction, survey or planning activities for the Waterfront Facilities, or any addition to the Waterfront Facilities.

10. Use of Moorings

10.A. Any member using a mooring buoy or otherwise anchoring a boat in or around the HOA waterfront facilities, shall be subject to these Rules when they use the waterfront facilities in any way.

10.B. No member shall place a mooring, or anchor a boat, in such a way as to block the use and/or the access to any HOA waterfront facility.

10.C. Any member using a mooring or anchoring a boat who fails to comply with these Rules shall be subject to (i) the revocation of all HOA privileges at the discretion of the Board, and/or (ii) any other remedy available.

11. Ramp Facilities

11.A. No motor vehicle may be operated on any part of the launching ramp unless by an HOA member in good standing, or an authorized guest in the presence of an HOA member, or as otherwise authorized by the Committee.

11.B. The hours of permitted use of the ramp shall be 6:00 a.m. to 11:00 p.m., seven days per week, unless such times are specifically altered by the Committee or Board.

11.C. The time allowed for the use of the ramp by each member in turn shall not exceed twenty (20) minutes. Each member shall use and vacate the ramp as quickly as possible.

11.D. No trailer shall be left unattended in the ramp area at any time. No boat may be docked at the right side of the ramp facility (as viewed from the land) for more than two (2) hours without the approval of the Committee, and as long as access to the floating dock is not obstructed. A boat may be docked on the left side of the ramp facility for no more than forty-eight (48) hours. After such time, a member is required to apply for transient or temporary dockage in another location.

11.E. Once the boat has been launched the trailer shall be immediately removed from the ramp and the gate shall be closed and locked.

11.F. Once a boat is launched and secured (or attended), the trailer must be removed from the parking area. No parking of trailers, loaded or empty, is permitted at any time.

11.G. Extreme caution shall be used at all times to ensure the safety of children, pedestrians, property and other boats.

11.H. Since facilities are limited, all users shall be courteous to other members, and conscientious of other members' right to use the facilities.

11.I. Noise levels shall be kept to a minimum at all times.

11.J. All members shall report improper usage to the Committee in writing, including the improper use of the ramp area for boat maintenance or repair.

11.K. All of the Rules set forth herein shall apply to the use of the Ramp and related parking areas.