



Frye Island Yacht Club

Operations Policy Handbook

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FRYE ISLAND YACHT CLUB

POLICY HANDBOOK

1. General

This *Yacht Club Operations Policy Handbook* is a collection of all of the standing rules of operation for the Frye Island boating facilities. The Frye Island Yacht Club is an operating entity of Frye Island Incorporated (FII). The Island General Manager is responsible for all day-to-day operations of the Frye Island Yacht Club. The FII Board of Directors is responsible for establishing policies and budgets of the Frye Island Yacht Club. A Marina Committee has been established to assist FII and the General Manager in the boating operations. For the year 2003, the attached Addendum dated 3/8/03 shall be part of this Policy Handbook.

2. History of Frye Island Marina Activities

In the original development plans for Frye Island, the area around Long Beach was identified as a Marina. This area included the two lagoons, Marina Road and lots adjacent to the lagoons. A canal at Quail Circle was also created for boat docking and it evolved into a common tie-up facility.

A Marina Committee was formed in 1983 with the purpose of revitalizing the original development plans for a Marina. The area at Long Beach was zoned Water Oriented Commercial, which includes marina uses, by the Town of Standish in 1984. Between 1984 and 1987, the Marina Committee surveyed Islanders as to the need for a Marina facility, and obtained budget estimates for dredging and construction of floating docks. The Marina Committee also obtained a cost estimate for developing the planning materials, the site plan, and the DEP permit application.

At the July 1989 Annual Meeting of the Frye Island Incorporated (FII) stockholders, the Board of Directors were instructed to take positive action towards moving the Marina project to fruition. At the October 1989 FII stockholders meeting the Board presented a plan to create a Frye Island Yacht Club. The Yacht Club would set usage fees for slips in the Quail Circle canal area. The revenues from Yacht

Club membership fees and Quail Circle annual user fees would provide the seed money for the development of a Marina at Long Beach. This plan was approved by the stockholders. Over the next three years approximately \$40,000 was collected, allowing the permit process to proceed.

In April, 1993 the permit was issued. Throughout 1993 and into 1995, the Board discussed financing options, covenants and operating rules. Meetings were held on Frye Island during the summers to obtain Islander input. In the fall of 1994, work began on the facility site. A septic system for the public rest room was installed. The rest room facility is an integral part of the Marina operation but is open to all Islanders.

Over the winter and into the spring of 1995, financing options were finalized, covenants and rules were revised, and a Frye Island Yacht Club Policy Handbook was developed. Commitments for slips were asked for by September 15, 1995. Over fifty people paid the required money by the September deadline. While a few more people were needed to reach the break-even point for construction, the Frye Island Board voted on September 18, 1995 to proceed with the construction plans. Construction began in the late summer of 1996, and 1997 was the first season of complete operation for the Marina.

Quail Circle remained as a boat tie-up facility with slip locations assigned to Islanders who provide their own docks.

3. General Policy Considerations

The Frye Island Yacht Club Policy is built on the principle of maximizing the opportunity for an owner of a house on Frye Island to also have use of a boat slip. There will soon be 500+ houses on Frye Island with a current maximum of ~ 130 rental slips (80 in Quail Circle and ~ 50 in the Long Beach Marina). Despite building out additional docks in the Marina, it appears there will be a shortage of slips in the relatively near future. The Policy is intended to provide an equitable chance for island homeowners to use one of the slips owned by FII, and to supplement the existing rules for the Marina and Quail Circle.

This 2003 Revision was undertaken because of the growing demand for boat slips on Frye Island and the need to accommodate that demand in a fair and impartial manner.

4. Yacht Club Membership

Membership in the Frye Island Yacht Club is open to Frye Island property owners, and is obtained by paying the Membership Fee. Upon timely payments of the Membership Fee, the individual is referred to as a Member and shall have access to boat slips in Quail Circle and the Marina as set forth herein.

There is a one-time Membership Fee of \$300.00, which may be paid in three installments of \$100.00 each. The first installment is payable when a slip assignment is requested, and the second and third installments are payable annually once an Annually Renewable Slip Assignment has been made. For Equity Rights Slip owners, the first installment is payable at the time of purchase and the second and third installment are payable annually in the next two seasons. Voting rights also begin when an Annually Renewable Slip is assigned or an Equity Rights Slip is purchased.

There shall be a limit of one Frye Island Yacht Club member per property. The member shall be an owner listed on the deed of the property or a spouse of an owner. If the property is owned by a legal entity, such as an LLC or a trust, the legal entity may designate one person who occupies the property on a regular basis to be a member. Membership shall be effective upon payment of the first installment of the Membership Fee and shall continue for the period the member owns property on Frye Island, provided all fees are paid and the Member complies with all pertinent rules and regulations of the Frye Island Yacht Club Policy Handbook.

If an owner having an Annually Renewable Slip sells his/her Frye Island house, the owner's Yacht Club Membership shall end; however, if the owner purchases another house, the owner may rejoin the Yacht Club without payment of the one-time membership fee.

If an Equity Rights Slip holder sells his/her Frye Island house, the owner's Yacht Club membership shall continue during ownership of the Equity Rights Slip, provided the annual fees for the slip are paid.

5. Marina Committee

A Marina Committee has been established to develop the policies and procedures for governing the operation of the Frye Island Yacht Club, including the Quail Circle Canal and Long Beach Marina operations. The actions taken by the Marina Committee are subject to the approval of the FII Board and are intended take into consideration the responsibilities of the Island General Manager pertaining to the Yacht Club.

The Marina Committee has nine elected members, who serve three-year staggered terms. An election for three openings on the Marina Committee will be held at an annual Frye Island Yacht Club Meeting on Labor Day Weekend. Yacht Club Members having an Equity Rights Slip or an Annually Renewable Slip are qualified to vote at the election at the Frye Island Yacht Club annual meeting. Notification of the election shall be posted on the Office Bulletin Board four (4) weeks prior to the election and shall be published in the FINS four (4) times prior to the election. The Marina Committee shall elect one of its members as the Chairman immediately after the Marina Committee elections. The FII Board shall appoint a non-voting liaison to the Marina Committee.

In the annual election of three members of the Marina Committee, at least one elected member shall be a slip holder in Quail Circle, and at least one elected member shall be an Equity Rights Slip Holder. The third elected member shall be “at large.” If a committee member resigns, the Marina Committee shall elect the replacement who shall meet the qualifications of the resigning member (i.e., if the resigning member is a slip holder in Quail Circle, the elected replacement member shall be a slip holder in Quail Circle). The replacement member shall serve until the next election, when a replacement member with the same qualification shall be elected for the remainder of the three-year term.

The Marina Committee Chairman must call a winter/spring committee meeting to establish plans for the coming season. Other Marina Committee meetings may be called by the Island General Manager or any Marina Committee member for a specific reason. The minimum quorum for a valid Marina Committee meeting is five Committee members. The Marina Committee Chairman or the FII Board may also call a meeting of the Frye Island Yacht Club.

6. Types and Allocation of Slips

A. Equity Rights Slips:

The development of the Long Beach Marina was financed by the sale of Equity Rights Certificates. There are sixty-five (65) Equity Rights Slips in the Marina and no more Equity Rights Slips will be sold. These Equity Rights Slips were made available only to owners of real estate property on Frye Island.

Even though there is Equity Rights Ownership of a slip, continued use of the slip is conditioned on ownership of Frye Island Property, payment of fees and compliance with the requirements of the Policy Handbook.

An Equity Rights Certificate that is paid in full, is considered to have value and can be sold by the Member to another Frye Island real estate property owner provided that the person is a Frye Island Yacht Club member. The Frye Island Incorporated General Manager will act as the official agent to handle the sale of Equity Rights Certificates to be sure the transfer is noted in permanent records. A nominal service charge of \$25.00 must be paid to Frye Island, Inc. by the seller of the Equity Rights Certificate at the time of transfer to cover administrative costs.

The Equity Rights Slip owner can determine which other Frye Island property owner is the buyer of his/her Certificate, and the amount of the purchase price. The Member can also make his Certificate available for sale to any Frye Island property owner who contacts the Frye Island General Manager, at a target purchase price established by the owner. Frye Island Incorporated does not guarantee that the current or future owners will recover their investment. Market demand for boat slips will determine pricing.

The remaining slips in the Marina and Quail Circle shall be Annually Renewable Rental Slips and General Rental Slips.

B. Annually Renewable Rental Slips:

An "Annually Renewable Slip" is a slip owned by FII and assigned to a house owner for renewable annual rental each year during ownership of a house, provided that fees are paid on time and there is compliance with the requirements of the Policy handbook. All Quail Circle slips will remain Annually Renewable Slips and a portion of the FII slips in the Marina will be Annually Renewable Slips. Current Policy provides that there will be a maximum of 30 Annually Renewable Slips in the Marina.

Assignments of Annually Renewable Slips shall be made only to Frye Island Yacht Club Members who

own houses on Frye Island.

The purpose of the Annually Renewable Slips is to provide a FI property owner with a slip until such time that the property is sold or the property owner no longer desires to rent the slip. The slip will then be made available to another FI property owner in accordance with a Waiting List. This provides an equitable opportunity for FI property owners to utilize a slip on a long-term basis.

C. General Rental Slips:

The remaining rental slips in the Marina shall be “General Rental” Slips. A “General Rental Slip” is a slip owned by FII and rented on a weekly or seasonal basis with no right of renewal, so that opportunity for use may be allocated among FI house owners on a first come, first served basis. A General Rental Slip may be rented to owner’s guests and renters and to Frye Island property owners after the requests of house owners have been satisfied.

Another purpose of the General Rental slips is to retain some uncommitted slips and flexibility in future slip assignments. For instance, two house owners might each be given the opportunity to utilize a slip for a portion of the season. This could provide the maximum number of Islanders with slips while maintaining options in addressing future issues as they develop.

D. Custom Slips:

There may be a few custom slips for large boats at the end of the Marina, to be considered on an *ad hoc* basis when the need arises. Any Islander who desires space in the Marina for a large boat should contact the Marina Committee regarding this possibility.

7. Fees

Fees for use of slips during the 2003 boating season are as follows:

- Quail Circle Annually Renewable Slip: \$150.00

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- Equity Rights Slip: \$225.00
- Annually Renewable Marina Slip: \$750.00
- Oversize Annually Renewable Marina Slip: \$850.00
- General Rental Slip – Season: \$750.00
- General Rental Slip – Week: \$100.00

Note: Add \$5.00 to each of the above fees for sticker cost.

There is no charge for use of the Boat Launch Ramps.

Each year the Marina Committee shall recommend fees for the next season and the FII Board shall approve or modify the recommendations in time to publish the fees in the Winter FINS as an Addendum to this Policy. As a courtesy only, best efforts will be made to send a bill to members who had an Annually Renewable Slip for the prior year. Fees are due when the Island opens, with a grace period to Memorial Day. If a full payment of the fee is received by the FII General Manager on or before Memorial Day, the Member will be able to keep his/her Annually Renewable Slip assignments. For those Annually Renewal Slips that have not had payments in full made by Memorial Day, the Annually Renewable Slip will be made available to the next FI property owner on the Waiting List. If an Equity Rights slip owner does not pay the annual fee by Memorial Day, the slip may be assigned as a General Rental Slip for the remainder of the season.

8. Qualification for Annually Renewable Slip Assignment

- A. Assignments of Annually Renewable Slips shall be made only to an owner of a house (i.e., a person named on the deed or designated to represent the legal entity owner) who is a member of Frye Island Yacht Club (i.e., must pay first \$100 installment of the \$300 initiation fee). The second and third \$100 installments of the FI Yacht Club fee must be paid in the first and second years of the slip assignment, unless the assignment was made in the same year as the first payment in which case the second and third payments must be made in the second and third years of the slip assignment.
- B. An Annually Renewable Slip may be renewed annually for the period of ownership of a house on Frye Island. For purposes of slip assignment and renewal, the house may be a dwelling that is framed and roofed and under active construction.

- C. Assignment of Annually Renewable Slips will be made by the Island General Manager in accordance with a defined Waiting List policy and procedure.

9. Waiting List Policy and Procedure

- A. The Waiting List for slips will be kept in an accurate, fair and impartial manner, and will be readily available for public review at all times. The Marina Committee and the Island General Manager will work together on this aspect of the Waiting List Policy.
- B. The FI office shall maintain a Waiting List for Annually Renewable Slips, in substantially the form attached hereto. One Waiting List for Annually Renewable Slips will apply to both Quail Circle and the Marina. The Waiting List will be posted in the Office and on the www.fryeisland.com web site.
- C. Any house or lot owner may place his/her name on the Waiting List; however, a lot owner must have a house as defined above at the time of a slip assignment.
- D. The first \$100 installment of the Frye Island Yacht Club Membership fee must be paid when entering the name on Waiting List. This establishes good faith intent to be on the Waiting List and an additional paper trail for any disputes as to date of sign-up. The \$100 shall be refunded if the owner sells his/her house or withdraws from the Waiting List without receiving an Annually Renewable Slip Assignment.
- E. An owner having an Annually Renewable Slip may also re-enter the Waiting List for purposes of improving the location of the assigned slip, moving from one of Quail Circle or the Marina to the other, or moving from a standard size slip to an oversize slip. It shall not be necessary to pay the \$100 FI Yacht Club Membership fee in connection with a listing for reassignment, as it will already have been paid in connection with the owner's current slip.

- F. The FI office shall give the owner a dated, time-stamped receipt when the owner requests being placed on the Waiting List, in substantially the form attached hereto, with a duplicate copy being retained by the FI Office, and a receipt for the first \$100 payment of the Frye Island Yacht Club membership fee, if not already paid.

- G. When an Annually Renewable Slip becomes available in Quail Circle or the Marina, it shall be offered to the first owner on the Waiting List. If more than one Annually Renewable Slip is available, the first owner on the Waiting List shall have choice of slips.

- H. An owner may defer assignment of an Annually Renewable Slip and maintain his/her position on Waiting List for the next available Annually Renewable Slip. Reasons for deferral might include waiting for a better slip location, waiting for Quail Circle or Marina when only the other is available, or not having begun construction of a house. Deferrals of Annually Renewable Slip assignment shall be confirmed in writing by the FI office to provide a written record that a slip was offered and not accepted.

- I. Between Columbus Day and Memorial Day, the Chair or an appointed member of the Marina Committee will review the status of the Waiting List with the FI Office and Island Manager, before new slip assignments for the next season are made.

- J. Any disputes over slip assignments shall be settled by the Marina Committee, and the owner may request review of the Marina Committee's decision by the FII Board. An owner asserting a certain place on the Waiting List may be required to produce the dated, time stamped receipt if the Marina Committee or FII Board requests it.

10. One House/One Slip

There shall be only one Annually Renewable Slip assigned per house and an Annually Renewable

Slip shall not be assigned to an Equity Rights slip holder. A house owner or Equity Rights certificate holder or Annually Renewable Slip renter may also rent a General Rental Slip if such slips are available after satisfying the requests of property owners without Annually Renewable or Equity Rights Slips, but with no guarantee of renewal and the express understanding that once the Marina and Quail Circle are full the policy will be to maximize the number of houses having access to a slip by assigning only one Annually Renewable or General Rental Slip per house.

11. Grandfathered Slip Assignments in Quail Circle

A few FI property owners had more than one slip assignment in Quail Circle or an Equity Rights Certificate and a slip assignment in Quail Circle. Multiple slip assignments are inconsistent with the policy of one house/one slip and diminish the opportunity for other Islanders to obtain an Annually Renewable Slip Assignment. However, these multiple slips were obtained under the policies then in effect and may have been relied upon to accommodate boats owned by the FI property owner or the owner's family. Some of these slips may also have been left empty or rented.

The Marina Committee was instructed by the FII Board to investigate the circumstances of all multiple slip assignments and to recommend whether specific multiple slip assignments shall be grandfathered for equitable reasons. The following procedure will be followed:

- 1) No multiple slip assignments shall be continued in the 2003 season unless approved by the Marina Committee and confirmed by the FII Board.
- 2) The owner with multiple slip assignments shall provide the Marina Committee with the owner's written justification for retaining more than one slip, including when each of the slips was acquired/assigned and how each of the slips has been used. This history shall include an identification of the boats and the boat owners who have used the slips and the dates of such usage. The owner shall also specify how and by whom the slip will be used if the multiple slip assignment is continued. The owner may, at his/her request, meet with the Marina Committee to explain any particular circumstances regarding the multiple slips.
- 3) The Marina Committee shall consider the information presented and shall recommend to the FII Board whether the multiple slip assignment shall be continued. The

recommendation shall contain any conditions for continuing the multiple slip assignment, such as limiting use to the immediate family of the property owner. The FII Board shall then decide whether to accept the Marina Committee's recommendation in whole or in part.

- 4) In the event a multiple slip assignment is continued, the fee shall be \$450.00 above the standard Quail Circle fee for the first multiple slip and \$900.00 above the standard Quail Circle fee for a second multiple slip.

12. Sticker System

- A. In order to monitor use of slips, all boats occupying any slip in Quail Circle and the Marina shall display a Sticker issued by the FI Office at the time of the slip renewal, rental or other authorized slip use.
- B. There shall be different stickers (by color, configuration or other distinction) for boats in Equity Rights Slips, Annually Renewable Slips, General Rental Slips, and for short-term authorized use of one of those slips by a renter or guest.
- C. In order to receive a Sticker, the boat registration and a copy of the insurance policy for the boat must be presented. Contact information (on and off island phone and address) for the boat owner must also be provided.
- D. There is a fee of \$50.00 per week for issuing a Sticker to a renter or guest. This fee will not be charged when issuing a sticker for Annually Renewable, General Rental, and Equity Rights Slips.
- E. There shall be a fine of \$100 assessed to the owner having the slip assignment if a boat occupies the slip without a sticker. This fine shall not apply if the use is without the slip owner's knowledge or permission, although the owner of said boat will be subject to towing and storage charges/fees.

13. General Service Descriptions and Conditions

The following paragraphs describe the general service descriptions and conditions of use at the boat docking facilities on Frye Island:

- A. Most boat slips at the Marina have been designed to accommodate boats with a length up to 24 feet and a beam of up to about 8 feet. Some oversized slips have been provided for boats with a length of up to 24' and having a beam of 8'6" or more. The Fees listed in previous sections are established with reference to those boat sizes. If an Equity Rights Slip Owner is determined by the Marina Committee to have a need for a larger-sized slip sufficient to accommodate their boat, a larger slip will be made available if possible. If this accommodation is made by the Marina Committee, an additional one-time upgrade fee that is proportional to the usable space lost in making the accommodation shall be assessed.
- B. The operation of the boat docking facilities will be available from mid-May through Columbus Day weekend in October. Actual start and end dates may change due to abnormally low water levels in the Lake or other unforeseen circumstances.
- C. All individuals using boat slips of any type (Equity Rights, Annually Renewable or General Rental) will be asked to verify that they have sufficient insurance on their boat to allow docking at a multi-boat docking facility, including coverage for environmental damage. Any damage/coverage caused by their boat due to a storm, or any other situation, is fully the responsibility of the boat owner and not FII.
- D. No overnight stays are allowed on boats in Quail Circle Canal or the Marina. Quiet hours begin at 10 PM, similar to other parts of the Island. All individuals should leave the boats and the docking area by midnight. This will assist in providing security to the area.
- E. A houseguest of an owner having an Equity Rights Slip, Annually Renewable Slip, or General Rental Slip can use their host's slip with the host's permission, provided a use Sticker is obtained.
- F. A person renting the house of an owner having an Equity Rights slip, Annually Renewable Slip, or General Rental Slip can use that slip with the owner's permission, provided a use Sticker is obtained.

- G. An Equity Rights Slip holder may rent the slip to Frye Island house owners or individuals renting houses on Frye Island, provided a use Sticker is obtained.
- H. A minimum amount of lighting and security patrols will be provided at the Marina and Quail Circle facilities. The amount of security will be reviewed and adjusted as required to match the needs of the users.
- I. Docks in the Quail Circle facility must be removed before the Island closes.
- J. Docks in the Quail Circle facility must be maintained in a safe condition.
- K. The Quail Circle survey is accepted as establishing the number and position of slips available for assignment in the Quail Circle area. Owners having Quail Circle slip assignments must abide with the surveyed position of the slip.
- L. No overnight trailer parking is permitted at the Marina parking area.
- M. On-trailer boat storage services for the off-season may be provided in the future at a reasonable cost if there is a demand. The location for the trailer storage may not be at the docking facility area.
- N. When fireworks displays are scheduled at Long Beach, the boats in the Marina slips closest to the fireworks staging area must be moved. If the owner having the slip assignment does not attend to moving the boat, the boat will be moved at a fee of \$50 and all claims for damage to the boat as a result of such moving are waived. This fee is necessary because the boats must be moved for the fireworks display to take place, and is intended to strongly encourage owners to move their own boats.

14. Rental or Use by Others of Equity Rights Slips, Annually Renewable or General Rental Slips

- A. Annually Renewable and General Rental Slips may not be rented to or used by persons other than the owner or the owner's family, except that the slip may be used by a renter or guest while occupying the owner's house. Abuse of this provision shall be grounds for termination of the slip assignment. At least one written warning and request for explanation shall be made prior to termination. If the slip holder knows the slip will be vacant, the slip holder may as a courtesy inform the Office and the Office may rent it and donate all fees to the fireworks fund or another charity in the slip holder's name, so that

the slip holder may take a tax deduction for the donation, as appropriate. The Office is under no obligation to rent these slips and under no circumstances will they be rented through the office until all FII slips are rented..

- B. If the Annually Renewable or General Rental Slip is to be used by such a renter or guest, there shall be a fee of \$50 per week payable at the time the Sticker is issued for the boat. The Sticker issued for such use shall display an expiration date. It is the owner's responsibility to obtain the Sticker for the renter or guest. It is anticipated that an owner's rental agent may obtain and provide the information (i.e., boat registration, boat insurance, owner identification, rental period, etc.) to the town office on the owner's behalf.
- C. Equity Rights Slips may only be used by the Owner, the Owner's family, other Frye Island property owners, and renters or guests while occupying a Frye Island house. Abuse of this provision by Equity Rights Slips shall be grounds for FII to rent the boat slip as a General Rental Slip and to keep all proceeds from the rental. At least one written warning and request for explanation shall be made prior to taking such action. Equity Rights Certificate holders must also obtain stickers for boats owned by others and authorized to use the slip, at a charge of \$5.00.

15. Retention of Slips

- A. All fees must be paid in a timely manner. Annual fees are due on the day the Island opens with a grace period extending to the closing of the Office on Saturday of Memorial Day weekend. Best efforts will be made to mail Notices of the fees due concurrently with the Winter Newsletter; however, the fees are due whether or not the Notices are timely mailed.
- B. When paying Annual fees, the Annually Renewable or General Rental slip holder must present a current registration for a boat owned by the owner or a family member that will be using the slip and an insurance policy for the boat including coverage for environmental damage. An Equity Rights holder must also have a current registration

and such an insurance policy for the boat that will be using the slip.

- C. If an Equity Rights Slip holder does not pay the Annual Usage Fee by the specified deadline, FII has the right to rent that boat slip as a General Rental Slip and to keep all proceed from the rentals. Late payment will be accepted if the slip is not committed to another user for that season. The Equity Rights Slip holder may regain use of the boat slip by paying the Annual Usage Fee by the specified deadline for the next year.
- D. If an Equity Rights Slip holder abuses the requirement that the slip may be rented only to FI property owner's, their renters and guests, the slip may be absorbed into the General Rental Slips for the remainder of the season.
- E. Annually Renewable Slip holders who are temporarily without a boat may give up their slip assignment and be placed at the top of the Waiting List, so that they shall have first right to a slip when they reacquire a boat.
- F. Annually Renewable or General Rental Slips that are chronically vacant may be reassigned provided the slip holder has been given an opportunity to explain the situation and future plans for the slip.
- G. Slip holders who buy or build another house on the Island may transfer their slip assignment to the new house.

16. Slip Termination

- A. The Annually Renewable Slip will be terminated if it is not used for a boat owned by the owner or a member of the owner's immediately family to be renewed. Immediate family shall mean the owner and owner's spouse, and their children, siblings and parents. The Marina Committee and FII Board may waive this requirement in special circumstances in

which the boat owner lives at the house in the same manner as a member of the immediate family, but the general policy is to have slips used by owners and their families for their boat, and to avoid circumvention of the Waiting List through the renting or other use of slips by persons who would not be entitled to an initial slip assignment or have not worked their way up the Waiting List.

- B. If any conditions of slip assignment are not met, the Board may terminate the slip assignment. This shall include, but not be limited to:
1. Non-payment or untimely payment of fees. Fees must be timely paid so that an orderly process of slip assignments can be maintained.
 2. Renting or permitting use of the slip by others, except as expressly provided for in the Policy.
 3. Non-compliance with the provisions of this Policy, provided notice of the non-compliance is given and the non-compliance is not corrected.
- C. If an owner no longer owns a house at the start of the boating season (between Memorial Day and docks out), the owner's slip assignment shall not be renewed unless the owner has a contract for purchase of another house or has another house under construction.
- D. If an owner's house is sold during the season, the slip assignment terminates and the slip is available for reassignment, unless the owner has purchased, has a contract for purchase of another house, or has another house under construction.
- E. The party purchasing the user's Frye Island real estate property does not have any rights to an Annually Renewable Slip assigned to the previous owner.
- F. If the individual uses an Annually Renewable Slip or a General Rental Slip as commercial venture (i.e., "re-renting" their rented slip), that individual's slip assignment will be terminated, effective immediately.

17. Transfers of Equity Rights Certificates

- A. If an Equity Rights slip owner sells his/her Frye Island property, that individual can sell the Equity Rights Certificate to the party purchasing the property or to another FI property owner, thereby guaranteeing the availability of the slip to the new owner. The new owner must pay in full the Annual Usage Fee by the specified date and must become a Member of the Frye Island Yacht Club.
- B. If an Equity Rights Holder sells his/her house but not the Equity Rights Certificate, the slip may be rented to an owner of a house on the Island. The slip may also be rented as a General Rental Slip by the Frye Island Office, with the owner sharing pro rata in the proceeds of General Rental Slips.

18. Rental Pool Slips

- A. Equity Rights Slip holders may no longer place their slips in a Rental Pool
- B. Equity Rights Slip holders may advertise their slips for rent in FINS and on the Office Bulletin Board.
- C. Equity Rights Slip owners may rent their slips directly to owners of houses on FI and their renters and guests, but must comply with the requirements to obtain a sticker for the boat.

19. Assignment of General Rental Slips

- A. A separate General Rental List shall be established and maintained by the FI Office. The form of the list will be worked out by the FI Office and the Marina Committee.
- B. Owners on the Waiting List for Annually Renewable slips may rent General Rental Slips, but shall give up the General Rental Slip when an Annually Renewable Slip is

assigned.

- C. Following each season, the Marina Committee shall review the rental history of the preceding season and shall recommend to the FII Board the number, if any, of season rentals of General Rental Slips that should be accommodated for the next season. The policy of maximizing access to slips shall be the most important factor in the Marina Committee's recommendation and the FII Board's final decision.
- D. The General Rental Slips shall be assigned on a first come, first served basis as of April 1. If any General Rental Slips are available for seasonal rental, requests for those slips shall be satisfied first. Thereafter, requests shall be satisfied for those slips in increments of up to two weeks.
- E. The FI Office and the Chair or an appointed member of the Marina Committee shall discuss the requests on the General Rental List and proposed slip assignments shortly before Memorial Day, before slip assignments are made.
- F. It is anticipated that more detailed procedures will be developed as the Marina Committee and FI Office gains experience with the needs and develops procedures to satisfy them.

20. Notices

All notices concerning Frye Island Yacht Club, slip allocation and assignment, usage fees, slip rentals and any other related matters shall be considered effective if made to the address maintained by the Town of Frye Island for tax bills for the property with which the slip is associated, even if that address is different than the address of the owner of the boat associated with the affected slip. As a courtesy, notices may be sent to other addresses known to FII or the Marina Committee, but such notices are not required.

21. Enforcement

- A. The FII Board has the final decision in enforcing the rules and regulations of the Frye Island Yacht Club Operations Policy Handbook. The Marina Committee shall investigate any alleged violations that come to its attention and shall make recommendations to the Board; however, the Board may also act without recommendations. The Board may, if deemed necessary, authorize the Sheriff or the Town Constable to monitor and enforce the policy, or may appoint a Harbor Master for that purpose.

- B. Enforcement may include removing a boat from a slip at the boat owner's expense, provided notice of the violation has been sent to the owner of the property associated with the slip and the violation is not cured.

22. Assumption of Risk

Boat owners and others using the Quail Circle Canal, the Marina and the Boat Launch Ramps acknowledge their boating is an inherently dangerous activity in which property damage, injury and death may occur, and assume those risks. Frye Island Inc., and its officers and representatives, along with the Town of Frye Island, shall not be liable to persons using the boating facilities.

23. Equitable Appeal

If an owner believes that the rules and regulations create an inequitable result because of unforeseen or unusual circumstances, or presents a situation where there is compliance with the spirit but not the letter of the rules and regulations, the owner may petition the Marina Committee for an exception. The Marina Committee shall investigate and consider the matter and make a recommendation to the FII Board, which shall decide whether to grant the exception. The petition and the Marina Committee's recommendation must be in writing.

RECEIPT FOR WAITING LIST--MARINA AND QUAIL CIRCLE

This receipt confirms that the following lot owner has requested an Annually Renewable Slip as of the time and date filled in below. The lot owner acknowledges receipt of a copy of the Frye Island Yacht Club Policy and the Frye Island Marina Committee Rental and Use Policy and understands that slip assignments and renewals will be made in accordance therewith.

Name: _____

Signature: _____

Lot No.: _____

Date: _____

Time: _____

Fee Paid: _____

Check No./Date _____

Bank Account No. _____

FII Employee
Issuing Receipt

CONTACT INFORMATION

Owner is advised that communication will be made to the address to which tax bills for the property are mailed, and that additional contact will be made to the following addresses and phone numbers as a courtesy only.

Address: (Island) _____

(Home) _____

Phone: (Island) _____

(Home) _____

Cellular Phone: _____

E-mail: _____

Slip No.: _____

Slip Location: _____

Boat Make/Model/Year: _____

Boat Registration: _____

Boat Insurance Certification: _____