

Mallard Bay Rules

A. Membership in MBPOA:

1. In accordance with the Mallard Bay Declarations and Protective Covenants, all Mallard Bay property owners are Regular Members of the Mallard Bay Property Owners Association (MBPOA).

2. Associate Members of MBPOA are tenants residing in Mallard Bay under a lease or rental agreement in compliance with the Protective Covenants, who have been granted privileges to use the Amenities and Common Areas, as set out below, but may not vote or hold office in MBPOA. Tenants may become Associate Members of MBPOA in either of two ways:

- a. By assignment from the property owner of the owner's privileges to use the Amenities and Common Areas. Such assignment must be in writing, with a copy to MBPOA, and may be for any duration not longer than the term of the lease or rental agreement. Privileges must be assigned *in toto* (except for boat slip eligibility – see Section E, paragraph 3) or not at all. Assignment of partial privileges (e.g., pool only) is not permitted. So long as the owner's privileges are assigned to the tenant, the owner may not use them, but an owner of more than one assessable property in Mallard Bay may assign the privileges deriving from one property to a tenant on that property, and retain the privileges deriving from the other property.
- b. By payment of annual Associate Membership dues in an amount set by the MBPOA Board of Directors (for calendar year 2009, \$200.00). Associate Membership dues may not be prorated.

3. Tenants residing in Mallard Bay on May 1, 2009, are “grandfathered” for up to five years and will be considered Associate Members as long as they continuously reside as tenants on the same property, or until April 30, 2014, whichever comes first.

B. Use of Amenities and Common Areas:

1. The Amenities and Common Areas in the Mallard Bay community consist of the Clubhouse, Swimming Pool, Piers, Tennis Courts, Lakes and Ponds, all areas designated “Commons” on the recorded plat of Mallard Bay, and any other areas or facilities now or in the future designated as such by the MBPOA Board of Directors.

2. Use of the Amenities and Common Areas is strictly limited to the following persons:

- a. Regular Members of MBPOA and members of their immediate families.

- b. Associate Members of MBPOA, subject to the limitation in Section E.10, below, and members of their immediate families.
- c. Guests accompanied by or visiting in the home of a Regular or Associate Member.

3. Any other persons using any of the Amenities and Common Areas will be considered trespassers. They will be asked to leave and may, in the discretion of the Board of Directors, be prosecuted for trespass.

4. MBPOA will issue two passes to each Regular Member and Associate Member. Passes may be issued on an annual or biennial basis. A Regular Member who has assigned his/her privileges to a tenant must provide his/her passes to the tenant. The purpose of the passes is to identify persons entitled to use the Amenities and Common areas. Members and guests are asked to carry their passes when using the Amenities and Common Areas.

5. The Property Manager may issue an additional temporary guest pass (valid for not more than one week) to a Regular or Associate Member who has multiple short term guests.

6. Passes are for use only by Regular and Associate Members, their immediate families, and guests visiting in the home of the Member to whom the pass is issued. Passes found to be used by anyone else will be revoked and may be reissued only with the approval of the Board of Directors.

7. Any damage or obstruction (e.g., trees down across trails) should be reported to the Property Manager immediately.

8. The Amenities and Common Areas are maintained for the use and enjoyment of MBPOA Members, their immediate families, and their guests, and should be enjoyed with due respect for other users, neighbors, wildlife and the environment. Excessive noise and/or profanity that offends others must be avoided. No trash or refuse may be discarded in the Amenities and Common Areas except in the trash containers provided. Violation may result in loss of privileges. The Board of Directors may limit or revoke access to any or all of the Amenities or Common Areas, in individual cases for violation of the Mallard Bay Declarations, Protective Covenants, or any of these Rules, or generally when required for safety or for protection, repair or maintenance of an Amenity or Common Area.

C. Pool rules:

1. No diving is allowed. The maximum pool depth is five feet. Diving in this depth is dangerous. MBPOA will not be responsible for injuries resulting from violation of this rule.

2. Children under age 14 must be accompanied by an adult in the pool area.
3. Diaper clad infants are not permitted in the pools (including the baby pool) unless wearing special swim diapers and under the immediate supervision of an adult. Adults responsible for violation of this rule may be responsible for the cost of draining and cleaning the pool, if that is necessary.
4. No dogs or other pets (except service animals assisting the blind or disabled) are permitted in the pool area or on the deck.
5. No glass is permitted in the pool area. Food and drink must be in unbreakable containers and kept away from the pool edge, and all refuse must be placed in the trash containers provided. No smoking is permitted in the pool area (concrete deck).
6. No furniture, rocks, coins, metal or sharp objects are permitted in the pool. No running or horseplay is permitted in the pool area.
7. The Property Manager must be notified immediately of any accident or incident resulting in injury, damage to MBPOA property, or soiling of the pool.

D. Clubhouse Rules:

1. All Regular and Associate Members of MBPOA may reserve the Clubhouse for private social functions. Reservations may be made with the Property Manager and are on a first come, first served basis. There is no charge for use of the Clubhouse.
2. Maximum occupancy of the Clubhouse is 100 persons. No overnight occupancy is permitted.
3. No wet bathing suits may be worn in the Clubhouse.
4. Smoking is not permitted in the clubhouse. Smoking is allowed on the outdoor deck but ashes, butts and other smoking waste must be deposited in the receptacles provided.
5. Persons using the Clubhouse are responsible for furnishing their own supplies, including paper and plastic products, decorating materials, cleaning materials and trash bags, and for leaving it in the condition in which they found it:
 - a. All trash and garbage must be removed. There is no trash pickup at the Clubhouse; users are responsible for hauling it away.
 - b. Kitchen equipment, tableware and furniture must be left clean and in usable condition, and returned to its original location.
 - c. Lights, fans and sound system must be turned off. In warm weather, air conditioning must be turned off. In cold weather, heat must be set at 50 degrees.

d. Doors and windows must be secured, including interior restroom doors.

6. Any damage or breakage must be reported to the Property Manager immediately.

7. Reservation of the Clubhouse does not provide exclusive use of the deck and pool area, which remain available for use by all persons entitled to use of the Amenities and Common Areas.

E. Pier and Marina Rules:

1. All persons entitled to use of the Amenities and Common Areas may use the piers and boat ramp for launching, boarding and retrieval of boats, fishing, crabbing, and any other purpose not inconsistent with these rules. However, boat slips at the marina pier may be used only as assigned by the Dockmaster in accordance with paragraphs 3 through 20 of this Section.

2. The new crabbing pier (to the right of the marina pier at the Clubhouse) and the old crabbing pier (at the foot of the Spring Valley Commons trail) are for fishing, crabbing and socializing, and for launching and retrieving canoes, kayaks, and similar unpowered light craft only. Powerboats, including PWCs, may not use these piers.

3. In accordance with the Mallard Bay Protective Covenants, only MBPOA Regular Members are eligible for assignment of a boat slip at the marina pier. A Regular Member who owns property occupied by a tenant who is an Associate Member may delegate to the Associate Member the use of a slip assigned to the Regular Member. Such delegation shall be in writing and shall accompany any application for a assignment of a slip of the use of the Associate Member. No Member may be assigned more than one slip, whether or not use of that slip is delegated to an Associate Member, but when there are unassigned slips available after March 1 and there is no waiting list for slips, the Dockmaster may permit a slipholder the temporary use of a second slip, subject to payment of the charges prescribed in paragraph 8, and to such other conditions as the Dockmaster may prescribe.

4. Only a boat belonging to the slipholder or the Associate Member to whom use of the slip has been delegated, or his/her immediate family, may be kept in the assigned slip, and no more than one boat at a time may be placed in the slip.

5. Slip assignments do not convey with the slipholder's Mallard Bay property. If a slipholder ceases to be a Mallard Bay property owner, his/her slip assignment is terminated.

6. Slip assignments are for a period of one year, beginning on March 1 and terminating on the last day of February.

7. If an assigned slip sits vacant for a continuous period of 30 days or more between April 1 and November 1 without good reason and prior arrangement with the

Dockmaster, the slip assignment may be terminated and the slip reassigned.

8. Charges for slip assignments are determined annually by the MBPOA Board of Directors. No refund will be given if a slip assignment is terminated, or a slip is vacated, before the end of the slip assignment period (but the Board of Directors, in its discretion, may authorize a refund if a slip is vacated due to death, illness, or other reason beyond the slipholder's control).

9. Slip assignments will be made by the Dockmaster to best accommodate boat size, type and draft, and to the extent practicable, the preferences of the slipholders.

10. Slips will be assigned in the following order of priority:

Priority 1: Current slipholders who request and pay for a slip not later than November 1 of the preceding year. Slips occupied by Associate Members are not eligible for Priority 1.

Priority 2: Members who request and pay for a slip not later than January 2. If more Priority 2 requests are received than there are slips available after filling Priority 1 requests, a lottery for the available slips will be held in time for slip assignments to be announced by February 1. In such lottery, applications for slips to be occupied by Regular Members will be given priority over applications for slips to be occupied by Associate Members.

Priority 3: Members who request and pay for a slip after January 2. If any slips remain after Priority 1 and 2 requests are filled, they will be assigned on a first come, first served basis.

11. The date of slip requests submitted by mail is determined by the postmark. Payments will be refunded to those who are not assigned slips.

12. Once all available slips are assigned, additional slip requests will be placed on a waiting list in the following order: first, Priority 2 requests that did not receive slip assignments, in the order they were drawn in the lottery, and second, Priority 3 requests, in the order they were received. Slips that become vacant during the year, and new slips that are completed and become available during the year, will be assigned to requesters in the order they appear on the waiting list. The waiting list is good for one year only; it does not carry over to the next year.

13. The Dockmaster may designate any slip not otherwise assigned as a transient slip. A transient slip may be used by MBPOA Members and their guests on a temporary basis for not more than three days, without charge and on a first come, first served basis. Members desiring to use a transient slip must contact the Dockmaster to determine slip availability.

14. By accepting a slip assignment or use of a temporary or transient slip, the

slipholder agrees:

a. to exercise due care in the use and occupation of the slip and to vacate it in the condition it was in when assigned, acts of God and normal wear and tear excepted.

b. to release and indemnify MBPOA and its officers and employees from any liability for theft, loss or damage to the slipholder's boat, or arising in any way from the use of the assigned slip by the slipholder and/or his/her family and guests. In the case of a slip the use of which is delegated to an Associate Member, this provision shall apply jointly and severally to the property owner and the Associate Member.

c. to maintain appropriate insurance on any boat occupying the assigned slip, including general liability insurance in the amount of not less than \$500,000.00 per occurrence.

d. to abide by these and all other applicable rules and regulations, as prescribed by MBPOA and all cognizant governmental entities.

15. Boats must be secured in the slips so as not to damage the dock or other boats. In the event of predicted tidal or weather conditions that could endanger the dock or boats in their slips, the Dockmaster may notify slipholders to remove their boats from the slips. If a slipholder is unable to, or otherwise fails to move his boat, the Dockmaster may move it. The Dockmaster may charge a reasonable fee for this service.

16. Water and electricity at the dock are for temporary use only. No permanent connections are permitted.

17. No overnight occupancy of boats at the dock is permitted. This is a condition of the permit to operate the community dock issued to MBPOA by the Virginia Department of Health.

18. No boats or trailers may be parked in the parking areas adjacent to the dock and clubhouse. Trailers and boats must be removed from the ramp area immediately after launching. Ample trailer parking is available in the RV lot. No vehicles may be parked, or boats tied up at the dock, in such a way as to block the launching ramp. The Dockmaster may remove trailers or boats parked or docked in violation of this rule.

19. When a slip is vacated, all lines, gear and personal items must be removed.

20. Failure to comply with any of these rules may, in the discretion of the Board of Directors, result in termination of slip assignment and denial of slip assignment in the future.

E. Rules Pertaining to Dogs and Other Pets.

1. Dog owners must keep their dogs on their property or under their immediate control at all times. A dog is under its owner's immediate control only if its behavior is

restrained to the same extent as it would be on a leash. A dog that approaches other persons uninvited, even in a friendly manner, is not under its owner's immediate control. A dog owner who cannot or will not comply with this Rule will be required to leash the dog at all times when it is off the owner's property and, in the event of repeat violations, may, in the discretion of the Board of Directors, be required to remove the dog from Mallard Bay.

2. Dogs must be leashed at all times while on any of the piers or in the immediate area of the Clubhouse or the Marina, including the adjoining parking lots.

3. Cat owners are encouraged to keep their cats indoors or on their property for the safety of the animal. If a cat's behavior off its owner's property results in valid complaints (e.g., killing wildlife, attacking other pets, unreasonable noise) the owner, may, in the discretion of the Board of Directors, be required to confine the cat or remove it from Mallard Bay.

4. Animals other than dogs or cats that may lawfully be kept as pets must be kept on the owner's property at all times.

F. Motor Vehicles:

1. The speed limit on all roadways in Mallard Bay is 25 mph. Drivers must be alert at all times for pedestrians, bicycles, golf carts and wildlife.

2. Golf carts and similar unlicensed passenger carrying vehicles may be operated within the boundaries of Mallard Bay on the paved roads, the clubhouse, marina and storage lot access drives and parking lots, the Spring Valley Commons tennis court parking area, and the graveled roadways across the lower dam between Mallard Bay Drive and Canvasback Lane and the upper dam (Flyway Commons) between Mallard Bay Drive and the northeast end of the dam. Such vehicles may not be operated on any common land in Mallard Bay other than the roadways and parking areas designated above. The operation of all terrain vehicles or other unlicensed vehicles designed for off road use, any unlicensed vehicle capable of speeds in excess of 25 mph, or any vehicle which makes excessive or offensive noise, is not permitted anywhere in Mallard Bay.

G. Suggestions:

Suggestions for changes or additions to these rules may be made to any member of the Board of Directors or by e-mail to mbpoa@kaballero.com.