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**POINTFIELD LANDING COMMUNITY PIER BY-LAWS /
RULES AND REGULATIONS
As Amended and Restated June 1, 2021**

I. DEFINITIONS, MISSION & GENERAL OVERVIEW

This document (the “**Pier Committee By-Laws**”) is intended to be the By-Laws published and maintained by the Pier Committee pertaining to the PFLC Marina operations as set forth in Article XII, Section 3 of the Point Field Landing Community Association (PFLCA) Constitution and By-Laws.

“**Pier Members**” are those PFLCA residents holding pier slips (“**Slip Holders**”) and dinghy dock spaces at the **PFLCA** Marina who are in good standing in both the PFLCA and PFLCA Marina regarding the payment of any HOA dues, Pier Initiation Fees, annual slip/kayak rack fees and signed acceptance and compliance with these Pier Committee By-Laws including the indemnification acknowledgment agreement.

In accordance with the PFLCA Constitution, the Pier Chair will be selected by the Slip Holders (only) at an Annual Pier Membership Meeting for all Pier Members. The Annual Pier Membership Meeting will be held yearly prior to the Annual Meeting of the PFLCA after at least 30 days’ notice to all Slip Holders. Nominations for Pier Chair shall be submitted to the Pier Committee no later than 14 days prior to the meeting. Slip Holders will select the Pier Chair by simple majority vote of those present and those who have submitted a vote by email to the Pier Committee prior to the start of the Annual Pier Membership Meeting. Slip Holders in good standing shall each have one (1) vote only with respect to the selection of a candidate or nominee for Pier Chair, and such candidate will be subject to ratification by the PFLCA Executive Council.

The “**Pier Committee**” shall be made up of a “**Pier Chair**” along with at least two (2) other members as appointed by the Pier Chair. The selection of pier committee members is subject to the discretion of the Pier Chair. Pier Committee members, including the Pier Chair do not need to be slip holders but they must be in good standing with the PFLCA.

The Pier Committee’s primary responsibility is to carry out objectives and tasks assigned to it by the PFLCA Executive Council in support of the mission contained in the PFLCA Constitution and By-Laws. Generally, such tasks shall include but are not limited to the general stewardship, administration and maintenance of the PFLCA community marina.

- a) Goals and Objectives. The goals and objectives of the Pier Committee shall be to:
 - Provide a maximum number of slips to existing and prospective Pier Members
 - Assign and reassign slips on the criteria described herein
 - Provide for a maximum utilization of the community marina facilities
 - Maintain and oversee the affairs of the community marina in a prudent and reasonable manner

- b) Dues and Fees. Every Slip Holder shall have paid in full a one-time initiation fee (“**Initiation Fee**”), annual slip holder fees (“**Slip Fees**”) and annual HOA dues to be a Pier

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Member in good standing. Pier Members who are dinghy dock rack users shall have paid in full dinghy dock rack fees and HOA dues to be a Pier Member in good standing. The Pier Committee shall be responsible for determining and proposing fee amounts and any other fees for the use of the marina facilities, including, but not limited to, Slip Waiting List fees, dinghy dock and/or community storage rack fees, trailer storage fees, and deposits. Such fees are subject to the approval by the PFLCA Executive Council.

c) Pier Committee Responsibilities:

1. The responsibilities of the Pier Committee shall include the following:

- (i) Manage and carry out the necessary tasks to keep the community marina facilities in safe and enjoyable working condition.
- (ii) Manage the administration, finances, maintenance and general improvements.
- (iii) Make periodic reports to the PFLCA Executive Council, at its regularly scheduled meetings, or otherwise as necessary, in regard to the overall state of affairs of the community marina membership, status of facilities, utilization of slips, kayak and trailer storage, and other pertinent information.
- (iv) Make these Pier Committee By-Laws available to the Pier Members and community to ensure awareness and compliance.
- (v) In addition to the Annual Pier Membership Meeting, on an as required basis, schedule special meetings of the Pier Members with at least 10 days' notice to communicate, discuss and receive feedback on pier matters and operations.
- (vi) Manage regular communications with Pier Members.

d) Best Interests of the Community. Nothing in these Pier Committee By-Laws will prevent the Pier Committee from considering and acting upon special, unusual and unforeseen cases that may arise from time to time. The Pier Committee will treat these special problems within the spirit and intent of these Pier Committee By-Laws and the PFLCA Constitution and By-Laws while at the same time, keeping in mind the best interest of all Pier Members and HOA Members, and further provided that any such action shall not be inconsistent with the intent and purpose of these Pier Committee By-Laws.

e) Grievances: Any Pier Member grievance that cannot be resolved by the Pier Committee shall be referred to the PFLCA Executive Council. Any PFLCA Executive Council decision will be considered final.

f) Priority of PFLCA Constitution and By-Laws. These Pier Committee By-laws are subordinate to the PFLCA Constitution and By-Laws at all times.

II. BOAT SLIP ASSIGNMENTS AND SLIP WAITING LIST

a) The boating year is defined as commencing on April 1 and closing on March 31, and the “**Boating Season**” is defined as May 1 through October 31 (November 1 through April 30 is the offseason). Slip and dinghy dock renewal forms and invoices will be distributed to Pier Members during February of each year. The Pier Committee will utilize the information on the forms concerning type and size requirements for making boat slip and dinghy dock assignments. Slip Holders must provide evidence they are the sole owner, partner in ownership with another PFLCA member or agree to buy a boat conforming to

the assigned Slip Category within a specified time as noted in (h) below, to be eligible to receive a boat slip assignment. All owners must be PFLCA members.

- b) The Pier Committee shall keep a current roster of each available boat slip by Slip Category and shall determine the minimum and maximum size boat (length overall or LOA) normally permitted in each slip, which will be available with other marina documents. Slip Holders agree to immediately notify the Pier Committee of their intention to acquire a replacement boat which differs from that which was originally submitted to the Pier Committee.
- c) Slip Waiting List. The Pier Committee shall maintain a “**Slip Waiting List**” on a “**first come-first served**” basis for current and prospective Pier Members seeking a new or additional slip assignment in the marina. The priority order shall be determined by the date of the person’s emailed completed application to the Pier Committee email address which shall include the following:
 - 1. Payment of “**Initiation Fee**” (when applicable). The initiation fee is a one-time payment for each HOA member for the first occupancy of a marina slip and is then considered paid for the term of the HOA member’s residence in the community.
 - 2. Signed acknowledgement of receipt, understanding and acceptance of these Pier Committee By-Laws and the indemnification set forth below.
 - 3. Submittal of boat dimensions, displacement, planned purchase date and no more than two desired Slip Categories for which they wish to be considered.
 - 4. Whether the applicant desires a slip with an existing boat lift, a slip which is boat lift compatible, a wet slip only or first available that is compatible with boat dimensions.
- d) Pier Committee shall ‘right size’ boats to available slips as reasonably as possible. This means there will be circumstances when the first person on the Slip Waiting List is not offered the next available slip based on the Slip Category(s) they selected and size of the boat they own or plan to own or other characteristics.
- e) Once a slip assignment is accepted, the Slip Holder is off the Slip Waiting List. If that Slip Holder wants to rejoin the list, then new information must be provided, and the member goes to the bottom of the list.
- f) If a person receives an offer of a slip assignment within their designated Slip Category while on the Slip Waiting List, but elects to defer the offered assignment, the person will maintain their spot on the Slip Waiting list for that Slip Category unless they have elected to defer a second offer of assignment at which time they will be moved to the bottom position of the Slip Waiting List for that Slip Category. Deferring an offered assignment in one Slip Category does not affect the Slip Waiting List standing for that person in the other selected Slip Category. Any person requesting a specific Slip Category will not be contacted by the Pier Committee regarding any slip vacancies outside of that Slip Category.

Once a slip assignment is accepted, the member's name will be removed off all categories of the Slip Waiting List.

- g) If the person receiving a slip assignment does not defer the assignment and does not have a boat meeting the slip requirements for the assignment, then the person will have 30 days from the date of notification of an assignment to show a purchase contract agreement or proof of ownership for a boat that conforms to the Slip Category requirements. In the event the person fails to provide verification of acquisition of a boat meeting the Slip Category requirements within 30 days, the Pier Committee may revoke the assignment and move to the next person on the Slip Waiting List, unless there is reasonable cause shown for the delay.
- h) Notwithstanding the foregoing, the Pier Committee may assign a person to a non-conforming boat slip temporarily if there is no one remaining on the Slip Waiting List or the others on the Slip Waiting List would also have non-conforming boats. In such instances, the Pier Committee will issue an invoice designated "Temporary Slip Assignment." Installation of a boat lift shall not be permitted in a temporary slip assignment.
- i) Existing Pier Members seeking new assignments of additional slips or dinghy dock/small boat storage spaces and prospective Pier Members seeking more than one slip or dinghy dock/storage space, will not be assigned additional or more than one slip or dinghy dock/storage space unless all other existing or prospective Pier Members' first slip and/or dinghy dock/storage requirements have been accommodated. At the Pier Committee's discretion, the Pier Chair may establish a dinghy dock/storage space waiting list to the extent necessary to manage assignments on a first come first served basis, treating HOA Members and Pier Members with equal preference.
- j) Changes to slip assignments will not be made after the beginning of the boating season. However, upon their own initiative and by mutual consent of the slip holders concerned, an exchange of slips may be made providing further that the approval of the Pier Committee is obtained.
- k) The HOA members on the Slip Waiting List in place as of June 1, 2021 will be 'grandfathered' into their respective positions on the new Slip Waiting List subject to the receipt of items 1-4 above and selection of the two desired Slip Categories. The Slip Waiting List will be available with other marina documents.

III. POLICIES

- a) All annual slip assignments will be effective as of April 1 each year. Reassignments made any other time, or assignments that do not meet a Slip Category size requirement, may be designated as a temporary assignment by the Pier Committee. If a Pier Member or Slip Waiting List assignee does not agree with an assignment, the person has one week to present such disagreement in writing to the Pier Committee for resolution. Once assigned a slip, a pier slip renter will be given the opportunity to renew that slip assignment each year at pricing established by the Pier Committee as long as they are in good standing, have not resized their boat and as long as their slip was not declared as temporary and/or as long

as unforeseen events have not caused the elimination of that slip from inventory. From time to time, it may be prudent for the Pier Committee to reassign annual slip locations. All reassignments of slip locations not designated as Temporary, will require the agreement of the slip renters involved, which agreement will not be unreasonably withheld.

- b) Slip Category. The Pier Committee shall designate each slip in the marina with a “**Slip Category**” based primarily on length width, piling distances and pier height, recognizing that water depths and operating room vary from slip to slip. Boats will be first assigned to a Slip Category according to minimum and maximum LOA for each slip, as established by the Pier Committee and available with other marina documents. Boat slip assignments will be based primarily on berthed length and beam, recognizing that draft vary from boat to boat. For purposes of avoiding “boat overhang” in slip assignments, official boat length (“LOA”) will constitute overall berthed length to include any permanently affixed protrusions from the hull such as bowsprits, outboards, outdrives and swim platforms. Notwithstanding the foregoing, should a Slip Holder subsequently re-size their boat following an initial slip assignment such that the new boat is determined to be suitable for other Slip Categories, the Pier Committee reserves the right to reassign the Slip Holder. In the event a boat lift is present in this circumstance, the cost of relocating the boatlift shall be the Slip Holders responsibility.
- c) Slip Assignment Priority. Boats will be assigned to slips within each Slip Category established by the Pier Committee according to the following priority rules, provided that all safety criteria can be met properly:
- i. If there is no Slip Waiting List, first priority for slip choice within a Slip Category is awarded first come-first served based on the date/time the request for a slip assignment is made.
 - ii. If there is a Slip Waiting List, first priority for slip choice is awarded in the order of the Slip Waiting List and subject to the Pier Members requested slip characteristic’s (wet, dry, lift compatible) at the date/time of request to be added to the Slip Waiting List being consistent with the available slip.
- d) The full year charge will be made on boats assigned a slip space after April 1. Any Pier Member who permanently vacates his or her slip after the start of the Boating Season will not be entitled to a refund of slip payment for that year, except in the event good cause is shown (i.e., personal matters, repairs, acts of God, etc.) as reasonably determined by the Pier Committee.
- e) A Pier Member or prospective Pier Member must have a boat or a purchase contract agreement within 30 days of notification by the Pier Committee that meets the minimum requirements and does not exceed the maximum limitations for the Slip Category of an assignment. At the discretion of the Pier Committee, an undersized boat may be assigned a slip with a Slip Category designated for a larger or smaller boat, but such assignments may be designated as a temporary assignment (even if multiple years).

If a slip holder purchases a boat too big or too small for his or her slip, the person may be required to vacate, relocate to a more appropriately sized slip (subject to availability and the Slip Waiting List), or wait for slip assignment proceedings at the beginning of the next boating year by the Pier Committee.

- f) A member assigned a slip must pay the assigned slip fee for it in full within 30 days after receipt of an invoice from the Pier Committee and sign these Pier Committee By-Laws, including the indemnity, or forfeit his or her rights to said boat slip and consequently will move to the bottom of the Slip Waiting List 10 days after written notice of such forfeiture from the Pier Committee, unless good cause is shown.
- g) If a slip that has been paid for remains unoccupied for more than 90 days during the Boating Season, that slip is subject to reassignment by the Pier Committee without a refund due to the former occupant, except in the event good cause is shown (*i.e.*, personal matters, repairs, acts of God, etc.), as reasonably determined by the Pier Committee.
- h) Boat Trailer Storage is available in the wooded area along Bear Creek on a first come first served basis with priority given to Pier Members. Trailer Storage is managed by the Pier Committee under the following policies:
 - i. During the Boating Season, the marina parking lot is intended for parking cars only by marina users, their guests and community residents. During the Boating Season, trailers are prohibited on the blacktop parking area and adjacent grass areas. All trailers are to be stored in the area designated by the Pier Committee adjacent to Bear Creek, to the maximum limit of trailers that allows reasonable access.
 - ii. For emergencies, unplanned boat repairs and tropical storm events Pier Members may contact the Pier Committee for special exception to store a boat on a trailer on the marina parking lot. This shall only be for a limited duration set by the Pier Committee. PFLCA covenants prohibit storing trailers on any visible spaces in the neighborhood.
 - iii. Winter Trailer Storage. Boats on trailers may be stored only in designated areas of the marina parking lot during the offseason (from Nov 1 through April 30). Neither boats nor trailers shall be parked on adjacent grass areas at any time.
 - iv. Trailer owners who are not Pier Members shall be considered secondarily for trailer storage after all Pier Member trailer storage requests have been fulfilled. A fee shall be charged for Non-Slip holder HOA Members to store their trailers at the marina. HOA Members shall remove their trailers immediately at the end of the season if a Pier Member requests storage and that request exceeds the maximum storage limit established by the Pier Committee.
 - v. All boat trailers shall contain visible and readily apparent markings identifying the trailer's owner or be subject to removal at the owners' expense.
 - vi. All trailer owners shall be required to move their trailers upon request of another trailer owner who is blocked from access from a more recently stacked trailer. The Pier Committee may establish a stacking list of trailers in terms of accessibility priority, which shall rotate each year such that a member that is first in/last out in one year shall be last in first out the next year and so on and so forth. When invoked trailer owners will coordinate with the Pier Committee

on the stacking list of trailers for the Boating Season. This shall be used for Boating Seasons when the storage demand is at or near capacity.

- vii. HOA members storing trailers at the Marina as of Nov 1, 2020 will have the right to continue trailer storage so long as there is no break in their trailer presence at the Marina for more than 6 months. After 6 months, they will be considered a new applicant for trailer storage subject to the availability of space. No additional trailers will be accepted for storage until through attrition, the total number of trailers has fallen below the maximum number established and published by the Pier Committee. Once below the maximum, new HOA member trailers (for storage) will be accepted on a first come first served basis.
- i) By virtue of paying and accepting a slip, each Pier Member hereby authorizes the Pier Committee, or any other Pier Member under the direction of the Pier Committee to physically move his or her boat for reasons of safety, a weather-related event or to facilitate necessary reassignment of boats under these Pier Committee By-Laws.
- j) HOA Members and Pier Members who own canoes, kayaks and paddle boards may request space on the dinghy storage racks in the marina area subject to availability. An annual fee determined by the Pier Committee will be assessed per small boat (*i.e.*, canoe, kayak or paddle board). No fee is charged for HOA members to launch and recover canoes, kayaks or paddle boards on a daily basis.

IV. PFLCA MARINA FACILITY SAFETY RULES AND GUIDELINES

- a) Pier Members are solely responsible for the safe and lawful operation of their watercraft(s) in and around the marina and pier, whether by themselves, family members or guests.
- b) Pier Members and their guests are solely responsible for any damage incurred to the pier structure and damage to another Pier and HOA Member's personal property as a result of operating a car, trailer or boat in and around the marina facility.
- c) The pier must be kept clear of obstructions and tripping hazards at all times.
- d) **Discharging of heads at dockside is strictly prohibited.**
- e) Firearms, fireworks and air rifles are not permitted on the pier or the marina facility.
- f) Horseplay, swimming and diving near or from the pier or from the boats is strictly prohibited. Parents are responsible for any damage to the pier or to any boats.
- g) Animals are permitted on the pier, but must be on a leash, and the owner shall be responsible for cleaning up any waste or repairing any damage caused by the animal.
- h) Electrical outlets should be used with extreme caution. The electrical connections are designed for light duty only. Overloading or improperly connected circuits may cause safety hazards, including fire.
- i) Pier Members and their guests are responsible for taking their trash home.

- j) Pier Members must properly maintain and keep their watercraft(s) clean during the entire calendar year.
- k) Fishing is allowed from the pier but never off of anyone's boat. All Pier Members will monitor the pier to insure that those who are fishing keep the pier free of litter and clean. No crab box traps, or unmanned snap crab traps are permitted to be used from the piers.
- l) For protection of boats and piers, it is suggested that spring lines be used for heavier boats.
- m) Mooring lines should be removed from pilings during the winter season.
- n) Any additional construction, boat lifts or installation of devices to the pier must be approved by the Pier Committee and shall be subject to Section V below.
- o) Fueling of a boat at the marina and pier is permitted only from portable containers (6 gallon capacity or less) meeting applicable CARB and EPA requirements in place for hand carried portable fuel containers.
- p) To maximize access to the marina facilities by all PFLCA members, Pier Members and residents shall be limited to parking one vehicle per household at the marina.

V. BOAT LIFTS

- a) Boat Lifts. The PFLCA and its Pier Committee allow the installation of boat lifts by current Pier Members in good standing in strict accordance with the following rules:
 1. Written approval to install a specific boat lift in a specific slip, approved by the Pier Chair in writing, is required before the owner or contractor may proceed.
 2. Boat Lift Installation and Dimensions. Any and all boat lifts, once approved by the Pier Committee, must be installed during the off season (November 1 through April 30), unless special permission is granted by the Pier Committee to make the installation during the Boating Season with notice of the installation given to the Pier Members at least thirty (30) days in advance of the installation. The fixed position components, such as new pilings, must be installed within the boundary dimensions of the assigned slip so that adjacent boat slips are able to accommodate an identical boat lift installation. No equipment or hardware of an installed boat lift may extend into or infringe upon the adjacent slip "space" in any way. If a member installs a boat lift which is determined by the Pier Committee to encroach on another slip, the member shall remedy the situation within 10 business days of notification by the Pier Committee or the Pier Committee has the right to take action to remedy the infraction including, but not limited to, contracting for removal of the boat lift at the slip user's expense.
 3. Pier Members who install or have acquired lifts, fixtures or pilings are obligated to remove all boat lift equipment and related fixtures when they choose to vacate the assigned slip, unless the Pier Committee agrees to allow such boat lift equipment and related fixtures to remain. Under no circumstances shall a vacating Pier Member

contract or attempt to remove any pilings in the pier /marina facility without written approval from the Pier Committee. This is to avoid the potential of material damage to the pier structure as well as other Pier Member personal property.

4. The Pier Committee has the authority to assign slips as it deems necessary to maximize user fees and accommodate as many boat owners as possible without any encumbrance whatsoever from the presence of installed boat lifts, provided such reassignments are in conformance with the Article III policies.
5. Boat Lift Sales and Purchases. The sale of a boat lift between a new or current Pier Member and a former Pier Members of an assigned slip requires the approval of the Pier Committee. The vacating Pier Member shall notify the Pier Committee immediately of their intent to not renew or vacate their assigned slip. This is to ensure that private sale and purchase transactions of boat lifts do not compromise the Slip Waiting List process set forth in these Pier By-laws.
 - i. The vacating Pier Member and the newly assigned Pier Member will have 10 business days to negotiate a sale/purchase price for the lift equipment only, once an assignment has been offered by the Pier Committee.
 - ii. The sale of a boat lift between the two parties shall remain a private transaction (same as the sale of any other personal property). Under no circumstances (for any boat lift transaction) shall the sale of the boat lift installed in a slip be offered to any party other than the party assigned as the new slip holder. Boat lifts and boat slips shall never be characterized as ‘conveying’ to a new home buyer as part of a home sale.
 - iii. It is recommended that both parties inform themselves of the current or fair market value of the boat lift by obtaining independent appraisals or estimates of value from knowledgeable sources. If after 10 business days the parties are not successful, both can choose to meet with the Pier Committee to help reach a successful outcome. If not, then the party vacating the slip must remove the lift at their own expense within 15 business days.
 - iv. After the initial meeting with the Pier Committee, the parties have an additional 3 business days to conclude a transaction. If the parties are still not successful, then the party vacating the slip must remove the lift within 15 business days.
 - v. If there is no Slip Waiting List for slips and a lift becomes available, the Pier Committee will circulate an email to the HOA membership offering notice of the availability of a slip and a description of the available boat lift. If no response is received within 10 business days, then the vacating slip holder shall remove the lift within 15 business days. If there is interest, the Pier Committee will notify the vacating slip holder and the parties (in the order the notification of interest was received by the Pier Committee) will follow the process as defined below:
 1. Under no circumstances shall the sale of the boat lift become an auction.
 2. The Pier Committee will establish the list of interested buyers based on the date/time of received notification of interest after the Pier Committee has determined the interested buyers’ boat or prospective boat is qualified for the slip.

3. Both parties are encouraged to inform themselves of the current fair market value of the boat lift by obtaining independent appraisals or estimates of value from knowledgeable sources and refer to the following depreciation schedule to aid in the negotiation.
4. Negotiations between the first interested party and the boat lift owner have 5 business days to conclude. If not successful, the interested party shall conclude with a best and final offer (BAFO). If the offer is rejected, and the prospective buyer still desires the slip, then the owner of the boat lift shall remove the lift within 15 business days. If the first prospective buyer does not want the slip, then the next in line will be eligible to negotiate with the vacating slip holder to purchase the boat lift and so on until the list of applicant parties is exhausted at which point the vacating slip holder shall remove the lift equipment at their own expense within 15 business days.
6. Maintenance. Boat lift owners are required to keep their boat lifts in good working condition at all times. Rusty or non-operational boat lift equipment in the marina is not permitted and is the responsibility of the owner to immediately repair and/or replace the boat lift.
7. If under any circumstances a vacating party fails to remove their boat lift (as required by these bylaws), the community will remove the lift at the vacating parties expense.

VI. ACKNOWLEDGMENT AND ACCEPTANCE

All Pier Members and trailer owners using the trailer storage area are required to sign an acknowledgement of these **POINTFIELD LANDING COMMUNITY PIER BY-LAWS / RULES AND REGULATIONS** as the written rules, policies and guidelines of the community marina facilities, as evidenced by the Pier Committee's receipt of such signature. These Rules, Regulations and By-Laws are subject to change from time to time as determined by the PFLCA Executive Council, in the best interest of the HOA Membership.

By and through such signature, the signers acknowledge their responsibility to use the community marina facilities in accordance with and subject to these **POINTFIELD LANDING COMMUNITY PIER BY-LAWS / RULES AND REGULATIONS**. This acknowledgment shall specifically include, but not be limited to, indemnification of other Pier Members, the Pier Committee, the PFLCA Executive Council, and the PFLCA from any and all claims from injury or personal property damage resulting from the installation, operation or removal of a boat, watercraft, boat lift and/or a boat trailer, or any other use of the slips, docks and community marina facilities caused by a Pier Member. The Pier Members further hereby agree to have a current and valid state registration and carry appropriate insurance for the ownership, use and operation of their boats other watercraft(s) and trailers. Should the Pier Committee request evidence of registration and/or insurance, the Pier Member shall provide such evidence within 10 business days or be considered not in good standing.

The Pier Members acknowledge and understand that the PFLCA Executive Council, Pier Committee, and any subcommittees created under these **POINTFIELD LANDING COMMUNITY PIER BY-LAWS / RULES AND REGULATIONS** or the PFLCA Constitution and By-Laws are run by volunteer members and that such volunteering is integral and necessary

for the efficient and successful operation and management of the community marina facilities. Accordingly, the Pier Members also hereby acknowledge that they may be asked to provide volunteer services regarding the community marina facilities from time to time.

The failure of a Pier Member to execute an acknowledgment of these Pier Committee By-Laws upon a slip assignment, a dinghy dock assignment, a trailer storage assignment, or upon other reasonable request of the Pier Committee shall be cause for the Pier Committee to designate the Pier Member (or prospective Pier Member) to be not in good standing and shall have all rights hereunder with respect to members not in good standing, including the right to revoke any slip, dinghy dock and/or trailer assignment made in accordance with these Pier Committee By-Laws.