

GENERAL RULES AND REGULATIONS

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. USE OF DRY SLIP UNITS: The Dry Slip Units shall be used only for the storage of a Vessel(s) in seaworthy condition and under its own power. Use of a Dry Slip Unit by more than one Vessel shall not be permitted unless prior written approval is obtained from the Association. The Association reserves the right to deny approval for any reason in its sole and absolute discretion. No activities associated with drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Dry Slip Unit. This restriction shall not be construed to limit or prohibit rental of Dry Slip Units in accordance with the terms of this Declaration. Rentals are permitted without regard to whether rentals might otherwise constitute a commercial use or activity.
3. USE OF COMMERCIAL UNITS: The Commercial Units shall be used for any lawful commercial purpose, provided however, use of the commercial units shall not interfere with the use and enjoyment of the Dry Slip Units.
4. CONDOMINIUM EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to Condominium employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations.
6. CLEANING OF FISH: Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner upon any Vessel traversing or mooring within the Property, and may only be done in designated areas of the Condominium Property.
7. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.
8. CONDUCT: No person shall engage in loud and boisterous or other disorderly or unlawful conduct on any portion of the condominium property, including, without limitation, inside any units or in any common area.
9. DAMAGED COMMON OR LIMITED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings, docks, forklift systems and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.
10. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.
11. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the

condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

12. PARKING: Designated parking areas appurtenant to the condominium property shall be used only by owners of Units in the condominium and their guests, invitees and lessees.
13. VESSEL REQUIREMENTS: All Vessels must: (i) be fully equipped and operable for operation on the sea in accordance with the standards imposed by the U.S. Coast Guard (except during a period of temporary repairs); and (ii) comply with all licensing and registration requirements.
14. NUMBER OF VESSELS. Only one (1) primary Vessel may be kept in each Dry Slip Unit. Tenders, dinghys or personal watercraft may be kept in a Dry Slip Unit upon prior written approval of the Association as set forth in Article XI of the Declaration.
15. PROTRUSIONS: No Vessel or any portion thereof or attachment thereto (e.g., bow platform, dinghy lift, or dive platform) shall protrude beyond the boundary of the Dry Slip Unit. The Board of Directors may grant a variance from this restriction as to a particular Vessel for good cause shown, taking into account, however, the clearance needed for the safe operation of the forklifts (particularly ingress and egress to and from other portions of the Property) and any criteria adopted by the M.A.B.
16. VESSEL STORAGE: The Association reserves the right to approve the size and weight of any boat which may be stored within the Condominium Property. No vessel may be stored whose maximum width is more than twelve (12) inches (six (6) inches on either side) less than the total clear width of the Unit in question. No vessel may be stored whose maximum height from keel to top most projection is more than the total clear height of the Dry Slip Unit in question less eighteen (18) inches. No vessel may be stored whose overall length, including any equipment thereto attached, from the foremost part to its rearmost part (length overall; "LOA") is greater than six (6) inches less than the length of the Dry Slip Unit in question. No Vessel may be stored that cannot be safely lifted by the forklifts owned by the Association in the sole discretion of the Association. All Vessels stored in Dry Slip Units shall be removed from the water and stored using a fork-lift system. Notwithstanding the above, if applicable, all mono-hulled Vessels shall be removed from the water and stored pursuant to any specifications set forth by the manufacturer. Catamaran Vessels shall only be removed from the water and stored through the use of a fork-lift system, if the use of a fork lift system is approved or specified by the manufacturer.
17. HURRICANE AND HIGH WIND THREAT: During hurricane and other high velocity wind threats, each Dry Slip Unit Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If a Dry Slip Unit Owner's Vessel sinks as a result of a storm, or for any other reason, the Dry Slip Unit Owner must remove the sunken Vessel from the Property immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken Vessel and impose a Special Assessment against the Dry Slip Unit Owner for the cost of such removal. Each Dry Slip Unit Owner agrees to indemnify, defend, hold harmless and save the Developer, the Association, their agents, employees and designees for and from any and all loss or damage incurred in connection with the hurricane or the exercise or non-exercise of the Developer's or Association's rights hereunder. The

Association shall not be liable to any Dry Slip Unit Owner or other person or entity for any damage to persons or property caused by a Dry Slip Unit Owner's failure to comply with such requirements. In the event any lawful authority orders the evacuation of persons from the immediate area each Vessel owner shall immediately leave the Condominium Property and cause his Vessel, stored in a Unit, at his instance, to be removed. Any damage caused to a Vessel wrongfully remaining or left at the Condominium shall be the sole responsibility of the Vessel owner. The Association will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightening, etc.

18. SIGNS: Except in connection with development, sales, leasing or resale of Dry Slip Units and Commercial Units by Developer, no signs, advertisements or notices of any kind, shall be displayed to the public view on any Commercial Unit, Dry Slip Unit, any Vessel or on the Property, without the prior written approval of the Board; provided that the Board shall approve signs offering Vessels for sale or for permitted charter or other permitted commercial uses if same do not exceed twenty-four inches (24") by thirty-six inches (36") in size. The foregoing shall not apply to Dry Slip Units (or Vessels stored in Dry Slip Units) owned by the Developer or used by a designee of Developer and shall not prohibit lettering, registration numbers, flags and other displays customarily found on recreational watercraft.
19. COMMERCIAL SIGNAGE: The Office Building and Dry Rack Storage Buildings have or will have upon them signage, which shall be reserved for use by the Commercial Unit Owners. The right to use such signage shall be determined by the Board of Directors in accordance with the size and use of each Commercial Unit, on a case by case basis. The Board of Directors may determine that said signage will be used by the Commercial Unit Owners on a temporary revolving basis. Aside from the signage already in place Commercial Unit Owners may not affix or attach additional signage to the exterior of their Unit or to any of the Common Elements or Limited Common Elements without the prior written consent of the board.
20. BOAT RENTALS: One or more of the Commercial Units may be used to operate a Boat Rental Facility, with the owner of said Unit storing the boats to be used in its rental operation within the Dry Rack Storage buildings. Guests, invitees or customers of any such Boat Rental Facility are prohibited from entering the Dry Rack Storage Buildings or Marina Basin to access the stored boats. Access to, and retrieval of the rented boats from the Dry Rack Storage Units will only be permitted by employees or agents of the Boat Rental Facility or Association. Operation of the rental boats by any guests, customers or invitees of the Boat Rental Facility must be done outside of the Marina Basin or Condominium Property.
21. BOAT SALES: One or more of the Commercial Units may be used to operate a Boat Dealership, engaged in the business of selling boats. The owner of said unit may store some of the boats being offered for sale within the Dry Rack Storage buildings. Guests, invitees or customers of any such Boat Dealership are prohibited from entering the Dry Rack Storage Buildings to access the stored boats, and are further prohibited from operating said boats within the Marina Basin. Access to, and retrieval of the boats from the Dry Rack Storage Units will only be permitted by employees or agents of the Boat Dealership or Association. Operation of said boats by anyone other than the owner of the Unit or its duly authorized employees or agents, must be done outside of the Marina Basin or Condominium Property.
22. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever.

23. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designated for such purpose. All requirements of Sarasota County or any other applicable government agency with regard to disposal of trash and garbage shall be complied with by all owners and occupants.
24. LAWS OF NAVIGATION: The rules of the road and the navigation laws of the United States shall apply to all vessels in the Marina and upon Condominium Property.
25. NEGLIGENCE AND NON-COMPLIANCE: Neither the Association nor any agent of Association shall be responsible for loss or damage to vessels in the Condominium, caused by the negligence or noncompliance of a Unit Owner, or its guests, tenants or invitees. Each owner of a Vessel shall be responsible for damage to other boats in the Condominium and for damage to any Common Elements or facilities (including, without limitation, docks, pilings, piers and bulkheads) of the Condominium as a result of any actions by his Vessel.
26. INSURANCE: All Vessels stored in the Condominium shall carry liability insurance against damage to persons or property with such limits as the Association may from time to time establish, and the owner thereof shall, upon request of Association, furnish appropriate evidence that such insurance is in full force and effect.
27. VESSEL APPEARANCE: All Vessels stored in the Condominium must be seaworthy, fully sound, in insurable condition, and in compliance with all local, state and federal safety regulations. It is the responsibility of the Vessel owner to keep his Vessel in such condition that it does not become unsightly or in the opinion of Association reflect unfavorably on the appearance of the Condominium. No laundering or drying of laundry is permitted on any deck or rigging of any vessel or on the Common Elements.
28. FUELING: Fueling of a vessel in any Dry Slip Unit or mooring area is STRICTLY PROHIBITED. All fueling at the Condominium must be done at a designated fuel area.
29. MAINTENANCE OF BOATS: Routine boat maintenance work within the Condominium shall be limited to that which is ordinarily required to keep a Vessel in good condition. No major reconstruction work that normally would be done in a boat repair facility or would tend to make a boat unseaworthy or unsightly shall be undertaken in the Condominium.
30. POLLUTANT SUBSTANCES: Oil, gas, spirits, paints, inflammables and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the Marina waters or on the docks or Common Elements. No discharge of sanitation effluent is permitted on the Marina or on any portion of the Condominium Property. Owners are responsible for all spills of any petroleum, other pollutant or other prohibited discharge.
31. BOAT COVERS: Boat covers must not have any rips or tears, must be snug and properly tied down, and kept in a neat and clean manner. Thin tarp material is not acceptable. Any covering not meeting the above criteria must be removed or replaced.
32. OPEN FIRES: Charcoal or any form of open fire anywhere within the Condominium is absolutely prohibited.

33. STORAGE UPON COMMON ELEMENTS: All Common Elements shall be kept clean at all times. Storage of loose gear on the Common Elements is not permitted. Hoses and electrical power lines shall not cross piers, docks or walkways.
34. SWIMMING: Swimming from Vessels, piers, docks or bulkhead or any other Condominium Property is prohibited.
35. LEASING: A Unit Owner is permitted to lease his or her Unit, provided however, that such Unit Owner provides the Association with notice of same, together with a copy of the lease between the Unit Owner and the tenant prior to the tenant's taking possession. Each lease shall be in writing and shall specifically provide (or if it does not shall automatically be deemed to provide) that a material condition of the lease shall be tenant's full compliance with the covenants, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after execution of the lease and or any modifications or extensions of same). A Unit may not be leased for a period of less than seven(7) months, or more than two(2) times per year.

ENFORCEMENT

Every owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Board of Directors shall appoint a committee made up solely of Unit Owners, in accordance with Article XII of the Declaration, the sole purpose of which shall be to hear and to decide disputes between any Unit Owner and the Association or other Unit Owners regarding violations of these Rules and Regulations and any fines to be levied hereunder.

In addition to all other remedies, in accordance with Article XII of the Declaration, a fine or fines may be imposed upon an owner for failure of any owner, his/her family, guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, as amended from time to time, or Articles of Incorporation or By-Laws, provided the procedures set forth in Article XII of the Declaration are adhered to.

The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.