

SAPPHIRE BEACH RESORT & MARINA

Marina Rules and Regulations

For the purposes of the following Rules and Regulations, “Marina” shall mean the Sapphire Beach Resort and Marina Condominium Owners Association and its Board of Directors, or its designated agent. Pursuant to its authority as expressed in Section 4.G of the Declaration of Condominium (hereinafter, “the Declaration”) the Marina promulgates these Rules and Regulations pertaining to the marina premises. The term “marina” shall mean “that portion of the Condominium Property upon which the Slips are located along with the riprap, the bulkheads, the docks, the pilings, the piers, the finger piers, and the utility hook-up stations” as defined in Section 3.B of the Declaration. The Marina adopts these Rules and Regulations deeming them reasonable and appropriate for the use and occupancy of the marina premises.

(A) Captains of all vessels entering the harbor must stop at the marina office or check in at the front desk to register, and if staying overnight, execute a dockage agreement incorporating these Rules and Regulations. All vessels moored in the marina must, during their occupancy, have a current dockage agreement on file in the marina office.

(B) Any slip owner who rents directly to a tenant or authorizes the placement of any other vessel within his/her slip must provide the marina office with written notification of person(s) or vessel(s) entitled to use his/her slip. Owners of all such other vessels must also execute a dockage agreement and abide by the terms of these Rules and Regulations and the agreement. In any case of non-compliance with these Rules and Regulations, the Marina reserves the right to deny permission for a vessel to occupy an owner’s slip, and/or to remove any vessel from an owner’s slip.

(C) All vessels utilizing the marina, including vessels owned by slip owners, must bear valid vessel registration, be covered by adequate hull insurance, and be covered by a liability insurance policy with a limit of not less than \$500,000.00. Policies of liability insurance on vessels moored in the marina more than three months must list Bayside Resorts, Inc. (hereinafter, “the Sponsor”) and the Marina as additional insureds, and hold harmless for any and all causes. Owners of all such vessels in the marina must provide proof of compliance with this rule.

(D) Only materials approved by the Marina may be used for the fendering of vessels. No materials, equipment or fixtures may be attached or affixed to the common interests or marina docks without written permission from the Marina. No materials whatsoever are to be affixed to the pilings.

(E) All owners, captains or crew members of any vessel located in the marina must properly handle, and dispose of any and all hazardous wastes generated by their vessel. Owners of all vessels in the marina agree to defend, indemnify and hold harmless the Sponsor and the Marina from any and all liability associated with the spillage or disposal of hazardous wastes connected with the operation or storage of owner’s vessel.

(F) Fishing within the marina is prohibited.

(G) No liveboards are permitted.

(H) All vessels must be kept in good and seaworthy condition. Only minor maintenance may be performed in the marina. The Marina reserves the sole right to prevent or stop any maintenance that it does not consider minor in nature.

(I) No laundry may be hung out to dry on either the vessel or the dock.

(J) All garbage, particularly materials left from the cleaning of fish, must be packaged and sealed in plastic bags and disposed of in the dumpster provided by the Marina.

(K) No discharge of sewage or other effluent is permitted in the marina.

(L) The use of barbeques, grills, open flames or fires whatsoever is prohibited on the common interests, docks, or on vessels located within the marina.

(M) No pets are permitted in the marina.

(N) Any loud or disorderly behavior may be cause for immediate termination of a dockage agreement. Operation of radios, tape or CD players, or other sound-producing equipment so as to disturb other tenants is prohibited.

(O) Operation of generators and/or engines after 8:00 PM is prohibited.

(P) Other than the Sponsor, which has the right to grant marina concessions pursuant to the Declaration, no slip owner, slip tenant or owner's agent shall operate a concession within the marina.

(Q) Other than Sponsor-authorized concessionaires, no person (including unit owners) may place or display any signs, postings, or advertisements of any nature, nor shall any person conduct or undertake any commercial solicitation in any form (verbal, written, or otherwise) on the Condominium Property, including the marina and common interests therein, absent the express authorization of the Marina.

(R) All dinghies must be secured to the vessel to which they belong and be kept from protruding into the common interests, other slips, or in a manner so as to hinder the passage of other vessels.

(S) Swimming and/or diving are expressly prohibited in the marina.

(T) All halyards on vessels in the marina must be secured so as to prevent banging or noise.

(U) All common interests in the marina, including docks, finger piers and the main pier must be kept clear of all objects at all times. All property belonging to vessels in the marina and their passengers must be kept either in dock boxes approved by the Marina or aboard the vessels.

(V) Any vessel(s) or person(s) violating the Marina Rules and Regulations will be subject to exclusion from the marina.

(W) To enforce the rights of the Marina, the Sponsor, or other slip owners, the Marina reserves the right to board all vessels within the marina to properly secure them, attend to emergencies, and/or relocate them.

(X) The Marina reserves the right to revise and/or amend any of these Rules and Regulations without notice and to promulgate them in such revised form.

Dated: January 10, 2003