

EXHIBIT "B"

General Marina Rules

Scope & Compliance

A1 All Slip Owners and vessels shall comply with all applicable federal and state laws and local rules and regulations pertaining to the operation and maintenance of vessels.

A2 All vessels desiring to dock at the Marina must register with the Dockmaster. When a vessel enters the Marina, it immediately comes under the jurisdiction of the Dockmaster. All Slip Owners and Vessel Owners shall comply with the rules of the Marina. The Dockmaster and Marina Association shall have the right, but shall not be required, to remove any vessel from the Marina which fails to comply with said rules.

A3 All of these rules shall apply to all Slip Owners, lessees and users of the Marina even if not specifically stated in portions hereof.

A4 The Marina Association shall be permitted, but not required, to grant relief to one or more Slip Owner, lessee or user from specific rules upon written request and with good cause shown, in the sole discretion and opinion of the Marina Association.

Marina Association's & Dockmaster's Authority and Responsibility

B1 From time to time, the Marina Association or the Dockmaster may require any vessel to relocate for purposes of maintenance or repairs to the Marina. The Marina Association will provide adequate facilities while repairs are in progress until such time as the Marina Association or the Dockmaster deems it to be necessary.

B2 The Dockmaster is responsible for directing and supervising employees at the Marina. Employees of the Marina Association are not to perform or be requested to perform personal services for Slip Owners. In the event any Marina Association employee does perform such services for a Slip Owner, regardless of when they are performed, such employee shall be deemed to be outside the scope of the employee's employment by the Marina Association and the Marina Association shall not be responsible in any manner for such employee's tortious acts, injuries and/or remuneration. The employee who performs such services is also subject to review for retention of his or her employment with the Marina Association.

B3 A Vessel Owner who is leasing a slip in the Marina, may be required to relocate to another slip upon ten (10) days written notice from the Dockmaster; failure to do so will result in termination of the lease.

B4 The Marina Association shall not make any expressed or implied warranties or representations as to the condition of the docks, piers, gangway, wharfs or ramps nor shall it undertake any duty to advise of any hazardous conditions requiring the attention of the vessel owner.

B5 The Marina Association shall not be liable for any injury to persons or property occurring at the Marina, or for any theft of, or from, any vessel, regardless of whether or not the loss, damage or claim results from the Marina Association's negligence.

B6 The Marina Association shall not have any liability for the care or protection of any vessel.

Use of Marina Property & Waters

C1 The sidewalks, slips, docks, piers, catwalks, parking areas, entrances and like portions of the Marina shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Marina; nor shall any carts, tables, maritime equipment or other objects be stored anywhere on or about the Marina for installation by a Slip Owner. Any such violations shall be enforced by the Dockmaster. Failure to immediately correct any such situation shall result in confiscation of equipment and may result in removal of the vessel, including a vessel of a Slip Owner.

C2 Charcoal or open flame fires will not be permitted on docks or vessels at any time.(8.1.7)

C3 All automobiles or similar vehicles must be parked in areas designated by the Marina Association or the Dockmaster. Only one car per slip will be issued a Resident Parking Permit. Vehicles must be registered with the Dockmasters Office and display their issued Resident Parking Permit. Vehicles without a Resident Parking permit are not allowed to park in MIMA designated spaces along the docks. Guests and crews for vessels shall use the lots in front of and behind the Dockmaster Facility. No trailers, RV's, trucks or commercial vehicles are allowed to be parked or stored in any lot on the property (8.1.17) . Any Slip Owner or Lessee wishing to park a vehicle because of an extended cruise shall park in the lot behind the Dockmasters Facility, display their Permit and notify the Dockmasters Office. However, during the season from December through April, even if registered, the vehicle shall not remain in the Marina for more than four (4) days. Outside of the season no vehicle shall remain in the Marina for more than one (1) month. Fines against a slip Owner or Lessees may be levied for violations by them or their guests, employees. Invitees or agents. The Association has the right to have any vehicle which is in violation of a parking violation towed at the Owner's expense (8.1.11)

C4 Motorcycles, scooters, bicycles, etc. shall not be parked 1 to a parking space. They shall park several to a parking space or area in lots designated by the Dockmaster.

C5 No motorized vehicle, bicycle, skateboard, cart or other wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks or bulkheads

C6 Jet skis, windsurfers and wave runners are not allowed to be operated or sailed in the Marina.

C7 No swimming, diving or fishing is permitted in areas of the Marina with the exception of divers servicing/cleaning a vessel.

C8 No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any vessel or marina slip on Marina Association property except in an area specifically designated for such use by the Dockmaster.(8.1.8)

C9 Only one (1) vessel may be moored in a marina slip at any time (8.1.1)

Use of Dockmaster's Building and Facilities

D1 Lessees and Transients shall have use of the Dockmaster's facilities daily between the hours of 8:00am and 5:00pm. The swimming pool may be used between 8:00AM and Sunset. Use of the pool or facilities by anyone who is not an Owner, Lessee or Transient is prohibited. The swimming pool and exercise equipment must be used in accordance with the posted rules. The Dockmaster's Building must be used in a clean and safe manor and not cause any undue disturbance or annoyance of others. Everyone must straighten up the facility after each use, put Marina items away, and not leave any personal items behind.

D2 No alcoholic beverages may be sold anywhere on Marina property.

Refuse & Discharge in Marina Waters

E1 Refuse, trash and/or garbage shall not be thrown overboard. Garbage shall be deposited in the cans, or the dumpster supplied for that purpose, **except for engine oils, transmission fluid, filters, spirits, combustible liquids, electronics, appliances etc. The disposal of these items in the proper and approved manner is the responsibility of the Vessel Owner or their service people and should be taken to the County Recycling Center on Elcam Circle.** Failure to properly dispose of these items will be reported to the appropriate Federal authorities for prosecution under applicable environmental laws. In addition, the Vessel Owner will be responsible for all clean-up costs and is subject to permanent removal of his or her vessel from the Marina, including a vessel of a Slip Owner. No person shall discharge sewage, waste water, fuel, oil, spirits, inflammable liquids or oily bilge water into the Marina waters and/or adjacent channels. (8.1.18)

E2 The Marina has been designated as a "Clean Marina". Accordingly no "gray water" may be discharged unless special bio-degradable soap is used. There are showers, bathroom facilities, and laundry facilities available at the Dockmaster's Building.

E3 No vessels may be cleaned or maintained in the Marina unless U. S. Coast Guard accepted and environmentally approved solvents, additives or chemicals are used in such maintenance.

Vessel Requirements, Restrictions & Conditions

F1 All vessels docked at the Marina on a long-term basis must be registered or Documented in the name of the Slip Owner or Lessee of the Marina slip. A copy of the vessel registration or documentation certificate must be submitted upon the request of the Dockmaster. Corporate owned vessels must submit corporate officer information, if requested.

F2 Vessel is not to be used as a primary residence by the Occupants of the vessel.

F3 Vessels may be fueled in the Marina only from vendors on the Marina's approved list. Fueling may be scheduled all day on Monday and Tuesday, and during the morning hours Wednesday through Saturday. No fueling is allowed on Sunday.

F4 Vessel operators and invitees shall adhere to all speed regulations when operating within the Marina and waters, entrance channels and adjacent waters. Vessels operating during the nighttime in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of federal and state maritime operating procedures. NO VESSELS SHALL BE OPERATED IN THE MARINA SO AS TO CREATE A WAKE, AND UNDER NO CIRCUMSTANCES SHALL A VESSEL BE OPERATED IN EXCESS OF THE ESTABLISHED SPEED LIMIT AND/OR SAFE OPERATION, WHICHEVER IS SLOWER.

F5 Only acceptable pleasure vessels, in good condition and under their own power with all engines working, shall be permitted in the Marina at any time. All vessels must meet and comply with U.S. Coast Guard safety and equipment standards. No slip may be occupied by a vessel until such vessel has been approved by the Dockmaster. The minimum standards for such approval shall be the compliance of the vessel with requirements of these rules and with any other rules adopted by the Marina Association from time to time. All vessels are encouraged to obtain U.S. Power Squadron or U.S. Coast Guard Auxiliary annual inspections.(8.1.1)

F6. Section 4.4.15 of the Amended and Restated Declaration of Covenants and Restrictions is hereby clarified and modified by the General Marina Rules as provided for pursuant to that section.

For each Marina Slip that Section 4.4.15 allows an additional ten percent (10%) of the length of the Marina Slip, the Rule shall be applied as follows: The term "overall length" is defined in that Section. The term "length of the Marina Slip" refers to the designated length. For slips D-4 through D-21 the designated length is 40 ft. For Slips D-23 through D-38, slips C-39 through C-54, slips C-56 through C-71, and slips B-72 through B-87 the designated length is 45 ft. For slips B-89 through B-103 the designated length is 50 ft. For slips A-104 through A-118 the designated length is 51 ft.

For Marina Slips E-1 and E-3, no part of the Vessel shall extend beyond the end of the Dock or within 10 feet of Slip E-2. For Marina Slip E-2, no part of the Vessel shall extend within 5 feet of Slips E-1 and E-3.

For Marina Slip A-120, no part of the Vessel shall extend beyond the end of the Dock or within 10 feet of Slip A-121. For Marina Slip A-121, no part of the Vessel shall extend within 10 feet of Slip A-120 or within 10 feet of A-122

For the remainder of the specifically designated Slips A-119, B-88, C55 and D22 no part of the Vessel shall extend beyond either end of the Dock.

F7 Slip Owners and Vessel Owners are solely responsible for the proper mooring of their vessels and are required to maintain mooring lines in good condition and of sufficient strength to secure their vessels at all times. Any special mooring rules or procedures issued by the Marina Association shall be complied with at all times. In the event of adverse weather and or hurricane conditions, Slip owners and Vessel Owners 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 Marina Association or any other applicable agency. Slip Owners and Vessel Owners shall also take all necessary precautions for the safety of their vessels. Slip Owners and Vessel Owners shall be solely responsible for any damage to their vessels or the Marina docks, piling and hardware. Slip owners and Vessel Owners may be required to relocate their vessels in the Marina, if necessary, to avoid damage to the vessel, Marina docks, piling or hardware or if directed by the Dockmaster or Marina Association. If so directed by the Marina Association or Dockmaster, immediate compliance is required or the Dockmaster will have the authority to implement any directives. (8.1.4 & 8.1.5)

F8 Slip Owners may install a boat lift for the dry storage of vessels with Marina Board approval only. The Board of Directors may approve the installation of a floating boat lift in a slip under the following conditions: 1. **Single Item Installation:** The floating boat lift must be the only item installed in the slip. No additional structures, equipment or personal watercraft left (e.g. jet skis) may be placed in the slip alongside the boat lift. 2: **Approved Usage:** The floating boat lift may only be used for the purpose of lifting and storing a boat. The boat must be appropriately sized for the lift as determined by the specifications provided by the manufacturer of the lift. Jet skis or other personal watercraft are strictly prohibited from being stored or lifted using the boat lift. 3. **Non-Transferable Approval:** The approval to install and use a floating boat lift is granted solely to the current slip owner. If the slip is sold, transferred or otherwise conveyed to a new owner, the approval of the floating boat lift is void. The new owner must seek separate approval from the Board of Directors if they wish to install or retain a floating boat lift in the slip.

F9 Vessel Owners shall maintain their vessels in seaworthy condition with due regard to fire and safety hazards and shall be responsible for pumping their vessels when necessary. Vessels showing unusual leakage must be repaired or removed from the Marina. It is the responsibility of the owner of any vessel showing unusual leakage to report the hazard immediately to the Dockmaster. Should any vessel sink in the Marina, it shall be the responsibility of the vessel owner to remove the vessel from the Marina within twenty-four (24) hours without cost, expense or damage to the Marina. In the event such sunken vessel is not removed as provided herein, the vessel shall be removed by the Dockmaster at the vessel owner's sole cost and expense.

F10 Engine overhauls, major mechanical repairs and/or refitting of vessels at dockside is prohibited. Fiberglass repairs and painting of vessels is prohibited within the Marina. The extent of repairs or maintenance permitted to be performed at the Marina shall be at the sole discretion of the Dockmaster.

F11 No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or in the vessel's engine system) shall be kept in any slip, vessel or in the Marina. However, solvents and cleaning substances may be kept in dock boxes if stored in a safe manner and in accordance with all applicable fire codes and insurance requirements.

F12 Each vessel must have sanitary equipment on board as is required by all applicable federal, state and local authorities. No vessel shall be deemed to be compliance with this section if such equipment is not fully operational or if such equipment, such as a holding tank or approved marine sanitary system, is bypassed or altered contrary to such requirement. The Dockmaster shall have the right to board a vessel upon reasonable notice to inspect vessel for compliance with this section. Each vessel owner shall be responsible for pumping out and discharging all sewage contained in such holding tanks into the on-site sanitary system as often as necessary. In no event whatsoever may a vessel owner discharge sewage or any other foreign substance into the waters of the Marina.

F13 Advertising or soliciting shall not be permitted on or from any vessel moored at the Marina, nor shall any "For Sale", "For Charter", "For Hire" or any other such signs be placed on any vessels any time except for the Vessels name lettering, registration numbers, nautical flags and other displays customarily found on recreational watercraft. The Marina and the Marina Association employees are authorized to remove all signs in violation of this provision.

Lessee Responsibilities, Liabilities, & Behavior

G1 All lessees must maintain insurance at all times for their vessels with policies having types of coverage and minimum amounts satisfactory to the Marina Association. Presently the minimum amount is 1 million dollars. The Marco Island Marina Association and the Slip Owner shall be named as an additional insured on such policies. Copies of all such policies must be submitted annually to the Dockmaster at the beginning of each Slip Ownership year for each Slip Owner.

G2 Vessel owners are requested to record with the Dockmaster the current name(s), address(es), e-mail address(es) and telephone number of person(s) to contact in the case of an emergency. In the event of an emergency during the vessel owner's absence, the Dockmaster shall be authorized to make any reasonable and necessary repairs. The cost of such repairs shall be charged to the vessel owner.

G3 Vessel owners are responsible for the compliance of these rules by their crew, guests, children and their invitees.

G4 Each lessee and/or operator of a vessel using the Marina or the channels adjacent to the Marina, assumes all risk of injury, loss or damage to himself, his guests and invitees and to his vessel or its appurtenances or contents. This responsibility includes damage to the Marina, its pilings, ladders, cleats, etc. The Marina Association shall not have any liability or responsibility therefore.

G5 Noise shall be kept to a minimum at all times. Vessel owners/ operators shall use the utmost discretion in operating main engines, radios, television and/or other equipment so as not to create a nuisance or disturbance in the Marina. Any such violation identified to the respective vessel shall be corrected immediately. Failure to comply can result in cancellation of the lease.

G6 The use of spotlights, floodlights and/or other lighting in such manner as to affect the safety and/or comfort of others is prohibited, except that lighting which is provided by the Marina. No Slip Owner shall permit lighting on or near his slip or vessel which adversely affects the lighting scheme at the Marina, including tower lights, speaker lights and all decorative vessel lighting.

G7 Ample electrical current is provided by the Marina and Marina Association and is provided on an "as is" basis. The Marina does not guarantee or warranty that there will be sufficient power for any particular vessel. No separate generator shall be used by any Slip or Vessel Owner to provide electrical power while within the Marina or Marina Association without prior approval of the Dockmaster. Electricity to the slips and all other utilities required by any vessel may be billed separately to the Slip Owner as determined by Marina Association.

G8 Laundry shall not be hung or spread to dry or air in public view from any vessel or marina slip.

G9 Pets shall be leashed when they are within the confines of the Marina property especially when they are enroute to the Dog Run area. They are only permitted within the Marina if they do not disturb other Slip owners. No pets are allowed near the Marco Island Yacht Club property or the Riverside Marina. (8.3.1)

G10 Children under the age of 16 must be under the direct supervision of their parents or legal guardians while within the Marina and the Marina Association Property. Full compliance of these rules by children is required. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children including, without limitation, those requiring the use of personal flotation devices, shall be complied with at all times.

G11 Each operator of a vessel using the Marina or the Channels adjacent to the Marina are responsible for complying with all applicable rules and regulations regarding the protection of manatees.

G12 Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Dockmaster shall be authorized to tie off halyards and charge the Slip Owner a nominal fee established from time to time.

G13 No illegal activity or drugs or other contraband shall be conducted, used or stored on the premises of the Marina at any time.

G14 Hurricane rules: Should the island be required to evacuate, all personnel of the Marco Island Marina Association will be off the island and the marina will be closed 48 hours in

advance. It is mandatory that all boaters leave the marina during a storm. You MAY NOT ride out the storm on your boat and you are not allowed on the docks or anywhere on the property. NO EXCEPTIONS. It is your responsibility to secure your boat and prep it for the storm or contact your own yacht manager to do the prep prior to the closing. If in the judgement of the dockmaster a vessel and surrounding area has not been properly secured once a hurricane watch has been declared, the owner will be charged a service fee \$500.00 plus the costs of all lines and other materials deemed necessary to secure your vessel. Vessels on D22, C55, B88, A119, A120, A121 & A122 will need to relocate if a storm is predicted to affect our coast at or above Category 2. Vessels in these slips should vacate the marina 96 hours prior to the storm. A complete copy of MIMA Hurricane Plan is available at the dockmasters office.

Penalties

H1 Violation of any of the above rules, or any misconduct or immoral or offensive behavior by any slip Owner or such Slip Owner's guest or invitees, which might injure a person, cause damage to property, be considered in bad taste by the Dockmaster or cause harm to the reputation of the Marina and the Marina Association, shall entitle the Marina Association to exercise any remedy available at law or in equity and shall be a cause for immediate removal of the vessel and the person(s) in question from the Marina. An order of the Dockmaster shall be deemed sufficient reason to deny future requests for dockage.

H2 The Marina Association shall have the authority to impose a special assessment, fine, or penalty upon any Slip Owner, his guests or invitees and lessee who cause any damage to the Marina Facilities and shall take all such reasonable actions including, but not limited to, imposing a maritime lien on such Slip Owner, his guest or invitees and lessee's vessel.

H3 THESE RULES INCORPORATE SECTION 328.17, FLORIDA STATUTES UNDER WHICH THE COMPANY OR THE MARINA ASSOCIATION MAY SELL A VESSEL AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENT FOR A PERIOD OF SIX (6) MONTHS. THE RIGHTS AVAILABLE TO THE COMPANY AND THE MARINA ASSOCIATION UNDER THAT STATUTE ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH THE COMPANY AND THE MARINA ASSOCIATION HAVE AVAILABLE TO IT UNDER THESE RULES OR AS OTHERWISE BY LAW.