

Marina Management Plan

Harbor at Lemon Bay
900 South McCall Road
Englewood, Florida 34228

INTRODUCTION

Dick Seagle & Associates, Inc. (DSA) was retained by the Harbor at Lemon Bay (HALB) to provide a marina management plan (MMP) to ensure that Best Management Practices (BMP's) have been implemented, and are monitored and enforced to ensure maintenance of water quality. This revised plan includes additional spill contingency procedures (Appendix A) that are to be employed in the unlikely event that a release is reported. It also includes those requirements of condominium owners to adhere to rules, regulations and BMP's that assist in compliance of the MMP (Appendix B). It has been developed based upon a template provided by the Florida Department of Environmental Protection (FDEP) for a larger facility, and therefore does not include many elements that would otherwise apply to a larger, full-service facility. The plan does include specific references to BMP's and agency permit requirements that provide any number of guidelines for maintenance of water quality standards and criteria.

HALB includes a total of twenty (20) wet boat slips (6 permanent, 14 temporary) and two (2) high/dry storage buildings containing a total not to exceed 182 dry rack slips, is not considered a boatworks with maintenance facilities, will not support live-a-boards or pumpout operations and has been recently maintenance dredged under Florida Department of Environmental (FDEP) and Army Corps of Engineers (ACOE) authorizations. A mangrove fringe exists along the basin and Lemon Bay which shall remain unimpacted by any activities of the HALB. The upland basin is devoid of seagrasses or other benthic resources. The property at the HALB will be submitted to the condominium form of ownership with the project named Harbor at Lemon Bay, a Condominium (the "Condominium"). Upon the Condominium being formed the governing organization shall be The Harbor at Lemon Bay Condominium Association, Inc. (the "Association" or "Harbor at Lemon Bay"). The Association shall promulgate and adopt Bylaws and Rules and Regulations relative to the use and operation of vessels with the property of the Condominium (the "Condominium Rules"), included as Appendix B. This Management Plan shall be part of the Condominium Rules. All activities are also governed by general and specific conditions of ERP permits and county authorizations that apply to HALB.

METALS ABATEMENT

Although the following discussion centers upon metals, it should be emphasized that good housekeeping practices employed by HALB shall focus upon all pollutants of concern. BMP's that have been developed to address inorganics such as metals also serve to mitigate for concerns of organics, such as petroleum hydrocarbons, since in many cases the control of one type of pollutant results in the control of the other. It is the intent of HALB to include all parameters of concern to ensure maintenance of water quality within the marina basin.

COPPER - Sources of copper identified in the marina basin include copper associated with bottom paints and copper impregnated in Chromated Copper Arsenic (CCA) pilings. Other sources outside of the basin, affecting copper concentrations in the water column, include copper associated with fertilizers dispersed on grass adjacent to the basin. HALB either has implemented, or is planning to implement, a number of BMP's to mitigate for concerns of copper including:

- stormwater treatment
- new PVC wrapping of pilings from a foot below the mudline to a foot above mean high water
- selective use of fertilizers and herbicides
- dry storage of boats

LEAD - Sources of lead may possibly originate from lead keels in sailboats, and lead associated with battery acid. Sources of anthropogenic lead from developing unconsolidated uplands are not anticipated due to its discontinued use in many products, namely gasoline.

CHROMIUM -The two possible sources of chromium include the CCA wood preservative and the chromium treatment of most bright work (railings, grab handles, etc.) on boats. As discussed for copper, all new pilings are to be wrapped with PVC from 1' below the mud line.

Other measurements of water quality oftentimes used to assess conditions are Biochemical Oxygen Demand (BOD), oils and greases, and fecal coliforms from live-a-board activities. The management plan for HALB addresses these elements to assist with maintenance of these and other water quality standards and criteria. Compliance inspections and periodic monitoring are included in conjunction with implementation of BMP's.

All BMP's will be enforced by the harbormaster as summarized in the last section of the plan. Specifically, all permits issued by the Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP) shall be strictly adhered to with regard to general and specific conditions that govern maintenance of water quality.

The following elements of HALB's management plan provided for specific information.

MONITORING/COMPLIANCE

HALB's harbormaster, Richard Baumgardt, shall serve as the Environmental Compliance Officer (ECO), responsible for compliance with all agency permit authorizations. The ECO is responsible for all documentation and reporting to assure full compliance with the Marina Management Plan and the net improvement provision of 373.414(1)(b)3 FS, and State water quality criteria and standards.

The ECO shall serve as the point contact between the Association and FDEP. The ECO shall take immediate action (within 24 hours) to address any violations of state water quality standards, reporting these actions to the FDEP (within 24 hours of correction via fax at (941) 575-5812). The criteria for reporting to FDEP will be any verified violation of the Marina Management Plan, as well as the applicable FDEP permit(s). The report includes issues of recycling, disposal and general information regarding compliance by individual boat owners.

ENFORCEMENT (Spills and Maintenance Activities)

Responsibility - It is the responsibility of HALB, or the successor in title, for the protection and maintenance of water quality standards within the marina. It is the responsibility of HALB to identify visible sources of pollution sources that may result in water quality violations and to take appropriate actions to prevent such occurrences.

Notification -The ECO has the responsibility to monitor all boaters using the marina, as well as marina staff, on a daily basis. Upon observation of any non-compliance with the provisions of the Slip Rental Agreement or Management Plan, the ECO will serve a written/verbal "Caution" statement to the boater informing him of the infraction. A second infraction will result in a written "Warning" notice, informing the boater of a second infraction. A third infraction will result in a "fining" procedure outlined in the Association Rules being effected and if the violator is a lessee of an owner of one of the units in the Condominium, a termination of the lease of the lessee and a prohibition of the vessel being allowed to be stored or berthed in the Condominium. Infractions do not have to be identical, and separate notices of violations are cumulative. All "Caution", "Warning" and "Termination" notices will be documented in a Daily Log, including the reason for the infraction. Copies of such notices resulting from violations of the restriction conditions of this agreement will be forwarded to the FDEP, Fort Myers office. The ECO will coordinate all marina personnel to ensure appropriate action will be taken by HALB to rectify known items of non-compliance.

Violations - HALB reserves the right to identify any offender causing a violation within the Condominium, and to institute enforcement action taken by the FDEP. HALB acknowledges that it has the duty to monitor its patrons to ensure their compliance with this Agreement and with the conditions and requirements.

HALB acknowledges its responsibility and liability for violations of the Management Plan applicable FDEP permits, the net improvement provision of 373.414(1)(b)3 FS, and state water quality criteria. It may be noted that pollution caused by external sources (i.e. water entering the marina basin from its mouth via tidal input) is beyond the control of HALB and would not constitute a violation caused by HALB.

MODIFICATIONS

It is the intent of both the FDEP and HALB to monitor, assess, and implement changes to this Marina Management Plan, as necessary to comply with the issued FDEP Permit and state water quality standards. Changes to the Management Plan can be implemented through mutual, written agreement between HALB and the FDEP.

EDUCATION PROGRAM

In order to implement long-term conditions of environmental benefit at HALB Marina, an education program involving the residents and users of the marina shall focus upon marina maintenance. This continuing program shall include an orientation session for permanent users of the facilities.

The following topics shall be included in the education program:

--Overviews of the FDEP's general and specific permit conditions and, regulations governing water quality and habitat protection in the marina and surrounding area.

--An explanation of the prohibition concerning bottom cleaning in the basin relative to releasing copper into the water.

--An overview of additional offsite sources of contaminants and how they affect water quality.

--Educate marina users about recycling programs including designated areas for disposal, proper handling of batteries, etc.

--Information and instruction on fueling procedures and the long-term impacts of fuel spilling into the water.

--Explain methods to reduce or eliminate oil content in bilge water.

--Provide information regarding proper handling and disposal of used oil products.

--Explain the value of using non-toxic cleaning methods and products.

--Demonstrate the proper disposal of waste products.

-Review all elements of the education program and discuss needed modifications for compliance of the Management Plan.

EMPLOYEE EDUCATION -HALB conducts workshops for marina employees regarding implementation, compliance, and monitoring of the Marina Management Plan. The education program is tailored to include methods and procedures for ensuring permit compliance.

This document prepared by:

Dick Seagle & Associates, Inc.
7357 International Place, Suite 107
Sarasota, Florida 34240
(941) 373-6799

Employee Education Plan

1. Training will be performed by Marina Management.
2. Training will be provided within a week of hiring and will be refreshed on an annual basis.
3. Training will take approximately ½ day with additional training for certification in the spill co-op.
4. Training will be provided in handout and demonstration form with one on one instruction.

A. BOAT BASINS

1. HULL MAINTENANCE: In water hull cleaning for 6 permanent slips. All others washed in designated upland areas.

CONCERN: Hull maintenance in the water may serve as entry for heavy metals associated with paints to enter bottom sediments.

BMP's: Cleaning of boat hulls throughout the marina basins shall be limited to the use of sponges or plastic Brillo®-type pads only. The use of metal scrapers, stiff brushes, or similar implements shall be prohibited. This activity is to be performed in full compliance with the FDEP permit. Only growth of algae shall be allowed. No barnacles or paint shall be scraped from the bottoms of boats which would result in the release of these particulates to the water column. Any hull cleaning performed in designated upland maintenance areas shall be contained and treated and disposed of in accordance with all applicable rules and regulations.

TIMEFRAME: Current and ongoing.

MONITORING: As dictated by FDEP permit and monitored under HALB's covenants and enforcement policy.

2. DOCK CONSTRUCTION: Piling installation/replacement -superstructures

CONCERN: Use of Chromated Copper Arsenate (CCA) treated piling and timbers may be leaching the CCA treatment into the water column, increasing the concentration of both copper and chromium in the sediments (note: metals are relatively insoluble in seawater and sediments serve as a "sink" for these type pollutants).

BMP's: Existing docks are constructed from CCA treated pilings and structural plastic cross bracing. Construction of new docks shall utilize materials such as concrete, plastic, or fiber glass pilings. PVC-wrapped treated pilings in a PVC liner that extends from 1' below the mudline to 1' above the mean high water elevation shall be utilized for all new pilings.

TIMEFRAME: Current and ongoing.

MONITORING: Logged by ECO.

3. SEWAGE PUMPOUT: Not Applicable.

4. BOAT CLEANING: Washing of Boats on Upland Areas.

CONCERN: Hard abrasives, such as stainless steel wool, or similar cleaning pads, may result in water pollution. Use of some type of soaps, detergents, and cleaners are detrimental to the environment and degrade water quality. Products used to wash boat's hulls and decks may contain toxics such as ammonia, sodium hypochlorite, or lye.

BMP's: All boats shall be washed by hand and over designated shell areas, avoiding use of hard abrasives, or toxic chemical treatments. Use of fresh water to clean boats and minimizing the use of cleansers shall be employed. Biodegradable cleaners shall be employed where practicable. The ECO shall make available to boat owners of the marina information regarding the use of cleaners and provide recommendations for brand

names that are environmentally friendly. HALB Marina shall stock these items in the ship's store. Boats may be fresh water rinsed at docks.

TIMEFRAME: Current and ongoing.

MONITORING: The ECO will monitor boat cleaning in the marina basins daily, and provide non-compliant boaters with information from the Marina Management Plan, including emphasis on the enforcement provisions.

5. ORGANICS: Biochemical Oxygen Demand (BOD)

CONCERN: Seagrasses and other naturally-derived organic detritus, in addition to man-made products may enter the marina and settle to the bottom, exerting a demand on water column oxygen during decomposition.

BMP's: Collect floating debris from the marina on an as-needed basis. Organic materials will be removed to an upland composting pile isolated from Waters of the State, and man-made products will be recycled.

TIMEFRAME: Current and ongoing.

MONITORING: Clean up will be logged with records made available upon request.

6. PETROLEUM DISTRIBUTION: Dispensing of Fuel

CONCERN: Fueling operations may result in small spillages of gas and diesel when fuel tanks are topped off.

BMP: Marina staff only shall be trained in fuel spill containment (Appendix A). Signage shall be posted at the fuel dock providing information on fueling procedures, emergency action required in case of a spill, and emergency contacts and phone numbers, updated, should procedures for fueling, emergency actions, or emergency contacts and phone numbers change. The sign shall be placed in a location at the fuel dock clearly visible to all users of the fuel dock procedures to be listed on the fuel dock sign include, but are not limited to, the following precautions:

--Marina staff only is required to tend to the fuel nozzle at all times to avoid spillage into the water.

--Nozzles to be stored in up position with lock.

--A vent collection device is to be used to capture escaping fuel.

--Surface overflow is to be contained by an absorbent pad versus hosing down the overflow fuel into the water. The absorbent pad will be discarded in the proper disposal container. The ECO or designee shall be immediately notified of a spill, should it occur, via the emergency numbers provided on the sign.

--A fuel spill container with absorbent pads and booms shall be maintained on the fuel dock for immediate access by all boaters. The container shall be marked for visibility and remain unlocked and accessible 24/7.

TIMEFRAME: Current and ongoing.

BMP's: Fuel pumps shall employ containment and emergency shut-off devices, and catch pans under the pumps, to prevent seepage from the pumps and shall be kept compliant with all FDEP criteria as noted in general and specific permit conditions.

MONITORING: Monitor operations daily. Complete monthly review of fueling procedures and fire prevention with staff. Provide education, and new product updates, to employees and patrons when available/appropriate.

7. PETROLEUM BY PRODUCTS: Bilge Maintenance

CONCERN: Oil and grease from the operation and maintenance of inboard engines are sources of petroleum in bilges. Discharged bilge water, with associated oils and greases, are a potential source of pollution in marinas.

BMP's: Reduce or eliminate oil content in bilge water and monitor discharges. Methods employed by the Marina Management Plan include the following:

--Training of resident and guest boaters on the importance of maintaining bilge water free of oils and associated greases. Encourage boaters to conduct periodic inspections of engine components and to repair leaks and eliminate spillage.

--Encourage use of absorbent pads, including making them easily available to resident boaters at reasonable costs, to maintain bilges oil free. Use drip pans with absorbent pads while draining oil from the bilge. Regular maintenance of engines including regularly checking seals, gaskets, hoses and connections for leaks and drips. Place oil absorbent material or bioremediation bilge booms in the bilge.

--Discharges can occur when boats are being removed from the water at both the boat ramp and fork lift locations. Boaters shall be encouraged to not pull the drain plug on boats at either location until they are situated "upstream" of collection systems used to separate oil from water, or located to treat runoff.

-- HALB's management plan includes regular pickup of used absorbent pads and other solid wastes by a certified contractor (Safety Kleen®) who shall ensure that all such waste material is properly disposed of in compliance with their FDEP permit(s).

TIMEFRAME: Current and ongoing.

MONITORING: Report observations of petroleum products to vessel owners from which the discharge originates with immediate inspection of the bilge by the owner to determine if oil is leaking into the bilge. Absorbent pads shall be employed to contain any oil leakage. In the event the boat owner is absent during an observed leak, the boat will be surrounded by absorbent booms and the owner notified of the problem. A photograph shall be taken of conditions at this time to document the spillage and encourage prompt clean up at the expense of the boat owner.

8. BOAT DRAFTS: Clearance of vessels one (1) foot above bottom at Mean Low Water (MLW)

CONCERN: Boats exceeding a draft of 3.5 to 4.0 ft. at MLW could cause "prop scar" damage to adjacent grass beds.

BMP's: Ensure that boats utilizing the marina do not exceed draft requirements of 4.0 ft at MLW. Methods employed by the Marina Management Plan include the following:

- Education of resident and guest boaters on draft limitations for vessels utilizing the marina.
- Encourage resident and guest boaters to time ingress and egress to the marina during higher tide conditions, to the maximum extent practicable.
- Provide a staff gauge on channel marker at marina entrance to inform boaters of prevailing channel depths.
- Maintain all channel markers and signage in good condition to confine boaters to designated areas away from seagrasses and benthic resources of Lemon Bay.

TIMEFRAME: Current and ongoing.

MONITORING: Report observations of oversized boats, boaters that wander outside of designated channels and progress of pending legislation relating to seagrasses; amending Section 253.04, F.S.; providing for the protection of seagrasses; amending Section 327.73, F.S.; and providing penalties for prop scar damage.

B. UPLAND MARINA AREAS

1. STORMWATER MANAGEMENT: Stormwater Runoff

CONCERN: Untreated runoff could enter the marina and contribute to compromised water quality within the marina basin.

BMP's: All storm water shall receive treatment in compliance with issued stormwater permit. This shall include elimination of hull maintenance occurring on exposed uplands. Any fish cleaning station shall be constructed over land with contents bagged and placed in a dumpster for proper disposal.

2. PETROLEUM BY PRODUCTS: Used Oil/Petroleum Management

CONCERN: Residents and/or vendors conducting maintenance of their vessels within their slips. Maintenance, typically changing of engine oils and oil/water separators, and repair of injection nozzles and similar maintenance may result in water quality concerns within the marina.

BMP: HALB has onsite containers that store petroleum products, are readily accessible, and are available for pickup by its licensed contractor, Safety Kleen®.

TIMEFRAME: Current and ongoing.

MONITORING: Daily

3. BATTERY MANAGEMENT: Not Applicable

4. BOAT YARD: Improvements to Operations/General Information

BMP's: Minor boat maintenance or repair will be allowed. Maintain a spill contingency plan for hazardous material. The spill response plan for hazardous material has been integrated into this plan (Appendix A).

TIMEFRAME: Current and ongoing.

MONITORING: Monitor marina on a daily basis.

Appendix A

Harbor at Lemon Bay Spill Contingency Plan

Facility Description

Name: Harbor at Lemon Bay

Address: 900 S. McCall
Englewood, FL 34223

Location: Mark 25 ICW

Phone #: 941-475-7100
941-474-8227 fax

Size: 8.84 acres including a 2.4 acre boat basin with 5' depth at MLW.

Capacity: 20 wet slips up to 50' in length.
Bulkhead mooring up to 50' in length.
182 useable dry storage racks.

Hours: Office Hours - 8:00AM to 5:00PM (Mon. thru Fri.)
Dock Hours – 8:00AM to 5:00PM (7 days, includes fuel dock and in/out storage).

Products: Unleaded Plus Fuel, 89 octane gasoline (6000 gallon above ground split tank).
Diesel Fuel (4000 gallon above ground tank).

Services: Boat Storage, Wet and Dry as described above.

Waterfront: Normal tidal ranges are approx. 18 inches. Tidal currents flow north and south in adjacent Intracoastal Waterway (ICWW) channel. Depth in basin at MLW is approximately 5 feet. There is no vegetation growing in the basin.

Weather: Winter – Average air temperature 72.6 degrees Fahrenheit, Average water temperature 61 degrees Fahrenheit. Wind speed and direction vary. Early morning fog common which usually burns off by mid-morning.
Summer – Average air temperature 89.6 degrees Fahrenheit, Average water temperature 84 degrees Fahrenheit. Wind speed and direction vary. Severe thunderstorms common during the afternoon.

ORGANIZATION

The company has two designated Terminal Facility Managers (TFM's). Their responsibility is to maintain the Spill Contingency Plan and see to it that HALB has the resources and training to comply with the Marina Management Plan.

The names and positions of the Response Team include:

Richard Baumgardt, harbormaster
Bill Vanick

VERIFICATION

The Association, acting General Manager or Response Team, will, to the extent possible, attempt to verify the source of the spill by observing the characteristics of the pollutant, its intensity in certain areas of the basin, and needed actions of the persons in the Marina. He should also review the piping and tank diagram to help determine the source of the spill. If he finds information regarding the source of the spill, he will immediately inform the representative of MARR-1, Inc. at (941) 484-4183 to enable appropriate action. A call will also be placed to the Englewood Fire Station at (941) 474-3311.

ON SCENE ASSESSMENT

Aside from the initial assessment performed by the General Manager (described above), any ongoing assessments regarding a particular spill will be performed by MARR-1, Inc. A photographic record shall be made to document spill conditions, where and when possible.

RESPONSE TO A SPILL

As mentioned earlier, HALB has contracted with MARR-1, Inc. as its cleanup contractor. MARR-1, Inc. has its offices and cleanup equipment located in Venice. The response time for cleanup after discovery of a spill is within a half hour.

The spill containment equipment owned by MARR-1, Inc. includes:

One 500 foot containment boom
Five hundred "3M®" HP156 sorbent pads
One 250' sorbent boom
One 250' skimmer boom
Miscellaneous vacuum and clean up equipment

PROTECTION OF SENSITIVE OR CRITICAL LOCATIONS

Within HALB basin there are no sensitive or critical locations. A spill could be contained within the basin quite easily due to the fact that there is just one entrance from the ICWW. A boom laid across this opening would contain all spillage to the area.

RECOVERY AND DISPOSAL

The waste disposal facility used by HALB for disposal of liquid pollutant waste is "Safety Kleen®.", 6211 Old Ridge Road, Suite B, Port Richey, Florida, 34668, 813-842-8265. The disposal facility which MARR-1, Inc. uses for solid waste is "Universal Waste & Transit, Inc.", 2002 N. Orient Road, Tampa, Florida, 33619, 813-628-0842.

PETROLEUM AND OTHER SPILLS

Problem: Petroleum and other spills cause pollution and are costly to clean up. Lack of proper containment and a fuel spill response plan can critically delay containing a discharge.

Goal: Develop a petroleum and other spill response plan and maintain proper petroleum and other containment. Coordinate this plan with the US Coast Guard, the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission.

Spill control materials

- 1) A spill control kit can be found on the fueling dock. Kit includes spill containment boom, fuel absorbent materials and containment bags.

Spill control procedures

- 1) Spills, no matter how small, need to be cleaned properly.
- 2) Small spills should be cleaned with designated rags and placed in a portable fireproof container. They should then be placed in the soiled rag receptacle located at the dockmasters building and to be cleaned by an industrial contractor.
- 3) If absorbent pads (pigs) have been used to soak spilled oil, place the pads in the dedicated 5-gallon bucket for transportation to the absorbent waste container.
- 4) Transport materials to the used absorbent pads (pigs) waste container at the dockmasters building.
- 5) Large spills shall be reported to marina management immediately.
- 6) For in water spills of diesel fuel follow discharge contingency plan (DCP). The DCP is located in the Marina office.
- 7) Deploy booms to contain diesel fuel spilled into the water. Gasoline spills should not be contained with booms due to its high volatility.
- 8) For in water spills contact:
 - a) US Coast Guard Tampa MSO Operations Center (813) 228-2189 24hrs.
 - b) State Warning Point (800) 320-0519 24hrs.
 - c) Englewood Fire Station (941) 474-3311
 - d) Marr-1 (941) 484-4183
 - e) Ostego Bay Marine Science Center (239) 765-8101
 - f) Englewood Fire Control (941) 316-1201

FISH CLEANING

No fish or other marine life of any kind shall be cleaned or processed in any manner on any Vessel, the Condominium Property or Common Element except in those portions of the Common Element specifically designated for such use by the Board. The dumping of fish remains on the Condominium Property or adjacent

to the Condominium Property is strictly prohibited. All fish remains are to be bagged and placed in the dumpster located on the premises' uplands as provided by the Association.

APPENDIX B
RULES AND REGULATIONS
OF
HARBOR AT LEMON BAY CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations shall be applicable to anyone using the Condominium Property in accordance with the terms of the Declaration of Condominium of Harbor At Lemon Bay, a Condominium ("Declaration"). These Rules and Regulations shall be cumulative with the provisions set forth in the Declaration, including the Occupancy and Use Restrictions set forth in Section 14 of the Declaration and the Marina Management Plan (as defined in the Declaration). All references to Unit Owners in these Rules and Regulations shall also include **tenants** or **lessees**. The defined terms used herein shall have the same meaning ascribed to them in the Declaration.

1. The Condominium Property shall be used solely and exclusively for Vessel storage in the Dry Rack Slip Units and the mooring of Vessels in the Wet Slip Units and for no other purposes whatsoever. Vessels shall not be used for residential purposes and may be used for recreational purposes only. The Association shall have the right to inspect any Vessel in the Condominium Property to determine its seaworthiness, appearance, cleanliness and compliance with the Condominium Documents and all applicable city, County, U.S. Coast Guard, state and federal fire, safety and other regulations. All Vessels must be able to operate on their own power.

2. The Association shall not be responsible for Vessels after they have been launched. This is the sole responsibility of the Unit Owner operating the Vessel. All operators of Vessels shall observe all posted speed limits and other rules and all "rules of the road" when in Condominium Property waters and shall be responsible for the safe speed and handling of Vessels operating within the Condominium Property waters. The Condominium Property waters maintain a "no wake" zone that must be observed at all times. Vessels shall at all times comply, and be operated in compliance, with all applicable Association, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of watercraft.

3. All Vessels shall contain fire extinguishers (which shall function automatically) and battery switches which meet the Association's requirements for all inboard outdrive or inboard engines on Vessels. For Vessels stored on the Condominium Property, the following steps will be taken by Unit Owners before the Vessel is stored: (a) batteries disconnected or in the "off" position; (b) fuel tank and waste valves closed; and (c) "bimini" tops stored. For Vessels stored in Dry Rack Units, the employees of the Association shall remove the drain plug, if any, from the Vessel.

4. All Unit Owners shall furnish the Association with a copy of the registration of the Vessel, the serial number of each Vessel and evidence of insurance for both the Vessel and coverage for losses caused by said Vessel to other Vessels while stored in the Unit or on the Condominium Property or damage to the Condominium Property. Unit Owners further agree that the Association shall not be responsible for any loss or damage caused by theft, fire, water, act of God or from any cause whatever to Unit Owner's Vessel, contents or equipment, and expressly agree and acknowledge that the Association shall not be required to carry and does not carry insurance for same. Accordingly, Unit Owners agree, at their expense, to maintain adequate insurance upon the stored Vessel, equipment and contents, including, but not being limited to, fire insurance, liability and property damage insurance insuring Unit Owners and the Association with a minimum coverage of \$100,000/\$300,000 and shall indemnify and hold harmless the Association from and against all claims, actions proceedings, damages and liabilities, including attorneys' fees, from any loss or damage caused by Unit

Owner's Vessel to the persons or property of others including the property and employees of the Association. The Unit Owner's insurance policy will require ten (10) days' written notice to the Association prior to cancellation or material change of coverage. The policy will not contain an exception or exclusion to coverage for environmental matters created or caused by acts of the Unit Owner.

5. Unit Owners acknowledge, agree and are aware that the interior and maintenance of Vessels stored on the Condominium Property by other Unit Owners are exclusively controlled by the respective Unit Owners. The respective Unit Owners shall be responsible for any loss or damage of whatever kind or nature to other Unit Owners' Vessels, contents, gear or equipment, however occasioned. Unit Owners further agree and acknowledge that the Association shall not be liable or responsible for any loss or damage caused by any other Vessel stored on the Condominium Property or for the care, protection, condition or maintenance of any Vessel on the Condominium Property.

6. Each Unit Owner shall file with the Association information, as deemed necessary by the Board, on crewmembers or mechanics attending to the Vessels. A Unit Owner is responsible and liable for acts and omissions of crewmembers or mechanics and shall cause crew members or mechanics violating this Declaration or the Rules and Regulations of the Association to be removed from and prohibited from returning to the Condominium Property.

7. The Association shall have the right (but shall not be required) to remove any Vessel from the Condominium Property which fails to comply with said regulations, including the Marina Management Plan. Each Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from and against any and all loss, expense damage incurred in connection with the exercise or non-exercise of the Association's rights hereunder.

8. All Unit Owners shall comply with the provisions of the Marina Management Plan which has been furnished to each Unit Owner.

9. Unit Owners are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their Vessels at all times. For all Vessels stored in Dry Rack Units, the mooring lines shall be kept on the Vessel when not in use. Any special mooring rules or procedures issued by the Association shall be complied with at all times. If a Unit Owner does not properly moor his or her Vessel and the Association must secure it, the Association can charge such Unit Owner for all costs associated with securing such Vessel. No Unit Owner shall utilize metal mooring line chains for mooring of a Vessel.

10. All Vessels shall be properly equipped with operable navigational lights and shall be operated in accordance with all applicable international, federal and state rules and regulations pertaining to the operation of Vessels.

11. No Vessel shall be permitted in any Wet Slip Unit(s) unless such Vessel can be moored in a manner which leaves two (2) feet of clearance between an adjacent Vessel (including, but not limited to, any appurtenances thereto) and the perimeter of the Unit(s).

12. During hurricanes and other high velocity wind threats, each 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 or the County. If any Unit Owner's Vessel sinks as a result of a storm, or for any other reason, the Unit Owner must remove the

sunken Vessel from the Condominium Property immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, the Association may (but shall not be obligated to) remove same and impose a special assessment in the manner provided for elsewhere herein against the Unit Owner for the cost of said removal. Each Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Association's rights under this Paragraph 11 including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Vessel of a lessee or invitee of a Unit Owner. If a Unit Owner plans to be absent during the hurricane season, such Unit Owner must: (i) prepare his Unit and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the U.S. Coast Guard, or any other governmental or quasi-governmental entity having jurisdiction, and/or the Board (or in the absence thereof, with all due care); and, if his Vessel is not removed, such Unit Owner must: (ii) designate a responsible firm or individual to care for his Unit and Vessel or remove his Vessel should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his Vessel, and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Unit Owner shall be liable for any and all damages caused to the Common Elements, Limited Common Elements or to the Unit(s), Vessel(s) or other property of other Unit Owners or guests or lessees of such Unit Owner for such Unit Owner's (or his guests or lessee's) improper preparation or failure of removal, as the case may be, of his Unit and Vessel, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the applicable rules and regulations, if any, if the Unit Owner or guests or lessees of the Unit Owner fails to abide by the provisions of this Paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Unit Owner or other person or entity for any damage to persons or property caused by a Unit Owner's failure to comply with such requirements.

13. No Unit Owner shall keep or store any gear or equipment or other items on a dock or seawall, except enclosed in a Dock Storage Box provided to Unit Owners of Wet Slip Units. Without limiting the generality of the foregoing, this restriction shall not apply to steps or ladders attached to appropriate Common Elements and to the edge of docks in order to board Vessels, provided such steps and ladders do not interfere with the use of the other Unit Owners of their Units. Notwithstanding the foregoing, no flammable, combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Vessel's engine system) shall be kept in any Dock Storage Box or within the Condominium Property; provided, however, that solvents and cleaning substances may be kept in Dock Storage Boxes, if stored in a safe manner and in accordance with applicable fire codes, insurance requirements and the Marina Management Plan. All spills of solvents, oil leaks and the like shall be reported immediately to the Association using the procedure promulgated by the Association.

14. No boarding of Vessels within the Condominium Property is permitted without the permission of the owner thereof except as provided herein or in case of emergency in which case the Association and its agents can board the Vessel.

15. No swimming is permitted within the Condominium Property.

16. No lounge chairs, food or drink is allowed within the Condominium Property other than on Vessels docked within a Unit.

17. Water levels in the channel leading into the Condominium Property may decline significantly at certain times due to tidal changes. Unit Owners, their tenants, family members, guests and invitees assume all risks created by such fluctuations in water levels.

18. No open fires shall be permitted on any Vessel, or anywhere within the Condominium Property, except in marina-safe grills and other devices which may be approved for such use by the Board, and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Condominium Property except with a device which has received the prior written approval of the Association.

19. No fish or other marine life of any kind shall be cleaned or processed in any manner on any Vessel, the Condominium Property or Common Elements except in those portions of the Common Elements specifically designated for such use by the Board. The dumping of fish remains on the Condominium Property or into the waters of or adjacent to the Condominium Property is strictly prohibited. All fish remains are to be bagged and placed in the dumpster provided by the Association.

20. No improvement of any nature shall be erected, placed or altered on the Condominium Property including, but not limited to, any water areas therein, except by Developer. Any change in the appearance of any piling, pier or bulkhead or other structure or improvements, shall be accomplished only by the Association.

21. No Vessel shall be stored or parked on any portion of the Condominium Property not specified within the dimensions of the Unit or not specified for maintenance or service work areas. Notwithstanding the foregoing, a Vessel may be moored in any guest space(s) which may be designated by Developer or the Association. Any Vessel moored, parked or stored in violation of these or other restrictions contained herein may be removed by the Association (but the Association shall not be required to do so) at the sole expense of the owner of such Vessel. The Association shall not be liable to the Unit Owner (or the owner of any Vessel) for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal.

22. Each Unit Owner shall regularly pick up all garbage, trash, refuse, rubbish or oil around his or her Unit and no garbage, refuse, trash or rubbish shall be deposited except in trash cans as provided by the Association. The requirements of the applicable jurisdiction or entity for disposal or collection of solid waste shall be followed. The Association shall be responsible for keeping the equipment in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable governmental requirements. The costs of the foregoing shall be a Common Expense.

23. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the Condominium Property; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a Unit Owner in connection with the operation of his or her Vessel. Also, refer to the Marina Management Plan for other requirements. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Condominium Property. Each Unit Owner shall ensure that any bilge water pumped into the waters of the Condominium does not contain any petroleum or other hazardous or toxic materials. For purposes of this Paragraph, hazardous or toxic materials shall be defined by Federal, Florida or common law. Each Unit Owner shall indemnify, defend and save Developer and the Association harmless from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this Paragraph by such Unit Owner. All expenses incurred by Developer or the Association in connection with

compliance with all environmental and related laws shall be a Common Expense, subject to the foregoing indemnification.

24. The Condominium Property does not contain a pump-out facility. Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Vessel shall be deemed to be in compliance with this Paragraph 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 requirements. The Association shall have the right to board a Vessel upon reasonable notice to inspect same for compliance with this Paragraph. Each owner of a Vessel, as often as necessary, shall be responsible for pumping out and discharging all sewage contained in such holding tank into a properly licensed and controlled sanitary sewer system (pump-out station). All Vessels shall close the "waste seacock" on the Vessel before entering the Condominium Property. In no event whatsoever may the owner of a Vessel discharge untreated sewage or any other substance (other than the bilge water) into the waters of or adjacent to the Condominium Property. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting. All accidental discharges of oil, grease or other such substances shall be reported immediately to the Association.

25. No "Personal Watercraft" shall be permitted to be operated on the Condominium Property. "Personal Watercraft" means a shallow draft, jet drive watercraft in which the operator sits, kneels or stands on the craft as opposed to inside the craft. Personal Watercraft may be stored on a Vessel or used as a dinghy to a Vessel properly moored in a Wet Slip Unit.

26. The Association shall not be liable for loss of or damage to any property left or stored by a Unit Owner, its lessees and invitees or owner of a Vessel or any other person in or upon the Vessel or the Condominium Property. All Unit Owners, their lessees and invitees or owner of a Vessel shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with any such claims.

27. Only one (1) primary Vessel may be kept in each Unit, but the Unit Owner or other permitted occupant of a Wet Slip Unit may also keep a tender or dinghy in the Unit as long as none of the same violate Paragraph 11 above.

28. Unit Owners may not cause or permit any "major" repairs to be performed on Vessels while on the Condominium Property. Such procedures as power head removal, major fiberglass repair, bottom scrapping, bottom painting or cleaning with harsh cleaners, shall not be allowed. Only "minor" repairs, such as cleaning, limited bright work, lower unit service, power head electrical and induction or trim service (which shall be performed so as to minimize any disturbance to other Unit Owners and their Vessels) are permitted. The Board's decision shall be final as to what constitutes a "major" or a "minor" repair. The Unit Owner (and tenants or agents such as mobile mechanics) must comply with the Marina Management Plan. If any cleaning or removal of oil, paint, grease, etc. is required after repairs have been conducted by a Unit Owner, the appropriate Unit Owner will be charged for these actions at the then applicable rates. The marina forklift shall not be utilized for Vessel repairs. Off premises repairs shall require all Vessels be placed on trailers for service work. This procedure will be charged at the then applicable rate by the Association.

29. The Unit may be leased in accordance with the Declaration and these Rules and Regulations. The Unit Owner shall be solely responsible for the payment of all Assessments notwithstanding that the Unit is leased. Association and Unit Owners may contract to collect monthly rental fees from tenants at the then

current charge as established by the Association. A sample lease agreement will be provided by the Association.

30. All Unit Owners and tenants of Unit Owners shall supply a credit card and credit card number to charge the respective accounts for fuel purchases, services provided by the Association, and all Assessments if not paid with ten (10) days of when due.

31. Gate codes shall not be disclosed to outside agents.

32. One hour's notice should be given for Vessel launchings. Trailer loading requires two hours' notice and is done between 9:00 a.m. and 4:00 p.m. Mechanics are allowed on the Condominium Property between 9:00 a.m. and 4:00 p.m.

33. Vessels with bottom growth will not be permitted to be stored in the Dry Rack Units until the bottom of the Vessel is cleaned. If the provisions of these Rules and Regulations or the Marina Management Plan do not allow this cleaning to be conducted on the Condominium Property, then the Unit Owner shall have the Vessel cleaned off the premises of the Condominium Property in accordance with these Rules and Regulations. Required cleaning shall be conducted according to the Marina Management Plan. These procedures will be charged at then applicable rate by the Association.

34. HOURS OF OPERATION

MONDAY	8:00 A.M.-5:00 P.M.
TUESDAY	CLOSED
WEDNESDAY	8:00 A.M.-5:00 P.M.
THURSDAY	8:00 A.M.-5:00 P.M.
FRIDAY	8:00 A.M.-5:00 P.M.
SATURDAY	8:00 A.M.-5:00 P.M.
SUNDAY	8:00 A.M.-5:00 P.M.

No Vessels will be lifted between 4:00 p.m. and 5:00 p.m.

The facility will be closed on the following holidays:

- NEW YEAR'S DAY
- MEMORIAL DAY
- FOURTH OF JULY
- LABOR DAY
- THANKSGIVING
- CHRISTMAS DAY