

## GENERAL MARINA RULES



1. All members and vessels shall comply with all applicable federal and state laws and local rules and regulations pertaining to the operation and maintenance of vessels and the submerged land lease with the State of Florida.
2. All vessels desiring to dock or obtain services at the Marina must register with the Dockmaster. When a vessel enters the Marina, it immediately comes under the jurisdiction of the Dockmaster. All members shall comply with the rules of the Marina and the Club and in no event shall the terms of the submerged land lease and agreement with the State of Florida be violated. The Club and the Dockmaster shall have the right, but shall not be required, to remove any vessel from the Marina and the Club which fails to comply with said rules.
3. All vessels docked at the Marina on a long-term basis must be registered in the name of the member or lessee of the marina slip. A copy of the vessel registration certificate must be submitted upon the request of the Dockmaster. Corporate owned vessels must submit corporate officer information, if requested.
4. All Yacht Members and their long-term lessees must maintain insurance at all times for their vessels with the policies having types of coverage and amounts satisfactory to the Club. Island Developers, Ltd. and the Club 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 membership year for each Yacht Member.
5. Vessel movement is restricted to the hours between 6:00 a.m. and 12:00 midnight unless special arrangements are made and approved by the Dockmaster.
6. Fueling of vessels in the Marina and the Club is prohibited.
7. Members and/or vessel operators and invitees shall adhere to all speed regulations when operating within the Marina and the Club 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.*

8. Only acceptable pleasure vessels, in good condition and under their own power, 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 Club from time to time.
9. In the event there is an appurtenance affixed to or a part of the vessel, such as a diving platform or bowsprit, the length of which, when added to the length of the vessel, is greater than that of the vessel's respective slip, then such appurtenance may encroach beyond the vessel's slip only in such a manner as the following: (i) appurtenance does not encroach over any other slip, dock or pier, (ii) where the appurtenance is affixed to or a part of the bow of the vessel, the vessel is moored in its slip, stern first, and (iii) the member must take any and all measures to assure that the encroachment of the appurtenance does not interfere with navigation over Marina and Club waters, entrance channels and adjacent waters. No more than ten percent (10%) of the length of a vessel may exceed the length of the slip, unless the Dockmaster determines otherwise.
10. Members 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 Club shall be complied with at all times. No member may install a boat lift for the dry storage of vessels, nor shall dry storage of vessels be permitted by any other means whatsoever. In the event of adverse weather and/or hurricane conditions, members 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 Club or any other applicable agency. Members shall also take all necessary precautions for the safety of their vessels. Members shall be solely responsible for any damage to their vessels or the Marina docks, pilings and hardware and will remove their vessels, if necessary, to avoid damage to the vessel, Marina docks, pilings or hardware or if directed by the Dockmaster or Club. If so directed by the Club or Dockmaster, immediate compliance is required or the Dockmaster will have the authority to implement any directives.
11. Members 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 and the Club. 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 and the Club within forty-eight (48) hours without cost, expense or damage to the Marina or the Club. 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.

12. From time to time, the Club or the Dockmaster may require any vessel to relocate for purposes of maintenance or repairs to the Marina Facilities. The Club will provide adequate facilities while repairs are in progress until such time as the Club or the Dockmaster deems it to be necessary. Repairs and/or refitting of vessels at dockside is prohibited. The extent of repairs or maintenance permitted to be performed at the Marina and the Club shall be at the sole discretion of the Dockmaster.
13. The Dockmaster is responsible for directing and supervising employees at the Marina. Employees of the Club are not to perform or be requested to perform personal services for members. In the event any Club employee does perform such services for a member, regardless of when they are performed, such employee shall be deemed to be outside the scope of the employee's employment by the Club and the Club 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 Club.
14. The sidewalks, slips, docks, piers, catwalks, parking areas, entrances and like portions of the Marina and the Club shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Marina and the Club; nor shall any carts, tables, maritime equipment or other objects be stored anywhere on or about the Marina and/or the Club for installation by a member. 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 Yacht Member.
15. Refuse, trash and/or garbage shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose, except engine oils, filters, spirits, combustible liquids, etc. The disposal of these items in the proper and approved manner is the responsibility of the vessel owner. 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 and the Club, including a vessel of a

Yacht Member. No person shall discharge sewage, waste water, fuel, oil, spirits, inflammable liquids or oily bilge water into the Marina and/or the Club waters and/or adjacent channels. Charcoal or open flame fires will not be permitted on docks or vessels at any time. 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 or the Club. However, solvents and cleaning substances may be kept in dockboxes if stored in a safe manner and in accordance with all applicable fire codes and insurance requirements.

16. 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.
17. All automobiles or similar vehicles must be parked in areas designated by the Club or the Dockmaster. Any member wishing to park a vehicle because of an extended cruise shall register the vehicle with the Dockmaster prior to departing on the cruise. However, even if registered, the vehicle shall not remain in the Marina and/or the Club for more than seventy-two (72) hours. Only one car per slip will be permitted.
18. Upon mooring a vessel along the breast dockage, a minimum of twenty (20) linear feet of dockage space must remain available, consisting of ten (10) linear feet forward and ten (10) linear feet aft, to allow the vessel to maneuver into and out of the marina slip.
19. The Club reserves the right to sublet any dock space made available by the absence of the vessel normally assigned to such space.
20. A Yacht Member shall be entitled to arrange through the Dockmaster and the Club to lease their designated marina slip through the Dockmaster upon the terms and conditions of the appropriate lease contracts. The Yacht Member shall be responsible for the actions or non-actions of his or her lessees.
21. Upon payment of all applicable fees, portions of the seawall and certain marina slips shall be available for use by members or such members' guests and invitees on a daily transient basis. Fees shall be based upon the length of the vessel requiring dockage. A fee shall also be charged for each electrical outlet connected and for cable television and telephone connection, as determined from time to time.

22. No motorized vehicle, bicycle, skateboard, cart or other wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks, bulkheads and Marina which are not specifically designed or designated for such use. Jet skis, windsurfers and wave runners are not allowed to be operated or sailed in the Marina or the Club.
23. Noise shall be kept at a minimum at all times. Members, lessees, guests and invitees shall use the utmost discretion in operating main engines, radios, televisions and/or other equipment so as not to create a nuisance or disturbance in the Marina or the Club. Any such violation identified to the respective vessel shall be corrected immediately. Failure to comply can result in either cancellation of the lease or suspension of membership.
24. The Club may cancel and terminate any and all lease arrangements with thirty (30) days written notice to the vessel owner.
25. 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 Fisher Island Community Association, Inc., the Club or the Marina. No member 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.
26. Ample electrical current is provided by the Marina and the Club and no separate generator shall be used by any member or lessee to provide electrical power to the vessel while docked at the Marina or the Club. Electricity to the slips and all other utilities required by any vessel may be billed separately to the member or lessee as determined by the Club. Any use of a generator at the Marina requires the prior approval of the Dockmaster.
27. Yacht Members and slip lessees shall not be permitted to modify the utility connections of the marina slips. All utility connections, including electrical power, shall be provided by Island Developers, Ltd., the Club or their designee, and any additional costs for requested improvements to existing connections shall be the responsibility of the Yacht Member or the slip lessee, as the case may be.
28. No swimming, diving or fishing is permitted in areas of the Marina, except fishing at the outside dock which is permitted. Children under the age of 16 must have adult supervision. 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 Club property except in an area specifically designated for such use by the Dockmaster.

29. Laundry shall not be hung or spread to dry or air in public view from any vessel or marina slip.
30. Vessel owner's are requested to record with the Dockmaster the current name(s), address(es) and telephone numbers 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.
31. Pets shall be leashed and kept within the confines of the Marina and are only permitted if they do not disturb other members - one (1) pet per vessel will be permitted. No pets are allowed near any restaurants or on the Commercial Center pool deck.
32. Children must be under the direct supervision and responsibility of their parents or legal guardians while within the Marina and the Club. Full compliance of these rules by children is required. All children under sixteen (16) years of age must be accompanied by an adult when entering the Marina Facilities. 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.
33. The use of the Club Facilities are for the exclusive use of the Club Members and their guest(s) only. Captains and Crew are restricted to the Marina, the Island Market/Deli, the Pasta Trattoria and the Marina pool ONLY. Any violation shall result in the owner's requirement to remove the crew member from the Island. Crew members are not considered guests of the owner and may not use the Club Facilities, even when accompanied by the member.
34. Standard dock boxes are to be acquired from the Marina upon payment of the fee determined by the Club from time to time.
35. Lessee is solely responsible for damage to carts or damage caused by carts.
36. 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 in 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 sewer system/Pump-out Station, 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.

37. Violation of any of the above rules, or any misconduct or immoral or offensive behavior by any member or such member's guests 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 Club, shall entitle the Club 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 and the Club. An order of the Dockmaster shall be deemed sufficient reason to deny future requests for dockage and to cancel memberships.
38. These rules shall neither apply to nor operate to interfere with any lawful development, construction, management, sales, resales, maintenance or repair activities of the Partnership or any of its or their successors or assigns. All of these rules shall apply to all members, lessees and users of the Marina and the Club even if not specifically stated in portions hereof. The Club shall be permitted, but not required, to grant relief to one or more member, lessee or user from specific rules upon written request, therefore, and good cause shown in the sole opinion of the Club.
39. 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.
40. Vessel owners are responsible for the compliance of these rules by their crew, guests, children and their invitees.
41. Each member, lessee and/or operator of a vessel using the Marina or the Club or the channels adjacent to the Marina and the Club, 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. Neither the Partnership nor the Club shall have any liability or responsibility therefor. The Club shall have the authority to impose a special assessment, fine, or penalty upon any member, 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 member, his guests or invitees and lessee's vessel. Neither the Partnership nor the Club shall make any expressed or implied warranties or representations as to the condition of the docks, piers, gangways, wharfs or ramps and shall undertake any duty to advise of any



hazardous conditions requiring the attention of the vessel owner. Neither the Partnership nor the Club shall be liable for any injury to persons or property occurring at the Marina or the Club, or for any theft of, or from, any vessel, regardless of whether or not the loss, damage or claim results from the Partnership's or the Club's negligence. The Club shall not have any liability for the care or protection of any vessel, and each member agrees to indemnify and to hold harmless the Partnership and the Club against any such loss, damage or claim arising out of the member's, or such member's family members, guests or invitees, use of the Marina and/or Club or the operation of a vessel at or around the Marina and the Club, whether or not the loss, damage or claim results from either the Partnership's or the Club's negligence. The foregoing shall include the member's obligation to pay all attorney's fees and costs actually incurred by the Partnership or the Club in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom. *These rules incorporate section 328.17, Florida Statutes under which the Partnership or the Club 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 Partnership and the Club under that Statute are in addition to any and all other rights which the Partnership and the Club have available to it under these rules or as otherwise by law.*

42. Advertising or soliciting shall not be permitted on or from any vessel moored at the Marina or the Club, nor shall any "For Sale", "For Charter", "For Hire" or any other such signs be placed on any vessels any time except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft. The Marina and the Club employees are authorized to remove all signs in violation of this provision.
43. Strict compliance with manatee warning signs is required by members, operators and invitees.
44. The Club may permit the police, the U.S. Coast Guard and similar watercraft to be docked in any portions of the Marina designated for such use by the Club.
45. 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 member a nominal fee established from time to time.
46. No illegal activity or drugs or other contraband shall be conducted, used or stored on the premises of the Club, dock and Marina Facilities at any time.