INSTR # 2017000046423, Doc Type DOC, Pages 21, Recorded 03/06/2017 at 08:06 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $180.00 Deputy Clerk ERECORD

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT AMENDED AND RESTATED RULES AND REGULATIONS AND RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being duly elected and acting President and Secretary of **GULF HARBOUR MARINA CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the Gulf Harbour Marina Amended and Restated Rules and Regulations, attached hereto and made a part hereof as **Exhibit "A"**, and the Rules and Regulations Governing the Use and Rates of the New Marina Facilities Users of Gulf Harbour Marina, attached hereto and made a part hereof as **Exhibit "B"**, were adopted by the Board of Directors at a duly noticed Board of Directors' meeting held on February 23, 2017.

The Declaration of Condominium of Gulf Harbour Marina, a Condominium, is recorded in Official Records Book 3521, Page 766, *et seq.*, of the Public Records of Lee County, Florida, and the Rules and Regulations are attached thereto as Exhibit "E", and as each may have been subsequently amended.

Dated this 2nd day of March, 2017.

WITNESSES (2):

Sign: _____
Print: JOHN FOYE

Sign: _____
Print: John Fayette

GULF HARBOUR MARINA CONDOMINIUM ASSOCIATION, INC.

Sign: _____
Print: _____
Title: **President**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of March, 2017, by Dana Snyder, **President** of **Gulf Harbour Marina Condominium Association, Inc.**, who (check one): ✓ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)

LISA M. PRICE
Notary Public - State of Florida
Commission # FF 204394
My Comm. Expires Jun 22, 2019
Bonded through National Notary Assn.

Notary Public – State of Florida
Sign: Lisa M Price
Print: LISA M PRICE
My Commission Expires: 6/22/19

WITNESSES (2):
Sign: John Foye
Print: John Foye
Sign: John Ayotte
Print: John Ayotte

GULF HARBOUR MARINA CONDOMINIUM ASSOCIATION, INC.

Sign: _____
Print: Craig Anderson
Title: **Secretary**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of March, 2017, by Craig Anderson, **Secretary** of **Gulf Harbour Marina Condominium Association, Inc.**, who (check one): ✓ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)

LISA M. PRICE
Notary Public - State of Florida
Commission # FF 204394
My Comm. Expires Jun 22, 2019
Bonded through National Notary Assn.

Notary Public – State of Florida
Sign: Lisa M Price
Print: LISA M PRICE
My Commission Expires: 6/22/19

EXHIBIT "A"

AMENDMENT TO THE GULF HARBOUR MARINA AMENDED AND RESTATED RULES AND REGULATIONS

The Gulf Harbour Marina Amended and Restated Rules and Regulations shall be amended as follows (otherwise, all other provisions shall remain the same):

* * * * * * *

Language to be added is underlined. Language to be deleted is ~~struck through~~.

GULF HARBOUR MARINA AMENDED AND RESTATED RULES AND REGULATIONS

These Rules and Regulations have been adopted by the Board of Directors of Gulf Harbour Marina Condominium Association, Inc. a Florida not-for-profit corporation (the "Association") and are designed to maintain an enjoyable and safe yachting experience for all persons using the Gulf Harbour Marina (the "Marina").

General

~~1. The Ships Store will be open during the hours posted from time to time.~~

2. The Harbormaster's Office is located east of the fuel dock, adjacent to the Clubhouse building. The telephone number is 239-437-0881. The Harbormaster's Office is staffed from 8:00 a.m. to 5:00 p.m. daily. The fuel dock is open from 8:00 a.m. to 4:30 p.m. daily, with the pump-out system operating from 8:00 a.m. to 4:30 p.m. daily. Hours are subject to change.

3. Members and their guests should not request personal services from the dock attendants who are on duty.

4. It is unbecoming for any person using the Marina to abuse any of the dock attendants, verbally or otherwise. All dock attendants are under the ultimate supervision of the Harbormaster and no person shall reprimand or discipline any dock attendants or send any dock attendant off the premises of the Marina for any reason. Any dock attendant not rendering courteous and prompt service should be reported to the Harbormaster immediately.

5. Owners shall be responsible for the conduct and actions of the captain, crew or agents employed by the owner for the operation and maintenance of such owner's vessel.

Loss or Destruction of Property or Instances of Personal Injury

1. Each Member and each guest as a condition of invitation to the premises of the Marina assumes the sole responsibility for his or her property. The Association shall not be responsible for any

loss or damage to any private property used or stored on the premises of the Marina, whether in dock boxes or elsewhere.

2. Any Member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, whether on or off the premises of the Marina, shall do so at his or her own risk, and shall hold the Association, its representatives and agents, harmless from any all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the Association, its employees, representatives or agents.

3. All vessels moored within the Marina must have a minimum of $500,000.00 property damage and liability insurance and shall provide the Harbormaster with copies verifying current insurance coverage on an annual basis. In addition, the policies shall provide that the insurance company notify the Association at least thirty (30) days in advance of any cancellation or reduction in coverage.

4. In the event of any emergency during the owner's absence, the Association or its agent or employees shall be authorized, but are not required, to make any reasonable and necessary repairs to a vessel, the cost of which shall be charged to the owner.

5. In case of a fire, emergency or disaster, as determined by the Association, it is expected that the owner will make arrangements for safe storage of the vessel elsewhere. If the vessel is unattended and the owner cannot be contacted, the Association shall be authorized to move the vessel, at the owner's expense, to a safer area to protect the vessel, property or general welfare. However, under no circumstances is the Association under any obligation to provide this service. Owner shall be solely responsible for any emergency measures.

6. Hurricane Rental and Transient Boater Policy: Only vessels that are owned by slip owners, Annual Renters, and Seasonal Renters are allowed to remain in the Marina during periods of a "NAMED STORM EXISTING IN THE ATLANTIC OR GULF OF MEXICO". All other transient vessels and rental vessels are to be removed from the Marina a minimum of five (5) days prior to the NOAA estimated forecasted storm landfall. This rule does not apply to a boater who declares and requests Safe Harbor during periods when he is subject to peril that is actually occurring during an active Named Storm at the moment he attempts to dock his vessel. If a non-qualified vessel remains in the Marina five (5) days prior to the projected NOAA landfall the Marina can have the vessel removed by a towing service at the owner's expense.

Children

Children under sixteen (16) years of age are not allowed at the Marina unless accompanied by an adult.

Attire

Shirt and shoes are required on the Marina property.

Marina Appearance & Dock Regulations

1. Except as otherwise provided in Article 11, Section 4 of The Declaration of Gulf Harbour Marina, a Condominium, as recorded in Official Records Book 3521, Page 766, *et seq.*, of the Public Records of Lee County, Florida, and as may have been subsequently amended, no drilling, mining, manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever shall be conducted or carried on upon any Slip or any part thereof or any Vessel moored therein, other than the leasing of Marina Slips in accordance with the terms of The Declaration of Gulf Harbour Marina, a Condominium. The commercial practice of renting, or chartering, a Vessel for sight-seeing cruises, pleasure cruises, parties, special events, fishing excursions, or similar ventures upon any Slip or any part thereof or any Vessel moored therein is expressly prohibited.

2. All operators of vessels shall observe all posted speed limits and other rules when in the waters of the Marina. Boat owners or captains will be responsible for the safe speed and handling of vessels operating within the Marina. The Marina maintains a "no wake" zone which must be observed at all times.

~~3~~3. No signs, notices or commercial advertisements shall be displayed or posted ~~without the prior written approval of the Board of Directors.~~.

~~4~~4. Signs offering vessels and or wet slips for sale, or lease ~~or lea se or~~ shall be no more than 12" by 18" and shall be of a black background with gold lettering. Any slip owner wishing to place a sign on a vessel or slip shall purchase such sign through the Marina office. Only signs purchased through the Marina shall be permitted.

~~4~~5. All vessels moored within the Marina for more than thirty (30) consecutive days or seven (7) days of any one month must be approved by the Marina Appearance Board ("MAB"). It is the responsibility of each vessel owner to notify the Marina staff and to complete all application forms as may be required by the Board of Directors in advance of bringing any vessel into the Marina. All vessels moored permanently (more than seven days) must be measured for length to ensure compliance with the variance policy. Boats found not in compliance will be re-measured after modification.

~~5~~6. There shall be no refuse disposal except in receptacles permitted by the Association. Hazardous waste may not be disposed of in the Marina.

~~6~~7. Each vessel must have such sanitary equipment on board as is required by law. Equipment must be fully operational. Members of the MAB may board all vessels with reasonable notice to inspect same. No owner shall discharge sewage or any substance (other than clean bilge water and water from showers and sinks) into the Marina waters.

~~7~~8. There shall be no displaying or hanging of laundry in the Marina.

~~8~~9. There shall be no recreational swimming or fishing in the Marina.

~~9~~10. Tenders, jet skis, wet bikes and wave runners may be kept in the Marina provided they do not protrude into the common area or into an adjacent slip. These personal watercraft must be kept fully licensed, insured, and maintained, and be in an operational and sea worthy condition. Operation of personal watercraft shall be in compliance with good boating practices and in compliance with the terms and provisions of the Declarations, their rules and regulations, and all laws, ordinances, and manufacturer's recommendations relating to personal watercraft.

~~10~~11. Owners, tenants and their families or crew may live aboard their vessels provided that (1) such persons shall register at the Marina office, (2) a vessel may be occupied for successive periods of ninety (90) days with breaks in between, and (3) a vessel may never be used as a permanent residence.

~~11~~12. No vessel shall be repaired at the Marina except for minor maintenance such as cleaning above the gunnels line and limited bright work, which shall be performed so as to minimize any disturbance to other Members and their vessels. If a vessel needs other repairs, permission of the Harbormaster must be obtained in advance.

~~12~~13. The visible surfaces of all vessels moored within the Marina must be maintained so as to be generally free of dirt, mildew and mold. The MAB may require boats to take reasonable steps to discourage roosting birds from causing unsightly and unsanitary conditions on the docks and boat decks. Boat canvases must be securely fastened so as to avoid flapping and should be free of tears and fraying. Brightly colored canvas not usually found in marinas is not permitted. Any significant changes to a boat's color or canvas configuration must be approved by the MAB.

~~13~~14. In case of emergency or fire during an owner's absence, and if the owner cannot be contacted, the Association has the right but not the obligation to repair or move a vessel at the owner's expense.

~~14~~15. Hazardous or toxic materials are prohibited within the Marina except for petroleum products used in connection with the operation of a vessel. Bilge water pumped into the Marina shall not contain any hazardous or toxic materials.

~~15~~16. Crew members attending a vessel must be registered at the Marina office.

~~16~~17. Only one vessel may be kept in each slip, except for the T docks which may contain two vessels. A slip may also keep a tender, dinghy or personal watercraft. Such dinghy or personal watercraft may not protrude into the common areas.

~~17~~18. No vessel, or portion thereof, shall protrude beyond the slip boundary or variance as may be granted by the Marina Association's Board of Directors. It is the responsibility of each slip owner to receive advanced written approval for each vessel which is to be moored within his or her slip. It is the slip owner's responsibility to ensure the accuracy of any information provided to the Association's representatives or agents, regarding a vessel's size and condition.

~~18~~19. Permanent lifts are not allowed at the Marina. Floating lifts installed, purchased or contracted for purchase prior to December 6, 2002, (date of turnover from Developer) will be "grandfathered", subject to the following conditions: The owner of the slip must sign an agreement, in a form promulgated by the Board of Directors, agreeing to accept liability for the lift (including proof of insurance) and agreeing to removal of the lift upon sale or transfer of title to the slip (Unit), except for transfers made for estate or tax planning purposes.

20~~19~~. Nothing may be attached to any dock or piling without the approval of the Harbormaster. No carpet shall be affixed to any dock area other than doormat size for foot wipers. The storage of supplies, accessories, dinghies, bicycles, grills, debris or any other material on the docks, walkways, or finger piers is strictly prohibited. Each slip is provided a dock box which is the only dock box allowed on the dock. No owner shall construct any lockers, chests, cabinets or similar structures on any dock. 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 box or vessel, provided, however, that solvents and cleaning substances may be kept in dock boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.

Dock Attachments: The Association's governing documents do not allow any additions, alterations, or improvements to a slip, or any common elements or limited common elements by slip owners without the prior written approval of the Board of Directors. The Board of Directors has approved the following items which may only be installed by the Marina staff. If your slip has unapproved additions or modifications please contact the Marina office. The reason for the following changes to the Rules and Regulations are as follows:

- Safety
- Marina appearance needs to be kept at high level and consistent throughout the Marina.
- The Board of Directors recognizes the needs of the slip owners to make minor additions, alterations, or improvements to their Slip, or to the common elements or limited common elements around their Slip to protect their vessels and make docking and line management easier.

a. Fenders: Maximum of one fender per ten feet of dock length or boat length. Whichever is less for finger docks, and a maximum of two fenders on the main dock (beam). Fender size must be proportionate to vessel size. Fenders are purchased by the slip owner or renter and are installed by the Marina staff. Fenders should be a dark color. Fenders that are installed using existing Gulf Harbour Marina cleats are also acceptable provided they are not attached using non-approved fasteners.

b. Vertical bumpers for wood pilings: Black five foot rubber bumper as displayed in the Marina office. Piling fenders can be purchased from the Marina and are installed by the Marina staff.

c. Line holders: The Marina staff will make and install line holders from 1.25" PVC pipe in the appropriate height for the vessel. The Marina staff will work with the slip owner to determine the proper height and location. The maximum number of line holders is two per

slip, for slips 50 feet and under, and three for slips in excess of 50 feet. Line holders can be purchased from the Marina and are installed by the Marina staff.

d. Hose reels are not allowed. All hoses must be maintained in good condition, and are to be stored on the hose hanger mounted on the back side of the dock boxes. Hoses are not to be stored on the electrical stanchions. ~~Hose holders may be installed by the Marina staff on the back side of the dock box for that Slip. Hose holders can be purchased from the Marina.~~

e. Water Softeners: If a water softener is used, it must be stored off the main dock except when in use to wash the vessel. Upon request, the Marina staff will install the water softener behind the dock box and assist the boater with hose connections. Water softeners can also be stored in the slip dock box when not in use.

f. Boarding Steps: Boarding steps or dock steps must be white, made of steel, aluminum, molded polyethylene or resin and be the appropriate height for the vessel being boarded. The slip owner will purchase the boarding step and the Marina staff will fasten steps to the dock after deciding on the appropriate location with the slip owner. Smaller boarding steps or dock steps that the boater takes on board before each departure will not require fastening to the dock. Previously approved steps are grandfathered.

All requests for additions, alterations, or improvements to a slip, or any common elements or limited common elements must be made by the slip owner.

Cost: Those requesting an attachment/modification, will be charged a nominal fee to cover the cost of the items and the Marina will retain ownership of the fastening devices. Ownership of purchased fenders, line holders, and boarding steps remains with the slip owner or renter that purchased the items. Any necessary replacement and/or restoration of the Marina-installed modifications to the slip will be at the slip owner's sole cost and expense. The Marina staff will remove the items upon request.

After the Marina staff has installed the requested items at the slip, the slip owner is responsible for cleaning and maintaining the items. If the items become unsightly, the Marina staff will notify the slip owner. If replacement and/or restoration is required, the Marina will notify the slip owner and repairs and or restoration will be at the slip owner's sole cost and expense. All repairs and restoration will be done by Marina employees.

~~20~~21. No trucks, commercial vehicles, motor homes, boat trailers or recreational vehicles of any type may be parked or stored on Marina property. Bicycles will be stored in provided racks only. Bicycles and scooters of any type may not be ridden on the docks.

~~21~~22. Golf carts are only permitted on the boardwalk along the Marina seawall for the purpose of loading and unloading boats. The time limit for parking golf carts at the head of any dock or at any point along the boardwalk is 15 minutes. Golf carts must be permanently parked in the parking lot only. Golf carts, bicycles and scooters of any type must observe a 5 M.P.H. speed limit on the boardwalk.

~~22~~23. No fuel trucks are permitted in the Marina.

~~23~~24. Dock carts must be returned to the head of the dock after each use.

~~24~~25. Visible boat decks are not to be used for storage and are at all times to appear in a secure and seaworthy condition.

~~25~~26. The maximum occupancy of a vessel moored within the Marina shall not exceed 2 persons per state room.

~~26~~27. Pets shall be leashed at all times within the confines of the Marina and Gulf Harbour community. Owners shall immediately clean up any waste deposited by their pets. Pets are permitted only if they do not disturb boat owners or residents.

~~27~~28. Noise shall be kept to a minimum at all times. Owners shall use the utmost discretion in operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.

~~28~~29. No charcoal or open flame cooking apparatus is to be used on the dock or outside of the gunwhale of a boat.

~~29~~30. Non-Motorized and Non-Registered Vessels: Due to safety reasons the following types of watercraft designed to transport persons or property, on, in or through water, are not to be operated or launched from the Marina Association property, with the only exception being maintenance floats and non-motorized vessels used in the process of washing, waxing, and polishing vessels that are properly registered at the Marina of office:

a. Watercraft that are not registered with the tax collector's office in the county where the watercraft is located or in the county where the watercraft owner resides or registered with the USCG Documentation program, and/or

b. Non-motorized watercraft, including, but not limited to, kayaks, paddleboards, canoes, and inflatable vessels.

Variance Policy

1. Each request for a variance will be reviewed on a case-by-case basis but in order for a variance to be granted it must, at a minimum, use the criteria set forth below:

2. Every vessel in the Marina shall be measured and photographed to determine its length and dock requirement. Measurement shall be conducted by the marina staff at the fuel dock, and before dock assignment is approved.

3. Measurement will be from the bow (including anchor ~~la~~ocked in place) to the stern (including the swim platform, dinghy lift and dinghy if it is stored on the vessel while docking.

~~a.~~ 4.The holder of a granted variance shall pay to the Association a fee based on the number of feet preempted by the protrusion for which the variance is granted (whether linear feet of vessel length or feet in width) or fraction thereof, the amount of which fee to be determined by the Board of Directors on an annual basis during the budget adoption process.

~~b.~~ 5.The slip owner, holder of the variance, will be billed each month for the overage regardless of whether the vessel is occupying the slip. If the vessel is absent from the slip for a minimum of 3 months (90 consecutive days) and the owner provides written notification to the Marina office, variance fees will be refunded for the period the vessel was absent from the slip. Once the vessel returns to the slip the variance billing will continue starting with the month the vessel returns.

Enforcement

Each slip owner, each lessee and other invitee shall be governed by and comply with the Condominium Documents, the Master Declaration and these Rules and Regulations. Failure to comply may result in monetary fines and/or withholding of services. Withholdings of services may include refusal of service to individuals at the Ships Store and fuel dock and discontinuance of electrical and/or water service to a vessel.

F:\WPDATA\CJS\FORMS\CONDO\Amendment\Gulf Harbour AmendedRestatedRulesandRegulations 2-23-2017.docx

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

The Rules and Regulations Governing the Use and Rates of the New Marina Facilities Users of Gulf Harbour Marina shall be amended as follows (otherwise, all other provisions shall remain the same):

* * * * * * *

Language to be added is underlined. Language to be deleted is ~~struck through~~.

RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES

CLASSIFICATIONS OF MARINA FACILITIES USERS

USER DEFINITION

SLIP OWNERS
- Person(s) including spouse or entity dock is titled in

ANNUAL RENTERS
- Renter leasing dock from marina pool or private owner
- Lease must be for 240 or more continuous days
- Lease must be on file in marina office

SEASONAL RENTERS
- Renter leasing dock from marina pool or private owner
- Lease must be for 31-239 continuous days
- Lease must be on file in marina office.

SHORT TERM / TRANSIENT RENTERS
- Dock rental of 1-30 days
- Rentals must be through marina
- Covered by short term dockage agreement

GULF HARBOUR ORGANIZATIONS
- Organizations members are non-dues or fee paying members which exist inside Gulf Harbour
- Rental to outside organizations is not allowed unless the group is sponsored by a slip owner and that slip owner is a member of the group, is in attendance, is the signer of the rental agreement and is responsible for closing the facility.

GUEST
- Shall mean any person who does not have access to a FOB.
- Immediate family members living within 100 miles of GH

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

Family members not considered immediate family members.

IMMEDIATE FAMILY MEMBERS

Spouse, significant other, children, parents and in-laws.

PROXY ~~RENTAL~~ RENTER /GULF HARBOUR RESIDENT

Shall mean an owner of residential property in Gulf Harbour, whose rental is sponsored by a slip owner.

MARINA USE REGULATIONS

1. Access to Chart room and the Helm Lounge shall be by electronic key, hereafter referred to as a FOB. FOBS will be activated and deactivated by computer located in the marina office. The Boardroom can be accessed through the Chart room by FOB holders.

2. Each slip owner will have one FOB which will access the Chart room, Boardroom and the Helm Lounge and Crow's Nest Patio.

3. Lease agreement for marina pool rentals will contain a Waiver of Rights by the renter and Slip owner will retain the FOB. Slip owners who rent privately will make their own agreement as to rights and FOB assignment.

4. Annual renters can rent a FOB for $250 annually. FOB will access Chart room, Boardroom, and the Helm Lounge and Crow's Nest Patio. Rental fee is not prorated.

   a. $250 FOB rental fee will be collected at time of lease filing if a FOB is issued.

   b. A signed lease must be on file to qualify to rent a FOB

   c. FOB will be activated for the period of the lease.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

5. Seasonal renters can rent a FOB for $250 annually. Each FOB will have access to the Multi-purpose room and Boardroom. Rental fee is not prorated.

a. $250 FOB rental fee will be collected at time of lease filing if a FOB is issued

b. A signed lease must be on file to qualify to rent a FOB.

c. FOB will be activated for the period of the lease.

6. Replacement FOB is available for $25. Lost FOB or FOB to be replaced will be deactivated at time of replacement.

7. Short Term /Transient boaters will only have access the Chart room and Boardroom. A $25 refundable deposit for a FOB will be collected at check-in. Dockage rate includes FOB.

8. FOBS should not be lent to a non-family member, slip renter or guest. Such action, at the sole discretion of the board, will cause the FOB to be deactivated for a period up to 12 months.

9. Annual renters and seasonal renters of slips must rent a FOB or have been assigned a FOB by a private Slip owner to be able to rent marina facilities.

10. All areas of the Marina Center are NON SMOKING areas including the Crows Nest Patio.

11. Pets are NOT allowed in any area of the Marina Center including the Crows Nest Patio. Service animals are welcome.

CAPTAIN'S LOUNGE AND PATIO

1. The Helm Lounge and Crow's Nest Patio shall be for the exclusive use of Slip owners and Annual renters. and Patio shall be for the exclusive use of Slip owners and Annual renters.

2. Seasonal renters and Short Term Transient renters will not have access to will not have access to Helm Lounge and Crow's Nest Patio.

3. The Helm Lounge and Crow's Nest Patio can only be rented in conjunction with the rental of the Chart room.

4. The Marina will develop a yearly calendar of dates the facilities are not available for rent.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

5. When the Chart room is rented, lockers can be accessed by only those locker renters who are attending the function in the Chart room.

GENERAL RULES AND PROCEDURES FOR RENTAL OF MARINA

1. All reservations and requests for any type of meeting or function must be made through the Marina.
2. A refundable deposit is required for all reservations, payable when reservation is made, to insure facility is left the way it was found.
3. The Marina Board reserves the right, in their sole discretion, to approve or not approve requests to use the facility.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

4. When the Chart room, the Boardroom, or the Helm Lounge and Crow's Nest Patio are rented, use by all others will be restricted. A sign will be posted on the door indicating the room(s) in use.

5. All food and beverage service shall be provided by third party caterers or the party using the facility. If catered by a third party, the caterer must supply proper licenses and insurance to the marina a minimum of 14 days prior to the event scheduled date.

6. All reservations shall be confirmed in writing and rentals will be covered by contract.

7. Reservations require a minimum of 7 days advance notice.

8. Damages to the marina property in excess of the rental deposit are the responsibility of the renter or Slip owner. The marina has the sole discretion in this issue.

~~9. PROXY rentals by Slip owners, Annual or Seasonal renters are NOT allowed. Any individual renting the facility for other than PERSONAL USE will be charged the rate that applies to the function and / or group classification that is reflected in the Pricing Rate schedule.~~

9. PROXY rental by slip owners is allowed. Annual or seasonal renters are NOT allowed proxy rentals. The proxy renter must be Gulf Harbour resident and slip owner must be in attendance of the function and is responsible for all charges. Slip owner is allowed two (2) proxy rentals per calendar year. Reservations can be made 60 days in advance.

10. The maximum capacity of the Chart Room and Boardroom for all functions is set at 85 Attendees. The maximum capacity for the Chart Room, Boardroom, Helm and Crow's Nest Patio for all functions is set at 125 Attendees. All rental agreements will require a guest list of all non Gulf Harbour residents for purposes of gate access.

11. Existing Slip Owners are allowed access to the Marina facilities for (1) previously scheduled events for a period of 45 days from closing date of slip sale. A previously scheduled event as defined as:
"A previously scheduled event that was reserved by the slip owner. Appeared on the marina master schedule on the date the contract for sale of the slip was executed by the slip owner. And all reservation paperwork was complete as of the date of contract for purchase".

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

RENTAL OF MARINA CENTER

1. Slip owners and Annual renters have preference for the use of the Chart room, Boardroom, and the Helm Lounge and Crow's Nest Patio, however if the room(s) have been previously reserved and deposit paid the prior reservation will take preference.
2. Slip Owners may reserve the marina center for up to 18 months in advance.
3. Annual Renters may reserve the marina center during the term of their lease.
4. Seasonal Renters may reserve the marina center during the term of their lease.
5. Groups of 50 or more are required to rent the full facility (Board room, Chart room, Helm and Crow's Nest).
6. Marina scheduled social events and GHYC prescheduled events shall take preference over all reservations.
7. Slip owner and Annual renters, Seasonal renters and All others are required to secure facility upon completion of event. Failure to secure facility will cause loss of deposit and will be charged an additional $100 and future rental will be restricted.
8. Slip owners, Annual renters, Seasonal renters and All others are required to leave facility as he found it. Failure to cleanup and restore facility to original condition will cause loss of deposit and additional cleaning fees.
9. For Slip owners and Annual renters if events take place outside normal business hours and staffing is required the charge will be $35 per hour per employee.
10. For Seasonal renters and All others if events take place outside normal business hours and staffing is required the charge will be $50 per hour per employee.
11. Slip owners and Annual renters are not limited to the number of rentals per calendar year.
12. Seasonal renters are allowed to rent the facility a maximum of 2 times per calendar year.
13. If a Slip owner or Annual renter, rents only the Board and Chart rooms, but during the event the group occupies or utilizes the Helm or the Crows Nest the group will be charged the additional $150.
14. With staff approval, renter will be allowed access to the facility two (2) hours prior to the scheduled event for set up.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

RENTAL RATES MARINA FACILITIES

RATES...DEPOSIT

Following refundable deposits are required with rental agreement.
Deposit can be made by check, credit card or cash
Deposit is refunded if facility is left as originally found.

CLASS	BOARD	CHART	HELM & CROW'S NEST
Slip Owner/Annual Renter	$100		
Season Renter & All Others	$200		
Proxy Renter	$200		

RATES...RENTAL BUSINESS HOURS (8:00AM-4:30PM MON-SUN)

Rental to be a maximum of 3 hours
(Set up time for events are charged at normal business hour rates)
~~Renters will be allowed access to the facility~~ two (2) ~~hours prior to the event for set up.~~ ~~event for set up.~~
With staff approval, renter will be allowed access to the facility two (2) hours prior to the scheduled event for set up.

CLASS	BOARD/hr	CHART/hr	HELM & CROW'S NEST
Slip Owner /Annual Renter	$35	$35	$250
Seasonal Renter/ All Others	$50	$50	$250
Proxy Renter	$65	$65	$350

If a Gulf Harbour ~~group~~ Association does not include a slip owner or annual renter who has signed the contract and it is after business hours or extends past business hours, then an employee charge of $50 per hour per employee will be charged at the time the rental contract is signed.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

RATES RENTAL...NON-BUSINESS HOURS (4:30PM-11:00 PM MON-SUN)

Non-business hour rental include both Board and multi-purpose room
Failure to secure facility when rented by Slip owner, Annual renter, or Seasonal renter will result in loss of deposit and $100 charge.
All rentals must vacate premises by 11:00 PM
Setup time for events are charge at normal business hour rates.

CLASS	BOARD & CHART ROOM	HELM & CROW'S NEST
Slip Owner/Annual Renter	$200	$150
Slip Owner/Annual Renter groups of 50 or more		$350
Seasonal Renter/All Others	$250	$175
Seasonal Renter/All others groups of 50 or more		$425
Proxy Renter	$300	$250
Proxy Renter groups of 50 or more		~~$525~~—$550
Proxy Rental for Memorial Service		$350

PROXY RENTAL
Renter must be a resident of Gulf Harbour.
Slip owner (sponsor) must be in attendance of event and is responsible for all charges, securing the -facility, and clean up.

Rental by Slip owner, Annual and Seasonal renters for an organization to avoid rental charges is not allowed and may cause FOB to be deactivated.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

CASUAL USE OF THE CHART ROOM BY SLIP OWNER AND ANNUAL RENTER GROUPS ON A NON-RENT BASIS

1. This applies to Slip owner and Annual renters
2. The group must consist of 50% Slip owners and Annual renters.
3. Group must register all guests with Marina office on each occasion.
4. This applies only to the Chart purpose room and Boardroom and not the Helm Lounge and Crow's Nest Patio.
5. Group can use the facility during Marina hours of 7:00 AM-4:30 PM.
6. Group must make the request to the Marina office a minimum of 7 days prior to the event. The marina will advise if the facility has not been reserved or rented.
7. Group use does not eliminate other Slip owner or Annual renter use of the room.
8. Group will not be charged a use or rental fee, but if they fail to return room to way they found it, Slip owner or annual renter making the notice will be charged $100 and future use will be restricted. Additional cleaning charges may also apply.
9. Groups renting the facility and marina sponsored functions will have preference.

GHYC

1. Use is under separate agreement.
2. Agreement is to be renewed annually.

BULLETIN BOARD

1. The Marina will maintain a bulletin board with a weekly schedule of all rentals or activities that will restrict slip owner/renters usage.
2. Marina office will maintain full schedule for review.
3. Bill board to be updated each Monday morning for the week.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

MARINE MAX

1. Marine Max agreement does not include a FOB and therefore there is no access granted to the Chart room, Boardroom, the Helm Lounge or Crow's Nest Patio. Access to marina restrooms is granted to Marine Max
2. Marine Max is subject to a separate agreement that renews annually.

GUEST POLICY

1. FOB holder is allowed 6 guests at any one time in multi-purpose room.

EXHIBIT "B"

AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE AND RATES OF THE NEW MARINA CENTER FACILITIES OF GULF HARBOUR MARINA

2. All guests and immediate family members must be accompanied by a FOB holder.

3. All guests must register indicating they are guests of individual FOB holder.

4. Slip owners and Annual renters are allowed to bring a maximum of 6 guests into the Helm Lounge and the Crow's Nest Patio a maximum of 4 times per month.

5. Children under the age of 18 are not allowed in the Chart room, Boardroom, or the Helm Lounge or Crow's Nest Patio without a parent or guardian, that is a FOB holder, being present at all times.

6. A person considered a guest is allowed a maximum of 4 visits per month. This includes being a guest of multiple FOB holders. Guests under the "CASUAL USE CHART ROOM NON-RENTAL POLICY' will be allowed 4 visits per month.

7. Marina sponsored functions shall have separate guest rules and will be published at the time the function is announced.

8. Immediate family members shall be exempt from the guest policy except for the rules governing the Helm Lounge and Crow's Nest Patio and special events. See # 4 & 7 above.

9. A Slip owner, by written request and board approval, can allow use of his FOB by an immediate adult family member in his absence. The immediate family member must be 21years of age and must register at the marina office before use of the FOB. The immediate family member is allowed to bring a maximum of 3 guests to the facility at one time and must follow all marina rules during the use of the FOB.

10. The marina may limit guests during certain days or periods at its sole discretion.

11. The marina has the sole discretion to restrict and/or remove guests who are deemed disruptive and /or in violation of the marina rules.

F:\WPDATA\CJS\FORMS\CONDO\Amendment\2017 CHMCA Clubhouse Rules.doc