

SCHEDULE A

RULES AND REGULATION OF THE CONDOMINIUM ASSOCIATION

1. Use of Property. No part of the property shall be used for any purpose other than the residential purposes for which the property was designed.

2. Insurance. Nothing shall be done or kept in any unit, in the common area, or in the marina which will increase the rate of insurance for the property or any portion thereof without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in that owner's unit, the common areas, or the marina which will result in the cancellation of insurance on the property or any part thereof, or which would be in violation of any law.

3. Outside Display. Without the prior consent of the Board of Directors (i) unit owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls or doors of any building; (ii) no sign, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window; and (iii) no clothes shall be hung outside a unit.

4. Animals. No animals, reptiles, birds or insects of any kind shall be raised, bred or kept in any unit or in the common areas except that a household pet approved in writing by the Board of Directors may be kept in a unit provided that it is not kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the common areas or the marina unless carried or on a leash, or curbed in the common areas or the marina.

5. Offensive Activity. No noxious or offensive activity shall be carried on in any unit, in the common areas or the marina, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises on the property or the marina, by family member, servant, employee, agent, visitor, or licensee, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play or allow to be played any musical instrument, or operate or allow to be operated a sound system, television set or radio on the property or marina at such high volume or in such a manner that it causes an unreasonable disturbance to other unit owners.

6. No objects in the Common Area. There shall be no parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs or the like in any part of the common areas or the marina. Any baby carriages, playpens, lawn furniture, bicycles, toys, scooters or similar articles placed or found in the common areas or the Marina may be removed by the Board of Directors at any time from such common areas or the marina, and if not claimed within two (2) weeks after written notice to the presumed owner all such property may be disposed of.

7. Vehicles. Stopping an attended vehicle in the designated fire zone between buildings one and two is permitted for the convenience of owners and guests. Parking in the fire zone is prohibited at all times under penalty of towing.

All vehicles belonging to an owner or to a member of an owner's family, a guest, tenant or employee of an owner shall be parked in the spaces provided. No such vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space or unit entrance. The parking of trucks and commercial vehicles is prohibited. The parking of boats, trailers and campers is prohibited without the written permission of the Board of Directors. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the property. The repairing of cars or other vehicles on the property is prohibited. The storing of a junk automobile or vehicles of whatever nature shall be strictly prohibited, and automobiles without current registration tags shall be considered junk storage. Any such vehicle stored or placed on the property for a period exceeding forty-eight (48) hours may be towed away at the owner's expense without prior notice to the owner and with no liability on the part of the Association.

8. Color. Unit owners shall not paint, stain, or otherwise change the color of an exterior portion of any of the buildings.

9. Maintenance. Each unit owner shall keep the unit and any associated balcony, patio, or terrace in a good state of preservation and cleanliness.

10. Waste Disposal. All garbage, rubbish and debris shall be disposed of in appropriate containers and in designated areas. Except for these designated areas, the common areas and marina shall be kept free and clear of rubbish, debris and other unsightly materials. No garbage cans shall be placed in the halls or on the staircase landings, nor shall any rugs or mops be shaken or hung from or on any windows, doors, balconies, patios, or terraces.

11. Elevators. Elevators shall not be abused or overloaded. Padding must be installed while moving furniture or other objects which may damage the interior. No child under the age of ten shall occupy or operate any of the elevators unless in the company of, and under the supervision of, a responsible older person. Residents shall be financially responsible to the Board of Directors for any damage done by themselves, their guests, or delivery people serving them.

12. Approval. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

SCHEDULE B

SLIPS & SLIP ASSIGNMENTS

1. Marina Slips: Specifications. The Marina consists of floating docks. A slip is defined as a designated space in the Marina for docking a boat. The types of slips are defined and described by their lineal dimensions:

<u>Type of Slip</u>	<u>Number in Marina</u>
37'	15
50'	6
326' east-west pier	9

Total slips provided: 30

Each owner is guaranteed a space, but not a specific, assigned space. The only guarantee is that a slip, 37' long with a 7' depth, will be provided. The Marina Committee will, within the limits imposed by the physical characteristics of the Marina, endeavor to, but is not required to, provide slips in excess of the minimum guarantee for all owners.

2. Slip Assignment. Each year owners will be sent slip application forms no later than January 15, which must be returned by March 1. Slip assignments will be made from the forms returned, with consideration given to the prior year's slip assignment. A priority of slip assignment for the prior year's slip location shall be given to each owner whose prior year's slip requirement was for a slip larger than the minimum 37' slip size and whose actual requirement for slip size and location remains the same. This priority is personal to the owner and may not be assigned, leased, or alienated in any way. The Marina Committee shall have unfettered discretion to assign and reassign slips as necessary to accommodate all unit owners.

SCHEDULE C

MARINA RULES

GUESTS Guests and their boats (not to exceed 37 feet LOA) are welcome to stay overnight if a slip is available. To obtain a slip, register the guest boat at least one week in advance with the Chair of the Marina Committee or designee. Unregistered visitors will be asked to leave. Guest boats may stay a maximum of 3 nights per month, if space is available. Professional crews and charter boats are not considered guests and are not entitled to guest privileges.

BOATS The purpose of the marina is to provide dockage for pleasure boats. Commercial activity may not be conducted by boats using the marina. Boats must be registered or documented, identified, marked, equipped, operated, and maintained by law and standard practices.

The security and safety of any boat or equipment shall be the sole responsibility of the owner. The Association does not assume any responsibility for notification of impending disasters, such as hurricanes, or for the protection of boats or damage to boats. Marina personnel have the right to modify lines and/or move boats in order to maintain marina safety and security.

Tenders on davits, boarding ladders, steps, extreme overhangs, bow or stern pulpits, spars, etc., shall be secured in such a way so that no appurtenance shall create a hazard or block free and safe passage along any float, walkway, or waterway.

Tenders, skiffs, dinghies, and other small boats shall be stored aboard boats or placed at the direction of the Marina Committee. All such boats shall carry identification numbers and/or names.

INSURANCE A certificate of insurance must be provided to the Marina Committee. Such insurance shall offer minimum liability coverage of \$300,000 for boats under 50 feet and \$500,000 for boats over 50 feet.

SLIPS Boats shall be secured in their assigned slip. Slip assignment is non-transferable. The Marina Committee has the right to change slip assignments during the course of any season and from season to season, in its sole discretion, as may be necessary to accommodate the reasonable requirements of any and all owners.

Each owner is guaranteed a space, but not a specific, assigned space. The only guarantee is that a slip, 37' long with a 7' depth, will be provided. The Marina Committee will, within the limitations imposed by the physical characteristics of the marina, endeavor to, but is not required to, provide slips in excess of the minimal guarantee for all owners. A priority of slip assignment for the prior year's slip location shall be given to each owner whose prior year's slip requirement was for a slip larger than the minimum 37' slip size and whose actual requirement for slip size and location remain the same. This priority is personal to the owner and may not be assigned, leased, or alienated in any way. The Marina Committee shall have unfettered discretion to assign and reassign slips as necessary to accommodate all unit owners.

Each year owners will be sent slip application forms by the 15th of January, which must be returned by March 1. Slip assignments will be made from the forms returned, with consideration given to the prior year's slip assignment.

DOCKS Owners or tenants shall not construct or place any lockers, chests, cabinets, or containers on any docks without written approval of the Marina Committee.

UTILITIES Each slip will provide cold water and electricity. Everyone will be billed for water. Electricity will be charged to boat owners needing power.

FUELS & FIRES No fuels or other combustibles shall be stored or sold in or about the marina or condominium property. No open fire or flame shall be permitted at any time within the marina or on a boat within the marina.

LOCKER Each slip has an assigned indoor locker in the marina office. These lockers are for storing equipment such as sails, cushions, fenders, oars, clothing, etc. No fuels or other combustibles shall be stored in lockers. Outboard engines are permitted after fuel tanks have been emptied.

FACILITIES Owners, guests, and all other persons using the marina shall use the marina's shore-side toilets and showers rather than such facilities on boats in the marina, unless such boats are equipped with holding tanks.

The marina patio, patio furniture, and park benches are reserved for the exclusive use of condominium residents and their guests.

Floats, storage areas, and all common areas of Coddington shall be kept neat and clean, and no personal property or gear shall be stored or placed other than designated areas.

No laundry, towels, rags, swimsuits, or other personal belongings shall be hung on any boat, float, walkway, or in any common areas of Coddington.

Swimming or water skiing is prohibited anywhere in the marina.

The cleaning of fish and the disposal of fish parts are prohibited within the marina.

All garbage and other refuse shall be placed in proper receptacles or the Dumpster. Oil, spirits, inflammables, waste oil, and out-dated flares shall not be deposited in refuse containers. Contact shall be made with local fire officials or Department of Environmental Management personnel for disposal.

**LIVING
ABOARD**

Living aboard boats in the marina, for longer than three consecutive days, must be approved in writing by the Marina Chair or designee.

PETS

Dogs or other pets in the marina should be on a leash or otherwise suitably confined or restrained. Dogs are not permitted to run free on docks or in marina area. Dogs needing exercising must be taken offsite.

SERVICES

An owner may contract for minor repairs and services as the boat may require for repairs and maintenance during the season. Such minor repairs and services may be performed at the marina.

COURTESY

No one using the marina shall create or cause any annoyance, nuisance, or hazard to others or to boats. Please keep noise to a minimum. Operate equipment, engines, TVs, radios, etc., so as not to create a nuisance or disturbance. Sailboat halyards must be tied away from masts at night. Noise created by late-night arrivals and departures of boats, particularly loud powerboats, should be kept to a minimum. Except for an emergency, no boats should leave or arrive at the docks between 11 P.M. and 7 A.M.

SAFETY

All children under the age of 8 years, or non-swimmers of any age, must wear a life jacket while on the docks. Children must not be allowed to run on the docks.

USAGE

Boats, their use, crews, and owners are subject to provisions of the Declaration, By-Laws, Rules and Regulations of Coddington Landing Condominium Association. Association fees must be current to use the marina. Violations of the Declaration, Bylaws, Rules and Regulations may result in suspension of marina privileges for 30 days or other sanctions.

SLIP
RENTING

Terms and conditions for leasing or assigning slips:

1. Lease or assignment may not be for less than 30 days.
2. Vessel occupying the assigned slip may not exceed 37' LOA.
3. Certificate of Insurance must be submitted to Marina Committee or designee.
4. Owner and renter must complete, sign, and submit to the Marina Committee the Association-approved "Lease Agreement for Docking Facilities." Renters must attend a meeting where the Marina Rules will be presented and explained. Renters must sign a statement declaring that they not only understand, but also agree to abide by them.
5. In case of rules violations, the Marina Committee will notify in writing the renter, with a copy to the owner, immediately. Renters may be given 10 days from the date of notice to comply with the rules and/or Condominium documents. After such warning, a repeat violation may result in eviction.
6. Slip renters and marina guests are not permitted to park in the Condominium lot, unless arrangements have been made for the use of an owner's parking space. If needed, the dock cart may be used for transporting equipment and other items to your boat.

SEASON

The Marina will be operating each year from May 15 to October 15, unless the season is lengthened or shortened by the Board. No one may use the marina except during the season