



Exhibit B

RHETT'S BLUFF RIVER LANDING AND EAGLE POINT
BOAT LAUNCH FACILITIES

RULES AND REGULATIONS

WHEREAS, Kiawah Island Community Association, Inc. ("KICA") is the owner of certain real property known as the Rhett's Bluff River Landing, located on Rhett's Bluff Road, and Eagle Point Launch located on Eagle Point Road in the Preserve, both located in the Town of Kiawah Island, Charleston County, South Carolina, (the "Property"), upon which Property KICA provides boat launch facilities, herein collectively referred to as the "Facilities"; and

WHEREAS, these facilities are intended for the use and enjoyment of Kiawah Island owners (as such term is defined in the KICA Covenants and hereafter referred to as "members"); and WHEREAS, in order to (i) provide for and promote the preservation and conservation of wetlands, wildlife, game and migratory birds, (ii) maintain, enhance and accentuate the value and tranquility of neighboring properties; (iii) protect the natural and scenic resources; and (iv) ensure safe use and enjoyment of the Facilities, KICA has established the following Rules and Regulations for the operation and maintenance of the Facilities, to-wit:

1. The Property and Facilities shall be for the use of KICA members in good standing, KRA as reserved by legal instrument, and their respective (accompanied) guests and invitees.
2. No campers or other habitable motor vehicles of any kind, nor large commercial vehicles (except "pick-up" trucks, sports/utility, and/or other types of small to mid-sized personal recreational vehicles used to pull small boat trailers) shall be allowed on the Property without the prior, written consent of KICA, its successors and/or assigns.
3. The KICA member (the licensee) who arranged for use of the Property and Facility shall be responsible for his/her guests. That member shall be responsible for keeping the Property clean, tidy, and free of trash, rubbish, and debris. All trash, rubbish, garbage, or other waste shall be carried off the Property and properly disposed of in sanitary containers. Licensees of the Pavilion must clean the Pavilion (including the fireplace, if used), both before and after each usage. Water sources shall be turned off after each use.
4. The Property and Facilities shall not generally be used for commercial activities, excluding such activities for which rights have been reserved by the Developer at the time of conveyance or have the express prior written consent of the KICA chief operating officer (COO). Commercial functions and activities shall be defined as those that generate direct or indirect revenue for the member or organization sponsoring the event. This clause is intended to prohibit use by a sponsor's customers as opposed to member's personal guests.
5. No alterations or attachments shall be made to any building, dock, pier, landscaping or other structure on the Property.
6. No KICA member or organization shall use the Property or Facilities more than four times per calendar year without the express prior written consent of the KICA COO. (Exception: This limitation does not apply to the boat launch areas, which may be used an unlimited number of times for personal boats after the appropriate fees are paid, nor to the reserved Developer rights).
7. Noise levels must be kept at a minimum at all times so as to cause no disruption to neighboring members. This applies to forms of entertainment including bands and musicians. The hours of operation are sunrise to sunset absent the prior, written consent of the KICA chief operating officer (COO).
8. Parking of vehicles and/or boat trailers is allowed only within the designated parking areas. Parking on the grass, street, and/or road shoulders is not permitted without the prior, written consent of the KICA COO. No

parking shall be permitted at the Landing/Launch between sunset and sunrise, absent the prior, written consent of the KICA COO.

9. Overnight docking of boats is not permitted, except in special circumstances, such as an emergency, without the approval of the KICA COO and/or KICA Security.
10. Crab pots/traps may not be left overnight.
11. Boats must be launched from the existing dock/boat launch facilities only.
12. All boats and trailers under lease for use of the Rhett's Bluff River Landing and/or launch must bear, in plain view, paid decals as provided by KICA at the time the contract is signed, on the boat and on the trailer.
13. Boat storage may be available for rent for a fee from Kiawah Resort Associates (KRA, the developer), subject to KRA availability and regulations, including a potential requirement for a separate decal(s).
14. Boats including trailers are limited to 30 feet in length and 12 feet in width. Boats launched from Eagle Point Launch may not exceed 18 feet in length.
15. Swimming is not permitted from the docks, in the Landing area, or in Bass Pond. No lifeguards or other recreational safety personnel are provided by KICA. Boating and other recreational activities are at the members' or authorized users' risk.
16. Jet Skis, WaveRunners, or similar watercrafts are not permitted.
17. All South Carolina maritime laws must be observed.
18. The Landing, Launch, and docks are no wake zones. Boats pulling rafts are not permitted near the dock, as these cause significant wake.
19. Injury to natural resources and wildlife is strictly prohibited.
20. Children under the age of 12 must be accompanied by an adult. Parents must remain with children at all times.
21. Pets must always be on a leash. Any pet waste must be removed by the Licensee.
22. Members and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
23. Environmental issues, including fuel and oil spills, overboard waste, and other contamination are the responsibility of the member or guest boater to mitigate, including the costs of cleanup, remediation, etc.
24. Any member or guest who causes harm or damage to the Rhett's Bluff Property, Facilities, and/or the marshland critical areas shall be responsible for the full and complete costs or repair and remediation.
25. These Rules and Regulations have been promulgated by KICA, and are enforceable by KICA, its successors and/or assigns. The KICA COO shall have full discretion as to the interpretation of these Rules and Regulations. Failure to enforce these Rules and Regulations in whole or in part, shall in no event be deemed a waiver or estoppel of the right to do so thereafter. Any person who is found by KICA or other appropriate authorities to have breached these Rules and Regulations is responsible for all damages and restitution that flow from the breach or wrong, and is liable for all costs, including attorneys' fees, associated with any action taken to enforce the Rules and Regulations or compliance therewith, any action to seek damages for repair or remediation of the Property, Facilities, or critical areas, and/or any action to seek equitable relief concerning the Property, Facilities, or critical areas.
26. KICA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.