

JUPITER YACHT CLUB MARINA, A CONDOMINIUM RULES AND REGULATIONS

These Rules and Regulations (the "Rules and Regulations") have been adopted by the Board of Directors of Jupiter Yacht Club Marina Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"). These Rules and Regulations are designed to maintain an enjoyable and safe yachting experience for all persons using Jupiter Yacht Club Marina, a Condominium (the "Marina"). All capitalized terms which are not defined in these Rules and Regulations shall have the respective definitions ascribed to such terms in the Declaration of Condominium for Jupiter Yacht Club Marina, a Condominium. Notwithstanding the right of the Association to enforce these Rules and Regulations, the Association shall not be liable to any Owner or other person or entity for any damage to persons or property caused by a Slip Owner's failure to comply with these Rules and Regulations.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO AMEND OR MODIFY THESE RULES AND REGULATIONS WHEN NECESSARY OR DESIRABLE AND WILL NOTIFY THE MEMBERS OF ANY CHANGE. NOTICE MAY BE POSTED AT THE DOCKMASTER FACILITIES.

GENERAL

1. The Dockmaster's office is located at the N. W. corner of the Mariner building at Jupiter Yacht Club. The address is; JYC Marina, 400 So. U.S. Hwy. 1., Ste. 5, Jupiter, FL 33477. The telephone number is 561-741-3407. The Dockmaster's office is staffed from 8:00 a.m. to 5:00 p.m. daily. Hours are subject to change from time to time.
2. Except as permitted by the Association, no commercial advertisements shall be posted or circulated at the Marina nor shall business of any kind be solicited or transacted at the Marina. No drilling, mining, manufacturing, charter or commercial fishing operations, or tour guide boat operations, shall be conducted or carried on upon any Slip or any part thereof. Further, no trade, business, commerce, industry, profession, or other occupation whatsoever shall be conducted or carried on upon any Slip or any part thereof, except that: (i) a Slip Owner may lease such Slip Owner's Slip(s) in accordance with the terms of the Declaration; (ii) a Slip may be used for commercial activities conducted in the ordinary course of a yacht/boat brokerage business or similar enterprise and/or a scuba, snorkeling and/or marine education business or similar enterprise, provided that such business or enterprise is also being operated and conducted from retail or commercial space within Jupiter Yacht Club, and provided further that no more than ten (10) Slips are used by such business or enterprise for such purpose; and/or (iii) a Slip may be used for the purpose of a sale of the Vessel owned by such Slip Owner or such Slip Owner's lessee and moored in the Slip, provided that no vessel sales office shall be permitted on or within a Slip.
3. Members and their guests should not request special personal services from the Marina staff, if any, who are on duty.
4. Pets or other animals are permitted at the Marina only when embarking on or disembarking from Vessels. Pets brought into the Marina shall be leashed (when not on a Vessel) and attended at all times. Pet owners are responsible for cleaning up after their pets. The Board of Directors shall have the right to order the removal of any pet that is considered a nuisance, in the Board's sole and absolute discretion. In such event, the Board or Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Marina.

5. It is unbecoming for any person using the Marina to abuse any of the Marina staff, verbally or otherwise. All Marina staff are under the ultimate supervision of the Dockmaster and no person shall reprimand or discipline any Marina staff or send any Marina staff off the premises of the Marina for any reason. Any Marina staff not rendering courteous and prompt service should be reported to the Dockmaster immediately.
6. Slip Owners shall be responsible for the conduct and actions of the captain, crew or agents employed by the Slip Owner for the operation and maintenance of such Slip Owner's Vessel.
7. Violation of any of these rules of conduct will be subject to disciplinary action by the Association pursuant to the provisions of the Declaration of Condominium, or the Bylaws, of Jupiter Yacht Club Marina, a Condominium, as amended from time to time.

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, including, without Vessels, dock boxes and the contents therein. The Association shall not be responsible for any loss or damage to Vessels or any other private property used or stored on the premises of the Marina, whether in dock boxes or elsewhere.
2. To the extent not prohibited by law, 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 or JYC Holdings, Inc., or its affiliates ("Developer") either on or off the premises of the Marina, shall do so at his or her own risk, and shall hold the Association and the Developer and their affiliates, partners, employees, officers, directors, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him, her or it, resulting therefrom and/or from any act or omission of the Association, the Developer or their affiliates, partners, employees, officers, directors, representatives or agents.
3. All Vessels moored at the Marina must have adequate property damage and liability insurance with amounts and types of coverage satisfactory to the Association. The Association shall be named as an additional insured on these policies and copies of all policies with evidence verifying current insurance coverage shall be delivered to the Association on an annual basis. In addition, the policies shall provide that the insurance company shall notify the Association at least thirty (30) days in advance of any cancellation or reduction in coverage.
4. In the event of an emergency during the Slip Owner's absence, the Association shall be authorized, but is not required, to make any reasonable and necessary repairs to a Vessel, the costs of which shall be charged to the Slip Owner.
5. In case of a fire, emergency or disaster, as determined by the Association, it is expected that the Slip Owner will make arrangements for safe storage, of the Vessel elsewhere. If the Vessel is unattended and the Slip Owner cannot be contacted, the Association shall be authorized to move the Vessel, at the Slip 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. The Slip Owner shall be solely responsible for any emergency measures.

CHILDREN

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

ATTIRE

Shirts and shoes are required on the Marina property.

VESSEL REGULATIONS

1. All Vessels docked at the Marina must be registered or documented in the name of the Slip Owner. A copy of the current Vessel registration or document must be submitted to the Association prior to occupancy of the Slip and from time to time thereafter upon renewal of such registration.
2. The Board of Directors reserves the right to approve all Vessels that are moored within the Property. The minimum standards for such approval shall be the compliance of the Vessel with the requirements of the Declaration and these Rules and Regulations, as amended from time to time. Prior to occupancy of the Slip by a Vessel, the Slip Owner shall make the Vessel available for inspection by the Dockmaster on the date and the time selected by the Dockmaster. Inspections shall be conducted at the Marina. The Dockmaster or other agent of the Association shall have the right to board and inspect any Vessel in the Marina to determine its seaworthiness, cleanliness, adequacy of its sanitary facilities, and compliance with all applicable city, county, state and Federal, fire, safety, other regulations and these Rules and Regulations. The Association shall give reasonable prior notice to the Slip Owner, provided, however, in the event of an emergency situation or the inability of the Association to contact the Slip Owner, the Association, and the Dockmaster and other agents of the Association shall retain the right to board and inspect the Vessel in accordance with this rule and the same shall not be considered a trespass. The approval of a Vessel is in the sole and absolute discretion of the Board of Directors. The granting of approval for a Vessel shall not, however, be deemed to create any liability of the Association or its directors, officers, representatives, employees, agents or members as to the unsafe or un-seaworthy condition of any vessel or any damage to person or property arising therefrom. The Association shall have the right (but shall not be required) to remove any Vessel from the Marina that fails to comply with these Rules and Regulations. Each Slip Owner agrees to indemnify and hold harmless the Company, its directors, officers, representatives, agents and employees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.
3. Vessels (including all platforms, box spirals and other protrusions) may not extend more than five (5) feet beyond the boundary length of the Slip into the waters of the Condominium Property. Notwithstanding the foregoing, to the extent permitted by applicable laws, rules, regulations, ordinances, the DEP permits and other applicable permits and approvals of governmental authorities, the Board of Directors, on a case by case basis upon written request by a Slip Owner, may allow a Vessel to extend more than five (5) feet beyond the boundary length of the Slip, but in no event more than seven (7) feet beyond the boundary length of the Slip, depending upon individual factors with regard to the applicable Slip and Slip Owner, including, without limitation, the location of the Slip in the Marina, the navigation of the

Marina and other boat handling considerations. The Board of Director's approval as to any Slip Owner's requested variance as to the length of a Vessel in the Marina shall not be deemed as the consent or approval of any other variance, whether or not requested, of the length of a Vessel within the Marina.

4. 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. In no event shall a Member or user of a slip discharge or permit to be discharged any sewage or any other substance (other than bilge water) into the waters of the Marina.

MARINA REGULATIONS AND USE RESTRICTIONS

1. All owners and occupants of Slips and operators of Vessels, and their respective tenants, guests and family members, shall at all times comply with the DEP Permits, as the same may be amended from time to time.
2. All operators of Vessels shall observe all posted signs, speed limited and other rules when in the waters of the Marina and the adjoining waters. Owners and operators of Vessels will be responsible for the safe speed and handling of the Vessels operating in the Marina. The Marina maintains a "no wake zone" which must be observed at all times.
3. Overnight stays are not permitted aboard any Vessel moored within the Marina except that, to the extent permitted by applicable laws, rules, regulations and ordinances, Slip Owners may stay aboard a Vessel the night immediately prior to embarking and the night immediately subsequent to disembarking the Vessel; provided, however, the Board of Directors, upon written request by the Slip Owner, may allow a Slip Owner to stay overnight for an additional period of time prior to embarking or subsequent to disembarking the Vessel, subject to applicable law. If any Vessel is being used for overnight stays in violation of this Rule, the Association and/or Jupiter Yacht Club Master Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Master Association") may, but shall not be obligated to, enter the Slip and remove the Vessel from the Marina, or cause the Vessel to be removed from the Marina by third parties, including, without limitation, law enforcement officers to the extent permitted by law, and any such removal of the Vessel shall not be deemed a trespass, conversion or otherwise a violation of criminal or civil law. The provisions of this Rule may not be deleted, amended or terminated without the prior written consent of the Master Association, which consent may be withheld in its sole and absolute discretion.
4. Each Member is solely responsible for the proper mooring of their Vessel and is required to maintain mooring lines in good condition and sufficient to secure their Vessel at all times. Any special mooring rules or procedures issued by the Dockmaster or dock attendant on duty shall be complied with at all times.
5. Boat lifts are not permitted at the Marina.
6. Slip Owners will not use, or permit the use of the Slips or any part thereof for any unlawful purpose or purposes prohibited by the Association and shall not do or permit any act or thing which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or otherwise cause damage to the Association or its members and surrounding property, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Marina. Slip Owners shall observe, at all times, all

laws, zoning ordinances and regulations of all governmental or quasi-governmental entities claiming jurisdiction over the Marina.

7. Generators shall not be operated between the hours of 8:00 p.m. and 8:00 a.m. Generators are only to be used in emergencies or when electricity is unavailable.
8. Open fires are not permitted on any portion of the Marina, except in any areas that may be approved for such use by the Association.
9. Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner at the Marina, except on Vessels or on those portions of the Marina property, if any, specifically designated for such use by the Association. When fish or other marine life are cleaned at the Marina, whether on a Vessel or on the Marina property, the Vessel or Marina property shall be left in a clean and sanitary condition.
10. The Association may permit police, U.S. Coast Guard and similar marine enforcement authorities to dock and moor boats and vessels on any portion(s) of the Marina, including unoccupied slips.
11. 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.
12. No Vessel shall be repaired at the Marina, except for minor maintenance, such as cleaning above the gunnel 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 Marina staff must be obtained in advance and scheduled during the hours of Marina operation.
13. Vessels operating during the nighttime shall be properly equipped with navigational lights.
14. Except for dock boxes permitted by the Association and maintained in compliance with the condominium documents (the "Permitted Dock Boxes"), nothing may be attached to any dock or piling without the prior written approval of the Association. No carpet shall be affixed to any dock areas other than doormat size foot wipers. The storage of supplies, accessories, dinghies, bicycles, grills, debris or any other, material on the docks, walkways and/or finger piers is strictly prohibited. Except for the Permitted Dock Boxes, no Slip Owner shall construct any lockers, chests, cabinets or similar structures on any dock.
15. No sign of any kind shall be displayed to the public view at the Marina without the prior written consent of the Association, except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft. No approval by the Association shall establish a precedent for subsequent similar requests.
16. 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 Permitted Dock Box or Vessel; provided however, that solvents and cleaning substances may be kept in Permitted Dock Boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.
17. No trucks, commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of any type, recreational vehicles, or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place at the Marina or at any parking areas made

available for Owners and users of the Marina, nor shall any boat or watercraft be stored or parked at the Marina or any parking areas available to Owners and users of the Marina. Vehicles violating this rule may be towed away, at the expense of the Member. Bicycles will be stored only in provided racks, if any.

18. No garbage, refuse, trash or rubbish shall be deposited except in trash receptacles.
19. No portion of the Marina, and no Vessel, shall be used for displaying or hanging laundry.
20. No recreational swimming shall be permitted within the waters of the Marina. Diving shall be permitted for the purpose of maintenance and repair of Vessels or of the Marina property.
21. No jet skis, wave runners or similar watercraft may be operated within the Marina.
22. No fuel trucks are permitted to enter the Marina at any time to fuel boats.
23. The pump-out system shall be available for use only by Slip Owners and their respective tenants during the hours of 8:00 a.m. to 5:00 p.m. daily. Hours are subject to change from time to time.
24. Each Slip Owner, and its tenants, agents and employees, shall use electricity only from the electric power pedestal assigned to such Slip Owner's Slip.
25. The sidewalks, walkways and like portions of the common Marina facilities are not exclusive to Slip Owners and shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Marina; nor shall any carts, tables, maritime equipment or any other objects be stored anywhere at the Marina, except in the Vessels, and in Permitted Dock Boxes, if any. Location of private gangways shall be determined by the Dockmaster. A single gangway may not block access to another Vessel or their portions of the Marina.