

# **RULES AND REGULATIONS**

**MARINA CLUB PV  
377 S. Roscoe Blvd.  
Ponte Vedra Beach, Florida**

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## **PREAMBLE**

These Rules and Regulations are established by the Club to protect the Club Facilities and the Club property and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these expectations, members and their guests are encouraged to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time and at any time.

## **SECTION I**

### **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club from time to time. Parts of the Club Facilities may be closed from time to time for scheduled maintenance and repairs. The Club reserves the right to close the restaurant and marina to hold promotional or special events.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
5. All food and beverages consumed at the Club Facilities must be furnished by the Club, or the Club's restaurant, except for food and beverages consumed on a boat or a dock to the extent permitted by the Club, or as otherwise permitted by the Club.
6. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the restaurant or other designated areas of the Club Facilities only with the permission of the Club.
7. Commercial advertisements shall not be posted or circulated in the Club Facilities nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
8. Members shall not use or permit the use of the roster or list of members of the Club for any purposes, including, without limitation, for any commercial purposes.
9. The Club Facilities shall not be used for functions or fund raising efforts for the benefit of a political cause or in connection with organized religious services, except as specifically approved in writing by the Club.
10. Members may not request special personal services from employees of the Club who are on duty or the personal use of the Club's property which is not ordinarily available for use by members.
11. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted at the Club Facilities, except on a boat or a dock or as otherwise permitted by the Club. At any time dogs or other pets are permitted on at the Club Facilities, they must be on a leash and comply with all applicable laws. Members are responsible for damage caused by an animal owned by the member or under the member's control or owned or under the control of any member's family member or guest. A member will remove any animal from the Club Facilities, or from any dock or boat, immediately upon the request of the Club. Failure to remove any animal from Club Facilities upon the request of the Club will result in the immediate suspension of such member.

12. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager.
13. Members and their family members and guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee. A member shall not request an employee of the Club to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
14. Self parking is permitted only in areas identified as such. No parking will be allowed on grassed areas. Any and all "No Parking" signs must be observed. Violators may be fined by the Club or towed at the owner's expense.
15. Smoking is permitted only in clearly designated areas. Cigar and pipe smoking is not permitted.
16. Absolutely no fireworks are permitted anywhere at the Club Facilities or on any boat docked at the Club Facilities or within 100 yards of the Club Facilities unless such fireworks are part of a fireworks exhibit organized and conducted by the Club.
17. No weapons of any kind are permitted at the Club Facilities at any time.
18. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
19. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation (or if a guest or family member, the member responsible for such guest or family member) to disciplinary action by the Club in accordance with these Rules and Regulations.
20. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.
21. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

#### **MEMBERSHIP CARDS**

1. The Club will issue a Membership Card to each member and the other members of his or her family who are eligible for membership privileges. Membership Cards will include the member's name, club account number and category of membership. Membership Cards will only be issued to members in good standing. Membership Cards will not be issued to children under the age of ten or over the age of twenty-three. Members and their families must have their Membership Cards with them at all times while using the Club Facilities. In order to protect members from improper charges, the Club may require Membership Cards, if issued, to be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of Membership Cards is required prior to placing any order on a member's account.
2. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are not transferable.
3. Membership Cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.
4. In the event of a lost or stolen Membership Card, the Club must be notified immediately. The member's account number will be canceled (*i.e.*, no additional charges may be made on such member's account number) and the Club may issue a new Membership Card and new membership account number. Until notification of Card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the member's account. A card replacement fee as determined by the Club may be charged for lost or stolen Membership Cards or in any situation where the member's account number is changed.
5. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club in order to use the Club Facilities.

## **MEMBER DUES AND CHARGES**

1. Each member's dues will be billed on an annual basis unless otherwise determined by the Club. The Club may provide a monthly payment option for dues in its discretion.
2. The member will be entitled to credit and charge privileges at the Club so long as his or her membership is in good standing. Cash payments will be permitted at the ship's store and at the restaurant.
3. All charges for purchases and services at the Club, other than those paid for in cash, shall be charged either to the member's Club account or credit card on file with the Club, as provided for in the member's Membership Agreement.
4. All food, beverage, merchandise and services of the Club charged to the member's Club account will be billed monthly and each member's Club account shall be due and payable upon receipt of the monthly statement.
5. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty days after the date of the monthly statement. Past due bills will accrue a one and one-half percent service charge per month from the date of the monthly statement until paid in full. Past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
6. If a member fails to pay any Club account within thirty days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of ninety days from the date a Club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.
7. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.
8. If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

## **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing, on a form provided by the Club, such member's mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.
2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

## **MEMBERSHIP CORRESPONDENCE**

1. Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Manager. Errors in billing charges must be addressed in writing and directed to the attention of the Club's Administration Office.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club may provide a variety of social and recreational events in which all members are encouraged to participate.
2. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation, providing the member's vessel(s) have been removed from the Club premises.
2. Notwithstanding any resignation, the member and the member's spouse shall remain liable for any amounts unpaid on the member's Club account.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failure to meet eligibility for membership, (ii) submitting false information on the application for membership, (iii) allowing his or her Membership Card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.
2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why such member should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, such member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.
3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. No member may on account of any restriction or suspension be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
4. Any membership which has been terminated hereunder shall be treated as a resigned membership and the member's membership deposit shall be returned to the member in the same manner as in the case of any other resigned membership.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property, including, without limitation, any vessel. The Club shall not be responsible for any loss or damage to any property, including, without limitation, any vessel, used or stored on the Club Facilities, whether in lockers or elsewhere. Any personal property, including, without limitation, any vessel, which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from any location in which it is placed or from the Club's Facilities any property belonging to the Club without proper written authorization of the Club. Each member of the Club shall be liable for any property damage caused by such member or any guest or family member of such member. The cost of such damage shall be charged to the responsible member's Club account.
3. Any member, family 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 Club, including without limitation, the use of hand carts and boat lifts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and such

member's family members and guests shall hold PMC Properties, Inc. (the "Company"), its affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Advisory Board or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

#### **RESERVATIONS AND CANCELLATIONS**

1. Reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations during normal business hours.
2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
3. No member or committee shall plan or set dates for special activities without prior written approval of the Club.
4. Cancellation of reservations without timely notice may result in the member being charged a cancellation fee.

#### **GRATUITIES**

1. For the convenience of all members, a service charge, as determined from time to time by the Club, may be added to all food and beverage sales.
2. It is customary for the Club to send a letter providing an opportunity for members to contribute to a Holiday Fund for all Club employees and a suggested contribution. Payment of such contribution will be voluntary and will be included on the contributing member's December bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

#### **CHILDREN**

1. Unless permitted by the Club, children under twelve years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Children under eighteen years of age are not allowed to use the Club Facilities after 10:00 p.m. unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when at the Club Facilities.

#### **ATTIRE**

1. Members are expected to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. Members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time.
2. Shirts and shoes must be worn at all times when in Club buildings. Shirts and shoes are not required while on a boat or a dock but are recommended for safety purposes.

#### **GUEST PRIVILEGES**

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. The Club reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities as a guest of a member during each membership year.
2. A particular individual using the Club Facilities as a guest of a member must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest.
3. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member.
4. Guest charges for any services will be charged against the sponsoring member's Club account or may be paid by the guest by cash or credit card.
5. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

## **SECTION II GENERAL MARINA RULES**

The following General Marina Rules apply to all members, lessees or other persons who use a dry or wet slip at the Club.

1. All persons who dock their vessels at the Club Facilities shall comply with all applicable navigational laws of the United States and the State of Florida, as well as local rules and regulations pertaining to the operation and maintenance of vessels.
2. All vessels desiring to dock or obtain services at the marina operated at the Club Facilities (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. The Club and the Dockmaster shall have the right, but shall not be required, to remove any vessel from the Marina which fails to comply with said rules. Vessels may only be moored in a designated mooring area. Mooring along any other dock, piling, or other vessel is strictly prohibited.
3. All vessels docked at the Marina on a long-term basis must be registered in the name of the member or slip licensee. 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 vessels must be covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). A current certificate evidencing the insurance must be on file with the Club at all times. Copies of all such policies must be submitted annually to the Dockmaster at the beginning of each membership year for each member.
5. No liveboards are permitted at any time.
6. Shirts and shoes must be worn on Club premises at all times and are recommended while on boats or on a dock for safety reasons.
7. All vessels berthed, moored, repaired, hauled-up, moved, dry stored, lifted, refloated and launched at the sole risk of the Member. Furthermore, it is understood and agreed by Member that no vessel is to be removed from the dry storage facility or moored at the dock unless and until all charges for the use of the dry storage, and any service related charges have been paid in full.
8. Fork lift services at the Marina will not be available before 7:00 a.m. nor after sunset.
9. Members, slip licensees and invitees shall adhere to all speed regulations when operating within the Marina 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 maritime operating procedures. **NO VESSELS SHALL BE OPERATED**

WITHIN 250 FEET OF 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.

10. 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 the safety and equipment standards adopted by the U.S. Coast Guard and other applicable governmental agencies. The Club shall have the right to inspect any vessel in the Marina to determine its seaworthiness, cleanliness, and compliance with all applicable city, county, state, and federal fire, safety and other laws and regulations, as well as these rules. No marina slip or dry storage 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 Regulations and with any other rules adopted by the Club from time to time.
11. 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.
12. All vessels moored in the marina, or dry stored at the dry storage facility, shall be maintained in seaworthy condition with due regard to fire and safety hazards and shall be responsible for pumping out their vessels when necessary. Vessels showing unusual leakage must be repaired or removed from the Marina. 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 member to remove the vessel from the Marina within twenty-four 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 may be removed by the Dockmaster at the member's sole cost and expense.
13. Boats may only be placed in the water, removed from the water, docked, moored or kept in those areas designated by the Club.
14. From time to time, the Club or the Dockmaster may require any vessel to relocate for purposes of maintenance or repairs to the Marina. 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.
15. 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.
16. All complaints, criticisms or suggestions of any kind relating to the operation of the marina must be in writing, signed and addressed to the Club Manager or Dockmaster. All service employees are under the ultimate supervision of the Club Manager or Dockmaster and no person shall reprimand or discipline any employee or send any employee off the marina property for any reason. Any employee not rendering prompt service should be reported to the Club Manager or Dockmaster.
17. The sidewalks, marina slips, docks, piers, catwalks, parking areas, entrances and like portions of the Marina 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 other objects be stored anywhere on or about the Marina for installation, except on vessels or properly enclosed in dock boxes. Hoses, mooring lines, and electrical lines shall not cross piers or walkways. The storage of fuel, oil or other petroleum products or paint thinner in dock boxes is strictly prohibited. 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 from the Marina.

18. The handling, storage, transportation and disposal of hazardous or toxic material's shall be prohibited within the marina; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a slip licensee in connection with the operation of the their vessel. The Club shall have the right to immediately remove, or cause the immediate removal of, any hazardous or toxic material within the Marina. Federal law requires the notification by each owner/captain of any spill to the Emergency Response Team at 1-800-424-8802.
19. 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 member or slip licensee. Failure to properly dispose of these items will be reported to the appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the member will be responsible for all clean-up costs and is subject to permanent removal of his or her vessel from the Marina. No person shall discharge sewage, waste water, fuel, oil, spirits, flammable liquids or oily bilge water into the Marina 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 marina slip, vessel or in the Marina or the Club. However, non-petroleum solvents and cleaning substances may be kept in dock boxes if stored in a safe manner and in accordance with all applicable fire codes and insurance requirements. Sewage spills must be reported to the Florida Department of Environmental Protection at (941) 332-6975.
20. All automobiles or similar vehicles must be parked in areas designated by the Club or the Dockmaster. Any person 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 parking area for more than ninety-six (96) hours. Only one car per marina slip will be permitted. Vessels leaving the Marina for any overnight or longer cruise shall notify the Club Manager's office or the Dockmaster, in advance of departure.
21. The Club reserves the right to sublet any dry storage space made available by the absence of the vessel normally assigned to such space.
22. Upon mooring a vessel along the dock, space must remain available to allow the vessel and adjacent vessels to maneuver into and away from the dock.
23. 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. Pull carts are not to be used for hauling raw trash, refuse or fish.
24. Noise shall be kept at a minimum at all times. Members, dry storage licensees, 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 at the Marina. Any such violation identified to the respective vessel shall be corrected immediately. Failure to comply can result in suspension of membership in the sole and absolute discretion of the Club.
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 the Club. No member shall permit lighting on or near his or her vessel which adversely affects the lighting scheme at the Marina, including tower lights, speaker lights and all decorative vessel lighting.
26. Any use of a generator at the Marina dock requires the prior approval of the Dockmaster.
27. No swimming or diving is permitted in areas of the Marina. Fishing will only be allowed in designated areas. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any vessel or dock on Club property except in an area specifically designated for such use by the Dockmaster.

28. Laundry shall not be hung or spread to dry or air in public view from any vessel or marina slip. Decks of all vessels docked at the marina shall be kept free and clear of all debris, bottles, papers, trash and unsightly material at all times.
29. Members 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 member's absence, the Dockmaster shall be authorized, but not obligated, to make any reasonable and necessary repairs. The cost of such repairs shall be charged to the member.
30. Pets shall be leashed and kept within the confines of the vessel and are only permitted if they do not disturb others - one (1) pet per vessel will be permitted. No pets are allowed at the Marina unless otherwise stated herein.
31. Children must be under the direct supervision and responsibility of their parents or legal guardians while at the Marina. Full compliance of these Rules and Regulations by children is required. All children under sixteen years of age must be accompanied by an adult at all times while at the Marina. 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.
32. Each vessel equipped with a marine sanitation device on board must be fully operational as 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 the vessel for compliance with this section. Each member shall be responsible for pumping out and discharging all sewage contained in such holding tanks into an approved sanitary sewer system/Pump-out Station, as often as necessary. In no event, whatsoever, may a member or slip licensee discharge sewage or any other foreign substance into the waters of the marina.
33. Violation of any of these Rules and Regulations, or any misconduct or immoral or offensive behavior by any member, licensee or their 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, 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. An order of the Dockmaster shall be deemed sufficient reason to deny future requests for dockage.
34. These Rules and Regulations shall neither apply to nor operate to interfere with any lawful development, construction, management, sales, resales, maintenance or repair activities of the Company or any of its or their successors or assigns. All of these Rules and Regulations shall apply to all persons on or about the marina facilities even if not specifically stated in portions hereof. The Club shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon written request, therefore, and good cause shown in the sole opinion of the Club.
35. No vessels may be cleaned or maintained in the marina unless environmentally approved solvents, additives or chemicals are used in such maintenance.
36. All persons using the marina facilities are responsible for the compliance of these Rules and Regulations by their crew, guests, children and their invitees.
37. All persons using the Marina or the channels adjacent to the Marina, assume all risk of injury, loss or damage to himself or herself, his guests, agents, employees and invitees and to his or her vessel or its appurtenances or contents, including any loss or damage arising out of or due to adverse weather conditions. This responsibility includes damage to other vessels and damage to the marina facilities, including but not limited to, its pilings, ladders, cleats, etc. Neither the Company nor the Club shall have any liability or responsibility therefor. The Club shall have the authority to impose a fine or penalty upon any member or slip licensee, his or her guests, agents, employees or invitees 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 person's vessel. Neither the Company nor the Club shall make any expressed or implied warranties or representations as to the condition of the docks, piers, gangways, wharves or ramps and shall undertake any duty to advise of any hazardous conditions requiring the attention of the member or licensee. Neither the Company 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 Company's or the Club's negligence. The Club shall not have any liability for the care or protection of any vessel, and each member and licensee agrees to indemnify and to hold harmless the Company and the Club against any such loss, damage or claim arising out of the member's or licensees' or their family members', guests', agents', employees' 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 Company's or the Club's negligence or from adverse weather conditions. The foregoing shall include the obligation to pay all attorney's fees and costs actually incurred by the Company or the Club in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom.

38. Advertising or soliciting shall not be permitted on or from any vessel moored at the marina, nor shall any "For Sale," "For Charter," "For Hire" or any other such signs be placed on any vessels any time without prior approval from the Dockmaster except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft. The Club employees are authorized to remove all signs in violation of this provision.
39. Strict compliance with manatee warning signs is required by members, licensees, operators and invitees.
40. 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.
41. No illegal activity or drugs or other contraband shall be conducted, used or stored on the premises of the Marina at any time.