

**EXHIBIT "E"**  
**OUTRIGGER HARBOUR YACHT CLUB**  
**RULES AND REGULATIONS**

The following are the Rules and Regulations for the Outrigger Harbour Yacht Club (the "**Rules and Regulations**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Covenants and Restrictions for the Outrigger harbor Yacht Club (the "**Declaration**"). The Declaration is incorporated by reference into these Rules and Regulations. In the event of any conflict between the Rules and Regulations and the Declaration, the Declaration shall control.

1. All persons who dock their Vessels at the Outrigger Harbour Yacht Club (the "**Marina**") 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 and these Rules and Regulations.
2. It is anticipated, but not guaranteed, that the Marina shall have a dock master (the "**Dock Master**"). If a Dock Master is retained, such Dock Master will be on site at the Marina ("**On-Site Hours**") for a minimum of three (3) hours per day, Monday through Friday; and eight (8) hours per day, Saturday and Sunday. The Dock Master shall, from time to time, post his or her specific On-Site Hours at the Dock Master's office. The Dock Master's hours are subject to change without notice.
3. All Vessels desiring to dock or obtain services at the Marina must register with the Dock Master. When a Vessel enters the Marina, it immediately comes under the jurisdiction of the Dock Master. The Association and the Dock Master shall have the right, but not the obligation, to remove any Vessel from the Marina that fails to comply with these Rules and Regulations. Vessels may only be moored in their designated Marina Slip, and mooring along any other Marina Slip or piling is strictly prohibited.
4. All Vessels docked at the Marina on a long-term basis must be registered in the name of the Marina Member. A copy of the Vessel's registration certificate must be submitted to the Association upon receipt of a Marina Slip Share Certificate. Corporate owned Vessels must submit corporate officer information, if required.
5. No Liveaboards are permitted at any time.
6. Shoes must be worn in the Marina at all times.
7. As a condition to Marina Member's use of the Marina Slip, Marina Member shall deliver to Developer, and after the Transfer Date to the Association ("**Marina Owner**"), evidence of there being in full force and effect liability insurance with respect to injury and damage to persons and property in amounts reasonably determined by Marina Owner. Such insurance shall be issued by an insurance company acceptable to Marina Owner. Marina Owner shall be named as additional insured. The insurance

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company shall furnish written evidence that the insurance shall not be terminated or modified in any manner except upon thirty (30) days prior written notice to Marina Owner. In the event that a Marina Member does not comply with the provisions of this Section 7, Marina Owner, if it is able to do so, may obtain such insurance and is authorized to impose Marina Dues upon Marina Member in the amount of the required premium, but if it is not able to obtain such insurance or elects not to do so, Marina Owner shall have the right to terminate the use of the Marina Slip, including, if necessary, the institution of legal action to enjoin such use. If Marina Owner does not obtain such insurance, it shall not be liable or responsible for any loss or damage suffered by a Marina Member or any other person, or damage to the Marina Slip, Vessel or Home, if any.

8. The Association reserves the right to designate and reserve certain portions of the Marina for similar Vessels; such as for sailboats, powerboats, or other similar Vessels.

9. Vessel movement is restricted to the hours between 6:00 a.m. and 12:00 midnight unless special arrangements are made and approved by the Dock Master.

10. Marina Members 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.

11. Only recreational Vessels, in good working condition, and under their own power and/or sail, shall be permitted in the Marina at any time. No commercial Vessels shall be permitted in the Marina at any time, except as may be permitted by law, and upon approval of the Dock Master. 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 Association shall have the right to inspect any boat in the Marina to determine its seaworthiness, cleanliness, and compliance with all applicable city, county, state, and federal environmental, fire, safety and other laws and regulations, as well as these Rules and Regulations. The Dock Master and/or Marina Owner shall have the right to demand removal of any unsightly Vessels or Vessels that are not in working order. No Marina Slip may be occupied by a Vessel until such Vessel has been approved by the Dock Master. The minimum standards for such approval shall be the receipt of a Marina Slip Share Certificate and the compliance of the Vessel with requirements of these Rules and Regulations and with any other rules adopted by Association from time to time.

12. Only one (1) boat may be moored in a Marina Slip; however, tenders and skiffs are also allowed, provided they are a normal complement of the Vessel's

equipment, can be hauled and stored rapidly, and are kept within the applicable Marina Slip.

13. In no event shall any appurtenance affixed to or a part of the Vessel, including without limitation, a diving platform or bowsprit, exceed the length of the Marina Member's Slip.

14. Marina 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 Association shall be complied with at all times. No person may install a boat lift for the dry storage of Vessels, nor shall dry storage of Vessels be permitted by any other means whatsoever, unless otherwise authorized by the Dock Master.

15. Marina Member may install a boatlift which shall meet the following requirements:

15.1. Size. Each lift may be as large as can be reasonably accommodated by the Marina Slip. No portion of the boatlift shall extend outside the perimeter of the Marina Slip. No portion of the Vessel shall extend outside the perimeter of any other Marina Slip. Each boatlift shall present a low profile, with the support pilings being driven in, and the boatlift will not extend more than forty-two inches (42") above the decking on the main walkway. No alteration of an existing dock structure or disturbance of an existing piling shall be permitted.

15.2. Material. The lifter beams and top rail beams shall be constructed of aluminum and shall be mounted on pilings to match the existing deck components. Cables and fittings shall be constructed of stainless steel. There shall be no top covering or roof over the boatlift. Wood or concrete pilings of sufficient size shall be used to support the lift.

15.3. Color. The lifter beam and top rail shall be unpainted aluminum to match the dock walkway. Top rails painted to match the motor housing shall be white. The bunk carpet shall be navy blue.

15.4. Type of Vessel. Only those Vessels defined as sailboats, outboards, express cruisers or open cockpit boats shall be approved for boatlift occupancy. Vessels that are classified as flying bridge boats shall not be approved for boatlift occupancy.

15.5. General Requirements. Circuit breakers, or other means, shall be used to electrically isolate the boatlifts from the docks. The cost of installing, maintaining and removing boatlifts and support pilings shall be borne by Marina Member. To ensure that the boatlifts are maintained in good condition, Marina Member shall schedule annual inspections and provide copies of the reports from such inspections to the Dock Master. Any required maintenance shall be performed within

thirty (30) days. If required work is not performed Dock Master shall have the right to schedule work at Marina Member's expense. All boatlift installations shall be coordinated through the Dock Master. Without limiting the foregoing, all boatlifts must be approved, in writing, in advance by all applicable governmental entities and agencies. All contractors installing lifts must be approved by the Association. The Association may require that all Marina Members use a single contractor selected by Association from time to time. All contractors shall be required to name Developer and the Association as an additional insured for all policies issued relating to any work contemplated herein.

16. In the event of adverse weather and/or hurricane conditions, each person shall be responsible for following all safety precautions that may be issued or recommended by the U.S. National Hurricane Center, U.S. National Weather Service, U.S. Coast Guard, Association or any other applicable agency. Each Marina Member shall also take all necessary precautions for the safety of their Vessels. Each Marina Member shall be solely responsible for any damage to his or her Vessel or the Marina Slip, pilings and hardware, as well as Vessels and property of other Marina Members. Marina Members may be required to relocate their Vessels in the Marina, if necessary, to avoid damage to the Vessel, Marina Slips, pilings or hardware or if directed by Association or the Dock Master. If so directed by Association or Dock Master, immediate compliance is required or the Dock Master will have the authority, but not the obligation, to implement any directives. While the Association or Dock Master may issue warnings from time to time, under no circumstances shall Association or Dock Master be held liable for failing to warn of hazardous weather conditions.

17. If a Marina Member plans to be absent during the hurricane season, such Marina Member must prepare the Marina Slip and secure or remove, as appropriate, the Vessel prior to departure in accordance with the standards established by applicable governmental agencies and/or the Association, designate a responsible firm or individual to care for the Marina Slip and Vessel should there be a hurricane or other storm, and furnish the Association and Dock Master with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to approval by Association. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Marina Member or other person or entity for any damage to persons or property caused by a Marina Member's failure to comply with such requirements. Further, each Marina Member acknowledges that even in the event that all Marina Members fully comply with the foregoing requirements, the risk of loss shall remain with each Marina Member and not with Marina Owner.

18. All Vessels moored in the Marina shall be maintained in seaworthy condition with due regard to fire and safety hazards. Vessels showing unusual leakage must be repaired and/or removed from the Marina. It is the responsibility of the Marina Member and/or owner of any Vessel showing unusual leakage to report the hazard immediately to the Dock Master. Should any Vessel sink in the Marina, it shall be the responsibility of the Marina Member to remove the Vessel from the Marina within

twenty-four (24) hours without cost, expense or damage to the Association. In the event such sunken Vessel is not removed as provided herein, the Vessel may be removed by the Dock Master at the Marina Member's sole cost and expense.

19. From time to time, the Association or Dock Master may require any Vessel to temporarily relocate for purposes of maintenance or repairs to the Marina facilities. Association will provide adequate facilities while repairs are in progress until such time as Association or the Dock Master 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 shall be at the sole discretion of the Dock Master.

20. The Dock Master is responsible for directing and supervising employees at the Marina. Employees of the Marina are not to perform or be requested to perform personal services for Marina Members. In the event any Marina employee does perform such service for a Marina Member, regardless of when they are performed, such employee shall be deemed to be outside the scope of the employee's employment by the Marina and the Association shall not be responsible in any manner for such employee's tortious acts, injuries and/or remuneration. The employee who performs such service is also subject to review for retention of his or her employment with the Marina.

21. All complaints, criticisms or suggestions of any kind relating to the operation of the Marina must be in writing, signed and addressed to the Dock Master. All service employees are under the ultimate supervision of the Dock Master 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 immediately reported to the Dock Master.

22. 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. The Dock Master shall enforce any such violations. Failure to immediately correct any such situation shall result in confiscation of equipment and may result in removal of the Vessel from the Marina.

23. The handling, storage, transportation and disposal of hazardous or toxic materials shall be strictly prohibited within the Marina; provided, however, that this shall not prohibit the proper handling, storage and transportation of fuel and oil in connection with the operation of the Marina Member's Vessel. The Association 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. Additionally, the

Marina Member shall be liable for any and all environmental contamination caused by any contaminants on the Marina Member's Vessel or brought on to the Marina property by the Marina Member, Marina Member's guests, and invitees.

24. 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 Marina Member. Failure to properly dispose of these items will be reported to the appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the Marina 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 Marina Slips, 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; 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 (407) 871-7662.

25. All automobiles or similar vehicles must be parked in areas designated by the Dock Master. Any person wishing to park a vehicle because of an extended cruise shall register the vehicle with the Dock Master prior to departing on the cruise; however, even if registered, the vehicle shall not remain in the Marina parking area for more than seventy-two (72) hours. Only one car per Marina Slip will be permitted. Vessels leaving the Marina for any overnight or longer cruise shall notify the Dock Master in advance of departure.

26. Upon mooring a Vessel along the breast dockage, a minimum of twenty (20) linear feet of the dockage must remain available to allow the Vessel to maneuver into and out of the Marina Slip.

27. Due to governmental restrictions, certain Marina Slips may be reserved due to depth limitations and/or power restrictions: All Vessel operators must contact the Dock Master prior to mooring in a particular Marina Slip.

28. No motorized vehicle, bicycle, skateboard, cart or other wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks, or bulkheads of the Marina unless specifically designed or designated for such use. Pull carts are not to be used for hauling raw trash, refuse or fish. Jet skis, windsurfers and wave runners are not allowed to be operated or sailed in the Marina.

29. Noise shall be kept at a minimum at all times. Marina Members, 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 in the Marina. Any such violation identified to the respective Vessel shall be corrected immediately. Failure to comply can result in suspension of rights under a Marina Slip Share Certificate.

30. 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 Marina. No Marina Member shall permit lighting on or near his or her Marina Slip or Vessel which adversely affects the lighting scheme at the Marina, including tower lights, speaker lights and all decorative Vessel lighting.

31. The Marina provides ample electrical current and no separate generator shall be used to provide electrical power to the Vessel while docked at the Marina. Electricity to the Marina Slips and all other utilities required by any Vessel may be billed separately to the Marina Member as determined by the Association. Any use of a generator at the Marina requires the prior written approval of the Dock Master.

32. No swimming or diving is permitted in the areas of the Marina. Fishing will only be allowed in designated areas. Except in an area specifically designated for such use by the Dock Master (which shall not be construed to imply that any such area is or has been designated), no fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any Vessel or Marina-Slip on Marina property.

33. 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.

34. Marina Members are requested to record with the Dock Master the current name(s), address(es) and telephone number(s) of person(s) to contact in the case of an emergency, in addition to the information provided to Association in the Vessel Information Form as promulgated by Association from time to time. In the event of an emergency during the Marina Member's absence, the Dock Master shall be authorized, but not obligated, to make any reasonable and necessary repairs. The cost of such repairs shall be charged to the Marina Member.

35. 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 near the Marina unless otherwise stated herein.

36. Children must be under the direct supervision and responsibility of their parents or legal guardians while within the Marina. Full compliance of these Rules and Regulations by children is required. All children under sixteen (16) years of age must be accompanied by an adult at all times when in the Marina. Applicable rules, regulations and recommendations promulgated by governmental agencies applicable to children, including, without limitation, those requiring the use of personal flotation devices, shall be complied with at all times.

37. Every 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 Dock Master shall have the right to board a Vessel, upon reasonable notice to the Marina Member, to inspect the Vessel for compliance with this Section. Each Marina Member shall be responsible for pumping out and discharging all sewage contained in such holding tanks into the on-site sanitary system/pump-out station, as often as necessary. In no event, whatsoever, may a Marina Member discharge sewage or any other foreign substance into the waters of the Marina.

38. All persons using the Marina facilities are responsible for the compliance of these Rules and Regulations by their crew, guests, children and invitees. Violation of any of these Rules and Regulations, or any misconduct or immoral or offensive behavior by any Marina Member, his or her guests or invitees, which might injure a person, cause damage to property, be considered in bad taste by the Dock Master or cause harm to the reputation of the Marina, and/or the Association, shall entitle the Association to exercise any remedy available at law or in equity and shall be a cause for suspension of rights under a Marina Slip Share Certificate, and/or immediate removal of the Vessel and the person(s) in question from the Marina.

39. 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 Association, its affiliates or any of their successors or assigns. All of the Rules and Regulations shall apply to all persons on or about the Marina property even if not specifically stated in portions hereof. The Association shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole opinion of the Association.

40. No Vessels may be cleaned or maintained in the Marina unless environmentally approved solvents, additives or chemicals are used in such maintenance.

41. All persons using the Marina or the channels adjacent to the Marina, assume all risks of injury, loss or damage to himself or herself, his or her 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 Slip or Marina property, including but not limited to, its pilings, ladders, cleats, etc. Neither the Association nor the Dock Master shall have any liability or responsibility therefor. The Association shall have the authority to impose a fine or penalty upon any Marina Member, 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.

42. Neither Association nor the Dock Master shall make any expressed or implied warranties or representations as to the condition of the Marina Slips, piers, gangways, wharfs or ramps and shall not undertake any duty to advise of any hazardous conditions requiring the attention of the Marina Member. Neither Association nor the Dock Master shall be liable for any injury to persons or property occurring at the Marina, or for any theft of, or from, any Vessel, regardless of whether or not the loss, damage or claim results from Association's or the Dock Master's negligence. Neither Association nor the Dock Master shall have any liability for the care or protection of any Vessel, and each Marina Member agrees to defend, indemnify and hold harmless the Dock Master, the Association, its respective directors, officers, employees, attorneys and agents from and against any such demand, loss, damage or claim arising out of the Marina Member's or the Marina Member's family members, guests, agents, employees or invitees, use of the Marina or the operation of a Vessel at or around the Marina, whether or not the liability, demand, loss, damage or claim results from either the Association's or the Dock Master's negligence or from adverse weather conditions. The foregoing shall include the obligation to pay all attorneys' fees and costs and paraprofessional fees and costs actually incurred by the Association or the Dock Master in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom.

43. 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 at any time except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft. The Marina employees are authorized to remove all signs in violation of this provision. Neither the Marina nor the Association shall be responsible for the removal of signs that are in violation of this provision.

44. Strict compliance with manatee warning signs, if any, is required by Marina Members, Vessel operators and invitees.

45. The Association and/or Dock Master 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 Association from time to time.

46. Marina Members who are sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Dock Master shall be authorized to tie off halyards and charge Marina Member a nominal fee as established by Association from time to time.

47. No illegal activity or drugs or other contraband shall be conducted, used or stored on the premises of the Marina at any time.

48. In the event a Dock Master has not been retained by Marina Owner, which

shall include those times when the Dock Master is temporarily unavailable due to such things as, without limitation, termination, suspension, illness, disability or death, all references in these Rules and Regulations to the "Dock Master" shall be deemed references to the designated representative(s) of Marina Owner.