

EXHIBIT A

MARINA RULES AND REGULATIONS OF MARINA SAN PABLO MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

Pursuant to the Declaration of Covenants and Restrictions for Marina San Pablo, a Condominium, as amended (the "Master Declaration"), the following Rules and Regulations ("Rules") have been adopted by the Board of Directors of the Marina San Pablo Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"). All undefined terms contained in these Rules shall have the same meanings as such terms are defined by the Declaration.

1. Purpose and Scope. These Rules apply to the Marina at Marina San Pablo, a Condominium ("MSP"). For purposes of these Rules, the Marina shall include the body of water lying west of the eastern boundary of MSP and shall also include the entrance channel to MSP west of the outer navigation markers in the Intracoastal Water Way (the "Marina Waters"), the bulkheads encompassing the Marina Waters, the docks, dock fixtures, mooring slips, sidewalks and dock access ramps located on or adjacent to the Marina Waters, and the electrical, lighting, water supply, and other utility services installed on and/or associated with use of the docks, slips and access ramps (collectively, the "Marina Facilities").

The right of exclusive use of all Slips has been or will ultimately be assigned to Slip Owners by the Developer, its successors or assigns or the Master Association pursuant to individual Marina Slip Purchase and Sale Agreements ("Slip Purchase Agreements") with such Slip Owners.

The Master Association enacts these Rules in accordance with Section 4 of the Slip Purchase Agreements and Article X of the Declaration to govern the use of all Marina Facilities by Slip Owners, by the vessels moored in their Slips, by any person operating such vessels, by Slip Owners' guests, agents and service providers and by any other party entering the Marina Waters or using the Marina Facilities.

These Rules are promulgated to safeguard the property and personal interests of all Slip Owners and the property of the Master Association, including the Marina Facilities.

2. Applicable Law. Each Slip Owner shall ensure that any vessel entering the Marina Waters under the control of or at invitation of the Slip Owner is maintained and operated while on Marina Waters in conformance with these Rules, the Declaration and all applicable governmental laws and regulations including, but not limited to the Navigation Rules promulgated and administered by the United States Coast Guard. Slip Owners shall not commit or cause, or permit their guests, agents, approved tenants and service providers or any other party entering the Marina Waters or using the Marina Facilities with the permission of the Slip Owner to commit or cause any unlawful act or any violation of these Rules or the Declaration.

3. Vessel LOA. Unless granted an explicit variance by the Developer or Master Association, Slip Owners shall ensure that the length overall (“LOA”) of any vessel occupying their Slip is not greater than the length of the longer of the two finger piers defining the Slip, and shall also ensure that the vessel is moored in a manner that does not cause any portion of the vessel (or any auxiliary craft or other items stowed on the vessel) to extend into the navigable fairway in front of the Slip or overhang the dock. The Developer or Master Association shall have the right to grant variances to this provision whereby a limited portion of the vessel may extend into the fairway in front of the Slip in instances where this does not impede the safe navigation of other vessels.

No auxiliary craft such as jet skis, wave runners, wind surfers or the like may be stored within the Marina Facilities other than physically on or in a primary vessel occupying a Slip. No such auxiliary craft may be operated on Marina Waters except for ingress and egress.

4. Vessel Mooring. Slip Owners shall ensure that all vessels occupying a Slip are securely moored at all times with sufficient commercially manufactured lines and fenders of good condition to protect both the vessel, other vessels in close proximity and the Marina Facilities in all foreseeable weather conditions. During the severe storm portion of the year (June through November) Slip Owners shall make every reasonable effort in the event of a named storm warning to secure the vessel and all items on or associated with the vessel during severe storm conditions. Slip Owners shall also make arrangements with third parties to take such additional precautions on their behalf in the event of a named storm warning should they for any reason be unable to personally do so. Slip Owners shall also provide the Master Association up to date contact information including telephone number(s), email addresses and mailing addresses to enable the Master Association or its agents to contact Slip Owners and/or their designated back-up contacts in the event of a perceived lack of vessel readiness for severe storm conditions or any other emergency.

Slip Owners shall ensure that electrical power cords and water hoses are routed from utility pedestals to vessels in a tidy and orderly manner that does not impede or cause a risk of injury to foot traffic on the docks.

5. Vessel Insurance. Slip Owners shall not cause or permit any uninsured vessels to enter the Marina Waters or use any Slip Owner’s Slip. All vessels moored within the Marina shall have a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) general liability insurance coverage. At least ten (10) days prior to mooring any vessel within a Slip, Slip Owners shall provide the Master Association with a copy of the vessel’s insurance certificate naming the Master Association as an additional insured under such marine insurance. Further, the insurance policy shall require the insurance provider to notify the Master Association at least fifteen (15) days in advance of any cancellation or reduction in coverage under the insurance policy. Third party Invitees are responsible for providing a copy of the vessel’s insurance however; they need not list the Master Association as additional insured.

6. Vessel Operation. All Slip Owners shall ensure that any vessel entering the Marina Waters at a Slip Owner’s invitation or under a Slip Owner’s control makes way on Marina Waters only at an idle/no wake speed, in conformance with the Navigation Rules.

Slip Owners may allow third party invitees to use such Slip Owner's Slip for a period of up to 72 hours. Such third party invitees shall be subject to these Rules and the Declaration during the invitee's use of the Slip.

7. Vessel Maintenance and Repairs. Slip Owners shall ensure that any vessels entering the Marina Waters under the control of or at the invitation of the Slip Owner are kept in good seaworthy condition and clean and orderly appearance consistent with MSP's image as a first class residential and yachting complex. Use of divers to clean hulls below the waterline and boat wash down and detailing above the waterline are permitted and encouraged. Care must be taken in all other maintenance and repair activities to avoid any material other than clean water entering the Marina Waters.

Major repairs involving (a) more than one day's work to complete or (b) disassembly of large sections of a vessel's inner hull or structural members or propulsion equipment, shall not be undertaken at the Marina. Providers of maintenance and repair services shall be required to maintain customary insurance coverage and in the event of an unknown service provider such party may be asked by the Master Association to provide proof of such insurance or to cease work.

Other than in emergency circumstances, maintenance and repair activities may be performed by Slip Owners or their service providers only between 8:00 a.m. and 6:00 p.m. Monday through Saturday.

8. Live Aboard. Slip Owners and their guests may reside on a vessel moored in a Slip for a period not exceeding four (4) consecutive nights and not exceeding eight (8) nights total in any thirty (30) day period. No permanent live aboard arrangements are permissible.

9. Vessel Fuelling. Fuel may not be delivered or transferred to any vessel or auxiliary craft in any manner while on Marina Waters.

10. Fires. No fires other than those involving cooking devices with CE or UL approval for use on marine vessels are permitted on the Marina Facilities or on any vessel while on Marina Waters.

11. Marina Facilities. Small mechanical fasteners (stainless steel screws) may be used to secure boarding steps to the perimeter wood framing of finger piers to prevent damage to vessels or the Marina Facilities in high wind conditions. Slip Owners may not otherwise alter any of the Marina Facilities in any manner without the prior written permission of the Master Association.

12. Emergency Response. Slip Owners shall provide an executed Emergency Response Authorization to the Master Association prescribing who, in the Slip Owner's absence, has authority to board the vessel in his Slip in the event of an emergency involving fire, imminent risk of vessel sinking, imminent risk of unsecured items damaging the vessel or neighboring vessels in high wind conditions or imminent failure of a vessel's mooring lines or fenders and, in the event of such designated person(s) non availability, authorizing the Master

Association or its agents to take all reasonable action to mitigate the risk to the Slip Owner's vessel, other vessels and the Marina Facilities. Prompt settlement of all expense of any such mitigation actions will be the responsibility of the Slip Owner.

13. Damage to Other Vessels or Marina Facilities. Slip Owners shall ensure that any damage to Marina Facilities or to vessels owned by parties other than the Slip Owner, or any injury to any person, which is caused by the Slip Owner, his vessel or his guests, agents or service providers is promptly reported to the owner of the vessel sustaining damage (if applicable) and to the Master Association.

14. Conduct. Slip Owners shall ensure that they themselves and all other persons entering the Marina Facilities at their invitation or with their permission conduct themselves in a lawful, respectful and cooperative manner consistent with the best yachting traditions and MSP's image as a first class residential and yachting complex. Disorderly or impolite conduct, disruptive levels of noise, hanging of laundry on vessels, refuse accumulation on boats or docks, cluttering of finger piers or docks with personal property or conveyance devices, uncontrolled pets, emptying of portable toilets in restrooms and unsupervised children under 16 years of age are not permitted anywhere on the Marina Facilities or Marina Waters.

15. Prohibited Activities. Swimming, diving, fish cleaning, discharging of fireworks, discharging of firearms, running, skateboarding, roller skating, bicycle riding, use of motor cycles or mopeds, climbing over bulkheads, display of any kind of signage and/or conduct of any form of commercial business is prohibited on the Marina Facilities and the Marina Waters. This prohibition is not intended to prevent maintenance and repair activities permitted under Section 8 above or yacht brokers entering the Marina Facilities with Slip Owners' permission in connection with the marketing and sale of vessels owned by individual Slip Owners and moored in Slips.

16. Violations of Rules and Regulations. Any Slip Owner or Condominium Owner may at any time register a complaint regarding the conduct of any other Slip Owner, the condition or operation of any vessel, the condition of the Marina Facilities or the conduct of the Master Association or any of its employees or agents. In the event of any such complaint the Master Association will promptly investigate the matter and advise the person lodging the complaint of the actual or proposed resolution. The Master Association may likewise at any time advise any Slip Owner(s) of its complaint of violation of the Rules or the Declaration and its request for prompt resolution thereof.

17. Remedies. Every Condominium Owner, Slip Owner, their guests or tenants shall comply with these Marina Rules as set forth herein and as they may be subsequently amended and the provisions of the Declaration, as amended from time to time. The Master Association may impose any remedies provided under the Declaration (including, but not limited to, fines and suspension of a Slip Owner's right to use the Marina and his or her Slip) for failure to comply with these Rules and the provisions of the Declaration.

18. Conflict Resolution. In the event of any claimed violation of these Rules & Regulations the Master Association will attempt to arrange a voluntary, non binding meeting

between the Slip Owner (s) claimed to be responsible for the violation and three (3) Slip Owners not involved in the conflict to discuss the issue and attempt to reach a mutually agreeable resolution. This provision will not limit the remedies available to the Master Association in the event of no resolution being reached.

19. Amendment. These Rules have been established by the Board of Directors of the Master Association. They may be amended from time to time when considered necessary by the Board.