

III. MARINA'S RULES AND REGULATIONS

UPDATED November 2023

In an effort to provide an inviting atmosphere for vessel owners at The Harborage at Ashley Marina the following rules and regulations are provided for your protection. Your cooperation in observing these rules will be appreciated.

1. CONDUCT: Owners/Tenants shall be responsible for the conduct and actions of the captain, crew and agents employed by the owner/tenant for the operation and maintenance of the owner's vessel, as well as for the conduct and actions of owner's/tenants guests, invitees, and lessees, and may be removed from the Marina for any violations of the Master Deed or these Rules and Regulations. An owner/tenant will file with the Association such information on any crew members attending to the vessels, as the Association shall deem necessary.

2. USE AND OCCUPANCY OF THE BOAT SLIPS. Except as may be provided elsewhere in the Master Deed, each limited common element boat slip shall be used only for the mooring or storage of one vessel in seaworthy condition and under its own power. Whenever any limited common element boat slip is owned by a non-natural person such as, but not limited to, a corporation, partnership or other entity the agent of such entity shall designate a specific family or individual who shall be entitled to occupy the boat slip. The adult members of the family designated by the entity to occupy the boat slip shall, by virtue of such occupancy, be deemed to have entered into a covenant in favor of the Association agreeing to comply with the terms and provisions of the Master Deed, the Articles of Incorporation, Bylaws and these Rules and Regulations. No persons, other than the owner (or the designated family or individual of an entity-owner), or an authorized lessee, shall be entitled to occupy a boat slip.

3. VESSEL REQUIREMENTS. All vessels shall: (i) be fully equipped and operable for operation on the sea in accordance with the standards imposed by the U.S. Coast Guard (except during a period of temporary repairs); and (ii) comply with all licensing and registration requirements. Each vessel (including tenders, dinghies and personal watercraft) shall be registered with the Association on a fully completed form provided by the Association prior to moorage. All vessels shall present to the Association Manager, proof of insurance meeting association requirements and association supplied lease. All accepted forms are available on the Regime web site (myashleymarina.com) or at the Regime/HOA office during normal hours of operation. No other leases or information forms will be accepted. Failure to comply will result in fines and or fees being added to the Slip owner of the occupied slip. Fees will be assessed for each infraction in the amount of but not limited to \$100.00 per each 30-day period of violation after written notice of 15 days to comply. Boat Lifts are not permitted in the Marina. Only approved jet docks are allowed in permitted slips.

4. VESSEL CONDITION: All vessels must be maintained in working order and in good operational condition. Vessels shall be kept clean and sightly. The Association Manager shall have the right to have any un-kept, unsightly vessels repaired and/or cleaned (including corrosion), at the slip owner's expense.

5. MOORING AND STORAGE: Each vessel owner is solely responsible for the proper mooring of vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the vessel at all times. Any special mooring rules or procedures issued by the Association shall be complied with at all times. The size and dimensions of a limited common element boat slip does not represent that a vessel of that size can be moored or stored in the boat slip due to the presence of common elements, depth requirements and projections (including all bowsprits, booms, pulpits, and other projections and 11 overhangs). Vessels (including all bowsprits, booms, pulpits and other projections and overhangs) must be moored close to the dock consistent with good boating practice. Vessels (including all platforms, box spirals and other protrusions) may not extend beyond the boundaries of the limited common element boat slip into the waters or common elements of the Marina, except as approved in writing prior to moorage.

6. EMERGENCY: The dock layout with boat slip numbers is filed with the fire department and 9-1-1. For your safety, please make sure the Association Marina Manager's Office has emergency contact telephone numbers for you. Only vessels, in good and seaworthy condition and under their own power, may enter a boat slip space. In the event that an emergency occurs during an owner's absence, the Association is authorized, but is not obligated, to make necessary repairs as economically as possible. Association charges incurred will be charged to the vessel owner and to the limited common element boat slip owner, if different, who shall be jointly and severally liable. The Association shall have the sole discretion as to whether any casualty repairs shall be made. The Association will make reasonable attempts to contact the owner after any casualty and prior to commencing repair. The owner agrees that in case of emergency, Association may move a vessel from the then occupied boat slip space to another.

7. HURRICANE AND HIGH WIND THREAT. During hurricane and other high velocity wind threats, each owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If a vessel sinks as a result of a storm, or for any other reason, the owner must remove the sunken vessel from the Marina immediately after the occurrence of such event; and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken vessel and impose a Special Assessment against the locker unit owner and his appurtenant limited common element boat slip for the cost of such removal. Each owner agrees to indemnify, defend, hold harmless and save the Association, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights

hereunder. If a vessel owner plans to be absent during the hurricane season, the owner must prepare the vessel owner's boat slip and secure or remove, as appropriate, his vessel prior to his departure in accordance with the standards established by the Association (or in the absence thereof, with all due care), designate a responsible firm or individual to care for his vessel and occupied boat slip should there be a hurricane or other storm, and furnish the Association with the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The owner of the locker unit and appurtenant limited common element boat slip shall be liable for all damages caused to the Marina and to the Marina's dock facilities, vessels and other property of other owners for improper preparation or failure to remove, as the case may be, of a boat slip and vessel due to hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the Master Deed if any owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any owner or other person or entity for any damage to persons or property caused by another owner's failure to comply with such requirements.

8. SIGNS: Only standard, pre-approved "For Sale" signs may be placed on a vessel. No other signs may be placed on a vessel and absolutely no signs shall be placed on docks, finger piers or boat slips. The Association may remove any non-approved sign from a vessel or boat slip without notice to the owner and such removal will not constitute a trespass. Similarly, an owner may not affix or attach screws, nails, bolts, or other attachments to docks to hold any articles, fixtures, or equipment without prior written permission of the Association.

9. CHILDREN: Children under the age of 14 must be accompanied by an adult at all times! Children's bicycles, scooters, skateboards, skating, etc. are prohibited on the Marina property.

10. PETS: Pets shall be leashed at all times within confines of the Marina and toileted on designated grassed area. All pet droppings must be picked up and properly disposed of in designated drop off locations (not in the water) and rinse pet urine completely off the dock area. Pets shall not be permitted to jump on or otherwise disturb any other owners and guests.

11. BIKES: No bikes or scooters are to be stored on the docks. They must be on the vessel or at the bike rack in the parking lot. Any bikes stored on the premises must be in working condition. Any bikes that are not in working condition will be removed from the Marina property.

12. NOISE: Noise shall be kept to a minimum at all times. Operations of engines, generators, radios/stereos and television shall not create a nuisance or disturbance. Per City Ordinance: "It shall be unlawful for any person, entity or establishment to play, operate or cause to be played or operated, any radio, amplified musical instrument including but not limited to brass or drum instruments or the amplified device or apparatus making or reproducing musical or other sounds

within a privately owned or controlled courtyard or outdoor area after 11:00 p.m. and before 7:00 a.m. in such a manner as to be audible in any public street or right-of-way. It shall be unlawful for any person, entity, or establishment to make, continue, or allow to be made or continued, any clamorous singing, yelling, shouting, whooping, bellowing, hollering, or other loud, obstreperous, wanton and unnecessary noises, or to make, continue, or allow to be made or continued, any loud gatherings, either in the day time or at night, which disturb the peace and quiet of the city, whether in the public street, on privately owned or controlled property, or within enclosures, public or private.” Police reports will be filed for any noise ordinance violation and carry a fine of \$500 assessed to the slip owner.

13. FREEZERS & REFRIGERATORS: The Association is not responsible for spoiled food in freezers or refrigerators for any reason at any time.

14. PARKING: One parking tag will be issued per locker unit. Cars parked in the Marina parking lot without tags may be towed or booted at the discretion of the Marina. Replacement tags are \$100 billed to the regime account or paid in full up front. The Association does not guarantee the availability of a parking space on the Marina property. Offsite parking is available at the City garage located on the other side of Lockwood Drive from the Marina. Parking of trailers, campers, or motor homes is prohibited unless prior approval has been obtained from the Association. Any car or truck parked longer than seven days must have an extended parking pass displayed in the windshield. These extended parking passes are for vehicles parked when the vehicle owner’s vessel is traveling for more than a 7 day period. Extended parking passes will be assigned at the Marina Management’s discretion. If the Marina Management concludes that the extended parking tag is being abused, or if tag is being used to park a vehicle for the purpose of storage. Marina Management has the authority to revoke the tag and remove the car or truck from the lot. To obtain an extended pass for parking while traveling with your vessel, contact our Marina Management Staff in the HOA office. Assigned parking tags are for use in conjunction with the corresponding slip and vessel. Tags used for any other purpose can be suspended and the offending vehicle booted or towed at the sole discretion of Association Management. No vehicle maintenance may take place in the parking lot at any time. Vehicles left unattended in need of repair may be towed at the discretion of Marina Management. The Association is not responsible for damages to vehicles in the parking lot. The Association shall have sole authority to designate and manage Marina property parking spaces. There are currently seventy total parking spaces. This includes two handicap parking spaces and eleven visitor parking spaces.

15. GARBAGE/RECYCLING: Refuse shall not be thrown overboard. Garbage and recycling shall be deposited in containers supplied for that purpose. Notify the Association's dock attendant if an item will not fit in a supplied container and he/she will assist in disposing of it. Dumpsters are for household garbage only. The Marina does not supply bulky waste removal and

must be disposed of offsite. The Marina offers waste oil disposal only and does not offer disposal of other hazardous waste or materials.

16. **OUTSIDE CONTRACTORS:** Outside contractors must check in with the Association office and provide proof of liability insurance. The Association is not responsible for work done by any outside contractor.

17. **SECURITY ISSUES:** Report any unusual activity to the Marina office during working hours 843-284-9942. Keep our Security Gate closed during evening hours for the security of all here at the Marina. Please contact Charleston City Police after hours 843-577-7434, 843-745-7200 or 911 in the event of an emergency.

18. **DOCK BOXES:** All dock boxes will be white fiberglass. Not to exceed any of the following dimensions - length 72", height 24", and width 24". All dock boxes and placement are to be approved before installation by the marina management.

19. **RESTROOMS/SHOWERS:** Smoking is not permitted in restrooms. Please do not leave personal items in the restrooms. No pets or wetsuits allowed in showers.

20. **REPAIRS ON DOCKS:** Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance allowed shall be at the sole discretion of the Association.

21. **STORAGE ON WALKSWAYS/ DOCKS / FINGER PIERS:** Owners and other boat slip users shall not store supplies, materials, hoses, tenders, dinghies, skiffs, accessories, or debris on walkway, docks or finger piers and shall not construct thereon any lockers, chests, cabinets, or similar structures. Bicycle storage racks are provided in the parking lot of the Marina. Those persons electing to take their bike to a vessel must store it on their vessel and, for safety reasons, never be locked to power pedestals, standing or laying on docks. Bicyclists riding on the docks must proceed at slower speeds yielding right of way to all persons on foot. Any items left on walkways, docks or finger piers may be removed and disposed of by the Association. Only dock boxes authorized by the Association's Manager may be placed on piers. Only hoses authorized by the Association's manager may be used (with the same being stored when not in use).

22. **LEASING:** Owners that self-lease their slips will need to utilize The Harborage at Ashley Marina Standard Lease when leasing their slip(s). This standard lease is effective immediately for all new leases, and, by January 1, 2023 ALL owners must have this standard lease in use for ALL self-leased slips. This standard 14 lease can be found on MyAshleyMarina.com. Leasing of limited common element boat slips is subject to the Master Deed and the approval of the Association as to the form and substance of a lease form to be utilized. Any limited common

element boat slip tenant shall be subject to the Master Deed, these Rules and Regulations and such other notices and directives as the Association may promulgate, from time to time. The Association shall have the right and power, but not the obligation, to move a vessel from its boat slip space in the event of an emergency.

23. ADVERTISING: Advertising or soliciting of sales or leases of the vessel, appurtenances, or property of any type shall not be permitted on any vessel or dock within the Marina. Neither the vessel nor Marina's address shall be used for business purposes unless the Association grants permission in writing.

24. COOKOUTS / GRILLS: Only gas grills shall be permitted on boats. No grills of any kind shall be permitted on the docks or the finger piers.

25. IMPROPER DISPLAYS: Clothing and towels shall not be hung on boats, docks, or finger piers in the Marina.

26. WATER: Dockside water is not permitted on or to be connected to an unattended vessel. Do not run dockside water through A/C units. Use of dockside water shall be at the user's sole risk. The Association has no responsibility for regulation of water pressure. Any boat attaching a dock hose should have a pressure regulator capable of preventing any over pressurizing of said water system.

27. FUEL: Do not leave the vessel unattended at the fuel dock. The vessel's captain is responsible for the selection and pumping of fuel. The SHM attendant may assist the captain. The vessel owner will be responsible for the costs of any fuel or oil cleanup related to discharge while at the fuel dock, in a slip, or otherwise. No gasoline, diesel, propane or flammable substance is to be left on the dock or in dockboxes.

28. WASHERS / DRYERS: Do not leave clothes in the laundry room. The Association is not responsible for clothes left unattended. Smoking is not permitted in the laundry room. Only clothing that is worn may be washed. No rags.

29. VESSEL DISCHARGE: The limited common element boat slip owner as well as the vessel owner, if different, will be jointly and severally responsible for the costs of any cleanup related to any discharge from the vessel. Sewage, oil, spirits, inflammable liquid or oily bilges may not be discharged into the Marina. It is against both State and Federal Laws to discharge raw, untreated sewage from any description of watercraft into the waters of South Carolina. Dockside pump-outs can be performed, by staff only, next to the diesel fueling area on T-dock. This is available 8a - 5:30p, daily, by calling 843 284-9942. A mobile pump-out boat is available, staff and weather permitting, on Thursday mornings by reservation only. Email

maintenance@MyAshleyMarina.com to schedule. Include name, contact #, vessel slip, vessel name, vessel length, tank size and permission to board vessels. This information is required for our CVA grant.

30. ELECTRICAL BOXES: Vessel owners should keep electrical boxes locked. Vessel owners are responsible for all electrical consumption at their own risk. Only marine grade shore-power cords shall be used. 15 Household extension cords are prohibited from being used for shore-power and battery charging. Cords under 30amp rating must include GFCI protection.

31. DAMAGE: Vessel owners will be responsible for any damage caused by their vessel, including but not limited to damage to other vessels and/or property damage.

32. EFFECTS OF WEATHER ON VESSEL: The Association is not responsible for any damage to a vessel caused by the weather. This includes, but is not limited to, hurricanes, tornadoes, freezes, rain, lightning, snow, flooding, high winds, etc.

33. DOCK CARTS: Please return dock carts to the fixed pierhead. Dock carts are not to be used by contractors or taken from the marina property (to nearby hotels). Dock carts are not to be used for the transport of oils or fuel and are to be returned clean.

34. FISH CLEANING TABLE: Please discard large fish into provided disposal cans. No fish remains should be thrown into Marina waters. Please clean the table after use.

35. SWIMMING: Swimming, diving, or fishing shall not be permitted from any dock, pier, vessel or any attachment thereto.

36. BAILMENT: There is no agreement to create a bailment of the vessel, nor does the Association intend to create a bailment of the vessel. It is the full responsibility of the vessel owner to make arrangements for the safety and protection of his vessel and appurtenances. The vessel owner and vessel will indemnify and hold harmless the Association from any costs, expenses, damages and claims due to any type of loss due to fire, theft, collision and/or sinking.

37. PERSONAL INJURY/PROPERTY DAMAGE: The Association shall not be liable for any personal injury or property damage to the vessel owner or to the vessel owner's agents, employees, relatives or guests, which may arise out of the use of the boat slip or walkways, docks, finger piers or any other property of the Marina. The vessel owner and vessel will indemnify and hold harmless the Association from any costs, expenses, damages, and claims due to personal injury, illness or death arising from the use of space or facilities, where such injury or damage is caused in any part regardless of how slight by the actions or omissions of the vessel owner, vessel owner's agents, employees, relatives or guests.

38. INSURANCE: The vessel owner agrees to maintain at all times a marine hull insurance policy of a “named perils” or “all risks” type for the value of the vessel and a third party liability policy of not less than \$500,000 and The Harborage At Ashley Marina shall be named as an additional insured, Pollution coverage shall be named on the policy. In the event said vessel shall be used for the purpose of living aboard, Association Manager will need to be supplied by the insurance carrier proof that Liveaboard are indeed covered by said policy. Vessels used for commercial purposes shall carry commercial insurance and include gangway and extensions coverage. Owner agrees to furnish the Association with a certificate of insurance coverage applicable to the license period. This coverage must at all times be current and in force. Any slip owner and or Tenant not complying with the above will be notified in writing of the requirement. After fifteen days (15) a fee of \$100.00 will be assessed to the owner of the slip. An additional \$100.00 will be assessed every 30 days thereafter. Any vessel in the process of eviction by slip 16 owner or its manager will not be subject to any assessment for failure to comply. Documents showing a legal action is underway must be supplied to the Association Manager.

39. STORMS: In the event of a storm, the owner of each boat in or at the Marina shall be deemed to have appointed the Association as his agent with authority to take all actions reasonably necessary to preserve and maintain the Marina facilities and such boat, in that order. The vessel owner authorizes the Association to have necessary emergency repairs made, which will be charged to the vessel owner and paid within (30) thirty days after billing.

40. EVACUATION: In the event any lawful authority orders the evacuation of persons from the immediate area each vessel owner shall immediately leave the Marina facilities and cause his vessel, or the vessel docked at the facility at his instance, to be removed. If the owner is not available or cannot be reached, the Association has the owner's approval to have the vessel or vessels moved at the sole expense of the owner. Any damage caused by such persons or vessels wrongfully remaining or left at the facility shall be repaired at the sole expense of such persons and vessels. The Association will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightening, etc.

41. WAKE ZONE: Please remember the entire Marina area is a no wake zone... idle speed only through the Marina.

42. JET DOCKS: Only approved jet docks by Dock Blocks are allowed in permitted slips. Prior to permitting, the slip owner will require the approval of the Marina Manager and Board. The slip owner is responsible for all permitting. Permits will be furnished to the Marina Manager prior to installation. A jet dock must not extend beyond the boundaries of the limited common element boat slip. A jet dock and one boat constitutes one vessel. Only one vessel is allowed to occupy a boat slip.

43. **TENANT LIVE-ABOARD MORATORIUM:** Effective 1/1/16 a moratorium is placed on our live-aboard program and no NEW live-aboard tenants will be allowed at The Harborage at Ashley Marina. All existing live-aboards will be allowed to remain effective 1/1/2016, provided all Marina Rules and Regulations are being followed. Failure to comply with the 1/1/16 moratorium will result in a \$100.00 weekly non-compliance fee to the slip owner, and revocation of any parking pass. A live-aboard is classified as: Any individual that occupies a vessel more than any ten (10) days during any thirty (30) day period, and/or consistently inhabits a vessel for three (3) or more calendar months. Personal circumstances may be allowed but only with marina management approval, for example: boat owners vacationing on their vessel. The live-aboard moratorium does not apply to slip owner's living aboard their personal vessels. Anyone renting a slip as of the date 1/1/2016 is required to complete a **Live-aboard Declaration Document** in order to continue their Liveaboard status.

44. **TEMPORARY GENERAL LIVE-ABOARD MORATORIUM:** Effective 11/22/23 a temporary moratorium is placed on our live-aboard program and no NEW live-aboards will be allowed at The Harborage at Ashley Marina. All existing owner live-aboards will be allowed to remain effective 11/22/23, provided all Marina Rules and Regulations are being followed. Failure to comply with the 11/22/23 moratorium will result in a revocation of any parking pass. A live-aboard is classified as: Any individual that occupies a vessel more than any ten (10) days during any thirty (30) day period, and/or consistently inhabits a vessel for three (3) or more calendar months. Personal circumstances may be allowed but only with marina management approval, for example: boat owners vacationing on their vessel. Anyone living aboard as of the date 11/22/23 is required to complete a **Live-aboard Declaration Document** in order to continue their Liveaboard status. Any owners wishing to start living aboard should contact the Marina Manager to be placed on a waitlist for future availability.

45. **MODIFICATION OF RULES BY MANAGER:** Pursuant to the Master Deed, if the Association Manager determines, in its reasonable judgment that circumstances require the adoption of any Rule or Regulation or the modification of any Rule or Regulation, the Association Manager may publish the same which shall remain in effect until revoked by the Board of Directors in accordance with the Master Deed. The Association Board, consistent with the Master Deed and Bylaws, may impose, fix, or levy fines for breach of the above Rules promulgated by the Board or the Association Manager.