

MARINA'S RULES AND REGULATIONS (Updated October 2025)

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: Anyone who impairs navigation or the soundness or safety of the Common Elements or acts in a way which would be noxious or offensive or an interference with the peaceful possession and proper use of other Boat Slips is in violation of the Rules and Regulations of the Marina. Everyone on marina property must treat Marina Staff with respect and refrain from raising their voice, being rude or abusive, or making threats of any kind. Threats of violence directed to Marina Staff or the Board of Directors are strictly prohibited and will result in immediate action. Owners shall be responsible for the conduct and actions of their captain, crew and agents employed by the owner and his/her tenant and the actions of tenants, guests, invitees, and lessees. Violations of the Master Deed or these Rules and Regulations may result in any response afforded to the Association.

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. Exceptions are T-17 through T-26 (the *Face Dock*) so long as the total length of the vessels does not exceed the length of the slip unless written permission is given from the adjoining slip owner. Vessel length may not be longer than the length shown therefor on Exhibit "C" of the Master Deed (including amendments) and the width of which shall not exceed the beam shown therefor on Exhibit "C" of the Master Deed less one-half (½) foot (for at least one foot clearance between vessels docked within adjacent side-by-side Boat Slips. An exception to the beam requirements is when the same owner owns adjacent side-by-side Boat Slips or has written permission from the adjacent side-by-side Boat Slip owner. (Master Deed 9.2)

3. VESSEL REQUIREMENTS. All vessels must be maintained in working order and in good operational condition. 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 Dockmaster, proof of insurance meeting association requirements. Vessels shall be kept clean and sightly. The Association shall have the right to have any un-kept, unsightly vessels repaired and/or cleaned (including corrosion), at the slip owner's expense.

4. **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.

5. **LEASES:** Owners that self-lease their slips must utilize The Harborage at Ashley Marina Standard Lease when leasing their slip. No other leases are allowed. All accepted forms are available on the Regime web site (myashleymarina.com) or at the Regime/HOA office during normal hours of operation. 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. Leasing of limited common element boat slips is subject to the Master Deed and the approval of the Association.

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 Dockmaster's Office has emergency contact telephone numbers for you. 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 under the circumstances. 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.** 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. 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. 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.

9. 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, docks, 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.

10. ADVERTISING: Advertising of any kind, including flyers, is not permitted on Marina property except in designated locations, such as bulletin boards, as determined by the Dockmaster. All advertising, including flyers, must be approved by the Dockmaster or Association.

11. CHILDREN: Children under the age of 14 must be accompanied by an adult at all times. Children may not ride bicycles, scooters, skateboards, skates, or similar devices on Marina property.

12. PETS: Pets shall be leashed at all times within the confines of the Marina. Pets shall be 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 if a pet urinates on the dock, it must be rinsed completely off the dock area. Pets shall not be permitted to jump on or otherwise disturb any other owners and guests. Aggressive pets are not allowed in the Marina.

13. BIKES: No bikes or scooters are to be stored on the docks overnight. Overnight storage of bike or scooters 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. Bicyclists riding on the docks must proceed at slower speeds yielding right of way to all persons on foot.

14. 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. No loud music after 11:00 p.m. unless pre-approved by Marina Staff.

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

16. 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. Slip owners and Contractors may purchase contractor passes for those working aboard their vessels at the discretion of the Dockmaster. The Association does not guarantee the availability of a

parking space on the Marina property. 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 approved live-aboards and 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 Staff's discretion. If the Marina Staff 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 onsite Marina Staff. 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 Marina Staff. 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 and Dockmaster shall have sole authority to designate and manage Marina parking passes and parking spaces.

17. 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.

18. OUTSIDE CONTRACTORS: Outside contractors must check in with the Association office and provide proof of liability insurance.

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

20. 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.

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

22. 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.

23. 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. Any items left on walkways, docks or finger piers may be removed and disposed of by the Marina Staff.

24. BOAT LIFTS AND JET DOCKS: All boat lifts or boat lifts or jet docks must be approved by the Association.

25. COOKOUTS / GRILLS: Only gas or electric grills shall be permitted on boats. No grills of any kind shall be permitted on the docks or the finger piers with the exception of the main pierhead at the entrance of the marina.

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

27. 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.

28. 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 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.

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 (including from pets), oil, spirits, inflammable liquid or oily bilges may not be discharged into the Marina waters. It is against both State and Federal Laws to discharge raw, untreated sewage from any description of watercraft into the waters of South Carolina. Pump-outs can be performed by staff only. Contact the Dockmaster to schedule pump-outs. 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. The marina reserves the right to charge a reasonable fee for pump-outs to any owner or tenant who refuses to tip Marina Staff for handling their waste.

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. **FISHING/FISH CLEANING TABLE:** Fishing may not block walking or cart access or safe passage through the docks. Fishing may not create a mess or interfere with any owners' peaceful enjoyment. Please discard large fish cleaned at the fishing table into provided disposal cans. No fish remains should be thrown into Marina waters. Please clean the table after use.

35. **SWIMMING:** Swimming 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. **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 and included 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 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.

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

39. LIVE-ABOARD LIMIT: A total of 15 live-aboard vessels are permitted in the marina. Only owners of slips may live-aboard. An exception is made for tenants who were already living aboard prior to 1/1/2016. Valid, signed leases for tenants dated prior to 1/1/2016 are required to prove entitlement to this exception for tenants to live aboard. All live-aboards must complete a *Live-Aboard Declaration* document properly signed. Live-aboard status may be revoked for violations of the Rules and Regulations of the marina and/or the Master Deed. Tenants living aboard in violation of this rule, will have their leases cancelled by the Marina and must vacate the property immediately. Violations of this rule may lead to fines, penalties and other relief available under the Master Deed, including having parking passes revoked. 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 is required to complete a Live-aboard Declaration Document in order to continue their Liveaboard status. Any owners wishing to start living aboard their vessel should contact the Dockmaster to be placed on a waitlist for future availability.

40. ADMINISTRATIVE FEE UPON SALE OR TRANSFER: Effective 2/23/24 an administrative fee of \$450 along with an initiation shall be charged to anyone purchasing a slip and shall be paid to the Association at closing. This fee recognizes the substantial time, efforts and resources devoted to initial conversations with marina staff during the inquiry stages (prior to purchase), responding to legal firms for buyers, marina introductions, review of Rules and Regulations, parking pass (returns and issuing of new pass), insurance review and documentation, updating contact information for slip owners, and QuickBooks/accounting modifications.

41. Charter Rules: ● All Harborage at Ashley Marina Association (hereinafter “The Association”) rules and regulations apply to charter operators and guests. ● All charter operations must register with The Association and provide details concerning the operation, including, but not limited to the name of the vessel, the maximum guest

occupancy of the vessel during charters, the name of the charter operation, contact information for the charter operation (name, email, address, phone number), and the name of the captain along with his/her email address and phone number. ● No pickup or drop off on either fuel dock (T-Dock / C-Dock). Pick up and drop off will be from the owner's or tenant's slip. ● All charters, both underway and dockside must be crewed. No overnight charters are allowed unless guests are supervised by onboard crew. ● No charter guest parking in the parking lot. We recommend a rideshare or parking at the City Marina or Marriott. (Marriott offers daily parking \$10.00 per day). ● All charter guests must be escorted to and from the parking lot and vessel. ● Charter guests are not to be provided the gate code. ● Charter operators must meet guests as they arrive to be escorted to the operator's slip. ● Charter guests are welcome to use one of the dock carts, but they must be returned to the fixed pier after each charter. ● A minimum of \$1,000,000 in vessel liability coverage along with a commercial charter endorsement is required. If a charter company is offering bareboat charters, the commercial policy must specifically reference the coverage of bareboat charters. All charter operations must file with The Association a current copy of its insurance declarations page and a copy of the insurance policy. ● No illegal or uninsured bareboat charters are allowed. This means, at a minimum, owners or anyone having an ownership interest in the vessel may not be on board during a bareboat charter. Bareboat charter guests must be provided choices of captains and must be permitted to choose their own captain and crew. There is to be one (1) bareboat charterer per trip and he/she may be accompanied by up to 12 of his/her guests. No selling of tickets or seats, payment for the bareboat charter must be from the single bareboat charterer, and the entire group must be together and be guests of the bareboat charterer. Please note: simply having an agreement that states these terms is not sufficient. Bareboat charter operators must keep sufficient records showing compliance with these conditions and produce for inspection when requested. The Association reserves the right to deny any bareboat charter that for these or any other reasons appears to be in violation of the law, operating in an unsafe manner, or is a disturbance to the members. ● The charter business monthly fees apply on a 12 month basis and will be paid monthly via ACH or credit card along with the slip rental fee. ● Charter businesses with continued rule violations will be subject to termination of slip lease and/or remedies afforded by the Master Deed and The Association's governing documents. ● Charter Business Monthly Fees: Effective July 1st, rental slip charter businesses (not slip owners or their affiliated businesses) will be charged the monthly fee structure outlined below to operate their charter business. Please note that this fee structure is to offset the cost of the charter businesses to the marina. The funds will be used for items including, but not limited to, (a) additional new dock carts, (b) additional trash bins and potential additional trash removal dates, (c) potential additional staff, etc. The charter fee will be charged on a monthly basis for a 12 month minimum term. ●

Calculation of Fees by Charter Vessel Capacity: 1-6 \$250.00; 7-12 \$350.00; 13-25 \$500.00 (includes bareboat charters); 26-50 \$1,000.00. ● Maximum Capacity: There will be no more than 20 charter vessels operating out of the marina.