

MARINER'S POINTE OWNERS ASSOCIATION, INC.

MARINA RULES AND REGULATIONS

Marina Operations

- The Dock Master's contact information and hours of operation are available to all residents and slip owners of Mariner's Pointe through the management company.
- The Rules of the Road and Navigation Laws of the United States apply to all vessels in or approaching Mariner's Pointe Marina. All vessel operators must follow our marina-wide **NO WAKE ZONE**.
- No vessel, regardless of slip ownership status, is permitted to moor within any part of the marina, including their slip, without the express consent of management or the Dock Master. Subject to verification of insurance, the readiness of the vessel, and overall appearance and condition.
- Slip owner/tenant is not authorized to allow another vessel, person, or entity, to use their slip without the Dock Master or Management's prior written consent; this includes the transfer of ownership—**NO HOLD-OVER TENANTS**.
- Noise from the operation of main engines, all powered equipment, TVs, and stereos, must remain at a minimum. **QUIET HOURS ARE FROM: 10:00 pm. to 08:00 am.**
- All dockside repair and maintenance are at the sole discretion of the Dock Master. Major repairs and renovations, such as re-powering, mast stepping, un-stepping, or structural work, are not permitted in the marina at any time. Routine maintenance is allowed as long as environmental and noise regulations adhere. The maintenance work area around a boat must allow clear passage to other slips. The work area must be kept free of fuel, oil, and volatile organic compounds (VOCs), including but not limited to paints, epoxies, thinners, and emulsifiers. **THE WORK AREA MUST REMAIN CLEAN**. Management or the Dock Master may halt work at their sole discretion at any time.
- **PROFESSIONAL OUTSIDE SERVICES MUST SEEK WRITTEN OR VERBAL APPROVAL FROM THE DOCK MASTER. ALL EXTERNAL CONTRACTORS ARE REQUIRED TO PROVIDE A CERTIFICATE OF LIABILITY INSURANCE TO MANAGEMENT OR THE DOCK MASTER WITH MINIMUM LIMITS OF AT LEAST \$1,000,000.** All outside service providers must log in and out with management. Approved and preferred contractors with suitable insurance may self-log in and out.
- Vessel owners must, at the Dock Master or management's discretion, keep their vessels in such condition that they do not reflect unfavorably on the appearance standards of Mariner's Pointe. Decks of vessels must be free of debris, trash, bottles, cans, organic growth, and other unsightly material. Tarps and vinyl covers are not permitted, except for emergencies. If tarps are in place for an emergency, the owner must remove them in a time of no more than seven calendar days unless granted an extension in writing from the Board of Directors or the Dock Master.
- Docks must be clear of trash, bottles, cans, and other unsightly items. Dock Master may dispose of loose gear left on premises.
- Discharging oil flammables, oily bilges, and other wastes in Marina waters is forbidden. Coast Guard regulations regarding holding tanks must be complied with, as well as all applicable local, state, and federal ordinances and laws. **IT IS THE SLIP OWNERS SOLE RESPONSIBILITY TO EDUCATE THEMSELVES, GUESTS, AND RENTERS ON THE LOCAL, STATE, AND FEDERAL REGULATIONS AND FINES REGARDING THE DISCHARGING OF WASTES INTO WATERS. INFORMATION CAN BE**

FOUND BUT IS NOT LIMITED TO THE WEBSITES OF THE US. COAST GUARD, EPA, DHEC, AND HORRY COUNTY. FINES LEVIED BY THE ASSOCIATION FOR ILLEGALLY DISCHARGING ARE IN ADDITION TO THOSE CHARGED BY GOVERNMENT AGENCIES WHICH MAY EXCEED \$2,000 PER OCCURRENCE.

- Oil and other petroleum products shall not be discharged or disposed of in a non-conforming manner as directed by local, state, or federal regulations. **NO PETROCHEMICALS SHALL BE LEFT ON DOCKS, GROUNDS, OR IN TRASH RECEPTACLES.**
- Open Flame grills and cooktops are not permitted to be used on the docks or vessels berthed at the docks.
- Boat owners shall not launder or dry any wearing apparel or other such materials on the deck or rigging of any boat at the marina.
- Boat owners shall not fish, crab, or swim from berthing space or adjacent areas.
- Boat owners shall not operate any dinghy, float, or other such boats near the berthing facility nor the adjacent areas thereof in any unreasonable or otherwise reckless manner,
- Boat owners shall not impede or unreasonably interfere with the quiet enjoyment and possession by other boat owners of their respective berthing spaces or adjacent areas.
- Using another slip space at any time for non-emergency reasons is prohibited without permission.
- Slip owners/renters are permitted one parking space per slip. Any additional vehicle must park in the guest parking area.
- Any vehicle that remains unmoved for longer than seven days must park in the guest parking.
- Persons less than **16 years** of age shall not enter the slip space nor the adjacent areas thereof without the presence of a parent or other responsible adult.
- All vessels connecting to shore power must use 30/50 amp marine grade electrical cords.
- The fueling of vessels at the slip or adjacent areas (unless an emergency) is prohibited. The transportation of fuel to or from the marina facility (unless an emergency) is not permitted. The Dock Master expressly reserves the right to determine what is or is not an "emergency."
- All owners must maintain their vessels in a constant state of readiness for self-propulsion and movement. (2-week compliance should a breakdown occur.) Owners of vessels with propulsion machinery inoperative for more than 48 hours shall notify the Dock Master or Management regarding the action taken to place the machinery in operation.
- The Dock Master, at their sole discretion, may ask vessel owners to demonstrate the readiness of propulsion machinery once a year. Mariner's Pointe Marina requires vessels that fail a propulsion check to submit a timetable and plan for removal or repair.
- **VESSELS, AT THE SOLE DISCRETION OF THE DOCK MASTER, SHALL NOT EXTEND BEYOND THE LENGTH OF THEIR SLIP IN A MANNER THAT PROHIBITS THE SAFE MANEUVERABILITY OF OTHER BOATS.**

- **VESSELS' OVERALL LENGTH (LOA) AS DETERMINED BY THE MANUFACTURER SHALL NOT EXCEED THE SIZE OF ITS SLIP DETERMINED BY THE MASER DEED.**

- The Dock Master may dictate that owners alter their mooring procedure in any manner deemed necessary to protect other vessels or association property.

- The Dock Master will conduct periodic checks of all vessels in the harbor to ensure compliance.

Leases

- All leases must be in writing and provided to the Dock Master for approval before a tenant moves their vessel into their slip. The Dock Master will keep a copy of the lease on file. Leases shall prohibit the tenant from entering into any sub-leasing rental agreement.

- Owners are responsible for giving their tenants a copy of the Rules and Regulations. The Owner must have the tenant sign a statement that they have received, read, understand, and abide by the rules and regulations.

Stay-Aboard Policy

- The Association will allow persons to stay aboard overnight subject to the limits and restrictions contained herein.

- Staying aboard a boat for an excess of seven days per month shall constitute full-time living aboard and is not allowed. On special occasions when staying longer than seven days aboard is necessary, written approval by the Dock Master or Management is required.

- For the convenience of the marina and the owners, the Association may permit the Dock Master to stay aboard Full-Time.

- Persons desiring to stay aboard their vessel will inform the Dock Master before the close of business that day.

Dock Boxes

- Each boat slip has one dock box. Removal by any person of any dock box or change in its location, size, shape, design, or construction shall not be made without the written consent of the Dock Master. Any alterations approved are at the expense of the slip owner.

- Dock box covers shall be securely latched when not being accessed. Any damage to the dock box as a result of carelessness or negligence, resulting in repair or replacement of the dock box, will be billed to the owner.

Security

- The Association and Dock Master do not guarantee safe Mooring. They are not responsible for the loss or damages caused by vandalism, theft, equipment failure, acts of nature, other vessels, negligence, Etc.

Collisions, Accidents, Sinking, and Insurance

- The Association and Dock Master are not responsible or liable for personal or property damages in connection with the collision, accident, or sinking within the harbor. Owners must provide their insurance to cover these eventualities.
- Owners must provide the Dock Master a copy of the vessel insurance with a minimum of \$250,000 liability with oil spillage coverage before entering the berth. The policy must clearly show coverage and policy dates. It is the responsibility of the vessel's owner to provide renewal copies to the Dock Master.
- Slip owners are responsible for damage caused by Owners, Invitees, Guests, Lessees, etc., to the Association's property.
- The Dock Master will endeavor to assist any boater in an emergency within the marina. The Dock Master and the Association are held harmless for any loss suffered while assisting with an emergency.
- All spills must be reported to the Dock Master immediately.

Cold Weather

- In the event of freezing weather, the Dock Master will take steps to protect the dock water system.
- Owners are responsible for protecting their vessels against freezing conditions.
- Owners who live away from Little River may contact the Dock Master for assistance in damage prevention measures. The Dock Master and the Association are held harmless for any loss suffered due to or during damage prevention measures. Any costs incurred during the prevention measures are at the owner's expense.

Dock Lines

- All Vessels at berth must be securely fastened with proper line. The Dock Master has the authority to request lines be changed or secured differently to prevent damage to the Association property.
- The Dock Master has the right to change frayed lines or lines deemed unsafe at the owner's expense. The Dock Master and the Association are held harmless for any loss suffered due to changing frayed or hazardous lines.

Storm Precautions

- To prevent damage from weather or storms, owners should secure their vessel with dock lines, and all outside property of any owner or guest shall be removed, battened down, secured, or placed inside the vessel.
- The vessel shall always be secured and locked upon departure by the owner. Owners unable to attend their boat in their slip for a prolonged period should remove all furniture, plants, and objects from their vessel and notify the Dock Master of their plans before departure.
- The owner shall remove all movable items from their vessels should storm weather threaten.
- Vessels left in the harbor during severe weather conditions are subject to the following conditions:

- Owners are responsible for any damage their boats cause to other boats, property, or people.
- Owners will hold the Dock Master and the Association harmless for any damage to their boats or equipment for any reason.
- At the discretion of the Dock Master and Property Manager, association employees may board or move vessels to perform any necessary duties to increase safety or lessen the damage.
- Association employees may find it necessary to add items of marine equipment to unattended boats in the harbor. This equipment could include but is not limited to extra fenders, dock/anchor lines, anchors, and bilge pumps. The vessel Owner accepts financial responsibility for the equipment and installation costs. The items above in no way absolve the owner of the necessity of adequately preparing their vessel for severe conditions.

The Governing Documents, Including the Master Deed, By-Laws, Rules, and Regulations, apply to Owners, Guests, Invitees, Lessees, Etc. All violations shall be the final responsibility of the Owner.

General Violations:

As described in the Rules and Regulations under Marina Operations, Leases, and Stay-Aboard Policy

Subject to fines not to exceed \$100.00 per day with a monthly cap of \$1,000.00

Insurance Violations:

Failure to provide and maintain Vessel Insurance as described in the Rules and Regulations is subject to the following escalating fines:

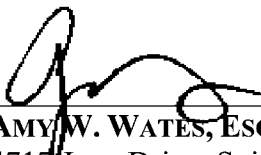
- First Month - \$100.00
- Second Consecutive Month - \$200.00
- Third Consecutive Month - \$400.00
- Fourth Consecutive Month - \$800.00
- Each Consecutive Month after that - \$1,000.00

MARINER'S POINTE OWNERS ASSOCIATION, INC.
(CROSS REFERENCE DEED BOOK 1125 AT PAGE 204)

Property Location: Mariner's Pointe, Little River, South Carolina 29566

Recorded By and HOA Contact:

MULLEN WYLIE, LLC



AMY W. WATES, ESQ
4717 Jenn Drive, Suite 200
Myrtle Beach, SC 29577
(843) 449-4800
Awates@mullenwylie.com

August 10, 2022

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

**TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS,**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions
DATE OF INSTRUMENT: 08/10/2022

DOCUMENT SHALL BE RETURNED TO:

Name: Mullen Wylie, LLC
Address: 4717 Jenn Drive Suite 200, Myrtle Beach, SC 29577
TELEPHONE NUMBER:
FAX NUMBER:
E_MAIL ADDRESS:

RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:
THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.
Book: **1125**, Page: **204**,

BRIEF PROPERTY DESCRIPTION:

LIST ALL PARTIES TO BE INDEXED IN THIS TRANSACTION: ALL NAMES ARE TO BE BOLDDED, UNDERLINED, CAPITALIZED

GRANTOR / MORTGAGOR / OBLIGOR / MAKER(FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>FULL BUSINESS NAME</u>		
<u>MARINERS POINTE OWNERS ASSOCIATION INC</u>		

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>FULL BUSINESS NAME</u>		
<u>MARINERS POINTE OWNERS ASSOCIATION INC</u>		