

LIGHTKEEPERS MARINA, INC.

* * General Rules and Regulations * *

1. Lightkeepers Marina is located within the residential community of Lightkeepers Village. It is the intent and spirit of these rules and regulations that the Marina and its business always be a good neighbor of that community.
2. RENTALS: the Dockmaster must manage All rentals and the Member shall pay a fee for rental management.
3. REGISTRATION: The Dockmaster must be notified prior to any vessel being moored at a berthing space. Annually or at other appropriate and reasonable times, each member must provide to the Dockmaster proof of ownership, as well as a certificate of insurance, of any boat moored at the Member's berthing space. In the event the Marina has leased the slip for the Member, the lessee must provide this proof of ownership and certificate of insurance to the Dockmaster.
4. DOCKING:
 - (a) All vessels must be appropriate in design, weight and configuration for the berthing spaces at Marina facilities. Specifically, but not limited to, the length, beam, weight, and draft of the vessel must be appropriate for the slip design at which the vessel is to be moored. A minimum of 12 inches on either side of the vessel between the pilings and the finger piers, and a minimum 24-inch clearance at the closed end of any slip must be maintained. No part of the vessel, including any bow pulpit, may extend through the vertical plan of the inside edge of the main dock. No vessel shall extend beyond 2 feet of the slip's tie piling at the open end of the slip in which it is moored.
 - (b) Spacing and other appropriate requirements for T-head berths, both inside and outside, shall be determined by the Dockmaster subject to review, revision or rejection by the Board of Directors in its sole discretion.
 - (c) Lightkeepers Marina, Inc. is responsible for dredging the facilities of a depth of six (6) feet. Therefore, the nominal draft of the vessel shall be no more than six (6) feet without the Dockmaster's approval. Some slips are initially designed for less than a six (6) foot draft.
 - (d) Members or lessees may only moor one (1) vessel at any slip or T-head space. Additional vessel allowed by permission of the Board of Directors and Dockmaster, but not to infringe upon adjacent slip or extend beyond space.
 - (e) All tenders, dinghies, or similar vessels must be capable of being stowed aboard the main vessel, and must be stowed aboard the main vessel in any slip or T-

head berth when not in use. Any extended use of such craft on the water within the Marina requires the approval of the Dockmaster.

(f) Personal watercraft, e.g., Jet Skis, Wave Runners, etc., may only be moored within the Marina at specific facilities designed to accommodate such craft.

(g) The Board of Directors must approve any exceptions to the specifications above in writing.

5. HOUSEBOATS: No "houseboat," as determined by the Marina Board of Directors, may be moored in any slip without approval in writing from the Marina Board of Directors.
6. EMERGENCY: Only pleasure vessels, in good and seaworthy condition, and under their own power shall be permitted to occupy any berthing space. In the event of an emergency that has occurred during the Member's/Lessee's absence, the Marina and/or its agents, reserves the right, but not the responsibility, to take such action as it deems necessary and prudent to safeguard any vessel, its mooring space, adjacent vessels, or property of the Marina. Member/Lessee agrees to reimburse the Marina and any of its agents, for any and all costs incurred on behalf of the Member's/Lessee's vessel in emergency situations. *The Marina, and/or its agents, are not responsible for checking, maintaining, or protecting any vessel in the harbor.*
7. VESSEL KEYS: The Dockmaster shall maintain one set of keys for each vessel moored within the Marina. Keys can be used for a contractor to gain access while you are not in the area. This set of keys must open a passageway to the interior of the vessel to allow the engagement of the starters of each engine. This is not a must, but recommended.
8. FISHING, SWIMMING, ADVERTISING: No crabbing, swimming, paddleboarding, canoe, or diving may be conducted on or from the Marina. Any fishing requires the approval of the Dockmaster. "For sale," "for rent," or brokerage signs implying a vessel is for sale or for rent, advertising and/or soliciting are not permitted. A picture and a brief description of any boat for sale may be placed in the display case at the Ships Store. See the Dockmaster for details and procedure.
9. SPEED RESTRICTIONS: All vessels must operate at idle speed (no wake) while within the Marina waters.
10. VESSEL APPEARANCE: All vessels shall be maintained in a clean and orderly condition. All power cords, hoses, dock lines, fenders, and rub rails must be clean of excessive mildew and any other stains that detract from a well maintained marina atmosphere. Member/Lesseees may contact the Dockmaster in the event they require professional maintenance services.

11. NOISE: Noise shall be kept to a minimum at all times. Discretion must be used when operating engines, generators, stereos, PA and or amplified audio equipment and/or television sets so as not to create a nuisance or disturbance to others.
12. PETS: All pets must be leashed and under control of the handler. Pets must be toileted only in designated pet relief areas where pet droppings must be removed and disposed of in available repositories. At the sole discretion of the Marina Board of Directors, any pet deemed to be a nuisance may be banned.
13. ADDRESS: Neither the vessel nor the Marina's address shall be used for business purposes without the written permission of the Board of Directors.
14. CONTRACTED SERVICE: No contractor, vendor, service organization or individual(s) will be permitted to work on any vessel berthed at the Marina without prior approval from the Dockmaster. All contractors must carry the required insurance of \$1M liability.
15. MAINTENANCE WORK: No major overhaul or extended repairs may be made to any vessel, tender or gear without prior approval of the Dockmaster. Such approval may be withheld should the repair, in the opinion of the Dockmaster, detract from the safety, environmental integrity or aesthetics of the Marina.
16. STORAGE ON DOCKS: Members/Lessees shall not store or place supplies, bikes, equipment, dinghies, skiffs, surf boards, accessories, cabinets, materials, debris, chemicals, refrigeration, gas cans, grilles, batteries, umbrellas, tents, or similar objects of any kind on docks or finger piers. Docks must be kept clear at all times. Temporary use of some equipment can be approved by the Dockmaster.
17. DOCK BOXES AND RUB RAILS: Must be constructed of fiberglass or heavy white plastic, and approved by the Dockmaster. For each boat slip, there shall be no more than one (1) dock box that must be maintained by the Member. Yard boxes are not approved. Additional boxes may be considered with no guarantee approval from the Dockmaster.
18. BOARDING STEPS: No boarding steps weighing more than 25 pounds shall be placed on the docks or finger piers without prior approval of the Dockmaster.
19. FLAMES AND FIRES: The use of charcoal burners, gas welders or any open flame producing equipment, except permanently installed equipment is prohibited. No open flames on the docks. Grilling on your boat only, or in the grilling area is acceptable.
20. FISH CLEANING: The cleaning of fish on any dock, pier, or walkway of the Marina is prohibited. Fish cleaning can be done on your boat only. Carcass's must be bagged and taken home. Fish cleaning facilities are available at nearby fuel facilities such as the Myrtle Beach Yacht Club and Harbourgate Marina.

21. TRASH AND DUMPSTER USE: All trash is to go into the dumpster that is located behind the Marina Ship Store and pool. Do not dump trash in dock carts. All boxes must be broken down. No toilets, sinks, chairs, mattresses, bedding material, flammable liquids. The dump is located 8 minutes away at 764 SC-90, Little River, SC 29566.
22. NO WASTE OR DISCHARGE: No garbage, oil, oily waste or refuse, solid or liquid (to include sewage), shall be discharged or thrown overboard within the approach channel or harbor. All garbage and trash must be bagged and placed in receptacles provided and labeled for marina usage only.
23. UTILITY SERVICE: All utility service must be obtained in either the Member's name or the Lessee's name and either the Member or the Lessee shall be responsible for payment of such services. The Marina, at no charge, provides water service, Wi-Fi and collection from trash containers located behind the pool.
24. UTILITY USAGES/OUTAGES: No one shall use any electrical outlet that is assigned to another Member/Lessee. Neither the Marina nor its Dockmaster shall be responsible for unauthorized, or contracted utility service, interruptions or outages, or the results or damages therefrom.
25. REPAIR/CONSTRUCTION: No repair, construction or renovation of any part of the Marina shall be done without prior written approval of the Dockmaster.
26. COLD WEATHER AND STORM PREPARATION: In the event of freezing weather, Members/Lesseees are responsible for protecting their vessels against the cold weather and/or impending storm(s). Members/Lesseees who live away from Little River may contract with the Dockmaster for assistance in damage prevention measures. The Member/Lessee shall pay expenses incurred.
27. DAMAGE RESPONSIBILITY: Members/Lesseees are responsible for any damage done by their boat(s) to other boat(s) or Marina property.
28. EXTENDED STAY: Lightkeepers Marina, Inc. shall not allow any persons to live aboard their vessel permanently within the Marina without written approval by The Board Of Directors. Live aboard vessels shall be limited to 10% of total # of slips available. Waste must be disposed of in compliance with health regulations and shall not be released into the waters of the Marina. Any improper waste disposal shall be immediate grounds for termination of Marina privileges, a \$25,000 fine from the state, or other sanctions. There is a pump-out boat you must get on a schedule. There is also a pump out station within the harbor at Myrtle Beach Yacht Club that is available for proper waste management.
29. GUESTS: No Member/lessee shall invite guests to the Marina facilities in unreasonable numbers or for unreasonable times. Determination of reasonable numbers and time to be at the sole discretion of the Marina Dockmaster.

30. PARKING: Marina parking is only permitted in the Marina designated parking areas and maps identifying those areas are available in the Ship's Store. All vehicles must display either a Marina sticker or a guest hang-up tag from the front mirror.
31. RESPONSIBILITY: All Members/Lesseees shall be responsible for the conduct of their guest(s) while at the Marina facilities.
32. POOL: Only Members, Lesseees, and guests may use the pool adjacent to the Ship's Store. All guests, family members, associates, etc. must be accompanied by the designated slip Member or lessee. An adult at the pool must accompany children. No alcoholic beverages are allowed. No glass at any time. Other rules are posted at the poolside and must be observed at all times.
33. AMENITIES: Members (unless they are also residential Lightkeepers Village members), Lesseees, agents or guests are not allowed to use any other amenities within Lightkeepers Village, i.e. putting green, tennis court, other swimming pools, etc. or to infringe upon the rights of any Lightkeepers Village homeowner(s).
34. VIOLATIONS: Violations of any federal or state law, county ordinance, country, state or federal regulations, or the within Rules and Regulations by a Member, his crew, lessee(s), invitee(s), or guest(s) shall be cause for sanctions in the discretion of the Board of Directors, including but not limited to:
- a. termination of the Dockage Rental Agreement
 - b. removal of culpable persons from Marina property
 - c. removal of vessel from Marina facilities
 - d. litigation seeking damage, injunctive relief, or termination of Membership
 - e. levy fines, including attachment of vessel for collection of same
 - f. any further sanctions duly voted upon by the Board and/or Members
34. CHANGES: The Marina reserves the right to amend or make additions to or deletions from the Rules and Regulations from time to time.

Dated this _____ day of _____, 20_____.

MEMBER/LESSEE _____