



**LIGHTKEEPERS MARINA, INC**  
(A Non-Profit Corporation)

**BY-LAWS**

**ARTICLE I**  
**Name and Office**

SECTION 1. *Name.* The name of the corporation is Lightkeepers Marina, Inc, hereinafter called LKM, a South Carolina not-for-profit corporation.

SECTION 2. *Principal Office.* The principal office of the Association shall be at 4603 Lightkeepers Way, Little River, SC 29566.

SECTION 3. *Other Offices.* The Corporation may also have an office or offices in such other place or places as the business of the Corporation may require and the Board of Directors may from time to time determine.

SECTION 4. *Fiscal Year.* The fiscal year of the association will be the calendar year.

SECTION 5. *Applicability.* The provisions of these Bylaws are binding on all members of the LKM, their tenants, guests, invitees, agents, employees, licensees, grantees, successors, and assigns.

## ARTICLE II

### **Purpose**

SECTION 1. *Purpose.* The purpose of LKM is to oversee the overall operations of the Lightkeepers Marina, to oversee the financial assets and liabilities of the association in relation to longer term projects, and to establish policies on behalf of the 125 members of the association.

SECTION 2. *Membership.* Membership rights, duties, and liabilities are and shall be as prescribed in the Articles of Incorporation. Membership in LKM is limited to the number of slips available (currently 125). Each Membership is attached to a specific slip. Memberships are transferable according to the Membership Transfer policies outlined in “Approval of Sale, Transfer, or Lease Right of First Refusal.” Each Member is required to adhere to these By-Laws.

## ARTICLE III

### Board of Directors

SECTION 1. *General Powers.* The Board of Directors (BOD) derives its power from the Members. The BOD works on behalf of the Members and is expected to act in the best interest of the Members at all times. Although the BOD is empowered via these by-laws to make decisions, in any unclear situations where time is not of the essence, the BOD shall seek the will of the Membership. Although each director is elected to a specific position per Article III, Section 2, the entire BOD collectively shares the responsibility and the authority to ensure that the work of LKM is completed.

SECTION 2. *Number and Term of Office.* The number of directors shall be 5. Each director shall be elected to a specific position by the Members at the Annual Meeting of the Members. The terms of the directors shall be staggered to ensure that no more than three positions are filled in any given year. If the election occurs during an odd year, then the positions of President and At-Large (1) will be elected. The other three positions shall be elected when the election is held on even years. There are no limits on the number of terms an individual may serve on the Board. Officer terms run on a calendar year. There is only to be one board member per membership.

SECTION 3. *Elections.* Elections occur at the Annual Meeting. The Dockmaster secures a slate of volunteers who are willing to run for a position at least 60 days prior to the Annual Meeting. Any member who does not anticipate their attendance at the annual meeting may elect, at their own discretion, to email his/her votes to the nominating committee chair at least 24 hours prior to the start of the Annual Meeting. The Dockmaster will facilitate the election process via secret ballot during the course of the annual meeting and will include any duly cast email votes into the count. Any email votes shall count toward the establishment of a quorum for the purpose of conducting the election. To maintain the integrity and secrecy of the election, after being counted and verified, votes shall be placed in a sealed envelope and stored with LKM docs.

SECTION 4. *Officer Positions.* There are 4 officer positions and 2 At-Large positions on the BOD: President, Vice President, Secretary, Treasurer, At-Large (1) and At-Large (2).

SECTION 5. *Filling of Vacancies.* In the case of any vacancy in the BOD through death, resignation, disqualification, removal or other cause, the remaining directors, by affirmative vote of the majority thereof, may elect a successor to hold office for the remainder of the term that was vacated.

SECTION 6. *Removal.* Any director may be removed from office by the affirmative vote of four of the directors at any special meeting of directors duly called for said purpose and a successor to fill the resulting vacancy may be elected by the affirmative vote of a majority of the directors. Any or all director(s) may be removed by an affirmative vote of a majority of non-board members at a Special Member Meeting called for said purpose.

SECTION 7. *Place of Meeting.* The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, at such place or places as they may from time to time determine by resolution or by, written consent of all the directors. The Board of Directors may hold their meetings in person, by video conference, or phone conference.

SECTION 8. *Regular Board Meetings.* Regular meetings of the Board of Directors may be held with or without notice at such time and place as shall from time to time be determined by resolution of the Board. Any business may be transacted at any annual or regular meeting of the Board.

SECTION 9. *Special Board Meetings.* Special meetings of the Board of Directors may be held whenever called by the Board President or any three members of the Board of Directors. Notice of each special meeting of the Board of Directors as well as the purpose of said meeting shall be given in writing to each member by emailing the same at least ten (10) days prior to the meeting. All Members are welcome to attend any Special Meeting as non-voting members.

SECTION 10. *Quorum.* A majority of the current Board of Directors shall constitute a quorum for the transaction of business at all meetings of the BOD. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each member of the Board of Directors and filed with the minutes of proceedings of the Board of Directors. This can be accomplished through email communication among the BOD.

SECTION 11. *Compensation of Directors.* Directors shall not receive any compensation for their services.

SECTION 12. *Committees.* The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees. Each committee shall include one of the directors of the Corporation. Committees shall only have the authority to gather information and make recommendations to the BOD unless stipulated differently by the unanimous vote of the BOD. The President of the Board of Directors shall designate the Chairperson of all committees where the chair is not stipulated in these By-Laws. Each committee may fix rules of procedure for its business. The members of a committee may conduct any meeting thereof virtually in accordance with the provisions of Section 7 of this Article III. Membership on any committee is at the discretion of the Chair of said committee. A majority vote by the Board of Directors shall override any membership decisions of the Committee Chair.

## ARTICLE IV

### Board Officer Position Descriptions

SECTION 1. *Board President.* The Board President is responsible for the overall activities and management of the Board of Directors. S/he is the primary contact for communication between the Board and the Members. S/he, in coordination with all Members, sets the priorities for the Board. The primary duties of this position are as follows:

1. Preside over all meetings of the Board.
2. Coordinate and preside over the Annual Meeting of the Members.
3. Set the priorities for the Board.
4. Call and facilitate regular meetings of the Board.
5. Communicate regularly with all Members.
6. Ensure all other Board Positions are fulfilling their duties.

SECTION 2. *Vice President.* The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be prescribed by the Board.

SECTION 3. *Board Secretary.* The Board Secretary is responsible for taking minutes and recording motions at BOD and annual HOA meetings. The primary duties of this position are as follows:

1. Ensure that minutes of Board meetings are created, filed, and distributed to Members no longer than 10 business days after the annual HOA meeting, and, 10 business days after being accepted by the board for BOD minutes.
2. Ensure that the Board/Board President is in compliance with the Master Deed and By-Laws of the association.

SECTION 3. *Board Treasurer.* The Board Treasurer is responsible for ensuring that the financial processes and records are kept on a modified cash basis. The primary duties of this position are as follows:

1. Ensure that the bookkeeper maintains accurate records.
2. Ensure that annual tax returns are filed for the association.
3. Ensure that an annual Agreed Upon Procedures Engagement or Internal Exam of Transactions is completed.
4. Ensure that an annual operating budget is created and approved according to the Board Policies enumerated in Article VI, Section 3.
5. Ensure that the multi-year project budget is updated annually.
6. Oversee the calculation and collection of owner dues annually.
7. Oversee the calculation and collection of assessments.

SECTION 4. *Dockmaster*. The Dockmaster of the Marina is usually the first person the customer interacts with. Dockmasters function is to make the customer, member and others stay pleasant and safe. The primary duties of this position are as follows:

1. The Dockmaster is responsible for the daily, overall management operations and maintenance of Marina, which includes wet dockage, slip rentals and billing activities and retail sales.
2. The Dockmaster recommends org chart changes, hires, fires, and supervises staff.
3. The Dockmaster is the problem solver capable of close attention to detail in matters of personnel, customer services, facility upkeep, facility operations and emergencies.
4. The Dockmaster will act as the CEO of the organization.

## ARTICLE V

### Member Meetings

SECTION 1. *Annual Meeting.* The annual meeting of the members shall be held at a place determined by the BOD in December of each year or on a date agreed upon at the previous Annual Meeting. The final date, time, and place will be communicated at least 30 days in advance by the BOD. The purpose of the annual meeting is for the BOD to report on their activities for the previous year, elect new directors, approve the annual budget, and conduct any additional business approved by the BOD at that time. The President or their designee shall preside over the meeting and the meeting will be conducted according to the rules of any other BOD meeting. Meetings can only be canceled by vote of majority of Members.

SECTION 2. *Special Member Meetings.* Special Member Meetings may be called by a majority of the BOD and shall be called by the BOD upon receipt of a written request signed by at least 15 Members. Special Member Meetings are called to address a specific, written agenda and are conducted according to the guidelines established for a Special Board Meeting outlined in Article III, Section 9.

SECTION 3. *Virtual Special Member Meetings.* From time to time it will be necessary to conduct business via an email vote (i.e. special assessments or other pressing items). All rules regarding notice, quorum, and voting apply to these meetings. The Board, at its discretion, may define a default response should an owner not actively participate in a Virtual Meeting.

SECTION 4. *Notice of Member Meetings.* The Secretary shall ensure that notice of all Member Meetings is given to each owner according to the Notification Policy set forth in these By-Laws. Notice will be given with at least 10 days and not more than 60 days' notice. Notification shall include an updated list of Members entitled to vote and their contact information.

SECTION 5. *Quorum at Member Meetings.* A quorum at member meetings shall be defined as 51% of the members. The acts of 51% of the votes whenever a quorum is established shall constitute the acts of the members. A quorum is assumed at a Virtual Member Meeting where the BOD establishes a default response.

## ARTICLE VI

### Fiscal Management

SECTION 1. *Accounting.* All records shall be maintained on a modified cash basis according to the calendar year.

SECTION 2. *Bank Accounts.* The Association shall maintain two separate bank accounts.

1. Operating Account: The operating account will be used for ongoing maintenance and expenses. The BOD, under the leadership of the Treasurer, shall utilize this account for the purpose of managing the affairs of the Association. The Treasurer and any fiscal agent authorized by the BOD shall be the only ones with check signing privileges.
2. Reserves Account: The reserves account will be used to hold monies that are in reserve for longer term projects and emergencies. These reserve monies are specified in the Operating Budget and are deposited on a monthly basis according to said budget. The reserves account may only be accessed in three ways:
  - a. Assessment – the reserves may be accessed via the assessment process outlined in Article VI, Section 5.
  - b. Emergency access – the reserves may be accessed in an emergency situation outlined in Article VIII, Section 4. Monies taken from reserves in case of emergency shall be paid back in full via the emergency assessment process outlined in Article VI, Sec, 5, #2, and credited to the same account from which they taken to meet the emergency.
  - c. Cash management for the sole purpose of saving interest costs related to the annual cost of HOA insurance. In order to utilize reserves for this purpose, the following conditions must be met:
    1. The use of reserve funds for this purpose will not infringe on the ability of the BOD to fund any projects expected in the coming 12 months.
    2. The reserve funds will be replenished through a 12 month repayment plan overseen by the Treasurer (the fiscal agent will transfer funds from the operating account to the reserves account monthly at the time of HOA dues payments).
    3. Unanimous BOD vote to approve the transaction and the 12 month repayment plan.

SECTION 3. *Budgets.* The BOD is responsible for creating/updating 2 separate budgets: the operating budget and the reserves budget.

1. Operating Budget. The operating budget is developed by the BOD and presented for approval at the annual meeting. If significant changes occur during the year, the BOD will make budget adjustments and secure

approval from the members. The BOD has the responsibility to work within the approved budget or seek membership approval for changes.

2. Reserves Budget. The reserves budget is updated annually and estimates the cost of all long term projects. The necessary reserves are derived from this budget according to the projected costs and timeline. The project budget shall be approved at each annual meeting.

SECTION 4. *Annual Dues.* Annual dues shall be calculated automatically based on the approved operating and reserves budgets. The total annual dues of all members shall not exceed the approved operating and project budgets.

SECTION 5. *Assessments.* Assessments against the Members shall occur as necessary to fund projects or in the case of an emergency.

1. Project Assessments. The BOD will provide as much notice as possible via the annual update of the project budget or as new information becomes available. The BOD shall develop an individual project assessment and identify each member's share of the cost as well as the amount of reserves to be expended. The project assessment shall be approved by the membership so long as at least 51% of Members vote in agreement. Upon approval, each member will receive an assessment notice with an invoice. The Members will be given a minimum of 30 days to pay the project assessment.
2. Emergency Assessments. Should an emergency occur as defined in Article VIII Section 4, and the BOD, at its discretion, determines that the emergency situation requires additional funds, the BOD shall develop an emergency assessment. The emergency assessment shall be approved by a 100% Board Approval vote. An emergency assessment does not require approval from the Members. The Members will be given a minimum of 30 days to pay the emergency assessment.

3. Collection of Dues and Assessments. It is assumed that all Members are invested in paying their share of any assessments. From time to time, there may be extenuating circumstances. The BOD shall ensure collection of all dues and assessments. At their discretion, the BOD may allow flexibility should an owner need to create a payment plan. At their discretion, the BOD may use any legal means necessary to collect assessments including interest payments, liens, and foreclosure. Procedure for Collection of Delinquent Accounts:

\*Membership dues are charged to Members on the first of the month for that same month.

\* Membership dues are due paid by the 15<sup>th</sup> of the month.

\* Membership dues are deemed late and charged a late fee on the 1<sup>st</sup> day of the following month.

\*One month late: A letter of Notification of the fact sent from the bookkeeper, and a late fee charged: \$50.00.

\*Two months late: A letter from the Treasurer of the Board of Directors advising that they are two months late, a late fee charged: \$150.00. This

letter would include notification that this will be turned over to our attorney for legal action if not paid in full and brought up to date. Legal action would be identified as placing a lien on the vessel. Furthermore, the member would be on notice that any expense the board incurs through legal work will be charged to the member.

\*Three months late: A letter from our attorney threatening that a lien will be placed on their vessel if they have not brought the account up to date within 30 days of the letter. The \$150.00 late fee continues to be charged.

\*Four months late: A letter from our attorney notifying the owner that a lien has been placed on their vessel. The \$150.00 late fee continues to be charged. The attorney may send a warning that foreclosure proceedings may begin soon if the account is not paid in full.

\*Five to Six months late: With discretion from the Board of Directors and the attorney, the attorney will begin foreclosure proceedings. The \$150.00 late fee continues to accumulate.

## **ARTICLE VII**

### **Indemnification**

SECTION 1. *Indemnification of Directors and Officers.* No director/officer of the association shall be liable for acts, defaults, or neglects of any other director/officer or for any loss sustained by the association or any owner, unless the same shall have resulted from his own willful or negligent act or omission.

SECTION 2. *Costs.* Every director/officer of the association shall be indemnified by the association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in procedure, investigation, or inquiry as to whatever nature in which he may be involved as a party or otherwise by reason of his being or having been a director/officer of the association, whether or not he continues to be such director/officer at the time of incurring or imposition of such costs, expenses, or liabilities except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or neglect in the performance of his duties, in the absence of such final adjudication of the

existence of such liability, the association and each member thereof and officer thereunder may conclusively rely on an opinion of legal counsel selected by the association. The foregoing right of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

SECTION 3. *Insurance.* The association shall have the power and authority to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the association, or who, while a director, officer, employee or agent of the association, is or was serving any entity at the request of the association, against any liability, asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the association would have the power to indemnify him or her against such liability under the provisions of this Article.

## ARTICLE VIII

### Miscellaneous Provisions and Definitions

SECTION 1. *Member/Members/Memberships/Owner.* The terms "owner" or "member" or "membership" as used in this document are meant to include said person per boat slip/membership.

SECTION 2. *Notices.* Whenever, under the provisions of these By-Laws, notice is required to be given, it is acceptable to be delivered by U.S. Mail or by Email. Any members who designate an official email with the association gives acceptance to email as their official communication. Likewise, whenever written notice is required from the membership, email may serve as official communication. It is expected that all Members will notify the BOD of any changes to their email.

SECTION 3. *Voting.* All voting, whether at the Annual Meeting, Board meetings, or for Special Assessments, may take place in person or via email at the Board's discretion. There are no proxies - each owner must vote for him/herself.

SECTION 4. *Emergency.* An emergency is defined as a situation requiring immediate action in order to maintain working order for Lightkeepers Marina or to avoid damage/additional damage. An example would be a flood, fire, or hurricane requiring immediate decisions and actions. Any/all board members are empowered to respond to an emergency situation immediately. Subsequent to any immediate action, said board member is required to notify the remainder of the Board and secure a majority approval to proceed.

SECTION 5. *Time is of the Essence.* This phrase in the context of these by-laws means that meeting a deadline is required. While it may not be an emergency situation, there are times when meeting a contractual date requires the Board to act swiftly.

SECTION 6. *Pet Policy.* Pets are allowed in all common areas except inside all pool areas. All pets must be leashed. Pet droppings must be picked up and disposed of in the marina dumpster only. No droppings are to be disposed of in the outdoor restroom trash cans, pool trash can, or trash cans inside any building.

SECTION 7. *Bicycles, E-bikes, scooters.* Bicycles are allowed on the property, and can be stored near the pool at the bike rack. No locking bikes up to the main walkway, pedestals, or fence. You may store a bicycle on your boat. No riding on the docks near any vessel, or up or down the ramps. Handi-cap scooters for the legally handi-cap are an exception.

SECTION 8. *Parking Policy.* Parking is limited to our current space and the following rules apply:

1. See parking disclosure page 35. Parking passes are available at the Marina ship store office. At all times, it is required that cars identify the slip they are occupying. Each owner is required to furnish their year, make, model and color of vehicle for identification. No parking in any spots with painted condominium numbers.
2. Prohibited Vehicles. At no time are there to be any RV's, Boats, or trailers in the Lightkeepers Marina parking lot. Golf carts, motorcycles, ATV's and any storage or staging of any vehicle for a period of time must be approved by the Dockmaster. Out of compliance vehicles get reported to the BOD.
3. Enforcement. The BOD, at its discretion, may fine and/or tow any vehicle that is out of compliance.

SECTION 9. *Pest Control.* The Dockmaster will maintain a pest control strategy at all times.

SECTION 10. *Access to Vessels.* Every owner shall surrender one key to the Dockmaster. The Dockmaster has the right to access any vessel and shall only access said vessel for the purpose of repairs/maintenance, pest control, or resolving emergency situations.

SECTION 11. *Laundry facilities.* There is coin operated laundry for you to use. Other individuals use this facility as well. Be courteous to your fellow boater. Unattended laundry will be taken out of the machine by the Dockmaster with no exceptions.

SECTION 12. *Pool.* The pool is a shared portion with our condo neighbors. No glass at any time. No exceptions. No unattended children. No diapers to be worn in the pool. Do not enter the pool if you have a runny nose or feel sick, or have cuts or abrasions. Outdoor restroom is for pool use.

SECTION 13. *Slips.* Each boat slip is a membership. You have a dedicated slip that is assigned for you to use in the marina. You do not own this dock area. This is not

real estate. You cannot alter it with any lights, railings, extensions, umbrellas, ETC. If you would like to add to the slip, just ask the Dockmaster. There are approved alterations. Expectations are to keep the finger pier and main dock clear of any clutter. Any chemicals, paints, solvents, rags, clothes, sawhorses, gas cans, propane tanks, dingy's, bikes etc. Must be kept clear from the docks at all times. Batteries must be disposed of properly. Any refuse, garbage, debris, oil, spirits, paint, sewage, flammable material or any other pollutants of any description that floats on the water of the marina may incur governmental fines, including the cost of cleanup, resulting from the actions of the Tenant shall be the sole responsibility of the Tenant.

SECTION 14. *Quiet Enjoyment.* No obnoxious or offensive activity shall be carried on in or upon the property of the Corporation, including Boat Slips, docks, piers, pilings, and Common Area nor shall anything be done which may be or may become a nuisance or annoyance to any Member, assignee, or lessee.

SECTION 15. *Houseboats.* No "Houseboats" as defined by the Board may be left in any Boat Slip without prior approval in writing from the Board of Directors of the Corporation. No unsightly, dangerous or otherwise undesirable boat may be left in the property of the Corporation without the consent of the Board and Dockmaster.

SECTION 16. *Water quality.* The cleaning of fish is allowed on your vessel only. Carcass's must be bagged and taken home. Fish cleaning on the docks or other areas shall be prohibited within the harbor so as to insure the quality of the water. No refuse, sewage, trash, oil, gasoline or other item may be released into the water of the Harbor. Federal fines issued for violation of this restriction shall be the responsibility of the Member(s), and will not be tolerated.

SECTION 17. *Timesharing, VRBO, AirBnB, etc.* Memberships are restricted and not for short term rental, VRBO, AirBnB, or commercial business use is not allowed. Live-aboard use is also limited and by approval of the LKM Board of Directors only. No Boat Slip or Membership, or boat located within the Lightkeepers Marina boundary, shall be sold, transferred, or held in any manner that would be construed as "timesharing", whether it would require registration with the South Carolina Real Estate Commission or not. No such sale, transfer or ownership that specifies the use of the property for specific or rotating periods of time or which could be construed to be "timesharing" or "interval ownership" shall be valid.

SECTION 18. *Boat lifts.* Boat lifts do have certain requirements to be within Lightkeepers Marina. Boat lifts need to have prior approval by the Board of Directors with measurements and pictures submitted.

### **Easements**

All of the property of the Corporation shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, footings, air condition compressors, gas lines, telephone, cable television and electric power lines and other public utilities as are of record in the Horry County Records, prior to the recording of this Declaration; and the Corporation shall have the power and authority to grant and establish upon, over and under and across all of its properties as described, such further easements as are requisite for the convenient use and enjoyment of such properties.

### **Governmental Regulation**

Because of the nature of the property and its location, that being a marina on a body of water, it is subject to regulation and control by various governmental agencies, including but not limited to, the US Army Corps of Engineers, the South Carolina Coastal Council, and its successor-the Office of Ocean and Coastal Resources Management of the South Carolina Department of Health and Environmental Control. The Corporation and the Members shall be bound to comply with all regulations and restrictions imposed on the property by such entities, including requirements as to water quality, periodic testing etc. now in effect as well as any new requirements that may be handed down.

**Approval of Sale, Transfer, or Lease**  
**Right of First Refusal**

Section 1: BOARD APPROVAL OF TRANSFER AND RIGHT OF FIRST REFUSAL. Subject to the provisions of Section 2 hereof, sale or transfer of a Membership to someone other than a Lightkeepers Marina member will be subject to prior approval by the Board, which may be withheld for any or no reason, at the complete discretion of the Board, which shall have absolute and final authority over this matter. Subject to the provisions of Section 2 hereof, in the event that any Member desires to sell or transfer his Membership, then the Membership shall first be offered for sale to the Corporation at the same net price and on the same terms and conditions at which the highest bonafide offer has been made for such Membership. The Member shall give the Corporation written notice of his desire to sell or transfer by registered mail, return receipt requested, and shall further advise the Corporation of the name and address of the person, firm or corporation making the highest bonafide offer, the amount and terms of such offer, and such other information pertinent to the offer as the Corporation may require. Within thirty (30) days after receipt of that notice, the Corporation may exercise its option to purchase the Membership. Should the Board fail or refuse within thirty (30) days after the receipt of the written notice to exercise its option, the Membership may then be sold or transferred at a price and upon such terms, not less than those for which it was offered to the Corporation. Any sale of any Membership by any Member to a person, firm or corporation making such offer shall be subject to all the terms, covenants, limitations and provisions of this Declaration and attendant documents.

Section 2: INTRAFAMILY TRANSFER. Any Member who is a natural person, may give, bequeath or permit his Membership to pass by operation of law to any Member of his immediate family -- spouse, child, brother, sister or parent -- without complying with the provisions of Section 1 hereof; provided, however, that such transfer must be approved by the Board of Directors, and such approval shall not unreasonably be withheld.

Section 3: LEASE. No Member shall lease his Membership rights without the express prior approval of the Dockmaster. All leases must be managed by the Dockmaster and the Member shall pay the established fee for such management service.

Section 4: PLEDGING. No Member may pledge or mortgage his Membership of any interest therein without the express, prior approval of the Corporation, except a first pledge or mortgage lien made to a bank or other person, firm or corporation to finance the balance of the purchase price of a Membership.

Section 5: EFFECTIVE DATE. The provisions of this article shall become effective upon the recording of this Declaration in the Horry County Clerk of Court's Office.

Section 6: TRANSFER VOIDABLE. Any sale, transfer, conveyance or lease of any Membership without complying with the provisions of this Article is voidable at the election of the Corporation.

Section 7: BINDING NATURE; ENDORSEMENT OF MEMBERSHIP CERTIFICATES. The provisions of this Article shall be binding upon and insure to the benefit of all the Members of the Corporation, their respective heirs, administrators, successors and assigns; and, as further evidence of the binding nature of these provisions, each certificate of Membership shall be endorsed as follows:

## **Procedure and checklist for slip sale and transfer of Memberships**

**\*This is not a real estate transaction.\***

**“LLC’s cannot be used to purchase our memberships.”**

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- Membership buy in, brokerage and transfer fee of \$5000.00 in check form. (Refundable if slip sale is not Board approved)
- Offer to purchase form. Page 30, 31 of Membership documents.
- Buyer personal information only. LLC’s are not personal, and cannot be used to purchase a Lightkeepers Marina membership. Page 36, 37.
- Original certificate of Membership from seller. (Must be the original showing name or names of current members.) If lost or destroyed, an affidavit of lost certificate must be submitted, notarized and filed with the marina office.
- Sign and understand the marina parking disclosure. Page 35.
- Buyer checklist signed and dated. This page.
- Board must review membership sale and approve by majority vote prior to closing.
- Membership slip settlement statement must be filled out and submitted to the marina office with a proposed date of closing along with a check made out to Lightkeepers Marina Inc, for pro-rata dues. A new membership certificate will be generated and sent to the buyer when completed.
- The buyer has reviewed, understands and acknowledges receipt of the following:

- Electronic copy of membership documents including the general rules and regulations, bylaws and covenants.
- Copy of marina parking disclosure.
- A cashier's check of the slip amount to the seller. If out of state, or the buyer cannot be present at closing, a wire transfer must be completed for ease and safety of each party.

- Review current rental management agreement and fees (if applicable)
  - Quarterly payment dues structure and late fees.

Buyer \_\_\_\_\_  
Dated \_\_\_\_\_

Buyer \_\_\_\_\_  
Dated \_\_\_\_\_

## LIGHTKEEPERS MARINA, INC.

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### \* \* General Rules and Regulations \* \*

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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, Lessees, 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), Lessees, 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 \_\_\_\_\_

## Rental Management Agreement

**Lightkeepers Marina Inc.**  
**4603 Lightkeepers Way**  
**Little River, South Carolina 29566**

**THIS MANAGEMENT AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
between (Member) \_\_\_\_\_, and Lightkeepers Marina Inc.

**WHEREAS**, Member is the owner of a membership in the Lightkeepers Marina Inc. which entitles him/her to the exclusive use of the above numbered boat slip;

**WHEREAS**, in accordance with the General Rules and Regulations of Lightkeepers Marina Inc., Member wishes to rent the above Boat Slip in the Rental or Non-Rental Pool and to allow Lightkeepers Marina Inc. to act as his rental agent in such transactions;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **I. TERM**

- A. This agreement shall run for a term of one year unless terminated as provided for herein and shall automatically continue on a month-to-month basis after the original time expires.
- B. Member of Lightkeepers Marina Inc. may terminate this agreement upon 30 days written notice and the member shall remain out of the rental pool for a period of one year.
- C. In the event this agreement is terminated according to the term set out in (B) above and if the slip is occupied by a vessel with the lease Lightkeeper's Marina Inc. shall have the option to move the vessel to a suitable slip. If Lightkeepers Marina Inc. does not exercise this option the member shall honor the existing lease in the applicable of management agreement. If a member sells his membership, this agreement is in affect with a new member until written notice is received.
- D. Members may begin participation in the pool on the first day of the month following a minimum of one month's advance notice unless the member slip is already leased, where by the participation will begin on the first of the month following a request to participate in the pool.

### **II. COMPENSATION AND RENTAL**

- A. Member agrees to pay to Lightkeepers Marina Inc. for its services under the agreement. Lightkeepers Marina Inc. shall collect all such rental, deduct there from the monies due to Lightkeepers Marina Inc. and forward to the member the balance based on the rental pool or non-rental pool terms. (See Miscellaneous)
- B. The parties agree that the fee to be charged by Lightkeepers Marina Inc. shall be 20% of the rental fee.
- C. Any transient or short-term rental (less than 2 weeks) the rental income generated by renting members slip, if in the rental pool or non-rental pool, shall

be paid to Lightkeepers Marina Inc. for the benefits of all members. Should the members electric power be used for any such rental the member shall be reimbursed at the current rate charged to either the renter or transient, if requested.

- D. Rental Pool Income Sharing- each rental pool member for each slip(s) participating in the rental pool, if the slip is vacant or occupied while participating will receive an equal share of the net income, (total income divided by the number of rental pool slips) Less the management fee due Lightkeepers Marina Inc. in each rental pool member shall receive an equal share of the rent, regardless of size of the slip or vessel in said slip. Non-Rental Pool income- each non rental pool member will receive the rental income from the slip, less the management fee due Lightkeepers Marina Inc. Changing "rental pools" at seasonal busy or slow times are not allowed. Non rental pool is a 1 or more year commitment.
- E. Prepaid rent- Prepaid rental income will be paid following the month for which that income is earned. The rental income received for the current month will be mailed to the members by the 10<sup>th</sup> of the following month. (see "C." above)
- F. Risk of Loss to Member- There is no assurance as to the amount of income to be received. Competition, high vacancy ratios, fuel costs or other factors may result in a substantial decrease in the amount of income. Increased cost of operations, limited or unavailability of insurance, casualty losses, member assessments and or other factors may cause an increase in the expense resulting in losses to the Member.
- G. Lightkeepers Marina incorporated shall reasonably attempt to collect rents, but offer no guarantee to be successful in this process.

### **III. MISCELLANEOUS**

- A. This agreement represents the full agreement between the parties, their respective heirs, administrators, successors, and assigns.
- B. This agreement shall bind and inure to the benefit of the parties, their respective heirs, administrators, successors and assigns.
- C. This agreement has been entered into under, and shall be construed according to, the laws of the State of South Carolina.
- D. Utility Service, all utilities service must be obtained in either the members name or the name of the lessee's name and either the member or lessee shall be responsible for payment of such services. Water service and refuse collection services are provided by Lightkeepers Marina Inc.
- E. Lease Termination, at the written request of a member, the Dockmaster will terminate a lease, with cause within 15 days from receipt of the request.

\*We do not give tax advice, and suggest you contact your CPA if not understood.\*

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the date and year first above written.

Member hereby desires to lease Slip# \_\_\_\_\_

By participating in the (\_\_\_\_\_) RENTAL POOL          (\_\_\_\_\_) NON-RENTAL POOL

Member/s/ \_\_\_\_\_

Lightkeepers Marina Inc.

Member/s/ \_\_\_\_\_

Dockmaster \_\_\_\_\_

SS# \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

NOTICE is hereby given to WITHDRAW from the rental pool, as per, Term, B. and C. of this agreement.

Member/s/ \_\_\_\_\_

Date \_\_\_\_\_

Dockmaster \_\_\_\_\_

**DOCKAGE LEASE AGREEMENT**

**SLIP #** \_\_\_\_\_

LIGHTKEEPERS MARINA, INC.  
4603 Lightkeepers Way  
Little River, SC 29566  
843-249-8660

THIS LEASE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Between (LESSEE) and LIGHTKEEPERS MARINA, INC. (LESSOR).

LESSEE(S) \_\_\_\_\_ / \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PHONE: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Boat Name \_\_\_\_\_ Reg Doc # \_\_\_\_\_

Ins. Co. \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Color \_\_\_\_\_ Trim \_\_\_\_\_ Fuel \_\_\_\_\_

1. The Lessor rents to the Lessee a boat slip located in the County of Horry, State of South Carolina, described as Dock \_\_\_\_\_ Slip # \_\_\_\_\_.
2. This AGREEMENT will run on a month-to-month basis or for \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Unless notice in writing is received 30 days prior to the lease expiration date above, this lease will continue on a month to month basis after the original time expires. Lessee covenants that upon the termination of this agreement, or any extension thereof, it will quietly give up possession of the premises.
3. Lessee agrees to pay a rent of \$ \_\_\_\_\_ per month. Any special conditions would be outlined in an Addendum. (Attached – YES / NO). Monthly rentals due under this lease agreement will be payable in full and in advance. Any rentals not paid within 15 days after the due date, which is the first of each month, will have a \$25 administrative fee imposed on their account. The lessee also agrees to pay \$50.00 for each dishonored check. The rent is payable to **LIGHTKEEPERS MARINA, INC.** at the above address. A 3.5% non-cash adjustment fee will be applied to all credit card transactions.
4. Lessee is required and hereby agrees to carry liability insurance coverage in the minimum amount of **\$500,000** during the time of the lease. **THE LESSEE will have PROOF OF INSURANCE on record at the marina office AND IS RESPONSIBLE FOR MAINTAINING INSURANCE COVERAGE WHILE AT LIGHTKEEPERS MARINA. ALL INSURANCE DECLARATIONS MUST BE SENT TO THE OFFICE PRIOR TO OCCUPYING THE LEASED SLIP, AND RENEWALS ARE YOUR RESPONSIBILITY TO KEEP THE OFFICE UP TO DATE AT ALL TIMES.**
5. Lessee is responsible maintaining their own electricity account with the local power company.
6. Lessor HAS the right to rent Lessee’s slip while Lessee’s boat is absent, provided the Lessee is reimbursed \$5.00 - \$7.50 for electricity if used by the short term renter. Rental and transient income is retained by Lightkeepers Marina, Inc.
7. The Lessor will have a LIEN against the above described BOAT, its appurtenances, contents and equipment for the following: a) any unpaid DOCKAGE or any other charges due Lightkeepers Marina, Inc. b) any damage caused by the boat, the Lessee or any Guest(s) to any dock, slip walkway or other property at Lightkeepers Marina, Inc. or Lightkeepers Village.
8. Lessor has the right to have the Lessee move his boat to another slip in the event the Member removes his slip from the rental pool, provided there is another boat slip of comparable size and at the same rental fee in effect at the time of the move. Notice will be given to the Lessee 30 days prior to such request to move.

9. This Lease is subject to a rate adjustment effective with 30 day notice.
10. Lessor has the right to disapprove any boat if its appearance or style is incompatible with the development concept of Lightkeepers Village. No commercial fishing boats or for hire boats are permitted. Live-A-Board boaters are required to apply for and seek approval of the Lessor. Only the Lessor may determine if a boater must apply for Live-A-Board status.
11. Within 15 days of written notice from the Dockmaster and with cause a Lessee's lease may be terminated.
12. Lessee DOES NOT HAVE the right to assign rent, lend or sublet his slip without the written consent of the Dockmaster. Lessee WILL NOT authorize any boat to tie at any dock without permission from the Dockmaster. Lease is assignable by Lightkeepers Marina, Inc. and assumable by any Lessor agent.
13. Lessor is NOT responsible for any losses or damages of any kind or nature incurred by any boat, its contents, gear or equipment while moored in any slip in Lightkeepers Marina, Inc. The boat, its owner or guest(s) is not under the care, custody or control of the Lessor. The lessee will carry insurance in the amount of \$500,000 to cover any losses.
14. Lessee will have aboard the boat as permanent equipment at all times an automatic bilge pump in good working order.
15. Lessee agrees to remove the boat from Lightkeepers Marina, Inc. upon notice in the event of an emergency. The Lessee authorizes Lightkeepers Marina, Inc. TO ACT FOR THE LESSEE AT THE LESSEE'S EXPENSE in the event the Lessee cannot be reached or if the Lessee fails to act. LESSEE WILL HAVE A SIGNED HURRICANE PLAN IN EFFECT AT ALL TIMES.
16. Lightkeepers Marina, Inc. is required by law to report any boat or vessel docked at the marina for more than **180 days** consecutive or cumulative in a calendar year.
17. Lessee and their guest(s) are to use the bathroom facilities at the SHIP STORE ONLY. Lessee and guest(s) are to use ONLY THE POOL BEHIND THE SHIPS STORE.
18. PARKING IS ONLY PERMITTED IN SPECIFIED MARINA PARKING AREAS. No boat trailers, motorcycles or recreational vehicles may be parked on Lightkeepers Marina, Inc., Lighthouse Point or Lightkeepers Village property. Marina parking is along the side of the pond and adjacent to the pool. DO NOT park in front of the condominiums.
19. Walking on the grass landscaping and between residences is prohibited. Please use access walkways only.
20. All pets must be on a leash, walked on the walkway only and pet waste must be cleaned up and removed by the Lessee / pet owner.
21. The only receptacle for trash and pet waste for Marina use is the dumpster located behind the pool. DO NOT USE the dumpsters at the condominiums. Large items must be hauled to the local dump, and is not the marinas responsibility to haul unwanted items. Boxes must be broken down. Used oil must be taken to a recycling center, not in/around the dumpster.
22. Lessee agrees to abide by these rules currently or as may be amended by Lightkeepers Marina., Inc. The GENERAL RULES and REGULATIONS that are attached hereto Lightkeepers Marina, Inc. WILL enforce.
23. A waiver of any provision of this agreement will not be deemed continuing and will not bar Lightkeepers Marina, Inc. or its agent from hereafter enforcing said provision.
24. The provisions of the Lease Agreement will be binding upon and insure to the benefit of the Lessor and the Lessee and their respective successors, legal representatives and assigns.
25. The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties. The following Lightkeepers Marina, Inc. General Rules and Regulations have been made part of this Lease before the parties execution hereof.
26. Accepted this date aforesaid by:

\_\_\_\_\_/\_\_\_\_\_  
 LESSEE (S) SIGNATURE

DATE: \_\_\_\_\_

LIGHTKEEPERS MARINA, INC. / AGENT \_\_\_\_\_

DATE: \_\_\_\_\_

PRO-RATED DAYS # \_\_\_\_\_ \$ \_\_\_\_\_ PLUS FIRST MONTH \$ \_\_\_\_\_ TOTAL OF \$ \_\_\_\_\_

Items received and or reviewed with Lessee:

Rules and regulations \_\_\_ Hurricane Plan \_\_\_ Insurance Requirements \_\_\_ Horry County Tax \_\_\_

**OFFER TO PURCHASE LIGHTKEEPERS MARINA, INC. MEMBERSHIP**

This is not a real estate transaction.

BE IT KNOWN, The undersigned \_\_\_\_\_ (Buyer), offers to purchase from \_\_\_\_\_(Seller/Member), the Membership of slip number \_\_\_\_\_ of Lightkeepers Marina, Inc. in Little River, in the County of Horry, State of South Carolina.

The purchase price offered is	\$ _____
_____	
Membership buy-in	\$ <u>      \$5000.00      </u>
Balance at Closing	\$ _____
TOTAL PURCHASE PRICE EXCLUDING MEMBERSHIP ASSESSMENTS	\$ _____

This offer is conditional upon the following terms:

1. This offer is subject to Buyer paying above purchase price, or Buyer obtaining a loan for no less than \$ \_\_\_\_\_ Dollars with a firm commitment thereto \_\_\_\_\_ days from the date hereof.
2. Said membership is to be sold free and clear of all encumbrances, by good and marketable Certificate of Membership, with full possession to said membership available to Buyer at date of closing or other mutually agreed date.
3. The parties agree to execute a Subscription for Membership agreement on the terms contained within and the closing of this offer is subject to the approval and acceptance of the Subscription for Membership by the Board of Lightkeepers Marina, Inc.
4. The closing shall occur on or before \_\_\_\_\_, 20\_\_\_\_, at the Lightkeepers Marina Ship Store, unless such other time and place shall be agreed upon.
5. Other terms:
  - This purchase is subject to a prorate portion of all leases participating in the rental pool:  
YES \_\_\_\_\_ NO \_\_\_\_\_

Dock boxes belong to lessees unless otherwise noted. Yes \_\_\_\_\_ comes with dock box when sold. No \_\_\_\_\_ does not come with a dock box when sold.
6. This offer shall remain open until 5:00 p.m. \_\_\_\_\_, 20\_\_\_\_, and if not accepted by said time, this offer shall be deemed rescinded and all deposits shall be refunded.

Signed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller/Member \_\_\_\_\_ Date \_\_\_\_\_

Agent of Lightkeepers  
Marina \_\_\_\_\_ Date \_\_\_\_\_

**Lightkeepers Marina**  
**4603 Lightkeepers Way**  
**Little River SC 29566**

## **Membership Settlement Statement**

Buyers Name: \_\_\_\_\_  
Date prepared: \_\_\_\_\_  
Membership number: \_\_\_\_\_  
Sellers Name: \_\_\_\_\_  
Anticipated closing date: \_\_\_\_\_  
Quarterly operation and dredge dues: \_\_\_\_\_  
Sellers dues are paid through: \_\_\_\_\_  
# of pro-rata days: \_\_\_\_\_  
Pro-rata amount due to seller: \_\_\_\_\_  
Next dues from buyer: \_\_\_\_\_

If the slip is in the rental pool/ non rental pool, the rent for the current month in which the sale is made will be paid to the seller. If the buyer continues in the rental system, a rental management agreement must be signed by the buyer. It will be the number of days in the selling month, plus 30 days before any rental income is payable to the new member.

Special assessments: \_\_\_\_\_  
Amount paid: \_\_\_\_\_  
# of pro-rata days: \_\_\_\_\_  
Pro-rata amount due to seller: \_\_\_\_\_

**Transfer and Membership buy in and processing fee of \$5000.00 must be paid to Lightkeepers Marina prior to any transfer separately. Any denied approvals, the buyer will get a full refund of the \$5000 that was made payable to Lightkeepers Marina.**

This settlement statement is furnished to determine the pro-rata share of membership dues and special assessments that may be collected and /or transferred at closing. The dues, transfer and membership buy in fee must be paid prior to the transfer of any membership. The check should be made payable to Lightkeepers Marina.

## SUBSCRIPTION FOR MEMBERSHIP AGREEMENT

\_\_\_\_\_, 20\_\_\_\_

RECEIPT IS HEREBY ACKNOWLEDGED OF THE SUM OF \$ \_\_\_\_\_.

From

\_\_\_\_\_

as a deposition account of the purchase price of the following described membership upon the terms and conditions as stated herein.

The undersigned hereby subscribe(s) to a membership in Lightkeepers Marina, Inc., a not for profit corporation organized and existing under the laws of the State of South Carolina, with its principal place of business in Horry County, South Carolina.

PURCHASE PRICE: \$ \_\_\_\_\_

### TERMS AND CONDITIONS OF SALE:

The membership for which this Subscription is tendered shall include the following:

- A. All rights and obligations of membership specified in the Declaration of Covenants, Conditions and Restrictions pertaining to the Corporation; and
- B. The right to the exclusive use of the boat slip described as \_\_\_\_\_ on the plan prepared by Lightkeepers Marina, Little River SC, for the docking of a vessel not exceeding one (1) foot less than the actual boat slip length with respect to all docks but "V" dock that requires a much larger variance;
- C. The right in common with all other members of the Corporation to the use of all of the property of the association, real and personal, including all floating docks, parking facilities, and all the improvements thereon; subject to the By-Laws, Rules and Regulations, and Declaration of Covenants, Conditions and Restrictions of the Corporation; and
- D. This membership shall after closing, be transferable, alienable, and descendable, subject to the By-Laws, Rules and Regulations, and Declaration of Covenants, Conditions and Restrictions of the Corporation; and
- E. The Purchaser acknowledges that the Board of Lightkeepers Marina, Inc. may decline to approve this Subscription for any or no reason and that this Subscription agreement is personal to the buyer named herein and may not be assigned; and
- F. At closing, the buyer shall pay his pro-rata share of the members' assessments or fees for the quarter in which the closing of the membership occurs.

Possession of said membership will be given purchaser on or before \_\_\_\_\_, 20\_\_.

Seller agrees to deliver membership certificate at time of closing.

This transaction shall be closed, the balance of the monies due shall be paid, and all documents signed by the parties hereto on or before \_\_\_\_\_, 20\_\_.

The deposit is to be held in escrow by the undersigned Agent pending closing. It is expressly agreed that upon the event of any default or failure on the part of the purchaser to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to said Agent not to exceed the commission due and the remaining portion of said escrow shall, at the option of the seller, be paid to the seller as liquidated damages.

The parties hereto further agree that this written contract expresses the entire agreement between the parties and shall be enforceable by either by specific performance, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Buyer acknowledges that the Agent made no written or oral representations regarding projected income, tax advantages, or economic benefits from rentals, rental arrangements, or other economic benefits to buyer; except that buyer may rent the boat slip if he/she wishes, and that no amount of income from the membership is promised or guaranteed.

Buyer agrees that (s)he has inspected and is satisfied with the condition of the boat slip and understands that (s)he is purchasing the membership for the aforementioned boat slip "as is" and that Seller makes no warranties as to the condition of the slip and/or its water depth, express or implied. Purchaser also agrees that Lightkeepers Marina, Inc. is to be responsible for the maintenance of the boat slip and any future dredging that might be required.

This contract shall be binding on both parties, their principals, heirs, personal representatives, or assigns.

Additional terms and conditions of sale, if any:

Description of new member's boat if applicable at this time:

NAME \_\_\_\_\_ REG/DOC \_\_\_\_\_ INS. AGENCY \_\_\_\_\_

BOAT I..D. NO. \_\_\_\_\_ INS. CO. \_\_\_\_\_

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ LENGTH \_\_\_\_\_ BEAM \_\_\_\_\_

DRAFT \_\_\_\_\_ COLOR \_\_\_\_\_ TRIM \_\_\_\_\_

The undersigned jointly and severally agree to purchase the above-described membership on the terms and conditions stated in the foregoing instrument.

WITNESSES:

PURCHASERS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

PHONES:

Work: \_\_\_\_\_ Home: \_\_\_\_\_

The undersigned jointly and severally agree to sell the within described membership to the above-named purchaser on the terms and conditions stated in this contract.

WITNESSES:

SELLER:

\_\_\_\_\_

\_\_\_\_\_

AGENT:

\_\_\_\_\_

This is a legally binding contract. If not understood, seek further advice.

## **Marina Parking Disclosure**

1. Fifteen (15) spaces adjacent to the pool are owned by Lightkeepers Marina, Inc., and their use is shared with the two Lightkeepers Village homeowners association by agreement subject to modification and/or termination.
  
2. Twenty four (24) spaces adjacent to the pond and Ships Store are owned by Lightkeepers Marina, Inc. and are shared with the two Lightkeepers Village homeowners associations by agreement subject to modification and/or termination.
  
3. Twenty (20) spaces adjacent to the drive in front of Buildings 9 and 10 are owned by the Yacht Club at Lightkeepers Village Homeowners Association, Inc., and the shared use with Lightkeepers Marina, Inc. Members and their boat slip lessees is by easement.

\_\_\_\_\_

Member Signature

\_\_\_\_\_

Date

**Personal Information**

Lightkeepers Marina, Inc.  
4603 Lightkeepers Way  
Little River, SC 29566

Slip # \_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Spouse's Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

# of Years boating and type of boats

\_\_\_\_\_

\_\_\_\_\_

Business Information

Occupation and/or nature of business or profession

\_\_\_\_\_

Name Of Company \_\_\_\_\_

Title \_\_\_\_\_

Business Address

\_\_\_\_\_

Business Phone \_\_\_\_\_

Email \_\_\_\_\_

Spouse's Occupation Or Profession

\_\_\_\_\_

Reference Information

Primary Bank Name Of Institution

\_\_\_\_\_

Branch Location \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Credit Reference (1) \_\_\_\_\_

Phone \_\_\_\_\_

Credit Reference (2) \_\_\_\_\_

Phone \_\_\_\_\_

Personal Reference (1) \_\_\_\_\_

Phone \_\_\_\_\_

Personal Reference (2) \_\_\_\_\_

Phone \_\_\_\_\_

Signature Of Applicant \_\_\_\_\_

Date \_\_\_\_\_

## **ARTICLE IX**

### **Amendment of By-Laws**

SECTION 1. *Annual Review.* The By-Laws committee shall review the by-laws annually and make a recommendation on the need for amendment. Each review date shall be noted at the end of this document.

SECTION 2. *Amendment Process.* These by-laws may be amended as needed in the following manner:

1. Notice of the subject matter of a proposed change shall be included in the notice of any meeting at which a proposed amendment is to be considered.
2. A resolution for the adoption of the proposed amendment (or changes thereto) shall be presented to the meeting of the members. Each proposed amendment may be voted on individually.
3. No amendment shall be effective unless it is approved by 51% of Members.
4. Any and all by-law revisions in a given calendar year shall be recorded according to SC law.

## **ARTICLE X**

### **Conflicts**

SECTION 1. *Conflicts*. In the event of any conflicts between the provisions of the Master Deed, these By-Laws, and the standing laws of SC, SC Law shall first control, followed by the Master Deed.

#### **BY-LAWS REVISION HISTORY:**

Adopted: May, 1977

Revised: January, 1992

Revised: January, 2013

Revised: October, 2016

Revised: October, 2017

Revised: October, 2019

Revised: October, 2020

Revised: October, 2022

Revised: September, 2025

Revised: October, 2025

Revised: May, 2026

