

# LAKEPORT DOCK RULES

THE LAKEPORT DOCK AREA IS PROVIDED TO LOT OWNERS AND THEIR ACCOMPANIED FAMILY MEMBERS AND GUESTS PRIMARILY AS A FACILITY FOR THE DELIVERY OR RETRIEVAL OF PASSENGERS FROM WATERCRAFT. ANY USE OF THE DOCK OR FACILITY THAT PREVENTS OTHER MEMBERS OF THE ASSOCIATION FROM USING THE FACILITY FOR THESE PURPOSES IS PROHIBITED. ACCORDINGLY, BOATS ARE ONLY TO BE MOORED AT THE FACILITY DURING NORMAL OPERATING HOURS AND THEN ONLY FOR PERIODS OF SIXTY (60) MINUTES OR LESS. THE MOORING OF A WATERCRAFT FOR PERIODS OF MORE THAN SIXTY (60) MINUTES OR IN A MANNER THAT PREVENTS OTHERS FROM PICKING UP OR DROPPING OFF PASSENGERS IS STRICTLY PROHIBITED. OVERNIGHT MOORING IS ALSO PROHIBITED.

WHO CAN USE THE DOCK The dock areas and gangway are only available for use by Members of the Association, their resident tenants who are above the minimum age set out herein or the accompanied guests of either. A Member (or authorized tenant) must at all times be present at any time that their guests (and/or the watercraft of a guest) are at the dock. A family member or tenant must be at least sixteen (16) years old in order to be authorized to use the dock or to accompany a guest at the dock. Anyone under the age of sixteen (16) must be accompanied by a Member, a tenant or the family member of either, who is least eighteen (18) years old.

NORMAL USE OF THE DOCK AND RESPONSIBILITY OF MEMBER FOR THEIR TENANTS FAMILY MEMBERS AND GUESTS. No Member, tenant or the family members or guests of either may use the docks in any manner that creates a nuisance to others, including adjacent property owners, or that would prevent or impede the proper use of the facility by any other authorized member, tenant or the family members or guests of either. Members who authorize their family members, tenants or the guest of either to use the dock or to use watercraft near the dock shall at all times bear full responsibility for the actions of such family members, tenants and guests. The Association may levy an Assessment for Non-Compliance in an amount that it deems appropriate against the Lot of a Member for any disregard of or infraction of these Regulations by that Member or by that Member's tenant or the family members or guests of either. The use rights for the facility may also be suspended or revoked for such an infraction. NORMAL HOURS OF OPERATION FOR THE DOCK FACILITY (DELIVERY AND RETRIEVAL OF PASSENGERS AND THE SHORT-TERM MORRING OF WATERCRAFT FOR SIXTY MINUTES OR LESS IN A MANNER THAT ALLOWS OTHERS THE USE OF THE FACILITY) are 8:00 AM to 9:00 PM. While pick up from the dock may occur outside of these hours, excessive noise (that can be heard outside of the facility boundaries) may not be created by any party or watercraft. No personal possessions should be left at the dock or dock area while unattended and in no case shall the use or placement of such items prevent the use by the members of the facility for purposes outlined herein.

PARKING No vehicles, whether occupied or not, may be parked on any vacant Lot, Common Area, on any roadway near the dock, simply for the purpose of using the dock. The area near the facility is not designated as a parking area for use of the dock or your watercraft. All vehicles dropping off individuals must be immediately removed from the dock area.

NO WAKE AREA Members, tenants and the family members and guests of Members and Tenants should at all times be mindful of the fact that the wake from a boat may cause injury to individuals located on or near the dock and in watercraft near or at the dock. Whether prohibited by any governmental authority having jurisdiction over such matters or not, the operation of any watercraft above near idle speed and or in a manner that creates wake that causes wave action against the docks greater than that allowed in a posted "NO WAKE" zone is strictly prohibited. Members who use the dock or who use watercraft near the dock (or who authorize their family members, guests or tenants to use the dock or to use watercraft near the dock) shall at all times bear responsibility for the actions of such family members, guests or tenants.

**NO SECURITY PROVIDED; INSURANCE LIMITATIONS** The Association provides no security for watercraft and other personal items while they are located at the dock or in the immediate area surrounding the dock and owners who place their watercraft or personal property at or near the dock do so at their own risk. Each owner of a watercraft is required to provide their own insurance against all loss or casualties and the injury of their guests while on the dock or their watercraft. The Association provides liability coverage and property and casualty coverage for the facility only, not for your watercraft or your personal possessions while at the facility. Neither the Association, the Developer or any Management Company assumes any responsibility or liability for loss or damage of any kind to the watercraft or possessions of any user of the facility or their guests, including, but not limited to, weather, fire or theft, or for personal injury of the guests of a Member while on their watercraft.

**REPAIR OF DOCK AND PROPER CLEAN UP** The Association shall assume responsibility for the normal maintenance of the facility, other than damage or deterioration that results from the improper or careless use of the facility by a Member, their family member, tenant or the guest of either. A Member is responsible for policing the area around the dock during and after use and for removing all items that they brought to the facility, including trash, prior to their departure from the facility. A Member is responsible for making certain that at all times their watercraft is properly secured at the dock in a manner that does not allow it to impact the dock under normal conditions or in times of rough water. It is the responsibility of a Member to regularly inspect their watercraft and to make certain that it remains properly secured to the dock. A Member is directly responsible for any damage to the dock or to any other portion of the facility that may be caused by their use of the facility, but more specifically by the improper use of the facility by their family members, tenants or the guests of either. A Member is required to report any damage to the facility (whether caused by them or not) and any normal deterioration to the dock or problems in the dock area that they observe (that may be the responsibility of the Association) to MJS Inc., the management company (803) 743-0600.

**FISHING** While fishing at the facility is allowed, at no time may fishing related activities hinder the use of the facility for the purpose of mooring boats or the pick up or drop off of passengers by watercraft.

**SMOKING** Due to the flammable liquids and other materials stored on and near watercraft, smoking of any type is prohibited. Cigar/Cigarette butts, trash and other forms of debris shall not be deposited on the ground or any other areas surrounding the ramp or docking facility or in the lake.

**NO SWIMMING MEMBERS AND THEIR ACCOMPANIED GUESTS WHO CHOOSE TO SWIM AT THE FACILITY DO SO AT THEIR OWN RISK. DIVING FROM THE DOCK IS EXPRESSLY PROHIBITED!**

**GLASS CONTAINERS** are not allowed on the dock. Only plastic or aluminum containers are allowed.

**EXCESSIVE NOISE, RADIOS AND MUSIC** Noise shall be kept to a minimum, as there are homes adjacent to the facilities where other lot/home owners may be disturbed. This shall include the revving of boat engines, especially those equipped with through-hull exhaust systems.

**FLOATS AND OTHER WATER TOYS** may not be stored, used or kept in a manner that would impede the proper use of the facility by any authorized user or their guests.

**PLEASE NOTE\*** The Board of Directors may revoke the use privileges of any Owner(s) for a specified period of time for non-compliance with any of the published rules for the facilities, regardless of whether or not such action is a negligent, deliberate or willful act. Any and all penalties will be determined by the Board of Directors for these acts or behavior or for any act of misuse or vandalism by a homeowner, their family member or a guest of a homeowner. A sponsoring Owner shall be responsible for all of the actions of their tenants and for their or their tenants family members and guests while at the facility and that owner may lose their privileges (or the privileges for their entire family) or be asked to compensate the Association for any damages, resulting from their acts or from the acts of their tenants or the actions of the family members or guests of either.