



## **RULES AND REGULATIONS**

**The purpose of the Rules and Regulations is to:**

- Provide a positive social and recreational boating experience
- Adhere to the strictest levels of boating and marine safety
- Maintain the highest water quality standards as possible through the protection of the surrounding wetlands
- Comply with local, state, and federal laws
- Protect owners' property values
- Provide homeowners, boat owners, and their guests a beautiful and safe place to boat, play and enjoy life

**Heritage Plantation Owners Association, Inc. (HPOA) issues these rules and regulations for the safe and enjoyable utilization of the Heritage Plantation Marina and Marina associated facilities.**

### **1. Laws, Rules and Regulations**

All pertinent Federal, state, and local laws, rules and regulations pertaining to marine safety, communication, sanitation, pollution, fire, and navigation are applicable within the Marina, and its approaches. By way of illustration, these include but are not limited to, the Inland Navigational Rules Act of 1980, and the Rules and Regulations of the Coast Guard, DHEC, FCC, and South Carolina Wildlife and Marina Resources Commission.

### **2. Hold Harmless**

Anyone visiting the Marina does so at their own risk. The Marina assumes no liability for loss of property, personal injury, or any other liability arising out of the use of the Marina and its facilities. To the fullest extent provided by law each user of the Marina agrees to indemnify the Marina and hold the Marina harmless from any liability. The HPOA assumes no risk on account of fire, theft, acts of God, or damages of any kind to any vessels.

### **3. Insurance**

All Licensees of the Marina shall maintain insurance in force and good standing on the vessel moored in the slip. The insurance shall provide comprehensive liability coverage with limits of at least three hundred thousand dollars (\$300,000.00) per occurrence. Licensees shall provide the Dockmaster with documentation that such insurance is in force. Prospective licensees shall provide proof of insurance coverage before the boat space license agreement is signed. Failure to have comprehensive liability insurance with the limits stated above will be cause for termination of moorage privileges.

### **4. Access**

Access to the floating docks shall be limited to boat owners, operators, their employees, guests, immediate family and those entering with approval of the Dockmaster. All children under the age of twelve (12) shall be accompanied by an adult when accessing the docks and/or the gangways; and shall properly wear a personal flotation device (PFD). At no time should anyone (especially young children) climb or attempt to sit on the wooden railing around the deck or along the walkway to the deck. The swift river currents present a significant risk of serious injury or fatality for anyone falling from the deck. Supervising adults must remain vigilant and responsible for children at all times.

## **5. Swimming**

Swimming is prohibited within the Marina or near the docks of the Marina. Non-swimmers and children under the age of twelve (12) shall wear personal flotation devices (PFD) when leaving the areas protected by safety railing and entering Marina floating facilities or facilities extending over water. The Marina and the Heritage Plantation Owners Association assumes no responsibility for accident or injury which may result from failure to comply with this rule.

## **6. Approaching Marina**

All vessels approaching or within the Marina area must be operated in a safe and prudent manner. No vessels upon the waters of the Marina, entrance channel, or other places so posted shall be allowed to travel at any speed that creates any wake or interferes with the operation of another vessel.

## **7. Subleasing**

Subleasing of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another slip/space is not permitted. No slip/space licensee shall allow any vessel other than their own to occupy the slip/space granted him/her under the terms of the ***Boat Space License Agreement***.

## **8. Availability**

If there are more requests for spaces than are available, then waiting lists will be established: one for Heritage property owners and; one for others, with Heritage property owners having first priority in order of the date of request, and size of available dockage.

## **9. Liveaboards**

Must be approved by Dockmaster. The policy regarding the total number of live aboard vessels and boaters allowed is held by the Dockmaster and incorporated herein by reference.

## **10. Cleanliness of Vessels**

Vessel exterior must be kept in a shipshape condition at all times.

## **11. Discharge, Sanitation, and Garbage**

Discharge of sewage, oil laden bilge, solid refuse or any other pollutants into the waters of the Marina is strictly forbidden. The vessel owners shall be directly responsible for the cost of cleanup related to direct discharge of sewage, oil, fuel, refuse or any other pollutant to the waters of the Marina. During the normal course of pumping the bilge of a vessel, if an oil residue is detected with the effluent, the pumping shall stop immediately and the Dockmaster be notified. Prior to commencing pumping, the oil must be separated and removed from the bilge water in its entirety. The disposal of the oil and other residue must be in compliance with all local, state, and federal rules and regulations that govern such action. Any oils or residue from maintenance or repair is also subject to these same rules. At no time shall oil, fuel, solvents, inflammable liquids, filters, any petroleum products, or their containers be placed in the Marina trash receptacles or dumpsters.

## **12. Marine Sanitation Devices**

All vessels within the Marina fitted with Marine Sanitation Devices shall be in compliance with applicable Federal, State, and USCG requirements applicable to these devices.

## **13. Trash Removal**

Garbage, refuse or waste shall not be thrown or otherwise disposed of into the Marina's waters. All garbage and waste shall be placed in containers supplied for that purpose.

## **14. Storage on Docks**

Gear storage lockers to be used on docks, including their location on the docks of the Marina, must be approved by the Dockmaster. Boat owners shall not store or place supplies, bikes, equipment, dinghies, skiffs, surf boards, accessories, or materials or debris of any kind on floating or permanent docks or walkways approaching such docks or the boat ramp. Boat owners shall not construct or place any form of lockers, chests, storage cabinets or similar structures on the docks or walkways.

## **15. Fires and Dangerous Conditions**

The use of or setting off any kind of fireworks on the docks or within the Marina property is prohibited. Boat owners will immediately correct any dangerous or hazardous condition on their vessels or caused by their vessel upon notifications of said conditions by the Dockmaster. No fueling of boats in their slips will be allowed without Dockmaster approval and/or oversight.

## **16. Maintenance Work Within Slips**

The extent of maintenance or repair a boat owner may perform, or have performed, on their vessel while within a slip shall be at the sole discretion of the Dockmaster. Outside contractors must carry appropriate liability and other insurance.

## **17. Utility Outages**

The Marina shall not be responsible for electrical or water interruptions or outages or the result of damages there from.

## **18. Signs and Advertising**

No "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without permission of the Dockmaster. Similarly, the boat owner shall not affix or attach by screws, nails, bolts, or any other object, any article, fixture or equipment to the docks without prior written permission of the Dockmaster. Neither the vessel's nor the Marina's address shall be used for business.

## **19. Slips**

Owners of vessels leaving for an extended period are requested to notify the Dockmaster who reserves the right to license all slip/spaces when vacant. Transient vessels occupying an absent boat owner's slip/space are required to move from said slip/space, when requested by the Dockmaster, and the Marina reserves the right to move said transient vessel without notice.

## **20. Emergency**

In the event that an emergency has occurred during the boat owner's absence, the Marina reserves the right but not the responsibility to take action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of the Marina. Boat owner agrees to reimburse the Marina for any and all costs it incurs on behalf of owner's vessel in emergency situations.

## **21. Launch Ramp**

The launch ramp is for the exclusive use of Wet Slip license holders; Heritage Plantation Property Owners Association members or guests of those members and must be accompanied by those said members. The policy regarding the use of the courtesy dock is herein incorporated by reference.

## **22. Delinquent Accounts**

Payment not posted to an account within 20 days of the due date will incur a **\$25.00** late fee per month, until the fees have been paid in full. In addition, a **\$15.00** collection fee will be assessed when a late notice is required. Delinquent account exceeding ninety (90) days will be forwarded to the Association's Attorney for collection. This action **will** incur additional charges, for which the licensee will also be liable.

## **23. Destruction of Property**

No one shall willfully injure, break, remove, tamper with any part of any vessel in the marina, nor shall any person climb into or upon any vessel without the consent of the owner, unless in performance of official duties or to protect life and/or property. Violators will be prosecuted to the full extent of the law.

## **24. Behavior**

Behavior which disturbs or creates a nuisance for others in the Marina is not permitted and the Dockmaster, at their discretion, may require the individual(s) immediately to leave the premises.

## **25. Noise**

Noise shall be kept to a minimum at all times. Boat owners, crews, or visitors to the Marina shall use discretion when operating engines, machinery, equipment, radios, and televisions so as not to create a nuisance or disturbance.

## **26. Pets**

Pets shall be on leash at all times in accordance with South Carolina leash laws.

## **27. Vehicles on docks**

Riding or parking of bikes, skateboards, scooters, or any motorized vehicles on the docks is prohibited except for those necessary for ADA needs or when approved by Dockmaster.

## **28. Marina Property**

No property or furniture belonging to the Marina shall be removed from the premises, or moved from its designated area, without prior approval from the Dockmaster. The Association member/boat owner will be charged for any loss, damage, or breakage of Marina property for which they and their dependent, guest or visitor is responsible.

## **29. Boat Space Rental Agreement**

The *Boat Space License Agreement* and the terms and conditions stated therein are incorporated herein by reference.

## **30. Dry Storage Facility**

The Heritage Marina Dry Storage Facility is primarily a boat storage facility for Heritage Plantation homeowners and resident boat owners on a “first come, first served” basis. The dry storage facility is available to nonresident boat owners who engage in an annual prepaid contract to license a wet slip. Recreational vehicles (RV) owned by a Heritage Plantation homeowners and residents may be stored in the Marina dry storage facility only with the permission of the Dockmaster, when dry storage spaces are otherwise vacant. License’s contracts for RV’s in dry storage may be canceled by the Dockmaster with no less than thirty (30) days notice to make space available for Heritage resident boats or a qualifying non-resident’s boat/trailer. The policy regarding priority for using slips/dry storage is held by the Dockmaster and incorporated herein by reference.

## **31. Marina Social Activities and Events**

Marina social activities and events are addressed in a separate Heritage Plantation Marina ***Deck & Dockhouse Usage Policy*** which is incorporated herein by reference. While most of the above rules and regulations pertain to the boating license (members) of our community, rules relating to personal liability and conduct while at the marina equally apply to all association members and their guests.

## **32. Change of Rules and Regulations**

The HPOA reserves the right to amend or make additions to or deletions from the ***Rules and Regulations*** from time to time. Notice of said changes shall be by mailing of one copy of such changes of modified Rules and Regulations to the boat owner at the address given on the ***Boat Space License Agreement***. The Dockmaster shall also give the right to temporarily amend or suspend any of these rules when there is a danger to the safety of lives and/or property.



## **Deck & Dockhouse Usage Policy**

### **Preface**

The Heritage Marina consists of three basic elements:

1. Docks, boat slips and dry storage area are for boaters renting those facilities
2. Permanent building (dockhouse): housing the Dockmaster's office, restrooms, laundry room and a small lounge area
3. Party deck expanded and furnished by Marina Committee and volunteers in 2006

### **Note**

Dock and boater issues are addressed in the *Marina Rules and Regulations* document revised November 2023. This policy addresses usage of the party deck and the dockhouse facilities.

### **General Policy**

The marina is a major asset of the Heritage Homeowners Association. As such, it is for the enjoyment of all. It is recognized however, that if it were not for the boating community within the association membership, there would be no need and little support for the marina and it would not be cost effective. The expanded party deck is the product of our members (largely within the boating community) expending countless hours of volunteer labor and talent to maintain and improve the facility.

### **Exclusive Use**

Because the deck belongs to everyone, it is not available on an exclusive basis for large parties, functions or events except as described below.

- **Exceptions:** Publicized community wide parties and functions sponsored by the Club Committee or the Marina Committee may be planned for the entire deck space. Space limitations will be considered in determining the number of homeowners (and their guests) allowed to sign-up for these events. Boat owners and their guests will always have access to their boats.
- **Dockhouse:** Due to fire code restrictions and security concerns this space is not available for private functions other than as listed under Exceptions above.

### **Guests**

When accompanied by association members, non-member guests (family, friends, etc.) are welcome. The deck is not available for large outside groups (i.e. office parties, service clubs, wedding receptions, etc.) even if sponsored by an association member.

### **Important Warning**

At no time should anyone (especially young children) climb or attempt to sit on the wooden railing around the deck or along the walkway to the deck. The swift river currents could result in serious injury or death for anyone falling from the deck. Supervising adults must remain vigilant and responsible for children at all times.

### **Dock Access**

Only boat owners and their guests are permitted on the docks where the boats are moored. See ***Marina Rules and Regulations*** document dated November 2023.

### **Deck Furnishings**

Grills, chairs, tables, heaters, etc. are available to all homeowners on a first come, first served basis. They may not be reserved or otherwise designated as “saved” in advance.

### **Courtesy**

For the enjoyment of all community neighbors using the deck, respect and courtesy is required at all times. Everyone must clean up after themselves to leave the area at least as clean as they found it. Grills are to be cleaned by each user. Trash must be properly disposed of. Nothing may be thrown in the river. Smoking is allowed but never in the dockhouse and only in areas of the deck where the smoke will not be offensive to others. Loud music or other noise (especially after 10PM) is to be avoided in consideration of neighboring homeowners.

**This policy supersedes any previously issued policy or rental agreement documents pertaining to the above. The HPOA reserves the right to change, amend or modify this policy at any time. Notice of such changes will be recorded in the minutes of the Board of Directors, maintained with the Association’s permanent records and published with the Marina Documents on the Heritage website.**

## **Severe Weather and Hurricane Plan**

**THIS GUIDE** is to provide the boat-owners of Heritage Plantation Marina with an understanding of the suggested planning and action they need to do and action they need to take to protect their boat investment and the investment of other boaters and homeowners at the Heritage Plantation Marina.

- **THE DOCKMASTER** will acquire available information from official reporting sources concerning pending hurricane or severe storm conditions which could impact the Marina. He will be the “control center” for notifying boat owners and volunteers that emergency actions should be implemented as quickly as possible.
- **PREPARE** in advance a checklist of things needed to secure your boat. Assemble the equipment and supplies and keep them together. This planning should also include the designation of a knowledgeable person who is able to take the necessary actions, in the owner’s absence, to protect your boat and others and the Marina.
- **BOATS WITH TRAILERS** When pending severe conditions are reported by the Dockmaster, boats with trailers will have to be taken out of the water and placed in the dry storage area. If you are not available to remove your boat, please make arrangements to have it removed.
- **TIE** the boat and trailer securely to ground stakes; secure using heavy duty line.
- **STRIP** boat of all moveable equipment including electronics and boat covers. Rain water in the hull and soft tires on the trailer will reduce its vulnerability to high winds.

### **Securing the Boat in the Water**

- **DOCK BOXES** need to be secured adequately.
- **RELOCATE YOUR BOAT** if possible (Category 02 or above) to a hurricane hole. You may be directed to move to another available dockage in the marina by the Dockmaster.
- **TIDES** will be higher than normal. Keep this in consideration.
- **WIND DIRECTION** reverses itself in a hurricane. Secure your boat for all directions.
- **LINES** of adequate condition, length and size should be available. More is better. Double-up.
- **CHAFING GEAR** should be used for all lines to protect them from contact points such as chocks or over the side of the boat against the rail. Use canvas, cloth, garden hose, anything.
- **FENDERS** should be used abundantly and be adequately sized, and fastened securely to the boat or dock.
- **BATTERIES** should be kept fully charged to handle rain water. Keep bilge pumps in good working order. If a hurricane strike is expected, the power to the marina and thus to a battery charger, will be cut off.
- **STRIP** boat of all movable equipment such as canvas, sails, dinghies, electronics and antenna, cushions, and lash down anything you cannot remove.
- **SEAL** all openings to make the boat as watertight as possible.

**Once your boat is secured, leave it and do not return during the expected/forecasted storm conditions. Under NO circumstances should you “ride out” the hurricane on your boat at the Marina.**

The Heritage Plantation Marina Dockmaster is in charge of the implementation of this plan. In addition, there is a group of “volunteers” ready to assist you with your boat. But please recognize that these volunteers are also assigned to securing other Marina assets; that they are also concerned about their personal boats, their property and their families’ safety.

**Please plan early and responsibly.**

### **Severe Weather Plan for Docks**

- Secure all loose materials.
- Disconnect all power cords (put in boats) and water hoses from boats.
- Cut power and water to dock if necessary.
- Space and secure all boats remaining at dock (owners will need lots of heavy line).
- Secure identification tag to all boats.
- Photograph dock and boats.
- Evacuate all persons from marina area (category 2 or above).

### **Severe Weather Plan for Dry Storage**

- Tag all boats and trailers.
- Secure all loose material.
- Disconnect power and water.
- Secure all boats and trailers to ground with stakes (category 2 or above-owners will need extra line for staking).
- Photograph all boats for insurance purposes.

### **Severe Weather Plan for Deck**

- **Bar Stools** – Tie to railing
- **Tables** – Tip over and tie to railing
- **Umbrellas** – Store in washer/dryer room
- **Patio Furniture** – Tie to railings
- **Cushions** – Store in washer/dryer room
- **Park Benches** – Tie down
- **“Crow’s Nest” Swing** – Remove and tie down
- **Carts and Trash Cans** – Remove and tie down
- **Gas Grill** – Cover and tie to railing
- **Windows** – Tape (Category 02 or above)
- **Dockhouse** – Remove all records, computer equipment, stereo, etc. (category 2 above)
- **Photograph** – Preparations for insurance purposes