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MORGAN'S COVE **GUIDELINES FOR DOCK OWNERS**

1. **Dock owners and their tenants must provide the management office with the updated annual insurance coverage of their craft!**
2. Dock owners and slip renters shall keep the dock spaces and boats moored therein in a neat, clean and orderly condition. Lines, hoses and cords shall be kept clear of the main dock and stowed so as not to be a trip hazard. The use of docks to perform maintenance activities or for storage of any article overnight is prohibited. Slip occupants may use the pier adjacent to such slip for brief storage of items, provided that such storage does not deprive other slip occupants of the normal use of their slip or vessel. Nothing may be stored or installed on the main stems or finger piers of the floating docks or outside the dock boxes at any time. Old batteries should be exchanged at the time of purchase of replacement battery. They are not to be left on the dock or in the trash can area.
3. All docks shall be kept and maintained so that they are uniform in structure, form, appearance, and style with other private docks within the development. No changes, alterations, modifications or additions to any dock shall be permitted without approval in writing from the association. **Electrical and water capability is not to be modified on an individual slip basis. Request for modification should be submitted in writing with a description of the proposal to the Morgan's Cove Association Manager.**
4. No commercial use can be made of any private dock. No commercial vessel can be moored in a private dock.
5. All vessels berthing in the docks must be maintained in a seaworthy condition at all times.
6. A moored boat cannot exceed the length of the dock by more than 6 feet; this length is to include the swim platform and bowsprit. Request to exceed this length must be approved by the Morgan's Cove Association.
7. No parallel parking (rafting) of boats, crafts or vessels within the slip.
8. Two vessels may be moored along side at the finger pier (fore and aft) as long as they don't exceed the length limit of the slip.
9. **Private boat docks cannot be rented to boat owners who intend to live aboard. Owners of boat slips are not constrained by this provision once approved by the Morgan's Cove Board and Morgan Creek Harbor Association (MCHA) Board, and are required to follow the guidelines for maintaining their area.**
10. All lights used aboard vessels and visible outside the vessel shall be of moderate intensity and shall be focused in such a fashion as to prevent appreciable glare in the harbor basin. Use of spotlights is prohibited except for periods not to exceed five minutes while berthing. No spot light shall be directed into another vessel or at buildings ashore.
11. Private docks are attached and shall be conveyed with said lots and may not be severed, partitioned or in any manner divided or conveyed separately from said lot. The owner of the dock may enter into a rental agreement with another vessel. Renters are required to follow the guidelines. Responsibility for assuring compliance is with the owner of the dock. The Management Company is to be provided a copy of the rental agreement, emergency contact information of the rental guest and copy of the insurance for the craft (see attached contact information form).
12. Repairmen, contractors or others working on the boat owner's behalf shall be governed by all guidelines of the association.
13. No hanging of laundry or clothing of any type shall be allowed on the wharfs, dock facilities, boat slips, or boats.

14. No firearms or fireworks shall be discharged or used on the wharfs, docks boat slips or boats.
15. **Parking of cars for boat owners and renters must comply with covenants. This means no street parking around easements. Owners who rent their slips are responsible for making arrangements with their rental owners for parking their cars.**
16. **Areas around docks are for parking golf carts, golf carts cannot be permanently left in these spaces. No charging of Golf carts should be done at the dock site. No cleaning of golf carts or battery compartment should be done at the dock site.**
17. Do not discharge sewage, petroleum based products or bilge water containing petroleum based products overboard. No trash or refuse shall be thrown overboard. Trash bins/blue recycle bins at the entrance of the dock enclosures are to be utilized by boat owners/and authorized guests only. Boaters are to comply with all pollution control matters.
18. **Individuals fishing and crabbing from docks must comply with state laws licensure. No fishing crabbing equipment may remain on dock and obstruct traffic flow.**
19. **Swimming is not permitted around boats and boat docks. Swim ladders are at the "T" of the H & J docks, and are for emergency use only.**
20. No sale signs can be posted on boats.
21. Morgan's Cove adheres to the MCHA rules for FBSD Guidelines (attached).

Dock owners must take full responsibility for their craft in the event of a storm.

You must adhere to the following (see Marine Disaster Preparedness Plan attached):

1. Owners are responsible for their own craft and must have a full plan to secure craft.
2. Owners are responsible to contact renters regarding a plan to secure craft.
3. Items may not be left loose on docks that can become flying debris during storm winds.

Morgan's Cove dock owners need to assume responsibility for their docks to avoid unnecessary damage. If you are out of town and need assistance with this, Property Management Services should be notified and will assist with providing necessary security measures that will be billed directly to the owner. The management company nor the HOA will take responsibility for the owner's craft. The HOA voted to self insure the docks and proper precautions must be taken to secure and protect our investment.

Should you have any questions, please contact:

Laurie Schueler, Association Manager
Property Management Services
(Office): 881-5459
(Facsimile): 881-5616
E-mail: laurie@charlestonpms.com

We appreciate your attention to these details to help make our docks a secure and safe environment for us all to enjoy.

Morgan's Cove Board of Directors
(Board approved revisions 11/13/18)

Morgan's Cove "H" & "J" Dock Information Form

A current record of information regarding boats/insurance located in the H & J dock is important for the safety and liability of the association. Please fill out the following form and return to:

Property Management Services, C/O Laurie Schueler
1340-G Ben Sawyer Blvd., Mt. Pleasant, SC 29464
Phone: (843) 881-5616, Facsimile: (843) 881-5616, E-mail: laurie@charlestonpms.com

DOCK _____ Slip # _____

Dock Owners Name: _____

Address: _____

Phone #'s _____

E-mail address: _____

Check the following that applies to your dock slip:

_____ I do not have a boat in my slip _____ I do have a boat in my slip
Registration number/Documentation number _____

Name of vessel _____

Make of vessel _____

Length _____ Weight _____

Insurance agent information (name& phone #) _____

Date of coverage _____

Proof of insurance information must be provided to management annually!

_____ I have rented my boat slip
Boat renter's name _____

Address _____

Phone #'s _____

E-mail _____

Registration #/Documentation # _____

Name of vessel _____

Make of vessel _____

Length _____ Weight _____

Insurance renewal date _____ lease provided to management date _____

Copy of rental agreement and proof of insurance must be provided to management!

Marine Disaster Preparedness-Guidance for Dock owners in event of Major Storm

Prevention of damage to boats at individual docks or marina slips is the responsibility of the owner. The damage caused to other boats or property by improperly secured boats (or squatters) is the responsibility of the negligent owner.

Basic responsible action requires that planning precede the notification of a weather emergency and that the boat be prepared to survive and assist in the recovery effort following other disasters (e.g. earthquakes, tornados etc.)

In accordance with covenants boats must be maintained in seaworthy condition, this includes keeping fuel and stores aboard and at prudent levels.

Actions required in the event of a storm emergency:

- a. Determine if it is feasible to relocate boat. If it is feasible and the relocation can be accomplished safely in a timely fashion, relocate: Trailerable boats should be place on trailers and relocated.
- b. Add additional breast and spring lines then double all other dock lines.
- c. Provide chaffing gear on all lines including areas that will chafe in extreme high or low water
- d. Consider that floating docks may float off the pilings in a storm surge. Deadmen ashore or ground tackle may provide additional security.
- e. Strike all top hamper below. This includes MOB equipment, rafts, dodgers, covers, curtains, cushions, etc
- f. Lower outriggers, antennas, or secure
- g. Remove all sails including furling jibs and external furling main/mizzens.
- h. Close all thru hulls, seacocks except for cockpit drains, scuppers, and bilge pumps.
- i. Secure all hatches and close all vents and wind scoops. Plug wet exhausts and close all thru hulls.
- j. Disconnect shore power and all internal power except bilge pumps
- k. Cut off galley fuel supply
- l. Larger boats should be inboard on dock to better distribute weight **
- m. Boats on trailers-
 - a. Boat must be secure on trailer
 - b. Cover should be removed
 - c. All drains should be opened
 - d. Trailers should be locked, chocked and tied down
 - e. All boats should be secured to substantial fixed object
 - f. External fuel lines should be removed/disconnected
 - g. External or portable fuel tanks must be secured or relocated to prevent a hazard.

**For reference as stated in #21 of
Morgan's Cove's Guidelines for Dock Owners**

**MORGAN CREEK HARBOR ASSOCIATION (MCHA)
FLOATING BOAT STORAGE DEVICE REGULATIONS (FBSD)**

1. Purpose of Document
 - a. This document provides the Morgan Creek Harbor Association (MCHA) regulations for Floating Boat Storage Devices (FBSD).
 - b. A FBSD is a floating type device that allows for storing a vessel partially or totally out of the water at a dock/slip. Terminology commonly used for FBSD's are jet docks, floating docks or boat lifts. A FBSD is a floating device that supports itself and the vessel (Self-Support).
2. Slips Covered by these MCHA Regulations
 - a. Private Docks - docks located at Waterway Island (homes 1-57) and Morgan Place (homes 17-40)
 - b. Marina Docks – docks located at the following slips:
 - i. Wild Dunes Yacht Harbor (WDYH) A-E Docks,
 - ii. Yacht Club @ Morgan's Cove (YCMC) F&G Docks,
 - iii. Morgan's Cove H&J Docks, and
 - iv. Morgan Place Mediterranean Docks.
3. Authorizations and Information Required
 - a. No FBSD at a Private or Marina Dock shall be installed without written authorization from the MCHA Board.
 - b. All submissions for approval must be provided to the MCHA Board of Directors via the MCHA Manager, Laurie Schueler: laurie@charlestonpms.com or 843-881-5459.
 - c. Information required for consideration by the MCHA Board shall include all owner/owners tenant full contact information (name, address, phone numbers and E-mail address), and for the FBSD:
 - i. MCHA FBSD Application Form,
 - ii. pictures,
 - iii. type/style,
 - iv. dimensions/design,
 - v. dock attachment configuration,
 - vi. power configuration, and
 - vii. color.
4. Permit from OCRM
 - a. Private Docks - if approval is granted by the MCHA, a Private Dock owner must next obtain a permit directly from Ocean Coastal Resource Management (OCRM).

- b. Marina Docks are subject to the MCHA permit previously obtained from OCRM and the Army Corp of Engineers (Permit 2016-00546). Therefore, no additional application is required to OCRM for the Marina Docks.

5. General Restrictions

- a. No FBSD shall be permitted that requires support from the bottom/ground or pilings.
- b. Docks and its fingers cannot be used to supply the buoyance for the FBSD to support its weight and/or the vessels weight.
- c. A FBSD should not raise any vessel beyond what is minimally required to lift the hull and drive train of the vessel out of the water. Sailboats with keels will be allowed to raise the main hull out of the water, but not the keel.
- d. The waterline clearance, boat hull to water, must remain constant and not change (increase and decrease) with tidal changes.
- e. No FBSD shall raise a vessel to a height so the entire structure (FBSD and Vessel) becomes unstable.
- f. Any pump used to inflate a FBSD chamber must be quiet and generally housed within the dock box unit with insulation to shield the sound.

6. Specific Restrictions -Docks A - J and Morgan Place Mediterranean Docks.

- a. If any FBSD requires power or any type of external device to operate, these devices including motors, solar panels etc., must be self-contained within the FBSD structure itself or the dock box unit for sound proofing (based on type), and cannot be mounted or overhang the main docks or the fingers.
- b. No FBSD can exceed the maximum allowable overhangs permitted by MCHA Documents or respective Marina Dock HOA's. In addition no vessel can exceed the maximum allowable overhangs when at rest on the FBSD as permitted by MCHA Documents or respective Marina Dock HOA's.
- c. FBSD's can be tied off to the finger or main docks. Fixed connections using bolts/pins etc. may only be used on the main platform or finger pier of the docks, subject to dock design and the individual Marina Dock HOA restrictions.
- d. No vessel longer than 24' may be stored on a FBSD that requires propulsion by the vessel to be stored for loading or unloading from the FBSD, no matter the style of connection to the docks and fingers.

7. Other Conditions

- a. No more than two FBSD's or boat vessels are allowed in a Marina Dock slip. A FBSD will not be permitted if it hinders ingress/egress to neighboring boat slips.
- b. Vessel access to and from the FBSD cannot be from an adjoining slips space or adjoining properties space.
- c. Current approved FBSD colors are Black, Grey, Blue, Tan and White. Any other colors must be approved by the MCHA Board.

8. FBSD's Not Permitted in the Marina and Private Docks

- a. The following are a few examples of FBSD's not permitted in the Marina and Private Dock Slips (MCHA is not promoting boat lift types or companies):
 - i. Piling Lifts (Marina and Private Docks, with the exception of Private Docks 1-31 Waterway Island)
 - ii. Float Lifts, Metal or PVC , Float Air Lifts (Marina Docks)
 - iii. V Lifts (Marina Docks, based on perspective dock association rules)
 - iv. Sun Lifts (Marina Docks, based on perspective dock association rules)
 - v. Bladder Docks (Marina and Private Docks)
 - vi. Scissor Lift Docks (Marina Docks, based on perspective dock association rules)
 - vii. Pontoon Trailer Lifts (Marina and Private Docks)

9. Owners Responsibilities and Obligations

- a. Owners are responsible for maintaining FBSD's in good working order and appearance.
- b. Owners who fail to maintain FBSD's will be notified by the MCHA of the deficiency and given a 60 day timeframe to cure prior to further action.
- c. Owners may be required to reimburse MCHA for any maintenance work required to correct the situation.
- d. FBSD's are not for storage of any kind other than functioning vessels and external devices to operate FBSD's that are not required to be housed inside the dock box for sound proofing.
- e. Owners hold harmless MCHA from any claims of injury to person(s), no matter the severity, by the owner or any third party, through the operation of a vessel on the FBSD.
- f. Owners assume all responsibility for any repair or damage to the main docks, finger piers, dock boxes, electrical meters/pedestals, neighboring vessels, bulkhead, pilings, etc., caused by the FBSD attachment and/or subsequent use of the FBSD with the vessel.
- g. Owner agrees to reimburse MCHA and prospective Marina Dock HOA's for damage to any association property caused by FBSD or its operation.
- h. Owners are not relieved of these regulations through actions of any party who may install and operate a FBSD without approval of the MCHA.
- i. All MCHA members who currently have FBSD's at their dock slips (Private Docks and Marina Docks) who are not in compliance with these regulations should submit its request within 60 days from the date of the approved FBSD Guidelines, to the MCHA Manager seeking any exceptions to these regulations. All FBSD's not conforming to these regulations and not receiving permission allowing the FBSD by the MCHA will have thirty days upon notice written notice (mail or E-mail) from MCHA to remove the non-conforming FBSD.

Note:

- *Sub-Associations for the Marina Docks (WDYH A-E, Yacht Club @ Morgan's Cove F&G Docks, Morgan's Cove H&J Docks and Morgan Place Med-Docks) may have additional restrictions that must be adhered to.*
- *The MCHA Board, and if applicable a Sub Association, would have two weeks to respond to an application for an FBSD. No FBSD can be installed unless written permission is obtained from the Morgan Creek Harbor Association.*

Morgan Creek Harbor Association Board of Directors

Date Approved: October 1, 2017

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MCHA Floating Boat Storage Device "FBSD" Application Form

Please complete information below in order to expedite your request!

Name of Slip Owner _____ Date of Request _____

Slip/Home Address _____

Home Telephone _____ Cell Phone _____

Description of FBSD:

Manufacturer/Model _____

Color _____, Exact Dimensions _____

How FBSD is attached _____

Requested start date _____

Completion date _____

****The review process generally takes 14 working days for the MCHA Board to respond. However, the more information you include in your request may expedite the review of your request. We encourage you to be specific in your information such as pictures, links to a website, etc.

**PLEASE ALLOW 14 WORKING DAYS FOR PROCESSING THIS REQUEST
TO BE COMPLETED BY MANAGEMENT**

Date Management received request _____ Via: Mail, Facsimile, E-mail

Approved by MCHA Board without conditions _____

Approved with the following conditions _____

Additional information required _____

Not approved for the following reason _____

Date Slip/Homeowner Notified _____

____ Marina Dock: WDYH A-E, Morgan's Cove Yacht Club F&G, Morgan's Cove H&J, Morgan Place Med-Dock

____ Private Docks: Waterway Island, Morgan Place

Submit completed form to: MCHA HOA

C/O Laurie Schueler

laurie@charlestonpms.com 1340 G Ben Sawyer Blvd., Mt. Pleasant, SC 29464

Office: 881-5459 * Fax: 881-5616

SAMPLE Boat Slip Lease Agreement

(Morgan's Cove does not support this as a legal document and Slip Owners should verify all information)

Date: _____

Designated Boat Slip:

Morgan's Cove Boat Slip _____

Lessee: _____

Address: _____

Primary Phone: _____
Alternate Phone: _____
Email Address: _____

Lessee's Craft:

Boat Name: _____

Make: _____

Model & Year: _____

Monthly Rental: \$ _____ .00 per month, plus any Utility Costs as described in Section 3 of the Agreement.

Security Deposit: None

Term:

Beginning date: _____

End date (subject to Section 2): _____

This Boat Slip Lease Agreement (this "Agreement") is made on the Date set forth above by and between _____, residing at _____ and Lessee.

Section 1. Grant of Lease: Lessor hereby grants to Lessee the right to occupy and use, for or in connection with the berthing of Lessee's Craft (but no other maritime vessel) subject to the terms of this Agreement, Slip _____ in the Morgan's Cove Docks. The grant of rights by Lessor to Lessee under this Section 1 is sometimes herein referred to as the "Lease".

Section 2. Term of Lease: The Lease is subject to early termination by Lessor as elsewhere described in this Lease. Upon expiration of the Term, (a) this Agreement and the Lease hereunder shall continue on a month-to-month basis, for the Monthly Rental subject to 30-days prior written notice by either Lessor or Lessee, or (b) the Term may be extended by a written extension agreement between Lessor and Lessee, in which event (x) the "Term" of the Lease thereafter shall mean the term set forth set forth in such written extension agreement, (y) the Monthly Rental under this Agreement thereafter shall be the Monthly Rental forth in such written extension agreement, and (z) any and all other provision of the written extension agreement that are inconsistent with any provisions in this Agreement shall supersede and amend such inconsistent provisions, and the "Agreement" shall mean this Agreement as so extended and amended.

Section 3. Payment of Monthly Rental, Including Utility Costs. The Monthly Rental is payable in advance, without demand, deduction, setoff, or abatement, on the first day of each month during the Term. Lessee shall be assessed a late payment fee of \$ _____.00 for (a) any payment of Monthly Rental not timely received and (b) for any returned check. If Lessor separately meters Lessee's electrical service and/or water service, then Lessee shall be responsible for paying the actual costs of such service (collectively, the "Utility Costs"), and the Monthly Rental due as of any particular date shall mean and include the Utility Costs that are due as of such date. The Monthly Rental shall be payable at such address and in such manner as Lessor may from time to time reasonably direct, it being understood that Lessor may reasonably require payment, by check drawn on a nationally insured banking institution.

Section 4. Insurance. Lessee shall maintain in force, throughout the Term, and with carriers licensed to do business and in good standing in the State of South Carolina (a) fire and casualty insurance, with coverage at full replacement value, on Lessee's craft and all personal property located on Lessee's Craft, and (b) comprehensive general liability insurance with minimum coverage amounts of \$ _____.00 per occurrence and in the aggregate, insuring against death or injury to any person and damage or loss or loss of use of any property. Lessee shall cause Lessee's insurer to issue endorsements to both such policies (x) naming Lessor and Morgan's Cove HOA as additional insured, and (y) waiving any right of subrogation against Lessor. Within 10 business days of the commencement of the Term, Lessee shall furnish to Lessor certificates of insurance evidencing such coverage (and evidencing that subrogation against Lessor has been waived and that Lessor is named as an additional insured).

Upon the written request of Lessor at any time during the Term, Lessee shall, within 10 business days of such request, furnish to Lessor certificates of insurance evidencing that all of the coverage (including waivers of subrogation and the inclusion of Lessor as an additional insured) remains in full force and effect.

Section 5. Lessee's Maintenance & Related Obligations. Lessee shall maintain Lessee's Craft and the Designated Boat Slip (including any dock box, any appurtenant utility connections) in a safe and clean condition, and shall keep the Marina deck free and clear of obstructions that could pose any danger to others using such Marina deck. Without limiting the foregoing, Lessee shall secure and safely route all utility hoses and cables so as not to pose any hazard across any area of the dock or along any fender. Lessee shall not discharge or otherwise dispose of sewage, trash, fuel oil, or any other contaminant in or on the Marina property, or into the water surrounding the Marina property, except in a manner and at a time expressly approved by Lessor. In Lessee's use of the Designated Boat Slip and Lessee's Craft, Lessee shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. Lessee shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by Lessee to the Designated Boat Slip, or the appurtenances thereto, or to the Marina. Lessee shall not modify or alter any portion of the Designated Boat Slip or any of Marina deck or facilities appurtenant to the Designated Boat Slip without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion.

Section 6. Security Deposit. N/A

Section 7. Indemnity. Lessee shall fully and forever indemnify, hold harmless, and defend Lessor from and against any and all claims, demands, causes of action, liabilities, damages, and costs (including costs of court and attorneys' fees) in connection with, related to, or arising out of any action or omission by Lessee – or by any of Lessee's invitees, agents, contractors, or subcontractors – in any way related to Lessee's Craft and/or the Designated Boat Slip. Lessee's indemnity, hold harmless, and defense obligations shall apply even in instances in which Lessor or any third party is negligent; accordingly, Lessee hereby acknowledges that Lessee is obligated to indemnify, hold harmless, and defend Lessor even against the consequences of Lessor's own negligence. However, notwithstanding the foregoing, Lessee shall have no obligation to indemnify, hold harmless, or defend Lessor in instances in which Lessor is solely negligent.

Section 8. Lessor's Disclaimers and Lessee's Waivers. Lessee acknowledges that: (a) Lessor shall have absolutely no obligation to provide any security to persons or property at the Marina; (b) Lessor shall have absolutely no obligation to carry any insurance of any nature, for its own benefit or for the direct or indirect benefit of any other party, including Lessee; (c) Lessee shall have absolutely no liability to Lessee or to any of Lessee's invitees, agents, contractors, or subcontractors for any claim, liability, or damage to person or property; and (d) Lessee accepts the Designated Boat

Slip, the appurtenances thereto, and any and all other portions of the Marina "as is, where is," with all faults and defects, whether latent or patent. Lessee waives any such claim it may have against Lessor arising out of any of the foregoing.

Section 9. Rules & Regulations. Lessee acknowledges receipt of a copy of the Rules & Regulations of the _____, and agrees to comply with such Rules & Regulations, as same may be amended from time to time.

Section 10. Assignment and Subletting. The Lease created by this Agreement and the rights granted hereunder are personal to Lessee. Lessee may not assign all or any part of its rights under this Agreement, or otherwise sublet the Designated Boat Slip or any part thereof, without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion. This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns.

Section 11. Early Termination Either party may cancel this lease with 30 days written notice.

Section 12. Temporary Slip Vacancies. Lessee shall notify Lessor prior to any extended slip vacancy (one week or more), and Lessee hereby grants Lessor the right to use the slip during said vacancy, with no abatement of rent; however, Lessee shall have no indemnity obligations with regard to any such use by Lessor or Lessor's designees.

Section 13. Default by Lessor. In the event of any default by Lessor, Lessee shall give to Lessor written notice of such default, specifying the nature of the default. Lessor shall have 10 days within which to cure such default. If Lessor timely fails to cure such default, then Lessee shall have the right, by giving written notice to Lessor, to terminate this Agreement, with such termination begin effective as of the final day of the month on which such notice of termination is given. Lessee's right to terminate shall be Lessee's sole remedy under this Agreement in the event of such a Lessor default, and Lessor shall not on any account be liable in money damages (including without limitation for any attorneys' fees or costs of court) to Lessee. Notwithstanding the foregoing, Lessee shall have no right to give Lessor any notice of default, and shall have no right to terminate this Agreement before the expiration of its stated Term, at any time that Lessee has any Monthly Rental due to Lessor, or is otherwise in default of any of Lessee's other obligations under this Agreement.

Section 14. Default by Lessee. If Lessee fails to make payment of any Monthly Rental within five days of delivery by Lessor of notice of any Monthly Rental that is past due, or fails to cure any other default under this Agreement within ten days of delivery by Lessor of such default, then a "Lessee Event of Default" shall exist and Lessor shall have the following remedies, which shall be cumulative rather than exclusive:

- (a) the right to terminate this Agreement, and the grant of the Lease hereunder, which termination right may be exercised by written notice by Lessor to Lessee, and which termination shall be effective as of the date of such notice;
- (b) the right to immediately enter upon and repossess the Designated Boat Slip and all appurtenances thereto, by forcible entry and detainer suit, or otherwise;
- (c) the right to remove Lessee's Craft (and any personal property then inside Lessee's Craft from its mooring, and to store Lessee's Craft (and such personal property), with all risk of loss belonging solely to Lessee, and with no liability whatsoever to Lessor, and with all costs of storage being deemed to be including among the past due Monthly Rental under this Agreement;
- (d) the right to make any required repairs to the Designated Boat Slip, or to expend any other sums required to cure any defaults by Lessee under this Agreement, with all such sums expended being deemed to be included among the past due Monthly Rental under this Agreement;
- (e) the right to terminate Lessee's rights of possession with regard to the Designated Boat Slip and all appurtenances thereto, without demand or notice of any kind and without terminating this Agreement, in which event Lessor may, but shall be under no obligation to, relet all or any part of the Designated Boat Slip for credit to Lessee's account, on such terms and conditions as Lessor in its sole discretion shall deem appropriate; and
- (f) the right to exercise Lessor's rights under the Texas Uniform Commercial Code with regard to the security interest granted to Lessor in the Secured Property.

In the event of any Lessee Event of Default, Lessor shall have the right to recover from Lessee, whether by way of sale of the Secured Property, or by means of execution and levy on a judgment, or by means of voluntary payment by Lessee, or by some combination thereof: (a) all Monthly Rental that is past due, including any late payment fees due in connection therewith, (b) all Monthly Rental to come due during the remainder of the Term (assuming that Lessor has not terminated this Agreement and the Lease hereunder), (c) Lessor's reasonable and necessary attorneys' fees and costs of court, (d) pre-judgment at the lesser of 8% per annum or the maximum allowed by law, and (e) post-judgment interest at lesser of 10% per annum or the maximum allowed by law.

Section 15. Notice. Any notice required or permitted to be given to Lessor shall be given by certified or registered United States mail, postage prepaid, to the address of Lessor set forth on the first page of this Agreement, or to any revised address of which Lessor may from time to time notify Lessee. Such notice to Lessor shall be deemed to have been given on the postmark date or, if any such notice is not postmarked within the State of Texas, five days after the postmark date. Any notice required or permitted to be given by Lessee may be given either by (a) certified or registered United

States mail, postage prepaid, to the address of Lessee set forth on the first page of this Agreement, or to any revised address of which Lessee may from time to time notify Lessor, or (b) via email to the email address of Lessee set forth on the first page of this Agreement. Any mailed notice by Lessor shall be deemed to have been given on the postmark date, and any email notice by Lessor shall be deemed to have been given at the time the email is sent, and shall be deemed to have been properly given and received if sent to the email address of Lessee reflected on the first page of this Agreement, regardless of whether actually received by Lessee.

Section 18. Miscellaneous.

(a) This Agreement (including the Rules & Regulations referred to herein) sets forth the entire agreement between Lessor and Lessee, and supersedes and takes the place of all prior representations, warranties, and agreements, and may be amended only by written instrument signed by the party to be bound.

(b) This Agreement shall be governed by the laws of the State of South Carolina, and exclusive venue for the adjudication of any dispute arising under this Agreement shall be in a court of competent jurisdiction in Charleston County.

(c) If any provision or portion of a provision of this Agreement is determined to be unenforceable, then the unenforceable provision shall be deemed to have been severed and excised from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(d) Lessee warrants that Lessee is the owner of Lessee's Craft, free and clear of any adverse liens or claims, save and except claims by any lender of a security interest therein arising prior to the Date of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.

LESSOR:

Signature(s)

Name: _____

Print

Date: _____

LESSEE:

Signature(s)

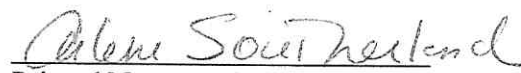
Name: _____

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Date: _____

I certify that the above Guidelines for Dock Owners and Boat Slip Lease Agreement for Morgan's Cove and Morgan's Cove Property Owners' Association, Inc. were adopted by the Board of Directors thereof, and execute the Guidelines for Dock Owners and Boat Slip Lease Agreement this 7th day of January, 2019.

MORGAN'S COVE and
MORGAN'S COVE PROPERTY
OWNERS' ASSOCIATION, INC.


Printed Name: Arlene Southerland
Its: President

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