

# **THE CLUB AT DUNES WEST**

## **DRY STORAGE FACILITY**

### **RULES AND REGULATIONS**

Date: May 11, 2007

Last Amended: January 1, 2009

The following Rules and Regulations are in force and in effect on and after May 11, 2007. John Wieland Homes and Neighborhoods, Inc. & Affiniti Golf Partners (“Club Operator”) at its sole discretion, reserves the right to change, amend, suspend or otherwise modify these policies at any time.

The purpose of the The Club at Dunes West Boat/RV Dry Storage Facility (hereinafter “Dry Storage Facility”) at Dunes West in Mount Pleasant, South Carolina, is to offer an area to store vessels on trailers, vessel trailers without boats, and vehicles (such as RVs) and any other vehicles that are approved by The Club at Dunes West. The Dry Storage Facility is available to current Members in good standing of The Club at Dunes West on a first-come, first-served basis. In order to ensure the safety of the equipment/vessel/vehicle stored in the Dry Storage Facility, the following Rules and Regulations must be adhered to by the patrons and Lessees of the Dry Storage Facility Rental Spaces and are enforceable by Club Operator and/or Club Staff.

1. The Dry Storage Facility is for the sole use of Members in good standing of The Club at Dunes West (“Members”). The Club at Dunes West is owned and operated by John Wieland Homes and Neighborhoods, Inc. & Affiniti Golf Partners (“Club Operator”). Club Operator retains the right to set all usage policies, procedures, rules and regulations for Dry Storage Facility and operate Dry Storage Facility as Club Operator sees fit.
2. Club Operator shall select, retain, supervise, direct, fix the compensation of and discharge, in its sole discretion, all professionals and other personnel, agents and/or independent contractors (“Club Staff”) which Club Operator deems necessary or desirable for the smooth and efficient operation and maintenance of the Dry Storage Facility.
3. Members and/or their guests are expected to have their current membership card or guest pass with them at all times when using the Dry Storage Facility. Such card(s) must be shown to the Club Staff, or Club Operator’s representative upon entrance to the Dry Storage Facility and be visible at all times. Club Operator and/or Club Staff reserve the right to deny access to any individual who cannot produce a current Membership card or guest pass.
4. Access to the storage area will be during the following hours of operation: 7:00 a.m. until 10:00 p.m. Only Lessees or Specified Alternate will be allowed access. Lessees may apply for after-hour access on a case-by-case basis, if approved by The Club at Dunes West.
5. Storage is limited to boats on trailers, trailers, vessels/vehicles specified on the Lease Agreement and approved by The Club at Dunes West, or RVs. As a courtesy to current Members of The Club at Dunes West, temporary car storage will be permitted for Lessees taking extended cruises (15 days or more) on their boats, pending space availability. Storage of all other cars, trucks, campers, or camper trailers, (if not specified on the Lease Agreement) will be prohibited.
6. Only the vessel/vehicle included on the Lease Agreement is permitted to be in the designated space at the Dry Storage Facility.
7. Boats will not be permitted in the Dry Storage Facility unless they are on a trailer and remain on the trailer while in the storage area. All vessels/vehicles/trailers must fit within the limits of the designated space.
8. Nothing, other than a boat and trailer, trailer, vessels/vehicles specified on the Lease Agreement and approved by The Club at Dunes West, or RV, is to be stored in the designated space assigned. All peripheral boating equipment, any other equipment, or property of the Lessee must be stored in the vessel/vehicle or secured under the vessel/vehicle. The Club at Dunes West Staff will dispose of any equipment not secured in/on the vessel/vehicle.

9. All trailers and/or vessels/vehicles in the Dry Storage Facility must be kept in working order so that they may be moved, if necessary. Lessees must repair trailers not in moveable condition, or the trailer will be removed at the Lessee's expense.
10. Only the Lessee may personally do work on their vessel/vehicle. All work done shall be during daylight hours only. Lessees must provide their own OSHA-approved ladders and staging and shall hold the "Benefitted Parties" described on the Lease Agreement, including The Club at Dunes West, harmless from any and all liability arising out of Lessee's use of premises to enter, clean, repair or otherwise perform any duties on their vessel/vehicle. Lessee's may hire their own independent contractors as long as the contractor has been approved by The Club at Dunes West to work in the Dry Storage Facility and has a current certificate of insurance on file including both worker's compensation coverage and general liability with a minimum of \$300,000.00 each occurrence.
11. All trailers must be left unlocked, unless a key is provided to The Club at Dunes West. For cars stored in the lot during extended cruises, a set of car keys must be supplied to The Club at Dunes West office before the Lessee's departure. The Club at Dunes West reserves the right to move trailers and/or vessels/vehicles for maintenance purposes.
12. Staying on a vessel for more than 24 hours while stored on a trailer in the Dry Storage Facility is strictly prohibited.
13. No hazardous, dangerous, or unlawful material, such as oil, batteries, paint, fuel, are to be left in the storage area. These and other such items need to be taken, by the Lessee, to the appropriate recycle center.
14. All sailboats must have the mast unstepped while in the Dry Storage Facility.
15. Lessee's vehicles are allowed in the Dry Storage Facility only to store or retrieve their vessels/vehicles/RVs, or during extended cruises. Only one car per Dry Storage Facility Rental Space per Lessee will be permitted in the Dry Storage Facility during the cruise period.
16. Pets must be leashed at all times.
17. Noise must be kept at a minimum at all times.
18. Violation of any of the above Rules and Regulations, or disorderly conduct by a boat/trailer/RV owner or Lessee, is cause for cancellation of the associated lease agreement and possibly all other Club privileges.
19. All vessels/vehicles and/or RVs must bear a "Boat Storage 2009 The Club at Dunes West" registration sticker, or sticker designated by Club Operator for the current year.
20. All Lessees are required to turn in a copy of their vessel/vehicle/RV insurance policy and/or umbrella policy as required and must be on file at The Club at Dunes West office.
21. All Lessees must maintain in force at all times liability insurance covering any and all vessels/vehicles at any time stored at the Dry Storage Facility as stated in Item 7 of the Lease Agreement.
22. The key that is provided to each Lessee for use in entering the Dry Storage Facility is not to be distributed to anyone. Only "Club Members Authorized to Use Vessel/Vehicle" as indicated by Lessee on the Lease Agreement are authorized to use said key.
23. Any and all parking rules are to be obeyed, as well as right-of-way. Please be courteous. Do not block access to other vessels/vehicles. Drive slowly and safely. Speed limit is 5 MPH in the Dry Storage Facility.
24. Non-Hazardous Trash disposal at the Dry Storage Facility is provided by The Club at Dunes West. Lessees are responsible for the placement of non-hazardous trash into the provided trash receptacle.
25. Disposal of waste must meet both DEQE and OSHA regulations. Anyone violating Hazardous Waste Regulations will be responsible for the clean-up and cost of disposing of said waste materials in the proper manner.
26. For safety reasons, children are not allowed to play, ride bikes, skate, play ball, or any other activity on the premises of the Dry Storage Facility at The Club at Dunes West.
27. Violation of any of the Rules and Regulations herein may result in immediate suspension or termination of Club Membership at the sole discretion of Club Operator or Club Staff.