

**RULES AND REGULATIONS
HARBOUR WOODS ASSOCIATION, INC.**

A. USE OF UNITS AND COMMON ELEMENTS

1. The entrances and stairways that are part of the Common Elements shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No exterior of any Unit or the windows, doors or exterior decks thereof or any other portions of the Common Elements shall be stained, painted or decorated by any Unit Owner or tenant in any manner without prior written consent of the Executive Board.
3. No furniture, equipment or other personal articles shall be placed or stored in the entrance or stairways of the Common Elements.
4. No Unit Owner, his family, guest or tenant shall make or permit any noise or objectionable odor that will disturb or annoy the owners of any other Unit or do or permit anything to be done therein which would interfere with the rights, comfort or convenience of other Unit Owners, their tenants or guests.
5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, any dirt or other substance.
6. No awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about, or have any effect on the Common Elements except such as shall have been approved in writing by the Executive Board. Any structure, by its appearance, would cause the uniform appearance of the community to altered, detract from the aesthetic appeal of the property or common areas, interfere with the views of other unit owners are not allowed. Examples of such structures include but are not limited to gazebos, awnings, tents or any type of framing to support such structures..
7. No sign, notice, lettering or advertisement shall be installed, inscribed or exposed on or at any window, door or other part of the Units or Common Elements except such as shall have been approved in writing by the Executive Board.

B. UNIT OWNERS

1. All garbage and refuse from the Units and the Common Elements shall be deposited with care in receptacles with secure lids intended for such purposes only on the day of or evening before a scheduled trash pick-up.
2. Water closets and other water apparatus in the Units and the Common Elements shall not be used for any purposes other than those for which they are constructed nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.
3. In no event shall dogs be permitted in any of the public portions of the Units and Common Elements unless carried or secured on a leash. The Unit Owner shall indemnify the Executive Board and hold the members thereof harmless against any loss or liability of any kind or character whatsoever arising from or as a result of such Unit Owner having any animal in a Building.
4. No radio or television aerial antenna shall be attached to or hung from the exterior of the Units without the written approval of the Executive Board.
5. The agents of the Executive Board or the agent of the Management Company appointed by them, and any contractor or workman authorized by the Executive Board or the Management Company, may enter any Unit for any purpose permitted under the terms of the Declaration, Bylaws or Rules and Regulations at any time without notice in the event of an emergency situation but at other times only at reasonable hours and with reasonable advance notice.
6. All damage to the Units or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Unit Owners responsible for the presence of such article.
7. No Unit Owner shall interfere in any manner with any portion of the heating, air conditioning, swimming pool or lighting apparatus which is part of the Common Elements and not part of the Unit.
8. No Unit Owner shall use or permit to be brought in to the Units or Common Elements any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed a hazard to life, limb or property.
9. The Unit Owners shall not be allowed to put their names on any

entrance to any Unit, Dock or Common Elements except in the proper places approved by the Executive Board for such purpose.

10. Residential Unit Owners shall keep the interiors of their Units clean and free from obstructions. The Executive Board and Management Company assume no liability for loss or damage to articles stored or placed in the Units.
11. Any damage to the Units, Common Elements or property of the Association caused by an Owner or such Owner's family, tenants, employees, guests, licensees, permittees or pets shall be repaired at the expense of the Owner.
12. No Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants of other Units, nor shall any nuisance or illegal activity be permitted or permitted to occur in or about any Unit or upon any part of the Common Elements.
13. Unit residents shall keep their garage door closed at all times except for immediate entry and exit from the garage or in such instances where there is need for constant entry and exit on a short term basis. Garage doors are not to be left open on a regular basis.

C. INSURANCE

1. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any of the Units, Common Elements, or contents thereof, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in his or her Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Units, Common Elements, or contents thereof, or which would be in violation of any law.
2. A Unit Owner shall comply with the rules and regulations of any fire insurance policy upon said Units, Common Elements or the property contained therein.
3. Damage by fire or accident affecting the Unit or Common Elements, or the liability of the Unit Owners or the Association will be promptly reported to the Executive Board immediately following the occurrence thereof.

D. MOTOR VEHICLES

1. Parking of automobiles by Unit Owners, tenants, guests, permittees or visitors shall be only in the spaces designated for

parking. No vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. At no time will vehicles be parked in front of the clubhouse in the fire access lane area. At no time will any vehicles be parked in the emergency access area in the marina parking area. No storage of any objects shall be permitted in the parking areas and the same shall at all times be kept free of accumulations of debris or rubbish of any kind.

2. Vehicles should not be allowed to be stored without moving in any designated parking area for more than 30 days without written approval from the Board of Directors.
3. Cars or boats should not be allowed to idle beyond 10 minutes to avoid unnecessary build up of fumes, which can enter units or other common areas.
4. Unit Owners shall be responsible for their guests and/or visitors adhering to the rules and regulations of the association.
5. No vehicle with obvious major physical damage or in the state of disrepair will be allowed to remain in the condominium complex for more than 5 calendar days without written notification and written approval by the Board.
6. No trailers (Boat, Utility, Campers, etc.) will be allowed to be parked in the condominium complex.
7. Non-commercial pickup trucks may be allowed in the condominium complex and parked in the Marina area as long as they do not contain ladder racks or ladders. All other trucks, commercial vehicles and/or vehicles intended for commercial use of any kind are not allowed in the condominium complex, unless they are here to service a unit.

E. Parking

1. Parking in the two bricked areas and the south side of Harbourview Place is intended for our guests and temporary use of unit owners. Parking in these areas is limited to 24 hours only. This also includes the right side of the entrance street. There is no parking allowed on the left side of the private street entrance.
2. All trucks, commercial and non-commercial should be parked

in the marina parking area and not in unit driveways in order to maintain the aesthetic value of the complex.

3. Any vehicle parked for longer than 30 days without written approval from the Board will be considered abandoned and towed at the owners expense. All such abandoned vehicles will be towed at the owner's expense 5 calendar days after the owner has been notified.
4. Parking in the Marina parking lot can be used for overflow parking of 48 hours. Parking beyond 48 hours requires written approval from the Dock Master.
5. Speed limit within the condominium complex is 10 MPH.
6. No major repairs to vehicles are permissible in residential parking areas or driveways. Oil changing or any fluid change that can stain the parking area is not permitted).
7. All violations will be subject to fines assessed according to the governing By-laws of the association.

F. SWIMMING POOL

1. Show Before Entry. All persons shall shower before entering the pool.
2. Communicable Disease. Any person known to or suspected of having a communicable disease should not use the pool.
3. Spitting or Blowing Nose. Spitting or blowing one's nose in the swimming pool is prohibited.
4. Boisterous Play. Running and boisterous or rough play is prohibited.
5. Regulations of Department of Health. Additional regulations required by the Connecticut State Department of Health and the Town of Stratford Department of Health shall be included by reference.
6. Authorized Users. The pool shall be for the exclusive use of the Owners of Residential Units, their families, guests and tenants. Guests of Unit Owners or their Tenants must be accompanied by the Owner or Tenant while using the pool. When a Unit Owner leases his/her unit, he/she transfers their right to use the pool to their tenant.

7. Children in Pool. Children under the age of 16 shall not be allowed in the pool area unless accompanied by an adult. No children in diapers will be allowed in the pool. This is in accordance with the Connecticut State Department of Health and the Town of Stratford Department of Health.

8. Exclusions. Pets, glassware, underwater breathing apparatus, knives or dangerous equipment are prohibited from the pool.

9. Diving or Jumping. Diving and jumping is not allowed in the pool.

10. Authority. Authorized users of the pool will maintain order and enforce these regulations so as to enhance the safety of all pool users.

11. Smoking. Smoking is prohibited within the immediate pool enclosure area. Smoking is permitted outside of the pool enclosure and on the deck area outside of the clubhouse.

Neither Harbour Woods Association, Inc. nor the Management Company assumes any responsibility for personal property left at the pool.

G. Clubhouse

1. Use. The Clubhouse Building (the "Clubhouse") shall be for the use of Owners of Residential Units, their families, tenants and guests. Families and guests may use the Clubhouse when accompanied by an Owner or Tenant. When a Unit Owner leases his/her unit, he/she transfers their right to use the clubhouse to their tenant.

2. Personal Property. The Association shall not be responsible for personal property left in the Clubhouse.

3. Management's Authority. Management personnel have the responsibility and authority under the Bylaws to expel or recommend suspension, or charge any individual whose actions are sufficiently hazardous or potentially damaging to the Clubhouse. Responsibility for behavior of any individual, or any damages caused to the clubhouse, shall lie with the Unit Owner who allowed access to such individual as their guest.

4. Responsibility of Users. Any persons using the Clubhouse shall be responsible for keeping it clean and presentable.

5. Prohibitions. Offensive language, illegal acts, loud and disruptive behavior, fighting, and unhealthy acts are prohibited in the Clubhouse.

H. DOCKS

1. An Occupancy Form must be filed as directed by all slip OWNERS before the next season.
2. Access to the docks will be via number button pad. The combination is not to be shared with any person other than the boat slip OWNER or TENANT. Guests are not to be given the combination. Boat slip OWNERS will be informed of periodic changes to the combination. All Unit Owners, regardless of whether they are slip owners shall have access to the docks at all times.
3. Insurance must be maintained by all dock occupants. Policies must have liability and property damage coverage of at least \$500,000.

TENANT will provide a certificate of insurance to the slip OWNER and will name the slip OWNER and HARBOURWOODS ASSOCIATION, INC as additional insured parties. This certificate of insurance must be attached to the TENANT Occupancy/Lease and presented to the Dock Master.

The liabilities for any damage to boats that are berthed as a result of a lease agreement are those of the vessel over and/or the boat slip OWNER. Harbour Woods Association bears no responsibility for damage to a vessel that is incurred in a lease arrangement. All lease agreements must be approved by the Board prior to the vessel entering the slip. Failure to comply with this rule will result in a \$25 per day fine to the boat slip owner. Please be sure that your requested lease agreements are submitted in a timely manner for approval. LIABILITY: TENANT shall be solely responsible and liable for any and all costs arising from use of the slip and shall indemnify and hold harmless the OWNER and the ASSOCIATION from any and all loss, damage, liability, and counsel and legal fees arising out of loss, damage or injury to or death of any and all persons including agents and employees of the TENANT and any and all damage to property, either directly or indirectly caused by, arising out of, in connection with, or incident to this AGREEMENT. TENANT shall be responsible for and shall pay for any damage sustained to the dock or any ASSOCIATION property as a result of any action, any lack of action or neglect by the TENANT or any TENANT guest.

INDEMNIFICATION: The TENANT, for good, valuable and sufficient consideration, acknowledges releases and forever discharges the OWNER and HARBOUR WOODS ASSOCIATION, INC (ASSOCIATION) from any and all manner of claims, causes of action and or suits or any other damage whatsoever, in law or in equity against the same OWNER and/or ASSOCIATION.

4. Occupants other than OWNERS: Leasing a dock slip is permissible on a per season basis. If you wish to rent your slip please carefully review the lease agreement in the occupancy form. Any financial arrangements you make with a renter are between you and the TENANT, although we suggest that slip rental pricing be competitive with nearby commercial marinas.

All leases will be from April 1st to November 1st. All renters must vacate the rental slip no later than November 1. All leases terminated on November 1st of last year and renewals with same renter for the following year are new leases. Winter rentals are discouraged by the Harbour Woods Association. If there is a request for a winter rental it will be considered by the Harbour Woods Association Board on a case-by-case basis.

ASSIGNMENT AND SUBLETING: TENANT shall not assign this agreement nor sublet the Boat Slip. The TENANT shall not allow any other vessel to occupy the rented slip.

OWNERS may allow friends to use their slip, only by notifying the Dock Master 48 hours in advance. If the stay is more than 48 hours, a copy of the visitor's insurance document and a contact phone number must be given to the Dock Master. If the stay is more than seven days it will be considered a lease. Filing the lease form will be required.

5. Utilities: The slip OWNER shall be responsible to pay for all electricity used, including an equal portion of the de-icer electric bill. The OWNER may make the reimbursement of charges for electricity, by the TENANT, to the OWNER, part of the lease agreement. However, it remains the responsibility of the OWNER to pay the electric bill for the slip. Water shall be provided by the ASSOCIATION.

6. Winter De-Icers are put in place after November 1st. Their function is to protect the docks. Once placed, they must not be moved without authorization from the Dock Master.

7. Commercial activity from the docks is strictly prohibited. This includes chartering and boat sales, including "for sale" signs on any vessel. A breach of this rule will result in the immediate termination of a TENANT lease and/or a fine set by the Harbour Woods Executive Board on the occupant.

8. Living aboard any vessel in the marina may not exceed ten nights per season.

9. Slip Neatness:

- Vessels may not be tied so that any portion of the dock's main walkway is impaired.

- Also, no boat may project more than eight feet beyond the end of the finger pier.
 - Do not stow supplies, material accessories or debris on the walkways or fingers.
 - OWNER agrees to allow TENANT use of the dock storage locker
 - TENANT shall hold OWNER harmless from any theft or damage to locked contents.
 - Winter boat wraps should be removed and taken off Harbour Woods premise by April 30th.
10. Refuse must be deposited in the receptacles provided for that purpose. All refuse that cannot be accommodated by the receptacles must be removed from the premises. Under no circumstance may refuse be left on the ground around or near the trash cans. If trash cans are full, the trash must be taken to an alternate location and be legally disposed of. Violation will carry a littering fine of up to \$100 dollars.
 11. Charcoal, open flame or grill fires are not permitted in the marina area.
 12. Noise will be kept to a minimum at all times. Generators, motors and radios are noise makers and must be controlled.
 13. Halyards must be secured so as not to make any noise.
 14. Swimming is not permitted from the docks or finger piers.
 15. Laundry shall not be hung on boats or finger piers. Towels, bathing suits and boat washing paraphernalia may be put out on a boat to be dried. All of these must be stowed and be out of sight when boat OWNER or TENANT leaves the dock.
 16. Parking is restricted to marked spaces only. TENANTS may only bring one vehicle onto the property. Those visiting slip TENANTS must park *off* property and walk to the docks, or arrive in the TENANTS vehicle.
 17. Cleaning fish is strictly prohibited in the marina area.
 18. Clubhouse, pool and clubhouse deck are reserved only for condominium residents, condominium unit renters and their guests. Slip ownership or rental does not confer pool or clubhouse privileges.
 19. Emergencies: If during the Occupant's absence, an unsafe or emergency situation arises in which the dock or other boats are placed in jeopardy by the Occupant's boat, the OWNER or the

ASSOCIATION is hereby authorized to board the BOAT and take any action necessary to mitigate the hazardous condition. Any expense associated with such action taken shall be the responsibility of the Occupant.

20. Dock modifications: Occupants shall make no modifications, alterations or additions to the dock.

21. End dock

- The End Dock is to be used only for the emergency docking of vessels from our own marina, which shall include movement of vessels to the End Dock because of tide and depth issues for up to 12 hours. This time limit may be extended by the Dock Master.
- The End Dock is also available for use by guest vessels visiting specific slip owners who must be present during the guest vessel's stay. Guest vessels are limited to stays of 48 hours, which may be extended by permission of the Dock Master. The end dock is not available to guests of TENANT, nor may TENANT guests use empty slips that belong to someone else. Unit owners may have their guests tie up at the end dock with prior permission from the Dock Master.
- Parties or other social gatherings on the End Dock are prohibited.

21. Dogs must be leashed while on the dock.

22. Children under the age of 12 must wear floatation devices and be accompanied by an adult when on the docks.

REGULATIONS:

1. **AGREEMENT**: Occupants agree to be bound by and shall comply with all Rules and Regulations of the Condominium, HARBOUR WOODS ASSOCIATION, INC. OWNER shall provide a copy of the Rules and Regulations to the TENANT. Any and all fees or assessments which may be imposed on the OWNER by the ASSOCIATION which are the result of noncompliance with or violation of the Rules and Regulations by the OWNER, TENANT, TENANT'S agents or TENANT'S guests, including towing and dock repairs and the cost to enforce these rules, shall be assessed against the slip OWNER.
2. **ORDINANCES AND STATUTES**: Occupants shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may be hereinafter enacted which pertain to the use of boat slip or condominium property.
3. **ATTORNEY'S FEES**: In any legal action brought by either party to

enforce the terms hereof, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

4. VIOLATION PROCEDURES:

- Dock Master will phone the slip occupant.
- If the occupant is TENANT and the violation isn't rectified, then Dock Master will call OWNER who is ultimately responsible. In the case of continued or similar violation(s), the Harbour Woods Executive Board may terminate the lease at will, and the TENANT will be barred from further use of the docks and will be required to vacate the slip.
- If the occupant is OWNER and the violation isn't rectified then fines will be assessed to the OWNER'S common charge. The fines will increase, at the discretion of the Harbour Woods Executive Board, with each violation.

RESPONSE TO THE DOCK MASTER must be in a timely manner.

I. DOG RULES

HARBOUR WOODS ASSOCIATION

DOG WALKING RULES AND REGULATIONS

1. Harbour Woods allows medium size dogs, which is defined as 40 lbs. or less.
2. Dog walking areas: Along the water's edge at the Marina and out front behind the fence
3. While walking to the area, don't make stops along the way.
4. Pick up after your pet.
5. Dogs must be on leash at all times when outside.

Complaints that have been received:

1. Dogs using the grass area outside of the unit's front doors.
2. Dogs off leash.
3. Dogs using the courtyard by the pool.
4. Owners who leave their dogs on their deck and use that as their daily walk.
5. Dogs that bark at everyone who walks by.
6. Dogs that are allowed to leave their deck to use grass areas.

These are violations of HW Rules and Regulations. We have very few dog owners and they must follow the R&Rs. Those who don't should know that it is annoying to their neighbors and can present a safety hazard. Please follow the R&R's and be aware of the grass areas and shrubs around you. Everyone has to pay for the repairs.

I. ADMINISTRATION

- a. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Executive Board through the Management Company.
- b. Supplies, goods and packages of every kind are to be delivered in such manner as the Executive Board may prescribe and the Executive Board shall not be responsible for the loss or damage of any such property, notwithstanding such loss or damage that can occur through the carelessness or negligence of the employees of the Association.
- c. Any consent or approval given pursuant to these Rules and Regulations may be added to, amended or revoked any time by resolution of the Executive Board.

Certificate to the Rules and Regulations adopted by the unit owners of Harbour Woods Association, Inc., by resolution made, seconded and passed on June 27, 2020, after notice and hearing at a meeting on said date.

The Harbour Woods Association, Inc.
Executive Board

By: 

Kevin A. Coles, its President

By: 

Robert Gonya, its Secretary