

2025 RULES OF CLINTON YACHT HAVEN

(Note: Definitions of initially capitalized terms are as found in the Declaration.)

ARTICLE I

USE OF COMMON ELEMENTS

Section 1.1. Obstructions. There will be no obstruction of the Common Elements, nor will anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 1.2. Trash. No garbage cans or trash barrels will be placed outside the Units except at pickup areas pursuant to Article IV of this document. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Elements, except in designated trash storage containers, nor will any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, or terraces.

Section 1.3. Storage. Storage of materials in Common Elements or other areas designated by the Executive Board, including storage lockers will be at the risk of the person storing the materials.

Section 1.4. Proper Use. Common Elements will be used only for the purposes for which they were designated. No person will commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by all others.

Section 1.5. Trucks and Commercial Vehicles. Trucks, motor homes and commercial vehicles of a capacity of over one ton and having more than four wheels are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 1.6. Additions to, Appurtenances to, and Appearance. No appurtenant alterations, alterations or improvements may be made without prior consent of the Executive Board or such committee established by the Executive Board.

ARTICLE II

ACTIONS OF OWNERS AND OCCUPANTS

Section 2.1. Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit or the Common Elements, nor will anything be done therein either

willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it will cause unreasonable disturbances to other Unit Owners or occupants.

Section 2.2. Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Common Interest Community, and Unit Owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Clinton and will save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for violation thereof or noncompliance therewith.

Section 2.3. Pets. No animals, birds or reptiles of any kind will be raised, bred or kept in the Common Interest Community or brought on the Common Elements, except for: no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition; no more than two cats, or other household pets, approved and licensed by the Executive Board or the Manager as to compatibility with the Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any docks, except in special areas designated by the Executive Board. The owner will compensate any person hurt or bitten by any dog and will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction) Each Unit owner shall clean up his pet's waste.

Section 2.4. Indemnification for Actions of Others. Unit Owners will indemnify and hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 2.5. Employees of Management. No Unit Owner will send any employee of the Manager out of the Property on any private business of the Unit Owner, nor with employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE III

INSURANCE

Section 3.1. Increase in Rating. Nothing will be done or kept which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit owner will permit anything to be done or kept in the Common Interest Community which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 3.2. Rules of Insurance. Unit Owners and occupants will comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 3.3. Reports of Damage. Damage by fire or accident affecting the Common Interest Community, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a member of the Common Interest Community by any person having knowledge thereof.

Section 3.4. Liability Insurance. Each Unit Owner shall maintain his own liability insurance for his Unit and/or personal property, including, but not limited to, any boat stored or docked in a Unit. Each Unit Owner shall be responsible for maintaining his own insurance on his boat and any personal property associated therewith. All vessels docked or stored in the marina must have insurance information on file with the Association.

Section 3.5. Subleasing Insurance. Unit owners that sublease dockage or winter storage to the general public must be approved by the Association Manager and must provide the Association with a Certificate of Insurance naming CYDA as additionally insured. Marina Operators insurance or equivalent is required. Unit owners that sublease their unit to the general public must collect, report and pay appropriate sales taxes. All subleases to non-unit owners must be available to the Association on request of the Dockmaster. The list of approved unit subleasing owners is maintained by the Dockmaster. Unit owners may sublease their unit to other unit owners with Marina Operators or equivalent liability insurance to satisfy the subleasing insurance requirements. Leases of units without subleasing insurance requirements violate the Association rules and are invalid.

ARTICLE IV

RUBISH REMOVAL

Section 4.1. Deposit of Rubbish. Trash container locations will be designated by the Manager. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden. Trash containers will not be left in the pickup areas more than 12 hours before scheduled pickup, nor more than 12 hours after pickup.

ARTICLE V

MOTOR VEHICLES

Section 5.1. Compliance with Law. All persons will comply with Connecticut State Laws and Department of Motor Vehicle regulations on the roads, drives and Properties.

Section 5.2. Limitations on Use. Parking areas will be used for no other purpose than to park passenger motor vehicles and loading or off loading. Trucks, commercial vehicles, trailers and boats may not be parked on Common Elements and are prohibited in the general parking area and drives, except for temporary loading and unloading. Special permission may be obtained from the Executive Board for small types of such vehicles to be parked in a designated area. Construction equipment used in the actual repair, construction or maintenance of the Common Interest Community will not be so restricted.

Section 5.3. Speed Limit. The speed limit on Riverside Drive is 25 miles per hour. The speed limit on curves and on other drives is 15 miles per hour. Riverside Drive and other drives shall be kept clear of parked vehicles.

Section 5.4. Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for other motor assisted bicycles and wheelchairs as permitted by State law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the State. Except for temporary repairs not involving immobility in excess of 10 hours, highway vehicles will not be disassembled, repair, rebuilt, painted or constructed outside of garages on the premises. No vehicles, other than maintenance vehicles, may travel on the Property except on roadways and parking areas.

Section 5.5. No Parking Areas. Vehicles may not be parked in such a manner as to block access to any garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two-lane passage by vehicles on roads and drives. Violators will be towed, after reasonable efforts to contact the person or host to whom the vehicle is registered. In addition, the person or host to whom the vehicle is registered, following Notice and Hearing may be levied a \$25 per day fine for the period that the vehicle violated these Rules, unless at such hearing good and valid reasons are given for such violation. Costs of towing may be collected as a Common Expense.

Section 5.6. Trucks, Vans, Trailers and Commercial Vehicles Limited. The following types of vehicles are prohibited in these parking areas or drives except for temporary loading or unloading for a period in excess of 8 hours, following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles having a capacity of over one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

ARTICLE VI

SWIMMING POOL

(The rules set forth in Article VI, herein are included for the time when and if the pool is developed).

A. State Regulations

Section 6.1. Bathe Before Entry. All persons will bathe with warm water and soap before entering the pool.

Section 6.2. Diseased Persons. Any person known or suspected of having a communicable disease will not use the pool.

Section 6.3. Spitting or Blowing Nose. Spitting or blowing your nose in the swimming pool is prohibited.

Section 6.4. Boisterous Play. Running and boisterous or rough play (except supervised water sports) is prohibited.

Section 6.5. Regulation of the department of Health. Additional regulations required by the Connecticut State Department of Health will be included by reference.

B. Association Regulations

Section 6.6. Limitation on Number of Guests. Except by prior arrangement with the Manager, the number of guests of one Unit Owner at any time may not exceed four (4). All guests under 16 must be accompanied by a resident at all times.

Section 6.7. Children in Pool. Children under the age of 12, who have not passed the Red Cross certified "swimmers" course, will not be allowed in the pool area unless accompanied by an adult. No children in diapers will be allowed in the pools.

Section 6.8. Hours. Swimming pool hours will be from 8 a.m. to one-half hour before sunset during the season. The season will be determined by the Executive Board depending on weather and the readiness and condition of the pool.

Section 6.9. Pets, etc. Pets, glassware, underwater breathing apparatus, knives, or dangerous equipment are prohibited from the pool area.

Section 6.10. Supervisor's Authority. The pool supervisor, if any, and staff will maintain order and their requirements as to the enforcement of the regulations, maintenance or order, and enhancement of safety will be obeyed.

ARTICLE VII

GENERAL RECREATION RULES

Section 7.1. Limited to Occupants and Guests. Passive recreational facilities and open space within the Common Elements, are limited to the use of Unit Owners, there tenants and invited guests. Guests must be accompanied by a Unit Owner. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or claims by virtue of such use.

Section 7.2. Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 7.3. Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules, may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by management personnel and will be effective after publication in the newsletter.

Section 7.4. Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether parents are present or not.

Section 7.5. Ejection for Violation. Unit Owners, members, guests and tenants may be summarily ejected from a recreation facility by management personnel in the event of violation of the regulations within a facility and may be suspended from the use of such facility until the time for Notice and Hearing concerning such violation and thereafter suspended for the period established, following such hearing.

Section 7.6. Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic areas, if all equipment and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as prevent or interfere with permitted play or use by others. Rules safety promulgated by nationally recognized organizations regulation play of a game or sport for which a facility is designed will followed, and where appropriate, customary safety equipment will be worn and used.

ARTICLE VIII

COMMERCIAL AREA RULES

(The rules set forth in Article VIII herein are included for the time when and if Commercial Units are developed.)

Section 8.1. Occupancy Restrictions. Commercial Units a limited to occupancy as defined in the Declaration.

Section 8.2. Commercial Use. Commercial Units are limited to any use permitted by the Clinton Zoning regulations, as may be amended from time to time.

Section 8.3. Access By Executive Board and Secured Space. The Executive Board and the Manager or its designated agent may retain a pass key to all premises for use in emergency situations only. No Unit Owner will alter any lock or install a new lock on any door or any premises without immediately providing the Executive Board and the Manager or its agent with a key, therefore. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason, therefore. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access to the Executive Board.

Section 8.4. Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units, or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Unit Owner in whose Unit it will have been caused. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 8.5. Trash. No storage of trash will be permitted in or outside any Unit in such a manner as to permit the spread or encouragement of fire or vermin.

Section 8.6. Displays At Units. Except for signage in compliance with Clinton Zoning regulations and approved by the Executive Board, Unit Owners 'Will not cause or permit anything other than curtains and conventional draperies, Christmas or holiday decorations to be hung, displayed or exposed at or on the outside of the windows or outside of the Unit without the prior consent of the Executive Board or such committee established by the Board having jurisdiction over such matter, if any.

Section 8.7. Painting Exteriors. Owners will not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 8.8. Cleanliness. Each Unit Owner will keep his unit in a good state of preservation and cleanliness.

ARTICLE IX

MARINA RULES

The following Rules apply to Marine Units and the Common Elements associated with the marina. General use regulations of the Marine Units can be found in the Declaration.

A. Use of Marine Units

Section 9.1. Occupancy Restrictions. Marine Units are limited to occupancy by a single vessel (and its tender if regularly carried or towed) of a size no greater than that which can be accommodated by the size of the boat slip. All vessels shall be registered, identified, marked, equipped, and maintained as required by law and safe practice. All vessels shall be secured in their berth in a manner acceptable to the Marina manager. No charcoal fires or open fires of any kind will be permitted on vessels or on the piers.

Vessels exceeding the specified dockage of a unit by more than 10% will not be allowed. For example, a vessel with an overall length of 40 feet will not be allowed in a 36 foot slip, vessels of an overall length of 50 feet will not be allowed in a 45' slip, etc. This applies to summer dockage as well as winter storage. Overall length of a vessel is determined by the Dockmaster. The Dockmaster may make exceptions if it is determined the excess overage does not pose a safety hazard. A fine of \$200 per linear foot in excess of the unit length may be imposed by the Dockmaster for a seasonal exception of vessels exceeding the dockage of a marine unit by more than 10% of the unit specified slip length. Seasonal exceptions are not a guarantee for future use. Approvals for exceptions by the Dockmaster must be obtained in advance and must be reconfirmed each season. Oversized vessels failing to obtain an exception from the Dockmaster must be removed within 45 days from notice of overage. Failure to remove an oversized vessel is subject to a \$1,000 fine for each 45 days of non-compliance.

Section 9.2. Environmental Compliance. All Unit Owners and occupants shall cooperate with the Association in complying with sedimentation and erosion control plans, wetland compensation plans, open-marsh water management plans, wetlands restoration and enhancements plans, water quality plans, alternative water supply, and any other plans or requirements imposed by the Department of Energy & Environmental Protection and/or DEEP Water Resources Unit.

Section 9.3. Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no commercial or licensed party boat use may be

made of Marine Unit, with the exception of bare boat charters and yacht sales. No signs advertising commercial services may be displayed.

Section 9.4. Electrical and Utility Usage. No device or electrical load shall exceed the capacity of electrical or other utility service provided to the Marine Unit. All electrical lines shall be grounded. Vessels causing electrolytic decomposition or galvanic corrosion shall be cured by the Unit Owner responsible.

Section 9.5. Trash. No refuse shall be thrown overboard. Trash shall be deposited in dumpsters as provided. No trash may be deposited or left on piers except in receptacles provided for that purpose. All Unit Owners and occupants shall observe good housekeeping and sanitation practices.

Section 9.6. Discharge. No Unit Owner or occupant shall discharge, nor cause or permit any person to discharge, any waste from any vessels holding tanks or toilets into the waters of the Hammonasset River or onto the uplands. Every vessel moored at the marina shall evacuate its holding tanks only into the pump-out facility provided by the Association. Further, no Unit Owner or occupant shall discharge oil, gasoline or any petroleum product either the river or the pump-out facility provided by the Association.

Section 9.7. Condition of Vessels and Mooring. Vessels shall be in a seaworthy condition and not constitute a fire hazard or they shall be removed from the marina. All vessels located at the marina shall be moored and secured according to modern seamanship techniques. The Association has the right to require a Unit Owner or occupant to upgrade his or her equipment or seamanship technique.

Section 9.8. Paint. Unit Owners or occupants shall not use bottom paint disapproved by the Department of Environmental Protection, the United States Coast Guard, the Town of Clinton or any other appropriate governmental agency. Paints, varnishes, and solvents may not be opened or mixed on piers.

Section 9.9. Engines. Engines and generators will not be run at the pier in excess of one-half hour at a time.

Section 9.10. Tenders. Tenders and Skiffs shall be stored on board larger vessels or stored on land or in water as directed by the Association.

Section 9.11. Winter Storage. Each Marine Unit owner shall be entitled to winter storage of a vessel that complies with its Occupancy Restrictions of their unit. Winter storage includes hauling the vessel, power washing the bottom, blocking, storage and launch in the Spring. Subleasing winter storage must comply with the unit Subleasing Insurance requirements. All vessels must comply with the Occupancy Restrictions. Unit owners with multiple units may aggregate vessel and unit lengths. Cradles will not be permitted except with the express written permission of the Association. Each Marine Unit Owner will put his boat in the water no later than May 20th of each year and winter storage will begin no sooner than September 20th of each year. No boat will be hauled after December 1 of each year. In the event that boats are not put in the water by May 20th, the Dockmaster may fine the unit owner \$35 a day for each day the vessel remains on land. No vessel may be removed from the facility with unpaid assessments, common fees or fines.

9.12 Work on Boats. Vessel owners may work on their own boat in the water provided the work is not a restricted activity. During winter storage, work on boats may only be done upon approval and under the supervision of the dockmaster. The dockmaster and the Association will be held harmless against any and all damage caused by such work. Outside contractors must have a Certificate of Insurance (COI) naming Clinton Yacht Haven Dockminium Association as additionally insured on file with the Dockmaster before the outside contractor is permitted to be on premise. The vessel owner or the unit owner must be on site and available when outside contractors are on premises. Outside contractors are not permitted on premises without the unit or vessel owner present. The dockmaster may make an exception for a well-known contractor with appropriate insurance naming Clinton Yacht Haven Dockminium as Additionally Insured, that is frequently operating in the facility for multiple unit owners.

Section 9.13 Restricted Maintenance Activities. Certain activities that have environmental or safety considerations are restricted to approved service providers and may not be done by owners or other persons not approved for the activity. These restricted activities include shrink wrapping vessels, heavy sanding or blasting bottoms, painting of hulls and topsides where over spray may occur, and fueling vessels. The dockmaster maintains a list of approved vendors for restricted maintenance activities. Unit owners may be fined \$500 and may be required to cover costs for cleanup for non-compliance by the dockmaster.

Section 9.14 Abandoned Vessels. Vessels abandoned at the marina are the responsibility of the unit owner. The Dockmaster will notify the unit owner of an abandoned vessel sixty days following non-payment of unit common fees, dredge assessments or fines. If the vessel is not removed from the property within 45 days, the vessel is determined to be abandoned. A fine of

\$5,000 may be imposed on the unit owner by the Dockmaster for failure to remove a vessel. The fine is intended to cover the costs of vessel disposition and disposal.

B. Use Of Marina Common Elements

Section 9.12. Use of Floats, Walkways and Piers. The piers shall be kept neat and clean. All lines and hoses shall be left coiled and out of traffic areas. No personal property may be left on the piers except when loading or unloading. There shall be no obstructions of piers, and no storage boxes shall be placed on the piers without the approval of the marina manager. Piers shall not be painted or decorated.

Section 9.13. Proper Use. Common Elements shall be used only for the purposes for which they were designed. No swimming, diving or fishing shall be permitted from the piers. There shall be no cleaning or discarding of fish on the Common Elements. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by all others. No equipment or material shall be deposited, placed or stored on the Common Elements, or adjacent wetlands or water courses, without the permission of the Association.

Section 9.14. Advertising. No advertising or soliciting will be permitted or. any boat within the marina.

Section 9.15. Fairways. When entering or leaving the marina, vessels shall be under power, not sail.

Section 9.16. Fuel. Transporting gasoline, diesel or other flammable liquids over docks is not permitted except in Coast Guard approved fuel containers. Fuel shall not be poured into vessels while at the marina, nor shall it be transferred between containers on the docks, finger piers or aboard any vessel. Fuel and oil shall not be disposed of on the uplands or discharged into the Hammonasset River or adjacent wetlands or waterways. Fueling must be done off premises. Only approved service providers may transfer fuel and work on fuel tanks within the premises.

C. General Administrative Marina Rules

Section 9.17. Emergency Repairs. Marine Unit Owners may conduct emergency repairs on their boats in the parking area upon consent of dockmaster and/or Manager, so long as only one boat owned by a Marine Unit Owner or occupant is in the parking lot at one time. Such boats may be left in the parking area for a period not exceeding three (3) days for conducting such emergency repairs. A storage fee of \$35 per day may be assessed by the Dockmaster to the unit owner for emergency repairs exceeding the three day limit. The vessel owner is responsible for paying short haul and long haul rates. A short haul is limited to one hour in the hauling equipment before relaunch.

Section 9.18. Inspection. The operator shall have the right to inspect all boats in the marina to determine seaworthiness and adherence to local and federal fire and safety requirements.

Section 9.19. Registration. The Association shall not be required to launch a vessel not currently registered. Each Unit Owner shall indemnify the Association for any liability arising from the launch of a vessel not meeting existing governmental laws or regulations.

Section 9.20. Emergency Entrance. Vessels entering the marina during an emergency shall be reported immediately by their owners to the operator.

Section 9.21. Temporary Absences. Unit Owners shall make their boat slips available when empty to the Association, for use as guest berths.

Section 9.22. Hold Harmless. The Association is not responsible for any losses on or damages to boats in the marina. Each occupant will be held responsible for damage which he may cause to other boats in the marina or for damage to any structure. Any boat which may sink in the marina shall be removed by the boat owner.

ARTICLE X

BOAT STORAGE UNIT RULES

The following Rules apply to Boat Storage Units and the Common Elements associated therewith. General use regulations of the Boat Storage Units can be found in the Declaration. These rules are in addition to the applicable marina rules set forth in Article IX hereof.

A. Use of Boat Storage Units

Section 10.1. Occupancy Restrictions. Boat Storage Units are limited to occupancy by a single vessel of a size no greater than that which can be accommodated by the size of the Boat Storage Unit. The Boat Storage Unit must allow at least six (6) inches of free space on either side of the boat when in such Unit and two (2) feet above the boat for clearance. No boat shall exceed 30 feet in length, including any protrusions, the motor, etc. All vessels shall be registered, identified, marked, equipped and maintained as required by law and safe practice. No charcoal fires or open fires of any kind will be permitted on vessels or in the docking area.

Section 10.2. Weight Limitations. The total weight of any boat to be stored in a Boat Storage Unit, including its tender, fuel, and any personal property on board the boat shall not exceed 8,000 pounds for Units up to seven and one half (7.5) feet in height, 10,000 pounds for Units between seven and one half (7.5) feet and ten and one half (10.5) feet in height, and 12,000 pounds for Units with heights greater than ten and one half (10.5) feet. The forklift operator may refuse to place any boat exceeding these weight limitations in the Boat Storage Unit.

Section 10.3. Launching and Hauling. Launching and hauling of a boat shall be accomplished by the forklift operator only. No one other than the forklift operator and his agents and employees shall be permitted in the Boat Storage Building. Boats shall be launched and hauled on a first come – first served basis and as time permits. Launching and hauling of boats in the Boat Storage Units shall be conducted between the hours of 9:00 a.m. and 4:00 p.m. during the season and one (1) time per day at no extra charge to the Boat Storage Unit Owner. Vessel launch and haul service is not available on weekends before Memorial Day and after Labor Day. In the event that the Boat Storage Unit Owner desires to have his boat launched or hauled off hours and on weekends when the service is not offered, the Unit Owner shall contact the Manager in advance. If the Manager is able to arrange for such additional launching of a boat, neither the Manager nor the Association shall be responsible to arrange for such boat to be stored at night. Such boat shall be left out of storage at the boat owner's own risk.

All boats must have battery switches and the Owner shall turn them to "off" prior to hauling of the boat. The Owner must also put down any outboard motors, outdrives, antennae, canvas tops, masthead lights, and/or any other projections which may be folded down. All trim tabs must be in an "up" position and all through-hull fittings must be conspicuously marked.

B. Use of Common Elements

Section 10.4. Repairs and Cleaning of Boats. Boat Storage Unit Owners may use a portion of the parking area for waxing, small electrical installation, clean up, minor maintenance and tune ups of their boats. No more than six (6) parking spaces at any one time shall be occupied by the Boat Storage Unit Owner for such repair or maintenance. Such use of the parking area shall be on a first come - first served basis.

ARTICLE XI

GENERAL ADMINISTRATIVE RULES

Section 11.1. Consent in Writing. Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 11.2. Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Unit Owners will be made in writing to the Executive Board or an appropriate committee.

Section 11.3. Compliance with Law. Each Unit Owner his heirs, successors, assigns, invitees, and guests and lessees shall abide by any and all governmental rules, regulations, ordinances, statutes, or other laws affecting the marina, including the laws of the Town of Clinton, the State of Connecticut and the United States and any agencies having jurisdiction.

ARTICLE XI

FINES

Section 12.1 General Rule Noncompliance A fine of \$500 may be assessed by the Dockmaster or Manager on a unit for general non-compliance with the Rules and violations of restricted maintenance activities.

Section 12.2 Upland Storage A fine of \$35 per day is assessed by the Dockmaster on the unit responsible for a vessel stored on land outside of the winter storage season or exceeding the three-day limit for emergency repairs.

Section 12.3 Vessel LOA Overage A fine of \$200 per linear foot over the specified length of a vessel's unit length may be assessed by the Dockmaster for vessels with an LOA that exceeds the unit length by more than 10%.

Section 12.5 Abandoned Vessels A fine of \$5,000 may be assessed by the Dockmaster to a unit owner responsible for abandoned vessels.