



The following Rules and Regulations apply to the operation of Breakwater at Little Bay Dock and Mooring Association and the conduct of owners, renters and guests while at the marina.

The Board of Directors reserves the right to recommend changes to existing Rules and Regulations when, in its opinion such changes and/or additions are in the best interest of the association's membership. Changes recommended by the Board must be approved by two thirds (2/3) of the owners' total voting power before they can become effective.

GENERAL

1. Unit owners shall be held responsible for their actions as well as the actions of their children, guests and tenants. Any expenses incurred by the association as a result of damage caused to association property by a Unit Owner and/or family member, guest or tenant of a Unit Owner shall be the responsibility of said Unit Owner.
2. Complaints regarding the management of the property or regarding actions of other Unit Owners shall be made in writing to the Board of Directors and signed by the complainant.
3. Unit owners, renters and guests are not allowed to bring animals, livestock, poultry, anywhere on the grounds/parking lot, in the buildings or on the docks of Association at any time. Leashed, well behaved dogs are allowed. Owners and guests are responsible for clean up and removal of all waste from the property.
4. Skateboards, roller blades and/or any motorized scooters or bicycles are prohibited from all areas.
5. Quiet hours are designated as 9 pm to 7 am daily.
6. All Owners/Lessees who are keeping a boat at the marina must provide proof of current insurance each year prior to the boat being placed in the water. A copy of the annual insurance notification or any other proof of insurance provided by their insurance carrier should be sent by owners to the Secretary. If insurance expires during the boating season, new proof of current insurance must be provided to the Secretary at that time.
7. Privileges & Responsibilities of owners who lease their slips and their renters are as follows:
 - A) Owners who lease their slip give up all privileges to use Association facilities (including but not limited to: boat docks, association bathrooms, common areas, parking area, etc.).
 - B) A Renter assumes all privileges and rights to use Association facilities for the current season.
 - C) A Renter and his family and guests must abide by all Association Rules and Regulations.
 - D) A Renter agrees to follow the Rental Agreement Procedure regarding required documentation (yearly lease agreement, indemnification form, current boat insurance certificate and payment of Association rental fee).
 - E) Slips can only be rented for the entire season or the remainder of the season (if the original owner/renter

needs to vacate). Renting by the day, weekend or random week(s) is not permitted.

F) Sub-letting of slips is not permitted.

8. In the event that a court of law should declare any paragraph herein to be invalid, such invalidation shall not invalidate remaining paragraphs.

PARKING

1. Vehicles shall be parked in areas provided for that purpose. The unit owners, their lessees, family and visitors must obey any traffic regulations promulgated for the safety, comfort and convenience of the unit owners and guests. No vehicle exceeding their defined parking space limitation is allowed in the parking area. Motorcycles must have a proper kick stand plate to maintain the integrity of the parking lot.
2. Owners will be held responsible for damage to the common area caused by oil, gasoline or acid from their vehicles. This rule applies whether damage is to their own parking space or other spaces which they may be using with or without permission.
3. Sleeping overnight in the parking lot is absolutely prohibited. This applies to but not limited to the use of campers, trailers, vans, trucks or tents.
4. The parking lot is not to be used as a play area.
5. Trailers are not allowed on premises at any time.

DOCKS & SLIPS

1. Owners and Tenants are responsible for the removal of rubbish from boats and docks. Rubbish is to be disposed of in the trash dumpster outside the gate. The placing of trash on top of or alongside of the dumpster is prohibited. No hazardous materials or building materials are to be placed in the dumpster.
2. The use of gas or charcoal grills is prohibited on the docks, finger piers or on boats while in their slip.
3. Gas cans are not allowed on the docks of the Association.
4. No boats docked at Breakwater at Little Bay Dock and Mooring Association can be a navigational hazard. Due to the navigational hazards that may be caused by the size of boats in certain slips, the following boat length restrictions will apply:
 - A) For boats docked on A Dock Slips 1-19 inclusive, and for boats docked on B Dock in Slips 1-17 inclusive, the MAXIMUM Manufacturers LOA (Length Over All) of the vessel cannot exceed 28'.
 - B) For boats docked on A Dock Slips A20/A21, and for boats docked on B Dock in Slips B18 through B21 inclusive, the MAXIMUM Manufacturers LOA of the vessel cannot exceed 30'.
 - C) All boats must be docked "stern in" towards main runways
 - D) No overnight stays are allowed on boats
5. All swimming at Breakwater at Little Bay Dock and Mooring Association is done at your own risk. Extreme caution should be taken while swimming in and around boat slips so as to not impair the navigation of any boat leaving or entering Breakwater at Little Bay Dock and Mooring Association.
6. All boats should be tied to factory installed cleats and pilings as installed by the contractor. Owners and or tenants are not allowed to modify or add additional cleats to the docks without Board approval. Securing of fenders, dock rubrail other than supplied by the manufacturer of the float system shall be approved by the Board prior to installation.
7. The purpose of the docks is for access to boats. Dock chairs are not allowed to be set in such a way as to block passage or access to other boats.
8. For the protection of docks and finger piers, all boats must have adequate clearance on either side. No additional

pilings, additions or repairs to docks are to be done without prior written permission of the Board of Directors.

9. No carpeting or covering of any kind will be allowed on docks and finger piers.
10. No storage boxes will be allowed on docks or finger piers unless approved by the Board
11. Bicycles are not permitted on docks or the association house walkways.
12. Boats not properly registered to the party owning or renting the slip they are in are subject to being removed from the association at the owner's expense, as well as a fine for violating association rules.
13. For safety reasons, the circuit breaker, if present must be turned off at the stanchion before unplugging the electric cord from the boat.
14. All power usage shall be metered and billed annually per the kw used.

JET SKIS

1. There is to be no fueling of Jet Skis within Breakwater at Little Bay Dock and Mooring Association facility.
2. Jet Skis are prohibited in the beach area. Jet Skis belonging to owners/renters cannot be tied up at the end of docks or alongside another boat, they must be tied up in designated slips for which that jet-ski has been registered to

ENFORCEMENT

In the event these Rules and Regulations are violated, the Association's Board of Directors is authorized to take action against the offender(s). Such action may include but is not limited to a warning for the first offense and the right to impose a possible monetary fine for subsequent offenses.

The remedy for violation provided for by the Condominium Act, [NH-RSA Chapter 356B](#), shall be in full force and effect. In addition, hereto, should the Association find it necessary to bring a Court Action for compliance with the law, and the courts findings that the violations complained about is willful and deliberated, the Unit Owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it to bring such action as determined by the Board.