

EXHIBIT C
SCHOONER COVE YACHT ASSOCIATION, INC. RULES

[Note: Definitions of initially capitalized terms are as found in Article II of the Declaration.

Unless the context clearly requires a contrary interpretation, the term "Marina" includes all docks, quays, piers, slips, riparian and littoral rights, and the term "Property" shall include the Marina as well as all upland areas, including but not limited to parking areas (whether owned or utilized by virtue of easement or other agreement) and the club house.

The following Rules apply to Units (boat slips), and the use of the common elements.

ARTICLE I
USE OF UNITS

Section 1.1. Occupancy and Mooring Restrictions. Units are limited to occupancy by a single vessel (and it's tender if regularly carried or towed) of a size no greater than the size of the Unit. All boats docked at a Unit must fit within the limits of the boundaries of the Unit, including all bowsprits, pulpits, rudders and other projecting overhangs. Two contiguous Units may be occupied by a single vessel. 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. Laundry shall not be hung on vessels. **No charcoal fires or open fires of any kind will be permitted on vessels or on the Piers.**

Section 1.2. Other Use. No commercial or licensed party boat use may be made of a Unit. No signs advertising commercial services may be displayed. No houseboats shall be permitted.

Section 1.3. Electrical and Utility Usage. No device or electrical load shall exceed the capacity of electrical or other utility service provided to Piers. Each slip is assigned a power outlet appropriate to the size of the slip. At the discretion of the board, if available, additional power outlets, may be rented at the following rates: per month or any part of a month 20 amps/ \$50 – 30 amps/ \$100 – 50 amps/\$150. These rates may be adjusted to reflect fluctuating electrical prices. The conversion of a power post for the purpose of upgrading power outlets from the old to the new power post will be at a flat fee of \$500 per outlet.

Section 1.4. Dumping Trash. No refuse, oil or waste shall be thrown or pumped overboard. Trash shall be deposited in receptacles provided for that purpose. **Dumpsters are located on the southwest corner of the parking lot before docks K -M.**

Section 1.5. Condition of Boats. Boats shall be in a well maintained, seaworthy condition, properly registered, able to put to sea on their own power, and not constitute a fire hazard, or the boat shall be removed from the Marina. Tenders and skiffs shall be stored on board larger vessels or stored on dinghy docks or in the water as directed by the Marina Manager or the Executive Board. Dinghies must be properly tied and out of the way of traffic areas.

Section 1.6. Preparation for Hurricanes or Other Storms. Every boat owner should make every effort to reduce the boats exposure to the wind by removing all unnecessary gear above deck that can increase windage and become projectiles.

Section 1.7. Procedures for Transient Boat Use of Docks for Protection During Severe Storms. Dock owners allowing boats not normally moored in the marina to use their docks during storm conditions must provide the Marina Manager or a SCYA Board member the boat owner's emergency contact information for the boat using their dock.

- Marina employees and directors can assign boats to vacant docks in the marina for boats seeking mooring space before or during high windstorms.
- Boats using the dock during projected high windstorms must comply with Section 5.2 Rules of Insurance and Section 5.4. Required Insurance Coverage.
- Boats temporarily docked in the marina are expected to leave immediately following a storm.
- The Association will be held harmless for any damage that might occur during a high wind or storm event.

ARTICLE II USE OF MARINA LIMITED COMMON ELEMENTS

Section 2.1. Use of Slips, Floats, Walkways and Piers ("the 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 except for steps may be left on the Piers except when loading or unloading. There shall be no obstructions of Piers. Storage boxes shall be white in color, not more than 72" long x 24" wide x 24" high and of a type as made by The American Dock Box Company or equal. Homemade boxes and corner boxes will not be permitted. Boxes can only be placed on designated docks and must be approved by the Executive Board. Piers shall not be painted or decorated without the approval of the Executive Board.

Section 2.2. Proper Use. Common Elements shall be used only for the purposes for which they were designed. No swimming, diving, fish cleaning, biking, roller skating, roller blading or other such activity shall be permitted on or from the Piers. 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.

Section 2.3. Advertising. No advertising or soliciting will be permitted on any boat within the Marina without the approval of the Executive Board.

Section 2.4. Fuel. Transporting of gasoline or other flammable liquids over docks is not permitted except in approved containers. Smoking while refueling a vessel is not permitted and engines must be turned off. The refueling of boats shall comply with the National Fire Codes (NFPA).

ARTICLE III ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Limited Common Elements, nor shall 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 shall 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 shall 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 shall cause unreasonable disturbances to other Unit Owners or occupants. Engines and generators will not be run at the Pier in excess of one half hour at a time. Halyards must be tight and tied away from the mast.

Section 3.2. Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Common Interest Community and Unit Owners shall comply with and confirm 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 Stamford and shall save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3. Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, other than the temporary passage of pets to vessels. Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon immediate written Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. Pet owners are responsible for cleaning up after their pets. No dogs or other permitted pets shall be curbed on any courtyard, or close to any patio except in the street along the hurricane wall or special areas designated by the Executive Board. The pet owner and not the Marina shall be responsible for any compensatory damage to any person hurt or bitten by any dog or other permitted pet and shall hold the Association harmless from any claim resulting from any action of their 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).

Section 3.4. Indemnification for Actions of Others. Unit Owners shall hold the Association and other occupants harmless for their actions and the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees, including, without limitation, damage to other vessels.

Section 3.5. Employees of Management. No Unit Owner shall send any employee of the Marina Manager out of the Property on any private business of the unit Owner, nor shall any 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 IV GENERAL ADMINISTRATIVE RULES

Section 4.1. 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 and may be added to, amended or revoked at any time by resolution of the Executive Board, subject to Notice and Comment or Notice and Hearing.

Section 4.2. Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Section 4.3. Piers. The term "Piers" shall include the floats, walkways, gangways, pilings and all structures ancillary to the Piers.

Section 4.4. Inspection. The Marina Manager 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 4.5. Emergency Entrance. Vessels entering the Marina during an emergency shall be reported immediately by their owners to the Marina Manager.

Section 4.6. Temporary Absences. Unit Owners may assign their slips, when empty, to the Association for use as guest berths.

Section 4.7. Unassigned Boat Slips. Unassigned Units and Moorings may be used as guest berths at rentals established by the Association, pursuant to the Declaration.

Section 4.8. Hold Harmless. The Association is not responsible for any losses on or damages to boats in the Marina. Each Unit Owner or 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 Unit Owner or occupant in a timely manner.

Section 4.9. Parking. Parking is provided while you are on your boat and not for the long-term storage of your vehicle. It is limited to Unit (boat slip) Owners with deeds specifically granting parking rights, their tenants, and their guests. Restricted Units without parking rights provided in their deed shall have no parking privileges. No residential parking is permitted in the marina parking lot. Long term parking while cruising is to be limited to one vehicle per Unit which shall be parked in a lesser used part of the parking lot directly southeast of the access drive to Palmer Landing. Vehicles unattended and who have not moved for a period of three weeks and who have not made prior arrangements with the Marina Manager will be considered in violation and subject to be towed away at owner's expense. Trucks and commercial vehicles of a capacity of over one ton and having more than four wheels are prohibited in the parking areas except for temporary loading and unloading.

Section 4.10. Emergency Contact Data. All dock owners are required to provide the marina manager or SCYA board with a updated Owner Data Sheet providing dock owner contact and boat information as well as boat owner contact and boat information for boats leasing or using the dock. The Owner Data Sheet may be obtained online at. <http://www.scya.us> The completed Owner Data Sheet should be returned to the SCYA board via mail or via e-mail by April 15 of each year or within 1 day of a change of the boat using the dock.

Section 4.11. Resale Certificate. When a marina slip is being sold the seller must request a Resale Certificate from the Secretary. prior to the sale. Failure to do so can result with fines for both the seller and the buyer.

ARTICLE V INSURANCE

Section 5.1. Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance of any of the Improvements, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in the Common Interest Community which will results in the cancellation of insurance coverage on any of the Buildings, or contents thereof, of which would be in violation of any law.

Section 5.2. Rules of Insurance. Unit Owners and occupants shall 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 5.3. 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 5.4. Required Insurance Coverage. It is recommended that the owners of all boats moored in the marina carry sufficient liability insurance to protect themselves, adjacent boats and the marina infrastructure from loss due to damage caused by their boat. It is expected that the larger

boats in the marina would carry higher liability insurance than the smaller boats due to their ability to create more damage due to their size. All boats moored in the marina for any length of time (day or a full season) must maintain minimum liability coverage of \$300,000. All owners will be required to provide the SCYA Board with proof of insurance by April 15, 2013 and subsequently on the renewal date of the insurance. Boat owners must inform the SCYA board if their liability insurance is canceled for any reason. It is recommended that boat owners arrange with their insurance carrier to automatically send proof of insurance coverage to SCYA when their policy is renewed. Owners of boats moored in the marina for short periods of time must provide proof of insurance coverage to the SCYA board before arriving in the marina or on the day that they arrive in the marina. This may be done electronically by e-mailing a copy of the insurance policy to the SCYA Secretary. **No boat will be allowed in the marina without the minimum liability insurance coverage.**

ARTICLE VI RUBBISH REMOVAL

Section 6.1. Deposit of Rubbish. Trash container locations will be designated by the Marina Manager or the Executive Board. Pickup will be from those locations only. Unit Owners or 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. Under no circumstances will oil cans, drums or the like be left on the Property. Drain oil must be recycled at a facility designated for that purpose, i.e., the City of Stamford Transfer Station. Plastic covers must also be taken to a recycle facility and not left on the Property. Recycling is made available in bins located in the parking lot parallel to the main entrance. Items should be separated and placed in the marked bins as follows:

- Newspapers. This means only newspapers.
- Bottles. Glass bottles, plastic marked with #1 or #2 and aluminum containers. All containers should be clean.
- Mixed Paper. Any kind of paper (junk mail, office or computer paper, magazines, etc.) except newspapers.

Please do not put plastic bags or other garbage in the recycle bins.

ARTICLE VII COMMON CHARGE & FEES COLLECTION POLICY

Section 7.1. Policy on Collection of Common Charges and Other Charges and Fees.

- Common charges, special assessments (unless otherwise noted), late fees, fines and all other accruing charges are due and payable on the first (1st) of each month.

- Late fees will be assessed each month on all accounts that are not paid in full by the 15th of the month (late fee amounts are subject to change by the Board).
- In cases of delinquencies greater than thirty (30) days, the Association or its management company will send a written demand for payment to the unit owner, via regular mail or email, notifying the owner of the delinquency and giving the owner fourteen (14) additional days to pay the balance in full.
- For arrears greater than sixty (60) days, if payment in full has not been timely received following the Association's letter to the unit owner, the delinquency will be referred to Association's attorney for issuance of a second demand letter.
- After sixty (60) days, the association's attorney is instructed and authorized to commence a foreclosure proceeding against the delinquent unit owner. All legal fees and costs incurred will be levied against the unit owner's account in accordance with the Declaration. The attorney shall have discretion to make such arrangements for payment of the debt as he deems reasonable and appropriate under the circumstances.
- The Board of Directors reserves the right to make reasonable exceptions to this policy and to waive late fees for good cause shown such as where the unit owner responds to association letters and attempts to make payment arrangements or submit partial payments on account.
- This policy is subject to any limitations imposed by the federal Fair Debt Collection Practices Act, as it may be amended from time to time.

Section 7.2. Fees

- Preparation of Resale Documents \$150.00
- Delinquency in payment of common charge and other fees, \$25.00 per month **plus attorney fees associated with collection activity.**

Certified to be the Amended and Restated Rules adopted by the Executive Board on March 15, 1997, Amended August 25, 2021.



President