**Rules and Regulations of the Harbor Watch Unit Owners’ Association**

**For**

**Unit Owners’, Tenants, Their Families, Guests and Invitees**

**Amendments effective September 12, 2010, by virtue of a 2/3 affirmative vote of the total Unit Owner votes allocated.**

The Harbor Watch Unit Owners’ Association adopts the following standards, administrative rules and regulations, and rules of conduct for the use, enjoyment and occupancy of condominium units and boat slips by unit owners, tenants, guests and other invitees. Included are the following procedures for imposing a monetary penalty for failure to comply with the provisions hereof with respect to the use, enjoyment, and occupancy of units, boat slips, and the project, including procedures for giving notice and the opportunity to refute or explain the charges before a decision to impose discipline is rendered.

1. Except as herein provided, the vestibules, halls, stairways, lobbies, docks, and other common areas and facilities of a similar nature must remain unobstructed, and shall be used only for purposes of normal transit and shall not be used for storage or placement of any furniture, packages or objects of any kind except as approved by the Board of Directors by a formal, written, adopted Resolution. Flower containers shall be permitted within vestibules, outside stairways and lobbies as well as in limited common areas, provided such do not prevent or obstruct normal transit. Children shall not be permitted to loiter or play therein especially on the docks, ramps, stairways and piers. The Board of Directors may permit boat storage boxes to be placed on the docks in such size, color, and location as such Board may determine.
2. Hanging, cleaning, or beating garments, rugs, clothing, towels, or the like from or on the windows, balconies, facades or exterior of the building or in lobbies, vestibules, hallways, stairways, or other common areas of similar nature is prohibited.
3. Except as hereinafter provided, the placing or throwing garbage or trash in any common area other than in disposal installations provided for such purposes is prohibited. The Board of Directors may, from time to time, designate different areas and/or receptacles in which the trash shall be deposited
4. All damage to common elements caused by moving or carrying of articles therein shall be the responsibility of and shall be paid for by the owner and/or person in charge for such articles.
5. No owner, occupant, or licensee shall post his name or any notice in any lobby, vestibule, stairway, or other common area except in places provided therefore by the Unit Owner’s Association or their names on their mailboxes.
6. Units shall be occupied and used by their owners as single-family dwelling units for such owners, their families, tenants, social guests, or invitee, and for no other purposes whatsoever.
7. No portion of any unit other than the entire unit may be rented, and no unit may be subdivided for rental, occupancy, or other purposes.
8. Residents shall exercise extreme care about making noises or playing music, which may disturb other residents. No resident shall play or allow to be played, any musical instrument, radio, stereo. Television, or phonograph or the like if the same shall disturb or annoy any other resident.
9. Residents shall not be permitted to keep any animals or fowl or any other pet on the premises (either in a unit, boat or common area), except that not more than one dog or cat may be kept as a household pet in a unit, provided that such pet is not bred, kept, or maintained for any commercial purposes, and that any such pet creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium upon ten (10) days written notice from the Unit Owner’s Association, and provided that when outside of a unit such pet shall be on a leash and under the immediate control of a responsible adult who shall immediately remove and dispose of in a safe and sanitary manner any feces deposited by such pet on any common area of the condominium.
10. Owners shall not permit or suffer anything to be done or kept in their units or boats that would increase the rate of fire insurance thereon or on the condominium as a whole. Charcoal grills or propane grills shall not be permitted on any outside decks unless such grills shall comply with the Virginia Statewide Fire Prevention Code
11. No owner, tenant, guest, invitee, or license shall install wiring for electrical or telephone installation, cable TV, television antenna, machines, or conditioning units or the like on the exterior of the project or which protrude through walls or roof of the project or which are visible from the exterior unit or common element, except that satellite dishes and flags may be attached to a floor, ceiling or vertical support of the decks of a limited common area of a unit or on a wooden railing of such limited common area or as approved in writing by an adopted Resolution of the Board of Directors of the Association.
12. No draperies, curtains, shades, awnings, or the like shall be used except as shall have been installed or approved by the Unit Owners’ Association. Such Board of Directors may also approve the installation of awnings over limited common decks upon submission to such Board of a written request with all the specifications, including, but not limited to, color, size and how it will be attached to the structure. No signs of any kind shall be placed in or on windows, doors, balconies, patios, facades, or other exterior surfaces of any unit or limited common element or common element.
13. Water shall not be kept running for an unreasonable or unnecessary period of time.
14. Each unit owner shall promptly perform maintenance and repair work within his own unit which if omitted would affect any common elements, any portion of property belonging to others, or the project as a whole, and each owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.
15. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and each unit owner at his own expense shall comply with, perform, and fully satisfy all City, State, and Federal laws, statutes, regulations, orders, and requirements affecting his unit and boat slip and the maintenance and occupancy thereof.
16. Only a single family may occupy units. Family means an individual or two or more persons, all of whom are related to each other by blood, marriage, or adoption, or a group of not more than four persons who need not be related by blood, marriage, or adoption, living or dwelling together in a unit. All water craft and boat owners utilizing the Association's dock facilities shall provide each year the name of the boat, it's make and size as well as a copy of the insurance policy coverage page to the Association Manager by June 1st of each year or before such owner utilizes the dock facilities.
17. Each unit owner shall provide the Unit Owners’ Association with such key or keys as are necessary to gain access to his unit, and any owner altering locks or installing new locks on any door providing access to unit shall provide a key or keys to such new or altered locks to the Unit Owners’ Association.
18. Parking or mooring of any commercial vehicle, or commercial boat on any portion of the condominium is prohibited regardless of size or weight of the vehicle and regardless of whether it is parked by a resident of the project or by anyone else except that this restriction shall not apply to commercial vehicles during the normal conduct of business or in the normal delivery or provision of service to a unit in the project provided the same shall not remain parked more than three hours. No recreational equipment, such as travel trailer, camper, coach, tent trailer, motorized dwelling, converted bus, boat, boat trailer, and the like shall be parked on any portion of the condominium except for pleasure craft in an assigned boat slip, and no such equipment shall be used for living, sleeping, or housekeeping purposes. The obtaining of a permit or variance to do any of the forgoing from City Council Planning Commission, or Board of Zoning Appeals of the City of Chesapeake, Virginia, or form any other governmental agency shall not abrogate these restrictions.
19. Unit Owners, their families, guests, tenants, invitees, and employees will abide by the approved parking and traffic regulations: Horns are to be used only when necessary for safe operation of vehicles. Owners shall not park, nor shall the permit their families, guests, tenants, or invitees to park, in the parking spaces assigned as limited common elements to other owners or in such as to prevent access to such parking spaces of other owners. Improperly parked vehicles are subject to towing and removal at their owner’s expense. Owners, their families, guests, tenants, or invitees and employees shall abide by such other traffic and parking regulations as may be posted pursuant to authority of the Unit Owners’ Association in the parking areas and on the driveways of the condominium. Parking in any area other than unassigned spaces or parking spaces assigned to operator of the vehicle or to the unit he is visiting of occupying is prohibited.
20. The Declarant, during the period of Declarant control, and thereafter, the Unit Owners’ Association, shall have the power to assess charges against any unit owner for any violation of the condominium instruments or of these Rules and Regulations promulgated thereto, for which said unit owner or his family, tenants, guests or other invitees are responsible. Before any such charges may be assessed, the unit owner shall be given an opportunity to be heard and to be represented by counsel before the Unit Owners’ Association. Notice of such hearing shall b at least fourteen (14) days in advance thereof and be hand delivered or mailed by registered or certified United States mail return receipt requested, to such unit owner at the address required for the notices of meetings of the Unit Owners’ Association. The amount of any charges so assessed shall not exceed $50.00 for a single offense or $10.00 per day for any events of a continuing nature, and shall be treated as an assessment against the unit owner’s condominium and may be perfected in the same manner as every other lien for assessments’ in accord with the condominium instruments, and in accord with Code of Virginia Section 55-79.
21. The Declarant, during the period of Declarant control, as provided in the condominium instruments and in the Virginia Condominium Act and thereafter the Unit Owners’ Association, reserves the right to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance and operation of the condominium and for the comfort of the occupants, thereof, and any such change herein shall be recorded in the Clerk’s Office of the Circuit Court of the City of Chesapeake, Virginia.
22. Maintenance, upkeep, repairs, restorations, replacements, renovations, improvements, and alterations to any of the common elements, limited or general. Is the responsibility of the Unit Owners’ Association, therefore, no unit owners, their families, tenants, or guests shall perform or cause to be performed any of the forgoing on any of the common elements, limited or general.

These Rules and Regulations shall be recorded in the Clerk’s Office of the Circuit Court of the City of Chesapeake, Virginia, and shall be considered and shall have the dignity of a condominium instrument. Accordingly, the Declarant, every unit owner, and those entitled to occupy a unit shall comply herewith, and any lack of such compliance shall be grounds for an action or suit to recover the sums due, for damages or injunctive relief, or for any other remedy available at law and equity, maintainable by the Unit Owners’ Association, or by its Board of Directors, or Managing Agent on behalf of the Unit Owners’ Association, or by one or more aggrieved unit owners on their own behalf or as a class action.

MEETINGS:

3rd Monday of each Month, Annual is 3rd Monday of September / 36 Votes needed for Quorum

**Amendment December 2001**

**Acceleration of Delinquent Assessments**

The bylaws are hereby amended as follows:

1. Article One, Section 8, of the Bylaws is hereby amended by adding a sentence to the end of the second paragraph as follows:

In the event of the failure of a Unit Owner to pay any assessment or assessment installation due here under for more than thirty days after the due date, the balance of installments due for the then current fiscal year shall immediately become due and payable.

**Amendment June 23, 2006**

**Limitation of Rental Units**

NOW THEREFORE, THE Bylaws are hereby amended by addition of the following provisions:

1. No more than twenty percent (20%) of the Harbor Watch Condominium Association units shall be occupied as rental units at any given time during the calendar year.
2. The Board of Directors shall have the authority to accelerate assessment payments for the remainder of the fiscal year in which an owner’s payments become delinquent for more than sixty (60) days.

**Amendment June 23, 2006**

**Renters subject to same Rules as Owners**

NOW THEREFORE, THE Bylaws are hereby amended by addition of the following rule:

Renters shall be subject to the same rules, regulations, and responsibilities as are Owners. Owners shall make this known by inclusion if any rental agreement.

**Parking Rules and Regulations**

Below are the rules and regulations with regard to parking as adopted by the Board of Directors to alleviate any current and/or future parking problems:

1. Park in designated spaces unless express permission is granted by the involved parties to do otherwise.
2. If you have visitors, workers, and/or deliveries being made to your unit, it is your responsibility to notify the individual(s) to either park in your designated space(s) or in the visitors parking in front of the clubhouse.
3. Parking of an occupied or unoccupied vehicle is not permitted in a fire lane.
4. No unauthorized us of handicap parking spaces.
5. No parking in any area not designated as a parking space including, but not limited to, on or in front of an island, on any lawn area or walkway.
6. Owner(s) with more that (2) cars must make arrangements with another owner to park in another’s designated space or make arrangements to park the vehicle(s) off association property and not in visitor parking space(s) available.
7. Park so that your bumper is not extended over the curb and into the walk area.

**Towing Regulations**

**Pool Rules and Regulations**

1. Operating hours are from 9 a.m. to 10 p.m. daily.
2. The pool is for the use of residents and guests only. Guests must be escorted by a resident and should be limited to three guests per unit.
3. Children under the age of thirteen must be accompanied by an adult sixteen years of age or older.
4. No running, diving, or rough play is allowed in the pool area.
5. Glass containers are prohibited in the pool area.
6. Pets are not allowed in the pool area.
7. No one with open wounds or infectious diseases is allowed in the pool.
8. Residents are requested to limit guests on weekends and holidays when the pool is at peak use.

**Garbage Collection**

**Garbage Collection** occurs on Tuesday and Friday mornings. Garbage must be properly packaged to prevent it from being scattered by animals or wind. Black plastic bags are the most effective.

Too often the garbage is out a day or two early and not properly packaged. If you’re going to be away consider asking one of your neighbors or a board member to put it out for you. Styrofoam packing peanuts, soda bottles, coffee containers, and cardboard are sometimes strewn throughout the area. Almost every day of garbage pickup, there is paper and cardboard lying around the grounds. On occasion we have to pay for cleanup. Please do not litter.

Let’s keep our community beautiful, it

Enhances property value

Fosters pride in our community

Provides pleasant living

**HARBOR WATCH DOCK REGULATIONS**

The Docks are the **private property of Harbor Watch**. Their use is restricted to boats owned by unit owners, renters, or their authorized guests. Guest moorings are limited to **two weeks** unless the Board of Directors is petitioned in advance. Renters must also comply with these Regulations. Suspected trespassers should be reported to the Property Manager immediately.

1. Owners are responsible for properly securing their boats, rigging fenders, etc. Any adjustments can only be made with the express permission of the boat owner.

2. Any damage to the dock or other moored boats will be the owner’s financial responsibility and not HWCA.

3. HWCA is not liable for any theft, vandalism, damage, etc. involving moored boats.

4. **All boat owners,** including Unit renters, must provide the Property Manager with a **Vessel Registration Form** prior to July 1st every year. Failure to do so may result in a fine or the towing of the boat. Blank Forms can be obtained from the Property Manager’s office or from the HW Newsletter. The following information is required:

a. Owner name, Unit number, Slip number, and emergency phone number

b. Vessel name, if any

c. A copy of the boat’s Registration or Documentation

d. A copy of the current boat insurance policy – uninsured boats cannot moor at HW

5. Only dock boxes of approved specifications are permitted. This information can be provided. The storage of flammable liquids or items heavy enough to cause the dock to list is prohibited.

6. The docks must remain **unobstructed** without tripping hazards and cannot be used for the storage of canoes, kayaks, dinghies, crab traps, etc. Only chairs actually in use are permitted. Hoses must be hung from stanchion racks. Unused lines must be stowed away or neatly coiled at the edge of the dock.

7. The transfer of fuel from portable tanks larger than 7 gallons is prohibited.

8. The feeding of wildlife is against City Law.

9. **Living on a moored boat is not permitted**. This doesn’t preclude an owner from spending an occasional night or so aboard.

10. Slips are solely for pleasure boats and not for commercial craft of any type. This exclusion includes their use by professional sales persons for displaying boats.

11. Non-independently metered electricity is intended for limited use and devices such as air conditioners and heaters can only be energized while the owner is **aboard the boat**. HWCA assumes no responsibility for property damage or personal injury resulting from the use of these receptacles or for any damages caused by power surges or failures.

12. Fresh water is provided free of charge but conservation is requested. To prevent freezing of the water lines the supply is discontinued between **late November and late March.**

13. Slips may be sold **only** to another Unit owner**. The HW Bylaws do not permit the** **rental** of these to anyone, even another tenant. The **“loaning”** of slips to other Unit owners is also not permitted. **Use of a slip is restricted to a condo owner or renter for a boat registered in that person’s name.**

14. Boat lifts are not allowed.

15. Any modifications to slips must first be approved by the Board of Directors. This includes the installation of independent power supplies and the attachment of PWC ramps.

16. All boat owners are encouraged to obtain an annual Vessel Safety Check conducted by the U.S. Coast Guard Auxiliary. Call Wayne Switzer at 436-6037 for an appointment.

Questions can be answered by contacting either the Dockmaster or the Property Manager.

Revision 4 – November, 2008