

**DEER ISLAND ASSOCIATION
PASSWAY ORDINANCES AND REGULATIONS**

PRELUDE

1. The general purpose of these Ordinances and Regulations, including the Special Provisions pertaining thereto is to maintain, insofar as reasonably practicable, the status quo of the ownership, uses and maintenance of the Association's property and the Lake Waters within its jurisdiction, and to avoid any need for litigation between the Association and its Members or groups thereof by class action or otherwise.
2. More specifically, the broad purposes of the Association are:
 - a. Regarding the Association property, including its Passways, it is the purpose of the Association to preserve its ownership rights, while at the same time maintaining the status quo by making it possible for adjacent property owners to utilize and/or maintain such portion of Association property to an extent that is reasonable and compatible with the public use and which the property has been accepted and dedicated by the Association for the benefit of its Members.
 - b. Regarding the Lake waters within its Jurisdiction, the purpose of the Association is to maintain the status quo by providing that Inland Members have access to the Lake via Passways for reasonable but limited and regulated purposes, that do not unduly affect the right or ability of Waterfront Members to reasonably use and enjoy their property and the Lake waters adjacent thereto.

DEFINITION OF TERMS

The following definition of terms shall pertain to and govern the interpretation and construction of any provision contained herein. The definitions shall not, however, be construed to create any legal entity or subdivision within the Association. "Association Property Ordinances" or "Ordinances," "Passway Regulations" or "Regulations," and the "Special Provisions" pertaining thereto, hereinafter referred to as the "Ordinances" or "Regulations" shall mean those definitions, rules, regulations, conditions, limitations, authorizations, procedures, or other provisions as hereinafter contained.

"The Lake" shall mean "Bantam Lake", the "Island" is "Deer Island and the Bar", and the "Shoreline" is the point or area at which the Lake waters' edge extends to and touches the shore of the Lake.

“The Association” is the Deer Island Association, which by Special Act of the Connecticut General Assembly is a body corporate with power to police and regulate within its jurisdiction those matters that affect the interest and welfare of those persons that comprise it.

The Association’s “Membership” is that body of persons entitled to vote in matters affecting the interest of the Association or its Members.

The Association’s “Board of Directors” or “Board” is that body of persons duly elected or appointed to act as the sole agent of the Association in all matters affecting its affairs.

An “Association Member” or “Member” for the purposes of these Ordinances and Regulations only, is a person who owns, leases or occupies Island property and includes the family relatives of such persons; and a Member’s “Invitee” includes any social or business invitee of any Member as herein defined.

An “Inland Member” is a Member who owns on the Island a complete and inhabited dwelling on a parcel of land that does not extend to the Shoreline; a “Waterfront Member” is a Member who owns a parcel of land that extends to the Shoreline.

An “Association Passway” or “Passway” is a certain parcel of land, as portrayed upon deeds, land maps and other authoritative documents of record that is owned by the Association and dedicated to the benefit and public use of its Members, as provided in these Ordinances and Regulations.

“Association Waters” is that body of Lake Waters that surround the Island and extend from the low water mark of the Island’s Shoreline outward into the Lake a distance of one hundred (100) feet and which the Connecticut General Assembly by Special Act Number 254 effective May 8, 1929 has designated to be within the regulatory jurisdiction of the Association.

“Passway Waters” is that portion of those waters within Association Waters that extend from the boundaries of a Passway’s width outward into the Lake a distance of one hundred (100) feet from its low water mark.

“Boat” shall mean any vessel or water craft whether powered by sail, internal combustion or electric power including personal watercraft or any row boat in excess of 8 feet in length. Canoes, kayaks, row boats 8 feet or under, pneumatic floats 8 feet or less in length and similar watercraft are specifically excluded from this definition.

Boat “Mooring” is the securing of a boat to the Lake bed or alongside a dock and does not apply to the temporary anchoring of a boat while its occupants lawfully engage in such activities as fishing or swimming.

ASSOCIATION PROPERTY ORDINANCES

Section

1. The prior acceptance of the ownership and dedication by the Association of any and all Association property including the fifteen Passways described upon the attached map marked Schedule A-1 is hereby verified and ratified for the sole public use and benefit of Association Members only, subject to such reasonable regulations pertaining to their use as may be determined by the Association.
2. The Board of Directors of the Association shall be the administrative and enforcement agent of the Association with respect to these ordinances and regulations. The Board of Directors is not authorized to sell, barter, compromise, or otherwise transfer any Association ownership interest in any Passway.
3. It is and shall remain the duty of the Board of Directors to assure that each Passway is adequately identified by name and location and that its boundaries are adequately delineated and marked so that Members may be aware of their existence for their beneficial use; provided, however, that the Board, whenever possible, shall assure that such markers are placed in a location and manner that is aesthetically acceptable and does not interfere with normal lawn mowing operations. In furtherance of this provision, the Board or its delegate shall make a yearly inspection of any and all Association property including Passways for the purposes of ascertaining the general condition of the property, whether it is properly identified and marked, whether there exists any indication of unauthorized use or use adverse to the Association’s interest, and whether any maintenance or repairs are needed; and, the Board shall publish for the edification of all Members, a report stating the completion of its inspection and its recommendations with respect to any of its material findings, which report shall become a part of the permanent record of the Association.
4. Any attempted, apparent, or claimed encroachment or other use or act adverse to the interest of the Association, or any unnecessary or undue obstruction to the proper public use by Members of any Association property, including Passways, is strictly prohibited.

5. It is and shall remain the duty of the Board of Directors to take such action as may be required to assure compliance with these Ordinances, and for this purpose the following definitions, exceptions, provisions, and procedures shall apply.
- a. An “unnecessary obstruction” to the use of Association property, including Passways, is an obstruction that serves neither a useful or proper need of the Member or other person who erects, installs, owns or maintains it, nor a beneficial purpose for other Members;
 - b. An “undue obstruction” to the use of Association property including Passways, is an obstruction that substantially reduces, inhibits, or otherwise adversely affects the reasonable and proper use of Passways by other Members or any access it provides them to the Lake Waters for their reasonable and proper use thereof;
 - c. The use of Passways by any adjacent property owner when the purpose of a driveway and/or parking space or any other incidental use thereof is deemed permissive and not adverse to the interest of the Association shall not give rise to any adverse easement or ownership no matter when such use began or how long it may continue;
 - d. The Association reserves its right to maintain its property, including Passways, and any maintenance by Members, including land clearing, weeding, grass or flower seeding, mowing, pruning or trimming, which shall be deemed a permissive use and is to be encouraged for the benefit of the Association and all its Members;
 - e. Any Member’s property or replacement thereof not described in Section 5c. above, including any structure, fixture, shrub, or tree presently situated within any Passway shall not be deemed to constitute an unnecessary or undue obstruction to the use of Association property, but shall be deemed a permissive use not adverse to the Association’s interest unless the Board of Directors sees fit to determine otherwise within 60 days from the effective date of these Ordinances and serves notice of such determination upon the Member concerned within 10 days thereafter; provided, however, that except for replacement purposes, no Member shall cause the erection or planting of any additional structure, fixture, shrub, tree or similar property upon any Passway except upon prior application to and approval by the Board;

f. No person may or cause another to remove, relocate, or otherwise alter the placement of any property marker that delineates the boundary of any Association property except with the written consent of the Board;

g. Nothing contained in these Ordinances shall deny or prejudice the right of the Association or any Member to assert ownership of Island property by virtue of any title, deed, or other land document of record, or by virtue of any final adjudication of such ownership prior to the effective date of these Ordinances.

6. The Association, acting through its Board of Directors, may, pursuant to the provisions of the Association Charter and the laws of the State of Connecticut, and in addition to any other enforcement action undertaken under these ordinances and Regulations, impose fines against association members and others for violation of Association Passway Regulations not in excess of \$50 for each offense. In the case of a violation of the provisions of Section 3 of the Passway Regulations, the continuance of said violation or condition constituting a violation after first notice is given by the Board of Directors may be considered by the Board of Directors to be a continuing condition and each additional day that the condition continues shall be an additional violation for which the Board may impose an additional fine.
7. In order to effect the purposes of this Ordinance, the Association, pursuant to its Authority, has enacted regulations (Passway Regulations) governing the use of all passways on Deer Island. The Association may, from time to time, amend these Ordinances and accompanying Regulations. Any amendment to these Ordinances and Regulations and the Special Provisions pertaining thereto shall be effected only by a vote of 60% of the Association's membership present either by proxy or in person at its annual meeting.

PASSWAY REGULATIONS

Section

1. a. The use of the Passways and Passway Waters is limited to Association Members (and to their invitees when accompanied by a Member), and all Association Members shall have the right to utilize all passways during reasonable hours and with due consideration to others for the purposes of access to the Lake, fishing, boating, and swimming at the user's risk. Boat launching and retrieving via trailer are permitted only in Pioneer Lane, Pine Road East and Pine Road West.

b. (1) Any excessive or unnecessary noise or pollution, alcoholic beverages, picnics, barbeques, large gatherings, unleashed dogs, littering of any description, commission of any acts or behavior commonly referred to in local statutes or the laws of the State of Connecticut as nuisance is strictly prohibited.

(2) Property storage (other than an authorized dock) or parking of vehicles or trailers incidental to Passway use is not permitted. Passways are to be kept clear for Fire Department use.

c. The Association does not determine the suitability or safety of Lake Waters or its ice, or any property therein, for any purpose or activity and assumes no risk or liability for damages arising from such use.

2. Docks may be placed or used and boats moored in waters adjacent to property of Waterfront Members only by them or their invitees. No dock may protrude into or outside of those waters except by consent. No moored boat may drift into or outside of those waters, except where unavoidable and minimized or by consent.

3. Docks may be placed and boats moored in Passway Waters only by Inland Members who may do so as a matter of right as provided below:

a. Each Passway is limited to one dock, except that no dock shall be placed or boat moored in the Waters of Pioneer Lane Passway in view of its lack of suitability and customary use as a launch area. A single dock may be jointly or severally owned by more than one Association Member. No Inland Member may own or place or participate in the ownership of more than one dock anywhere in passway waters. No dock placed in passway waters shall have any diving boards, water slides, sliding ponds or any other similar device either permanently or temporarily affixed to it nor may any such device be used at any time on any dock placed in passway waters.

b. (1) The Board of Directors of the Association, acting according to these ordinances and regulations, is the sole authority to determine use of Association property including the placement of docks and mooring of boats in or on Association property or Association passway waters. As a condition precedent to the placement of a dock in any Passway waters, the Inland Member or members, in the case of jointly owned docks, must execute and return a Dock Placement Consent agreement in form and substance annexed hereto and made a part of these regulations. In order

to qualify for and to continue to hold a Dock Placement Consent, a member must be in good standing, that is being current on all taxes due the DIA and in compliance with the Charter and By-laws and the Passway Ordinances and Regulations of the DIA. Any Association Member mooring a boat at a dock placed in passway water must provide the Board of Directors with a true copy of the Connecticut State DMV boat registration for the boat. In the event that they do not own or share ownership of the dock in question, they shall execute a letter in form prescribed by the Board providing the same representation and assurances contained in the Dock Placement Consent. The execution of a Dock Placement agreement by any member shall not create any ownership or easement interest or other property interest in and to the passway or passway waters in question but shall serve solely as a revocable license/use agreement between the member and the association which shall be revocable according to the terms of the Passway Ordinances and Regulations.

b. (2) Inland members who hold a Dock Placement Consent must place docks, available for use and mooring, in passway waters during the months permitted by these regulations. Failure to place a dock in passway waters by June 30th may be grounds for cancellation of the Dock Placement Consent and reissuance to a member on the waiting list.

b. (3) Any rights of use and/or dock placement created by the Dock Placement Consent agreement are personal to the Inland members and will continue according to these regulations only for so long as they shall continue to own property on Deer Island and remain members of the Association or until their Dock Placement agreement is terminated for cause. Dock Placement agreements shall terminate upon sale of the holder's property and shall be granted thereafter according to the provisions of subparagraph (4) below. This paragraph shall not apply to a transfer by survivorship in the case of joint tenants with rights of survivorship or, in the case of husband and wife, to a transfer through tenancy by the entirety, nor shall this paragraph apply to transfers between family members or recognized partners. "Family members" means parents, children or grandchildren of the transferor. "Recognized partners" means those persons recognized by the State of Connecticut to be in a relationship akin to marriage.

b. (4) In the event that there are not enough spaces available to accommodate the number of members requesting dock placement the

Board of Directors shall maintain a waiting list, available to any member on request, listing in chronological order all members requesting dock placement and as space becomes available through termination or cancellation the Board shall issue a Dock Placement Consent agreement to the next chronological applicant.

b. (5) In the event that there are no available dock spaces for a Dock Placement Consent agreement, but there are spaces available on existing docks which are not being utilized by the current holders of a dock placement agreement, the Board may require that the current holder permit temporary use of the space and that the parties execute a temporary Use Agreement in such form as may be prescribed by the Board providing the same representations and assurances contained in the Dock Placement Consent agreement.

b. (6) Dock Compensation:

A dock itself may be transferred or sold for two reasons: 1. Sale of property and house on Deer Island; 2. Voluntary or involuntary (Due to Board action), permanently giving up of ones Dock Placement Consent. In either case, the owner of the actual structures of the shared dock has a right to compensation for his/her/their share of the dock itself. The first person in line to purchase a share of the dock itself would be the first person on the Dock Waiting List. Should there be no wait list at the time, then the Board of Directors reserves the right to award the Dock Placement Consent to the new owner of that inland property and house once that owner is a member of the Association. Should the two parties not be able to come to a financial agreement for the transaction, the parties shall have an independent determination of the fair value of the physical dock. In the event of a continued dispute, the Board of Directors may decide the amount of the compensation to be paid for the selling member's share of the dock. Should the buyer still not agree, then the next person on the waiting list may purchase the share of the dock for the amount determined by the Board.

b. (7) No person shall record any Dock Placement Consent on the Morris Land Records. Doing so shall be a breach of the Dock Placement Consent and shall immediately terminate and make null and void the Dock Placement Consent so recorded.

c. Any member (or members) who executes and returns a Dock Placement Consent shall have an ongoing priority as against all other

members of the Association to placement of a dock in the passway in question. The priority and other rights of dock placement and use shall continue in the member(s) according to the term of the Dock Placement Consent and shall not be required to be renewed on an annual basis but shall continue for so long as the members are in compliance with the provisions of the Ordinances and these Regulations. In issuing Dock Placement Consents, the Association shall give priority first to those members who are covered by Section 1 of the Special Provisions of these Ordinances and Regulations who still have a dock placed in passway waters and then to members who currently place a dock in passway waters.

d. No boat may be moored in any Passway Waters except alongside a dock duly placed therein. Boat Mooring in open Passway Waters is not permitted, except during inclement weather in progress or threatened. Boats may be moored at docks placed in passway waters only by Inland Members and only boats owned and registered to Inland Members may be moored at any dock placed in passway waters. Regardless of ownership of the dock, Inland Members may moor only one boat per household anywhere in passway waters.

e. Any boat moored at a dock placed in passway waters may not exceed 22 feet in length measured from transom to bow. No boat moored at a dock placed in passway waters may exceed 8 feet 6 inches in maximum beam. In the case of outboard motor boats, the length that the outboard motor extends beyond the transom of the boat shall be included in the measurement. In the case of pontoon boats, the length of the boat shall be determined by the length of the pontoon.

f. Docks placed in passway waters shall be uncovered and unenclosed walkways, not exceeding 60 feet in length extending into the passway waters of Bantam Lake as measured from the mean low water point of the lake and must be placed parallel to the existing boundary lines of the passway. No dock covered by this section shall exceed 4 feet in width except for "T" or "L" sections affixed at the end of the dock. No dock covered by this section may in any event exceed a total of 300 square feet in area including any "T" or "L" section. Any "T" or "L" section must be perpendicular to the dock and must be placed only at the end of the dock in question which is furthest from the shoreline and may not exceed 100 square feet in area. Docks placed in passway waters may not be permanently affixed or installed in the passways or passway waters but

must be built and installed so as to be temporary in nature readily capable of reasonably easy placement and removal either seasonally or otherwise. The Board of Directors shall determine whether any particular dock complies with these criteria. Docks placed in passway waters may have not more than 3 boats moored to them and all boats moored to any dock covered by this section must be moored parallel to the dock in question. Upon written request by a dock owner (or owners) to the Board of Directors, the Board of Directors may, (but shall not be required to) permit a longer dock length taking into account the width of the passway, the depth of the adjoining water and other relevant circumstances. The Board of Directors may not in any case increase the permitted square footage for docks covered by this section.

g. No Inland Member(s) placing a dock in passway waters may charge or request any fee, charge or consideration of any sort of any person as a condition of use of the said dock except that:

1. An Inland Member who places a dock in passway waters may request a one-time contribution as a reimbursement for the cost of construction of the dock from any other Inland Member who requests permission to moor a boat at the dock; any such payment must be proportional and bear a reasonable relationship to the value of the dock; or
2. The dock owner may request that an additional section be constructed at the boat owner's expense to provide for the additional boat. The dock owner may require that specifications of the addition match the existing dock as to form, fit and function.

h. The number and placement of such boats are limited to the provisions of Schedule A attached hereto and made a part hereof.

i. Any dispute involving dock placement or Boat Mooring shall be resolved by the Board of Directors.

j. Any dock owner who places a dock in passway waters shall assure its reasonable, safe and secure condition and shall provide the Board of Directors with a Certificate of Insurance (COI) providing general liability coverage naming the Deer Island Association, its members, directors, officers, agents, representatives and or employees, as their interests may appear, as additional insureds. Such Commercial

General Liability Policy shall have limits of a minimum of \$1,000,000 per occurrence / \$2,000,000 annual aggregate. The Commercial General Liability Policy shall not contain a property damage / bodily injury per occurrence / per claim deductible greater than \$1,000. The insurance carrier must have an AM Best rating of A- or better. A Certificate of Insurance shall be provided to the Board of Directors on an annual basis. Any Inland member who moors a boat at any dock in any Passway (except the owner of a dock who has previously provided the Association with a Certificate of Insurance) who does not otherwise own or share ownership in the dock, shall maintain boat / watercraft insurance with minimum liability limits of \$500,000 per occurrence / \$500,000 annual aggregate. The insurance carrier must have an AM Best rating of A- or better. A Certificate of Insurance shall be provided to the Association Board of Directors on an annual basis. Any Inland member placing a dock in passway waters and any Inland member mooring a boat in passway waters, regardless of any ownership or share of ownership in the dock, agrees and undertakes to assume all liability for any injury or other damage occasioned by the use of the said dock or boat and agrees to indemnify and hold harmless the Association in respect of any such liability.

- k. The construction, maintenance, and insurance costs of any dock placed in Passway Waters shall be borne by the Inland Member(s) who owns it, but any Inland Member may use it for the limited purposes of embarking or debarking passengers or gear.
4. Any unauthorized property or act adversely affecting the interest of the Association's Waters, Passways, or Members, shall be promptly removed or terminated by the person(s) responsible, or by the Board of Directors upon such notice, procedure, terms, and conditions that are reasonable, equitable and proper, or by other legally competent authority.
5. Enforcement/Removal of Docks and Boats/Action by Board.
 - a. The Board of Directors of the Association shall be the chief enforcement agent of these regulations and ordinances. The clerk of the Association shall be the chief enforcement officer of the board. If any dock is placed or boat moored in any passway in violation of any of these regulations, the Board of Directors in the exercise of its discretion shall be authorized:

1. to remove or cause the removal of the dock or boat in question and in addition;
2. to impose a fine pursuant to the provisions of the Association Property Ordinances;
3. to issue a warning;
4. to take any combination of the above actions and/or such other action, not inconsistent with these regulations and ordinances of the Association Charter as may be in the best interests of the Association.

b. In any such enforcement action, the Association shall be entitled to recover on behalf of the Association the full cost of removal of any dock and/or boat and storage of the same if necessary, as well as any other expenses, including reasonable legal and other administrative fees, which it may be entitled to recover according to law or pursuant to these regulations.

c. Except for the issuance of a warning, prior to the determination that a violation exists, or to the removal of any dock, or the imposition of any fine, or any other enforcement action, the Board shall serve 7 days written notice on the Association Member(s) in question, according to the Association bylaws, specifying the violation in question, giving them the opportunity to cure the violation or to advise the board as to their position in the matter. The board shall make a determination as to the existence of any violation and as to the appropriate enforcement action. The Board may make a determination and may act only at a board meeting on notice to the effected parties and conducted pursuant to the Association bylaws.

d. In any violation of Sections 3b, c, d, e, f, j, the observation of the violation by the Board and/or its enforcement officer or direct knowledge of the Board based on its records shall be of itself sufficient for the Board to determine that the violation exists and that the Board may act.

e. In the case of violation of Section 1.b.(1) of these regulations, the Board may act only on the written complaint of an Association Member.

f. In the exercise of its authority and enforcement of these Regulations and Ordinances, the Board of Directors shall be entitled to exercise its reasonable discretion and judgment in resolving complaints and violations and enforcing the provisions of the Ordinances and Regulations except that in any case where:

1. any owner or owners of any dock or of any boat moored in any Passway shall fail to provide the Board of Directors with the proof of insurance required above, 7 working days after written notice to do so has been given according to the provisions of the bylaws, or shall fail to continue to maintain said insurance in force during the time their dock is in passway waters; or

2. any member or other person places or attempts to place a dock or moor any boat in violation of the priority or placement right of any member;

then the Board shall not be entitled to discretion but must act as expeditiously as possible to remove the dock or boat in question and take such other action as may be necessary to preserve and protect the Association interests and those of its members.

g. In the event that only one owner of a jointly owned dock shall commit a violation, and the other owners are in compliance, then the board may undertake enforcement action only against the owner in question. In such case, the dock shall not be removed, but the Board may impose a fine, revoke the dock placement rights of the owner in question, and remove or cause to be removed any boat owned by the owner in question from passway waters.

SPECIAL PROVISIONS PERTAINING TO ASSOCIATION PROPERTY ORDINANCES AND PASSWAY REGULATIONS

Section

1. Any Inland Member whose dock was placed in Passway Waters on or prior to August 29, 1981, or whose boat was moored therein between May 30, 1981 and August 29, 1981, shall have a preferential right to place a dock and moor a boat alongside thereof, subject to the provisions of applicable Passway Regulations and Schedule A herein, provided that such Member shall not later than November 15, 1981 assert such preferential right in writing to the Board of Directors who shall issue a written confirmation of

all such valid preferential rights not later than December 15, 1981 with notice thereof to the Membership.

ADOPTED: At a meeting of the Deer Island Association that was commenced on August 29, 1981, adjourned to, continued, and concluded on October 3, 1981, upon motion duly made, seconded, and voted affirmatively by a majority of those Association Members present in person or by proxy, it was RESOLVED: That the following, entitled “Association Property Ordinances”, “Passway Regulations”, and the “Prelude”, “Definition of Terms” and “Special Provisions” pertaining thereto, affecting the ownership, use, and maintenance of Association property and the waters within its Jurisdiction herein stated, be and are hereby adopted effective October 3, 1981.

Amended: Annual meeting of September 2, 2000

Amended: Annual meeting of September 1, 2001

Amended: Annual meeting of September 1, 2002

Amended: Annual meeting of August 30, 2014

Amended: Annual meeting of September 5, 2015

Joseph Wasiluskas, Clerk
Deer Island Association

Schedule A of Passway Regulations

Inland Members may moor their boats alongside docks placed in Passway waters designated for this purpose, subject to applicable Passway Regulations and the preferential rights afforded by the Special Provisions Section 1.

Name of Passway	Maximum number of Mooring Sites
Hilltop West	3
Sunset	3
Lakeside	3
Grassy Way	3
French	2
Hilltop East	3
Pine Road East	3
Sandy End	3
Pine Road West	<u>3</u>
Total	26

SCHEDULE A-1



Dock Placement Consent

This is to advise that the Deer Island Association consents to your placement of a dock in _____ Passway. This consent will be ongoing unless otherwise revoked, but is conditioned upon the following:

- You represent that you _____ (the undersigned) are the owner(s) of the dock in question. This consent is subject to the Deer Island Association Passway Ordinances and Regulations; adopted 8/29/81 amended 9/2/00 and 9/1/01 and 9/1/02 and 8/30/14 and 9/5/15 (hereinafter Association Passway Regulations) and any subsequent amendments thereof. If there is any change in ownership of the dock, you agree to advise the Board in writing.
- You agree to comply with all of the Association Passway Regulations and any future amendments thereto. The Association Passway Regulations are incorporated into and made a part of this agreement.
- The dock in question will be of sufficient size to accommodate the number of boats authorized for that passway and will be made available to other Association members for use according to passway regulations. Only members of the Deer Island Association will be authorized to moor a boat at the dock and only boats registered to Deer Island Association members will be moored at the dock. You will maintain the dock in repair and be responsible for its placement and removal and situate it so as not to impede Fire Department access.
- In consideration of the Association's grant of this consent, you agree to assume the liability for any injury or other damage occasioned by the use of the dock and you agree to hold the Association harmless in respect of any such liability.

This consent is personal to you (jointly) and will continue in effect year after year without the requirement of annual renewal on an annual basis and you are given a priority for placement of a dock in _____ Passway over all other members of the Association for so long as you comply with the above and the Association Passway Regulations. You understand that this consent is not intended to constitute any grant or any other right of ownership in any portion of the Association's property but is a revocable permission to use the passway in question as indicated herein. This consent may be revoked by the Board for non-compliance with Association Passway Regulations or by action of the membership for any reason acting at a membership meeting pursuant to the Association bylaws. In the event that you have had a dock in the passway in question in 1981 or before and are covered by Section 1 of the Special Provisions of the Association Property Ordinances and Passway Regulations, nothing in this consent is intended to change that status.

No person shall record any Dock Placement Consent on the Morris Land Records. Doing so shall be a breach of the Dock Placement Consent and shall immediately terminate and make null and void the Dock Placement Consent so recorded.

**NOT VALID UNLESS COUNTERSIGNED BY
THE DEER ISLAND ASSOCIATION**

Deer Island Association
by: _____
_____, Chairman, Deer Island Association;
for the Board; approved Board meeting
_____, 20__

Witness: _____
_____, Clerk, Deer Island Association

STATE OF CONNECTICUT:

COUNTY OF _____ : ss. _____, 20__

On this the ___ day of _____, 20__, before me, the undersigned officer; personally appeared the above named _____, known to me or satisfactorily proven, and who being deposed by me acknowledged that he/she is the person described herein and who has executed the foregoing Dock Placement Consent as his/her free act and deed before me.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: