

LWA Rules

The Rules of The Lake Waubeeka Association Authority

These rules have been approved by the Board of Directors of the Lake Waubeeka Association, Inc. (LWA) under authority of its Articles of Association, its By-Laws, the July 24, 1951 Declaration of its developer Lake Tormid, Inc., and Section 47-244 of the Connecticut General Statutes, as amended. The LWA Board may modify these rules at any time. The most current set of Rules will be updated on our website and they will be the controlling authority.

Community Government

1. The LWA is governed by eleven directors elected by the members. Its officers include a President, First Vice President, Second Vice President, Treasurer, Financial Secretary, Recording Secretary, and Corresponding Secretary.
2. The directors meet at least once each month, and all members are invited to attend.
3. All members must pay an annual assessment to the LWA. The Assessment is based on the annual budget divided equally by the number of members. The assessment is payable in several installments and dates as determined by the Board of Directors. The whole amount plus interest retroactive to June 1 accrues if any payment is more than thirty days late.
4. LWA uses multiple means to communicate with residents. Email, website postings and the U.S. mail are used to notify residents about meetings, elections, rule changes and community events.

Community Property

1. The LWA owns all land identified in the By-Laws other than the members' lots. This includes Lake Waubeeka and its surrounding perimeter varying between 10 and 45 feet in width, the 50-foot strips under and alongside the roads, access ways to and from the lake, woodlands throughout the community, and the various recreational areas. The LWA can, at its discretion, trim, maintain, or remove all trees and shrubs on these lands, including those planted by residents. **No one may build on, occupy, alter, or otherwise harm these lands without written permission from the LWA Board.** This includes any

changes to, installations of and removals of trees and plantings, septic tanks, decks, patios, docks, walls, fences and anything else which could potentially compromise the lake's shoreline. Safety pruning, cabling and structurally thinning trees and any change to root mass is prohibited except by licensed professional approved by the Board. Any work done on a lot exterior near the shoreline requires installation of a silt fence along the LWA shoreline buffer area to prevent runoff in to the lake.

2. The LWA also owns the Community House and other facilities and equipment. No one may damage this property or deprive the community of its use.
3. Residents may apply to the LWA Board for written permission to reserve the Community House for private use, for a fee. Proof of insurance, a security deposit, and other restrictions apply.
4. Community athletic fields and tennis facilities are open from 9:00 a.m. to dusk daily. Use is first-come, first-served and at the user's own risk.
5. Logging, hunting, trapping, and open fires are prohibited throughout the community at all times.
6. Smoking is not permitted at any time in the Community House or any other building owned by the LWA.
7. Littering is not permitted on any LWA property.
8. Firearms, BB guns, pellet guns, paint guns, bow and arrows, slingshots and other weapons and devices may not be fired or discharged anywhere on common community property at any time without the express written permission of the Board of Directors.
9. To ensure safe roads and driving conditions, any member regularly discharging liquids from their property onto LWA roads shall be fined.

Water System

1. The LWA owns and maintains the community's water system. No one may damage its pipes or equipment, interfere with its safe and proper operation, or impair the water supply, directly or indirectly.
2. The LWA will conduct repairs and maintenance of the community water mains at its expense. The LWA will also repair lateral piping for 15 feet past a member's property boundary or up to (but not including) the member's shutoff valve, whichever distance is shorter. The LWA is not responsible for any damage

caused to a member's landscaping, fencing, or other structures incurred while conducting such repairs.

3. All members who replace a shutoff valve must place the new valve within 15 feet of the property boundary closest to the water main.
4. All members must immediately repair any leaks or other plumbing problems on their property or which they cause, immediately. The individual member is responsible to the LWA for any harm resulting from their failure to do so.

Lake and Beaches

1. The beaches of Lake Waubeeka are open from dawn to 11:00 p.m. daily. No one may contaminate or otherwise threaten the normal and healthy conditions of the lake and its surrounding ecosystem, discharge or abandon any foreign or waste material in it directly or indirectly, or deprive the community of its use.
2. The LWA does not provide lifeguards. Swimming, fishing, ice skating, boating, and all other activities in and near the lake is at the user's own risk. All persons are advised to comply with the swimming, boating, and child safety advisories issued by the American Red Cross.
3. No one should swim outside the designated swimming areas unless accompanied by another person in a boat.
4. No powerboats or motorized vessels of any kind are allowed in the lake. Rowboats, canoes, sailboats, kayaks and paddleboats are permitted so long as they are thoroughly cleaned before being placed in the lake so as to avoid contamination. Boats are not permitted in designated swimming areas.
5. All boats must be parked only in designated areas, tagged with LWA registration stickers, and marked with an owner's name and address. The LWA is not responsible for boats, oars, or other personal items stored or left on community property.
6. LWA residents are permitted to sleep on the beaches, so long as they do not disturb nearby residents, clean up after themselves by 9:00 AM, and obey all other applicable rules. Beaches must be left in the same condition in which they were found.
7. Glass bottles, pets, and bicycles are prohibited on the beaches at all times.
8. Smoking, including e-cigarettes is prohibited on any of the LWA beaches or designated park and recreation areas.

Residences

1. Lots in our community are exclusively residential and their use is governed by Danbury Zoning Regulations and the Lake Tormid deed covenants. Only single-family homes of a minimum 600 square feet and garages for up to two cars are permitted. All construction must comply with applicable ordinances, regulations, and permit requirements, as well as the LWA's By-Laws, rules, and Declaration.
2. All portions of structures and lots visible from the roadway and neighboring residences must be kept clean, orderly, and free from debris.
3. All residents are responsible for removing snow and ice from their driveways and walkways, removing or repairing any dangerous conditions, and otherwise maintaining the safety of their property. Dead trees on private property must be removed.
4. Fences and outdoor walls may be no higher than 3.5 feet. Most retaining walls are not considered to be a fence or wall under this rule. New retaining walls to be constructed after January 18, 2009 require the prior review and written approval of the Board before they are built.
5. Residents may not permit stagnant water and similar breeding conditions for mosquitoes to accumulate or remain on their property.
6. Before building on, removing any tree from, installing a fence or outdoor wall on, or otherwise altering any land near a property boundary, a member must request and obtain written confirmation from the LWA Board that no property of the LWA will be impacted. The LWA Board may require a report from a licensed surveyor at the member's expense before granting this confirmation.
7. All members must have their septic tanks cleaned by a licensed servicer at least every 24 months, even if their homes are seasonally vacant, and provide documentary proof they have done so to the LWA. This is necessary to preserve and protect the lake environment, residents' health, and property values. The only exceptions the Board will consider are for homes that have been completely unoccupied for at least 12 months, and have pumped immediately prior to this period. A home is deemed to be "unoccupied" when:
 - nobody has stayed overnight
 - absolutely no activity during the day (cleaning, using water)
 - a receipt or written statement is provided to the BOD that the home has been "shut down, and water has been drained".

8. The LWA Board must be notified before any sale, transfer, or lease of a property or residence. A resale certificate will be issued upon request; a fee may apply.
9. Every member who owns a lot on which no residence has been built must, when construction begins, pay a Capital Equalizing Charge. The LWA Board will determine this charge in its discretion to assess a fair contribution toward the existing community facilities for which other members have already been paying.

Leasing Restrictions

1. The LWA has determined that reasonable restrictions on leasing property in the community are necessary to clarify our Declaration's prohibition against business enterprises and boarding houses, to meet underwriting requirements of institutional lenders, and to protect the community's security and property values. These Rules must therefore be followed by all owners and tenants.
2. No house may be leased, rented, or otherwise conferred for possession by a nonowner in exchange for rent or other value unless: (a) the lease is in writing and specifies a term of not less than thirty days; (b) a maximum of four adults, no more than three of whom are unrelated, will occupy the house and all of whom are listed by name in the lease; and (c) the entire house, as opposed to a single room or other portion of the house, is leased and the owner does not share occupancy. Single-room, day-to-day, and week-to-week rentals are specifically prohibited.
3. At least one week after the commencement of any lease, and within one week after any cancellation or change of information, the owner must provide the LWA Board with all of the following: (a) a complete copy of the lease including all addenda and modifications; (b) the current residential address and phone number of the owner; (c) the names, home addresses, and phone numbers of all occupants; (d) the make, model, color, and license plate of all tenant vehicles which will enter the community and (e) email address of all adult tenants. LWA will not provide security access codes or cards to, and will prohibit entry by, any person for whom all required information has not been submitted.
4. Subleases are prohibited.
5. Owners are strictly responsible for the conduct of their tenants and their tenant's guests at all times. Owners are liable for all violations for LWA's Declaration, Bylaws, and Rules as well as all violations of all federal, state, and local laws committed by and fines imposed against their tenants. Owners must assign to

their tenants, and are forbidden to exercise, all rights to use LWA's beaches and other recreational facilities during the lease term.

6. Any purported agreement or transaction which contradicts the Declaration, Bylaws, Rules, or applicable law is prohibited and void. No owner may advertise or propose a house for lease in any manner which, if so leased, would violate the Declaration, Bylaws, or Rules or applicable law.
7. If any person violates any provision of the lease, Declaration, Bylaws, Rules, or applicable law, the LWA Board may take such action as it deems appropriate and as allowed by law. This may include levying monetary fines of up to \$500 per day against the owner and tenants, suspending community privileges, filing reports with legal authorities, undertaking eviction proceedings, and/or other legal remedies.

Pets

1. Residents are responsible for their pets at all times. This includes monitoring the pet's own well-being in addition to protecting all people, property, and other animals from them. Residents may not allow their pets to make noise disruptive to others.
2. Residents must always curb their pets (i.e., clean up all droppings).
3. Pets are not permitted on the beaches, athletic fields, or playground, or in the Community House or any other building owned by the LWA. Dogs must be leashed whenever outdoors, except in the fenced dog run adjacent to the athletic fields.
4. No resident may own or keep any animal that is non domesticated, intended for consumption, or housed in outdoor caging or pens.

Household Garbage and Recycling

Household garbage (as defined by the Danbury Health Department) and single-stream recyclables will be collected every Monday; please place your bins/bags at your curbside after 4pm Sunday or early Monday morning.

Single stream recycling includes glass, cans, plastic, paper and cardboard.

Large cardboard that does not fit in your trash container or in clear/blue plastic recycling bags should be broken down, stacked and tied neatly and put out with your curbside garbage.

All household garbage must be properly sealed and secured against wildlife.

Household garbage, recyclables and other refuse may not be left outside homes from Monday evening through 4pm Sunday.

Large furniture items, appliances, electronics will continue to be picked up by LWA Maintenance at no charge. Pickups will continue to be on Monday morning only and should be placed curbside after 4pm Sunday. **NOTE: If the total size of your large items exceeds 8 x 12 feet, you are responsible for its disposal.**

Residents may also use the dumpster behind the Community House for household garbage but not for recyclables, construction materials or discarded furniture.

Hazardous Materials such as paint, pesticides must NEVER be placed in household garbage/recycle bins or in the dumpster. For hazardous materials disposal, please refer to this link: <http://hrra.org/household-hazardous-waste/>

Contractor construction materials and debris must be removed from LWA by the contractor and will not be picked up.

Community Dumpster

The dumpster behind the Community House is for household garbage/trash ONLY.

Recyclables, furniture, appliances, water heaters, mattresses, carpet or other large items, or other durable goods made of wood, metal, plastic, must NOT be placed inside or left outside of the dumpster.

Pallets and construction debris may NOT be placed inside or left outside the dumpster.

Contractors are NOT permitted to use the CH dumpster.

Homeowners are personally responsible for disposing of “do it yourself” as well as contractor construction/remodeling debris.

Yard Debris

Grass clippings must be in a bucket for pickup

Brush must be cut into nothing greater than 4-foot lengths

Do not put piles on top of road drainage grates or catch basins

Brush and leaf piles must be separated

Piles need to be on road surface not on curb or in property

Materials bundled with twine is acceptable

If you choose to bag your organic material (twigs, brush, etc.) you must use paper, *not plastic*.

Any “yard debris” that does not comply with the above list will NOT be picked up and the homeowner will be given a notice of violation. Upon a 2nd notice, the homeowner will be called to a hearing and a fine will be determined.

Vehicles and Traffic

1. Motorized vehicles may not be operated or parked on any land owned by the LWA (except on roadways and areas designated for such use), or on any land owned by another member without the member’s permission.
2. To protect the safety of the residents, especially children, the speed limit for all community roads is 15 miles per hour. All roadway signs (speed limit, one way, stop, no parking, and the like) must be obeyed.
3. Because the LWA plows snow on community roads, vehicles should not be parked on them during the winter months. The LWA is not responsible for snowplow damage to any vehicle parked along a roadway.
4. No more than one car per household is permitted in the beach parking areas during the summer months. Any parked car blocking another car must display the owner’s name on its dashboard.
5. Abandoned, unregistered, and nuisance vehicles on or obstructing community property will be towed at the owner’s expense.
6. Only legally registered and insured motor vehicles and LWA registered golf carts, operated by a licensed driver, may be driven on LWA’s roads and designated parking areas with the exception of LWA vehicles.

7. No motor vehicles may be operated on LWA's woodlands, trails, fields, parks and common land at any time unless at the express direction from the Board of Directors.

Docks

1. All docks on Lake Waubeeke are constructed and maintained by members but are available for use by any resident if they do not trespass on private property. Use of all docks is at the user's own risk.
2. Docks may not exceed 96 square feet or extend more than 18 feet into the lake. Dressing rooms, oar lockers, and similar structures are not permitted. Docks may not contain Styrofoam or other contaminant materials.
3. Members must apply to the LWA Board in advance for written permission to construct or modify any dock. Membership in good standing and other restrictions apply. All applications must specify: (a) the proposed dock's location and distance to the nearest existing docks in both directions; (b) its length, width, and height above the water; (c) its manner of attachment and/or floatation; and (d) its construction and finishing materials. At a meeting of which the applicant is given notice and an opportunity to attend, applications will be granted, granted conditioned on modifications, or denied in the LWA Board's discretion upon aesthetic, safety, practical, and other considerations.
4. The LWA Board may, in its discretion, require any dock it deems to be unsafe or unsightly to be repaired, modified, or removed at the homeowner's expense.
5. When any member sells, leases, or transfers a property with a dock, the LWA Board may, in its discretion, require the new or prior member to repair, modify, or remove the dock at the new or prior homeowner's expense, or take such other action in the community's interest.

Access Control

1. Access to the community is restricted by a gate, which is controlled with electronic passes and codes. All vehicles which enter and exit are digitally photographed. However, no one can guarantee any resident's security, and the LWA is not responsible for criminal activity or any failure of the gate system.

2. No one may damage the LWA’s access control equipment, deprive the community of its use, or otherwise compromise the community’s security. Breaking the gate and support equipment for any reason is punishable by a fine.
3. Residents are responsible for the well-being and conduct of all persons to whom they distribute passes or codes, or otherwise allow access to the community. LWA may request that residents promptly identify all persons to whom they have granted access to the community. Failure to comply may result in the de-authorization of some cards, clickers and codes.
4. Residents and their service suppliers must jointly apply for access for services via Entry Codes, other than the previously authorized and active service providers. Contractors signing a Vendor Access Agreement will be issued a 5 digit access code which will expire after their contract is completed.
5. Residents are issued cards or clickers plus a dialer ID Code for entry. Residents cannot give their assigned cards or clickers to nonresidents or contractors.

Enforcement

- The LWA Board may enforce these rules and protect the interests of the community by imposing fees and fines, through litigation in the LWA’s name, and as it otherwise deems appropriate and as allowed by law. The following is a non-exclusive list of fines imposed, with reservation that severe offenses may require additional Board actions,

Damaging the security gate/and support equipment	\$200 plus repair costs
Speeding/Unsafe Driving	
First Offense	Written Warning
Second Offense	\$ 75
Third Offense	\$150

Illegal Dumping	\$300 plus removal costs
Littering on any LWA property	\$100
Fire on Beach after 11PM or not in fire pit	\$150
Smoking in any LWA building	\$50
Failing to clean up after a pet	\$25
Failing to obey a roadway sign	\$25
Failure to pump septic tank	\$ 350 if not done within 6 months of request \$ 700 if not done within 12 months of request
Operating a motorized vehicle without a valid driver's license.	\$ 100 first offense 2 nd offense at Board's discretion
Firing or discharging of a weapon or device defined in Community Property Rule 8	\$ 100 first offense 2 nd offense at Board's discretion
Discharging liquids as defined in Community Property Rule 9	\$ 500 per day

Other Violations and repeat violations

As determined by the Board

- Interest accrues at the rate of 1.5% for each whole or part month upon any assessment, equalization charge, fine, and other debt owed to the LWA for so long as it remains unpaid. A check returned by the bank for insufficient funds or for any other reason will incur a \$20.00 fee.
- Delinquencies are vigorously pursued. Each member is responsible for all expenses including court costs and attorney fees which LWA incurs for any reason related to the member or the member's property, account, family, tenants or visitors.

- All payments received or recovered by the LWA will be applied against a member's accounts in the following order: Attorney fees and expenses; interest on and then principal of each unsecured debt in chronological order; interest on and then principal of each secured debt not entitled to statutory priority in chronological order; interest on and then principal of each unpaid priority fine in chronological order; interest on and then principal of each unpaid priority special assessment in chronological order; and interest on and then principal of each priority common expense assessment in chronological order.
- Failure to pay any assessment, equalization charge, or other debt owed to the LWA, will result in the loss of voting rights until the debts are paid. Violations of rules or By-Laws, could, in addition to fines, also result in loss of membership privileges and the use of community facilities.
- The LWA Board has sole discretion to interpret these rules and its By-Laws and Declaration, and also to grant exemptions on a case-by-case basis.