

Lake Harmony

Paper Streets and Access Areas

Rules and Regulations 2024

The Lake Harmony Group (“LHG”) is the owner of certain “paper,” or unopened, streets, being Summit Street, Kidder Street, and Hartung Street between North Lake Drive and Lake Harmony and Laurel Street, Oscola Street, Leshar Street, Grove Street, Pine Street, Chestnut Street, Spruce Street, Pocono Street, Spring Street, Harmony Street, Henning Street, and Ridge Street between South Lake Drive and Lake Harmony. These Rules apply to access and use of these paper streets and lakefront areas.

1. Paper streets and lakefront on paper streets may be accessed only by homeowners of the Lake Harmony Association and the Lake Harmony Estates and guests accompanying such homeowners, except that tenants may access only Leshar Street and the associated lakefront access area. **No access is permitted by the general public.**
2. Docks are for the use of slip licensees and guests accompanying slip licensees for the purpose of accessing permitted watercraft only. No person is permitted to launch kayaks, canoes, paddle boards or other non-motorized watercraft, or to jump or dive into the lake, from any dock.
3. On paper streets on which there are docks and slips, parking is reserved for slip licensees, one car per slip, while such licensee and their accompanying guests are utilizing their permitted watercraft, the lake or the lakefront area. To the extent that additional parking can be accommodated, parking is reserved first for homeowners of adjacent properties granted a parking permit as set forth in these rules, and then for homeowners of the Lake Harmony Association and the Lake Harmony Estates while such homeowners and their accompanying guests are utilizing the lake or the associated lakefront access area.
4. Homeowners of properties directly adjacent to paper streets may request in writing a permit from LHG to park a single vehicle owned or leased by the homeowner. In extraordinary circumstances, LHG may, on a case-by-case basis, allow for a second vehicle, owned or leased by the homeowner, to park on a paper street with an appropriate permit. Whether or not to allow such parking shall be in the exclusive discretion of LHG, and shall be based upon, among other things, the availability of parking on the homeowner’s property, the available area for parking, drivable width and condition of the paper street, and the number of slips on the paper street. LHG reserves the right to charge a fee for such permit.

5. Vehicles parked on paper streets may not block or interfere with access to slips or to the lakefront.
6. Except for homeowners of adjacent properties granted a parking permit as set forth in these rules, no overnight parking is permitted on paper streets.
7. LHG reserves the right to have any vehicle blocking in any other vehicle, or any vehicle in violation of these rules, towed at the vehicle owners' cost.
8. LHG does not maintain streets for winter use. Any homeowner with a parking permit wishing to arrange for snow removal shall obtain prior LHG approval.
9. Homeowners, including those with parking permits, accept and assume liability for all loss, damage, injury or death that may arise directly or indirectly as a result of their use of the paper streets and lakefront on access areas, or the use by any of their guests or tenants, and agree that LHG is not responsible for any loss or damage whatsoever including but not limited to; loss or damage caused by wind, fire, theft, storm, explosion, or any other cause, to any property belonging to the homeowner or their guests or tenants.
10. Homeowners shall indemnify, hold harmless, and at LHG's request, defend LHG, the Lake Harmony Association and the Lake Harmony Estates Property Owners Association and their officers, directors, agents and employees (the "Indemnitees"), against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and cost of suit, arising from the homeowner's use of the of the paper streets and lakefront access areas or the use by any of their guests or tenants, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property, or the negligence, omissions or willful misconduct of the homeowner or their tenants or guests; provided, however, that the homeowner's indemnity obligations hereunder (not its defense obligations) shall not extend to the percentage of liability conclusively determined to be directly attributable to any Indemnitee's willful misconduct. To the full extent permitted by law, all indemnity obligations shall be regardless of degree of fault, even if caused by the negligence of any degree or character (whether sole, joint, concurrent; active or passive; ordinary, per se, gross or recklessness) of any of the Indemnitees.