



# Resident Manual

**Prepared by the Homeowners' Association  
Board of Directors**

September 2011

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Dear neighbor,

Welcome to our community! Yacht Club Cove is more than a collection of upscale homes on one of the most beautiful lakes in the country; it is in fact a community. We are a community of neighbors with diverse interests and backgrounds but a common interest in our mutual well being. Neighbors in Yacht Club Cove have a long history of looking out for one another.

The Homeowners' Association is made up of all of the individual unit owners. The Association is managed by the Board of Directors, who are all elected volunteers. The principal responsibility of the Board is to preserve, protect and enhance the property values within the community. Board members look out for their neighbors' interests by making all decisions with that overriding responsibility in mind. This Resident Manual was created to simplify understanding of how our community operates and the rules under which we have all agreed to live. It is designed to help you be a good neighbor and enhance your enjoyment of the community. This should serve as a quick and easy reference and answer most of your questions. Please take some time to familiarize yourself with the contents.

We are glad that you are our neighbor and look forward to your active participation in our community.

Sincerely,

Your Board of Directors

## **Welcome to YACHT CLUB COVE**

Yacht Club Cove, located on 14.76 acres of land, consists of 84 privately owned lots, containing a Residential Unit with an integral garage and an assigned boat dock, and Association-owned common areas of landscaping, roads, parking, walks, and a clubhouse with a pool and spa.

It is the intent of YCC to provide a pleasant and orderly place to live as well as protection of the value of the Owners' investments. This is possible by establishing and honoring uniform high standards for use and appearance of the area.

All residents, both owners and tenants, are encouraged to respect these standards and to express individuality in the spirit of cooperation with and consideration of other residents.

**Each Owner is to receive a copy of the "Blue Book,"** which contains:

- OP = The Offering Plan (the Developer's description of the proposed project - 50 pgs.)
- CCR = The Declaration of Protective Covenants, Conditions and Restrictions Exhibit A - 42 pgs.)
- CI = A Certificate of Incorporation (Exhibit B - 7 pgs.)
- BL = By-Laws of the Association (Exhibit C - 12 pgs.)
- The Developers' Certification (Exhibit H - 3 pgs.)
- ER = Engineers' Certification and Report (Exhibits I & J - 13 pgs.)
- A Soils and Foundation Evaluation (Appendix A - 12 pgs.)
- An Architectural Report (Appendix B - 7 pgs.)
- Five Amendments

**The following pages are a summary of relevant sections of the Blue Book and other rules and regulations in force. They do not replace the Blue Book as the legal statement of the rights and duties of the YCC Homeowners' Association and its members.**

## **The YCC Homeowners' Association**

The Association is incorporated to preserve, protect and enhance the value of the community facilities, to maintain open space areas and to ensure the enjoyment of rights, privileges and easements for the benefit of people owning or residing in Yacht Club Cove.

Each Unit Owner is a member of the Association, is entitled to one vote, regardless of the number of units owned, on matters requiring membership approval. Any Owner who is in violation of the Declaration of Protective Covenants, Conditions and Restrictions, as determined by the Board of Directors, or who has not paid an assessment which is due, is not entitled to a vote.

The Association has responsibility for and the authority to:

- Own, operate and maintain common property.
- Adopt and promulgate new rules and regulations to enhance and preserve the facilities for the benefit of members relating to the use, operation and maintenance of Association property for the safety and convenience of the users.
- Grant easements on its property.
- Borrow money or mortgage Association property.
- Enter the property of an Owner, as reasonably necessary, for maintenance and repair.
- Provide appropriate fire and casualty, liability, directors and officers liability, fidelity bond and workers compensation insurance; as no portion of the property is within a Flood Hazard Zone, the Association is not required to obtain flood insurance.

## **Meetings**

- An annual meeting is held for the election of directors and special meetings are held as called by the President or the BoD or at the written request of one-third of the Owners.
- Written notice of a meeting must be given to each Owner at least 10 days, and no more than 30 days, before the date of the meeting.
- One-fourth of the membership constitutes a quorum.

**Books and Records**

The books, records and meeting minutes of the Association are available for inspection by the members during business hours at Woodbridge Group's office, 271 Marsh Road, Suite 3, Pittsford, NY 14534.

## **Board of Directors**

**President** - an officer appointed or elected to preside over an organized body of persons.

**Vice President** - an officer next in rank to a president who serves as president in the president's absence.

**Finance/Treasurer** - an officer in charge of the receipt, care, and disbursement of money.

**Secretary** – an officer in charge of the records, correspondence, minutes of meetings, and related affairs of an organization.

**Harbormaster** – director in charge of all matters concerning the harbor, docks and boat slips.

**Buildings** – director in charge of all matters concerning the maintenance of all matters concerning the outside of all buildings.

**Grounds** – director in charge of all matters concerning grass, trees, plantings, roadways and walkways.

**Pool & Clubhouse** – director in charge of all matters concerning the pool (maintenance, lifeguards, safety) and the clubhouse (rentals & upkeep).

## **Standing Committees**

**Architecture** - The responsibility of this committee is the enforcement of rules relating to the exterior appearance of the property and control over any change in the use of any additions, modifications or alterations to the exterior of the Units or other improvements.

**Community Connections** - Its purpose is to create a sense of community in the neighborhood by sharing common interests and social events.

**Green Thumb** - The function of the group is to maintain and enhance the appearance of common property areas.

## **Board of Directors**

Management of the Association is performed by a Board of Directors elected by and made up of members of the Association. Nominations for directors are made by a Nominating Committee appointed by the BoD or by the members, and must be made at least 30 days prior to the annual meeting. Voting is by secret, written ballot, allowing also for write-in votes. Vacancies may be filled by the BoD with the appointee serving until the next election. Directors may be removed for any reason by a vote of two-thirds of the members present at a meeting of the members at which a quorum is present, and replacements elected, or by two-thirds of the other directors where a director has been absent for three consecutive meetings.



# General Rules and Regulations

The Association, the Architecture Committee or their agents may make a reasonable entry into a Unit or onto any property to carry out its maintenance responsibilities or to inspect to determine if there is a violation of an Association rules.

The failure to enforce any rule does not waive the right to enforce that rule in the future against the same or any other Violator. Neither the Association nor any person is liable for a failure to enforce any rule of the Association.

## **Advertising and signs**

No signs or other advertising of any nature, including political campaign signs, signs advertising property for sale or rent, may be placed anywhere on the property except with the approval of the AC or the BoD. Approval has been granted to homeowners to place one "For Sale" sign in one window on each side of their property.

## **Clotheslines**

Clotheslines and outside drying and airing of clothes or bedding is not permitted. It is understood that there are occasions that homeowners may need to use a deck railing to dry items such as rugs or boat covers. Please be courteous of your neighbor and do not leave these items out for more than 12 hours.

## **Commercial and professional activity**

No business, profession or home industry may be conducted on the property without the consent of the AC and the BoD.

## **Contractors:**

Each contractor working for the Association will report to the one director who is authorized by the BoD to sign the appropriate contracts, approve all work, approve any expenditure of funds, and authorize final payment, which constitutes final acceptance of the work. The contractor is to be informed that the one director is the only person authorized to make representations binding on the BoD. Any work done or expenditure made by the contractor without the authorization of the proper director is done or made at the contractor's own risk.

### **Fines and other penalties**

The Board of Directors (BoD), in addition to or as an alternative to seeking legal action, may enforce the rules of the Association, after giving an alleged violator a reasonable opportunity to appear before it and make a case, by imposing monetary or non-monetary penalties. The amount or severity of the penalty is to be reasonably related to the violation and to the aim of deterring future violations. Monetary penalties become a Special Assessment and are, until paid, a lien on the property and a personal obligation of the Owner.

### **Garages**

- Garages may be used for vehicular parking only and may not be modified for any other use.
- Owners and occupants must, to the extent practical, park their motor vehicles in their garages.
- Garage doors are to be kept closed, except for ingress and egress, whenever possible.

### **Garage and yard sales**

Garage and yard sales are not allowed. The Yacht Club Cove community is invited to participate each year in the Holiday Harbour community garage sale day. This is generally the first part of June and there is a nominal fee to participate.

### **Garbage and Refuse Disposal**

- All garbage and refuse must be kept in sanitary containers, screened from adjacent property and may be placed in the open no more than 24 hours before a scheduled pick-up, which is on Tuesdays or Wednesdays when Monday is a holiday.
- Garbage placed for pick-up must be in tied clear plastic bags (per City of Canandaigua Code) or in suitable containers. The use of covered receptacles is strongly encouraged to prevent litter caused by crows & high wind.
- Please place heavier items on top of your recycle bin so that on windy days we aren't littering our neighbors' properties.

### **Noxious or offensive activities**

- No noxious or offensive activity is permitted.
- No nuisance or annoyance to the residents or Owners is permitted; this includes the emission of smoke, soot, fly ash, dust, fumes, herbicides,

insecticides and other types of air pollution, and radioactive or electromagnetic radiation.

### **Television or radio antennas**

No outside antenna for television, radio or other communication reception or transmission may be erected, except with the permission of the AC and the BoD.

### **Speed limit**

The speed limit on the property is 10 mph. There are no sidewalks in YCC. Safety is always a concern for walkers, runners, children, pets and bicyclists. To help enforce this speed limit, speed humps are found throughout the community.

### **Parking rules:**

- Parking is permitted only in garages, driveways and designated parking areas. Please be considerate of our guests if you use the overflow parking areas long-term.
- No parking on roadways or grass.
- No parking in the mailbox area except to pick up mail.
- No parking in turn-around area.
- No parking on the clubhouse road.
- Commercial vehicles, boat trailers and recreational vehicles must be garaged.

No **snowmobiles** or similar vehicles are permitted on the property.

No **unlicensed motor vehicles** may be operated on the property and, unless garaged, may not be parked on the property.

A vehicle too large to fit into a garage may not be left overnight on the property.

Commercial vehicles, unless garaged, may not be left overnight on the property.

Outside storage or parking of **commercial or recreational vehicles, campers, boats and trailers** is prohibited, except with the approval of the AC.

No extensive work on any motor vehicle, boat or machine of any kind is permitted outdoors on the property.

Vehicles illegally parked, on the property may be towed at the owner's expense.

## **Animals, Birds or Insects**

Except for one dog, not over forty pounds, or one cat, owned at the time the Owner purchased the property, any animal, bird or insect, including a replacement for the original dog or cat, kept on the property must be approved by the BoD.

Dogs and cats on the property must be leashed at all times.

Use of a "pooper-scooper" and use of approved disposal containers is required even in the designated dog walk areas. These areas are found on the Forever-Wild side of the guest parking and behind the mailboxes near the stream. Animal deposits must be picked up by each owner and disposed of at their personal property.

Dogs are not to be tied to the trees near the pool or left unattended tied to personal residences or on decks.

Please do not feed waterfowl. This seemingly harmless action alters the natural behavior and feeding patterns of the waterfowl, as advised by the NYS Department of Conservation.

Please do not feed feral cats.

The BoD may require any Owner or tenant to dispose of any animal, bird or insect if, in the sole discretion of the BoD, it is creating a nuisance because the Owner does not clean up after it, it is too noisy, or it is not properly controlled.

Owners are responsible for animal or insect infestations in their units or on the grounds.

## **Rights and Responsibilities of Owners**

The Owner, for himself or herself and all heirs, successors and assigns, has agreed to observe, perform and be bound by the Declaration of Protective Covenants, Conditions and Restrictions (CCR) and has personal responsibility for the payment of all charges which may become personal liens or liens on the property.

### **Rights of Owners**

- Every Owner, and the guests and tenants of an Owner, has a right of access and an easement of enjoyment to all Association property and an easement of ingress and egress. An Owner has an easement of up to three feet for encroachments onto Association or neighboring property.
- An owner may vote by absentee ballot or proxy, in writing filed with the Secretary of the Association, on any matter submitted to the members for a vote, except for the election of directors.

### **Every Owner is responsible for:**

- Maintenance assessments which are due monthly.
- Special assessments for capital improvements which, together with any late charges and costs of collection, remain a lien on the property until paid.
- The maintenance, repair and replacement of Water and sewer laterals servicing the Unit.
- Any maintenance, repair or replacement made necessary by a negligent or willful act or omission of an Owner (including a family member, tenant, guest or invitee).
- Insurance covering the Owner's personal property and personal liability, and that part of the Unit and property not covered by the Association fire and casualty insurance.

### **Maintenance requests by Owners:**

- An Owner should make a maintenance request to the YCC Property Manager's Office.
- If an Owner Wishes to undertake repairs, for which the Association is responsible, the Owner must first submit the request to the BoD, with a statement of the cost of materials and labor; if the BoD approves the request, the Owner may undertake the work and, on completion, submit a bill to the BoD for reimbursement.

### **Owners and tenants**

- Any lease must provide that the tenant will comply with the covenants, conditions and restrictions, the By-Laws and the Rules and Regulations of the Association.
- Leases must be for a **minimum of six months**.
- Copies of leases are to be placed on file at the YCC Property Manager's office. The BoD will notify, in writing and by certified mail with return receipt requested, the Owner of any violation by a tenant and, if the violation is not corrected or eviction proceedings begun within 14 days of the date on the receipt, the BOD may seek legal action or impose fines or other penalties against the **Owner**.
- Tenants must comply with all HOA Rules and Regulations. Homeowners renting their units are asked to share this manual with your tenants.

## **Grounds**

### **The Association has responsibility for and the authority to:**

- Maintain the original buildings on private property, including the exterior of the Units.
- Improve the quality of the environment by reducing or eliminating any adverse impact on the area.

### **The Association is responsible for:**

- The maintenance, repair and replacement of all buildings and improvements on Association property.
- The maintenance, repair and replacement of all roadways, parking areas, driveways and walkways.
- Snow removal from all roadways, parking areas and driveways.
- The maintenance of all landscaped areas, including lawn mowing, except for landscaping installed by an Owner or occupant.
- The maintenance, repair and replacement of all pipes, wires, conduits and public utility lines serving more than one Unit and not maintained by a utility or other company, except for sewer and water laterals.
- Repair and replacement of exterior siding, gutters, downspouts and roofs.
- Painting the exterior trim and the exterior of windows.
- Painting and caulking windows and exterior doors, including garage doors.
- Paint or stain, repair or replace the fences, railings and decks initially installed by the Developer.
- The maintenance of the exterior of skylights.

### **Maintenance of the grounds:**

- The Association and the AC must consider the environmental impact of any existing or proposed activity on the property and may establish standards or guidelines aimed at reducing any adverse environmental impact or take affirmative action to improve the quality of the environment.
- Snow will not be removed from driveways where a vehicle is parked.
- Any plantings made in the YCC Common Areas must be coordinated with the YCC Grounds Director.
- No plantings or placement of objects may be made in private areas which restrict or interfere with maintenance of the grounds or which will obscure or restrict access to fire hydrants, gas and/or electric meters; any new



flower bed, or the extension of existing beds, should be made only with the prior approval of the BoD member responsible for the grounds.

- Plantings, ornaments, signs, lights and other exterior decoration, remaining beyond one season, must be approved by the AC; the AC may require the removal of any such item at any time (even before the expiration of one season), such that the placing of an item without prior approval.

### **Trees, shrubs and fences:**

- Screen plantings, fences and walls placed by the Developer may not be removed or replaced, except with something similar, without the permission of the AC.
- No fence, wall or screen planting may be added without the permission of the AC.
- No fence, wall or screen planting may be placed so as to obstruct traffic view.
- No trees may be removed without the permission of the AC.
- Trees 15' and higher will be pruned to maintain the current height; smaller trees are left to grow until the lower branches are 7' above the ground, away from lights and giving reasonable clearance for the gardeners, and to a proportionate top height.
- Tree branches growing against a building are to be pruned to protect the tree and the building from damage. Be aware of vines and the damage they may cause to foundations and buildings.

### **Embankments:**

- No plantings or other materials may be placed, and no activities engaged in, on the embankments as will damage the embankments or cause erosion or sliding or interfere with drainage. Weeds may be trimmed but not removed along the harbor embankment..

### **Temporary dwellings**

No temporary building, trailer, tent or other structure may be used, temporarily or permanently, as a dwelling, except with the permission of the AC or BoD.

## **Assessments**

The Association may make maintenance and special assessments. If a maintenance assessment is not paid within ten days of the date due, a late charge of 10% is imposed. After thirty days, interest may be charged on a late payment. Assessments constitute liens on the property and the Association may bring legal action to collect assessments, late charges, interest, the costs of collection and attorney fees.

The maintenance assessment is divided in an operating fund (OF) and a reserve fund (RF). The maintenance assessment has a percent allocated to the operating fund and a percent to the reserve fund.

An Owner has the right, on a written request, to a written statement of all assessments due.

## **Maintenance Assessment**

The Association collects a maintenance assessment, which is set annually and must be the same for each Unit from which it is responsible for paying:

- For the maintenance, preservation, operation and improvement of Association property.
- To promote the recreation, safety and welfare of the members.
- Taxes on Association property.
- Utility services for Association property.
- Casualty, liability and other insurance on Association property and on the Units, and on the directors.
- For the maintenance, repair and replacement of all roadways, parking areas, driveways, walkways, sidewalks, docks and other improvements for which the Association is responsible.
- For the maintenance, repair and replacement of the Unit exteriors, including siding, roofs, decks, gutters, fences, railings and driveways.
- For the painting of exterior trim and the exterior of doors and windows.
- For other such needs as may arise.

Dissatisfaction with the quantity or quality of maintenance service furnished by the Association does not entitle an Owner, under any circumstances, to withhold or fail to pay an assessment.

### **Special Assessment**

The Association may levy a special assessment, payable in that year or the following year only, for capital improvements; if the amount of the assessment is 25% or more of the annual maintenance assessment it must be approved by a two-thirds vote of the members present or voting by proxy at a special meeting called for this purpose.

## **Architectural Controls**

The enforcement of rules relating to the exterior appearance of the property and control over any change in the use or any additions, modifications or alterations to the exterior of the Units or other improvements is the responsibility of Architectural Committee. The functions of the AC may be limited or expanded by a two-thirds vote of the Board of Directors. All AC recommendations must be approved by the BoD before a project can move forward.

No exterior addition, modification or alteration may be made to any lot or Unit unless and until a plan, in the form required by the AC, is submitted to, reviewed and approved by the AC; the AC may charge and collect a reasonable fee for the examination of plans submitted for approval.

The AC will notify the applicant of the approval or qualified approval of a plan, which has been submitted, specifying any conditions on the approval; the AC will keep a permanent record of such approvals and conditions and will make this record available to the applicant. The AC will notify in writing the applicant of a disapproval of a plan, stating the grounds for the disapproval; the AC, if requested and if possible, will make reasonable efforts to assist and advise the applicant on revision and resubmission of an application.

Interior structural changes that impact the original structure of the home also need AC approval.

Yacht Club Cove Homeowners Association, Inc.  
VARIANCE REQUEST

Mail or Fax to:

Woodbridge Group  
32 N. Main Street  
Pittsford, NY 14534  
FAX: (585) 385-4693

Requested By:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

I request permission to make the following changes to the exterior of my townhome or to the common area of the community. I have attached a sketch of proposed changes, listed materials, brochures, etc. (Please be specific. Extra sheets may be attached.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for request: \_\_\_\_\_

Length of Guarantee (if applicable): \_\_\_\_\_

Indicate future maintenance required by the Association: \_\_\_\_\_

Name of contractor (company) who will do the work: \_\_\_\_\_

Contractor's certificate of insurance is attached or on file with HOA \_\_\_ Yes \_\_\_ No

For Board of Directors Use

\_\_\_\_\_ **Approved**  
\_\_\_\_\_ **Approved With Conditions (see attached)**  
\_\_\_\_\_ **Not approved**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Latest completion date after which any approval is automatically revoked and a new variance request is necessary: \_\_\_\_\_

Comments on final inspection by Board of Directors and/or Property Manager:

\_\_\_\_\_  
\_\_\_\_\_

This architectural change will \_\_\_\_\_ will not \_\_\_\_\_ become the responsibility of the unit owner as it concerns maintenance and/or replacement.

Architectural guidelines:

The following guidelines have been adopted by the AC and the BoD but still require prior approval.

Replacement front doors may be by another solid steel door with six recessed panels or by a door the lower half with recessed panels and the upper half mullioned glass, or the entire door 15 pane mullioned glass. Approved door colors are from Sherwin Williams.

Extra White	SW#7006
Burgundy Red	SW#6300
Liberty Blue	SW#2941
Resolute Blue	SW#6507

Approval of a satellite dish antennas are on a case-by-case basis; a dish must be as hidden from sight as possible; dishes cannot be larger than 18 inches in diameter.

Removal of mullions (window grids) does not constitute an external change extensive enough to require the approval of the AC and the Board.

Owners may install 10-foot off-set deck umbrellas attached at the foot and at the railing; and which are removable, apart from the clamps and foot bracing, for winter storage; the only approved colors for such umbrellas are solid burgundy red, solid dark blue or solid dark green; the Owner is responsible for any damage caused by such an umbrella or caused in or as a consequence of its installation.

Retractable awnings must be of similar or better quality and be of similar design to existing installations at YCC; if at all possible, awnings should not be attached to roofs but be installed to exterior walls; awnings may only have vertical stripes, with alternating patterns similar to existing installations; the dark awning stripes are to be dark green, dark blue or charcoal gray, with alternating stripes of light gray, tan or white; a competent (preferably licensed) installer must perform all installations and must file insurance certification at the YCC office; all work must be performed within two years of approval.

Storm door replacement must be a full glass door with a full screen option.



May 23, 2011

To: Yacht Club Homeowner

From: Harbormaster

A note from the Harbormaster:

Hopefully we will all be able to be boating soon. It is great to see the harbor slowly start to fill up and before you know it, we will all be enjoying the lake and all it has to offer.

Before we get into full swing I want to remind everyone of a few items so we can make sure we all are good neighbors and not endangering anyone. Many people use our docks to walk on, transport children in strollers and pull coolers loaded with food and beverages for the day. Please make every effort to keep the docks clear of ropes, toys, tubes, floatation devices, etc. These items left on the deck are especially hazardous at night and busy weekends when there are a lot of people out.

One very important point is to remind people to tie their boat up properly. Please do not allow the bow or pulpit to stick out over the dock so people are not able to pass. Also please remember to tie your boat to the side docks tightly so you do not encroach on your neighbor's part of the slip. The most important thing to remember is to be a good neighbor.

If anyone has a registration sticker on their boat please make sure you send a copy of the registration and the member registration form to the harbormaster or management company.

## **YACHT CLUB COVE**

### **BOAT RULES AND DOCKING REGULATIONS**

1. Each boat docked in Yacht Club Cove shall occupy the dock deeded to the property occupied by the person or persons or immediate family to whom the boat is registered or leased.
2. All boats, except visitors' boats, must be registered with the Yacht Club Cove Director of Docks & Boat Slips
3. While there is a tenant occupying a unit the owner of the unit relinquishes the right to use the dock space assigned to that unit. Reminder that all lease rentals must be for a term of six months or longer.
4. No homeowner or tenant shall rent out or lease dock space but may allow another resident of YCC to use the dock provided such use is registered in writing with the Harbormaster.
5. No boat longer than 27 feet shall be docked in YCC. The length stated on NYS registrations is the determining factor. No more than one boat may be docked at any dock. No boat may occupy more than half the width between any two parallel docks including protective bumpers and reasonable clearance space between boats and docks.
6. While moving under power in the channel the policy of "no wake" shall prevail for the protection of all boats – 4 MPH maximum speed.
7. Visitor docks are for the daytime use of guests of YCC residents. When overnight or longer periods are needed permission will be granted after the boat registration number is registered with the Harbormaster on a first come first served basis and provided dock space is available.
8. No property owner may purchase or own more than one dock space.
9. The Board of Directors may consider the temporary exchange of one dock for another only with the written consent of both parties involved in the transfer proposal.
10. The Board of Directors may consider the rental of all visitor docks to YCC residents needing a second dock for a period of one boating season. Such rentals may be approved for a second season if no other residents request the use of said docks. All boats placed in these docks are subject to the same rules and regulations as all others in YCC. The rental costs will be based on the rates charged by local marinas.
11. The Yacht Club Cove Board of Directors has the right to have any boat not in compliance with the Rules and Regulations and not registered with the Harbormaster (other than a short term visitor) removed from the Cove by the Ontario County Sheriff's Department or one of the local marinas. This will be at the boat owner's expense.

12. For safety sake, keep off of the rock walls of the boat basin.
13. Report any dock problems to the Harbormaster or Management Company as soon as possible to prevent injuries to users.



# Boats and Docks

## **Boat lift rules:**

1. Approval must be obtained from the A C or the BoD before a lift is installed.
2. The lift must be contained entirely within the Owner's assigned slip.
3. The lift must fit completely under the boat; awnings or canopies are not permitted.
4. The lift may not be attached to the dock in any manner.
5. No excessive noise-causing equipment, such as air compressors, may be used to raise or lower the lift.
6. The lift must be totally self-contained and not require connection to any YCC power source.
7. The lift may not raise the bottom of the boat above the top of the dock at normal water levels.
8. The lift must be in the down position when a boat is not on it.
9. The Owner must sign an Agreement of Responsibility, as provided by YCC, and assume responsibility for any damage caused by the lift, or caused in its installation or removal, to any YCC-maintained property.
10. The Owner assumes all responsibility for any damage done to the lift and/or to the docks caused when the lift is left in the water when the cove freezes.
11. The lift must be removed at the Owner's expense when the need arises, as for example when the lift is damaged or when it causes damage, as determined by the YCC Board.
12. The Owner is responsible for storage of the lift when it is out of the water; it may not be stored on any YCC-maintained or common property.
13. Upon transfer or sale of the Owner's property in YCC, the Owner must remove the lift, unless another YCC Unit Owner has signed and filed with YCC the Agreement of Responsibility covering this lift.

## **Docks**

- No running on docks. Wear protective footwear. Children should not be left alone on the docks and life vests are suggested. No swimming off the docks.
- Please be kind and do not disturb snapping turtles and other wildlife.



YACHT CLUB COVE HOMEOWNER'S ASSOCIATION, INC.  
CLUBHOUSE OPERATING RULES

PLEASE READ THE FOLLOWING CAREFULLY before signing and submitting your reservation request so that you will be fully aware of your responsibilities in connection with the exclusive use of the Clubhouse and its facilities. Requests are to be submitted to the Woodbridge Group, 32 N. Main Street, Pittsford, NY, 14534. Phone is 585-385-3331

1. A fee of \$50.00, payable by money order or check, to the order of Yacht Club Cove Homeowner's Association, will be charged for the exclusive use of the Yacht Club. The fee of \$50.00, plus a separate check for \$75.00 Security Deposit, and completed application form, should be submitted to reserve the Clubhouse on the activity calendar. The fee of \$50.00 is refundable up to 7 days before reservation date. The Security Deposit of \$75.00 will be kept with the application and will be returned following inspection of the Clubhouse.
2. The Clubhouse is available for use exclusively by Yacht Club Cove resident homeowners for the purpose of entertaining their guests. Reservations are on a first come/first served basis and no more than one reservation will be honored during any given 24-hour period. Residents must be current on all HOA monthly dues and special assessments to be eligible to rent clubhouse.
3. No reservation may be made by any homeowner more than 90 days prior to the event. Functions that are open to the entire Yacht Club Cove will take precedence over private parties.

4. The pool and restroom areas will always be kept open for use to all Yacht Club Cove residents; therefore, you will be reserving the Clubhouse only for private use without intrusion.
5. No reservations for private parties will be honored for Memorial Day, 4th of July or Labor Day including preceding weekend except for the 4th of July when this occurs mid-week.
  - a. During the Summer Season the Clubhouse will be available for rental by resident homeowners per request therefore, you will be reserving the Yacht Club only for private use without intrusion. Use of pool and spa by private parties available only after 5 PM.
  - b. Yacht Club will be double locked by the lifeguard when (s) he leaves during the summer.
  - c. Maximum capacity is 35 persons.
6. A member of the Yacht Club Cove Board of Directors, or Facility Manager, may, at their discretion, inspect the Yacht Club while a party is in progress. Any damage noted during or after the occasion will be recorded and the costs for repair or replacement of the damaged property will then be the responsibility of the homeowner who rented the facility. The security deposit will be applied and balance will be billed to homeowner. A copy of the documented damage and the actions taken for necessary repair or replacement shall be kept on file with the Yacht Club Cove Board of Directors.
7. Neighbors are not to be disturbed or annoyed in any way by loud, boisterous or obscene conduct or language. We request that the Clubhouse not be used for any purpose between the hours of 12:00 midnight and 8:00 AM.
8. Clubhouse and deck are smoke free areas
9. Guests should not use the Holiday Harbour parking lot.
10. Keep the Clubhouse driveway free of vehicles. This is a fire lane and must be kept clear in case of emergency. Two (2) host cars or service vehicles are permitted to park in the turn-around for the duration of the party. All other vehicles must use the guest parking lot on Yacht Club Drive.
11. Please leave the Clubhouse as clean as you found it. The cleaning supplies, broom, vacuum cleaner, and mop are in the utility closet.
12. The Yacht Club Cove Homeowner granted the exclusive use of the Clubhouse must agree to:
  - a. Be personally present during the entire reserved time.

- b. Provide your own party supplies; the paper products in the kitchen and restroom are for community functions.
- c. Clubhouse is a carry-in/carry-out facility. Please take all trash home for your weekly garbage pick-up service.
- d. Shut off air-conditioner, if used. In winter turn heat down to 5 degrees.
- e. Turn off stove and/or all other equipment used.
- f. Barbeque grills should be used on the driveway or lawn and not on the clubhouse deck.
- g. Turn off all inside lights.
- h. Turn off upstairs and downstairs fans.
- i. Do not use barbecue grills on Yacht Club deck. Use your own barbecue grill at the end of driveway. No commercial barbecues.
- j. Adhere to any rules put forth by the on duty lifeguards with regard to the pool and spa.
- k. Be sure the building is secure when you leave.

The Yacht Club Cove Clubhouse is a community facility, to be used and enjoyed by all residents of Yacht Club Cove. Please be considerate to your fellow neighbors and follow the guidelines set forth above. Failure to adhere to these guidelines can result in loss of security deposit, additional charges for repair or necessary cleaning, and loss of the privilege to use the facility in the future. Thank you and enjoy.

## YACHT CLUB RESERVATION REQUEST

**THE CLUBHOUSE IS A NON-SMOKING AREA**

Date of application: \_\_\_\_\_

(No more than 90 days prior to event)

Requested By: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Start Time: \_\_\_\_\_

Reason for Request- Type of Event (no fund-raising)

\_\_\_\_\_

Homeowner's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Will your guests be using the pool?

Approximate number of invited guests: \_\_\_\_\_

\* Private parties not to exceed thirty-five (35) persons.

Opportunity to rent Yacht Club is available to **RESIDENT HOMEOWNERS** only.

**Use of pool and spa available only after 5 PM.**

Fee: \$50.00 – Security Deposit: \$75.00

(Two separate checks) PAYABLE TO: YCC HOMEOWNER'S ASSOCIATION, INC.

Mail to: Woodbridge Group, 32 N. Main Street, Pittsford, NY 14534

Keys are available from any YCC BOARD MEMBER

### STATEMENT:

I have read the rules governing use of the Yacht Club as set forth on the attached sheets, and hereby agree to abide by these rules. I am also aware that any violations will be forwarded to the Yacht Club Cove Board of Directors for review.

Signed Homeowner: \_\_\_\_\_

Approved (Member of Yacht Club Cove Board): \_\_\_\_\_

Date: \_\_\_\_\_

=====

**YACHT CLUB RESERVATION APPROVAL**

Homeowner: \_\_\_\_\_

Your request for use of the Clubhouse on \_\_\_\_\_ has been approved.

It is your responsibility to clean up after your party in order for your full deposit to be returned.

The vacuum cleaner is in the closet. Please bring your own garbage bags and take your garbage with you after your party. A checklist will be provided with this approval to assist you.

Thank you for doing your part in keeping the Yacht Club attractive to all.

Sincerely,

\_\_\_\_\_

Member – Board of Directors

**This reservation is subject to obeying all local, New York State and Federal laws.**

# YACHT CLUB COVE HOMEOWNER'S ASSOCIATION

## CLUBHOUSE RESERVATION CHECK LIST

This checklist has been prepared for the purpose of familiarizing you with the Yacht Club and aiding you in closing up the premises at the conclusion of your party. Please note that the "Private Party" signs referred to in Item #15 are found in the closet.

- \_\_\_\_\_ 1. Close all windows and screens.
- \_\_\_\_\_ 2. Check all areas and chairs for smoldering smoking materials and other sources of fire.
- \_\_\_\_\_ 3. Be sure to put deck/pool umbrella's down (but left in table) and bungee cord.
- \_\_\_\_\_ 4. Turn off the stove and close the refrigerator door.
- \_\_\_\_\_ 5. Tidy-up the kitchen.
- \_\_\_\_\_ 6. Wipe up the kitchen floor.
- \_\_\_\_\_ 7. Turn off all water faucets in kitchen and lavatories.
- \_\_\_\_\_ 8. Flush all toilets.
- \_\_\_\_\_ 9. Deposit all the residual trash in plastic bags and carry trash to your home for weekly pick-up services.
- \_\_\_\_\_ 10. Turn off the air-conditioner, if used.
- \_\_\_\_\_ 11. Set heat back to 55<sup>o</sup> when through in winter.
- \_\_\_\_\_ 12. Vacuum the party area.
- \_\_\_\_\_ 13. Wash all spots and spills from carpet and furniture.
- \_\_\_\_\_ 14. Turn off all inside lights.
- \_\_\_\_\_ 15. Return the "Private Party" sign to the closet.
- \_\_\_\_\_ 16. Double-check the locks on ***all*** doors before leaving the building.
- \_\_\_\_\_ 17. Turn off both upstairs and downstairs fans.
- \_\_\_\_\_ 18. Turn off deck and service road lights. (Months of Dec, Jan, Feb, and March only)
- \_\_\_\_\_ 19. Take all your personal decorations.
- \_\_\_\_\_ 20. Return key to Board of Directors member you received it from.

The Yacht Club Cove Board of Directors hopes you and your guests enjoy our beautiful facilities.

The YCC pool will be opening Memorial Day Weekend, and will be open *weekends only until* our full lifeguard staff will be available. Full summer hours are posted below. Please take a moment to review the rules for pool and spa use to ensure a safe and happy summer for all residents and their guests.

**POOL HOURS**

**NONDAY- FRIDAY- 11:30 A.M. TO 9 PM**

SATURDAY AND SUNDAY -10 AM TO 9 PM

HOLIDAY HOURS 10:00 A.M.-9:00 P.M.

**ALL HOURS ARE WEATHER PERMITTING INCLUDING OPENING AND CLOSING**

YACHT CLUB COVE chain of command:

**Woodbridge Group - YCC Management Firm**

585-385-3331

**Mary Jo Samuels - YCC Board of Director Pool & Clubhouse**

585-377-0504 home

585-414-4811 cell

**Shannon Samuels - Head Lifeguard, Pool Manager**

585-406-5478



## **POOL**

**The Yacht Club Cove community pool is an unguarded pool with access thru a key fob door entry system. The pool is open from approximately Memorial Day thru Labor day or shortly thereafter. The hours of operation are from 9am to 9pm June-thru July and 9am to 8pm in August. Times may shorten as dusk becomes earlier.**

**Maximum capacity for the pool is 23 persons and 7 persons for the spa.**

1. The YCC pool is for the exclusive use of residents and their guests. A Unit owner must accompany guests at all times
2. No swimming alone.
3. ABSOLUTELY NO DIVING or running in the pool area!
4. The pool gate must remain closed and locked at all times.
5. Children under the age of 14 must have an adult present at all times.
6. Proper swimming attire is required.
7. Please shower before pool use.
8. Children must be toilet-trained. No diapers allowed in the pool. Babies must use swim diapers.
9. Glass bottles may be kept outside the fenced area of the pool. Do not bring any glass bottles, glassware or dishes into the pool area.
10. No smoking in pool area.
11. No pets in pool area. We ask that you do not tie your pet up around the clubhouse/pool at any time.
12. Kindly keep toys out of the hot tub.
13. Kindly store pool toys in provided storage box.
14. Please do not dry towels on the fence.
15. Always wash hands after using the rest room.
16. Place all waste in containers provided so that our pool and clubhouse remain clean.

17. Bike racks are provide at the end of the path. Bikes should not be inside the fenced pool area.

18. Failure to follow the rules and guidelines established for the safe operation of the pool and clubhouse may result in loss of pool and clubhouse privileges.

19. Please turn off the pool light and spa jets before leaving.

20. An emergency phone is available for 911 calls only!

21. Please note that YCC has an Automatic Defibrillator located in the clubhouse just inside the door!

**Please advise the Property manager of any questions or concerns!  
Thank you for your cooperation of the pool rules!**