

*Westage*  
*At the Harbor*



**CONDOMINIUM ASSOCIATION GUIDE BOOK**

Revised September 2025

# *WESTAGE AT THE HARBOR*

## CONDOMINIUM ASSOCIATION GUIDEBOOK

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# Welcome to Westage at The Harbor

Dear Friends:

Welcome to our community on the shores of Lake Ontario. We are fortunate to be able to live among such agreeable neighbors and in so pleasant a setting.

Westage has a **NO Smoking Policy in any individual condominium, or any common areas inside the buildings** due to Insurance regulations. We ask that if you must smoke, it be done outside in the parking lots at least 20 feet away from any building or off campus.

Your Board of Managers is trying to maintain our property in the best and most beautiful fashion possible, consistent with sound financial policy. We welcome any constructive suggestions you may have. Please recognize that because of the manner in which our condominium came into existence, we have inherited some problems that we would not have incurred had the property been new. We are addressing these problems within our budget constraints and, at the same time, we are trying to improve the property in any way possible.

It will help your Board and, of course, all homeowners, if we all cooperate like the community of concerned homeowners that we are. Each of us bears the responsibility to maintain our property as if the whole complex belonged to one's self. Let us treat the property and our neighbors as if we were living in a single-family residential suburb where each of us is responsible for the maintenance and tranquility of our total surroundings.

For your convenience, the office is located in Building 800 on the first floor. Potential problems or suggestive criticism may be brought to the attention of our office if need be.

Please enjoy living at Westage at the Harbor. It is a great place to be!

Cordially,

The Board of Managers

# General Notes

## **NO SMOKING**

Smoking is Prohibited in any individual Condo, and any Comon areas inside any of the buildings. There is no carrying of lit cigarettes, cigars, pipes or any other smoking apparatus. Smoking is Only permitted Outside at least 25 feet away from any building. Violations will come with Immediate Fines.

## **SECURITY**

Our community depends on each of its members for our security and safety. Please....

- Be sure that security doors close behind you.
- Remember that fire doors are for emergency use only. They are not used as a regular entrance or exit.
- Be mindful of any unusual behavior, such as unfamiliar people loitering on the grounds.
- Report suspicious or troublesome behavior promptly to the Irondequoit Police.

## **HOURS**

In order to be considerate of our neighbors, the laundry rooms should only be used between 8:00 a.m. and 10:00 p.m. each day and should be used by residents only!

## **BATHROOM RULES**

Please be careful what you flush down the toilet. This has the potential to affect each condo owner and renter in higher HOA's and rent fees! Please do not put the following items down the toilet: eggshells, grease, any "flushable" and or baby wipes, cat litter, disposable diapers, potting soil, plastic bags, sanitary products or toilet cleaning sponges.

## **TRASH PICK-UP**

The outdoor trash receptacles are emptied several times per week. All trash must be in plastic bags. Large items, e.g., oversized cartons, packing crates, etc., should be discarded in the dumpsters in each parking lot. Dumpsters are located at the entrance of each parking lot inside a fenced enclosure. Before discarding heavy or bulky items, such as old appliances, consult with the office at 585-338-7320 for instructions that may simplify their disposal.

## **GARBAGE DISPOSAL**

To help prevent and minimize potential back-ups, flush your garbage disposal an extra minute or two after every use. Never put the following items in the system: grease, coffee grounds, celery stalks, bones, seafood shells, onion skins, plant cuttings, potting soil, eggshells, bay leaves, paper products, including cigarettes.

## **PARKING**

No more than 2 cars per unit in the parking lot. See page 7 for parking pass.

## **HEAT**

Please keep the temperature in your unit at a reasonable level. If the replacement of the thermostat is necessary, it must be purchased from and installed by Westage Maintenance. Owner's will be responsible for the cost of the thermostat but not for the installation.

## **REMODELING**

Variance for any remodeling of units is required and the hours for all remodeling work are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturdays from 8:00a.m. to 2:00p.m. (see page 21)

## **REPORTING DAMAGE**

Please report any move in/out damage to management.

# USEFUL TELEPHONE NUMBERS

Ambulance.....	911
Emergency Dispatch.....	911
Fire.....	911
Irondequoit Police (emergency.....	911
(non-emergency) .....	585-336-6000
Irondequoit Town Hall, .....	585-467-8840
Life Line.....	585-275-5151
United States Coast Guard Station	
(emergency).....	585-342-4140
(non-emergency) .....	585-342-4149
Westage at the Harbor.....	585-338-7320
(after hours emergency) .....	585-424-1540
Woodbridge Group Property Managers .....	585-385-3331

# Parking Rules

Complete and return the attached vehicle information sheet to the Main Office in order to obtain a parking pass. This should be completed within **48 hours** of move in or obtaining a new vehicle. Please remember that all vehicles parked on our property by residents must have **“W” stickers**, valid registration and inspection, license plates and must be moveable at all times in any emergency. There are no more than two (2) resident vehicle permits allowed per unit in the parking lot. Owners are permitted two (2) additional visitor passes. Visitor passes are to be used for no more than 48 hours. Residents expecting more than two visiting cars must notify the office (338-7320) **in advance.**

Please also note that you are responsible for your visitor’s vehicles. Visiting vehicles must display a visitor pass on their dashboard while parked in the Westage lots.

All Violations carry a fine of \$50 for each occurrence:

1. **Lack of “W” sticker or valid visitor-parking permit.**  
**Permits must be clearly displayed**  
Unidentified cars may be towed without warning at the owner’s expense.
2. Illegally parked cars, including but not limited to:
  - \* In a fire zone
  - \* In Striped spaces directly facing entrances to Buildings 600, 700, 800 and 900
  - \* In spaces not designated for parking
  - \* In more than one space (across white line)
  - \* Without license plates or valid registration
  - \* Rarely-used cars not parked in spaces specifically designated by the Parking Committee (call the Office at 338-7320), unless written permission has been obtained by the Board of Managers
  - \* Not parked in a designated area for long-term (more than 3 days) parking.
3. Cars not moved after notification of an emergency.  
Notices that are posted at building entrances are deemed sufficient notification.  
Persons temporarily absent must notify the office and leave car keys with designated person.  
Vehicles that cannot be moved in snow (or other) emergencies will be towed at owner’s expense
4. Cars parked obstructing sidewalks.
4. Cars using excessive speed (over 5 mph) on any lot.  
This is very important because of increased danger of accidents.
6. Trucks or commercial vehicles parked in front of buildings 100-500 and 1000-1400 (parking spaces next to sidewalk), unless providing daytime delivery.

II. **Parking in no-parking zones.**  
Even when a parking lot is full, parking in no-parking zones is prohibited. In such cases, car owners should look for empty spaces farther away, especially near the SW corner and in the West lot. Owners of cars parked illegally will be fined if they are residents or visitors with guest permits.

III. Cars without parking permits will be towed.

IV. **Cars must be movable at all times for emergencies and snow maintenance.**

November 1, through April 15, vehicles should change parking spots every three days in order to ensure proper snow removal. Snow left between and around vehicles is unable to be cleared and freezes in these low temperatures. These conditions present potential safety hazards for Residents and Guests to slip and fall. If a resident will be away for more than 3 days, arrangements must be made with the Westage Office. Arrangements include the car being parked in a designated area for long term parking and keys being left with the office or a listed emergency contact.

V. Payment of fines:

1. Fines may be paid by check at the Westage Office during office hours, or the fine(s) will be added to owner's account.

2. Fine(s) not paid within 30 days from date of ticket will be doubled.

VI. Appeals Procedure:

Any vehicle owner fined has the right to appeal to the Board of Managers in writing. The Board will then take up the matter at its next regular meeting. During the decision-making process, the issuer of the ticket(s) is strictly limited to answering questions by Board Members and may not make recommendations nor cast a vote.

VII. Enforcement:

The Board of Managers believes the time has come for strict enforcement of all rules without further warnings.

Owners who rent out units are also held responsible in cases of non-compliance by their tenants.

Landlords shall give a copy of all rules to each new tenant.

# Westage Parking Sticker

## AUTOMOBILE INFORMATION

New Sticker #

Sticker # of car replaced

Westage Unit #

Date

Owner of Vehicle

In case of Emergency notify:

Name

Phone

Plate#

State

Year

Make of Vehicle

Model

Color

Preferred phone contact #s:

Phone #1

Phone #2

Please fill out completely and return to Westage office. Thank you.

# RULES AND REGULATIONS FOR WESTAGE AT THE HARBOR CONDOMINIUM

1. The units shall be used for residences only. They may be used as professional offices by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained.

2. There will be NO issuing of parking stickers, limited visitor parking passes, pool passes, or mailbox name tags **until** the Westage office, located in Building 800, has received a completed owner profile with emergency contacts listed and, if applicable, a completed twelve-month lease addendum with the tenant information.

3. Smoking is Prohibited in any Condo and any Common Building Area including but not limited to Hallways, Stairwells, Foyers, Storage areas, laundry rooms. There is no carrying of lit cigarettes, cigars, pipes or any other smoking apparatus in any of the common area inside. Smoking is Only permitted Outside at least 25 feet away from any building. Violations will come with Immediate Fines due to the severity that Westage could lose Master Insurance coverage with any violation. The Following fees will be applied immediately if you are caught in violation:

1<sup>st</sup> Occurrence - \$100 Fine

2<sup>nd</sup> Occurrence - \$500 Fine

3<sup>rd</sup> Occurrence - \$1000 Fine

**Anything after a third time Westage will seek Legal Remedies**

4. Except to the extent permitted or otherwise expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent" or "For Lease" signs or any other displays or advertising be maintained or permitted on any part of the property, including the parking lot, or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes. Notwithstanding this provision or any other provisions to the contrary, Units may be used as a professional office by a person who also resides on the premises. Said professional use is subject to applicable governmental regulations and prior written permission of the Board of Managers. No sign of any kind may be used in connection with said use.

5. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the Board of Managers. No Unit owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their Unit any flammable, combustible or explosive fluid, material, chemical or substance. Owners of barbecue grills which are used in an unauthorized area or left out overnight will be fined \$50.00. Grill shall not be used in any garage and must be used at least 15 feet away from any building. Storage of grills must be in a garage. Violators will be fined. According to the New York State Fire Code, propane tanks (3 pounds or larger) cannot be stored in our storage areas.

6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public Authorities having jurisdiction, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. No radio or television aerial or other similar device shall be erected on a roof or exterior walls of the buildings without

obtaining in each instance the written consent of the Board of Managers. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change any of the buildings except upon the written consent of the Board of Managers.

8. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Managers. Installation of laundry washers or dryers in any Unit is prohibited. Installation of freezers or refrigerators in individual lockers is permitted with the written consent of the Board of Managers if installed by a licensed electrician and connected into the Unit owner's metered lines.

9. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Dogs, cats or other common household pets, not to exceed two per Unit and not in excess of 25 pounds, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes. Owners with pets are required to fill out the enclosed pet registration form, provide proof of license and vaccinations, and return to Management as well as become familiar with the community's policies regarding pets. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Board of Managers. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash (not left unattended) and none shall be permitted in any grass or garden plot, or in the courtyard or on the beach under any circumstances. No pet shall be permitted to eliminate anywhere upon the property.

10. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants. No changing of children shall be permitted in the Common Elements. Children under the age of 12 must be supervised while in the courtyard at all times.

11. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers, except as hereinafter expressly provided. This includes, but is not limited to, door mats and footwear in the hallways.

12. a) The Board of Managers may, from time to time, designate specific portions of the Common Elements for specific recreational or storage purposes. Except in areas so designated, there shall be no skateboarding, no playing games involving projectiles and no leaving of any objects unattended (exception(s)-see rule 15 regarding automobiles). Limited Common Elements may be used for their intended purposes. Storage by Unit owners or residents in areas designated by the Board of Managers shall be at the Unit owner's or resident's risk.

b) Designated storage areas: All items (if not in conflict with the health codes, fire codes or Rules of the Condominium) – assigned storage lockers.

c) Specifically, there shall be no shoes, doormats, chairs, playpens, baby carriages, bicycles, wagons or the like left outside the Units or the storage lockers.

13. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows

or doors. No Unit owner shall sweep, throw or permit to be swept or thrown therefrom any dirt or other substance.

- a) No bird feeders shall be hung from a Unit or exposed on any part of the Common Elements, nor shall bird feed or bread be placed anywhere on the property.
- b) Personal use of electrical outlets in common areas is not permitted without consent from the Board of Managers.

14. Each Unit owner shall keep his/her Unit in a good state of preservation and cleanliness. Each Unit owner shall be obligated to maintain and keep in good order and repair his/her own Unit in accordance with the provisions of the By-Laws.

15. No patios shall be decorated, enclosed or covered by any awning or otherwise altered without the consent in writing of the Board of Managers. All patio furniture and accessories must be neatly covered for the winter.

16. All floors of a Unit having a Unit below it, shall always be covered with carpet (except bath and kitchen) to reduce transmission of impact sound.

17. a) All vehicles parked on the property by residents must be registered with the Management, have current state registrations, current inspections and must be moveable at all times. (Owners who will be away for longer than overnight should make arrangements with someone other than the management to move their vehicles should the need arise.)

b) Parking areas shall not be used for any purpose other than to park automobiles. Excluded specifically are vehicles larger than  $\frac{3}{4}$  ton pick-up trucks, commercial vehicles, recreational vehicles, trailers or boats, vehicles with advertising and/or vehicles with ladders or other equipment affixed to the exterior, including plows, unless express permission therefore has been obtained from the Board of Managers. "Jeep" type vehicles with no advertising on them shall be considered automobiles. (Commercial vehicles shall be allowed for deliveries only.)

c) Washing of cars shall be permitted only in the fire lanes in front of Buildings 400 and 1100. Washing of vehicles shall take place only between the hours of 9:00 a.m. and 4:00 p.m. Vehicles being washed shall not be left unattended and the washing area shall be left in a neat condition.

d) No contractor/commercial trucks shall be permitted to park in front parking spaces of buildings 100-500, or 1000-1400 at any time, unless delivering.

18. All homeowners who allow non-owners to occupy their Units, must promptly notify the management of the names and phone numbers of non-owner occupants.

a) In an emergency, the agents of the Board of Managers of the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent may enter any room or Unit at any time to protect the health, safety and property of the homeowners. If a representative of the Board of Managers of the managing agent needs to gain entry to a Unit for a routine service problem, the homeowner will be contacted and a request for entry will be made as per the By-Laws, Article VI Section 15. If an employee of the managing agent enters a Unit for whatever reason (in the absence of the Unit occupant), a copy of his work order must be left on the door of the Unit.

19. If any key or keys are entrusted by a Unit owner or occupant or by his agent, servant, employee, licensee or visitor to any employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit owner or occupant, and the Board of Managers shall not be liable to injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.
20. In the event of a violation of the Rules and Regulations of the Condominium, the Unit owner responsible (in the event of a violation by a non-owner resident or by a guest, the owner of the associated Unit shall be deemed responsible) shall be notified, in writing, by the Board of Managers of the violation. In the notice, the Board of Managers shall describe the violation. Upon receipt of the notice, the Unit owner responsible shall discontinue or abate said violation. In the notice of the violation, the Board of Managers may assess such fines or penalties as are permitted by the Declaration and/or By-Laws for the Condominium. The standard fine for rule violations is \$50 per day that the violation persists. Upon the written request of the Unit owner responsible, the Board of Managers shall permit the Unit owner an opportunity to respond to any such notice, fine or penalty at the next regularly scheduled meeting of the Board of Managers.
21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.
22. Grandfathered in unit owners who rent their property to another party, must inform them of and include in the lease, a covenant by the tenant to comply with the requirements of the Declaration and By-Laws of the Condominium (“Association Instruments”) and such other rules and regulations as the Board of Managers may, from time to time, promulgate (“Rules and Regulations”). The Unit owner shall require the tenant to sign a lease addendum (in the form attached hereto), certifying that the tenant has read a copy of the Association Instruments and Rules and Regulations and shall comply with the provisions therein. A fully-executed copy of the lease must be provided to the Board of Managers by the Unit owner within thirty (30) days of the commencement of the lease. Initial leases must be for a term no less than 12 months. This requirement applies to verbal, as well as written tenancies. When a lease expires and it is extended to the same tenant, the original Lease Addendum shall be deemed extended. The Unit owner must notify the management agent of the extension and its terms in writing within thirty (30) days of the expiration of the original lease.
23. When moving in or out and using a Moving Company, you must provide a copy of the Movers certificate of Insurance and report any move in/move out damage to management.
24. In the event any Unit owner or Unit owner’s tenant violates these rules and regulations or any other provision of the Condominium By-Laws or Declaration, and the Association incurs legal costs, including but not limited to, attorney’s fees, court costs and provisions, all such legal expenses shall become the responsibility of the Unit owner.

# **Westage at the Harbor Condominium Pet Rules**

No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Cats or other common household pets, not to exceed one per Unit and not in excess of 25 pounds, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes.

No dog or cat shall run unleashed or unattended at any time. They must not be allowed to roam free or be tethered to a building. Pets in transit are to be carried, or restrained by a leash, or placed in an animal carrier. The leash cannot exceed eight feet in length and must be under a responsible person's physical control, at all times. No pet is permitted in any grass or garden plot, in the courtyard or on the beach under any circumstances

Pets may not urinate and defecate anywhere upon the property. All animal waste must be disposed of by placing it in a plastic bag and discarding it in the appropriate exterior waste receptacle. All pets must be registered with the Town of Irondequoit, have required shots with proof from a veterinarian, and pet owners must follow Town of Irondequoit leash laws.

Pet owners are responsible for the actions of their pets. The costs of repairing any damage to the common elements caused by the pet will be assessed against the pet owner, as a charge on their account, just as other common charges and fines. This may include carpet cleaning in common hallways where pet feces or urine have been deposited. Also, lawn areas burned out by repeated urination or feces left unattended will require lawn repairs, topsoil and reseeding.

No pet shall be left in a unit unattended and barking for any period of time, or should the pet create a nuisance to other residents. Some examples of nuisance behavior are as follows:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of the day or night.
- c. Pets in common areas not on a leash and under the physical control of a responsible person or in a pet carrier.
- d. Pets that relieve themselves on walls or floors of common areas.

If a pet is deemed a nuisance or the homeowner negligent in its care, they will be subject to possible fines, damage repairs, and possible forfeiture of the courtesy to maintain a pet by permanent removal of the pet.

The housing of pets is subject to termination by the Board of Managers if the pet's owner does not follow the rules, regarding pets. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Board of Managers. The pet caregiver will have 10 days to remove the pet from the premises. If the pet is not removed within ten (10) days, fines will be issued until the pet is removed. The fines are listed in your Rules and Regulations.

Housing a dog or cat under Federal Guidelines for a Service animal or Therapy pet is only possible by proper Medical Certifications by specialized individuals, and in the case of a Condominium the rule can be satisfied by a "reasonable accommodation".

All pets as approved require a license and Veterinarian document of all required shots

.Rev/June 2018

# *Westage at the Harbor Condominium*

c/o Woodbridge Group ♦ P.O. Box 237, Pittsford, NY 14534

Office (585)-385-3331 ♦ Fax (585)-385-4693

## **Pet Registration Form**

Pet owners must register each pet by completing and filing this form with the Managing Agent. Any pet must be registered immediately upon occupancy. Refer to Westage at the Harbor Condominium Rules & Regulations for further information regarding pets. This form along with a copy of pet's license and vaccination information must be faxed (585-544-5716) or turned into the Westage at the Harbor Office.

Unit Address: \_\_\_\_\_

Name of Pet Owner: \_\_\_\_\_

Pet Owner's Telephone No: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Type of Pet: Dog \_\_\_\_\_ Cat \_\_\_\_\_ Pet's Name: \_\_\_\_\_

If pet is a dog, indicate breed: \_\_\_\_\_ Dog's Weight: \_\_\_\_\_

License tag number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Rabies vaccination tag number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Attach a current photograph of the pet in this space.

I certify that I have received, read and understand the Pets Rule of the Westage at the Harbor Condominium.

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pet Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If Different from Owner)

Managing Agent: **Woodbridge Group**

Jamie@woodbridgegroup.com

## LAUNDRY INFORMATION

In order to affect a peaceful and harmonious environment for all, we must use common courtesy and be thoughtful whenever possible when using the laundry rooms. Please keep the following points in mind:

- Only use 2 of the machines at one time. The use of more than **2** machines restricts others residents who may be just as pressed for time.
- Do not leave your laundry in the machines. The washer cycle is 53 minutes and the dryer runs for 1- hour(60min.)

**Please Note: Any laundry left in the machines for more than 1 hour will be placed on the folding table. Any Laundry left on the folding table for more than 2 days (48 hours) may be disposed of.**

- Laundry should only be done between the hours of 8:00 a.m. and 10:00 p.m.
- Waste baskets are not for personal trash.
- Please clean lint traps after every use.
- Don't leave the water running in wash tub—it costs all of us!

# **POOL AREA RULES & REGULATIONS**

## **General Rules**

Hours: 10:00 a.m. to dusk daily. There will be a pool attendant and additional security, as needed, on duty during the hours that the pool is open. Disrespect toward the pool attendant and/or other condominium staff will not be tolerated. No swimming or entry to the pool area is allowed unless an attendant is on duty.

Passes: Each Unit shall receive a total of four (4) pool passes. The number of guest passes you receive depends on the number of photo pool passes that you receive. For example, if you receive 2 photo pool passes, then you will receive 2 guest passes. If you get 1 photo pool pass, then you will receive 3 guest passes. Off-site homeowners relinquish their rights to the pool to their tenant. The pool attendant and other condominium staff are authorized to confiscate the pool pass of any pool user who is found in violation of any pool rules. Anyone delinquent on their HOA account relinquishes their right to pool passes. Extra passes for special circumstances may be available from the office upon approval.

Entry to the Pool Area: Residents (and guests) will sign in and surrender their pool passes to the pool attendant upon entering the pool area. The passes will remain with the pool attendant while the individual(s) is in the pool area. Residents must remain present at the pool with guests. There will be absolutely no admission to the pool area without valid pool passes. Everyone should be rinsed of sand and dirt before entering the pool. There is a faucet and hose on the west side near the entrance for your use.

Guests: Home owner must sign in themselves as well as sign in guests. The pool photo and guest pass, are to be left with attendant. The Home owner may not leave the pool area. Home owner will be responsible for their guests at all times.

Children: Children under 16 years of age must be accompanied by a parent or an authorized person 21 years of age or older AT ALL TIMES. Children under 16 must wear a colored wrist band that coordinates with their supervising adult. This will permit attendants to match a child with their adult. Please remember that attendants are not babysitters. Children should always be encouraged to use the bathroom prior to entering the pool. Infants or small children who are not toilet trained must wear a waterproof diaper, such as "Huggies Little Swimmers". Diapered children are not permitted in the pool.

### Behavior:

- a) Proper social distancing should be practiced from those outside your household group.
- b) No diving, running, horseplay or "rough housing", excessive noise levels, obscene or abusive language or abuse of pool property. See signs posted at pool.
- c) No bicycles, tricycles, skateboards, roller skates/blades or inappropriate pool equipment in the pool area or courtyard.
- d) The pool attendant and other authorized personnel have the authority to remove any person or persons for infractions of pool rules or other inappropriate behavior.

Food and Drinks: Food is not allowed in the pool area. Beverages in cans, paper or plastic containers are permitted in the pool area, BUT NOT IN THE POOL! Glass containers are NOT allowed in the pool area.

Music: On the Pool Deck Headphones/earbuds must be in use for any music

Chairs: All lounge chairs in use must be covered by the user's towel. Owners must be present at pool in order to reserve chairs. Saving a chair in advance will not be permitted.

Swimming Attire: Owners and guests are to be in appropriate attired swimsuits. Hair clips, pins, etc. are to be removed from hair before using the pool.

Closing: The pool attendant or other authorized personnel have the authority to close the pool because of safety, health and/or weather conditions at any time at their discretion. Please note that the pool will not be open for temperatures less than 67 degrees.

### **Violation of the Swimming Pool Rules**

**First Violation:** The violation will be documented and the individual will receive a verbal warning. They will be required to leave the pool area for the remainder of the day. Residents are responsible for their guests. If the violator is a minor, the parent or guardians of the individual will be notified.

**Second Violation:** The violation will be documented and the individual will be prohibited from entering the pool area for one week.

**Subsequent Violations:** Any subsequent violation will be reviewed by the Board of Managers and may result in fines and/or loss of pool privileges for the remainder of the season.

**911:** The pool attendant and other condominium staff are authorized to call 911 if any resident does not comply with the listed rules and regulations.

**\*\*\*PLEASE NO RUNNING AND PLEASE BE CURTEOUS TO ALL THANK YOU!!! \*\*\***  
**\*\*\*SWIMMING AND ALL POOL ACTIVITIES WILL BE AT YOUR OWN RISK\*\*\***

## **Westage at the Harbor Beach/Courtyard Summer Procedures**

- **Be considerate of neighbors at all times. No loud noise or noxious behavior after Dusk.**
- Use of picnic tables: There is a two (2) table limit of use per unit, to ensure all residents can enjoy the courtyard. Tables may be reserved by signing up in the pool area. Tables not in use ½ hour into reservation time will lose their claim.
- The set up or playing of team games (volleyball, bocce, soccer, etc....) in the courtyard will not be permitted, nor the use of skateboards, bicycles or roller skates.
- **Grills/Grilling** – Privately owned may be used on the Beach, However, No Grills/Open Flames are allowed within 25 feet of any Building or Garage. **NO Grills are allowed on any Patios.**

**Safety at all times should be a priority of those persons using grills for parties and picnics. All Grills should be closely watched and never left unattended. The use of fire starters typically used for chimneys are strictly Prohibited.**

## **Kayak Storage Racks**

1. Owners wishing to store their kayaks on Westage racks must sign a waiver (located at the end of this packet), acknowledging that Westage is not responsible for kayaks that are stolen or damaged.
2. Owners must supply their own locks.
3. Owners are responsible for keeping the gate closed and locked at all times after going in or out and are responsible for the replacement costs of any lost or stolen keys.

**\*\* Please note that owners of both kayaks and bicycles stored in Westage racks must remove them for the season, no later than November 1<sup>st</sup>.**

## TOWN OF IRONDEQUOIT

Office of the Fire Marshal



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### Guidelines for Recreational Fires

Recreational fires are considered a privilege. Any fire causing the fire department or police department to be called may be considered by the responding official as a nuisance fire.

**Nuisance fires must be extinguished.** Please contact the office of the fire marshal at (585) 336-6770, if you have any questions regarding this fire safety concern.

The office of the fire marshal has allowed burning for recreational purposes consistent with state, county and local codes and laws, using the following guidelines.

- **Fire cannot create a nuisance.** Smoke and/or odors may be considered a nuisance, persons within a neighborhood with asthma, emphysema, allergies, COPD, or other conditions may experience lower tolerance to these conditions. Many people also don't appreciate smoke blowing into their homes and would like to have their windows open during nice weather.
- Fires with direct ground contact such as those surrounded by a fire ring or by concrete block, bricks or stone shall be no larger than three feet in diameter – no taller than two feet in height and located 25 feet (or more) from combustible structures (*houses, fences, sheds, garages, wooden decks, similar structures*).
- Outdoor portable fireplaces made of metal, ceramic and like materials must follow these same rules and not be placed on any combustible materials (decks, porches, tables, etc.) They may not be located less than 15 feet from a combustible structure.
- Materials for burning must be clean seasoned firewood (*Materials such as wet wood, fresh cut wood, painted or stained wood, pressure treated wood, plywood and leaves create smoky conditions and are not allowed to be burned*). Burning of garbage is prohibited.
- Competent adult supervision must be on site while fire is burning. Competent adult supervision is someone over 18 years of age, not impaired by drugs, alcohol or having a medical or mental condition which would impair their ability to take proper actions if required.
- A source of water must be available to control or extinguish any fire (*charged garden hose hooked up to a water supply, multiple pails of water, or a 4-A rated fire extinguisher*).
- No new materials may be added to a fire after 10 PM, **FIRE MUST BE EXTINGUISHED BEFORE ABANDONING.**
- Another issue that commonly comes up associated with recreational fires is noise and disturbance of the neighborhood when these events extend late into the evening. This is a police matter and will be dealt with by the Irondequoit Police Department.

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1280 Titus Avenue - Rochester, NY 14617  
Phone: (585) 336-6097 / Fax: (585) 467-4953  
Email: [firemarshal@irondequoit.org](mailto:firemarshal@irondequoit.org)

# *Westage at the Harbor Condominium*

c/o Woodbridge Group ♦ P.O. Box 237, Pittsford, NY 14534

Office (585)-385-3331 ♦ Fax (585)-385-3331

TO: Westage at the Harbor Owners

FROM: Your Board of Managers

RE: Kayak Liability Waiver

The Board of Managers has installed to kayak racks on the property for the use and enjoyment of the Residents. Owners that elect to store their kayaks in the Westage racks should be aware of the rules regarding storage. Owners must supply their own locks. Owners utilizing kayak storage will be supplied a key to the gate. Owners are responsible for keeping the gate closed and locked at all times after going in or out. Owners are responsible for the replacement cost of any lost or stolen keys. Lastly, Westage at the Harbor is not responsible for any stolen or damaged kayaks being stored in the community racks.

If there are any questions or concerns, please call the Woodbridge office at 585-385-3331. Thank you for your cooperation concerning the clarification of this matter.

Kind regards,

Jamie Sykes, as Agent  
Woodbridge Management Group  
Westage at the Harbor  
Board of Managers

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I, a Westage Homeowner, have read this notice and the information provided in the published community rules. I understand that if I elect to store a kayak in the community racks, the cost for any damages or stolen kayaks will be my responsibility. I waive all claims of liability against the Condominium.

Signed:

\_\_\_\_\_

(Print Name and Address)

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

**Please read, sign, and return to the Westage at the Harbor office, located downstairs in the 800 building or mail to the Woodbridge Group: P.O. Box 237, Pittsford, NY 14534 ASAP**

**Rev. 8/2025**

## **Gardening Guidelines**

In order to maintain a uniform appearance throughout the entire community, there is no gardening allowed. These areas will be maintained by the Westage staff.

## **Air-Conditioner Guidelines**

Variance is required before installation

- \* General Electric
  - \* AJCR10DWJ
  - \* 10,000 BTU
- Or

- \* General Electric
- \* AJCM12DWJ
- \* 12,000 BTU

## **Heating/Thermostat Guidelines**

Manual Thermostat replacement is: White Rodgers 3 wire 1f56n-444

The replacement of all thermostats, for any reason, must be purchased from and installed by the Westage Maintenance. Owner is responsible for the cost of the thermostat but not the installation.

## **Garbage Disposal Do's and Don'ts**

A garbage disposal unit makes the kitchen clean-up process a lot more convenient and is very environmentally responsible. However, there are limits to what a garbage disposal system can handle; it's not equipped to process everything you might want to put in it. *These tips will be useful in preventing future costs to you!!!*

**The following is a list of things you should never put into your disposal unit:**

NON-FOOD ITEMS- Before you grind up anything, always clear up the dishes in the sink and check to make sure no non-food items such as silverware have fallen inside.

GREASE- The problem with grease is that when it cools down it solidifies inside your drain and creates clogs.

FIBROUS FOODS- Celery, asparagus, artichokes, chard, kale, lettuce, potato peelings and onion skins should be kept out of your garbage disposal unit. These items can easily entangle the blades causing it to jam.

PASTA AND RICE- When uncooked pasta and rice are exposed to water, they expand. A sizable amount of this will cause a back-up in the drain in no time.

COFFEE GROUNDS- Coffee grounds are a hazard because they tend to get caught in the drain trap.

FRUIT PITS, SEEDS AND APPLE CORES- These items are far too solid for your garbage disposal unit to process and are better meant for the trash.

EGGSHELLS- The membrane on the inside of an eggshell can wrap around your garbage disposal unit's blades.

BONES- Bones challenge even industrial strength disposal units. These are better to be collected with the trash.

**Things that your disposal is designed to handle include:**

LIQUIDS AND SOFT FOODS- A good rule of thumb: if a baby can eat it, the garbage disposer can handle it without any problems.

CHOPPED FOODS- In order to process solid foods, they must be thoroughly chopped.

**Other helpful ideas to ensure your disposal a long and happy life:**

COLD WATER- For the disposal to function best, you should always run cold water through the unit for 20-30 seconds before and after it runs. This ensures all the food will be flushed down the drain.

DISH SOAP- Putting soap inside the disposal will help keep it clean.

ICE CUBES- Throwing a few of these in occasionally will knock off food residue that has built up on the unit's blades. To make them even more effective use ice cubes made out of lemon juice, vinegar, or some other biodegradable cleanser.

*Rev. January 2017*

## **Requirements for Homeowner Contractors/Building Permits Insurance**

**Westage at the Harbor follows the New York State Uniform Fire Prevention and Building Code, minimum standards for both fire prevention and building construction, and the NFPA #70 National Electrical Code. In addition, Westage at the Harbor Condominium has set forth additional provisions that supersede the Town of Irondequoit Building Code to protect the homeowner's safety and investment.**

**Insurance-** Westage at the Harbor Condominium requires that any contractor working on the property must have Liability and statutory Workers' Compensation insurance certificates on file prior to beginning any work. The Liability Insurance certificates must indicate limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and name Westage at the Harbor Condominium and Woodbridge Group as additional insureds. If you do not have these certificates on file, DO NOT begin work as your customer can and will be fined per the Rules and Regulations of Westage at the Harbor Condominium.

**Building Permits-** The homeowner is also required to obtain Town of Irondequoit building or plumbing permits for all projects. Examples of items requiring permits are demolition, any interior remodeling, and ALL NEW Construction. New Construction includes but is not limited to; Enlargement, alteration, replacement, or relocation of any associated building system such as in Electrical, Plumbing and Structural, etc. All Plumbing work, to include fixture replacement, must be performed by a plumber who has been issued a license by the Town of Irondequoit. Plumbing permit fees can be added to the building permit fee. This list is partial and should not be considered all-inclusive.

The Town will not issue a Building Permit for any work at Westage without prior knowledge of the Condominium for the work to commence. Homeowner must show proof of insurance and the Approved Licensed Contractor Electrical/Plumbing must show insurance listing Westage at the Harbor and Woodbridge Group as additional insured.

**Any work begun on the property that does not have a Building Permit on file will trigger a call to the Town of Irondequoit Building Department to request inspection/determination if a permit is required.**

**Contractor Licensing and Inspections-** Westage at the Harbor requires any Plumbing and Electrical modifications, changes, additions or repairs to be performed by a Licensed Plumber or Licensed Electrician approved by the Board of Managers. Approved, Licensed Contractors will have on file with Westage Board, an approved insurance certificate naming Westage at the Harbor and Woodbridge Group as additional insured.

Westage will provide a list of Licensed Plumbers or Licensed Electricians as approved by the Condominium. Any non-approved Licensed Electrician or Plumbers will need to provide approved insurance naming Westage at the Harbor and Woodbridge Group as additional insured and licensing before they are approved to work on Westage property.

Westage at the Harbor Condominium requires that any plumbing work must be performed by a Town of Irondequoit licensed plumber. In addition, the "Westage" condominium requires a licensed electrician, licensed in the City of Rochester for all electrical work to be performed.

Any electrical work must be inspected and an inspection certificate issued by any of the following must be provided as the Town does not inspect electrical work.

1. The New York Electrical Inspection Agency (436-4460)
2. Middle Department Inspection Agency (454-5191)
3. Commonwealth Electrical Inspection Services (624-2380)

Please direct any questions to the Woodbridge Group at 385-3331 or the Westage office at 338-7320



## **Steps for a successful remodel at Westage at the Harbor:**

**Step 1- Please review the Westage Rules and Regulations!**



**Step 2- Complete and return your variance request form/remodel check list, along with all Contractor certificates of liability insurance to the Westage office.**



**Step 3- A walk-through inspection will be scheduled to review your project with Dave Griffo and two members of the Board.**



**Step 4- Take approved variance to Town of Irondequoit to apply for any necessary permits. Keep in mind any electrical requiring a permit will also require a third-party inspection by an Electrical Inspecting Agency.**



**Step 5- After the work has been completed you will need to schedule a final walk-through inspection by contacting Dave Griffo at the Westage office.**

# *Westage at the Harbor Condominium*

## VARIANCE REQUEST

**Return or Fax to:**  
Woodbridge Group  
271 Marsh Rd, Suite 3  
P.O. Box 237  
Pittsford, NY 14534  
FAX: 585-385-4693

**Requested By:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

**To: The Board of Managers:**

I request permission to make the following changes to the interior of my condominium. I have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific and provide proposed start and finish dates if applicable. Extra sheets may be attached.)

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

Reason for request:

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

Length of Guarantee if applicable): \_\_\_\_\_  
Indicate future maintenance required by the Condominium: \_\_\_\_\_

Name of Contractor/s who will do the work: \_\_\_\_\_  
\_\_\_\_\_

**Contractor's certificate of insurance is attached or on file with Condo** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
**I will be responsible to restore to original condition all damage caused by the proposed change.**

**\*Town of Irondequoit Permit is Required for Plumbing and Electrical\* attached** \_Yes\_ \_No

**I have read and understand the Rules and Regulations regarding remodeling at WAH** \_\_\_\_\_ **(int)**

Homeowner signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**For Board of Directors Use**

\_\_\_\_\_ Approved \_\_\_\_\_ \*Approved with Conditions (see attached) \_\_\_\_\_ Disapproved

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

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

**Note: work must only be performed Mon-Fri 8:00am to 5:00pm. & Sat. 8:00am -2:00pm.**

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.**

Rev. 6/2025

# Westage at the Harbor Condominium

c/o Woodbridge Group ♦ PO Box 237, Pittsford, NY 14534

Office (585)-385-3331 ♦ Fax (585)-385-4693

## CHECKLIST FOR REMODELING UNITS (to be attached to the variance request)

### ELECTRICAL PLEASE LIST ALL THAT WILL BE DONE

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**REMEMBER ALL ELECTRICAL WORK MUST BE DONE BY A LICENSED AND INSURED ELECTRICIAN. ALL PROOF OF LICENSES AND INSURANCES MUST BE DELIVERED TO THE OFFICE, ALONG WITH VARIANCE AND TOWN PERMITS, FOR BOARD APPROVAL BEFORE WORK MAY PROCEED. GENERALLY, AN INDEPENDENT ELECTRICAL INSPECTOR NEEDS TO SIGN OFF ON WORK BEFORE THE PERMIT CAN BE CLOSED OUT. ANY ADDITIONAL WORK NOT LISTED MUST BE REPORTED. INSPECTION OF ELECTRICAL WORK MUST BE DONE AFTER WORK IS COMPLETED AND BEFORE WALLS ARE CLOSED, AND THEN A FINAL INSPECTION. A FINE WILL BE ISSUED TO HOMEOWNER IF THESE PROCEDURES ARE NOT FOLLOWED**

### PLUMBING WORK LIST ALL THAT WILL BE DONE

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**REMEMBER ALL PLUMBING WORK MUST BE DONE BY A LICENSED AND INSURED PLUMBER. ALL PROOF OF LICENSES AND INSURANCES MUST BE DELIVERED TO THE OFFICE, ALONG WITH VARIANCE AND TOWN PERMITS, FOR BOARD APPROVAL BEFORE WORK MAY PROCEED. ANY ADDITIONAL WORK NOT LISTED MUST BE REPORTED OR A FINE WILL BE ISSUED TO HOMEOWNER. THE TOWN GENERALLY REQUIRES A SITE INSPECTION FOR THE PERMIT CLOSE OUT.**

### CARPENTRY WORK PLEASE LIST ALL THAT WILL BE DONE

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**REMEMBER ALL CARPENTRY WORK (ESPECIALLY REMOVAL OF WALLS) MUST BE DONE BY A LICENSED AND INSURED CARPENTER. ALL PROOF OF LICENSES AND INSURANCES MUST BE DELIVERED TO THE OFFICE, ALONG**

**WITH VARIANCE AND TOWN PERMITS, FOR BOARD APPROVAL BEFORE WORK MAY PROCEED. ANY ADDITIONAL WORK NOT LISTED MUST BE REPORTED OR A FINE WILL BE ISSUED TO HOMEOWNER.**

**\_\_\_ FLOORING WORK PLEASE LIST ALL THAT WILL BE DONE**

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**REMEMBER ALL FLOORING WORK MUST BE DONE BY A LICENSED AND INSURED CONTRACTOR. ALL PROOF OF INSURANCE AND VARIANCE MUST BE DELIVERED TO THE OFFICE, FOR BOARD APPROVAL BEFORE WORK MAY PROCEED. ANY WOOD/LAMINATE/VINYL FLOORING MUST BE APPROVED BY THE BOARD TO INSURE PROPER NOISE LEVEL REDUCTION MATERIALS FOR THE UNIT BELOW YOU. LIFEPROOF RIGID CORE LUXURY VINYL FLOORING HAS BEEN APPROVED AS A RECOMMENDED PRODUCT.**

**PAINTING IS THE ONLY WORK PERMITTED WITHOUT APPROVAL (ANY PAINTING DONE BY OUTSIDE SOURCE MUST HAVE INSURANCE) SIGNATURE OF HOMEOWNER** **DATE**

\_\_\_\_\_  
**SIGNATURE OF ELECTRICIAN** **DATE**  
**LICENSE #**

\_\_\_\_\_  
**SIGNATURE OF PLUMBER** **DATE**  
**LICENSE #**

\_\_\_\_\_  
**SIGNATURE OF CARPENTER** **DATE**  
**LICENSE #**

\_\_\_\_\_  
**SIGNATURE OF ALL OTHER CONTRACTORS** **DATE**  
**LICENSE #**

\_\_\_\_\_  
**DATE APPROVED** \_\_\_\_\_.

**ALL CERTIFICATES OF INSURANCES MUST BE ATTACHED TO THE VARIANCE NAMING "WESTAGE at the HARBOR" AN ADDITIONAL INSURED ON THE FORM.**



January 11, 2017

Dear Westage at the Harbor Board of Managers:

In the past, we have helped unit owners with structural assistance to open up their kitchen walls to the living area although mostly after the fact as the units were under demolition or already completed as we saw yesterday in a unit. These walls are not true structural bearing walls, but we refer to them as yielding an imposed load because the floor joists bear the weight of the kitchens above them, and therefore, there is an actual load applied.

These buildings were not built with conventional construction techniques. There are steel columns supporting a steel beam which spans from the bedroom wall across the living room. This steel beam supports the floor above which span from the front to the back of the units. In conventional construction the ceiling would have 2 X 10 (inch) floor joists running from the front to the rear.

What we have here was recently invented at the time which is a stress skin floor structure. This is comprised of two 2 X 6's glued and screwed to sheets of 3/8" plywood as a 16" wide "plank." They are placed 8" apart with the 5/8" tongue and groove plywood floor above holding them in place. These were developed to reduce building height and therefore reducing construction costs.

The walls in the kitchen serve to stabilize what we refer to as the overall floor plate. We suggest that there be no changes and these walls remain in place. The reason for this is that we do not know if these planks were constructed as designed and there is a possibility that the glues may have dried or may not have been applied amply enough when built.

Please contact me if you need further information on this matter, and as always, it is always best to contact me when something urgent like this happens as well as your HOA's management group.

Sincerely,

Daniel E. Mossien, RA, NCARB  
President and CEO  
**MOSSIEN ASSOCIATES ARCHITECTS, P.C.**

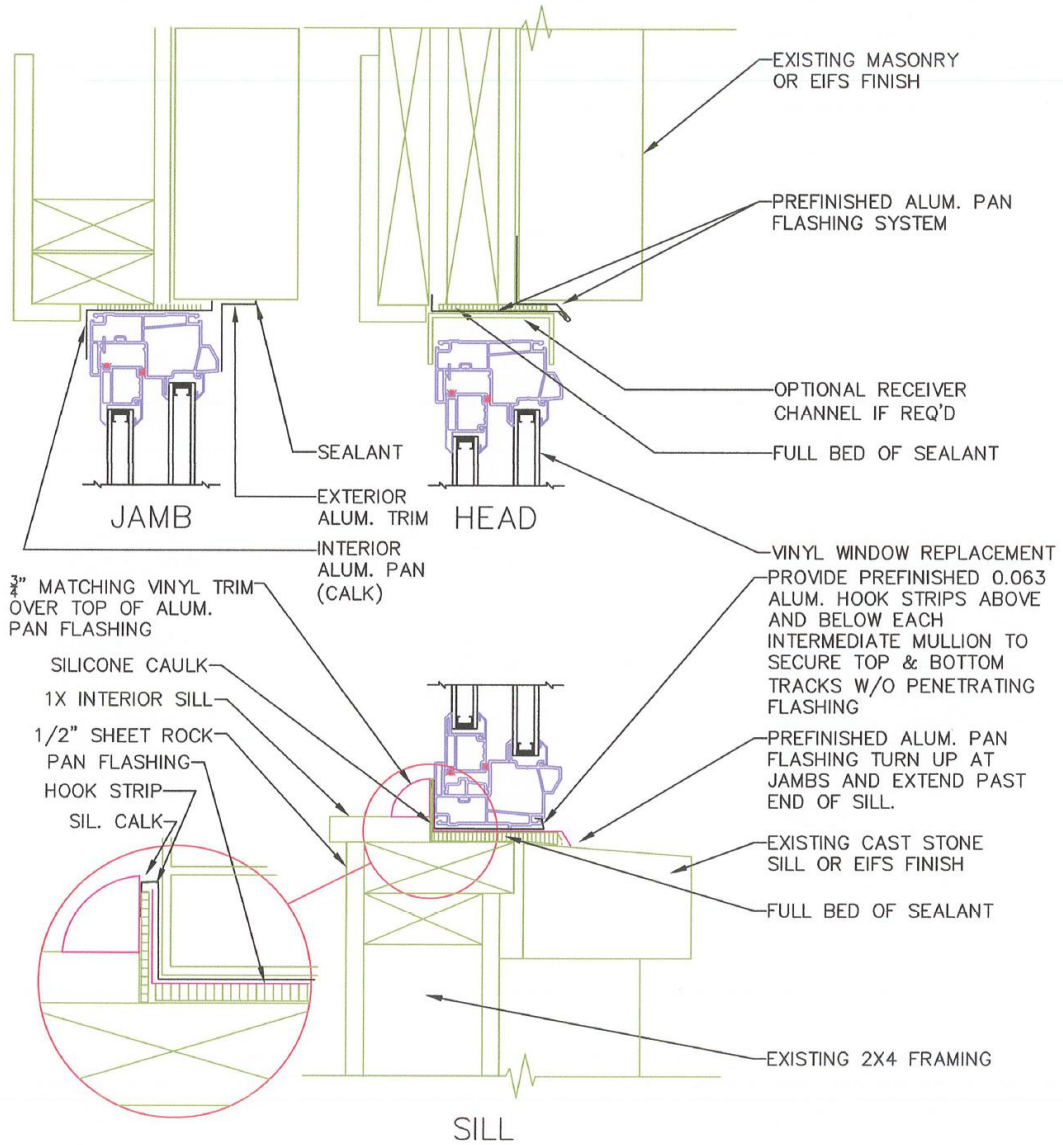
## **Replacement Windows Specifications & Installation Procedures for Westage at the Harbor**

1. Windows must be extruded, rigid white vinyl, no thicker than 3 ¾”.
2. Each glass section of the 3 slide-living room windows must be of equal size. There must not be a large center section with 2 smaller end sections.
3. All other windows must be 2 sliders, not casement, double hung or awning types.
4. Installation procedures must not change or damage the original window openings or interior and exterior walls.
5. Exterior of windows and capping must be caulked.
6. Window frames must be square, plumb and insulated.
7. Installer must carefully measure window opening for sash unit. There are differences among these openings.
8. Installer should determine, in advance, if the owner’s hardware for drapes or blinds needs to be adjusted. The owner must be consulted and agree to any changes.
9. Owners should be advised that their window sill width will be much narrower because of the thicker vinyl frame. This is especially true in the living room window sills. Some residents like the wider sills. New sills can be installed as an option.
10. The caps must be secured and caulked.
11. The size, number and placement of screen to be agreed upon with owner.

***Note: The Westage Board of Managers approved these specifications September 8, 2020. Suggested contractors are Tagg Construction and Rochester Colonial Manufacturing.***

### **Installation Steps**

- Remove existing vinyl and/or aluminum window including frame
- Level sill with wood as required
- Install aluminum panning system per specification outlined in drawing
- Install new vinyl window-do not make any screw penetrations through the top or bottom of window
- Spray foam around perimeter of new window
- Install new interior molding as required
- Wrap exterior to Dryvit or brick with aluminum or vinyl material
- Seal exterior wrap with high quality sealant



WESTAGE AT THE HARBOR WINDOW REPLACEMENT 5400 ST. PAUL ST ROCHESTER, NY		APD PROJECT #: 20-0521A	
	APD Engineering & Architecture, PLLC 615 Fishers Run Victor, NY 14564 585.742.2222 585.924.4914.fax www.apd.com	<b>WINDOW          INSTALLATION DETAIL</b>	
	TITLE	DRAWN BY: WJD SCALE: 3"=1'-0" DATE: 07/28/20	SK-1
TITLE	REVISION:	DRAWING NO.	

## TOWN OF IRONDEQUOIT

Building and Community Development



### Building Permit Overview – Information and Instructions

#### Is a Building Permit Required?

A building permit is required for a wide range of construction and property improvement activities, including, but not limited to, the following activities:

- Additions
- Handicap ramps
- Garages and carports
- Change of Occupant (all non-residential properties.)
- Demolitions (structures and in-ground swimming pools)
- Fences / Retaining Walls / Dog runs
- Tree Removal (if property is in EPOD)
- Electrical Alterations (e.g. additional outlets/switches, generators, service upgrades, EV chargers, etc.)
- Decks / Docks
- New Construction
- Structural Alterations
- Satellite Dishes / Antennas (over a specified height)
- Interior Remodeling (including basement remodeling)
- Roofing requiring heat generated equipment (Fire Marshal)
- Swimming Pools / Hot Tubs / Jacuzzis
- Plumbing (Residential and Non-Residential)
- Sheds / Gazebos/ Pergola
- Porches/ Stoops/ Steps
- Fill (Dept. of Public Works)
- Signs (commercial and residential)
- Solar installations (commercial and residential)
- Driveway (Dept. of Public Works)
- Fuel Storage Tanks (Fire Marshal)
- Decorative Appliances/Fireplaces - Solid, Gas fueled (Fire Marshal)

Other activities not listed above may also require a building permit. Please contact the Building Department at (585) 336-6020 before you begin your project to verify permit needs.

#### What Do I Need to Apply?

- Building Permit Application Form
- Plumbing Permit Application Form (if applicable to your project)
- Instrument Survey Map or Approved Site Plan
- Contractors' Insurance (if applicable) – See insurance requirements below
- Construction Plans<sup>1</sup> – One (1) copy of plans/drawings(stamped/sealed) and one (1) digital copy
- Application Fee – Check payable to Town of Irondequoit, cash, or credit card (please note credit card processing fee will be added)

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1280 Titus Avenue - Rochester, NY 14617

Phone: (585) 336-6026

Email: [building@irondequoit.gov](mailto:building@irondequoit.gov)

## TOWN OF IRONDEQUOIT

Building and Community Development



<sup>1</sup> Architects or Professional Engineer's wet seal / stamp required on construction plans.

*Exceptions:* Residential alterations less than \$20,000 and/or projects not impacting structural design or public safety of the building or accessory structure. Farm buildings and other buildings used solely and directly for agricultural purposes are also exempt from the stamped drawing requirement.

### Environmental Protection Overlay District (EPOD)

If your property is located in an Environmental Protection Overlay District (EPOD), you may also need to obtain an EPOD Permit before a building permit can be issued. For more information on EPOD Permits, contact the Planning and Zoning office (336-6017) or visit the Town's website.

### Insurance Requirements

As required by the NYS Bureau of Compliance, contractors must provide proof of Liability, Disability, Workman's Compensation. The Town of Irondequoit must be indicated as "Certificate Holder" and the Legal Name and Address of Insured's information must be exactly the same on all forms.

Acceptable Forms: Liability; Disability (DB120.1); Workman's Compensation. (C105.2 or U-26.3 State Insurance Fund)

If Worker's Compensation and/or Disability are not required, an Exemption Form must be submitted (Workers' Compensation Board's website: <http://www.businessexpress.ny.gov>).

### Plumbing Work Requiring a Permit

All plumbing work, to include fixture replacement, must be performed by a plumber who has been issued a license by the Town of Irondequoit. Plumbing permit fees can be added to the building permit fee.

**Required Inspections (Inspection Request Line: 585- 336-6072)**

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1280 Titus Avenue - Rochester, NY 14617

Phone: (585) 336-6026

Email: [building@irondequoit.gov](mailto:building@irondequoit.gov)

## TOWN OF IRONDEQUOIT

Building and Community Development



The Permit specifies all required inspections. Inspection requests can be made by calling the inspection request line. Requests should be made at least one day in advance. Next day inspection requests must be received on the request line no later than 3 p.m. to be added to the next day's inspection schedule.

### Electrical Inspections (if applicable to your project)

Electrical inspections are conducted by one of the following town-approved electrical inspection agencies. These agencies will charge their own fee for the required inspection(s). The fee is not collected by the Town.

- Middle Department Inspection Agency (454-5191)
- Commonwealth Electrical Inspection Services, Inc. (624-2380)
- New York Electrical Inspection Agency (436-4460)

Irondequoit's Building Inspector will pick up the final electrical sticker at the time of final inspection. If the final electrical sticker is not onsite at the time of final inspection, it can be dropped off at or mailed to the Building Department

### Permit Application Fee:

Application and permit fees vary based on project scope. Fee(s) are payable by cash or check. Credit card payments can be processed, with processing fee added (varies based on amount charged).

### Letter of Credit

Depending on the scope of the project, the Town may require an applicant to provide a letter of credit.

### Lead-Safe Certification Requirements

The Renovation Repair & Painting Rule (RRP) is a federal regulation that requires lead-safety training and certification for anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978. Please refer to the Town's Lead-Safe Certification Requirements sheet available in the Building Department and on the Town's website for more information.

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1280 Titus Avenue - Rochester, NY 14617

Phone: (585) 336-6026

Email: [building@irondequoit.gov](mailto:building@irondequoit.gov)

## TOWN OF IRONDEQUOIT

Building and Community Development

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### Other Approvals May Be Required Prior to Issuance of Building Permit

- Town of Irondequoit Department of Public Works approval (199 Permit) for work in Town Right-of-Way.
- Monroe County Department of Transportation (MCDOT) approval (136 and / or 239K Permit) for structures fronting on or having access from county roads.
- New York State Department of Transportation (NYSDOT) approval for structures fronting on or having access from New York State roads.
- Monroe County Health Department approval for septic systems and food establishments.
- Waterfront Properties: Army Corps of Engineers and NYS Department of Environmental Conservation (NYSDEC) approval where applicable.

### Certificate of Occupancy / Certificate of Compliance

No land can be occupied or used, and no building which is erected, altered or extended can be used or changed in use until a Certificate of Occupancy / Certificate of Compliance has been issued by the Town of Irondequoit.

Once all required final inspections (e.g. building, plumbing and electrical) have been passed and final site approval has been verified, the corresponding certificate will be issued. The issuance of certificates requires a minimum of 24 hours after final inspection.

### Penalties and Fines

As set forth in the Town Code of Irondequoit, work performed without the required building and/or plumbing permit(s) is a violation of town code and may be subject to penalties and fees.

### Permit Hold

The Town of Irondequoit reserves the right to place a five (5) business day hold on any permit with a fee over \$50 to allow for the deposit of personal or business checks.

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1280 Titus Avenue - Rochester, NY 14617

Phone: (585) 336-6026

Email: [building@irondequoit.gov](mailto:building@irondequoit.gov)



MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

Return To:  
HARRIS CHESWORTH JONSTONE & WELCH LLP  
300 LINDEN OAKS  
SUITE 100  
ROCHESTER, NY 14625-

WESTAGE AT THE HARBOR CONDOMINIUM  
BOARD OF DIRECTORS

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COUNTY FEE NUMBER PAGES	\$	20.00
RECORDING FEE	\$	45.00

Total \$ 65.00

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO  
MONROE COUNTY CLERK



FI182-201704060566-5

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1577897

Index DEEDS

Book 11842 Page 601

No. Pages : 5

Instrument CONDOMINIUM BY LAWS

Date : 04/06/2017

Time : 02:17:20PM

Control # 201704060566

Ref 1 #

Employee : RoseM

**WESTAGE AT THE HARBOR CONDOMINIUM**

**AMENDMENT TO BYLAWS**

**KNOW ALL PERSONS BY THESE PRESENTS** that Westage at the Harbor Condominium does hereby **AMEND ITS BYLAWS**, which were recorded in the Monroe County Clerk's Office on August 24, 1983 in Liber 6374 of Deeds at page 189, and affect the premises described as . . . . .

**SEE SCHEDULE A**

By addition of the **LEASING AMENDMENT** hereinafter set forth.

WESTAGE AT THE HARBOR CONDOMINIUM

AMENDMENT TO BYLAWS

LEASING AMENDMENT

1. **Community-wide lease restriction.** By resolution adopted June 14, 2016, the Board of Directors of the Westage at the Harbor Condominium, declared a moratorium on the renting of Units, effective July 1, 2016. Pursuant to that resolution, homeowners who had existing leases as of the date of the adoption of the resolution were grandfathered such that their leases were permitted to continue in effect until such time as their lease terminated by its terms.
2. **Existing Lease.** Pursuant to that resolution dated June 14, 2016, homeowners who had a written lease who desired to be grandfathered were to provide a copy of such written lease to the Woodbridge Group by not later than July 15, 2016. In the event a Unit owner had an oral lease on a month to month basis, an oral lease was permitted to remain in effect but that lease must have terminated by not later than July 31, 2016.
3. **Absolute prohibition on leasing.** The Westage at the Harbor Condominium believes that it is in the best interests of all homeowners to formally adopt an absolute prohibition on the leasing of Units. Therefore, on the first day of the month following a special meeting of homeowners who must adopt this Amendment to Bylaws by a vote of not less than two thirds in interest and in number of all Units which are subject to the Bylaws, there shall be an absolute prohibition on the leasing of Units, whether oral or written. In the event there is a violation by an owner of this Amendment to Bylaws, the Board shall have, within its powers, the right to impose such fine or fines upon such Unit owner after notice is given to such Unit owner and after giving that Unit owner an opportunity to be heard.
4. **Exceptions.**
  - a. **Waiver.** The Board, within its powers, and within its sole discretion, may grant a waiver of this leasing prohibition to a Unit owner who has demonstrated a unique hardship situation to the Board.
  - b. **Grandfathered Units.** Units which are presently leased at the time of the adoption of this Amendment to Bylaws shall be defined as "grandfathered units." Owners of these grandfathered units shall be exempt from the leasing prohibition as set forth in this Amendment, and such owners may continue to lease their Units as long as the Unit ownership remains the same. Upon the transfer of title to the Unit, no further lease agreements may be entered into by a subsequent owner of the Unit. At the time of such transfer by an Owner, however, an existing lease, whether written or oral, may remain in effect until it expires by its own terms. Upon the expiration of such lease, no further rentals shall be permitted for such Unit.
  - c. **Hardship situations.** A member suffering from a financial or personal hardship that renders the member unable to reside in his/her Unit may apply to the Board of the Association to lease the Unit. In such situations, the Board of the Association, in its sole discretion, may be authorized to permit the Member to lease his/her Unit.

This Amendment to Bylaws has been duly adopted by the vote of not less than two-thirds in interest and in number of the Unit owners of the Westage at the Harbor Condominium.

Dated this 20<sup>th</sup> day of February, 2017.

Marilyn Schantz  
Secretary Board Member, Acting Secretary

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 20<sup>th</sup> day of February, in the year 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared Marilyn Schantz personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Donald O. Chesworth  
Notary Public

DONALD O. CHESWORTH  
Notary Public, State of New York  
Monroe County, N.Y.  
Commission Expires April 13, 2019

SCHEIDT, E. A.

ADJ. THAT TRACT OR PARCEL OF LAND containing 6.9 acres of land, more or less, situate in Town Lot 2, Township 14, Range 7, Town of Irondequoit, Monroe County, New York, all as shown on Drawing No. 2266.00-01, prepared by Sear-Brown Associates, P.C., of Rochester, New York, redated and last revised December 3, 1982, said parcel being more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the northerly right of way line of St. Paul Boulevard with the westerly right of way line of Third Street; thence (1) north  $88^{\circ} 29' 50''$  west along the northerly right of way line of St. Paul Boulevard, a distance of 204.39 feet to an angle point; thence (2) north  $61^{\circ} 46' 40''$  west, along said right of way line, a distance of 132.00 feet to an angle point; thence (3) north  $16^{\circ} 07' 00''$  west, along said right of way line, a distance of 43.70 feet to a point of curvature; thence (4) southwesterly, westerly and northwesterly, along a curve to the right, having a radius of 19.00 feet, through a central angle of  $74^{\circ} 05' 28''$  a distance of 24.57 feet to a point; thence (5) north  $01^{\circ} 30' 09''$  west along said right of way line a distance of 23.00 feet to a point; thence (6) north  $88^{\circ} 29' 45''$  west along said right of way line a distance of 61.00 feet to a point; thence (7) north  $00^{\circ} 27' 30''$  west, a distance of 105.49 feet to a point marked in the field by a stone R.C.S. Monument; thence (8) north  $89^{\circ} 59' 58''$  east a distance of 14.41 feet to a point; thence (9) north  $01^{\circ} 35' 08''$  east a distance of 95.77 feet to a point; thence (10) south  $89^{\circ} 00' 26''$  west a distance of 42.83 feet to a point; thence (11) north  $02^{\circ} 21' 32''$  west a distance of 367 feet, more or less, to the apparent high water line of Lake Ontario; thence (12) easterly, along said high water line a distance of 505 feet, more or less, to the point where the easterly line of Third Street extended northerly intersects said high water line of Lake Ontario; thence (13) south  $01^{\circ} 30' 10''$  west along the northerly extension of the easterly right of way line of Third Street, a distance of 561 feet, more or less, to the northwest corner of Lot R-139 of the "Sumnerville Tract" as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 137 of Maps, page 27; thence (14) north  $88^{\circ} 29' 50''$  west, along the north end of Third Street, a distance of 40.00 feet to a point; thence (15) south  $01^{\circ} 30' 10''$  west, along the westerly street line of Third Street a distance of 133.00 feet to the point of beginning.

# *Westage at the Harbor Condominium*



**I hereby acknowledge the receipt of the Westage at the Harbor Rules and Regulations received from the Woodbridge Group.**

I have read and understand the Rules and Regulations of the community as well as the consequences if not followed by myself, members of my household guests or tenants.

Additionally, I am aware that an engineering report on the bookcase wall at the kitchen island determined that this is a load bearing wall and cannot be removed. I understand that if I do so, and there is a ceiling collapse or any other subsequent damage, it will be my responsibility to cover the cost of restoration.

I hereby agree to adhere to the No Smoking Policy of Westage

Westage Unit Address \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

**Please read, sign, and return to the Westage at the Harbor office, located downstairs in the 800 building to receive your parking sticker.**