

HOLIDAY HARBOUR CONDOMINIUM HOUSE RULES

Restated & Amended 10/31/05

Updated 2/2014

Updated 6/2014 – ljb

Updated 8/2014 – ljb with additions from Guy Burns, insurance, attic storage

Updated 5/2015 - landscaping

Updated 9/2016 – ljb – boating rules

Updated 12/2017 – WC and HO-6 insurance, table of contents

Updated 06/2018 – fire pits, gas grills, open flames, electrical outlet at carwash

Updated 7/2019 and 6/2020 – Right to Quiet Enjoyment: Acceptable Behavior

Updated 2/2020- Option for homeowner to perform dryer inspection

Updated 6/2020 – Watercraft and docking

Updated 5/2021 and 5/2022 – Pool rules

Updated 8/2021 – Watercraft and docking

Updated 12/2021 – Watercraft and docking

Updated 3/2022 – Miscellaneous clarifications

Updated 5/2022 – Tenants including immediate family to submit contact and vehicle info

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PART I: DEFINITIONS TO BE CONSIDERED IN THE INTERPRETATION AND ENFORCEMENT OF THE HOLIDAY HARBOUR GOVERNING DOCUMENTS

1. Definitions found in (i) Real Property Law Section 339-e; (ii) the Restated Holiday Harbour Condominium Declaration, recorded in the Ontario County Clerk's Office, in particular, Articles II; and V, (iii) the Restated Holiday Harbour Condominium By-Laws, recorded in the Ontario County Clerk's Office, in particular, Article I.
2. "Resident" shall mean an adult person who is one of the members of "same family" occupancy of a Home. "Same family" occupancy and "Home" are defined in Article IV and Article II of the Restated Holiday Harbour Condominium Declaration. An adult shall be a person eighteen (18) years of age or older.
3. "Pet" shall mean a domestic dog, and a domestic cat. No other animal shall qualify as pet.
4. "Tenant" shall mean any resident other than the Home Owners and their "same family".

PART II: RIGHT TO QUIET ENJOYMENT: Acceptable Behavior

1. Homeowners have the right to quiet enjoyment of their homes and common areas. They have the right to live at Holiday Harbour without being annoyed, harassed, or otherwise interfered with. Members and other residents, therefore, shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees or directed at management, its agents, its employees, or vendors. Members and residents who become disruptive may have privileges suspended (use of pool, clubhouse, dock space, etc), be fined, and or be subject to legal action.
2. Homeowners shall be respectful of common areas and of each other's private space. Please keep the volume of music, loud parties, etc to a minimum so that it's not a nuisance beyond the limits of your patio. Please finish parties by 10:00 pm. Residents and their guests who fight, have loud arguments, use profanity, have late night disturbances, and incur repeat police visits may have privileges suspended (use of pool, clubhouse, dock space, etc), be fined, and/or be subject to legal action.
3. Open forum guidelines have been set for meetings of the Board of Managers. Attendees may not engage in obscene gestures, shouting, profanity, threats, or other disruptive behavior. If attendees become disruptive, they may lose their public forum opportunity, be expelled from the meeting, have meeting privileges suspended or revoked, have privileges suspended (use of pool, clubhouse, dock space, etc), be fined, and/or be subject to legal action.

PART III: RULES AND REGULATIONS GOVERNING WATERCRAFT AND DOCKING

New Applicants, A Docking Space is not "Guaranteed" with Ownership at Holiday Harbour due to space limitations. If needed, a waiting list will be formed.

Use of the common facilities by any Home Owner in arrears, or tenant of such Home Owner, is prohibited, including dock assignment, clubhouse, pool and tennis court.

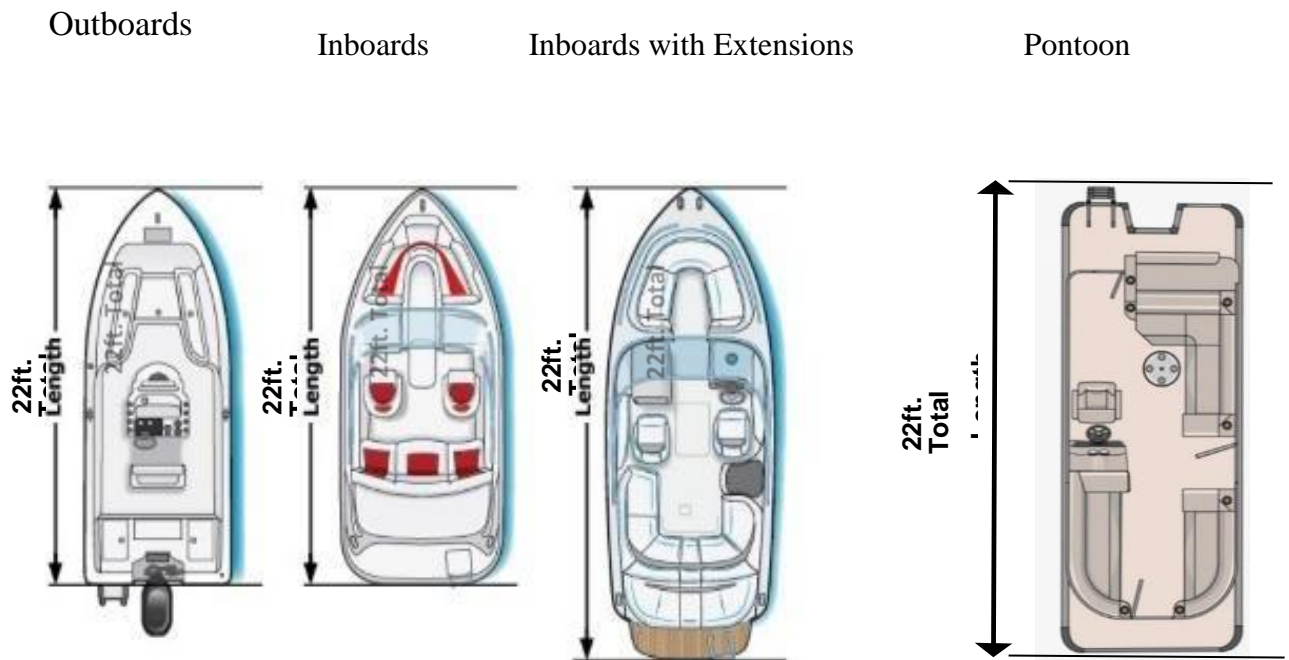
1. APPLICATIONS

The primary operator of any watercraft docked at Holiday Harbour shall be the Resident Owner applicant. Applications are available at the on-site office or on the website

Section A

1. Applications may submit in paper form to Kenrick Corporation 60 Holiday Harbour Canandaigua, NY 14424 or electronically at hhdocking@gmail.com
2. Applications will be accepted from Owner Residents only.
3. Only 1 application will be accepted from each unit for a primary boat.
4. Resident Owners must submit application for dock space *yearly* by October 15 for Primary water crafts to be moored at docks.
5. Applications for the dock space "waiting list" must be made *yearly* by October 15.
6. Pontoon Boats docked at Holiday Harbour may not exceed 22ft. in total length, this includes swim deck, overall length of motor and transom (engine mount) and pontoon length. *See diagrams.*
7. As of October 15, 2021 all standard boats can be no more than 22ft. including extended swim platform or any other extended platform. *See diagram.*
8. Boats that have already had an assigned dock space are grandfathered in.
9. Applicants for primary watercraft are notified of dock assignment by May 1st.
10. If you have not received docking assignment confirmation by May 15, contact docking committee chair immediately.
11. No applications will be accepted from co-owners of a watercraft, unless the co- owners are both owners of the unit.
12. Any homeowner with unpaid bills/fines owed to Holiday Harbour/Kenrick Corp. on May 1st, will relinquish their assigned spot permanently. When bills are verified paid in full, a new application will need to be made. The owner understands they will be assigned a new space if available or placed on a waiting list.
13. It is the boat owner's responsibility to verify the length as shown below before docking the boat. The boat owner accepts all responsibility if the boat is out of compliance.
14. Any question of boat measurement will be subject to the physical measurement according to the below diagrams and performed by the Docking Committee or Board of Managers. Any out of compliance boat owner will be notified to remove the boat within 5 working days. A fine will be imposed weekly after that.

MEASUREMENT WILL BE DETERMINED BY THE FOLLOWING DIAGRAMS:



Platforms, swim mounts and transom mounts must be included in the 22ft Total Length

Section B

Primary Powered watercraft applications must attach to his or her application;

- ✓ A copy of the watercraft's valid registration in resident's name.
- ✓ A copy of the watercraft's current certificate of insurance showing resident as owner of the watercraft.
- ✓ A copy of the Title for 1987 and newer watercraft. For pre-1987 watercraft, a Bill of Sale or other notarized document proving or attesting to such ownership in resident's name.

If primary watercraft does not require registration, (kayak, canoe, paddle boat or scull) the following need to be included with application.

- ✓ A copy of watercraft's certificate of insurance showing resident as owner of the watercraft.
- ✓ Proof of ownership by attaching a Bill of Sale or other notarized document proving or attesting to such ownership.

Section C

- Incomplete applications will not be processed.
- The docking committee will not approve or consider applications that lack proof of ownership.
- No applications will be accepted from co-owners of a watercraft, unless the co-owners are both residents of the unit

Section D

1. The Docking committee membership is comprised of homeowners, appointed by resolution of the Board of Managers.

2. Dock space is assigned by the Docking Committee Chair/Committee.
3. The Docking space assigned to a resident may only be used to dock the water craft described in the resident's application
4. Rotating of home owners' boats and accessory watercraft on the homeowners assigned dock space is not permitted.
5. Locate the number on your dock assignment. The boat is to be placed with dock number in the middle of the boat. You have 1 cleat designated to the left and 1 cleat designated to the right.
6. If a new boat is purchased during a boating season, the resident must submit new documentation prior to bringing in a new boat to avoid a fine. When replacing a boat, all new boats must adhere to the current size restrictions in place, not your previous size.
7. Primary watercraft is assigned as close to the applicant's unit number as possible. Only one primary assignment shall be given to a unit.
8. Docking space not occupied by July 4th shall be considered abandoned; these locations may be reassigned by the Docking Committee or Board of Managers as needed.
9. If multiple residents request an unoccupied dock space, the space is assigned to primary watercraft based on "residential seniority". Seniority is given to the resident owner applicant who has resided at Holiday Harbour the longest.
10. A dock space is relinquished once a Home Owner sells their condominium. The home owner must remove their watercraft from the assigned docking space prior to the date of closing.
11. If Home Ownership is passed to immediate family member, this is not considered new ownership and residential seniority remains in place as long as a boat was docked at the time of homeowners' death.
12. New Title and Registration, Insurance must all match ownership.
13. If a boat was not docked at the time of ownership being passed to immediate family member, seniority and docking space assignment will be reset to year 1.
14. Overnight rafting /mooring of watercraft is not permitted anywhere. Due to restrictions of maneuvering watercraft & Safety, no rafting or mooring *anytime* in the "Hammer Head Area" (Units 10-20 & Units 400-423).
15. Boat lifts are prohibited.
16. Any Boat that is 22 Feet and over must keep motor in water when docked. Owner accepts any damage incurred by other boats if motor is not in water when docked.
17. Boat owner acknowledges that they are solely responsible for avoiding all seen and unseen navigational hazards. Holiday Harbour is not liable for damages or injuries that may occur to boat owner, their vessel, guest(s), and any personal property while using dock space and

surrounding waterways.

18. The Docking space assigned to a resident may only be used to dock the water craft described in the resident's application
19. Rotating of home owners' boats and accessory watercraft on the homeowners assigned dock space is not permitted.
20. Locate the number on your docking assignment. The boat is to be placed with the dock number in the middle of the boat. You have one cleat designated to the left and one cleat designated to the right.
21. If a new boat is purchased during a boating season, the resident must submit new documentation prior to bringing in a new boat to avoid a fine. When replacing a boat, all new boats must adhere to the current size restrictions in place, not your previous size.
22. Primary watercraft is assigned as close to the applicant's unit number as possible. Only one primary assignment shall be given to a unit.
23. Docking space not occupied by July 4th shall be considered abandoned; these locations may be reassigned by the Docking Committee or Board of Managers as needed.
24. If multiple residents request an unoccupied dock space, the space is assigned to primary watercraft based on "residential seniority". Seniority is given to the resident owner applicant who has resided at Holiday Harbour the longest.
25. A dock space is relinquished once a Home Owner sells their condominium. The home owner must remove their watercraft from the assigned docking space prior to the date of closing.
26. If Home Ownership is passed to immediate family member, this is not considered new ownership and residential seniority remains in place as long as a boat was docked at the time of homeowners' death.
27. New Title and Registration, Insurance must all match ownership.
28. If a boat was not docked at the time of ownership being passed to immediate family member, seniority and docking space assignment will be reset to year 1.
29. Overnight rafting /mooring of watercraft is not permitted anywhere. Due to restrictions of maneuvering watercraft & Safety, no rafting or mooring *anytime* in the "Hammer Head Area" (Units 10-20 & Units 400-423).
30. Boat lifts are prohibited.
31. Any Boat that is 22 Feet and over must keep motor in water when docked. Owner accepts any damage incurred by other boats if motor is not in water when docked.
32. Boat owner acknowledges that they are solely responsible for avoiding all seen and unseen navigational hazards. Holiday Harbour is not liable for damages or injuries that may occur to boat owner, their vessel, guest(s), and any personal property while using dock space and

surrounding waterways.

RESIDENT TENANTS (RENTERS)

After Dec. 31, 2021. No new resident tenant applications will be accepted for any docking space, Resident tenants who held a docking space for the season 2021 will be "grandfathered" in their current dock space. The assigned space is nontransferable.

APPLICATION RULES for Grandfathered Resident Tenants (RENTERS) are the same as the above (Sections A-D) but in addition to the above, the Grandfathered Resident Tenants must also follow Section E:

Section E

- ✓ Submit a copy of their lease from the homeowner showing the tenant's lease term extends for the duration of the current boating season (May 1 through Oct. 15). Tenant and Homeowner must sign the application.
- ✓ Resident tenants shall use the unit as their primary residence and shall personally occupy the unit for the full term of the lease in order to qualify for dock space. Resident tenants include immediate family members.
- ✓ Resident tenants are not eligible for secondary accessory motorized watercraft applications.
- ✓ If the owner of the Unit or the tenant is in arrears, the tenant shall not be assigned a docking space until all money is paid in full. If this does not occur before May 1, the docking space will be lost.
- ✓ When a homeowner sells their condominium, the dock space is relinquished. The resident tenant must remove their watercraft from the assigned docking space prior to the date of closing, unless the grandfathered tenant stays with the property or moves to another unit within Holiday Harbour. The dates of tenancy must be continuous and the new lease must be provided. The boat slip dock space would remain the same and is non transferable.
- ✓ No applications will be accepted from co-owners of a watercraft, unless the co-owners are both grandfathered tenants of the unit.

2. SECONDARY ACCESSORY WATERCRAFT APPLICATIONS

1. All Tenants & Resident Owners may have secondary non-motorized watercraft including: Kayaks, Canoes and paddle boards, that are to be kept on the designated racks and labeled with an HHbr identifying sticker. Applications are not required. Tenants are not allowed motorized watercraft.
2. Jet Skis, and paddle boats are considered accessory "motorized" watercraft. Applications must be from Resident Owners only and submitted by Oct 15. Dock Assignments will be assigned after the primary boating assignments are complete and as space permits.
3. A Secondary Accessory Jet ski will not be inter-mixed among primary boats and will only be permitted in the designated area for jet skis only. Only one secondary accessory motorized watercraft will be allowed per unit.
4. There are 8 jet ski spaces available in the assigned JET SKI AREA.
5. Jet ski ramps are required and purchased by the owners of the jet skis and are not the property of Holiday Harbour. A jet ski floating ramp is required to be attached perpendicular to the dock. Jet ski ramps must be removed at the end of each season.
6. The rate of \$500 per jet ski per docking season is due with application. A secondary paddle boat may be assigned a dock space, space permitting. The fee is \$50 per foot for the season.

7. All Applicants of secondary accessory motorized watercraft may be asked to remove their watercraft if the space is needed for an Owner Resident Primary Boat assignment during the season. This must be done within 5 business days of notification or a \$100 per day fine will begin on the 6th day. A full refund will be given, if all rules are followed. Removals of secondary watercraft will be done by residential seniority.
8. Rafting/mooring of secondary accessory watercraft is not permitted overnight. Due to restrictions of maneuvering room for adjacent watercraft and safety, the “Hammer Head Area” (Units 10-20 & Units 400-423) and in the Towne Harbor channel/HHbr Finger Docks (Units 128-142), rafting/mooring is not permitted at any time.

What is needed:

- ✓ Footage of secondary accessory watercraft.
- ✓ A copy of the watercraft’s current registration.
- ✓ A copy of the watercraft's certificate of insurance showing applicant as owner of watercraft.
- ✓ A copy of the Title for 1987 and newer watercraft. For pre-1987 watercraft, a Bill of Sale or other notarized document proving or attesting to such ownership.
- ✓ If watercraft does not require registration the following need to be included with application.
- ✓ Proof of ownership by attaching a Bill of Sale or other notarized document proving or attesting to such ownership.
- ✓ Applicants for secondary accessory watercraft will be notified if space is not available for the season or what their dock assignment may be for the season.

3. GUEST WATERCRAFT DOCKING DAY TIME ONLY

- Guest watercraft docking during the day light hours can be accommodated via rafting/ mooring to resident’s watercraft in designated areas.
- Guest watercraft is not allowed to raft/moor at Holiday Harbour docks unless the guest is in company of a resident.
- Designated Area: Daytime mooring is allowed at most resident's docks, but not permitted in the Towne Harbor channel/ HHbr Finger Docks (Units 128-142) or Holiday Harbour's Hammer Head (Units 400-423 & Units 10-20)
- Guests must abide by the Holiday Harbour Rules for watercraft and docking. Damage incurred by guest watercraft shall be the responsibility of the resident they are visiting.
- Rafting /mooring overnight is not permitted due to restrictions of maneuvering room for adjacent watercraft and safety.
- No provisions will be made for Overnight Docking.

4. Only approved marina fenders may be affixed to the dock; (e.g., no tires, carpet or plastic jugs.) Any other hull protective device will require a variance. Fenders must be affixed with temporary mountings (e.g., no bolts in dock) and removed at the end of the season.
5. Any Boat that is 22 Feet and over must keep motor in water when docked. Owner accepts any damage occurred by other boats if motor is not in water when docked.
6. Home owners and tenants are not permitted to drill/screw anything into the docks. If a cleat, ladder or bumper support cannot be tied on, put in a work order to the maintenance department.
7. Watercraft wakes must be kept to a minimum to prevent erosion of canals and damage to other watercraft and docks. The "NO WAKE" rule (5 miles per hour or less) should always be observed in the canals.
8. Watercraft operators are cautioned to restrict noise and activity on the dock and in watercraft so as not to cause a disturbance to other residents.
9. Sailboat halyards must be secured against noise.
10. Swimming is prohibited in the canals.
11. Unattended fishing is prohibited after April 1st.
12. Disputes about docking assignments or rules shall be referred to the Docking Committee.
13. When the docking committee is unable to bring about a satisfactory resolution, the docking committee shall refer the dispute to the Board of Managers.
13. The Docking Committee shall be notified in writing if the docking assignments are changed by mutual written agreement.
14. Gasoline must be stored in OSHA approved metal safety containers or non-metallic petroleum product containers classified by Underwriters Laboratories (UL) in accordance with the standard specification for plastic containers (Jerry Cans) relating to petroleum products meeting ANSI- ASTM D343580.570V. All gasoline storage containers must be stored near the wing walls of the common area and not against the rear or front wall of the building. Gasoline containers, full or empty, shall not be stored in the window wells of any basement or crawl space areas. In addition, they shall not be stored anywhere within any building or in any common areas of Holiday Harbour.
15. Trailers with or without watercraft may be parked on Condominium property in the wash bay parking lot. Trailers only have 14 cumulative days for the entire boating season. Violators will be reported to City Police and the home owner will be fined a minimum \$25 per day.
16. Winter storage of motorized watercraft is prohibited on any area of the common property. Winter storage of non-motorized small watercraft is permitted on restricted common property (i.e. patio) only if such storage does not block the unit door, exceed the height of the wing walls, or extend off the patio.

17. Watercraft stored for winter, on restricted common property, shall be removed no later than May 1. Racks are available for boating season storage of kayak, paddleboards, and canoes; lock use is suggested.

PART IV: RULES AND REGULATIONS GOVERNING MODIFICATION OF HOMES, COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS

1. Any modifications of the Common Elements and Restricted Common Elements are subject to approval by the Board of Managers. Some modifications of Homes are also subject to approval. In addition to the Declaration and By-Laws, the Board has adopted the following guidelines for review of variance requests for modifications:
 - a. To maintain and enhance the economic value of the Condominium buildings;
 - b. To preserve all open spaces;
 - c. To preserve the architectural style of the Buildings;
 - d. To maintain uniformity among and between Buildings;
 - e. To prevent Home Owners from imposing visual or structural intrusion upon their neighbors.

Homes

2. A variance request must be submitted to and approved by the Board of Managers prior to modification of the Homes, where such modifications are visible from the exterior or for relocation of walls or plumbing.
3. A variance request must be submitted to and approved by the Board of Managers prior to renovation of the interior of a condominium. This is to be sure renovations do not compromise the structural support of the condominium being renovated or adjacent condominiums.
4. The number of bedrooms in a Home may not be increased.
5. Attics should not be used for storage of personal belongings and combustible materials. Do not place objects on top of electrical cables as this could lead to a fire and can also become an electrocution hazard. In addition, the top cord of wood trusses is typically not designed for storage and additional weight can cause truss failure. Finally, the storage of materials is a fire hazard and could complicate firefighting in the event of a fire.

Building Exteriors

6. Building exteriors may not be modified or painted, nor can any device be added, altered, or removed without the written consent of the Board of Managers.
7. Flower boxes may be installed under kitchen windows in a color to match the shutters of the unit (black, white, green or stained wood) or black wrought iron. A variance request must be approved by the Board of Managers prior to installation. It is the responsibility of the Home Owner to maintain the flower boxes in good condition.

8. Hose hangers may be installed adjacent to outdoor faucets on the street side of the buildings, fastened to the mortar only. A variance request must be approved by the Board of Managers prior to installation. See Patios and Balconies, Paragraph 13.
9. Fences and gates are prohibited on the Common Elements and restricted Common Elements, except around air condition units as allowed under Part XV.
10. As of July 2007, all entry door replacements must include the installation of a storm door to the home. The color of storm doors shall be white. The color of window frames shall be white and window glass shall have colonial window grids / panes. This applies to new and replacement installations. A variance request must be approved by the Board of Managers prior to installation.

Patios and Balconies

11. Outdoor carpeting is permitted on patios and balconies. For balcony installation, an underlayment of marine plywood must be used. The standard accepted colors are brown or green. As of January 26, 2011 - Carpet may NOT be glued/cemented down to surface. A variance request must be approved by the Board of Managers prior to installation.
12. Roll-up bamboo curtains may be installed on the sides of balcony overhangs. Bamboo curtains are not permitted on the water side of the balcony. Plated hooks should be installed to support the bamboo curtain, which must be natural in color. Bamboo curtains must be maintained by the Resident and rolled or stored when not in use. A variance request must be approved by the Board of Managers prior to installation.
13. Where water faucets have not been installed on patios, a hose bib may be added. Staff shall be allowed to use it. Exact specifications may be obtained from the Superintendent. A variance request must be approved by the Board of Managers prior to installation.
14. Hose roll-ups must be free-standing on patios. Hose hangers may not be installed on wing walls or canal side walls. Hose hangers may be installed on the street side of Home where hose bib exists; A variance request must be approved by the Board of Managers prior to installation.
15. No installations of any kind may be made to the long, outside surface of end-unit patio walls or to the outer facing edge of the walls.
16. An American or decorative flag, eighteen (18) by thirty (30) inches maximum, may be flown in the following manner: paper simplex units should affix the bracket to a block of wood secured to the balcony railing by u-bolts; lower units should affix the bracket to the middle balcony upright so the flag does not hang below six (6) feet. A variance request must be approved by the Board of Managers prior to installation. (See also Landscaping, Paragraph 31.) Flags may not be installed on patio walls.

17. Decorative flower pots may be attached to the inner surfaces of the patio walls with a maximum of five (5) per wall. Brackets must be attached to the mortar only. The use of spring loaded hangers is preferred as no drilling into the mortar is needed. Exact specifications may be obtained from the Superintendent. If drilled brackets are used, a variance request must be approved by the Board of Managers prior to installation.
18. Corrugated fiberglass sheets (in Board's choice of color) may be installed underneath balconies to protect the patio below from rain and debris. Exact specifications for installation may be obtained from the Superintendent. A variance request must be approved by the Board of Managers prior to installation.
19. Privacy screens may be installed between the ends of the patio walls and buildings. The screens may be attached only to the mortar of the wall and must be louvered or have similar construction to allow air flow and diminish stress to the connection mechanism. A variance request must be approved by the Board of Managers prior to installation.
20. Clotheslines may not be installed nor may garments or other articles be hung over or on the Common Elements or Restricted Common Elements such as patio walls.
21. Seasonal furniture, utensils (i.e grills), sporting equipment and small storage boxes for smaller items may be placed on patios. See also Rule 24 and 25. Personal property may not be stored in simplex hallways, closets or attics.
22. Grills must be placed on the outer edge of patios to prevent heat damage to the siding.
23. Gasoline must be stored in OSHA approved metal safety containers or non-metallic petroleum product containers classified by Underwriters Laboratories (UL) in accordance with the standard specification for plastic containers (Jerry Cans) relating to petroleum products meeting ANSI-ASTM D343580.570V. All gasoline storage containers must be stored near the wing walls of the common area and not against the rear or front wall of the building. Gasoline containers, full or empty, shall not be stored in the window wells of any basement or crawl space areas. In addition, they shall not be stored anywhere within any building or in any common areas of Holiday Harbour.
24. Storage of patio items in winter shall be accomplished by moving all items to within five (5) feet of one side wall. Stored items may not exceed the height of the side wall or block the entry door. All items shall be secured to withstand winter winds to prevent damage or loss in the canal.
25. Stored items placed against the privacy wall may not exceed the height of the privacy wall. No items may block the entry door or overhang the patio onto the adjacent sidewalk. Check the height of a storage unit before buying. For storage units purchased prior to January 1, 2021, residents may place a storage unit exceeding the height of the privacy wall against the siding. It must not block or overhang doors or windows.
26. The front and rear entry swing doors may not be blocked at any time, per the City of Canandaigua Code Enforcement Officer.

Landscaping

27. All of the shrubs, trees and lawns of the Condominium are Common Elements and may not be altered in any way by Owners, Residents or their guests. The addition, elimination or replacement of living or dead bushes, shrubs or trees anywhere on the Holiday Harbour property will be done in accordance with the landscape Master Plan and at the discretion of the BOM and the Landscape Committee. Owners may request alteration or removal of landscaping at **their unit** through a variance process.

Removal of dead, dated, overgrown or unsightly foundation bushes **first** requires a variance form, from the superintendent, to be filled out by the unit owner with a description of what is to be removed, and what the replacement will be. This variance must then be submitted to the superintendent. The superintendent will then pass it on to the board landscape committee liaison for review and final approval. If approved, the owner must then fill out and submit to the superintendent a work order for removal of the existing shrub.

Foundation bush and shrub replacements are limited to two selections. These shrubs are in accordance with the master landscape plan for Holiday Harbour as put forth in October 2010. Holiday Harbour will provide the replacement cost of **only** the first two varieties here, as funding and scheduling allows:

- 1- The existing Yew variety that is being removed
- 2 - Boxwood shrubs

A third selection, two (2) Dwarf Alberta Spruce trees, will be allowed at owner's expense.

Replacement of dying or dead species of plant material that, by variance, an owner has been granted permission to plant at his own expense, must be replaced and paid for at his own expense. Annuals or perennials may be planted along the exterior wall of the unit in a way that does not extend beyond the boundaries of the shrubbery bed. Plants must be set back from the edge of the bed to facilitate mowing. Any annual or perennial, planted by a resident, must be maintained by that resident. Ivy must not be allowed to climb building walls. For end units, ivy may be allowed to climb the outer surface of wing walls: it must be kept neat in appearance.

28. The covering of shrubbery beds with mulch is the responsibility of the Management. Residents who wish to add additional mulch must use the same type and size used by Management.
29. Residents may plant in outdoor containers; location of these is restricted to patios, front step and next to lamp posts on the docks. For end units, containers may be placed on the side exterior wall of their unit, within the landscape bed. Containers on the dock must

have a saucer underneath to prevent staining of the dock. Pots may not be placed on the rear sidewalk adjacent to patios. The planting of vegetables is limited to containers.

30. Edging materials may be added to existing shrubbery beds in a manner that does not extend above the turf so as not to interfere with the cutting of lawns. A variance request must be approved by the Board of Managers prior to installation.
31. Each Resident is responsible for providing his own gardening tools and/or equipment for installation and maintenance of flower beds and variance-approved shrubs.
32. A pipe sleeve may be driven into the ground within the shrubbery beds for display of American flags.

PART V: RULES AND REGULATIONS GOVERNING MOTOR VEHICLES

1. The speed limit within Holiday Harbour is twenty (20) miles per hour. Speeding by any motor vehicle is prohibited. Operators of motor vehicles and other vehicles of transportation are expected to exercise good judgment with respect to speed and proximity to pedestrians and pets. Unlicensed motor vehicles and unlicensed drivers are prohibited from using any Holiday Harbour roadway, parking area and other areas of the Common Elements. Vehicles such as ATV's, snowmobiles, motorized scooters and bikes, not licensed for highway use (except maintenance carts), shall not be operated or stored on condominium property.
2. Parking areas are designated adjacent to the buildings on the Common Elements. Parking is to be accomplished in a manner that does not obstruct adjacent spaces. Residents are permitted to park one car per unit in front of the buildings, in the same order as the unit numbers. Additional cars and guest cars are to be parked in any other parking spaces, but not so as to interfere with the one-car-per-unit rule. Residents with more than two registered vehicles per unit are not permitted to use nearby guest parking areas on a regular basis. Special parking accommodations are made on a case-by-case basis, subject to approval of the Board of Managers, except as provided in Paragraph 8 below. Designated parking spaces have been assigned for some of the units as indicated by the numbers on the asphalt. There is no parking in the designated cul-de-sac fire lane, on the south side of the median from units 27-58, or in any other designated no-parking area.
3. Residents and their guests shall park so no part of their vehicle hangs over the sidewalk.
4. No repair of motor vehicles, in excess of twenty-four (24) hours, shall be made in the Holiday Harbour parking areas, roadways or other areas of the Common Elements.
5. The roadways, driveways and parking areas of the Condominium shall not be used for storage or long-term parking in excess of two (2) weeks for any automobile, boat, trailer, camper, bus, truck, motorcycle or commercial vehicles. An exception is made for vacation parking beyond two weeks or for seasonal parking, which is allowed in the 400 block. A record of designations including departure and return dates is to be maintained

by the Superintendent noting the license, address and telephone number of the local party having a set of keys.

6. Vehicle owners shall be responsible for damage to the property caused by motor vehicles or trailers.
7. Any leakage or spillage of petroleum products must be cleaned immediately, in accordance with DEC and EPA regulations. Spills shall be the responsibility of the Home Owner.
8. Any vehicle or camper, other than commercial vehicles or moving vans temporarily providing service to a unit, if owned, leased or regularly operated by a Resident, which vehicle or camper does not reasonably fit within the designated white lined parking area, will not be permitted to park in any parking area in front of, or nearby, the buildings for safety reasons and to permit adjacent parked vehicles reasonable room to open vehicle doors, allowing reasonable ingress/egress from such vehicles. The Superintendent, at his discretion, is authorized to designate and assign a space for such over-sized vehicles or campers, if needed, for such Resident's daily requirements.

PART VI: RULES AND REGULATIONS GOVERNING THE CLUB HOUSE

The following Rules and Regulations for the Club House were developed in accordance with a philosophy for use developed by a Club House Committee and approved by the Board of Managers. The philosophy begins with a belief that the Club House is for the use of all Residents, whether Home Owner or tenant, and rules should afford opportunities for all to use it. Secondly, the Committee found that Home Owners and Residents should assume responsibility for ensuring that the conduct of youth, guests and themselves in accordance with the Rules; and, where persons may not exercise the best judgment, supervision should be provided. Thirdly, the Committee found that the Club House should be viewed as an extension of the Resident's living space, and as such, should be limited to events hosted by the Resident. With this in mind, commercial rental of the space is prohibited. Lastly, the Committee found that since the Club House is a Common Element, the exercise of good judgment and observance of the Rules and Regulations is the responsibility of all that use it. As of February 24, 2010, use of the common facilities by any Home Owner in arrears, or tenant of such Home Owner, is prohibited, including dock assignment, clubhouse, pool and tennis court.

Use of the Club House is limited to condominium Residents, resident children and their guests. Residents and resident children may not pass on this right to non-residents nor can Home Owners retain this right when their unit is rented or occupied by others.

1. The Club House is available for use by any Resident or resident child, (age 16 or older), on a shared drop-in basis. Use of the Club House on a regularly-scheduled weekly basis by a Resident or resident child, or jointly with another Resident(s) or resident children, is considered more than occasional use and requires an application for exclusive use as outlined in Paragraph 4 below.

2. No resident children under the age of sixteen (16) will be permitted to use the Club House, except under the supervision of a parent or guardian. If resident children under the age of sixteen (16) are found in the Club House unsupervised, the Superintendent will notify the parents or guardians in writing.
3. Residents and resident children may not remove furnishings from the Club House for private use.
4. The Club House may be reserved by Residents for private parties and events by submitting a Reservation Request to the Superintendent. A reservation fee and cleaning deposit will be collected, payable in cash or check to Holiday Harbour Condominium (separate checks will expedite return of the deposit). The fee will entitle the applicant to the exclusive use of the Club House for a designated period of time. The deposit will be refunded in full as long as the Club House is left clean and undamaged in accordance with the instructions provided at the time of the reservation and posted in the kitchen. Club House fees and cleaning deposit amounts shall be determined annually by the Board of Managers
5. The President of the Holiday Harbour Board of Managers, with Board of Managers approval, is permitted to enter into an exclusive use agreement with the President of Towne Harbour Island for the specific purpose of holding their monthly and annual Home Owner's meeting in the Club House.
6. Maximum occupancy for any Club House event is seventy-five (75) persons.
7. Reservations cover a twenty-four (24)-hour period, beginning at 10:00 A.M. Reservations will be taken for any day except holidays. The Club House will be left open for use by all Residents and their guests on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
8. No reservation may be made more than ninety (90) days prior to the event except for official functions sponsored by the Social Committee, which may be made one hundred twenty (120) days in advance. All functions which are open to the entire Holiday Harbour community will take precedence over private parties.
9. The Superintendent may, at his discretion, inspect the Club House while a party is in progress. Any damage noted during or after the occasion will be billed to the resident for any necessary repair or replacement.
10. Loud, boisterous or obscene conduct or language will not be tolerated.
11. Guest cars must be parked in the designated area adjacent to the Club House and not interfere with Resident parking.
12. Pets are not allowed in the Club House.
13. The host must agree to be responsible for the following:

- a. Provide supervision by attending event.
- b. Close all windows and screens.
- c. Turn gas fireplace off; close screen.
- d. Return tables and chairs to original position.
- e. Fold ping pong table and return to original position.
- f. Wipe counter tops and surfaces.
- g. Turn stove off and clean spills.
- h. Empty refrigerator and wipe clean.
- i. Clean kitchen floor; mop if necessary.
- j. Vacuum carpeting and clean spills or stains.
- k. Dispose of trash in dumpster.
- l. Wipe surfaces in bathrooms clean.
- m. Turn off all inside lights.
- n. Lock door upon leaving.
- o. Do not set anything on the Pool Table.
- p. Turn off A/C (if used) and exhaust fans.

PART VII: RULES AND REGULATIONS GOVERNING RECREATIONAL USE OF COMMON PROPERTY

As of February 24, 2010, use of the common facilities by any Home Owner in arrears, or tenant of such Home Owner, is prohibited, including dock assignment, clubhouse, pool and tennis court.

Swimming Pool

1. The swimming pool is available for use by Residents. Residents' family members and guests are welcome, but **Residents need to accompany** them while they are at the pool. Residents may not pass the right on to use the pool to family members or non-residents, nor may home owners retain this right when their unit is rented or occupied by others.
2. The pool will be **unsupervised** and available from 10am-7pm seven days a week. Hours of operation of the swimming pool may change for extenuating circumstances. Reasons for such action include, but are not limited to, thunderstorm or lightning, heavy rain or hail, main pool drain not visible, lost bather, and bromine level outside acceptable limits.
3. **It is recommended that RESIDENTS DO NOT SWIM ALONE!** It is preferred that two or more adults, 18 years of age or older, be present at the pool when bathing facility is in use, with at least one adult on the pool deck. As per NYS Department of Health, No one under the age of 18 is allowed to be in the pool without adult supervision.
4. Children less than **18 years** of age must at all-times be accompanied by an adult responsible for their safety and behavior while at the bathing facility.
5. If the child is unable to stand in the shallow end of the pool with his/her head above water, the adult is required to be in the water with the child.

6. Swimmers must be able to swim one length of the pool before they are allowed in the deep end.
7. Where there is an infraction of the rules or failure to follow, the following actions shall may be taken: possible loss of use of the pool for a period of time or key fob pool access revoked. Continued violations shall be subject to action, in accordance with the Restated Holiday Harbour By-Laws, Article VII, 7.08.
8. Residents must sign in upon arriving at the pool (one fob has been issued to each unit). All persons (residents, family members, guests) shall sign the attendance register. All swimmers 17 and under must be signed in by an accompanying resident. By their signature, swimmers or their adult supervisors shall affirm that they understand the pool rules and agree to abide by them.
9. Swimwear shall be worn in the pool; street clothes are not permitted, although shirts may be worn for sun protection. Babies and very small children must wear a swim diaper. Persons not dressed for swimming should not be on the lower pool deck.
10. Food and non-alcoholic beverages may be consumed on the upper deck only. Smoking, alcoholic beverages, food and beverages in breakable containers and gum chewing are prohibited within the fenced-in pool area.
11. Horseplay, running on the deck, and hanging on the pool divider rope are prohibited.
12. Pets are not allowed in the fenced-in pool area.
13. Flotation devices and water toys are permitted within reasonable consideration for other swimmers. Where flotation devices or toys present a visual or other hazards, they may be prohibited by the pool committee.
14. Diving is prohibited.
15. Persons known to have a communicable disease or who are displaying bleeding, skin lesions, inflamed eyes, or discharges from the nose or mouth shall be prohibited from using the pool.
16. Persons with bandages shall not be permitted to use the pool.
17. Pollution of the pool by any bodily fluid or excretion is prohibited.
18. Noninstructional water aerobics classes occur on Monday- Wednesday and Friday from 10:00am-11:00am, and all are welcome to attend. Bring your own pool noodle.
19. As of May 1, 2022, pool parties must be scheduled with the Superintendent. The resident scheduling the pool party must provide their own lifeguard and include proof of certified lifeguard with their club house reservation. There is a 25-guest limit for a pool party and a time limit of 4 hours maximum. Note: Reservation does not entitle reserving party to exclusive use of the pool.
20. Security Cameras are installed, if violators are found after review of the recordings, pool access for the remainder of the year will be prohibited.

21. Remember to bring your Key Fob. No entry into the pool area unless you use your own Key Fob to enter the pool gate.
22. Residents who use the pool during non-Supervised swim time need to remember to close all umbrellas and return upper deck and swim deck back to its original state before leaving.
23. When leaving pool, make sure gate is secured.

Tennis Court

24. The tennis court is limited to Residents and their guests. Residents may not pass on this right to non-residents nor may home owners retain this right when their unit is rented or occupied by others.
25. The tennis court is available for use by Residents of Holiday Harbour and their families and guests. Holiday Harbour tennis tags are available from the Superintendent and must be worn/displayed during play.
26. The time frame for open play, reserved play or lessons is limited to one & one-half (1 ½) hours per session.
27. Residents may reserve the court up to four (4) days in advance, once in any twenty-four (24)-hour period. Children under twelve (12) years of age may not reserve the court, but may play whenever the court is available. The sign-up sheet for reserving the court is on the Club House bulletin board.
28. Reservations begin at 8:00 A.M., although open play may begin prior to that time. A ten (10) minute grace period must be honored for reserved play. The court is closed at 10:00 P.M.
29. Residents must be present during open or reserved play by their guests.
30. The court is to be used for tennis and pickle ball only. Pets are not allowed in the court area.
31. Any use or practice of the tennis court which may be a source of annoyance to other residents is not permitted.

Miscellany

32. Bicycle riding, in-line skating, running, and jogging are limited to roadway areas. These activities are specifically prohibited on the docks. Sidewalk bicycle riding and roller-skating are permissible for young children with adult supervision.
33. Bicycles must be stored in driveway racks or on patios during the summer season. Winter storage is available by contacting the on-site Superintendent.

34. Street hockey is restricted to the shuffleboard/basketball court and is prohibited in roadways and parking areas.

35. Skate Boarding is prohibited anywhere on Holiday Harbour property.

36. Personal property may not be stored in simplex hallways, simplex hallway closets, or simplex attics (i.e. bicycles, grills, fishing equipment). See Patios and Balconies, Paragraph 20.

PART VIII: RULES AND REGULATIONS GOVERNING PETS

1. Dogs may be housed by home owners at Holiday Harbour, provided they are 25 lbs. or less. Dogs larger than 25 lbs. may not be housed at Holiday Harbour for any duration of time, including “visiting dogs”. Tenants shall not house pets for any period of time. Tenants shall not permit dogs or other pets to “visit”.
2. No Resident or guest of Holiday Harbour may have a Pet on the premises overnight or that constitutes a nuisance to other Residents or behaves in any way injurious to the Common Elements or threatening to the Residents of the Condominium. This specifically includes dogs which bark excessively and urinate or defecate in areas other than those designated.
3. All dogs housed by Home Owners for more than three (3) days, (not necessarily consecutive), within the confines of the Condominium shall have:
 - a. A current state or United States Department of Agriculture rabies certification,
 - b. A valid dog license
 - c. A copy of letter a. and b. must be provided to the Management Company annually.
4. There shall be no more than one (1) dog, owned by Home Owner, permitted in each Home OR there shall be no more than one (1) cat, owned by Home Owner, permitted in each Home; NOT 1 DOG AND 1 CAT.
5. The following breeds or mixed breed types of dogs are not allowed on the property by Residents or guests because of potential insurance liability risks: (1) American Staffordshire Terrier, American Pit Bull Terrier, Staffordshire Bull Terrier, all commonly known as Pit Bull, (2) Doberman Pincher, (3) Rottweiler, (4) Chow Chow or (5) Presa Canario.
6. Pets shall be leashed when on the Common Elements. As it relates to dogs, this complies with city of Canandaigua Dog Control Law. This also applies to pets owned by visitors.
7. Under the supervision of their owners, pets may be unleashed in the designated pet run area. Pet owners must pick up and dispose of animal excrements in the designated pet run area.

8. Dogs shall be walked on the perimeter of the Condominium property only.
9. Pet walkers, whether home owners, Residents or guests shall be responsible for picking up and disposing of excrements. A scooper and/or a bag for this purpose shall be carried by the person walking the pet, and shall be visible. Containers are provided for disposal of waste at stations located on the perimeter of Holiday Harbour. This complies with City of Canandaigua Dog Control Law.
10. Pets may NOT be walked on the docks.
11. Feeding of waterfowl is prohibited. This seemingly harmless action alters the natural behavior and feeding patterns of the waterfowl, as advised by NYS Department of Environmental Conservation (DEC).
12. Tethering of pets on the Common Elements is prohibited.
13. No animal may be housed, caged or fenced on the Common Elements or Restricted Common Elements.
14. Residents may call the Canandaigua Police Department for violations of Nos. 2, 6 and 9 and the Holiday Harbour office at 585/396-1063 and the Management Company for other concerns.

PART IX: RULES AND REGULATIONS GOVERNING TRASH/RECYCLING

1. Trash and recyclable materials are collected once per week by the City of Canandaigua. Current information on the designated day and time may be obtained from the Superintendent.
2. Trash must be contained in a clear plastic bag and placed at the curb by 8:00 A.M. on collection day. Residents may also place trash in the dumpsters next to the Clubhouse any day of the week.
3. Trash that is held or stored outside until pick-up day must be contained in a plastic or metal garbage can with secure lid.
4. Household refuse dumpsters, next to the Clubhouse, are for bagged household trash. Large, bulky items, such as carpeting, grills, mattresses, appliances, construction debris and other similar items are not allowed. It's the responsibility of the resident to dispose of these items by taking them to the landfill or making other arrangements for disposal.
5. Please break down your cardboard before disposing of it and place your donated redeemable cans and bottles in the blue tote. Donations go to the Social Committee.
6. Recycled materials, such as corrugated cardboard, newspapers, paper/magazines, clear and colored glass, metal cans and plastics must be placed on the curb for pick-up on the designated day or placed in the blue recycling dumpster, next to the Clubhouse. Rules

for recycled materials are specific and change over time. Current specifications may be obtained from the City of Canandaigua, Department of Public Works.

PART X: RULES AND REGULATIONS GOVERNING SIGNS

1. For Sale/Rent signs are permissible in windows in a size not to exceed one (1) by two (2) feet. Sandwich board Realtor signs are permitted only during times of open house hours. No other Realtor signs are permitted on common property.
2. Commercial advertisement is not permitted, except for sandwich board signs only during a contractor's work hours. The contractor's sandwich board sign must be removed overnight.
3. Residents may display nameplates on their doors not to exceed eight (8) by four (4) inches. Magnetic signs are recommended. A variance request submitted to, and approved by, the Board of Managers is required.

PART XI: RULES AND REGULATIONS GOVERNING GAS APPLIANCES

1. In addition to meeting product manufacturer's specifications, all contractors and installers of heating and hot water units, and those servicing units at Holiday Harbour, must certify, within thirty (30) days of installation, that they have met the code requirements according to AGA NFPa Pamphlet 54, the New York State Building Code, Article 10, and natural gas utility company requirements, using the Holiday Harbour Condominium Certification Form.
2. The following BTU/Hour guidelines for installation of furnace units at Holiday Harbour Condominium have been established by the Board's HVAC engineering consultant:

Unit Size	Square Feet	Minimum Furnace BTU/Hour Output
AA	706	35,000
BB	752	35,000
C	893	40,000
D	954	40,000
E	1,062	45,000
F	1,102	45,000
G	1,142	45,000

3. Vendors shall install energy efficient furnace systems with a BTU output as listed above. Furnaces shall have a minimum efficiency of 80%. Dual stage heat, with variable speed fans, is recommended.

4. As of December 2008, gas or electric tankless hot water heaters are allowed as replacement for hot water heaters, as the 20 gallon short water heater style is no longer available.
5. All other gas appliances, other than furnaces and water heaters, are strictly prohibited. These include, but are not limited to, kitchen stoves and vented or vent-free gas logs in fireplaces or stoves.
6. All Units are required to have in the living space, a working smoke alarm and carbon monoxide (CO) alarm, whether individual or in combination.
7. All Units are required to have a furnace inspection every two years by a certified heating contractor. Proof of inspection shall be submitted to the Management Company; where proof of inspection is not provided, the Board of Managers may take action against the home owner in the way of levying fines or shall order such service to be accomplished at the expense of the home owner.
8. All Units are required to have a clothes dryer vent inspection every two years, due at the same time the furnace inspection is due, by a qualified contractor or by the homeowner if they would prefer to do the cleaning and inspection themselves. Proof of inspection shall be submitted to the Management Company; where proof of inspection is not provided, the Board of Managers may take action against the home owner in the way of levying fines or shall order such service to be accomplished at the expense of the home owner. (added 5/2014). If the homeowner does the inspection, documentation including photographs and a signed statement of compliance is required

PART XII: RULES AND REGULATIONS GOVERNING HOME BUSINESSES

1. Home occupations are allowed which may be customarily carried on by a Resident of a dwelling unit. Home occupations shall be clearly incidental and secondary to the use of the unit for residential purposes, and shall conform to the regulations and requirements of Section 10:30.010.1-2 of the City of Canandaigua Municipal code.
2. Receipt of mail, ~~and~~ the making and receiving of telephone calls and other routine office work done exclusively by the unit Resident are not prohibited and constitute a home occupation. If, however, the business involves storage of materials, goods, equipment or supplies other than ordinary office supplies, or generates any traffic or deliveries other than mail, it is not a home occupation. This is in compliance with City of Canandaigua, Municipal Code, Section 850.78.
3. Home occupations, or any businesses, public or private, that involve use of the Common Elements, generate any traffic or deliveries other than mail, or require storage of material, goods, equipment or supplies other than ordinary office supplies, are prohibited.
4. Under no circumstances shall a Home Owner permit or suffer anything to be done or left in his Home which will increase the insurance rates of Holiday Harbour Condominium.

5. Because of the proximity of units to the canal, day care businesses for children are not permitted.

PART XIII: RULES AND REGULATIONS GOVERNING DISH ANTENNAS

Antenna Size and Type

1. Direct Broadcast Satellite antennas (DBS) and Multipoint Distribution Service antennas (MDS) that are one meter or less in diameter or diagonal measurement may be installed. DBS and MDS antennas that are more than one meter in diameter or diagonal measurement are prohibited.
2. No more than one antenna for each type of service may be installed.

Location

3. Antennas may be installed on the roof above a Home Owner's Unit or on a Restricted Common Element, (i.e. patio or balcony). If installed on the roof, the unit must be installed on roof that faces the parking lot, not the channel.
4. Antennas installed in accordance with this Rule shall not encroach upon any common elements, other than the specific location on a roof where the Board of Managers has approved the installation of any antenna, any other Owner's Individual Unit or Restricted Common Element, or the air space of another Owner's Restricted Common Element. Installation of antennas on the Restricted Common Element does not convert the Restricted Common Element to individual property.

Variance Request for Roof Installation

5. Any Owner desiring to install an antenna on the common element (roof) must submit a variance request describing the type and size of antenna to be installed, and the location in which the antenna is to be installed. The Board of Managers shall determine, on a case by case basis, the acceptability of size and type of antenna. The variance request shall be submitted to the Board of Managers, c/o the Superintendent's office. Installation may proceed only after Board approval.

Notification and Variance Request for Patio or Balcony Installation

6. Any owner desiring to install an antenna on Restricted Common Element (patio or balcony) must notify the Board of Managers in writing describing the type and size of antenna to be installed, the location in which the antenna is to be installed, whether any mast will be installed and if so, the height of the mast. This notification shall be submitted to the Board of Managers, c/o the Superintendent's office. If the installation is to take place inside the owner's unit or on the owner's Restricted Common Element, if the antenna meets the type and size restrictions of this rule and if the mast will be 12 ft. or less above the roofline, the installation may take place immediately.

7. Where the common element is opened to allow the cable to enter the unit, a variance request must be approved by the Board of Managers prior to installation.

Installation on Roof

8. Owners shall supply the following information to the Board when applying for a variance to have an antenna installed on the roof:
 - a. Name of contractor (with proper insurance coverage listed below).
 - b. An insurance certificate showing that the contractor has general liability coverage with a minimum limit of \$1,000,000 and showing that Holiday Harbour Condominium is listed as a named insured.
 - c. A certificate showing that the contractor has met all statutory requirements and is carrying all statutory limits of workers' compensation.
 - d. Starting and completion dates.
 - e. Size and type of antenna
9. For roof installation, cables must be installed through the roof or through a roof vent.
10. Only insured contractors are permitted to install antennas to any common element. No owner may install any antenna to any roof or to any other common element.

Installation on Patio or Balcony

11. Owners shall supply the following information to the Board when applying for a variance to install the cable through the common element:
 - a. Name of contractor (with proper insurance coverage listed below).
 - b. An insurance certificate showing that the contractor has general liability coverage with a minimum limit of \$1,000,000 and showing that Holiday Harbour Condominium is listed as a named insured.
 - c. A certificate showing that the contractor has met all statutory requirements and is carrying all statutory limits of workers' compensation.
 - d. Starting and completion dates.
 - e. Verification that the unit will be installed on the roof facing the parking lot.
12. For patio and balcony installation, the cable shall be installed in a manner that minimizes visibility and destruction of the common element.

Inspection

13. After installation is complete, a final inspection will be done by the on-site Superintendent. If the Superintendent finds that installation does not meet the minimum roof bracket standards, (see Superintendent for installation diagram), the Owner is

responsible either for having the contractor complete the installation so that the minimum roof bracket standards are fully met or for having the contractor remove the antenna and restore the roof to its original condition.

14. All installations shall be completed so they do not materially damage the common elements, restricted common Elements or individual units, or void any warranties of the Condominium or other Owners, or in any way to impair the integrity of the building.

Safety

15. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from a wind velocity, and shall comply with all applicable city, state and federal laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall obtain any applicable and necessary governmental permit, if required, for safety or other reasons.
16. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.
17. Antennas shall be permanently grounded.

Maintenance

18. Owners who have antennas installed are responsible for all associated costs, including, but not limited to, costs to:
 - a. Place, replace, repair, maintain, move or remove antennas. The cost of maintenance includes, but is not limited to, the cost of any maintenance found to be needed by an annual inspection of roof-mounted satellites.
 - b. Repair damage to any property caused by antenna installation, maintenance use or removal;
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance or use or removal;
 - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance use or removal;
 - e. Restore antenna installation sites to their original condition.
19. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard immediately upon discovering such safety hazard upon being informed of the same.
20. If antennas become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the Owner.

21. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

Antenna Removal

22. Antenna removal requires restoration of the installation to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

Condominium Maintenance of Locations upon Which Antennas are Installed

23. If antennas are installed on property that is maintained by the Condominium, the Owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Condominium or other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
24. If maintenance requires the temporary removal of antennas, the Condominium shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Condominium may do so at the Owner's expense. The Condominium is not liable for any damage to antennas caused by the Condominium's removal.

Installation by Tenants

25. These Rules shall apply in all respects to tenants. If a tenant desires to install an antenna, the unit Owner shall submit the notice or variance request.

PART XIV: RULES AND REGULATIONS GOVERNING LEASING OF HOMES

1. The Holiday Harbour Board of Managers requires all Holiday Harbour Home Owners Leasing their unit(s) to complete a Lessee Information Form/Packet and submit it to the Condominium(s) Management Company along with a copy of the Lease Agreement and processing fee, no later than twenty (20) days after the commencement of the initial Lease "Term(s)". Lessee Information packets can be obtained from the on-site Superintendent's Office or from the Management Company.
2. The processing fee is \$100 for the initial lease and \$100 a year thereafter if the lease extends more than a year. The fee is due on January 1.
3. A lease and fee is not required for family members occupying a unit. However, residents allowing family members to occupy their unit must submit the name, contact information, and vehicle information (make, model, license plate number) of the person using the unit. This is to ensure that staff can contact the occupant for water shutoffs, sewer backups, emergency repairs, snow removal issues, and to insure that vehicles aren't unintentionally towed.

4. No portion of any unit (other than the entire unit) shall be leased for any period.
5. No lease shall be for a term of less than six months.
6. Tenants are not allowed to have pets.
7. Tenants are not allowed to have a dock space
8. Owners must provide their tenants with a current copy of the Holiday Harbour Rules and Regulations before tenants occupy the units.
9. Leases may not be assigned, and no Homes may be subleased.
10. All leases shall contain provisions:
 - a. Requiring the lessee to comply with Holiday Harbour Condominium's Declaration, By-Laws and Rules and Regulations;
 - b. Providing that failure to comply constitutes a default under the lease; and
 - c. Providing that the Holiday Harbour Board of Managers or Management Company shall have the power to terminate the lease or to bring summary proceedings to evict the tenant on behalf of the Home Owner after 15 days' prior written notice to the Home Owner, in the event of a default by the tenant in the performance of the lease.
11. The Home Owner shall be responsible for all attorneys' fees and costs incurred by the Holiday Harbour Board of Managers, or by any committee designated thereby, as a result of the Holiday Harbour Board finding a tenant in violation of the Condominium Declaration, By-Laws and/or the Rules and Regulations, irrespective of whether suit is instituted, and the Holiday Harbour Board of Managers may levy a Special Assessment therefore for which the Home Owner shall be ultimately responsible for paying, even if such levy is originally applied to the tenant.
12. Any purported lease of a Home in violation of this Section shall be voidable at the election of the Holiday Harbour Board of Managers, and if the Holiday Harbour Board of Managers shall so elect, the Home Owner shall be deemed to have authorized and empowered the Holiday Harbour Board of Managers to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of said Home Owner as the proposed landlord. Said Home Owner shall reimburse the Holiday Harbour Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings, and the Holiday Harbour Board of Managers may levy a Special Assessment therefore.
13. Prior to any change in occupancy of any Home, in such form as the Holiday Harbour Board of Managers shall prescribe, each Home Owner, whose Home is occupied or is to be occupied by other than the record Home Owner and his or her immediate family, along with the tenants, shall make to and file with the Holiday Harbour Board of

Managers, or its authorized agent for this purpose, a statement setting forth, at a minimum:

- a. The name, telephone, and correct address of the Home Owner.
 - b. The names of all occupants or proposed occupants of the Home and their relationship, if any, to each other, as well as their Home telephone number, and vehicle information (make, model, license plate number) vehicles.
 - c. A true and correct copy of the full executed lease agreement as an attachment to said statement.
 - d. Owner certification that the lease or rental agreement is subject to the terms of the Condominium Declaration, By-Laws and Rules and Regulations.
14. No Home Owner shall lease more than one (1) unit at a time and shall own said unit for a minimum of two (2) years prior to leasing. If Home Ownership is passed to immediate family member, this is not considered new ownership for purposes of leasing the property.
14. If anyone other than immediate family members reside in a unit, they are considered to be tenants, even if no formal lease agreement exists.

PART XV: RULES AND REGULATIONS GOVERNING AIR CONDITIONER INSTALLATIONS

1. Air conditioning condensers may be installed or replaced on the owner's restricted common element (patio or balcony), on the road side of the unit, or within the existing opening of one bedroom units. Home Owners of end units may place compressors on the end unit side in a spot so designated in a variance. A variance request must be approved by the Board of Managers prior to installation. All replaced wall units and central air conditioner equipment, including condensers must be removed from the property by the installer.
2. Fences and landscaping installed around air conditioning units shall not block the air flow vents.

Wall or Window-Mounted Air Conditioning Units

3. Wall air conditioner units may be replaced with a unit, not to exceed the existing opening. In units where one wall unit will replace two units, or where the replacement unit does not fill the existing opening, the unused opening or partial opening shall be closed by a licensed contractor within 90 days of the installation of the unit. Failure to do so will result in the Board of Managers directing it to be done with the cost assessed to the owner. Holiday Harbour will provide exterior siding to the contractor to cover the area where the second unit has been removed.

Central Air Conditioning for One Bedroom Ground Floor Units

4. Air conditioning condensers are to be located on the wing wall side of the unit's restricted common area and next to the unit's wall, or on the road side of the unit.

5. The smallest physical sized condenser unit necessary to properly cool the unit shall be installed.
6. At the same time the condenser unit is installed, a fiberglass ceiling shall be installed by the Home Owner whose unit is under the balcony and at that Home Owner's expense. This is to minimize any condenser heat from rising. Failure to do so will result in the Board of Managers directing it to be done with the cost assessed to the Home Owner. Home Owners shall only install such fiberglass ceilings, which meet the specifications on file in the Superintendent's Office. It shall be the Home Owner's responsibility to obtain these specifications and strictly comply with them.
7. Whenever a central air conditioning unit shall be installed on the ground floor unit, that unit's wall air conditioning units must be removed and the openings closed by a competent contractor within 90 days of the installation of the central air unit. Failure to do so will result in the Board of Managers directing it to be done with the cost assessed to the owner. Holiday Harbor will provide exterior siding to the contractor to cover the area where the wall unit has been removed.

Central Air Conditioning for One Bedroom Second Floor Units

8. Air conditioning condensers must be located on the side of the unit's balcony over the ground floor wing wall area furthest from the unit's balcony entrance door and next to the unit's wall, or on the road side of the unit.
9. The smallest physical sized condenser unit necessary to property cool the unit shall be installed.
10. All piping material shall be installed inside a downspout which shall be the same color as other downspouts attached to the unit and shall conform to state or city codes and shall be attached to the building siding in a manner prescribed by the Holiday Harbour Structural Engineer.
11. Special reinforcement of the balcony shall be completed according to the Holiday Harbour Structural Engineer specifications prior to the installation of any condenser unit. Such specifications are on file in the Superintendent's Office. The cost of complying with these specifications shall be the Home Owner's expense. The Holiday Harbour Structural Engineer must be provided with the condenser installation specifications, including the vibration pad and downspout installation detail. The Engineer, at Home Owner expense, must provide written approval of the proposed installation to the Holiday Harbour Superintendent before the condenser unit can be installed.
12. Whenever a central air conditioning unit shall be installed in a second floor unit, that unit's wall air conditioning units must be removed and the enclosures completed by a competent contractor within 90 days of the installation of the central air unit. Failure to do so will result in the Board of Managers directing it to be done with the cost assessed to the owner. Holiday Harbour will provide exterior siding to the contractor to cover the area where the wall unit has been removed.

PART XVI: RULES AND REGULATIONS GOVERNING PURCHASING

1. The Holiday Harbour Board of Managers require all new Holiday Harbour Home Owners complete a Purchaser Information Form/Packet and submit it to the Condominium's Management Company along with a copy of the Holiday Harbour Pet Registration Form (if applicable), no later than twenty (20) days after the unit(s) closing date.

PART XVII: RULES AND REGULATIONS – INSURANCE REQUIREMENTS

1. All contractors working at Holiday Harbour must carry a \$1M occurrence and \$2M aggregate General Liability policy naming Holiday Harbour as additional insured and a Workers' Compensation policy to cover employees as defined by NYS Workers' Compensation Law. For Workers' Compensation insurance purposes, the term employee includes 'day labor, leased employees, borrowed employees, part time employees, unpaid volunteers (including family members) and subcontractors.' Following NYS guidelines, Workers' Compensation coverage is not required for a sole proprietor who does not have employees. However, once a sole proprietor has an employee (even an unpaid volunteer) on the project, Worker's Compensation coverage must be provided. The employee(s) must leave the job site until proof of coverage is submitted.

Incidental handyman services are excluded from the insurance requirements. Examples would be someone other than an owner or family painting, installing a sink, installing an electrical fixture, installing garbage disposal, etc. Insurance coverage for this work is covered under each home owner's required HO-6 insurance policy.

2. All condominium owners are required to have an HO-6(HA-6) condominium insurance policy on their unit(s). This policy protects the condominium owner for his or her unit(s), personal property, loss of use, personal liability and medical losses. Also included in most policies is a Workers Compensation clause for any residence employees who engage in regular employment of less than 40 hours per week.
3. It is recommended that condominium owners also carry an Umbrella Policy to provide additional coverage in case the HO-6 condominium policy liability coverage is exceeded.

PART XVIII: OPEN FLAMES

1. Fire Pits:
Wood, propane, and natural gas fueled fire pits and troughs are not allowed. This is to comply with City of Canandaigua fire and building codes, which prohibit these devices within 15' of exterior walls including overhangs. The use of these devices is also not allowed on Holiday Harbour common property (lawns, etc).

For fire safety and insurance reasons, homeowners with fire pits must remove them.

2. Gas Grills:

The use of gas or electric grills are allowed under the following guidelines:

- Grills with active flames may not be left unattended.
- Grills are not to be used within 5' of a sided surface. Any damage to the siding caused by a grill will be charged back for the repair of the damaged area.
- Grills should be positioned along the concrete divider separating the units. In the case of simplexes, they should be positioned along the railing or patio edge farthest from the building face.

3. Open Flames

The use of tiki torches, flares, and fireworks is not allowed. Open flames such as candles must be in a jar and not left unattended.

PART XIX: RULES AND REGULATIONS – MISCELLANEOUS

During extended leave of Home (added 7/23/08)

1. When leaving your unit for an extended length of time (10 days or more) you will be required to turn off your water in the basement crawl space for your unit to protect from damage from broken and/or frozen water pipes. Failure to do so will negate Holiday Harbour's insurance carrier from covering the loss imposed by said water damage from major water leaks. This rule does not apply to Simplex condominiums that do not have individual shut off valves.
2. Turn Electric hot water heaters off, and if a gas hot water heater, control should be turned back to "Pilot Only" position so as not to evaporate water in the system.
3. Leave a key to your Home with the on-site staff, so entry is available in case of emergency.

Car Wash Electric Outlet (added 6/27/18)

Residents are allowed to use the car wash outlet to clean their cars and miscellaneous household items (screens, buckets, garden tools, etc.). The short term use (less than four hours) of the outlet is also allowed. For sustained need uses, such as repeat battery charging of electric cars, a fee is required. See staff for current charge as this may change year to year. Payment can be made to staff via check.