

# HOLIDAY HARBOUR CONDOMINIUM HOUSE RULES

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Suggestions from Tony

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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 Twenty one 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 "immediate family".
5. Fines may incur if the following rules are not followed. Fines will be decided at the Board's discretion.

## **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 is not a nuisance beyond the limits of your patio. Parties must be concluded 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 homeowner in arrears, or tenant of such homeowner, is prohibited, including dock assignment, clubhouse, pool and tennis court.*

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 [kenrickfirst.com](http://kenrickfirst.com) (property forms & applications) or [neighborhoodlink.com](http://neighborhoodlink.com).

### **PRIMARY WATERCRAFT**

**The approved boat size is 22 ft or less, single story, determined by NYS DMV title and registration. Currently registered and docked boats are grandfathered in. *The docking committee reserves the right to reassign you to a more appropriate vacant spot if your boat does not fit into your current assigned spot.***

### **Resident Owner - Application Requirements**

1. Applications may be submitted electronically at [hhdocking@gmail.com](mailto:hhdocking@gmail.com) or in paper form to Kenrick Corporation, 60 Holiday Harbour, Canandaigua, NY 14424.
2. Applications will be accepted from owner residents only.
3. Only one application will be accepted from each unit for a primary boat.
4. Resident owners must submit an application for dock space *yearly* by December 31 for primary watercraft to be moored at dock.
5. Applications for the dock space "waiting list" must be made *yearly* by December 31.
6. Applicants for primary watercraft are notified of dock assignment by May 1st. If you have not received docking assignment confirmation by May 15, contact the Docking Committee Chair immediately.
7. No applications will be accepted from co-owners of a watercraft, unless the co-owners are both owners of the unit.
8. Any homeowner with docking space must remain current with any bills or fines owed to Holiday Harbour/Kenrick or they will relinquish their assigned dock 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.
9. The boat owner accepts all responsibility if the boat is out of compliance. 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.

10. Incomplete applications will not be processed.
11. The Docking Committee will not approve or consider applications that lack proof of ownership.
12. Primary powered watercraft must attach the following to his or her application:
  - A copy of the watercraft's valid registration in homeowner'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 for newer watercraft. For pre-1987 watercraft, a Bill of Sale or other notarized document proving or attesting to such ownership in homeowner's name.
13. If primary watercraft does not require registration (canoe, skull and row boat), 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.

### **Grandfathered Resident Tenants (Renters) - Application Requirements**

Requirements are the same as the above (for Resident Owners) but in addition to the above, the Grandfathered Resident Tenants must also follow requirements below:

14. 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 November 1). Tenant and homeowner must sign the application.
15. 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.
16. Resident tenants are not eligible for secondary accessory motorized watercraft applications.
17. Homeowners and their "grandfathered tenants" with docking space, must remain current with any bills or fines owed to Holiday Harbour/Kenrick or they will relinquish their tenants assigned dock spot permanently.
18. 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.

## **Resident Tenants (Renters)**

*No resident “tenant” applications are accepted for any new docking space regardless of length of tenancy. Only resident tenants who already hold an assigned docking space are “grandfathered” in their current dock space. The assigned space is non-transferable.*

### **SECONDARY ACCESSORY WATERCRAFT**

1. All tenants and homeowners may have secondary non-motorized watercraft including: kayaks, canoes, and paddle boards. They 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 December 31. 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 be permitted only in the designated area for jet skis. Only one secondary accessory motorized watercraft will be allowed per unit.
4. Jet ski ramps are required and purchased by the owners of the jet ski 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.
5. The rate of \$500 per jet ski per docking season is due with application. A secondary paddle boat may be assigned to the jet ski area, space permitting. The fee is \$50 per foot for the season.
6. 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. Removal of secondary watercraft will be done by residential seniority.
7. 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 Harbour channel/HHbr Finger Docks (Units 128-142), rafting/mooring is not permitted at any time.
8. 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.

9. Secondary watercraft must attach the following to his or her application:
  - 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.

## **DOCKING ASSIGNMENTS**

1. The Docking Committee membership is composed of homeowners, appointed by resolution of the Board of Managers.
2. Dock space is assigned by the Docking Committee Chair/Committee.
3. Disputes about docking assignments or rules shall be referred to the Docking Committee. When the Docking Committee is unable to bring about a satisfactory resolution, the Docking Committee shall be notified in writing if the docking assignments are changed by mutual written agreement.
4. The docking space assigned to a resident may be used to dock only the watercraft described in the homeowner's application.
5. *Boats that have already had an assigned dock space are grandfathered in.* No specific space is guaranteed for anyone.
6. Rotating of homeowners' boats and accessory watercraft on a homeowner's assigned dock space is not permitted.
7. 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.
8. 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. The Docking Committee reserves the right to reassign you to a more appropriate vacant spot if your boat does not properly fit into your current assigned spot.
9. Primary watercraft is assigned as close to the applicant's unit number as possible. Only one primary assignment shall be given to a unit.
10. 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.



11. 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.
12. A dock space is relinquished once a homeowner sells their condominium. The homeowner must remove their watercraft from the assigned docking space prior to the date of closing.
13. If home ownership is passed to an 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 homeowner’s transfer and/or death.
14. 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 one.
15. Overnight rafting /mooring of watercraft is not permitted anywhere. Due to restrictions of maneuvering watercraft and safety, no rafting or mooring is allowed anytime in the “Hammer Head Area” (Units 10-20 & Units 400-423).
16. Boat lifts are prohibited. Double decker boats and/or boats with slides are not permitted.
17. Sailboat masts are only allowed in the vertical position when docked.
18. Watercraft on loan, guest boats, and any moored boats must comply with all current rules.
19. 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 or their vessel, guest(s), and personal property while using dock space and surrounding waterways.

## **KAYAKS/CANOES/PADDLE BOARDS**

### **Storage**

1. May 1 to November 1: Storage of kayaks and canoes is not permitted on restricted common property, i.e., patio. Storage of paddle boards is not allowed on restricted common property.
2. It is recommended that residents store their water mattresses and water tubes on their boat rather than the patio. If items are stored on the patio, they can not block any exit door, can not exceed the height of the privacy wall, and must fit entirely on the patio. Overhangs into the common area sidewalk are not allowed.
3. You may store your non-motorized watercraft on the patio during the non-boating season (Nov 1- May 1st). The items can not block any door, can not exceed the height of the privacy wall, and must fit entirely on the patio. Overhangs into the common area sidewalk are not allowed.

4. Racks are provided for the storage of kayaks, canoes, and paddle boards during boating season only; lock use is suggested. Items stored on the racks must have an identification sticker with the unit number and owner's name. The sticker will help identify the owner in the event of lost or stolen equipment. It will also ensure that the storage racks are used only by HH residents. Stickers can be obtained from the HH Docking Chair and/or volunteer coordinator. The Dock Committee and volunteer coordinator will keep track of resident storage of non motorized watercraft on the racks in case they need to be contacted.
5. Equipment without stickers will be removed at the end of each boating season, November 1, and stored on-site. Equipment not claimed by September 1 of the following summer will be disposed of.

### **Launching Provision**

6. Launch docks are available at each kayak/paddle board storage area that you can use at your own risk.

### **GUEST WATERCRAFT DOCKING DAY TIME ONLY**

1. Guest watercraft docking during the daylight hours can be accommodated via rafting mooring to resident's watercraft in designated areas.
2. Guest watercraft is not allowed to raft/moor at Holiday Harbour docks unless the guest is in the company of a resident.
3. Designated Area: Daytime mooring is allowed at most residents' docks, but not permitted in the Towne Harbour channel/HHbr Finger Docks (Units 128-142) or Holiday Harbour's Hammer Head (Units 400-423 & Units 10-20).
4. Guests must abide by the Holiday Harbour rules for watercraft size and docking. Damage incurred by guest watercraft shall be the responsibility of the resident they are visiting.
5. 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.

### **GENERAL REQUIREMENTS**

#### **Hull/Dock Protection**

1. 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.
2. Homeowners 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.

## **Erosion and Noise Control**

3. 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.
4. 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.
5. Sailboat halyards must be secured against noise.

## **Storage**

6. 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.
7. Trailers with or without watercraft, and owned by Holiday Harbour residents, may be parked on Condominium property in the wash bay parking lot. Trailers have only 14 cumulative days for the entire year. Violators will be reported to City Police and the homeowner will be fined a minimum \$25 per day.
8. 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.
9. Watercraft stored for winter on restricted common property shall be removed no later than May 1.

## **Miscellaneous**

10. Swimming is prohibited in the canals.
11. Unattended fishing is prohibited after April 1st.

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

### **HOMES**

1. Any modifications of the common elements and restricted common elements are subject to approval by the Board of Managers. Any structural modifications of homes are subject to approval prior to the start of the project. 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 homeowners from imposing visual or structural intrusion upon their neighbors.
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 interior 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. The requests will be reviewed for conformity with HH Variance Specifications. (homeowners should review the specs before submitting application) 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 and basement crawl spaces 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, which the homeowner would be responsible to repair. The storage of materials is a fire hazard and could complicate firefighting in the event of a fire.
6. All plumbing and mechanical equipment, etc., must be removed by the homeowner upon completion of replacement. All excess materials must be removed from crawl spaces and attics upon the sale and closing of the unit. i.e., old furnace, old water heaters, boxes, including removal of antennas/dishes. Certificate of Compliance must be obtained from management company.

### **BUILDING EXTERIORS**

1. 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.
2. Flower boxes may be installed under kitchen windows. A variance request must be approved by the Board of Managers prior to installation. It is the responsibility of the homeowner to maintain the flower boxes in good condition.

3. 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.
4. Fences and gates are prohibited on the common elements and restricted common elements.
5. 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 grid /panes. No casement/crank windows are allowed. This applies to new and replacement installations. A variance request must be approved by the Board of Managers prior to installation.

### **PATIOS AND BALCONIES**

1. Exterior doorbell cameras are allowed to be installed on front and/or back door frames only.
2. Affixed outdoor carpeting is not permitted on patios and balcony patios. Carpet may NOT be glued/cemented down to the surface including front stoops. For this reason, removable area rugs are allowed. Other options and materials require a variance.
3. 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. Water side upstairs balcony must be a compliant Sunsetter awning. Water side downstairs must be a compliant Sunsetter screen. 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 and a GFI or hardwire must be installed with any awnings.
4. 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.
5. 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.
6. An American or decorative flag, twenty (20) by thirty (30) inches maximum, may be flown in the following manner: upper 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. Flags may not be installed on patio walls. No Political Flags allowed.
7. 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.

8. Corrugated fiberglass sheets colored in brown or white, may be installed underneath balconies to protect the patio below from rain and debris. Metal/mesh screening is allowed on the sides to prevent wildlife habitation. White gutters and white downspouts are required to be installed. Exact specifications for installation may be obtained from the Superintendent. A variance request must be approved by the Board of Managers prior to installation, maintenance and repairs. Note: homeowner will be responsible for any necessary wildlife removal and if repairs are needed.
9. All upper simplex decks are required to have drip trays for all planters to catch excess dirt and water, otherwise damage to property directly below could occur. Residents are cautioned as to excessive weight on these decks from furniture or planters.
10. 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.
11. Clotheslines may not be installed nor any garments or other articles be hung over or on the common elements or restricted common elements such as patio walls.
12. Seasonal furniture, utensils (i.e grills), sporting equipment and small storage boxes for smaller items may be placed on patios. Personal property may not be stored in simplex hallways, closets, attics or basement crawl space.
13. Grills must be placed on the outer edge of patios to prevent heat damage to the siding.
14. Excessive exterior lighting is prohibited on patios. Any supplementary exterior lighting should be turned off by 11:00 pm.
15. 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.
16. 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 any door. All items shall be secured to withstand winter winds to prevent damage or loss in the canal. All winterized patio items need to be uncovered by June 15 of each year.

17. Stored items placed against the privacy wall may not exceed the height of the privacy wall. No items may block any doors, overhang the patio, be placed in end unit flower beds, in end unit entrances to basements, or onto an 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 any doors or patio sliding doors. Replacement of any new storage units must follow the current guidelines. No storage units are allowed in end unit flower beds. Only hoses and flower pots are permitted in end unit flower beds.
18. The front and rear entry swing doors may not be blocked at any time, per the City of Canandaigua Code Enforcement Officer.
19. ALL outdoor receptacles require a GFI with cover.

## **LANDSCAPING**

1. 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 Committee and at the discretion of the Board of Managers. Owners may request alteration or removal of landscaping at their unit through a variance process through the Landscape Committee.
2. Removal and replacement of dead, dated, overgrown, or unsightly foundation bushes first requires a variance approval supplied by Kenrick and completed 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 or to the Landscape Committee Chairman for review and final approval.
3. 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 and Mint are discouraged and must not be allowed to climb building walls; it becomes invasive and must be maintained by the owner.
4. The covering of shrubbery beds with mulch is added at the Board's discretion and the responsibility of the Management. Residents who wish to add additional mulch must use the same type, color, and size used by Management.
5. It is illegal to grow Cannabis outside and on common property including patios. Cannabis plants must be contained to planters located inside the condo.
6. Residents are allowed to buy or gift trees and shrubbery for the property with the guidance and approved variance of the Landscape Committee. If the gifted tree or shrub does not survive for any reason, the owner is not required to replace the item after the first year.

7. Residents may plant in outdoor containers; location of these is restricted to patios, front beds and stoop, and on the lamp post side of 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.
8. 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.
9. Each resident is responsible for providing his own gardening tools and/or equipment for installation and maintenance of flower beds and variance-approved shrubs. Shovels, rakes and wheel barrows are available for use from the maintenance area. No power tools or ladders are to be borrowed from Holiday Harbour.
10. A pipe sleeve may be driven into the ground within the shrubbery beds for display of American flags. Garden flags are limited to one per unit. No political flags allowed.
11. Bird feeders are prohibited. This is a Public Health nuisance. Refer to NYS Public Health Law Section 225.

## **PART V: RULES AND REGULATIONS GOVERNING MOTOR VEHICLES**

1. The speed limit within Holiday Harbour is twenty (20) miles per hour (parking lot speed should be less). 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, expired inspections, expired registrations, 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, and motorized scooters and bikes, not licensed for highway use (except maintenance carts), may be charged only on exterior ground floor patios. Residents assume the responsibility for any damage/fire that occurs due to these vehicles.
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. One designated parking space has been assigned for each of the units as indicated by the numbers on the asphalt. There is no parking in the designated 11-15 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 or maintenance 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. No oil changes or acid washing of boats or vehicles are allowed on Holiday Harbour property.
5. The roadways, driveways, or lawns shall not be used for parking at any time. Unassigned parking areas of the Condominium shall not be used for storage or long-term parking in excess of 14 days per year for any automobile, boat, trailer, camper, bus, truck, motorcycle or commercial vehicle.
6. Long Term Parking: An exception is made for vacation (automobile only) parking beyond two weeks or for seasonal (automobile only) parking which is allowed in the 400 block. You must notify and supply the Superintendent: name of owner, license plate number, make of auto, a record of designations including departure and return dates, and the address and telephone number of the local party having a set of keys (or give them to the Superintendent.) Due to emergencies that arise, this is required.
7. Tennis Court Parking Area: For overnight or longer parking, homeowners must tag their own vehicle or trailer with unit number, name, phone number, and date. Tennis court parking is allowed for a total of 14 days per year. A box with tags is located on the pump station building.
8. Vehicle owners shall be responsible for damage to the property caused by any of their motor vehicles or trailers.
9. Any vehicle, trailer, or camper, if owned, leased, or regularly operated by a resident or guests, which does not reasonably fit by width, length or height in 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 and reasonable ingress/egress from such vehicles. The Superintendent, at his discretion, is authorized to designate and assign a space in the 400 block for such over-sized vehicles or campers with a yearly limit of 14 days. No person is allowed to reside or occupy any vehicle or camper on Holiday Harbour property. The exception to this rule is any delivery vehicles, commercial vehicles, or moving vans temporarily providing services.
10. Holiday Harbour reserves the right to remove/tow any vehicle out of compliance without advanced notice at the homeowner's/tenant's expense.
11. Vehicles are allowed a "for sale" sign in the interior window. The resident's auto must be parked only in the unit's designated parking space. No parking in guest parking spots or on the lawn.

## **PART VI: RULES AND REGULATIONS GOVERNING THE CLUBHOUSE**

*The following Rules and Regulations for the clubhouse were developed in accordance with a philosophy for use developed by a Clubhouse Committee and approved by the Board of Managers. The philosophy begins with a belief that the clubhouse is for the use of all residents, whether homeowner or tenant, and rules should afford opportunities for all to use it. Secondly, the Committee found that homeowners 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 clubhouse 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 clubhouse is a common element, the exercise of good judgment and observance of the Rules and Regulations is the responsibility of all who use it.*

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

*Use of the clubhouse is limited to residents, resident children 16 and older, and their guests. Residents and resident children may not pass on this right to non-residents nor can homeowners retain this right when their unit is rented or occupied by others.*

1. The clubhouse is available for use by any resident or resident child, (age 16 or older), on a shared, drop-in basis. Use of the clubhouse 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 5 below.
2. No resident children under the age of sixteen (16) will be permitted to use the clubhouse, except under the supervision of a parent or guardian. If resident children under the age of sixteen (16) are found in the clubhouse unsupervised, the Management Company will notify the parents or guardians in writing and a possible fine will be imposed.
3. Residents and resident children may not remove furnishings from the clubhouse for private use.
4. Overnight loan of clubhouse portable banquet tables is not allowed. See Superintendent for permission to borrow our loaner tables at your own risk.
5. The clubhouse 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 clubhouse for the designated period of time. The deposit will be refunded in full as long as the clubhouse is left clean and undamaged in accordance with the instructions provided at the time of the reservation and posted in the kitchen. Clubhouse fees and cleaning deposit amounts shall be determined, annually, by the Board of Managers.

6. 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 homeowners' meeting in the clubhouse. Town Harbour must provide an annual deposit check of \$200 and will be charged \$100 per use. If set-up or tear down of tables and chairs is required by Holiday Harbour staff, an additional \$50 will be charged.
7. Maximum occupancy for any clubhouse event is seventy-five (75) persons.
8. Reservations will be taken for any day except holidays. The clubhouse 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.
9. 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.
10. The Superintendent and/or Clubhouse Committee may, at their discretion, inspect the clubhouse 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. Residents that have rented the clubhouse are encouraged to request an inspection at the conclusion of the event. If this is not obtainable, photos of before and after will be acceptable if an area is of concern.
11. Loud, boisterous or obscene conduct or language will not be tolerated.
12. Guest cars must be parked in the designated area adjacent to the clubhouse and not interfere with resident parking.
13. Pets are not allowed in the clubhouse.
14. Do not set anything on the pool table.
15. The host must agree to be responsible for the following:
  - Provide supervision by attending event.
  - Close all windows and screens.
  - Turn gas fireplace off; close screen.
  - Return tables and chairs to original position.
  - Fold ping pong table and return to original position.
  - Wipe counter tops and surfaces.
  - Turn stove off and clean spills.
  - Empty refrigerator and wipe clean.
  - Clean kitchen floor; mop if necessary.
  - Vacuum carpeting and clean spills or stains.
  - Dispose of trash in dumpster.
  - Wipe surfaces in bathrooms.
  - Turn off all inside lights.
  - Turn off A/C (if used) and exhaust fans.
  - Lock door upon leaving.

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

*Use of the common facilities by any homeowner in arrears, or tenant of such homeowner, is prohibited, which includes clubhouse, pool and tennis court. Dock assignment will also be revoked.*

### **SWIMMING POOL**

1. The swimming pool is available for use by Residents. Homeowners' adult children are also welcome unaccompanied by the homeowners. Guests are not allowed without residents present at the pool. Nonresident minors under 21 must be accompanied by an adult family member. Guests (both children and adults) are welcome but must always be accompanied by the homeowner the entire time they are at the pool. Adult children of residents may not entertain guests at the pool unless the homeowner is with them the entire time. If this rule is broken, the key fob will be revoked immediately. Residents may not pass the right to use the pool on to extended family members or non-residents. Homeowners lose all pool privileges while their unit is rented or occupied by others. 1a. Tenants: The above rule does not apply to tenants. Tenants must be present with all family and guests while at the pool. If this rule is broken, the key fob will be revoked immediately
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 the 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. Any age must be able to swim the whole length of the pool without any assistance to be in the deep end of the pool. Youth 18 years of age and under are not permitted in the deep end of the pool if wearing floatation devices. Even if a parent accompanies them!
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 key fob has been issued to each unit). All residents shall sign the attendance register. All swimmers 17 years of age 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.
10. Food and non-alcoholic beverages may be consumed on the upper deck only. Smoking, vaping, alcoholic beverages, food and beverages in breakable containers, and gum chewing are prohibited within the fenced-in pool area. No beverages in any kind of container may be in the actual pool.
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 hazard, 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. Non-instructional 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. 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 clubhouse reservation. There is a 25-guest limit for a pool party and a time limit of 4 hours maximum. For pool use of less than 10 people, exceptions to the lifeguard may be made at the discretion of the Pool Committee, with these provisions: a) Swimmers under 18 years old must have a one-on-one ratio of adults to use the pool, b) Swimmers with flotation devices cannot be in the deep end of the pool unless they have first passed a swim test consisting of swimming the whole length of the pool without assistance, c) No one can be on the rope at any time. If your party is found to be not following any of the rules, your clubhouse deposit will not be reimbursed and you may lose pool privileges and loss of key fob access.
20. Security cameras are installed. If violators are found after review of recordings, pool access for the remainder of the year may be revoked.

21. Remember to bring your key fob. No entry into the pool area is allowed 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 the upper deck and swim deck back to its original state before leaving.
23. When leaving the pool, be sure to secure gate.

## **TENNIS COURT**

1. The tennis court is available for use by residents of Holiday Harbour 16 years or age and older. The lock box code is 5636
2. The tennis court is limited to residents and their guests. Residents may not pass on this privilege to non-residents nor may homeowners retain this privilege when their unit is rented or occupied by others.
3. The time frame for open play, reserved play, or lessons is limited to one and one-half (1 ½) hours per session.
4. Residents 16 years of age and older may reserve the court up to four (4) days in advance, once in any twenty-four (24)-hour period. The sign-up sheet for reserving the court is on the tennis court fence.
5. 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.
6. Residents must be present during open or reserved play by their guests. Residents accept all liabilities of their guests.
7. The court is to be used for tennis and pickleball only! Pets are not allowed in the court area. At no time are there to be bikes, skateboards, scooters, or roller-skates/blades in the tennis court area.
8. Any use or practice of the tennis court which may be a source of annoyance to other residents is not permitted.

## **MISCELLANEOUS**

1. 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.
2. Skateboarding is prohibited anywhere on Holiday Harbour property.
3. Bicycles must be stored in driveway racks or on patios during the summer season. Winter storage is available at the pool area by contacting the Superintendent. All bikes must be labeled with name, phone number, and unit number. Bikes must be removed from the pool area by June 1st to avoid disposal.

4. Personal property may not be stored in simplex hallways, simplex hallway closets, simplex crawl spaces, or simplex attics (i.e. bicycles, grills, fishing equipment).

## **PART VIII: RULES AND REGULATIONS GOVERNING PETS**

1. Dogs may be housed by homeowners at Holiday Harbour, provided they are 55 lbs. or less. Dogs larger than 55 lbs. may not be housed at Holiday Harbour for any duration of time, including “visiting dogs”. Tenants are not allowed any house pets for any period of time. Tenants shall not permit any 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 that bark excessively and urinate or defecate in areas other than those designated.
3. All dogs housed by homeowners for more than three (3) days, (not necessarily consecutive), within the confines of the condominium shall have:
  - Holiday Harbour Pet Registration Form is required for all pets and must be submitted to the Management Company annually. This form can be found on Kenrick’s website, <https://kenrickfirst.com>, and [neighborhoodlink.com](https://neighborhoodlink.com). The following is to be included annually with the registration form:
    - A current state or United States Department of Agriculture rabies certification, proof of vaccinations, a valid dog license, and proof of weight from a veterinarian.
4. There shall be no more than one (1) dog, or one (1) cat, (or 1 dog and 1 cat) owned and permitted in each home. Cat litter shall be disposed of by bagging and placing in the dumpster. No loose cat litter in the dumpsters or you will be fined.
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 Pinscher, (3) Rottweiler, (4) Chow Chow or (5) Presa Canario (6) Wolf Dog (7) Akita (8) German Shepherd (9) Siberian Husky.
6. Pets shall be leashed (not tethered) when on the common elements. As it relates to dogs, this complies with the 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 behind the clubhouse. The pet owners must pick up and dispose of their animal’s excrements at all times.
8. Dogs shall be walked on the outside perimeter of the Condominium property only. Please limit dog’s access to the front yards and gardens of the units while walking to and from the designated dog areas.

9. Pet walkers, whether homeowners, 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. Pets can walk at a 90 degree angle of dock to access boat.
11. No animal may be housed, caged or fenced on the common elements or restricted common elements.
12. 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.
13. Homeowners may have visiting dogs that follow all the above rules. Visiting dogs are allowed a stay of 7 days total.
14. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).
15. Enforcement: Any resident or managing agent personnel observing an infraction of any of these rules may discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance or contact Superintendent. If the complaint is not resolved, then the complaint must be in writing, signed, and presented to the Board of Managers or Kenrick Corporation. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.
16. The Board of Managers may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the housing community and its residents. If so determined, the pet caregiver will have 3 days to remove the pet from the premises. The Board of Managers also has the authority to assess and collect fines for violations of the house rules pertaining to pets and assess and collect amounts necessary to repair or replace damaged areas or objects.
17. Feeding of waterfowl or wild animals 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). Bird feeders are not allowed on any Holiday Harbour grounds or trees. This is a Department of Health (DOH) Public Nuisance issue as bird feeders directly attract the following animal species, some of which can cause extensive property damage: rodents, squirrels, mice, chipmunks, raccoons, mink, rats, coyotes, opossums, skunks, deer, bear, including geese, ducks.



## **PART IX: RULES AND REGULATIONS GOVERNING TRASH/RECYCLING**

**NOTE: TRASH AREA IS UNDER CAMERA SURVEILLANCE, VIOLATORS WILL BE FINED.**

1. Trash 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. Tuesday is collection day. Recyclables are collected every other week. Specific dumpsters and totes are segregated from the trash dumpsters. All cardboard boxes must be broken down before putting in the dumpster/totes.
2. If needed, trash must be contained in a plastic bag and placed at the curb by 8:00 A.M. on collection day, TUESDAY. Residents may also place trash in the dumpsters next to the clubhouse any day of the week. Trash that is held or stored outside units until pick-up day must be contained in a plastic or metal garbage can with a secure lid.
3. **The dumpsters next to the clubhouse, are for bagged household refuse only! These are not commercial dumpsters** that handle large, bulky items, such as carpeting, grills, electronics, mattresses, appliances, construction debris and other similar items. It is the responsibility of the resident to dispose of these items by taking them to the landfill or making other arrangements for disposal. The city has many free days for the above items. Check <http://www.townofcanandaigua.org/> for more information.
4. Please do not place returnable bottles in the regular dumpsters! In NYS, many of our beverages require a .05 cent purchase deposit. This includes carbonated soft drinks, beer and other malt beverages, mineral water, soda water, water, and wine cooler containers. You can donate your returnable cans and bottles in the blue tote labeled Social Committee, if you do not want to return them yourself. Donations go to the Social Committee to help fund events.
5. 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 in front of a unit where a contractor is working and only during the contractor's work hours. The contractor's sandwich board sign must be removed overnight.
3. Political signs are prohibited.
4. 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/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. **Due to the gas situation at Holiday Harbour, the preferred furnaces are ones that do not need special venting. Furnaces that use the current chimney venting (80 to 85% efficiency) are preferred.**
5. Gas or electric tank-less hot water heaters are allowed as replacement for hot water heaters, as the 20-gallon short water heater style is no longer available. Variance approval is required for installation or replacement. On-demand hot water heaters require proof of cleaning every two years and submitted to the Management Company. If proof of inspection is not provided, the Board of Managers may take action against the homeowner by levying fines or shall order such service to be accomplished at the expense of the homeowner.

6. 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.
7. All units are required to have in the living space, a working smoke alarm and carbon monoxide (CO) alarm, whether individual or in combination.
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 homeowner by levying fines or shall order such service to be accomplished at the expense of the homeowner. (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 850-12 home occupation zoning code of the City of Canandaigua Municipal Code.
2. Receipt of mail, 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 850-12.
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 homeowner 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, TYPE AND LOCATION**

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 may be installed. Antennas cannot be installed on patios or balconies.

3. Antennas may be installed on the roof above a homeowner's unit that faces the parking lot, not the channel. Before any type of antenna is installed, a variance approved by the Board is required.
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**

1. Any Owner desiring to install an antenna /dish 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.
2. Owners shall supply the following information to the Board when applying for a variance to have an antenna installed on the roof:
  - Name of contractor (with proper insurance coverage listed below).
  - 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.
  - A certificate showing that the contractor has met all statutory requirements and is carrying all statutory limits of workers' compensation.
  - Starting and completion dates.
  - Size and type of antenna.
3. For roof installation, cables must be installed through the roof or through a roof vent.
4. 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.

### **INSPECTION**

1. After installation is complete, a final inspection will be done by the 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.

2. 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**

1. 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.
2. 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.
3. Antennas shall be permanently grounded.

## **MAINTENANCE**

1. Owners who have antennas installed are responsible for all associated costs, including, but not limited to, costs to:
  - 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.
  - Repair damage to any property caused by antenna installation, maintenance use or removal.
  - Pay medical expenses incurred by persons injured by antenna installation, maintenance or use or removal.
  - Reimburse residents or the Association for damage caused by antenna installation, maintenance use or removal.
  - Restore antenna installation sites to their original condition.
2. 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.
  - 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.
3. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

## **ANTENNA REMOVAL**

1. Antenna removal requires restoration of the installation to its original condition. Owners shall be responsible for all costs relating to restoration of this location. Removal is required with the sale of the property. Seller must, prior to closing, have a final compliance approval by the Superintendent.

## **CONDOMINIUM MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED**

1. 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.
2. 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**

1. These Rules shall apply in all respects to tenants. If a tenant desires to install an antenna, it will be done through the unit owner. The unit owner shall submit the notice or variance request.

## **PART XIV: RULES AND REGULATIONS GOVERNING LEASING OF HOMES**

1. The Board of Managers requires all homeowners leasing their unit(s) to complete a Occupant 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 fourteen (14) days after the commencement of the initial Lease "Term(s)". Lessee Information packets can be obtained from the Superintendent's office or from the Management Company.
2. The processing fee is \$100 for the initial lease or per occupant change and \$100 a year thereafter if the lease extends more than a year. The fee is due on January 1st each year.
3. An occupant agreement is required for family members occupying a unit. However, the \$100 lease fee will be waived if all utilities remain in the homeowner's name. Homeowners 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 shut offs, sewer backups, emergency repairs, snow removal issues and flooding issues to ensure that vehicles are not unintentionally towed. A fine will be incurred if this information is not conveyed to the Management Company within 14 days of occupancy.

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. No vacation rentals /short term rentals are allowed anytime. Fines will be incurred.
7. Tenants are not allowed to have pets.
8. Tenants are not allowed to have a dock space. If unit is occupied by someone other than the owner, use of key fob, dock space, and clubhouse privileges are forfeited.
9. Owners must provide their occupants with a current copy of the Holiday Harbour Rules and Regulations before anyone occupies the unit. A signed acknowledgment must be returned to the Management Company within 14 days to avoid a fine.
10. Leases may not be assigned, and no homes may be subleased.
11. All leases shall contain provisions:
  - Requiring the lessee to comply with Holiday Harbour Condominium's Declaration, By-Law and Rules and Regulations; Providing that failure to comply constitutes a default under the lease; and
  - 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 homeowner after 15 days' prior written notice to the homeowner, in the event of a default by the tenant in the performance of the lease.
12. The homeowner shall be responsible for all attorneys' fees and costs incurred by the Board of Managers, or by any committee designated thereby, as a result of the Board of Managers 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 Board of Managers may levy a Special Assessment therefore for which the homeowner shall be ultimately responsible for paying, even if such levy is originally applied to the tenant.
13. Any purported lease of a home in violation of this section shall be voidable at the election of the Board of Managers, and if the Board of Managers shall so elect, the homeowner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of said homeowner as the proposed landlord. Said homeowner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings, and the Board of Managers may levy a Special Assessment therefore.

14. Prior to any change in occupancy of any home, in such form as the Board of Managers shall prescribe, each homeowner, whose home is occupied or is to be occupied by other than the record homeowner, along with the tenants or any immediate family, shall make to and file with the Board of Managers, or its authorized agent for this purpose, a statement setting forth, at a minimum:
- The name, telephone, emails, vehicle information and correct address of the homeowner.
  - The names of all occupants or proposed occupants of the home and their relationship, if any, to each other, as well as their telephone number, emails, and number and type of vehicles.
  - A true and correct copy of the full executed lease agreement as an attachment to said statement.
  - Owner certification that the lease or rental agreement is subject to the terms of the Condominium Declaration, By-Laws and Rules and Regulations.
15. No homeowner 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 an immediate family member, this is not considered new ownership for purposes of leasing the property.

## **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 on the road side of the unit, or within the existing opening of one bedroom units. Homeowners 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 MOUNTED AIR CONDITIONING UNITS**

1. 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 30 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. No air conditioning units are allowed to be installed on simplex second floor decks.

### **CENTRAL AIR CONDITIONING FOR ONE BEDROOM GROUND FLOOR UNITS**

1. Air conditioning condensers are to be located in the front flower bed area, on the same side as the unit.
2. The smallest physical size condenser unit necessary to properly cool the unit shall be installed.



3. 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 30 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.

### **CENTRAL AIR CONDITIONING FOR ONE BEDROOM SECOND FLOOR UNITS**

1. Air conditioning condensers are to be located in the front flower bed area and on the same side as the unit, avoiding the space under first floor windows.
2. The smallest physical size condenser unit necessary to properly cool the unit shall be installed.
3. 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 the same manner.
4. Whenever a central air conditioning unit shall be installed for a second floor unit in the flower bed area on the same side as the unit, that unit's wall air conditioning units must be removed and the enclosures completed by a competent contractor within 30 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**

The Holiday Harbour Board of Managers requires all new Holiday Harbour homeowners to complete a Purchaser Information Form/Packet including acknowledging and agreeing to Holiday Harbour's Rules and Regulations and submit it to the Management Company along with a copy of the Holiday Harbour Pet Registration Form (if applicable) no later than fourteen (14) days after the unit(s) closing.

## **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, Workers' Compensation coverage must be provided. The employee(s) must leave the job site until proof of coverage is submitted.

2. 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 homeowner's required HO-6 insurance policy.
3. 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. 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: RULES AND REGULATIONS GOVERNING OPEN FLAMES**

1. Fire Pits: Wood, propane, and natural gas fueled fire pits and troughs are not allowed. This is to comply with Holiday Harbour insurance policy 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 to avoid a fine.
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 or divider walls 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. Grills may not be stored on sidewalks.
  - 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**

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 avoid 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. 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**

1. Residents are allowed to use the car wash outlet to clean their cars and miscellaneous household items (screens, buckets, garden tools, etc.). No acid washing allowed of vehicles, boats, trailers, etc. The short-term use (less than four hours) of the outlet is also allowed. For sustained needs, 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.
2. The fee for charging electric cars is \$5.00 for up to 4 hours with a 4-hour limit per day. This also applies to any vehicle or camper using any common property electric outlets. Holiday Harbour is not responsible for any damages to vehicles that choose to use any of our facilities.