

Yacht Club Condominium Rules and Regulations  
(Revised March 20, 2019)

**I. Buildings & Grounds**

**A. Use of Units and Grounds**

1. No advertising signs of any kind, including, "For Sale," "For Rent" or "For Lease" or any other window displays, shall be maintained or permitted on any part of the Property or in any window or door of any Unit. Open House signs may be placed outside the Guard Booth and in front of the Unit hosting the open house. Political signs are prohibited in all areas of the community. Signs placed on Common or Limited Common Elements will be removed without notice.
2. Holiday decorations, displays, lighting and the like, placed outdoors or in windows are permitted. However, all such decorations must be removed within a reasonable time. No decorations may be placed on common areas without prior approval from the management company.
3. No Unit shall be used or rented for transient, hotel or motel purposes, including listing for short term rental (under 30 days) on Websites such as Craigslist or Airbnb.
4. No Unit owner is permitted to have a garage sale, tag sale or estate sale open to non-residents of the Yacht Club Condominiums.
5. There shall be no barbecuing inside the Units or on any other common areas, except as is allowed on the rear decks, and any other area specifically designated for barbecuing by the Board of Managers. Any gas or fire bbq must be as far away from any structures as reasonably practicable. Any damage caused to the exterior of a Unit by either a barbeque or fire pit is the Unit Owner's responsibility to have repaired.
6. No Unit Owner or guest shall make or permit to be made any noise or disturbance that will unreasonably interfere with the rights, comforts, or conveniences of their neighbors. Unit Owners are entitled to the quiet enjoyment of their unit. This conduct includes, but is not limited to: drunkenness, lewd behavior, vulgar language, intimidation, bullying and the like. The Board of Managers has the

right, upon a determination of objectionable conduct, to take all appropriate measures to abate the nuisance, including, but not limited to, imposing a penalty consisting of a fine or suspension of rights to use certain common areas.

7. Except in recreational or other areas designated as such by the Board of Managers or in the By-Laws, there shall be no playing, parking of baby carriages, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Elements in such a way as to cause a dangerous situation, or substantially interfere with a Unit Owner's use and enjoyment of their unit or common elements.
8. Gabion: No climbing or launching of kayaks or boats is permitted from the gabion. No access to the water area is allowed other than from the marina docks. Unit Owners and/or guests who do not comply will be subject to fines according to the Condominium rules, as well as, any fines imposed by the DEC.

## **B. Alterations & Maintenance**

1. Nothing shall be done or kept in any Unit, the Common Elements or Limited Common Elements which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of his/her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his/her Unit or parking space, any flammable, combustible or explosive fluid, material, chemical or substance (except firewood, propane in tanks, or gasoline in automobile tanks).
2. All radio, television, cable, satellite dish or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereof, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, cable, satellite or other electrical equipment in such Unit.
3. No radio, television, or satellite antennas shall be placed on, attached to or hung or affixed to the exterior of any building.

Satellite dishes must be installed on a Unit Owner's deck railing, or other appropriate area, by a licensed and insured contractor with prior written Board approval.

4. As provided in the By-laws, nothing shall be done in any Unit or to the Common Elements or Limited Common Elements which will impair the structural integrity of any building. Any changes to a Unit involving the structural elements must be submitted to the Board for approval and accompanied by a drawing from a licensed architect. Any changes/alterations that require Board approval must be performed by a licensed and insured contractor, naming the Yacht Club Condominium and its managing agent as additional insureds.
5. No unit owner may use an unlicensed contractor for any work anywhere in the property, including wholly within their unit, for any work that is defined as a home improvement under the Nassau County Administrative Code, as that term may be amended from time to time. As of December 2017, the administrative code defines Home Improvement as the "repair, maintenance, replacement, remodeling, alteration, conversion, modernization, or addition to any land or building, or that portion thereof, which is used as a private residence or dwelling place for not more than three families, and other improvements to structures or upon land which is adjacent to a dwelling, and shall include, but not limited to, the installation, construction, replacement or improvement of driveways, cleaning systems, windows and awnings, sandblasting, power washing, waterproofing, floor refinishing, chimney cleaning, interior and/or exterior painting, carpet installation, and gardening/landscaping, when the gardener/landscaper uses his/her own equipment. "Home improvement" shall not include (a) the construction of a new home building or work done by a contractor in compliance with a guarantee of completion of a new building project, or (b) the sale of goods or materials by a seller who neither arranges, to perform nor persons directly or indirectly any work or labor in connection with the installation of goods or materials, or (c) decorating when not incidental or related to home improvement work as herein defined, or (d) residences owned by, the state or any municipal subdivision thereof, or (e) automatic fire alarm systems, (f) burglar alarm systems." Any changes to the definition of home improvement by the County of Nassau will automatically be incorporated into this rule without further amendment or notice. Security will be instructed to refuse entry to the property to any unlicensed home improvement contractor who comes to the property to do any home improvement work.

6. Nothing shall be altered, constructed on or removed from the Common Elements, except upon the written consent of the Board of Managers.
7. Planter Box Maintenance – Planter boxes are the Unit Owner's responsibility and must be maintained and repaired as needed. Unit Owners may plant flowers, and the like, in their planter boxes. Any such plantings must not damage the integrity of the planter box. Planter boxes must be stained the same color as the decks. No trees shall be planted in the planter box. The maximum height of any bushes/flowers is five (5) feet from the top of the planter box. All bushes shall be maintained and kept trimmed. Dead bushes and plants must be removed.
8. Bush maintenance – any bushes, plants, shrubs or flowers that are planted by the Unit Owner or their predecessor in interest, in any area immediately adjacent to their Unit must be maintained by the Unit Owner. Any bushes that are dead or causing damage must be removed.
9. Front stoops are not to be used as outside storage areas. Decks and Compressor areas may be used for storage; however, the areas must be kept neat, orderly, and clean. Nothing stored shall be taller than the deck walls. Unit owners are permitted to have storage boxes or cabinets on the decks. However, the Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.
10. No rugs or mops shall be shaken or hung from or on any of the windows, doors, railings, or entries. No dirt or any other substance may be swept or thrown from any Unit.
11. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit in accordance with the provisions of the Bylaws.
12. Each Unit Owner is responsible for maintaining, replacing and keeping in good working order the following items: (1) garage doors, (2) storm doors, (3) patio doors, (4) kick panels under front and rear patio doors, (5) windows, (6) insect screening, (7) alarm boxes, (8) decks, (9) deck gates, (10) planter boxes, (11) skylights and (12) chimney caps. With the exception of "insect screening", Board approval is required for the installation and/or replacement of the above and must comply with the By-laws. Insurance certificates

naming the Yacht Club, and the Managing Agent, as additional insureds must be provided before any work commences.

13. Each Unit Owner is responsible for the removal from Condominium property of all debris and materials used by workmen and contractors during alteration, redecoration, or construction within his/her Unit. Construction debris must not be thrown in dumpsters. In addition, the Unit Owner must arrange for the removal of carpeting, furniture, and appliances from Condominium property or bring said items to the bulk pick-up area.
14. Siding: Attaching, hanging, nailing, screwing and/or puncturing the siding by plants, cable wires or any other item is not allowed. All existing trim and siding shall not be altered in any way. No modifications or changes to the trim or siding is allowed. If damage to the siding is caused by a Unit Owner and/or the Unit Owners' contractor, it will be the Unit Owner's responsibility to pay for the cost of the repairs
15. Skylights: Damage within the Unit caused by the skylight is the Unit Owner's responsibility. In the event a skylight is replaced, replacement roofing shingles must match the existing roof.
16. Garage Doors: any new garage door must conform to the existing door.
17. Decks which have been modified from the original installation are the Unit Owner's responsibility and must be repaired and maintained as needed. They must be kept clean and safe. If any part of the deck is collapsing or damaged it must be repaired. When staining the decks, the decks should be of a natural or wood tone color. If there is any question about the use of a particular color or stain, the Unit Owner should obtain approval from management before applying.
18. For power-washing, sanding and/or staining of a deck, the Unit Owner does not need Board approval if doing it themselves. However, use of friends or family requires execution of a signed waiver. Moreover, performance by a licensed contractor requires submission of a Certificate of Insurance, naming the Yacht Club and its managing agent as additional insureds, prior to the commencement of any work.
19. If any key or keys are entrusted by a Unit Owner or occupant or by his/her agent, servant, employee, licensee, or visitor to an

employee of the Board of Managers, whether for such Unit or for an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting or connected with this action.

### **C. Pets**

1. No animals, birds, or reptiles of any kind shall be raised, bred, or kept in or on the Common Elements or Limited Common Elements. No unit owner, or renter, may have more than two (2) dogs, unless board approval is granted. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be subject to removal from the Property upon seven (7) days' written notice from the Board of Managers.
2. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash. Dogs must be walked on the paved areas of the property and must not be walked on the grass or on any lawn under any circumstances - either inside the development or along the outside perimeter. All Unit Owners shall clean up after their pets, including the cleaning and removal of all excrement.
3. No wildlife shall be fed from the sidewalk, street, balcony, windowsill, deck, front porch, or any Limited Common Elements. This includes but is not limited to birds, geese, ducks, cats, dogs, raccoons, squirrels and opossums. However small hanging bird-feeders and waterers are permitted with board approval.
4. Walking dogs on any grass areas in the development is strictly prohibited, period. Not on the great lawn and not in front or back of a unit. They may be walked on the paved roadways, but must be leashed and cleaned up after. The first violation will be treated as a quality of life violation under the rules and regulations and offender will receive a \$75 fine. The second, and subsequent, time the unit owner is fined it will be deemed a violation affecting common elements and will be subject to a \$250 fine.

### **II. Parking/Driving**

1. Every Unit has two (2) parking spaces. If a Unit originally came with a garage, the two (2) spaces are the garage and the driveway in front of

the garage. If the Unit did not originally have a garage, there are two (2) designated spots in front of or near each Unit.

2. There are also two (2) types of non-assigned parking spaces. Visitor spots and Open Spots. Visitor spots are clearly marked with the letter "V". There are 12 visitor spots located around the community. These spots may only be used by visitors to the Yacht Club who have received a visitor's pass. They may not be used at any time and under any circumstances (including for overnight parking) by a resident or a car with a parking decal. These 12 spots are reserved exclusively for visitors. The only exception will be in those limited circumstances where the Board or Management notifies the community that visitor parking restrictions are lifted for special circumstances (i.e. snow clearing or road work).
3. There are 21 parking spots that are not marked with a number or visitor label. These are Open parking spots. Open spots may be used by residents or visitors on a first-come first-served basis. These include all the spots by the Tennis Courts, as well as, other spots located throughout the community. In addition, Unit Owners can park by the sidewalks in front of or near their Units, or by the dead ends at the end of roads. These are also considered Open Spots. No Unit Owner has the exclusive right to use or claim any of these open spots as their own. There is no reserving of these spaces. They are available on a first-come, first- served basis. As a courtesy to other residents, no car is permitted to park for more than 72 consecutive hours in these Open spots other than those by the Tennis Courts. Violations of this rule may be subject to fines.
4. No Parking Zones are designated with hashed lines. There is no parking in these areas at any time and under any circumstances. This includes parking in front of dumpsters, mailboxes and emergency gates.
5. Each Unit will receive two (2) parking decals which are for use with the EZ Pass entrance system. Proof of registration must be submitted PRIOR to a unit owner receiving a parking decal.
6. Additional parking decals over the initial two (2) are available. However, additional decals require Proof of Registration prior to issuance, and will only be issued to cars registered in a Unit Owner's name or to a family member/resident whose car is registered with a Yacht Club address. There is no limit to the number of decals a Unit Owner can get. A \$25.00 fee will be imposed for replacement decals, ie, damaged or lost.

7. Parking: No unit owner is entitled to park more than three (3) cars with a decal on the unit owners' street and/or in their assigned spots. All additional decal cars must be parked by the Tennis Courts.
8. Cars with no decals are not permitted through the gate without security first calling the Unit Owner to obtain approval. Anyone else will be deemed a visitor and subject to visitor rules.
9. The speed limit throughout the property is 15 mph.
10. Parking Penalties:
  - a) First violation per Unit - written warning with no fine.
  - b) Second violation per Unit - written warning with a \$50.00 fine.
  - c) Third violation per Unit - \$200.00 fine.
  - d) Fourth, and subsequent, violation per Unit - car towed at Unit Owner's expense.
11. Towing - cars will be towed for the following violations:
  - a) Parking in a visitor's spot.
  - b) Parking in a No-Parking Zone.
  - c) Parking in a neighbor's parking spot without his/her permission.
  - d) Parking more than three (3) vehicles on a street as prohibited in paragraph seven (7) above.
12. Parking decals will not be issued for additional cars or new cars unless any parking fines imposed during the current year are paid in full.



### **III. Garbage & Recycling**

#### **A. General Guidelines**

1. All garbage/trash must be tied in plastic bags and must be placed in a dumpster. All large cardboard boxes must be broken down and placed in a dumpster.
2. Residents must toss trash to the back of a dumpster to maximize space. If a dumpster is full, the trash must be taken to another dumpster. Under no circumstances may a resident leave trash on top of or next to a dumpster.
3. Special Pickup
  - a) Unbroken boxes or other large items must be taken away by a delivery truck, contractor or brought to the bulk pick up area by the shed near the Tennis courts for special pick up by Town of Hempstead. All items must be placed behind fence.

#### **B. Recycling**

1. Recycle bins must be used for all recycling. Paper must be tied or otherwise secured in bags.
2. Items for recycling:
  - a) newspapers and magazines
  - b) plastic bottles
  - c) glass bottles and jars
  - d) aluminum, metal and steel cans.
3. All items placed in recycle bins must be rinsed so as not to attract animals or vermin.
4. Recycle bins must be stored in garages, back decks, or an unobtrusive place in front of a Unit.
5. Bins must be placed outside no earlier than the night before pick up. Make sure papers and plastic bottles are weighted down so not to blow out of the box.
6. Return bins to proper storage area as soon as practical after pick up. Bins must be numbered for easier identification.

#### **IV. Guard Booth**

1. Security Booth personnel are not permitted to accept, hold, or sign for any mail, envelopes or packages.
2. Unit Owners, residents or guests should not interfere with the security guards performance of their duties. Any problems or questions should be addressed to Management and not directly to the guard.

#### **V. Pool**

##### **A. Pool Hours (Subject to change by Board of Managers)**

- A. Monday to Friday: 7:00 am to 10:00 pm
- B. Saturday/Sunday and Legal Holidays: 7:00 am to 10:00 pm
- C. THERE ARE NO LIFEGUARDS ON DUTY BEFORE 10:00 am AND AFTER 9:00pm ON SATURDAYS AND BEFORE 10:00 am AND AFTER 8:00pm ON SUNDAYS.

##### **B. Pool Opening**

1. The Pool will be open for use at 7:00 am commencing one (1) week before Memorial Day, weather permitting. It will close on or about the last week in September. A heated salt water system has been installed. It has an automatic chemical balancing system which will remotely monitor the proper salt and/or chemical balance.
2. Please obey all posted signs about emergencies, pool closures, or repairs and do not enter the pool if posted signs indicate that the pool is closed.
3. No one should tamper with or adjust the chemicals, the meters, or any other equipment servicing the pool other than management, Condominium employees or the pool service company.

##### **C. Use Of Pool And Facilities**

1. Only Unit Owners, their family, tenants and guests will be admitted to the pool. Adults, family members, parents, grandparents, etc. are always and entirely responsible for the safety and well-being of their children and guests at the pool.

2. No food or drink is permitted in the Pool, but food and drink may be eaten at the tables and chairs in the Pool Deck area. Absolutely no beverages and/or food in glass containers is allowed anywhere in the pool area, including the Pool Deck. Unit owners are responsible for properly cleaning the tables, chairs and surrounding area after use and properly disposing of any garbage. Please keep the pool area litter free.
3. No music is allowed other than with earphones.
4. No smoking is permitted in the pool area.
5. No pets are permitted in the Pool or the Surrounding Pool Deck area.
6. Children age 14 and over may use the pool without parental or guardian supervision at the sole discretion and responsibility of the parents. Unit Owners will be responsible for ensuring that their children comply with all pool rules and behave appropriately at all times.
7. When lifeguards are present, a 14-year old may accompany a younger child to the pool. However, WHEN LIFEGUARDS ARE NOT PRESENT, children under the age of 14 MUST be accompanied by a responsible parent or guardian who is at least 18 years of age.
8. Chairs/tables/umbrellas are on a first-come, first-served basis. There is no "holding" of any of this equipment.
9. Appropriate and proper attire must be worn in the pool/pool area. Children who are not toilet-trained must wear approved swim diapers at all times while in the pool.
10. Pollution of the pool is prohibited. Urinating, expectorating, blowing nose in the pool is prohibited. In the event there is an accident of this or any other type, exit the pool and contact Management immediately.
11. Floats are allowed in the Pool. Ball playing is not allowed in the pool when other swimmers are present.
12. Communicable disease - common sense dictates that no person having skin lesions, sores, inflamed eyes, mouth or ears (e.g. discharges, pink eye, etc) or who is known to be a carrier of microorganisms of any communicable disease should endanger the health and safety of others by using the pool.

13. Baby carriages must have a locking device for the wheels. Playpens of any type are prohibited.

14. No running, pushing, splashing, boisterous activity or throwing of any objects while others are present in the pool area is permitted. No diving, flipping, or dangerous activity in or into the pool is permitted.

15. Be mindful that we have neighbors that reside all around the Pool Area. Please keep all noise to a minimum and be respectful of their privacy and their right to enjoy their decks and backyard.

16. While using cell phones in the area, be mindful of neighbors. Please speak in a quiet voice and try to keep the conversation as short as possible.

17. In the event of any accident, emergency or injury to anyone in the pool area, please call 911 immediately and then notify Barrier Beach Management of any incident.

18. When present, THE LIFEGUARD IS IN CHARGE OF THE POOL AND THE ENFORCEMENT OF ALL RULES. Do not argue with the lifeguard. If there is a disagreement, call Management, or if not available, a member of the Board.

#### **D. Closing Of Pool**

1. The Pool lock will be shut down and there will be no access to the pool after 10:00pm.

2. When entering or leaving the pool, the Unit Owner must make sure the gate is closed.

3. After 7:00pm, if a resident or guest is leaving the Pool or Pool Deck area and there is no one else in the Pool or the Pool Deck area, he/she is responsible for closing umbrellas, returning any chairs or lounges that they used to the designated area. A resident or guest who comes after the furniture is put away, may move the furniture, but will be responsible for returning the furniture when he/she is done using it.

4. In the event of lightning and/or thunder, everyone must vacate the Pool and Pool Deck immediately.

### **E. Administrative Issues**

1. Two (2) electronic key fobs will be issued to every Unit. In the event a fob is damaged or lost, a replacement fob can be obtained from Management. Unit Owners will be charged \$25 for any replacement fobs issued. Unit Owners will be responsible for providing key fobs to their tenants or guests. Under no circumstances will the Yacht Club or Management issue a key fob directly to an individual who is not a Unit Owner.
2. The use of the Pool is a privilege and not a right. The license to use the pool and the access granted by the key fobs may be revoked in the event a Unit Owner is in violation of any obligation to the Condominium, including but not limited to, the payment of common charges, assessments or, if the Unit Owner violates the terms of this agreement.
3. These rules and regulations are merely guidelines and are not intended to be exhaustive. Residents are required to use common sense to assure that the pool may be enjoyed and used safely by everyone and that the surrounding neighbors are not unduly disturbed. The Board reserves the right to amend these rules at any time and/or issue penalties that the Board deems appropriate, including, but not limited to banning a Unit Owner, Tenant, Guest or child from the pool, in the event of any violations of the rules and guidelines set forth herein.

### **F. Fines For Violation Of The Pool Rules**

1. First Offense: Warning Letter
2. Second Offense: \$50 fine
3. Third Offense: \$100 fine and revocation of Pool License for a reasonable period as the Board, in its discretion, shall decide.

### **VI. Other Amenities**

1. Tennis, basketball and volleyball courts are open from 7:00a.m. - 10:00pm daily. Lights are available for the back court and are on a timer. The timer will shut off after 10:00pm. No Unit Owner or guest is permitted to use these facilities during closed hours.
2. The tennis courts and children's playground are not to be used for the exercise or walking of dogs at any time.

## **VII. Fines**

1. Late payment of common charges or other assessments: \$25 per month.
2. Violation of rules and regulations relating to quality of life issues (noises, garbage disposal, nuisances): \$75 per incident.
3. All Violations of Condominium's By-laws, other than those affecting Common Elements or unauthorized alterations: \$125 per month until cured or approved.
4. Violation of Condominium's By-laws affecting Common Elements or unauthorized alterations: \$250 per month until cured or approved.
5. Pool Violations - as per Pool Rules.
6. Parking Violations - as per Parking Rules.

## **VIII. Amendments**

1. Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.