

# Shore Acres Point Corporation

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## Shareholder Handbook

**Last Update October 2017**

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## **Shore Acres Point Corporation Membership**

Shore Acres is a residential community situated on Long Island Sound in the Village of Mamaroneck, NY. Shore Acres Point Corporation (“SAPC” or “the Corporation”) was incorporated in 1945.

SAPC shares and the clubhouse, pools and boating facilities are available to the owners of some 215 homes located on the neck of land bordered by two salt marshes known as Guion and Otter Creeks, shown on the “Shore Acres” subdivision map filed in 1914 (excepting certain excluded parcels).

The privilege of using the facilities is secured by the homeowner owning shares of stock in the Corporation – currently 202 homeowners are shareholders (each a “Shareholder” and collectively, the “Shareholders”). If you are considering the purchase of a Shore Acres home and the seller does not own shares, it is suggested that you contact the Corporation to determine if the home is eligible for issuance of new shares and the associated cost of those shares.

Owners and prospective purchasers should be aware of the following:

1. The annual assessment and any additional special assessments and fees (such as boat and pool guest fees) are chargeable against the homeowner’s stock in the Corporation. Nonpayment of assessments and/or fees can result in a suspension or loss of privileges or the cancellation of the stock if such assessments and/or fees remain unpaid.
2. A transfer of stock in the Corporation from a seller to a buyer cannot be completed until all charges due the Corporation are paid, notwithstanding some of the charges were incurred by a prior owner. Guest fees incurred during the summer will be billed the following spring, together with the annual assessment. Buyers should ensure that any outstanding dues or guest fees are settled by the seller prior to closing, or for the closing price to be adjusted accordingly.
3. Eligible homes for which no stock is currently issued may purchase stock. However, until new stock is purchased, the homeowner is not eligible to use the Corporation’s facilities.
4. The Boats and Floats Rules define the term “registered boat owners” to mean homeowners to whom either a mooring and/or dock space is assigned for their use. Such space may not be transferred or assigned to the purchasers of the registered boat owner’s home or vessel. Mooring and dock space assignments are made on a renewal basis first to existing registered boat owners in good standing and then to Shareholders in good standing who apply, subject to the requirements specified in the Boats and Floats Rules. Inquiries concerning boat space availability and procedures for obtaining space should be made directly to the Director of Boats and Floats.

## **Purchase Procedures**

The Corporation advises that sellers of homes in Shore Acres and their prospective purchasers follow the procedures outlined below.

1. BEFORE THE CLOSING, the purchaser should have the current owner arrange to obtain a “Letter of Good Standing” from the Corporation, confirming that:
  - a) title to the property entitles its owner(s) to 3 shares in the Corporation;
  - b) the current owner is in good standing regarding the payment of annual dues and guest fees and may therefore validly transfer ownership of the shares to a subsequent owner of the property.
2. The current owner should deliver to the buyer(s) at closing, either:
  - a) their SAPC Stock Certificate signed on the back to evidence the proposed transfer; OR
  - b) a notarized letter stating that the Stock Certificate has been lost.

Upon notification to the Membership Director of SAPC and the surrender of the existing Share Certificate, or notarized letter, together with a copy of the title deed (evidencing ownership), a new Share Certificate will be issued in the buyer’s name.

The Corporation reserves the right to be reimbursed by the new Shareholder for the cost incurred by the Corporation of a search of the land records, if necessary, to verify home ownership information.

Ownership of SAPC shares and remaining in Good Standing gives the new owner(s) full entitlement to utilize SAPC facilities. Questions regarding the practices or procedure outlined herein should be addressed to the Corporation.

## **USE OF SAPC FACILITIES**

1. **SHAREHOLDERS:** Shareholders in good standing, members of their immediate family (eg: children & parents) and household employees (e.g., live-in nannies) who reside with the Shareholder. Non-resident household employees (e.g., part-time nannies, baby-sitters) may also use the facilities at no additional cost, but only when accompanying those family members. Equity holders with 50% or greater equity interests in Shareholders that are legal entities may also use the facilities.
2. **NON-RESIDENT IMMEDIATE FAMILY MEMBERS:** Members of a Shareholder’s immediate family (eg: children & parents) who do not reside with the Shareholder may use the facilities for the season without being accompanied by a Shareholder, subject to the payment of the relevant fee referenced in the Annual Registration Form. Non-resident family members accompanied by a Shareholder should be signed in as guests. Non-resident family members may not bring guests.
3. **PERMANENT TENANTS:** A Shareholder’s privileges may be transferred to the tenant renting a house owned by a Shareholder at no cost, subject to any limitations on transfer with respect to dock or mooring assignment in the Boats and Floats Rules. The Shareholder shall provide written notice to SAPC providing relevant information and contact details. The tenant shall have all of the responsibilities and privileges normally accorded the Shareholder

(per points 1, 2 and 6 of this section). The Shareholder remains primarily responsible for guest fees and any other charges incurred by the tenant. The Shareholder(s) shall forego use the facilities during this period, unless specific arrangements are made.

4. **SUMMER TENANTS:** A summer tenant is one who occupies a Shareholders house during the period beginning on or around Memorial Day and ending on or around Labor Day. A Shareholder's privileges may be transferred to a summer tenant, subject to any limitations on transfer with respect to dock or mooring assignment in the Boats and Floats Rules, upon written notice to SAPC providing relevant information and contact details and payment of the relevant fee referenced in the Annual Registration Form. The Shareholder(s) shall forego use the facilities during this period, unless specific arrangements are made.
5. **GUESTS:** Guests of Shareholders or their transferee must be accompanied and must be signed in by the Shareholder or their transferee at the entrance. Guests under the age of 1 are free.
6. **CHILDREN:** All children under the age of 10 must be accompanied by a responsible caregiver.
7. **ADDITIONAL FACILITY SPECIFIC RULE:** Additional rules related to specific SAPC facilities (Boats and Floats, Pool, Club House Rental) are specified below

Please contact SAPC for any other usage arrangements not specifically addressed.

## Shore Acres Point Corporation Boats and Floats Facilities

The Boats and Floats Committee is responsible for implementing and enforcing the following Rules, and any amendments thereto, as well as administering the day-to-day operation of the Shore Acres Point Corporation (hereinafter called "SAPC") boating facilities (i.e., the docks, ramps, swim floats, moorings, etc.) (hereinafter collectively called the "Facilities").

### 1. Use of Facilities; Registered Boat Users; Non Registered Boat Users; Guests

- a. Any Shareholder who desires to maintain a boat at the Facilities, may, subject to the availability of space, berth his/her boat at the Facilities, in a location assigned by the Boats and Floats Committee, and otherwise use the Facilities, provided such Shareholder complies with each of the following requirements (such complying Shareholder shall hereinafter be called a "Registered Boat User" or collectively "Registered Boats Users"):
  - i. the boat shall be registered in the name of such Shareholder with the Department of Motor Vehicles, or otherwise documented in his/her own name, and a copy of such registration or documentation shall be presented to the Boats and Floats Committee each season;
  - ii. the boat shall be properly registered with the Boats and Floats Committee;
  - iii. the Shareholder shall be in good standing with SAPC; and
  - iv. the Shareholder shall comply with all of these Rules.

The Board of Directors and/or the Director of Boats and Floats shall have the right to determine, in their sole discretion, whether a Shareholder is complying with these requirements.

- b. A Shareholder shall not be denied the right to be a Registered Boat User solely because:
  - i. he/she resides outside of Shore Acres;
  - ii. his/her boat is registered in his/her name and the name of a third party (whether or not such third party is a Shareholder); or
  - iii. the boat will be used by a third party on an occasional basis (such as by a child of the Shareholder not residing in Shore Acres).

Provided, however, with respect to subsections (ii) and (iii), such Shareholder must demonstrate to the satisfaction of the Boats and Floats Committee that he/she actually uses the boat at least 50% of the operating time of the boat.

- c. Use of the Facilities by Shareholders who are not Registered Boat Users shall

be limited to the right to tie up his/her boat to the service dock, solely for the pick up or discharge of passengers and gear or related purposes, in compliance with these Rules, for a maximum period of twenty (20) minutes, whether or not his/her boat is attended.

- d. A guest of a Shareholder, if accompanied, at all times by his/her Shareholder host, may tie up his/her boat to the service dock, solely for the pick up or discharge of passengers and gear or related purposes, in compliance with these Rules, for a maximum period of twenty (20) minutes, provided his/her boat is attended at all times.
  - i. The violation of any of these Rules by a guest of a Registered Boat User or non-Registered Boat User as the case may be, shall be deemed a violation of the Rules by such host Registered Boat User or host non-Registered Boat User through whom such guest claims a right to use the Facilities, and the Board of Directors shall have the right to fine such host Registered Boat User or host non-Registered Boat User as the case may be, for such violation.

## 2. **Non-Assignability of Rights**

- a. Shareholders' rights to use the Facilities, as provided in these Rules, including but not limited to the use of dock or mooring spaces, cannot be assigned or otherwise granted to any other person, except that a Shareholder, on written notice to the Boats and Floats Committee, may transfer his/her rights, on a temporary basis, to a tenant of his/her home who (i) otherwise complies with the definition of a Registered Boat User and (ii) uses the registered boat of such Shareholder.
- b. A Registered Boat User may not use the Facilities as the guest of another Registered Boat User if a former privilege to use the Facilities has been revoked or suspended by the Board of Directors.

## 3. **Compliance with Laws** - All federal, state and local laws, ordinances, rules and regulations regarding the waterways adjacent to SAPC's property are applicable to Registered and non-Registered Boat Users using the Facilities, and it is their responsibility to comply with them.

## 4. **Dock Watch**

- a. If a Dock Watch program is implemented by the Boats and Floats Committee,

all Registered Boat Users, including joint owners, are required to volunteer at least one night of weekend Dock Watch service each season.

- b. A Registered Boat User who cannot serve on Dock Watch for his/her assigned night is solely responsible to find a replacement, well in advance of his/her date of service, and to promptly notify the Boats and Floats Committee of the substitution.
  - c. The failure of a Registered Boat User to serve his/her assigned Dock Watch, or to find a substitute therefore, shall result in the Board of Directors assessing a fine against such individual.
5. **No Commercial Use** - Boats used for commercial purposes are prohibited from using the Facilities.
  6. **Multiple Applications** - Multiple applications in the same category (e.g., dingy, mooring, etc.) may be processed at the discretion of the Boats and Floats Committee. Such multiple privilege, if granted, will be on an “as available” basis, and such privilege is revocable if the assigned space is required for new a Registered Boat User.
  7. **Use of Docks** - Swimming or fishing from or near any float or gangway not designated for such purpose by the Boat and Float Committee is prohibited.
  8. **Boats and Floats Bulletin Board** - Important notices for Registered Boat Users and non-Registered Boat Users, as well as dock and mooring assignments, will be placed on the SAPC Boats and Floats Bulletin Board, which is located at the top of the gangway to the SAPC Main Dock. All Registered Boat Users and non-Registered Boat Users are encouraged to review the Bulletin Board frequently for new notices.
  9. **Space Assignment Applications**
    - a. Registered Boat Users are required, during each season, to:
      - i. complete and keep current all information requested by the Boats and Floats Committee on the Boats and Floats Application;
      - ii. furnish to the Boats and Floats Committee a copy of his/her current boat registration or documentation; and
      - iii. place and maintain on each boat registered with the Boats and Floats Committee a sticker or other identifying sign, as directed by the Boats and Floats Committee.

## 10. Location of Facilities

- a. Attached to these Rules is a general layout of the Facilities. Separate and distinct locations have been created and will be maintained by the Boats and

Floats Committee for:

- i. dock spaces for dinghies equal to or less than 12 feet;
- ii. dock spaces for boats equal to or less than 18 feet;
- iii. dock spaces for boats more than 18 feet and equal to or less than 26 feet;
- iv. a service dock for servicing boats and pickup and discharge of passengers and gear;
- v. a pickup and discharge section of the service dock restricted to the pickup and discharge of passengers and gear (i.e., no washing or servicing of boats), with a 5 minute maximum tie up time;
- vi. a dock for launching and storing sunfish, kayaks, canoes and Optimist dinghys;
- vii. a swimming float;
- viii. a sunbathing float; and
- ix. a fishing float.

**11. NO LIABILITY ON SAPC - SAPC AND ITS DIRECTORS, OFFICERS, SHARE-HOLDERS, AGENTS AND EMPLOYEES ASSUME NO LIABILITY WHATSOEVER FOR, AND SHALL HAVE NO LIABILITY WHATSOEVER FOR, ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, OR FOR ANY OTHER LOSS, DAMAGE, EXPENSE OR LIABILITY RELATING DIRECTLY OR INDIRECTLY TO THE USE OF THE SAPC FACILITIES BY ANY REGISTERED BOAT USER. NON-REGISTERED BOAT USER OR ANY OTHER PERSON. ALL PERSONS SHALL USE THE FACILITIES ENTIRELY AT THEIR OWN RISK.**

#### **12. Size and Class Limitations**

- a. Boats exceeding twelve (12) feet in length, 84 inches in width, or a draft of 30 inches shall not be secured in dinghy rings at the dinghy dock.
- b. Boats exceeding twenty-six (26) feet in length shall not be assigned a dock space.
- c. Sunfish, kayaks, and canoes shall be stored only on assigned racks and must be clearly labelled to display the name of the Registered User.
- d. Optimist dinghys may only be stored in assigned spaces on the Kayak Dock.
- e. Launching of portable boats (i.e. Sunfish, kayaks, canoes, Optimist dinghys etc.) is allowed only from the Kayak float. Portable boats are also prohibited from tying up to any open dock or swim float.

#### **13. Boat Space Assignments**

- a. Boat space assignments (docks and moorings) will be made by the Boats and

- Floats Committee, in its sole discretion, and each such assignment will be for a specific boat and owner. Assigned boat spaces are non-transferable.
- b. No non-Registered Boat User or other person may purchase, rent or otherwise occupy a boat space assigned to a Registered Boat User.
  - c. Boat space assignments not utilized must be relinquished.
  - d. Mooring and dock spaces may not be reserved if not used by a Registered Boat User for a substantial part of a season.
  - e. Assignment priority will be given only to the immediate past occupant of the assigned boat space.
  - f. Mooring Spaces are assigned by consideration of size and maneuverability of the boat, space availability, and future use considerations, in cooperation with the Village of Mamaroneck.
  - g. No dinghy, sunfish, kayak, inflatable or other boat shall be left lying on any dock, in the SAPC parking lot or in any other area of the SAPC property.

#### **14. Specific Rules as to Assigned Areas**

- a. Dinghy Space
  - i. Dinghies must not exceed size limitations stated above.
  - ii. Dinghies must be secured to the assigned ring with a chain and padlock, or other locking device.
  - iii. Unless a different sticker or identifying sign is directed to be used by the Boats and Floats Committee, every dinghy must be prominently labeled with the owner's name and telephone number.
  - iv. Dinghies must have gunwale guards or attached fenders when secured to rings.
  - v. Oars must be removed or secured overnight.
  - vi. Sailing rigging must be removed if boat is secured overnight.
  - vii. Members may not install hardware on the docks without express permission from the Boats and Floats Committee.
  - viii. Dinghies must be removed from the dinghy docks and from SAPC property on or before the announced season closing date.
  
- b. Dock Spaces For Other Than Dinghies
  - i. Boats must not exceed the size limitations stated above.
  - ii. All boats must have gunwale guards or attached fenders when secured in space.
  - iii. Fenders must be in place on both sides when boat is entering or leaving space.
  - iv. Restraining lines must be placed from dock to the stem when boat is secured in a bascomb holder or on Frogs.
  - v. All halyards, lines, sheets, booms, etc., must be secured in a manner

so as to eliminate unnecessary noise.

- vi. Members may not install hardware on the docks without express permission from the Boats and Floats Committee.
- vii. Boats and docking gear must be removed from the docks and from SAPC property on or before the announced season closing date.

c. Kayak Dock

- i. All boats must be tied to the rack on both ends, and must be locked to the rack.
- ii. Only one boat may be stored in each rack spot.
- iii. Unless a different sticker or identifying sign is directed to be used by the Boats and Floats Committee, every boat assigned a space on the Kayak Dock must be prominently labeled with the owner's name and telephone number.
- iv. Sailing rigging must be removed from Optimist dinghys if the boat is secured overnight.
- v. Members may not install hardware on the docks without express permission from the Boats and Floats Committee.
- vi. Boats must be removed from the docks and from SAPC property on or before the announced season closing date.

d. Service Dock

- i. Boats shall not be left unattended at the service dock for more than thirty (30) minutes on Saturdays, Sundays and national holidays, or more than sixty (60) minutes on Mondays through Fridays.
- ii. Boats may not be tied up to any dock overnight, without express permission from the Boats and Floats Committee.
- iii. The service dock is intended for the pickup and discharge of passengers and gear, washdown, and minor repairs.

**15. ALL OTHER ACTIVITIES REQUIRING LONGER TIE-UP PERIODS MUST BE DONE ELSEWHERE. WHERE POWER OR WATER IS NOT IMMEDIATELY AND CONTINUOUSLY REQUIRED, THE SERVICE OF BOATS MUST TAKE PLACE ELSEWHERE, SO AS NOT TO TIE UP THE SERVICE DOCK.**

Water and electricity are provided as a convenience for boat maintenance by Registered Boat Users. Use of electricity around water is extremely dangerous. Any person using the service dock electricity does so solely at his/her own risk and is required to use every safety precaution. Please be considerate of your neighbors -- turn off water after use to

avoid damage to hoses, and coil up all hoses.

- a. The striped section of the service dock (i.e., the last twenty (20) feet of the dock – closest to the channel) is intended for pick up and discharge only and **BOATS MAY NOT BE TIED UP IN THAT AREA FOR MORE THAN FIVE (5) MINUTES, UNDER ANY CIRCUMSTANCES.**
- b. Small and shallow draft boats are required to tie up at the service dock as close to the gangway as possible to allow larger, less maneuverable boats access to the service dock area. Please conserve space by tying as close to other boats as possible. When the service and pick up docks are fully occupied you are required to permit Registered Boat Users access to the dock by allowing them to tie up to the side of your boat.
- c. If the service dock is full, boats then tied up to the service dock shall permit Registered Boat Users desiring access to the service dock to tie up to the side of their boat and to pass across the deck of their boat to the side of their boat.

**SAPC RESERVES THE RIGHT TO REMOVE FROM THE DOCKS, OR OTHER SAPC PROPERTY, AT THE SOLE RISK AND EXPENSE OF THE VIOLATOR, ANY BOAT WHICH IS IN VIOLATION OF THESE RULES.**

## 16. Mooring Spaces

- a. All ground tackle is the responsibility of the owner. If a mooring space is not intended to be continuously used by a Registered Boat User assigned to the mooring space, ground tackle must be removed at the expense of the Registered Boat User, as and when the Boats and Floats Committee directs such removal.
- b. All mooring tackle must be installed and maintained by a mooring contractor approved by the Boats and Floats Committee, and must be inspected every three (3) years, or as required by the Village of Mamaroneck Harbor Master.
- c. Every Registered Boat User who is assigned a mooring space must obtain and display a Village of Mamaroneck mooring permit from the Harbor Master.
- d. Winter markers must be removed if the space is unused.
- e. All movement of ground tackle as directed by the Harbor Master and/or Boats and Floats Committee will be done at the owner's expense.
- f. All halyards, lines, sheets, booms, etc., will be secured in a manner so as to eliminate unnecessary noise.
- g. Boats in the row farthest from the channel and close to the dinghy dock must have motors for propulsion.
- h. Boats must be removed from the SAPC mooring fields on or before the announced season closing date.

17. **Equipment Use** - SAPC equipment such as hoists, davits, water, hoses, electricity, etc. is maintained for the exclusive use of SAPC Registered Boat Users, and non-Registered Boat Users to the extent provided for in these Rules. **USE OF SUCH EQUIPMENT IS AT THE USER'S RISK AND PROPER SAFETY PRECAUTIONS ARE REQUIRED TO BE EXERCISED AT ALL TIMES.**
  
18. **Violation of Rules** - Violation of any of SAPC Rules including specifically those applicable to Boats and Floats will result in a fine on a per day basis, or otherwise as determined by the Board of Directors. Non-payment of assessed fines or flagrant violations of the Rules may result in suspension or revocation of the privilege of using the Facilities. The Board of Directors shall have the power to enforce and collect such fines in the same manner as it is empowered to collect annual Shareholder assessments.
  
19. **Modification of Rules** - The Board of Directors and the Boats and Floats Committee reserve the right to amend these Rules and to adopt new Rules from time to time. New Rules will be placed on the Boats and Floats Bulletin Board, prior to their effective date.

## Shore Acres Point Corporation Beach and Pool Policies

The rules listed below are designed to assure the safe operation of our facility. Please adhere to them. Users who violate our health and safety regulations or who do not respect the rights of others will be asked to leave the area.

Pool hours are generally:

- i. Spring: Weekdays 12:00pm – 5:00pm; Weekends 10:00am – 5:00pm
- ii. Summer: Weekdays & Weekends 10:00am – 8:00pm
- iii. Post Labor Day: Weekdays 12:00pm – 5:00pm; Weekends 10:00am – 5:00pm

### 1. Access to grounds and facilities

- a. SIGN-IN AT GATE required by all users and guests.
- b. NO CHILDREN UNDER 10 allowed in main pool enclosure or on floats unless accompanied by an adult or qualified babysitter.
- c. NO PETS allowed on property.

### 2. Swimming Pool

- a. NO SWIMMING permitted unless lifeguard is on duty.
- b. ALL SWIMMERS MUST SHOWER thoroughly before entering pool.
- c. PROHIBITED FROM POOL: anyone with skin sores, inflamed eyes, nose or ears. Expectorating or discharging the nasal passages in the pool area is prohibited.
- d. NO TOYS or INFLATABLE SWIMMING AIDS permitted within the pool enclosure.
- e. NO SMOKING, FOOD, GLASS or BEVERAGES permitted in the pool enclosure, with the exception of plastic water bottles
- f. NO ROUGHHOUSING: running, jumping, dunking, ball playing, pushing or roughhousing is not permitted in the pool area. Games will be permitted on Corporation property at the discretion of the lifeguards.
- g. DIVING: Only one person at a time is allowed on the diving board. The diver must dive or jump when on the board. Divers may not dive or jump sideways from the board, and once in the water, must swim away from the board. No diving is permitted from the sea wall, railing, gangway, or from the sides of the pool adjacent to the diving boards. The lifeguards can shut access to the diving board if rules are not followed.
- h. ONLY REGULAR BATHING SUITS may be worn in the pool. No cut-off jeans or similar attire. All children who are not toilet trained must wear swim diapers in the pool area.
- i. LAP SWIMMING: A swimming lane of the pool are normally set aside for adults swimming laps during all hours of operation. This may be removed at the Pool Directors discretion during peak holiday times
- j. LIFEGUARDS are authorized to disallow any other items or activities at their discretion for safety purposes.

- k. LIFEGUARDS can remove someone from the pool who is not compiling with the rules, or may decide to close the pool if they determine the safety of the swimmers is compromised based on failure to follow the rules
3. **Wading Pool**
- a. The wading pool is reserved for children under 10. These children must be supervised by an adult or qualified babysitter stationed at the edge of the pool.
  - b. All children who are not toilet trained must wear swim diapers in the pool area.
  - c. USE THE SHOWER to clean feet, etc. before using the wading pool. Beach sand causes the wading pool drain to clog.
  - d. APPLICABLE SAFETY RULES from 2 above also shall apply to the Wading Pool.
4. **Designated Harbor Swimming Area**
- a. Swimming is permitted during normal pool hours only.
  - b. All swimmers must notify the lifeguard on main pool duty of their intention to swim if there is not a lifeguard on the dock
  - c. ALL CHILDREN UNDER 16 must be accompanied by an adult/guardian swimmer.
  - d. No swimming beyond the ropes.
  - e. No toys, inflatable life preservers or swim aids, or floating chairs or similar devices may be used.

## Shore Acres House and Grounds Policies and Rules for Rental of Facilities

*These are the provisions for using the SAPC facilities (house and grounds) for functions. They apply only to Shareholders. Non-Shareholders may not rent the facilities.*

### 1. GROUNDS

- a. The SAPC grounds are open to Shareholders. Use of the grounds by Shareholders may not be objectionable by reason of noise, fumes, smoke, dust, vibration, glare, intensity or flashing of lights. Use of the grounds, including any noise generated during such use, will not adversely affect the public health, safety and welfare, and the comfort and convenience of the public in general and of the residents of the neighborhood in particular. Notwithstanding, during the season when pool is open, Shareholders are encouraged to exit the grounds not later than one hour after sunset.
- b. The grounds, including the deck outside of the clubhouse, are open to Shareholders until (i) 10:00p.m., from June 15 through Labor Day and (ii) at all other times, until 9:00p.m. Notwithstanding the foregoing, organized events outside of the clubhouse shall end no later than 9:00p.m.
- c. During the season when pool is open, groups of 15 or less people consisting of at least one SAPC Shareholder may use the grounds and are restricted only by normal Shareholder limitations, hours of use and consideration for other Shareholders using the facility. Shareholders and guests must sign the Pool Book so that appropriate charges can be made. Groups of Shareholders without guests may use the grounds and are restricted only by normal Shareholder limitations, hours of use and consideration for other Shareholders using the facility. Group use of the grounds shall be non-disruptive to other Shareholders.
- d. During the season, Shareholders shall provide the Board with at least two days advance notice of intended use of the facility by 15 to 30 people, including such Shareholder, its guests and other Shareholders participating in such gathering (a "Shareholder/Guest Gathering"). SAPC reserves the right to impose a gathering fee, in addition to guest fees, if the Board determines that it is advisable to engage additional staffing for safety purposes. In no event shall Shareholder/Guest Gatherings exceed 30 people.
- e. Groups of more than 15 gathering and requiring exclusive use of the premises and facilities can be accommodated during the pool season after pool hours and during the off-season only after specific criteria have been met. Please see CLUBHOUSE section for these criteria. Groups of more than 15 gathering but not requiring exclusive use of the premises and facilities should provide notice to the Board in advance of such gatherings.
- f. Parking - Only vehicles bearing the SAPC decal will be permitted in the parking lot. Exceptions for parties must be given prior clearance.

Shareholders are encouraged to park only one vehicle, especially on busy weekends.

- g. Smoking is not permitted on the grounds.
  - h. Grilling is not permitted on grounds.
2. **CLUBHOUSE** - The SAPC clubhouse is available to Shareholders for private functions (e.g. meetings, family parties, children’s birthday parties, etc.) Availability of the clubhouse is intended as an accommodation to Shareholders that need additional space for entertainment or a special event. It is expected that all Shareholders treat the clubhouse as their own. Shareholders are responsibility of maintaining its good condition.
- a. **The following points serve as a guideline for rentals:**
    - i. The SAPC clubhouse is available for rental for organized events and parties to Shareholders in good standing (e.g., compliance with SAPC rules and guidelines, current with dues, etc.). The Events Director may inquire about such status at time of rental inquiry.
    - ii. Use of the facility is limited to organized events and parties that correspond to the guidelines set forth in this outline or those passed by the Board of Directors. Use of the facility shall not violate the SAPC Special Permit nor any other local laws or zoning ordinances.
    - iii. The Board of Directors reserves the right to disapprove of organized events and parties (or certain aspects of such events or parties) that are determined not to be in the best interest of the SAPC and its Shareholders (e.g., events that may put too much stress on the facility, grounds or may otherwise negatively impact the community).
    - iv. The sponsoring Shareholder must be present at all times during the event. This includes set-up, cleanup and deliveries.
    - v. The clubhouse keys may not be transferred, even temporarily, to non-Shareholders or to Shareholder(s) not designated in the rental agreement.
    - vi. A Shareholder may not sponsor the rental of the facility to anyone that is not a Shareholder. The event must be given by the Shareholder for his/her own personal/family use. A Shareholder may not “hold a party” to accommodate a non-Shareholder.
    - vii. Shareholders are encouraged to set-up on the scheduled date of their event. Shareholders setting up on the day prior to the scheduled event date will be subject to an additional charge. The SAPC caretaker must be advised in advance of any deliveries and of the set-up schedule. The caretaker is not obliged to meet deliveries, although such arrangements can be made between both parties, if mutually acceptable.
    - viii. SAPC is not responsible for personal property left on the premises. Shareholder may arrange for additional insurance to protect specific concerns he/she may have relating to the event.
    - ix. Vendors engaged by Shareholders for such parties must be sufficiently insured.

- x. The SAPC facility must be restored to the same condition as it was found prior to the event (including moving chairs and tables back to their original positions.) Any expenses to repair damages that occur as a result of the event will be deducted from the security deposit.
- xi. Maximum capacity inside the clubhouse is [86]<sup>1</sup> people.
- xii. No commercial enterprises to be held at the club or on the grounds – e.g. yoga classes or summer camp.

**b. Fees for Rental of Facilities**

- i. Kids Party (12 years & under) \$100
  - ii. Adult party (15 persons or less, of which 90% of such persons are Shareholders) \$25
  - iii. Adult party (25 persons or less) \$50 plus a \$10 per guest fee
  - iv. Adult party (25 persons – 50 persons) \$100 plus a \$10 per guest fee
  - v. Adult party (51 persons – 86 persons) \$175 plus a \$10 per guest fee
  - vi. Security Deposit - (required for all rentals – refunded pending post party damage report) For parties up to 50 people using the inside of the clubhouse - \$500; For parties of over 50 using the inside of the clubhouse - \$1000.
  - vii. Payment is made in the form of cash or check made out to: SAPC.
  - viii. Event Coordinator will hold all checks for security deposit.
  - ix. An additional fee of no less \$100 shall be charged for set-up in advance of the scheduled date of rental, which amount shall be subject to increase at the discretion of the Board of Directors based on scope of set-up.
- c. Smoking is not permitted in the clubhouse or on the clubhouse deck. A fine of \$200 will be enforced against for violations of this rule, which may be deducted from any security deposit provided for rental.
- d. All clubhouse rentals include the exclusive use of the meeting room and kitchen, and non-exclusive use of the deck, bathrooms and the grounds in a manner that does not materially impede or disturb use by other Shareholders. Clubhouse rentals do not include use of the clubhouse outdoor audio system.
- e. During the pool season (generally Memorial Day weekend through mid-September), Shareholders may rent the clubhouse only when the pool is officially closed. Set-up inside the house may begin earlier, if agreed upon by the Board of Directors. Set-up should not materially interfere with other Shareholders use of SAPC facilities (e.g., significantly obstruct parking). The clubhouse and grounds must be restored to original state prior to pool opening the next day.
- f. During the off season (the months when the pool is closed), rental of facility is restricted only by the curfew (see below) imposed upon all gatherings.

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<sup>1</sup> To be updated based on final fire code capacity.

- g. Limitations on Organized Events: Use of the clubhouse for organized events is restricted by the Special Permit issued by the Village of Mamaroneck. Such restrictions include the following:
  - i. Shareholder private organized events and parties held inside the clubhouse shall end no later than 12:00p.m. on Fridays and Saturdays.
  - ii. Shareholder private organized events and parties held inside the clubhouse shall end no later than 9:00p.m. on Sunday – Thursday.
  - iii. All other organized events open to all SAPC Shareholders shall end no later than the time set forth in the SAPC Special Permit.

A copy of the Special Permit will be attached to the rental agreement to be entered into by the Shareholder sponsoring such organized event or party.

Failure to comply with the rental agreement and guidelines for Clubhouse rental may result in a loss of Shareholder good standing status.

**3. The SAPC facility may be rented after the following conditions are met:**

- a. Completion of the Facility Rental Application and submitting such application to the SAPC Director of Events or to the SAPC Board. Please note: We ask you submit your application at least two weeks in advance.
- b. Approval by the SAPC Board and/or Director of Events.
- c. Usage fee payment and deposit submitted to Director of Events and/or SAPC Board. (Deposit is refundable pending post party damage report.)
- d. Satisfaction of any other conditions specified by the Director of Events in connection with the Approval by the SAPC Board of Directors.

***All facility rental applications must be made with the SAPC Director of Events/or SAPC Board. The SAPC caretaker does not have the authority to approve or arrange facility rentals.***

**4. Special Considerations**

- a. TENTS can be erected if stakes are not used. Tents cannot be erected during the season if they interfere with the pool schedule. (As it usually takes several hours to erect a tent, they are rarely permitted during the summer season.)
- b. The POOL is not available for rental.
- c. DECORATIONS: Normal precautions should be considered. Wires and extension cords must be taped to the floor. The use of candles is discouraged unless candles are in sturdy glass or metal holders.
- d. TABLE AND CHAIRS: Folding tables and chairs are available for Shareholder use.
- e. MUSIC: No live or amplified music is permitted **outdoors** during organized events. Windows shall remain closed during organized events to prevent noise emanating from clubhouse interior.

- f. **KITCHEN:** The rental of the facility includes the use of the kitchen. All items must be removed from the kitchen at the end of the function.
- g. **CAPACITY:** All gatherings are limited in size within the clubhouse according to fire code. A maximum of [86]<sup>2</sup> persons are allowed within the building at any one time.
- h. **GATHERINGS OUTDOORS DURING POOL HOURS:** (See Grounds)
- i. **PARKING:** Only cars displaying SAPC stickers will be permitted to park on premises during pool hours.
- j. Any other issues may be discussed at time of rental inquiry.

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<sup>2</sup> To be updated based on final fire code capacity.

## **Non-Discrimination and Anti-Harassment**

SAPC is committed to maintaining an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. SAPC is committed to providing an inclusive and welcoming environment for all of our Shareholders, employees and vendors.

SAPC does not and shall not discriminate on the basis of race, color, religion or creed, gender, gender expression, pregnancy, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services.

SAPC is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion or creed, gender, gender expression, pregnancy, age, national origin, disability, marital status, sexual orientation, or military status.

Such discrimination or harassment violates SAPC policy and will not be tolerated. Shareholders and employees are encouraged to express concerns regarding any instances of bias at SAPC to the Board.