

Cape Cod Village Club



Cape Cod Village Club Governance Packet

May 28, 2022 Membership Approved Changes

----- *Revisions* -----

- Revised **June 14, 2022** for deferred and/or non-approved May 28, 2022 changes.
- Revised **September 24, 2022** to correct Governance Packet 10 (Cape Cod Village Club Land Use Rules and Regulations) Item 12 regarding Golf Carts (grammar).



Cape Cod Village Club

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Cape Cod Village Club

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(Previous years can be found on website on Archive
page)

Nottingham Agreement

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Utility Easements Sewer
Easement

CCVC Access Easement

A scenic photograph of a sunset over a body of water, with silhouettes of trees and a dock in the foreground. The sky is filled with vibrant orange, red, and yellow hues, transitioning to a darker blue at the top. The water reflects the colors of the sky.

Cape Cod Village Club

CCVC Right of Way to North beach

CCVC Access to Docks and adjacent property

CCVC Access to water

18. Insurance policies

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Directors and Officers policy

Cape Cod Village Club



1. Federal Laws
To be added at a later date

Cape Cod Village Club



2. New York State Laws
To be added at a later date

Cape Cod Village Club



3. Warren County Laws
To be added at a later date

Cape Cod Village Club



4. Town of Hague Laws
To be added at a later date

Cape Cod Village Club



5. Maps

To be added at a later date

Cape Cod Village Club



6. Cape Cod Village Club County Tax Maps

Cape Cod Village Club

Parcels can be viewed at <https://gis.warrencountyny.gov/mobile/>



Cape Cod Village Club



Cape Cod Village Club



7. Cape Cod Village Club **List of Lots with Owners and Covenants,** **Conditions, & Restrictions (CC&R)**

Cape Cod Village Club

| Tax Map Parcel # | Lot Number per Watts map 1960 | Property Owner(s) | Most recent deed that shows CC&R. Warren County Records Book and Page |
|------------------|-------------------------------|---|---|
| 43.13-1-38 | 22 | Anderson, Jennifer | 435-7 |
| 42.20-1-6.2 | Ragot Subdivision map | Lake George House, LLC (Atiyehs) | 471-430 |
| 43.13-1-32 | 14 | Aziz, Sultan M; and Aziz, Janet | 472-100 |
| 43.13-1-21 | 8 | Bambach, John C and Bambach, Lee Ann | 434-526 |
| 42.20-1-7 | Ragot Subdivision map | Best, Donald T; Best, Clare; Best, William T and Spano, Karen | 477-356 |
| 43.13-1-37 | 19 | 3 Cranberry Lane LLC (Borrello, Dennis) | 388-541 |
| 43.13-1-46 | 29 | Murdic Inc. (Brattlof, Muriel) | 431-178 |
| 43.13-1-43 | 30 | Brown Family Holdings, LLC | 403-561 |
| 43.13-1-23 | 6 | Paul Babson and Barbara Babson Living Trust | 447-439 |
| 43.13-1-40 | 34 & 35 | Kimberly Close Trust | 403-450 |
| 43.13-1-26 | 11 | Coleman, Bette J | 409-121 |
| 43.13-1-44 | 26 | Somerset at CCVC LLC. | 471-165 |
| 43.13-1-36 | 18 | Dougherty, George A and Dougherty, Patricia G | 498-111 |
| 43.13-1-27 | 12 | Feldman, Philip and Feldman, Kathleen | 617-710 |
| 43.13-1-35 | 16 | Ginty, Jane M | 1136-133 |
| 43.13-1-20 | 5 | Graham, Marjorie M; Mann, Carol and O'Donnovan Susan | 434-531 |
| 43.13-1-41 | 33 | Grasso-Lubeck, Carol R | 458-200 |

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| Tax Map Parcel # | Lot Number per Watts map 1960 | Property Owner(s) | Most recent deed that shows CC&R. Warren County Records Book and Page |
|------------------|-------------------------------|---|---|
| 43.13-1-24 | 6 | Lauren Gilchrest & Walter & Helen Hartl living trust | 400-192 |
| 43.13-1-39 | 21 | Haynes Living Trust | 442-31 |
| 43.13-1-33 | 15 | Hmelovsky, Michael W and Hmelovsky, Nancy W | 448-41 |
| 43.13-1-45 | 28 | Hodecker, John T | 399-264 |
| 43.13-1-47 | 31 & 32 | Imhoff Living Trust (Imhoff, Harry and Imhoff, Carol) | 473-455 |
| 43.13-1-18 | 25 | Keis, Barbara L Trust | 1015-61 |
| 43.13-1-31.2 | Red Mill | Kelly, Patricia and Dent, Robert | 469-231 |
| 42.20-1-8 | Ragot Subdivision map | Allan and Judith Korot Family Trust | 471-430 |
| 43.13-1-30 | 1 | Todd Lincoln & Sue Oneill | 461-424 |
| 43.13-1-42 | 30 | Jim and Nancy Hadley | 467-159 |
| 43.13-1-34 | 15 | McEwan, Jennifer and McEwan, John | 457-99 |
| 43.13-1-28 | 13 | Megow, Ludolf W and Fortier, Joann | 434-122 |
| 42.20-1-6.3 | Ragot Subdivision map | Michael Rizza | 471-430 |
| 43.13-1-22 | 7 | Rizza, Elizabeth K | 393-389 |
| 43.13-1-29 | 2 | Stanford Irrevocable Trust, George A (Stanford, George A) | 409-148 |
| 43.13-1-25 | 10 | Zahm, E Norbert Jr and Zahm, Patricia | 446-15 |
| 42.20-1-6.1 | Ragot Subdivision map | Spano, Michael W and Karen B. (No membership) | 471-430 |

Cape Cod Village Club

CCVC LOTS

| CCVC LOTS | | | |
|--------------|-----------------------|--|--|
| 42.20-1-6.4 | Ragot Subdivision map | Cape Cod Village Club 2.2 acres West of Rt 9N | |
| 43.13-1-31.1 | | Cape Cod Village Club 2.7 acres Greens / Roads / along brook / lot next to Haynes & Borello (aka "the triangle") | |
| 43.13-1-19 | | Cape Cod Village Club 1.52 acres Main Beach and Pump House | |
| 43.13-1-12 | N/A | Cape Cod Village Club .45 acres North Beach | |

Cape Cod Village Club



8. Cape Cod Village Club **Certificate of Incorporation**

Cape Cod Village Club

CERTIFICATE OF INCORPORATION

of

CAPE COD VILLAGE CLUB, INC.

Pursuant to the Membership Corporations Law

WE, THE UNDERSIGNED, for the purpose of forming a membership corporation pursuant to the Membership Corporations Law of the State of New York, hereby certify:

1. The name of the proposed corporation shall be CAPE COD VILLAGE CLUB, INC.

2. The purposes for which it is to be formed are:

A. to provide a safe non-profit swimming and boating place at Cape Cod Village, Hague, New York on Lake George; to establish, equip, maintain and operate recreational areas and playgrounds for children at Cape Cod Village.

B. to establish and impose regulations as to the use of the bathing beach, recreation area and boat dock at Cape Cod Village on Lake George.

C. to establish and impose regulations as to the use of all land located at Cape Cod Village.

D. to promote cooperation among the lot owners at Cape Cod Village and generally to provide for the mutual assistance, enjoyment and entertainment of such persons.

3. The territory in which its operations are principally to be conducted is the Town of Hague, County of Warren and State of New York.

4. The Town and County in which its office is to be located are the Town of Hague and County of Warren.

5. The number of its directors shall be not less than three nor more than ten.

6. The names and addresses of the directors until the first annual meeting are:

18547A

Cape Cod Village Club

| <u>Names</u> | <u>Addresses</u> |
|---------------------|--------------------------|
| E. Leslie Archibald | Hague, New York |
| Sara F. Austin | Hague, New York |
| Laura F. Archibald | Hague, New York |
| Willard F. Eastwood | Barrington, Rhode Island |

7. The meetings of the Board of Directors shall be held only within the State of New York.

8. All of the subscribers to this certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York. Of the persons named as directors, at least one is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed, and acknowledged this certificate, this 19th day of October, 1959.

E. Leslie Archibald,
Sara F. Austin,
Laura F. Archibald,
John F. Lawson,
Willard F. Eastwood

Caroline K. Simon
Secretary of State

Cape Cod Village Club

Miller R. Post
Justice of the Supreme Court

Dated: October 19, 1958

STATE OF NEW YORK

COUNTY OF

John F. Lawson, being duly sworn, deposes and says that he is attorney for the subscribers to the annexed certificate of incorporation, and that no previous application for the approval of the certificate by any Justice of the Supreme Court has ever been made.

Sworn to before me this

19th day of *October*, 1958.

Leona A. Cooke
Notary Public

LEONA A. COOKE
Notary Public - State of New York
No. 10591150
Qualified in Essex County
Commission Expires March 30, 1961

Cape Cod Village Club



9. **BYLAWS of CAPE COD VILLAGE CLUB, INC.**

A Not-For-Profit Corporation organized under the laws of the State of New York, adopted by the membership at the meeting of the Corporation on May 28, 2022.



Cape Cod Village Club

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ARTICLE I - CORPORATION

Section 1.1 Name of Corporation

This corporation shall be known as CAPE COD VILLAGE CLUB, INC. also referred to as CCVC.

Section 1.2 Definitions

For the purposes of this document, the following terms and their corresponding definitions shall apply:

1. "Cape Cod Village Club Inc. (CCVC)" shall be the name of the Homeowners Association which is referenced within these Bylaws.
 - a. CCVC Bylaws within this document shall apply to the property shown within the yellow boundary in the reference document "CCVC County Tax Maps" and lots listed in the Cape Cod Village Governance Packet reference document "Cape Cod Village Club CC&R Liber and Page by Tax Map Parcel "
 - b. Each lot will be equal to one (1) CCVC membership.
 - c. CCVC is comprised of 33 lots. Each lot represents a single membership and holds a single vote.
 - d. A membership can be represented by one (1) or several members who together hold a single vote.
2. "Owner" shall mean a person or entity that holds title to real property in Cape Cod Village Club, Inc. An owner can be an individual or individuals, a partnership, a trust, a limited liability company, a corporation, or any legally titled entity.
3. "Member" shall mean:
 - a. All individual(s) listed on the deed of the real property/lot within CCVC.
 - b. All partners in a partnership which owns real property/lot within CCVC.
 - c. All trustors and trustees of a trust which owns real property/lot within CCVC.
 - d. All corporate officers of a corporation which owns real property within CCVC.
 - e. All the members of a limited liability company which owns real property/lot within CCVC.
 - f. All legal owners of any legally titled entity of real property/lot within CCVC.

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4. "The Membership" shall refer to the legal representatives of all 33 properties in CCVC, as shown on the attached map and list of lots.
 - a) Each property/lot has one (1) membership.
 - b) Each membership is entitled to one (1) vote.
 - c) Any single member from a membership shall be entitled to vote at corporate meetings.
 - d) A current list of CCVC memberships shall be maintained by the secretary.

5. A "membership in good standing" is a membership that is current for all dues and special assessments and is in full compliance with the Governance Packet and Bylaws of Cape Cod Village Club, Inc., its attachments, the Covenants, Conditions & Restrictions (CC&Rs), rules and regulations, policies and procedures as established by the Board of Directors and approved by the membership.

6. "Rights and Privileges" of membership are described in the individual deeds, the Certificate of Incorporation, and these Bylaws as listed below:

Rights:

1. Each membership has the right to the use of:
 - CCVC beach areas;
 - CCVC recreational areas and playgrounds;
 - CCVC workshop;
 - CCVC owned boat docks and swim platforms;
 - CCVC roads;

2. Each membership has the right to an adequate water supply for domestic use from MidMay to Mid-October.

3. Each membership has the right to use any of the services provided in the Caretaker contract. Some services may incur additional charges which are the responsibility of the homeowner. (a copy of the contract can be found in the CCVC Governance Packet)



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4. Privileges:

1. Each membership has the privilege to vote at corporate meetings
2. Each membership has the privilege to be a Board member
3. Each membership has the privilege to join a committee or have a family member join a committee.

Section 1.3 Purpose of the Corporation (from the Certificate of Incorporation and individual property deeds)

The purpose of the corporation shall be:

1. To provide a safe non-profit swimming and boating place at Cape Cod Village, Hague, NY, on Lake George.
2. To establish, equip, maintain and operate recreational areas and playgrounds for children at Cape Cod Village.
3. To purchase, hold, and maintain in good condition all CCVC property.
4. To maintain the water supply system in proper operating condition for the use of members for a period commencing, weather permitting, Mid-May and ending Mid-October, or later at the discretion of the Board of Directors. The Corporation must have available a person qualified to operate the water system as required by law.
5. To establish, impose and enforce regulations with respect to the use of all corporate facilities.
6. To cooperate with the Lake George Park Commission, the New York State Department of Environmental Conservation and the State of New York and other state and local agencies for the preservation of the waters of Lake George and the lands and waterways adjoining the same.
7. To operate Cape Cod Village Club, Inc. in accordance with the laws of the State of New York, Warren County, and the Town of Hague, especially with respect to the water system and sanitary facilities.
8. To promote cooperation among owners in Cape Cod Village Club, Inc.



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ARTICLE II – MEMBERSHIP

Section 2.1 Membership Registration

Membership shall be limited to those persons identified in Section 1.2. sub-section (3) who meet the following conditions:

1. All **new owners** must register with the CCVC secretary by filling out and signing the following forms supplied by the CCVC secretary and paying the required fees at time of transfer of real property.
 - a. **CCVC Governance Packet Acknowledgment Form** which states all new property owners have received the CCVC Governance Packet and will abide by them.
 - b. **CCVC Owner/Membership Registration Form** which lists all property owners and their contact information.
 - c. Pay a **one-time Membership fee in the amount of 100% of current annual dues**, excluding transfers between family members.

If either the forms or fee is not submitted within 30 days of change of ownership, the membership could lose its status as a membership in good standing. This will be at the discretion of the Board.

The new owners are responsible to pay all current dues, special assessments and delinquent dues or fees.

2. All **current owners** must register with the CCVC Secretary by filling out and signing the following forms supplied by the CCVC Secretary and pay all fees owed at time of transfer of real property.
 - a. **CCVC Governance Packet Acknowledgment Form** which states the owner has received the current CCVC Governance Packet and will abide by them.
 - i. CCVC Governance Packet Acknowledgement Form must be filed whenever the Bylaws are revised.
 - b. **CCVC Owner/Membership Registration Form** which lists all property owners and their contact information.



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- i. A new CCVC Owner/Membership Registration Form must be filed whenever the deed to the property is changed.

- c. All owners are responsible to **pay all current dues, special assessments and delinquent dues or fees.**

If either one of the forms is not submitted within 30 days of change of ownership or revisions of Bylaws, the membership could lose its status as a membership in good standing. This will be at the discretion of the Board.

Section 2.2 Transfer of Real Property and Seniority

1. In the event of the sale of real property, the seller or sellers shall be automatically terminated as a member. The purchaser or purchasers of such residence or property becomes a member on the day of closing as long as the terms set-forth in Article II Section 2.1 are met.

2. Seniority, with two exceptions, will be determined by the date that a deed transfers ownership in CCVC.

Exceptions:

- a. When an existing owner exchanges for a different property within CCVC, his/her seniority will not change.

 - b. When ownership is transferred or modified and the previous owner remains an owner on the new deed, the seniority will not change.
3. Upon the death of a member, any remaining owners on the deed will retain their seniority.

 4. The CCVC secretary will compile a list of owner's seniority and provide copies annually.



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ARTICLE III - GOVERNMENT

Section 3.1 Board of Directors

The general management of the affairs, funds and property of the Corporation, and the safety, health and welfare of members, as it relates to their use of CCVC common assets, will be vested in the Board of Directors, who will be elected pursuant to Article V of these Bylaws.

The total number of Directors shall not be less than three (3) and not more than ten (10). At least three of these Directors must be officers. All board members shall be elected. The goal is to have a minimum of seven (7) Directors.

The selection of Directors is defined by the Certificate of Incorporation. (the “CCVC Certificate of Incorporation” can be found in the CCVC Governance Packet)

Section 3.2 Officers

The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer. An optional fourth officer will be a Vice President.



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ARTICLE IV – MEETINGS/PARLIMENTARY AUTHORITY

Section 4.1 Meeting Schedule

The Board of Directors will conduct at least one (1) Association meeting annually. The meeting will be held on the first Saturday after Labor Day. The meeting may be held in-person or through virtual methods (e.g., Zoom, Webex, etc.) or a combination of both. The Board may schedule additional general meetings.

The date of the annual Association meeting may be changed by the Board of Directors with notice to the membership. The new date shall not be more than fourteen (14) days from the date fixed for the meeting in the Bylaws.

Section 4.2 Special Meetings

Special meetings must have a membership quorum. At a special meeting, only the business specified in the notice of meeting will be considered and no other business unless all of the voting members present in person, or by proxy, consent. This meeting should be held within 30 days of the request.

A Special Meeting can be called by

- the **President** at any time
- upon request of **four (4) members of the Board of Directors**
- upon request of **nine (9) voting members, in good standing**, made to the Board of Directors in writing. Such notice shall list the 9 voting members, state the reasons for the meeting and any details of the business to be transacted.

Section 4.3 Quorum Definition

At all meetings of the Corporation, regular or special, a majority of all memberships in good standing, present in person or by-proxy, shall constitute a quorum.



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Section 4.4 Adjournment Conditions

If a quorum is not present at any meeting the presiding officer may adjourn the meeting to a specific day and hour, but such adjourned date shall not be more than fourteen (14) days from the date fixed for the meeting in the Bylaws. If the meeting is a regular meeting and not more than seven (7) days from the date fixed for such meeting by the notice, the meeting will be a special meeting.

Section 4.5 Meeting Notices

All notices of regular and special meetings, together with a proxy, shall be mailed or emailed by the Secretary to all member's addresses as they appear in the membership directory at least fifteen (15) days but not more than thirty (30) days before the date of the meeting.

If more than one person is an owner of a real property in Cape Cod Village Club, Inc., only one (1) notice will be sent to the owners of the real property.

Members will specify their preference between mailing or emailing for Cape Cod Village Club, Inc. correspondence. In the event no preference is specified, e-mail will be used. The secretary will maintain a mailing preference list.

Section 4.6 Question Procedure

All questions, where answers are not given in the Bylaws, shall be decided by a majority of all the memberships in good standing, present in person or by proxy.

Section 4.7 Officer Ballot Procedure

Election of officers and directors shall be by written secret ballot if there is more than one candidate. Write-in candidates will be considered.

Section 4.8 Voting Procedure

At any regular or special meeting, if a majority of all members in good standing, present in person or by proxy approve, any question may be voted upon in the manner provided for the election of officers and directors as specified in Section 4.7 of this Article IV. Voting may also be conducted in accordance with Roberts Rules of Order for open outcry.



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Section 4.9 Proxy

A member of CCVC who is entitled to vote at a meeting as provided in Section 1.2, subsection 4 of Article I, may vote by proxy. A proxy shall be in writing and is revocable at the pleasure of the member executing it. The proxy will be invalid after sixty (60) days from the date of its execution unless the duration of the proxy is specified otherwise.

Section 4.10 Order of Business

The order of business shall be as follows at all the meetings of the Corporation and Board of Directors:

1. Calling of the Roll.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Reading of minutes.
4. Receiving of Communications.
5. Election of Officers.
6. Reports of Officers.
7. Reports of Committees.
8. Unfinished Business.
9. New Business.

Any question as to priority of business shall be decided by the President or the presiding officer without debate.

The order of business may be altered or suspended at any meeting by a majority vote of the members present who are entitled to vote as specified in Section 1.2, subsection 4 of Article I.

Section 4.11 Board of Directors Meetings

Meetings of the Board of Directors shall be held at a time and place as determined by a majority of the members of the Board. Notice of regular or special meetings of the Board shall be given by the President or Secretary to each member, at least three (3) days prior to the date fixed for the meeting. The notice may be given verbally, or in writing.



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Section 4.12 Board of Directors Quorum

A majority of all Board of Director members, present in person, or virtually (e.g. electronic conference, phone, video, Facetime) shall constitute a quorum.

Section 4.13 Board of Directors Voting Procedure

At a meeting of the Board of Directors, each Director in good standing shall be entitled to one (1) vote. Votes must be cast in person or virtually. Votes may not be cast by proxy.

If more than one member from a single membership sits on the Board at the same time, they will only be allowed one (1) vote per membership.

A maximum of two members from the same membership are allowed to serve on the Board at the same time.

Section 4.14 Meeting Governance / Robert's Rules

The rules contained in the current edition of "Robert's Rules of Order Newly Revised" shall govern the Cape Cod Village Club, Inc., in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, the CCVC Governance Packet and any special rules of order the Corporation may adopt.



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ARTICLE V – ELECTION OF OFFICERS AND DIRECTORS

Section 5.1 Term

The Officers and Directors of the Corporation will be elected by the membership at the annual meeting for a two (2) year term, effective upon adjournment of the annual meeting. Each candidate for office must be a member in good standing of the CCVC and shall be nominated from the floor by recommendation of the Nominating Committee or by a member in good standing. Each voting member in good standing shall be entitled to one (1) vote for each officer position and one (1) vote for each director. The candidates receiving a majority of the votes cast will be declared elected. The total number of directors will not be less than three (3) and not more than ten (10). At least three of these Directors will comprise the President, Secretary and Treasurer. The goal is to have a minimum of seven (7) Directors.

A scenic photograph of a sunset over a body of water, with silhouettes of trees and a distant shoreline. The sky is filled with vibrant orange, red, and pink hues, transitioning to a darker blue at the top. The water reflects the colors of the sky.

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ARTICLE VI – VACANCIES IN OFFICE

Section 6.1 Board of Directors Vacancy

If a vacancy occurs among the officers or in the Board of Directors, the vacancy shall be filled for the unexpired term by the Board of Directors from the membership directory.



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ARTICLE VII – DUTIES AND POWER OF THE BOARD OF DIRECTORS

Section 7.1 Overall Duties

The Board of Directors shall have general charge and management of the affairs, funds and property of CCVC, and it shall carry out the purposes of CCVC according to the Certificate of Incorporation and CCVC Governance Packet. Board members are required to act in good faith and in the best interest of all members, to determine whether the conduct of any member violates the rules and regulations of the Corporation and to fix the penalty for such misconduct or any violation of the CCVC Governance Packet or rules and regulations as defined in Section 7.3 of these Bylaws.

Section 7.2 Specific Duties

In addition to any other duties imposed upon the Board of Directors by this Article or any Article of the Bylaws, the Board of Directors shall have the duty and responsibility of:

1. Making rules and regulations for the conduct of members, their families, renters and guests relating to the use of corporate property and facilities and equipment; and defining and limiting the rights and privileges of members, their families, renters, and guests in the CCVC Governance Packet. Such rules shall be approved by two-thirds (2/3) of all memberships in good standing at a regular or special meeting before they shall become effective.
2. Making and levying assessments against owners of residences or real property in Cape Cod Village for the purpose of paying taxes on corporate property and expenses for the management and operation of CCVC and the maintenance and repair of its property.
3. Reviewing and submitting a capital and operating budget for taxes, repairs, maintenance and administration expenses for the next year at the annual meeting to the membership for a vote to ratify the budgets. The budgets will be ratified with a majority vote of the memberships in good standing entitled to vote as provided in Article 1 Section 1.2, #4.
4. Maintaining and preserving the official records of CCVC in a safe and protected location.
5. Proposing any capital improvement, expense or repair in excess of FIVE THOUSAND (\$5,000.00) DOLLARS as a separate item in the budget. This budget item must be approved with the proposed method of financing by a majority of the voting members at a



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regular meeting or at a special meeting called for the purpose of considering such capital improvement and the method of financing it. In an emergency the board has the authority to budget and expend to remedy the emergency.

6. Arranging adequate insurance
 - for Officers and Directors
 - for damage or destruction of corporate property by fire or other casualty and
 - for liability protection over the corporate property and the members of CCVC relating to the use of corporate property or facilities.
7. Contracting for personnel to perform services required for the proper maintenance and operation of corporate property and the administration of CCVC and its facilities and affairs.
8. Appointing a Dock master and/or dock committee, who will have the duties of assigning members, guests and renters boat slips, oversee dock installation and removal, and coordinate dock repairs.

Section 7.3 Emergency Powers

The board will have the authority to enact or cancel temporary rules and regulations relating to the use of CCVC common assets in the event of an emergency. The enactment or cancellation of these temporary rules and regulations will align with policies set by Federal, State and Local government and will remain in place until the state of emergency is lifted or at the discretion of the board. These temporary rules and regulations will require a two-thirds vote of all the Board of Directors.

Section 7.4 CCVC Governance Packet Violations

In the event of a violation of the CCVC Governance Packet the following process will be used for enforcement.

- **Enforcement:** If a member is in violation of, or does not conform to, the Bylaws and Rules and Regulations of CCVC in the CCVC Governance Packet, notice of the violation will be submitted to the Board of Directors by any member. If the Board of Directors has reason to believe there may be a violation, written notice of the violation, providing reasonable detail of the nature of the violation will be forwarded to the member and



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delivered personally or by certified mail with return receipt. The member will, within ten (10) days of receipt of this notice, either resolve or initiate a solution to the alleged violation or request a hearing before the Board of Directors.

- **Hearing:** A hearing can be held in person or virtually, whichever is most appropriate. If the Board, following the hearing, determines that no violation has occurred, the member will be notified in writing and the matter will be discontinued. If, however, the Board determines that a violation has occurred, it will deliver personally or by certified mail with return receipt, notice of its finding to the member. The notice will specify in detail the finding of the Board, the reason for its determination, the steps it will require the member to take to cure the violation, and a reasonable timeframe for the member to cure the violation.
- **Curing of Violation:** If the violation continues after the time allowed for remediation has elapsed, CCVC, through its agents, may choose to suspend the offending member's voting rights and membership privileges, exercise the Right of Abatement, as defined in Section (2) below, and/or seek appropriate civil remedies.
- **Suspension of Rights:** If the violation continues after the time allowed for remediation has elapsed, CCVC, through its agents, may choose to suspend the offending membership's status of a membership in good standing.
- **Right of Abatement:** The Right of Abatement is the right of CCVC, through its agents, to take the actions specified in the notice to the member to abate, extinguish, remove, or repair the violation or take any other steps permitted by law to ensure that violations are corrected. The cost of this action, including reasonable attorneys' fees, together with interest will be a binding personal obligation of the violating member.
- **Civil Remedies:**
In the event the matter or the violation is pursued civilly through the courts and the member is found to have violated the CCVC Governance Packet, CCVC will be entitled to recover the total cost of disbursements including attorney's fees incurred in the litigation of this matter.



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ARTICLE VIII – DUTIES OF OFFICERS

Section 8.1 President

The President will be the chief executive officer of CCVC and will preside at all meetings of the corporation and of the Board of Directors and will appoint such Committees as the President or CCVC will consider expedient or necessary. Committee members will serve for a period of two (2) years. In addition to the above-mentioned duties and any other duties delegated to the President by the Bylaws, the President will have the following duties:

1. shall present at each annual meeting a report concerning the affairs of CCVC;
2. shall ensure that all reports as required by law are properly filed, maintained and retained;
3. shall be one of the officers, in addition to the Treasurer, who may sign checks on behalf of CCVC;
4. shall be a member, ex officio, of all Committees, except the Nominating Committee

Section 8.2 Absence of President

In the absence or disability of the President, the Vice President will perform such duties and may exercise all of the rights, powers and privileges conferred upon the President by the Certificate of Incorporation or the Bylaws. In the absence of both the President and Vice President, the Treasurer will preside and assume the duties of the President.

Section 8.3 Vice President

The vice president will act as a substitute for the president should they be unavailable for whatever reason. In cases of the president's absence, the vice president will oversee the rest of the board and association to ensure it continues to run smoothly.



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Section 8.4 Secretary

The Secretary will keep the minutes of all meetings of CCVC and of the Board of Directors and will give notice of all meetings of CCVC and of the Board of Directors in accordance with Article IV of the Bylaws. The Secretary will be the official custodian of all records and of the seal of the Corporation. In addition to the above duties and any other duties delegated to the Secretary by the Certificate of Incorporation or the Bylaws, the Secretary will have the following duties:

1. present to the membership at each membership meeting and at each meeting of the Board of Directors, any and all communications addressed to CCVC or any member of the Board of Directors.
2. attend to all correspondence of CCVC and perform all duties incident to the office of Secretary.

Section 8.5 Treasurer

The Treasurer will:

1. have the care and custody of all monies and securities of CCVC
2. deposit, in a financial institution designated by the Board of Directors, all monies received on behalf of CCVC
3. sign checks drawn on the corporate accounts
4. render to the Board of Directors and membership an accounting and report of the year's operation at the end of each fiscal year. The fiscal year is January 1 to December 31.
5. perform all other duties incident to the office of Treasurer

Section 8.6 Directors

Directors are elected to govern the common interest of the CCVC membership. The primary responsibilities of the Directors are to work with the Officers (also Directors) to manage the



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common areas, enforce the governing documents, manage the association's finances, and set policies to assist the operation of the association. These responsibilities must be performed in good faith, in a manner such director believes to be in the best interest of CCVC, including reasonable inquiry. Each director will also be assigned as a committee liaison to the Board.

Section 8.7 Signature Authority

The President, Vice President or Treasurer shall, on being so directed by the Board of Directors, sign on behalf of CCVC, all contracts or other instruments in writing.

Section 8.8 Monetary Compensation

No officer or Director shall by reason of such office be entitled to receive any salary or compensation from CCVC, but nothing herein contained shall be construed to prevent an officer or Director from receiving from CCVC compensation for services performed in a capacity other than as an Officer or Director.



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ARTICLE IX – FEES, DUES AND ASSESSMENTS

Section 9.1 Fees, Dues and Assessments

The Board of Directors may assess the owners of real property in Cape Cod Village Club, Inc., for the purpose specified in Section 7.2 of Article VII.

The owners of real property shall be liable for a proportionate share of such assessment, and if more than one person owns real property, such owners shall be jointly and severally liable for a proportionate share of such assessment.

The assessment shall be due and payable to Cape Cod Village Club, Inc. and sent to the Treasurer on such date as directed in the Notice of Assessment as sent to each owner.

Assessments paid fifteen (15) days late will be assessed a ten (10%) percent penalty. After sixty (60) days, the rights and privileges of a member may be suspended or revoked upon notification by the Treasurer of their delinquent status. However, if the Treasurer is notified by a member of personal hardship, no penalty may be assessed; but the member shall be expected to pay at a mutually agreed reasonable time. The Board of Directors shall be notified within ten (10) days if a member is in arrears.



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ARTICLE X – CCVC COMMITTEES

Section 10.1 Creating Committees

The CCVC President is responsible for identifying committees necessary to assist with the maintenance and operation of the CCVC community. The Board will charter these committees with their mission statement or purpose, budget, roles and responsibilities, decision-making abilities, limits of authority and timeframe if appropriate. Committees can be ad-hoc, assembled for a specific purpose and disband after that purpose is achieved or standing committees, that have constant tasks to fulfill and will exist for an indefinite period of time.

Section 10.2 Committee Structure

Each committee chartered by the Board must be composed of members or their family members who are in good standing. Each committee will have a chairperson who presides over committee meetings and handles the committee agenda, and a secretary who is in charge of taking and publishing the minutes of every meeting. These roles can be played by the same member and are assigned by the Board of Directors. Committee size will be determined by the nature of the committee work and available volunteers unless specified in the Bylaws. Committee members are volunteers from the CCVC community. The Board may remove members at their discretion. Each Committee will have a Board member who will act as a liaison to the CCVC Board of Directors.

Architectural Committee Composition: shall be composed of at least three (3), but no more than five (5) members, as determined by the chairperson, who shall be appointed for a term of two (2) years. No member of said Committee shall be entitled to any compensation for services rendered as a member of such Committee.

Section 10.3 Standing and Ad-hoc Committees

1. Bylaw Committee – Standing Committee

Purpose: ensure that the Governance Packet contains the fundamental principles that outline the purpose, structure and limits of CCVC, providing a foundation upon which the organization operates, clarifying the purpose of the organization and outlining the basic structure of the organization. The CCVC Governance Packet governs the internal affairs of CCVC and are an



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expansion of the Bylaws. They describe in detail the procedures and steps the organization must follow in order to conduct business effectively and efficiently. The committee reviews the CCVC Governance Packet to modernize language, modify/add content to ensure it is consistent with existing policies & procedures and to change language with changing guidance from the Board of Directors. The committee presents recommendations for CCVC Governance Packet changes to the Board who decide what to bring forward to the membership for a vote.

2. Budget/Finance Committee – Standing Committee

Purpose: reviews and finalizes the operating and capital budget in collaboration with the Board of Directors and recommends the budget for approval by the full Board. The Committee monitors the implementation of the budget and ensures that CCVC has a capital structure, including financing strategy and financial policies, that are efficiently optimized to cover CCVC expenses and cover financial risks.

3. Architectural Committee – Standing Committee

Purpose: reviews proposed alterations to existing residences and structures and the design of new residences and structures to strive for continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony. The committee presents the proposal with a recommendation to the Board to approve or deny the application.

Any member planning construction of a new home, a major remodel, renovation, or an addition or plans to construct or renovate any structure will be required to submit a set of plans to the Architectural Committee for review as outlined in the property deed and expanded on in the CCVC Governance Packet document “CCVC Architectural Rules and Change Guidance”.

4. Dock Committee – Standing Committee

Purpose: maintain, remove for winter and install in the spring all docks and dock related equipment. The Docks Committee/Dock Master assigns Docks to CCVC members and ensures all members using the docks adhere to all CCVC rules and regulations.

5. Building, Grounds, Water and Maintenance Committee – Standing Committee

Purpose: ensure grounds maintenance of all the CCVC common areas, roads, buildings, and water supply. Actively advise and assist the Board of Directors in fulfilling its responsibility to



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maintain the common areas, continuously improve service level and quality while optimizing operational reliability, efficiency and effectiveness.

6. Communications and Website Committee – Standing Committee

Purpose: responsible for developing, updating and monitoring CCVC communications policies, social networking accounts, websites, as well as recommending new ways to communicate with its members and other interested parties through alternative media. The committee may distribute general information announcements, publish newsletters, maintain the CCVC website and work with the board of directors on email blasts that support the mission, values and strategic goals of CCVC.

7. Rental Committee – Standing Committee

Purpose: process rental applications and advise CCVC members who rent of their responsibilities. The committee, composed of at least one renting member and optionally, non-renting members, will enforce the Covenants and other rules and regulations governing the short-term rentals of residential property.

8. Beach, Playground and Gardens Committee – Standing Committee

Purpose: in charge of overseeing the policies and procedures of the beach, playgrounds and gardens. Make recommendations to the board for equipment improvement and maintenance and beautify the common area with gardens.

9. Reasonable Accommodation Committee – Standing Committee

Purpose: communicate the policy and procedures to be followed and for processing reasonable accommodation requests for a reasonable accommodation due to a substantial medical restriction and/or disability as defined in Federal laws and guidelines.

10. Social/Entertainment Committee – Standing Committee

Purpose: organize social events for the CCVC membership/community. Plan, schedule and report on functions, events and social activities for the enjoyment of all residents and to foster a sense of community.

11. Nomination Committee – Ad-hoc Committee

Purpose: identify individuals qualified to become Board members and to recommend to the Board the director nominees for upcoming elections.



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ARTICLE XI – ARCHITECTURE CHANGE PROCESS

Section 11.1 Architecture Change Process

Any member planning construction of a new home, a major remodel, renovation, or an addition or plans to construct or renovate any structure will be required to submit a set of plans to the Architectural Committee for review.

The member must also submit an Architectural Application form along with a refundable deposit equal to \$1.00 per total square foot of new construction with a minimum refundable deposit of \$500.00 and maximum of \$2500.00. Any expenses the club would incur including but not limited to legal fees or site cleanup from construction or damage to club property or other members property are the responsibility of the applicant.

Expenses may be deducted from the deposit. Any remaining balance of the deposit will be refunded within 30 days of completion of the project, whose date is determined by the Board of Directors. Any expenses not covered by the deposit shall be due within 30 days of notice to the applicant that the deposit has been exhausted and additional expenses have or shall be incurred.

Examples of structures include, but are not limited to, sheds, carport, garage, fuel storage tank, fence, generator, or any other man-made artifact.

The member may be required to appear or to have their architect/builder present at an Architectural Committee hearing/meeting and a Board of Directors meeting for the purpose of explaining in detail, using their prepared plans, the following: size and overall dimensions, external structure and design changes, character, balance, scale/proportion and symmetry with the existing community and surrounding area. All plans must comply with the member's individual deed restrictions. The CCVC Governance Packet contains a reference to CC&R Liber and Page for each lot.

A member must submit plans, an architectural application, and deposit to the Architectural Committee. The member may also submit the same plans to the Town of Hague for town approval. Before any work on the Architectural application may begin, the member must have both Board of Director's approval and if required, the Town of Hague's approval for the same submitted plan. If a member begins work on the architectural project before both approvals are granted, the club may cease processing the application and may assess a fine of up to the maximum CCVC architectural application deposit (currently \$2500).



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The Architectural Committee shall review proposed alterations to existing residences/structures and the design of new residences/structures to ensure continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony. They will review the proposed application to see if it meets the requirements set forth in the Bylaws.

The Architectural Committee shall respond to the member who submitted the plans within 7 days, indicating all information required per the Bylaws has been received or letting the member know what additional information is required. If additional information is required, the Architectural Committee will have an additional 15 days to respond to the member once the additional information is received and deemed complete.

Once the Architectural Committee has determined an application is complete, as described in the Bylaws, the Architectural Committee shall notify the general membership within 15 days, providing details in order to solicit all members' input and concerns. The general membership can provide feedback within 30 days from receiving notification from the Architectural Committee.

The Architectural Committee will present all information for the plans, including members' input and concerns, with their recommendation to the Board of Directors within 15 days of completing the solicitation of all member's input. The Board of Directors will review the plans and members' concerns and will clarify any issues with the applicant.

The Board of Directors will approve or reject the plans within 15 days of the receipt of the information from the Architectural Committee. Written notification of the decision will be supplied by the Board of Directors to the applicant.

The approval will remain valid for a period of two years from date of approval. If construction does not begin within two years of approval, the board may review the plans to see if they adhere to any bylaw changes since approval.

The applicant must meet with at least two board members to discuss the construction process and how it relates to the Bylaws before construction can begin.

Exterior construction must be completed within two years of start of construction.

If the Architectural Committee and Board of Directors deny the building request of a member, the member has the right to appeal the decision to the general membership at the next

A scenic photograph of a sunset over a body of water, with silhouettes of trees and a distant shoreline. The sky is filled with vibrant orange, red, and pink hues, transitioning to a darker blue at the top. The water reflects the colors of the sky. In the foreground, there are dark silhouettes of trees and a small structure, possibly a boat house or dock.

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scheduled meeting or a special meeting. A final decision rendered by two thirds vote of the membership present and proxy shall rule.

Any building or any part thereof, constructed, altered or improved shall conform to the Bylaws as well as those rules and regulations as set forth by the Town of Hague and Warren County building codes and/or ordinances.



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ARTICLE XII - AMENDMENT OF CCVC GOVERNANCE PACKET AND BYLAWS

Section 12.1 Process

Proposed governance packet changes shall be presented to the Bylaw committee by membership or committee. The committee will make a recommendation to the Board for presentation to the membership. The Bylaws and Rules and Regulations may be amended or repealed during a meeting by an affirmative vote of not less than two-thirds (2/3rds) of all memberships in good standing, as provided in subdivision (4) of Section 1.2 of Article I of these Bylaws. Governance Packet changes to architectural guidelines, Reasonable Accommodation Rules, Rules and Regulations, and Rental Packet Rules must also be approved by two-thirds of all memberships in good standing.

Section 12.2 Notice

Members shall be given fifteen (15) days notice of any and all proposed changes in the Bylaws in accordance with the provisions of Section 4.5 of Article IV hereof.

Section 12.3 Review Frequency

The Bylaws are to be reviewed every four (4) years.

Section 12.4 Severability

Severability: invalidation of any section of these Bylaws or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

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10. Cape Cod Village Club **Land Use Rules and Regulations**

The logo for Cape Cod Village Club is centered at the top of the page. It features the text "Cape Cod Village Club" in a white, serif font, set against a background of a sunset over a body of water with silhouettes of trees and hills in the distance.

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1. Any cosmetic change to Corporate Property, i.e., pier area (whips, lifts) should be brought before the appropriate committee for approval.
2. No drinking of alcoholic beverages and beverages and food contained in glass containers on beaches or docks. Grills may be used, but no open fires are allowed in the beach area.
3. Children under 10 are not allowed to swim without supervision.
4. No running on docks and no diving in shallow areas.
5. Animals: Pets are not allowed on CCVC grounds or in cottages. One exception: Domesticated cats which are house bound are permitted in owner-occupied residences. Notwithstanding the above, CCVC abides by Federal, New York State and Town laws in regard to member service animals and emotional support animals. CCVC's Reasonable Accommodation Policy and Reasonable accommodation Form related to emotional support animals are found in the CCVC Governance Packet.
6. No crossing private property to North Beach. Use roadway from 9N.

The logo for Cape Cod Village Club is positioned at the top of the page. It features a scenic background of a sunset over a body of water with silhouettes of trees and hills. The text "Cape Cod Village Club" is overlaid in a white, sans-serif font.

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7. Seniority is not the only standard for the assignment of dock space. Dock space is assigned by dockmaster and/or Dock Committee based on size of boat, safety, and seniority. A Dock request form must be submitted to the Dock Master.
8. Only watercraft up to 16 feet may be launched at Club launch areas. If the watercraft is launched by a vehicle, it must be 4-wheel drive capable. Only members that are listed on the LGPC Launch Agreement may launch trailered boats from the CCVC launch ramp.
9. Boats are not to be used as sleeping quarters.
10. The workshop is for adult members. A key or combination to access the workshop by members is provided to membership by the Buildings Ground and Water committee.
11. Cars and trailers must be parked in designated areas and not on greens. No minibikes, snowmobiles, or camping vehicles to be used on CCVC grounds. All vehicles including golf carts must observe the 10 MPH speed limit.
12. Members with Golf carts or other LSV (Low speed vehicles) must have liability insurance to operate said vehicles on club property. Members must follow New York State golf cart laws. Minimum driver age for a golf cart is 14 years old. Members with golf carts



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must sign the CCVC Hold Harmless agreement found in the CCVC Governance Packet.

13. No boats larger than 22' in length.

14. Fishing

- a. Fishing is permitted on docks and at the Point.
- b. Children under 10 must be accompanied by an adult member.
- c. Exercise caution to avoid damage to property or other people.
- d. In the event that a dock or boat is damaged (e.g. hook in canvas, fishing line wrapped around outdrive, whip tangled), or a person is injured, immediately notify the Dock Master or Board Member, and as applicable, boat owner. Note item #15 below.

15. Members renting their homes must:

- a. Provide the Renter with the Renter's Agreement packet which can be found in the CCVC Governance Packet.
- b. Ensure the Renter understands, signs and returns the agreement to the Member.
- c. Forward a copy of the signed agreement to the Renter Committee prior to renting.
- d. Supply a copy of these rules to those people renting their homes.
- e. If their Renter requires a boat slip, the member must remove their boat in order to make room for their renter's boat as directed by the Dock Master or Board of Directors prior to the rental start date.

The logo for Cape Cod Village Club is a photograph of a sunset over a body of water. The sky is filled with vibrant orange, red, and yellow clouds, transitioning to a darker blue at the top. The water in the foreground is calm and reflects the colors of the sky. In the background, there is a dark silhouette of a forested hillside. The text "Cape Cod Village Club" is overlaid in white, sans-serif font across the upper portion of the image.

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16. Individual members will be responsible for any damage to CCVC, or personal property caused by themselves, their renters or visiting guests.
17. Personal Watercraft not allowed to be docked in deep water slip. A deep-water slip is a slip that a 16' or larger boat could utilize.

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11. Cape Cod Village Club **Rental Rules and Regulations**

A scenic photograph of a sunset over a body of water, with silhouettes of trees and a distant shoreline. The sky is filled with vibrant orange, red, and yellow hues, transitioning into a darker blue at the top. The water reflects the colors of the sky.

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RULES AND REGULATIONS FOR RENTERS AT CCVC

Owners and renters must abide by Town of Hague renting regulations found at <https://ecode360.com/13880179?highlight=rental,rentals&searchId=8711052825068684#13880179> and <https://townofhague.org/boards/town-board/str-info/> (attached for reference , check link for updates) as well as the Cape Cod Village Club Rules and Regulations listed below.

Since you are renting a house in a membership association, not a resort, several rules apply for safety reasons, and for respect to the club-owned property and members' personal property.

Roads and Parking

- 10 mph speed limit
- Park in the designated areas. Do not park additional cars or trailers on the lawns (we have many water and electric lines underground that are easily damaged). Also, do not park extra cars on the edge of the roads due to traffic issues and safety reasons.

Playground

- Children under age 10 must be supervised by an adult at all times
- All toys/playground equipment must be put away after use
- Treat equipment with respect so there is no damage
- Playground is closed at dark so people can have a quiet evening

Swimming and Beach Area

- Swimming only permitted between the designated swim lines
- Children under age 12 must be supervised by an adult at all times
- No glass bottles or containers permitted in beach area or docks
- No alcoholic beverages on the beach and docks
- Do not forcefully tip or rock the swim raft (the hardware and anchor line could become damaged and the raft can break away in storms)

Boats and Docks

- Renters must adhere to the following NY State and Lake George Park Commission boating regulations:
 - Lake George Boating Regulations: Rules & Regulations Specific to Lake George; www.nysparks.com/recreation/boating/documents/NYSBoatersGuide.pdf



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- Any boat with a 10hp or more motor must have a current state registration and must also be registered on Lake George with the LGPC (they patrol heavily). You may register it for approximately \$30 at Dockside Landing in Hague (5 minutes from CCVC)
- Launch motorized boats at the Hague town dock only
- Small, non-motorized boats may be launched at the designated launch in CCVC
- Motorized boats/personal watercraft must be kept in your house's designated slip unless other arrangements have been made with the Dockmaster
- PWCs cannot occupy deep water dock slips
- PWC operators must be at least 14 years old and have a valid NYS PWC boating safety certificate
- All persons on a PWC must wear a life vest
- All children under age 12 must wear a life vest as well as anyone being towed behind a vessel
- No boats in the swimming area
- No sleeping overnight on boats
- No running on, or diving off the docks
- All boats/kayaks on CCVC grounds are privately owned and not for renter's use

Other

- No RV's or campers, weapons of any sort, fireworks or firecrackers, dogs or any kind of pets, or loud parties

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12. Cape Cod Village Club **Architectural Rules and Change Guidance**

A scenic photograph of a sunset over a body of water, with silhouettes of trees and a distant shoreline. The sky is filled with vibrant orange, red, and pink hues, transitioning to a darker blue at the top. The water reflects the colors of the sky.

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ARCHITECTURE APPLICATION PROCESS

1. Applicant submits plot plans with a survey showing lot with all structures visible. Examples of structures include but are not limited to tanks, generators, garages, carports, fences and any other man made artifact.
2. Applicant must submit architectural drawings showing all exterior views with measurements. The views should include doors, windows, trim, siding and colors.

CRITERIA TO MEET

The architectural criteria to meet, depends on the lot location and associated size. Section "EAST OF 9N" (below) describes the criteria for all lots, excluding lots 1, 2, 3 and 4 to the west of NY State Route 9N. Section "WEST OF 9N" (below) identifies the criteria for lots 1, 2, 3 and 4 to the west of NY State Route 9N.

EAST OF 9N

Criteria for development, excluding lots 1, 2, 3, and 4, west of NY State Route 9N (as described in Map of a proposed subdivision for Robert Ragot, Situate in Town of Hague, County of Warren, State of New York, dated 5 February 2013):

1. Maximum height of 22 feet. This measurement is made from 8 inches above the existing grade, or the top of the existing foundation (whichever is higher), to the top of the highest roof peak.
2. The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following ARE considered part of the footprint: residence, porches (covered or uncovered), decks (covered or uncovered), covered stoops, bays, bulkhead doors, and all other covered areas (unless specified otherwise). The following ARE NOT considered part of the footprint: sheds, garages, carports, uncovered stoops and ground level patios.
3. Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds or any other outbuilding.

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4. The design of new or renovated structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in the Club as determined by the Board of Directors.
5. Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.

WEST OF 9N

Criteria for development on lots 1, 2, 3, and 4 west of NY State Route 9N (as described in Map of a proposed subdivision for Robert Ragot, Situate in Town of Hague, County of Warren, State of New York, dated 5 February 2013) is shown below. Note: Lot 1 shall also comply with the Ragot agreement, dated 25 March 2013, on file with the Secretary.

1. Maximum height of 25 feet. This measurement is made from 8 inches above the existing grade to the top of the highest roof peak.
2. The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following ARE NOT considered part of the footprint: porches (covered or uncovered), decks (covered or uncovered), stoops (covered or uncovered), bays, bulkhead doors, sheds, garages, carports, patios (ground level or raised) and all other covered or uncovered areas other than the main living structure.
3. Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds or any other outbuildings.
4. The design of new structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in the Club as determined by the Board of Directors. Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.
5. The lot to be developed must be a minimum size of 1.1 acres.
6. Any structure to be built must adhere to a front, back and side setbacks defined by either the town or deed restrictions, whichever is more restrictive.



Cape Cod Village Club

EXISTING STRUCTURES

Structures in existence on August 1, 1993, that do not conform to the architectural restrictions imposed herein shall be allowed to exist. If, however, said nonconforming structures are removed from the property voluntarily or are destroyed by fire or some other casualty, the replacement structure shall be designed to conform to the architectural standards set forth in these Bylaws.

RESTRICTIONS

1. There is to be no major construction which would be disruptive to the peace/tranquility and character of the other homes and property from July 3rd through the day after Labor Day. This restriction may be exempt when the home or property requires immediate work due to fire, weather or other unforeseen events that expose the home or property to further damage. Approval to exempt this restriction requires a majority vote by the Board of Directors. Major construction includes, but is not limited to excavation work, roofing, siding, masonry work, repetitive interior or exterior nailing or sawing, prolonged pressure washing, major tree work. Construction equipment should be removed from the job site during the months of July and August and the site should be cleaned up. Construction equipment includes, but is not limited to, heavy equipment, construction trailers, scaffolding, and storage containers. Supplies and material should not block neighbors view and should be covered. Normal maintenance procedures such as lawn mowing, weed trimming, hedge trimming, minor landscaping, cutting firewood, short term pressure washing, painting, minor non-repetitive nailing and sawing are permitted.
2. Work in general on grounds or external home repair, cannot begin before 8:00 A.M. and must end by 8:00 P.M.

CHANGES TO ARCHITECTURAL APPLICATIONS

There shall be no changes in the plans once they have been approved unless the member and/or architect/designer/builder appears before the Architectural Committee and the Board of Directors to provide a clearly defined description of change(s). The Board of Directors then approves changes. A written notice of change(s) will be prepared by the Board of Directors and distributed to the general membership.



13. Cape Cod Village Club
Reasonable Accommodation Policy

Reasonable Accommodation Policy

The Federal Fair Housing Act (the “FHA”) and New York State and local fair housing laws require that Reasonable Accommodations be made for individuals who are affected by disabilities. Cape Cod Village Club, Inc. (the “Association”) is committed to granting Reasonable Accommodation (RA) when necessary to afford Members affected by disabilities the equal opportunity to use and enjoy their dwelling at the Association.

Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Reasonable Accommodations may include waiving or varying the Association rules or policies to allow Members to request Reasonable Accommodations that are necessary for the Member affected by a disability to have an equal opportunity to use and enjoy their dwelling at the Association.

If a Member affected by a disability requests a Reasonable Accommodation, the Association must determine whether the accommodation is necessary to allow that Member an equal opportunity to enjoy their dwelling at the Association. The Association will not ask about the nature or severity of a person’s disability.

At times, both the disability and the accommodation are obvious. If this is the case, upon completion of the CCVC Reasonable Accommodation Form with required accompanying documentation (e.g. proof of current rabies vaccination, etc) no further inquiry will be made and the Association will grant the Reasonable Accommodation.

In the case where the disability or the accommodation are not obvious, the Association requires submission of the CCVC Reasonable Accommodation Form which includes, among other documentation, a written statement from a health care professional indicating that the person has a disability, in addition to the following:

(a) The Association is entitled to obtain information that is necessary to evaluate if a requested Reasonable Accommodation may be necessary because of a disability.

If a person’s disability is obvious, or otherwise known to the Association, and if the need for the requested accommodation is also readily apparent or known, then the Association may not request any additional information about the person’s disability or the disability-related need for the accommodation.

If the person’s disability is known or readily apparent to the Association, but the need for the accommodation is not readily apparent or known, the Association may request only information that is necessary to evaluate the disability-related need for the accommodation.

(b) The Association may not ordinarily inquire as to the nature and severity of an individual's disability. However, in response to a request for a Reasonable Accommodation, the Association may request reliable disability-related information that

(1) is necessary to verify that the person meets the FHA's definition of disability¹;

(2) describes the needed accommodation; **and**

(3) shows the relationship between the person's disability and the need for the requested accommodation.

Once the Association has established that a person meets the FHA's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the Reasonable Accommodation is needed because of a disability.

In processing a request for a Reasonable Accommodation, the Association will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the request. Such measures may include limiting access to such information to persons specifically designated to deal with requests for Reasonable Accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

It is the responsibility of the Member affected by a disability to inform the Association as to the need for a Reasonable Accommodation, and to request a Reasonable Accommodation and to provide any required documentation. A Member affected by a disability must request a Reasonable Accommodation in writing. To that end, the Association has a "Form to Request a Reasonable Accommodation" (in the CCVC Governance Packet) which is used to request a Reasonable Accommodation.

If the Member requires assistance in completing the attached form, the Association's Reasonable Accommodation Coordinator, or his or her designee, will provide assistance or will fill out the form based on an oral request. The Association is using the form to record Reasonable Accommodation request(s) so that we obtain only the information necessary to make Reasonable Accommodation determination and do not obtain confidential information that we do not need to make a Reasonable Accommodation decision.

The term of an approved request will be one year from approval date. Thirty days prior to expiration date, the Member must notify the Association's Reasonable Accommodation Coordinator, in writing, of their desire to renew the request for one additional year. The extension request may require updated documentation.

Once a completed initial or renewal request with all required documentation is received, the Association will provide a response within fourteen (14) days.

¹ Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment.

Prior to denying any request (initial or renewal), the Association will attempt to engage in an interactive process with the Member making the request, in which the parties will discuss possible alternative accommodations that might effectively meet the disability-related needs. The Association recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a Member affected by a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint² with:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity
451 Seventh Street SW Washington, DC 20410
(800) 669-9777

New York Regional Office of FHEO 26 Federal Plaza, Room 3532 New York, New York 10278
(212) 542-7519
(800) 496-4294

Buffalo Office:

Lafayette Court 465 Main Street Buffalo, New York 14203 (716) 846-5785 Toll Free Number:
(800) 496-4294

All individuals, including those with and without disabilities, are required to conduct themselves in a civil and courteous manner at all times, as is reasonable among neighbors living in close proximity to one another. This requires everyone recognize and respect the federally protected rights of those with disabilities, and all individuals with disabilities to recognize and respect the rights of others and their expressed health and safety concerns. All individuals are therefore required to cooperate with each other to resolve any issues that may arise regarding such rights.

The Association also requires all Reasonable Accommodations be in compliance with applicable New York State or local laws, including any New York State or local building code requirements.

² See also [HUD's Office of Fair Housing and Equal Opportunity \(FHEO\) website](#)



14. Cape Cod Village Club
Governance Packet Forms

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Cape Cod Village Club

CURRENT MEMBERSHIP FORM

Cape Cod Village Club, Inc.

Member's Last Name: _____ First Name (s) _____

Home Address: _____

Home Phone Number: _____

Alternate Numbers:

cell work number _____ name _____

cell work number _____ name _____

CCVC Address: _____

CVCC Phone Number: _____

Email Address: Name: _____ Email Address: _____

Name: _____ Email Address: _____

Name: _____ Email Address: _____

Cape Cod Village Club

Mode of Communication for Official CCVC Information (Meeting Minutes, Membership Dues, Dock Space):

Email Mail

NEW MEMBERSHIP FORM

Tax lot number: _____ (Will be filled in by CCVC Board)

Name as it appears on deed: _____

The property is owned by: Individuals Trust Partnership Corporate

Limited Liability Company (LLC) Other (specify): _____

CCVC Address: _____ Hague, New York 12836

CCVC Mailing Address (if different from above address): P.O. Box _____ Hague, New York 12836

CCVC Phone Number: _____

Who is the membership representative: _____

Do you want your spouse to be a member: Yes No N/A

Owner Names: (list all individuals, partners, trustees, members of LLC, corporate officers with titles and contact information)

First Name _____ Last Name _____ Title _____

Address _____

Town _____ State _____ Zip Code _____

Phone # _____ home cell Alternate # _____ cell work

Email _____

Would like to receive CCVC notifications yes no If yes, preferred method: email U.S. mail

First Name _____ Last Name _____ Title _____

Address _____

Town _____ State _____ Zip Code _____

Phone # _____ home cell Alternate # _____ cell work

Email _____

Would like to receive CCVC notifications yes no If yes, preferred method: email U.S. mail

First Name _____ Last Name _____ Title _____

Address _____

Town _____ State _____ Zip Code _____

Phone # _____ home cell Alternate # _____ cell work

Email _____

Would like to receive CCVC notifications yes no If yes, preferred method: email U.S. mail

First Name _____ Last Name _____ Title _____

Address _____

Town _____ State _____ Zip Code _____

Phone # _____ home cell Alternate # _____ cell work

Email _____



Cape Cod Village Club

Would like to receive CCVC notifications yes no If yes, preferred method: email U.S. mail
Attach additional pages if needed for additional names

CURRENT MEMBER ACKNOWLEDGEMENT FORM

*Cape Code Village Club Inc.
Hague, New York 12836*

**ACKNOWLEDGEMENT and AGREEMENT TO ABIDE BY THE REVISED
CCVC Governance Packet and BYLAWS**

Date:

From: Cape Cod Village Board of Directors To: Cape Cod

Village Club Member

Dear Cape Cod Village Member:

Regarding the following Cape Cod Village Club Governance Packet and Bylaw Changes effective May 28, 2022:

I hereby acknowledge the receipt and agree to abide by the revised May 28, 2022 Cape Cod Village Club Governance Packet and Bylaws. Please complete and send this letter of acknowledgement and agreement to prior to MM/DD/YYYY to Cape Cod Village Club Secretary: Pat Dougherty at patgdough@gmail.com.

CCVC Members Name: _____

CCVC Members Signature: _____

Date: _____

NEW MEMBER ACKNOWLEDGEMENT FORM

*Cape Code Village Club Inc.
Hague, New York 12836*

Purchase/Sale of Property in Cape Cod Village Club, Inc.

We _____, the purchasers of property in Cape Cod Village Club, Inc. have received a copy of Cape Cod Village Club's latest Governance Packet and Bylaws from the seller, have read and agree to abide by them.

Purchasers:

Name: _____

Home Address: _____

Telephone Number: _____

Cell Phone Number: _____

E-Mail Address: _____

Signature: _____

Date: _____

Sellers:

Name: _____

Signature: _____

Date: _____

Please complete this form and return to the President of Cape Cod Village Club, Inc. before completion of the sale of property.

Cape Cod Village Club

DOCK REQUEST FORM

Date: _____ Season Year: _____

General

Member Name: _____

If you need a dock slip or in water wave runner rack for this year, please return this completed form by May 1, to Dock Master (Dan Korot; korotdp@yahoo.com; or 8 Tomahawk Rd, Queensbury, NY 12804).

If no form is received, CCVC will assume you do not need a dock slip, wave runner rack, or access to the CCVC launch.

Primary Boat

| | |
|-----------------------------|--|
| Boat Owner name | |
| Boat Length (22' max) | ft |
| Boat Type | |
| Same slip as last year? y/n | |
| Whole Season | (circle <u>Whole</u> or <u>Partial</u>) |
| Partial Season | From (mm/dd): To (mm/dd): |

Second Boat (\$700 additional fee if approved)

| | |
|-----------------------------|--|
| Boat Owner name | |
| Boat Length (22' max) | ft |
| Boat Type | |
| Same slip as last year? y/n | |
| Whole Season | (circle <u>Whole</u> or <u>Partial</u>) |
| Partial Season | From (mm/dd): To (mm/dd): |

Notes:

- Dock assignments are based on membership seniority with boat size, safety and usage considered.
- Whips are required on the North beach
- Whips or boat lifts are required on the point docks
- 2nd boat dock assignments are allocated after Memorial Day weekend following primary assignments. 2nd Boats may have to be removed during the season if a member who doesn't have a primary boat slip requires one.
- In 2021, CCVC had 26 deep water slips with 24 primary boats and 2 secondary boats

Personal Watercraft (PWC) - wave runners and Jet Skis

NOTE: Wave runners cannot occupy deep water slips

| | | | |
|---|------------------------|------|----------------------------|
| 1. Do you own a PWC (y/n)? | 2. | 3. N | 4. How Many? |
| 5. Is the PWC in the water when | 6. you are at the lake | | 7. you are not at the lake |
| 8. Will you use an in-water cradle for the PWC? | 9. | 10. | 11. |

Cape Cod Village Club Launch

| | |
|---|--|
| Do you wish to use the CCVC launch (y/n)? | |
| Make of launch boat | |
| Model of launch boat | |
| Length of launch boat | |
| Year of launch boat | |
| Color of Launch boat | |
| Reg # or Hull # of boat | |

NOTES:

- If you have a 16 foot or less trailered boat or PWC and want to launch it from the Club launch you must be listed on the CCVC launch agreement and only use the boat in Lake George.
- Do not launch trailered boats from any beach.
- If you have a small boat (sunfish, canoe or similar) without a motor or trailer, you can obtain a key for the launch from the dock committee.



Cape Cod Village Club

Renters

- If you plan to rent your house with a boat slip, you must remove your boat and let the renter use your slip.
- If you plan to rent your house and do not have a boat slip assigned for 2022, the Dock Master will assign on to you for the duration of the rental.
- Please instruct renters to use the assigned slip only, not to use any available boat slip.
- Renters are not allowed to launch boats from a trailer at CCVC by order of the LGPC.
- All boats that utilize club facilities must have liability insurance, be registered with LGPC and registered in their home state.
- The renter must submit this dock request form with their rental agreement and must contact the Dock Master or a member of the Dock Committee upon arrival.

ARCHITECTURAL APPLICATION FORM

Name of applicant : _____

Mailing address of applicant: _____

Phone number of applicant: _____ Cell: _____

Email address: _____

Note: Please see attached bylaws, deed restrictions and time schedule for a guide.

Date original application was sent in? ____/____/____

Type of application:

New home _____ Addition _____ Garage _____ Shed _____ Carport _____ Porch _____

Deck _____ Fence _____ Storage Tank _____ Generator _____ Other _____

Describe other _____

Paperwork submitted:

- Survey map with plot plan. Before and after. Complete Yes ___ No _____
- Plans showing all exterior views with measurements. Complete Yes ___ No ___
- Copy of deed with deed restrictions or reference to which deed lists restrictions.
Yes _____ No _____

Criteria to meet:

- Maximum height of 22 feet. Measured from top of existing foundation, allowing for min of 8" of foundation showing above existing grade.
- Maximum height of proposed plan _____.
- Maximum footprint of first floor not to exceed 1400 square feet, including porches, decks, bays, and covered areas.
- Total square footage of proposed footprint _____.
- Existing setbacks or if total tear down and rebuild must meet setbacks pertaining to the property deed restrictions.
- Existing minimum front setback _ Proposed front set back _____
- Existing minimum back setback _ Proposed back set back _____
- Existing minimum side 1 set back Proposed side set back _____
- Existing minimum side 2 set back _____ Proposed side setback _____
- Deed restriction setback 8' _____ 20' _____ other _
- 20 foot setback waiver requested or approved in the past? Yes ___ No
- * Release of Restriction



Cape Cod Village Club

- Must provide for continuity of the character and integrity of CCVC and continued aesthetics and harmony existing therein.
- The design shall be consistent with the character, balance, scale/proportion and symmetry with existing community and surrounding area.
- The member agrees to submit plans to the Architectural Committee and will wait for Board of Director's approval before seeking town approval as required in the bylaws and in the members deed.

Applicant signature

Date

CCVC Arch Committee & Board Schedule Re Architectural Plans

| | | | |
|---|--|------------------------------|---|
| <u>Step 1</u> | Applicant presents architectural plans. | <u>Date presented</u> | |
| <u>Step 2</u> Within 30 days | Arch Comm responds to applicant. Informs applicant either | <u>Due date</u> | |
| After step 1 | (A) All required info is received OR (B) what additional info is required. | | |
| <u>Step 3</u> Within 30 days Additional | Arch Comm responds to applicant after additional info is received. | <u>Due date</u> | |
| <u>Step 4</u> Within 60 days | Arch Comm notifies all members, provides details. | <u>Due date</u> | |
| After step 2 OR After step 3 | Arch Comm solicits input and concerns. | <u>Due date.</u> | |
| <u>Step 5</u> Within 30 days | Arch Comm recommendation to Board. | <u>Due date</u> | |
| After step 4 | | | OR border-bottom: 1px solid black; |
| <u>Step 6</u> Within 30 days | Board notifies applicant in writing. | <u>Due date</u> | |
| After step 5 | | | OR border-bottom: 1px solid black; |

RENTAL PACKET

1. Members must have their renters complete the following attached documents:

- a. Application
- b. Release, Waiver of Liability and Hold Harmless
- c. Public Health Emergency Form¹

If the renter has a boat they must also include:

- d. Dock Request form
- e. Proof of liability insurance for their boat

2. Members send applicable signed documents to the Rental Committee chair at least one week² prior to the rental period. (Electronic submission preferred)

Rental Committee Chair - Karen Spano (kbspano@yahoo.com)
77 Cedar Lake West
Denville, NJ 07834

3. To facilitate the rental experience for first-time renters of CCVC, or those who have not benefited from family or friends owning within CCVC, the renter should not hesitate to contact a member of the [Rental Committee](#) or [Board member](#) with any CCVC-specific questions that cannot be immediately addressed by the owner of their rental property.

4. Upon arrival with a boat, prior to launching, the Renter must contact the [Dockmaster or a member of the Dock Committee](#).

5. Members need to provide the Rental Chair a copy of their homeowners' liability insurance policy declarations page (details type/level of insurance coverage) and use their best efforts to obtain a certificate of insurance naming Cape Cod Village, Inc. as additional insured prior to the rental period. The owner's insurance company must be aware that the property is being rented. Failure to provide the above required documents prior to the arrival of the renter will result in the renter not being able to use CCVC facilities, including the beach areas and docks. A fee up to \$500 will be assessed to the owner if the owner rents his/her house and fails to provide the documentation outlined above or if the renter does not abide by the rules and regulations.

6. Members must comply with relevant Town, County, State and Federal Regulations. In particular, this currently includes [Section 160-61 of the Town of Hague Code](#), posting of the [Tenant Information Form](#), and the [Warren County Short-term Rental Bed Tax](#).

¹ If applicable at the time, a public health emergency form may be required for compliance with any local, county, state and federal guidelines related to the public health emergency.

² If rental includes a boat, submission one month prior is preferred to allow Dockmaster adequate time for appropriate boat slip assignment.

RULES AND REGULATIONS FOR RENTERS AT CCVC

Owners and renters must abide by Town of Hague renting regulations found at <https://ecode360.com/13880179?highlight=rental,rentals&searchId=8711052825068684#13880179> and <https://townofhague.org/boards/town-board/str-info/> (attached for reference , check link for updates) as well as the Cape Cod Village Club Rules and Regulations listed below.

Since you are renting a house in a membership association, not a resort, several rules apply for safety reasons, and for respect to the club-owned property and members' personal property.

Roads and Parking

- 10 mph speed limit
- Park in the designated areas. Do not park additional cars or trailers on the lawns (we have many water and electric lines underground that are easily damaged). Also, do not park extra cars on the edge of the roads due to traffic issues and safety reasons.

Playground

- Children under age 10 must be supervised by an adult at all times
- All toys/playground equipment must be put away after use
- Treat equipment with respect so there is no damage
- Playground is closed at dark so people can have a quiet evening

Swimming and Beach Area

- Swimming only permitted between the designated swim lines
- Children under age 12 must be supervised by an adult at all times
- No glass bottles or containers permitted in beach area or docks
- No alcoholic beverages on the beach and docks
- Do not forcefully tip or rock the swim raft (the hardware and anchor line could become damaged and the raft can break away in storms)

Boats and Docks

- Renters must adhere to the following NY State and Lake George Park Commission boating regulations:
 - Lake George Boating Regulations: Rules & Regulations Specific to Lake George; www.nysparks.com/recreation/boating/documents/NYSBoatersGuide.pdf
- Any boat with a 10hp or more motor must have a current state registration and must also be registered on Lake George with the LGPC (they patrol heavily). You may register it for approximately \$30 at Dockside Landing in Hague (5 minutes from CCVC)
- Launch motorized boats at the Hague town dock only
- Small, non-motorized boats may be launched at the designated launch in CCVC



Cape Cod Village Club

- Motorized boats/personal watercraft must be kept in your house's designated slip unless other arrangements have been made with the Dockmaster
- PWCs cannot occupy deep water dock slips
- PWC operators must be at least 14 years old and have a valid NYS PWC boating safety certificate
- All persons on a PWC must wear a life vest
- All children under age 12 must wear a life vest as well as anyone being towed behind a vessel
- No boats in the swimming area
- No sleeping overnight on boats
- No running on, or diving off the docks
- All boats/kayaks on CCVC grounds are privately owned and not for renter's use

Other

- No RV's or campers, weapons of any sort, fireworks or firecrackers, dogs or any kind of pets, or loud parties

RENTER APPLICATION

Member's Name _____

Renter's Name _____

Renter's Home Address _____

Home Phone () Cell Phone ()

Dates renting From: _____ To: _____

How many people in your group will be staying overnight? _____

(Per town of Hague regulations, occupancy is limited to two people per bedroom plus two additional people)

Renters are allowed to have an additional two people per bedroom as day guests. (example: A twobedroom house may have 6 overnight occupants plus an additional 4 people as day guests.)

Are you bringing a boat or personal watercraft (PWC) (jet ski)? YES / NO

(Maximum boat length allowed is 22 feet). If yes, you must fill out the attached Dock Request form.



Cape Cod Village Club

I understand and agree to follow the rules and regulations for renters at CCVC provided in this agreement. I also understand that if I, my family or any of my guests do not follow these rules we may not be allowed to rent in CCVC again.

Renter's Signature

Date

Name Printed

Member's Signature

Date

Name Printed

RENTER - CCVC RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS

1. In consideration for renting a house (the "Rental Property") at Cape Cod Village Club, Inc. ("CCVC") from one of its members and for being permitted by CCVC to have access to and to use the following facilities at CCVC: a) the north and south beach areas; b) the recreation and playground areas; c) CCVC buildings and boat docks; and d) the recreational equipment located at CCVC (collectively, the "CCVC Facilities"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EACH CCVC, its members, directors, officers, agents and representatives (hereinafter referred to individually, as a "RELEASEE" and collectively, as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury sustained by me, my family members or invitees or to any property belonging to any of such persons, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES or otherwise, while occupying or using the Rental Property or the CCVC Facilities.
2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from and against any and all loss, liability, damage or costs, including court costs and attorney's fees, whether for personal injury or to property, arising from the occupancy or use of the Rental Property or the CCVC Facilities, by me, my spouse, my family members, our guests and invitees WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RELEASEES.
3. It is my express intent that this Release, Waiver of Liability and Hold Harmless shall bind and apply to my spouse, my family members, our guests and invitees as well as my and their heirs, assigns and personal representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
4. WITHOUT LIMITING THE FOREGOING TERMS HEREOF, I UNDERSTAND THAT CAPE COD VILLAGE CLUB, INC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURIES SUSTAINED by myself, my spouse, family members, relatives, guests or invitees on or using the Rental Property or the CCVC Facilities.
5. I further represent that I have read and signed CCVC's Renter's Agreement for the Rental Property and will abide by all CCVC's rules and regulations.
6. The invalidity, illegality or unenforceability of any clause or wording of this Release, Waiver of Liability and Hold Harmless shall not affect the validity, legality or enforceability of any other clause or wording of this Release, Waiver of Liability and Hold Harmless, which shall be construed and given effect without reference to such invalid, illegal or unenforceable clause or wording.
7. This Release, Waiver of Liability and Hold Harmless shall be interpreted and construed in accordance with the laws of the State of New York.



Cape Cod Village Club

IN SIGNING THIS RELEASE, WAIVER AND HOLD HARMLESS, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release, Waiver of Liability and Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Renter's Signature

Date

Printed

Name

RENTER DOCK REQUEST FORM

If you need a dock space, please return this completed form along with your rental application one week prior to rental period to the CCVC rental committee chairman address listed on the first page of this renter's packet.

Renter must check in with the Dock-master or a member of the Dock Committee (listed on the first page of this packet) upon arrival for dock assignment and docking requirements.

Member's name: _____

Renter's name: _____

Please attach a copy of your proof of liability insurance for your boat if it is over 16 feet.

Any boat with a 10hp or more motor must have a current state registration and must also be registered on Lake George with the LGPC (they patrol heavily). You may register it for approximately \$30 at Dockside Landing in Hague (5 minutes from CCVC).

Boat length _____ feet. Reminder: Maximum boat length limit is 22 feet

Make _____ Model _____ Year _____

State _____ Registration# _____ Color _____



Cape Cod Village Club

Personal Watercraft (PWC):

Make _____ Model _____ Year _____

State _____ Registration# _____ Color _____

Dock space needed from:

From: _____ to: _____
(month/day/year) (month/day/year)

Renters are not allowed to use a trailer to launch any boat or PWC at Cape Cod Village Club. If you have a sunfish, kayak, canoe or similar boat that you can launch by hand, you can obtain a key for the launch from the dock committee. Please use the designated launch ramp. Do not launch from beach areas. Whips are required on North Beach docks and Point docks. You are responsible for damage to docks if you do not use whips. (You must provide your own whips.) Docking equipment should be adequate for the size of the boat and in good condition.

RENTER COVID-19 FORM

This form is to be completed and signed by renters during initial Rental Packet submissions. If prior to arrival at CCVC the renter encounters any circumstances which change the responses originally supplied they are to immediately notify the renting CCVC Member and submit an updated COVID-19 Form. It is the responsibility of the CCVC Member to immediately notify the Rental Chair and provide forward a signed copy to the Chair and the Board of Directors.

1. I certify that neither myself nor anyone who will stay or visit my CCVC rental property have traveled outside the United States within the past 14 days.
2. I certify that, to my knowledge, neither myself nor anyone who will stay or visit my CCVC rental property have had close contact within the past 14 days with a person confirmed to have COVID-19.
3. I also certify that I do not currently have, and have not had in the past 24 hours, any of the following symptoms:
 - Cough;
 - Difficulty breathing;
 - Fever (feeling feverish or have a measured temperature at or above 100.4°F/38°C); • Chills;
 - Muscle or body aches;
 - Headache;
 - Sore throat;
 - New loss of taste or smell; • Congestion or runny nose; • Nausea or vomiting, diarrhea.
4. I also certify that all persons who will stay with me or who will visit my CCVC rental property meet the criteria described in items 1–3 above. List the names and ages of all such persons:

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CCCV requires adherence to all current [NY State Travel Advisories](#), and [CDC Guidelines related to Social Distancing, Masks and Large Gatherings](#). When venturing outside the confines of your rental property, please carry a mask. When in common areas within CCVC such as Playgrounds, Greens, Beaches, and Docks, cover your nose and mouth with that mask when within 6' of others who are not within your rental group. In particular, Docks are typically narrow and hence do not facilitate Social Distancing. When utilizing common areas or travelling to/from Boats, or sitting on Docks, have your mask handy and USE IT when you will be in proximity to others outside of your rental group.

I hereby certify that I have read and understand this Form and agree to adhere to the conditions stated above. Further, if within 14 days of my stay at CCVC, if anyone who stayed in or visited with us in the Rental is identified as potentially infected by COVID, I will immediately notify the Rental Owner and the Rental Chair.

| | | |
|-------------------------|------------------------------|-------|
| _____ | _____ | _____ |
| Responsible Renter Name | Responsible Renter Signature | Date |

REASONABLE ACCOMODATION FORM

Background

The Federal Fair Housing Act (the “FHA”) and New York State and local fair housing laws require that Reasonable Accommodations be made for Members who are affected by disabilities. Cape Cod Village Club, Inc. (the “Association”) is committed to granting Reasonable Accommodations when necessary to afford Members the equal opportunity to use and enjoy their dwelling at the Association. Additional details related to CCVC’s Reasonable Accommodation Policy can be found [here](#) on the Cape Cod Village Club website.

A Member who is affected by a disability and believes that there is a need for a Reasonable Accommodation (RA) to use and enjoy their dwelling at the Association completes the attached form and returns it to the Association’s Reasonable Accommodation Coordinator. Please check all items and answer all questions. The Association will acknowledge this request within 10 days and once the form is considered complete will respond within 14 days of the acknowledgement. All information provided to the Association in connection with this request will be kept secure and confidential, except as otherwise required by law.

Requests for RA require the following documentation:

- Completed CCVC Form to Request a Reasonable Accommodation
- Written statement from a health care professional indicating that the person has a disability (*i.e.*, a physical or mental impairment that substantially limits one or more major life activities) **and** that the Reasonable Accommodation is necessary to use and enjoy the dwelling. The statement must include professional credentials such as License Number, Professional Specialty and Health Professional’s Contact Information.
- Picture and description of animal.
- Proof of Insurance verifying coverage for property damages and medical expenses related to a harbored support animal. The Member must secure and maintain such insurance as will provide adequate coverage related to claims for bodily injury, death or property damage that may arise from the animal. Required documentation includes the Declaration Page for the policy as well as correspondence from the insurance agency or agent indicating that they have been informed a support animal resides on the property and that the associated policy (citing Policy Number) includes coverage for damages to person or property associated with the animal.
- Dog License from Town of Hague (if animal resides more than 30 days within the Town); if less than 30 days, License from the Requestor’s non-seasonal home is acceptable.
- Proof of current Rabies Vaccine.

The January 28, 2021 U.S. Department of Housing and Urban Development publication [*FHEO-2020-01*](#) entitled [*Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*](#) is a very useful reference. It is highly recommended the Member review this document prior to completing the CCVC Form. In particular, the publication includes the following guidance related to the written health statement:

- “Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a Reasonable Accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known. In HUD’s experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal. By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person’s health care professional that confirms a person’s disability and/or need for an animal when the provider has personal knowledge of the individual.”

The section entitled “Information Confirming Disability-Related Need for an Assistance Animal” includes the following:

- “Reasonably supporting information often consists of information from a licensed health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic emotional support provided by the animal.”
- “A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support.”
- “For non-observable disabilities and animals that provide therapeutic emotional support, a housing provider may ask for information that is consistent with that identified in the *Guidance on Documenting an Individual’s Need for Assistance Animals in Housing*¹ in order to conduct an individualized assessment of whether it must provide the accommodation under the Fair Housing Act. The lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.”

The [Fact Sheet](#)² which accompanied FHEO-2020-01 indicates “One reliable form of documentation is a note from a person’s health care professional that confirms a person’s disability affecting a major life activity and related need for an assistance animal for therapeutic purposes when the health care professional has personal knowledge of the individual. HUD has heard from housing providers, persons with disabilities, and other groups and individuals who are concerned about commercially available documentation from the internet. The guidance explains that, in HUD’s experience, documentation from websites that sell certificates, registrations, and licensing documents and animal gear for animals to anyone who answers certain questions or participates in a short interview and pays a fee **is not sufficient** to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.”

¹ Guidance on Documenting an Individual’s Need for Assistance Animals in Housing can be found starting at page 16 of the [FHEO 2020-01 Notice](#).

² [FACT SHEET ON HUD’S ASSISTANCE ANIMALS NOTICE](#)

Reasonable Accommodation Form

If you require assistance in completing this form, please contact the Association's Reasonable Accommodation Coordinator to request help.

1. Do you require assistance in filling out this form?

_____Yes _____No

If your answer is "Yes," and you do not have someone who can assist you, please contact the Association's Reasonable Accommodation Coordinator for assistance in filling out this form.

If your answer is "No," continue on to #2.

2. Today's Date: _____

3. Requesting Member info:

Name _____.

Home Address: _____.

CCVC Street Address: _____.

Telephone Number: _ . _____

4. Name of person with a disability for whom a Reasonable Accommodation is being requested. (If same as Member in #3, proceed to #5.)

Name _____.

Home Address: _____ .

CCVC Street Address: _____.

Telephone Number: _____.

Relationship to Member: _____.

5. Indicate the Reasonable Accommodation(s) you are requesting (e.g. Would like a dog to accompany me in my residence at Cape Cod Village):

6. Provide the details of the Reasonable Accommodation(s) you are requesting: (e.g. The dog will be confined to xx property and home per the restrictions defined by the Association.)

7. Is the Reasonable Accommodation request necessary for an individual with a disability to use and enjoy a dwelling at the Association?

_____Yes _____No

If the answer is “Yes”, respond to **both (a) and (b) below.**

(a) Provide a written statement from a health care professional who has personal knowledge of the situation indicating that the Member or person with a disability is under their care. The statement must indicate that there is a physical or mental impairment that substantially limits one or more major life activities **and** that a Reasonable Accommodation is necessary to use and enjoy the CCVC dwelling. The statement must include professional credentials such as License Number, Professional Specialty and Contact Information. ³

(b) Explain below how the Reasonable Accommodation(s) would help reduce or alleviate the limitations of the disability:

³ Please carefully review the prior pages of this document in the “Background Section” for details about the professional statement requirements. Additional information or documentation relating to the Reasonable Accommodation request(s) may be attached. However, to make sure privacy is respected, please do not provide details such as diagnosis or other HIPAA protected data.

If the Reasonable Accommodation involves an animal, by signing below, you agree to the following conditions regarding the animal:

- It will be confined to the Member's property (i.e. within the property lines of the residence). It is not allowed on CCVC property including Common Areas such as the Green, Shed, Beach, Docks or Association Roads.
- To ensure the rights of other Members to enjoy peaceful possession of their dwelling:
 - When outside the requesting Member's dwelling, the animal will be leashed/controlled/restrained at all times and accompanied by an adult.
 - Aggressive behavior is not acceptable. CCVC Members, visitors, guests and employees/contractors should at no time feel threatened. ○ Noise such as barking must be kept to a minimum. To maintain the harmony of the Association, loud or repetitive noise will not be tolerated.
 - Waste must be confined to the Member's property, promptly removed and properly disposed. Disposing of animal waste in Association sewers, streams or the lake is prohibited.
- The Member is liable for damage to persons or property within Cape Cod Village associated with the animal.
- During the one year term of an approved RA request, as accompanying documentation expires, the Member is responsible to provide the RA Coordinator with up to date documentation such as:
 - Written Health Statement (see 7 above). The original supporting letter is valid for one year from the date written.
 - Homeowners Policy Declaration Page and Agent letter confirming resident animal ○ Dog License ○ Rabies Vaccination
- In the event any current documentation is not provided to the RA Coordinator prior to respective expiration date, RA approval is immediately rescinded for the duration of the one year term. Approval can be re-instated upon confirmed receipt of said documentation. For example, if an RA approval term is valid through Dec 31, but the Member's Homeowners Policy term expires a few months earlier in July 10, the Member must provide the current insurance documentation (both Declaration Page and confirmation of Dog Coverage) on or before July 10.
- Violation of any of the above conditions may result in immediate revocation of the Reasonable Accommodation and/or withdrawal of the Member's "good standing" status.



Cape Cod Village Club

Although paper documentation can be provided, electronic submission to ccvc coordinator@gmail.com is preferred.

I, _____, hereby agree to the conditions described in CCVC's
CCVC Member Name
Reasonable Accommodation Policy and Form.

CCVC Member Signature

Date

If a Member is making the request for a person with a disability, please also complete the following:

I, _____, hereby agree to the conditions described in CCVC's
Person with disability
Reasonable Accommodation Policy and Form.

Signature

Date

Cape Cod Village Club

TO BE COMPLETED BY THE ASSOCIATION

| | |
|--|--------------------------------------|
| ___ Form Received | Date: _____ |
| ___ Form Acknowledgment sent (10 day target) | Date: _____ |
| ___ If Form is complete, determination provided on _____ | (14 day target from ack) |
| ___ Professional Letter | Date of Letter: <input type="text"/> |
| ___ Professional Credential Confirmed (date & source) | _____ |
| ___ Picture and Description received | Date: _____ |
| ___ Insurance Declaration Page | Policy Term: _____ |
| ___ Agent/Agency Animal Confirmation | Date: _____ |
| ___ Dog License Municipality: _____ | License Exp Date: _____ |
| ___ Rabies Proof | Vaccine Exp Date: _____ |
| Decision communicated by: _____ | Date: _____ |
| Reviewer <u>Signature</u> : _____ | |
| If Approved, Expiration Date: _____ | |

Renewal Reminder Date (one month prior to RA Expiration)

GOLF CART OWNERS HOLD HARMLESS AGREEMENT

CAPE COD VILLAGE CLUB, INC.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for operating a golf cart at Cape Cod Village Club, Inc. ("CCVC"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CCVC, its members, officers, agents and representatives (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while operating a golf cart on the grounds of CCVC.
2. I further hereby AGREE to INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my operating, or anyone I allow to operate my golf cart at CCVC, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
3. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse (if any), as well as non-family members and any of our guests at CCVC as well as my and their heirs, assigns and personal representative and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
4. WITHOUT LIMITING THE FOREGOING TERMS HEREOF, I UNDERSTAND THAT CAPE COD VILLAGE CLUB, INC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURIES SUSTAINED by myself, my family and spouse (if any), or any non-family members, friends or guests, operating my golf cart at CCVC.
5. I further represent that I have read and signed CCVC's Rules and Regulations and will abide by all CCVC's rules and regulations.
6. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I, MY FAMILY, ANY NON-FAMILY MEMBERS, FRIENDS OR GUESTS CAUSE TO THE CCVC FACILITIES AS A RESULT OF OPERATING A GOLF CART.
7. The invalidity, illegality or unenforceability of any clause or wording of this Waiver of Liability and Hold Harmless Agreement, which shall be construed and given effect without reference to such invalid, illegal or unenforceable clause or wording.
8. This Waiver of Liability and Hold Harmless Agreement shall be governed by and construed in accordance with the laws of the State of New York.



Cape Cod Village Club

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Waiver for full, adequate and complete consideration fully intending to be bound by same.

Golf Cart Owner's Signature

Name:

Date:

Cape Cod Village Club, Inc. Board of Director's Signature

Name:

Title:

Date:

CCVC MEETING PROXY

*Cape Code Village Club Inc.
Hague, New York 12836*

CCVC MEETING PROXY

KNOW ALL GENTLE PEOPLE BY THESE PRESENT, that I, the undersigned, do hereby constitute and appoint _____ my true and lawful attorney with full power of substitution and revocation to represent me and to vote for me as member of Cape Cod Village Club, Inc. at the MM/DD/YYYY membership meeting or any adjournment thereof. This proxy will expire 60 days from the below date.

Member Signature: _____

Print Member Name: _____

Date: Month _____ Day _____, Year _____

Mail:

Email:

Cape Cod Village Club



15. Contracts
To be added at a later date

Cape Cod Village Club



16. Agreements
To be added at a later date

Cape Cod Village Club



17. Easements
To be added at a later date

Cape Cod Village Club



18. Insurance Policies
To be added at a later date