

THOUSAND ISLAND PARK CORPORATION

COTTAGE OWNERS' MANUAL

“THE GREEN BOOK”

POLICIES & REGULATIONS



REVISED 2023

THOUSAND ISLAND PARK CORPORATION

COTTAGE OWNERS' MANUAL

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THOUSAND ISLAND PARK CORPORATION

BOARD OF DIRECTORS:

Ms Katherine Marchetti	President
Mr John Brandano	Vice President
Mr Robert Cherry	Treasurer
Ms Patricia Parry	
Ms Cheryl Zulick	
Ms Tina D'Agata	
Mr Todd Estabrook	

MANAGEMENT AND STAFF:

Mr Lloyd Withers	General Manager
Ms MemRee Byers	Office Manager
Ms Merissa Gagné	Executive Assistant
Mr Mark Hinckley	Maintenance
Mr Michael Stephenson	Maintenance
Mr Chuck Frost	Maintenance

THOUSAND ISLAND PARK CORPORATION OFFICE

Hours: Monday through Friday – 9:00 am to 4:00 pm
Saturday – 8:30 am to 12:00 noon (Mothers' Day thru Columbus Day)
Telephone 315-482-2576

THOUSAND ISLAND PARK CORPORATION MAINTENANCE DEPARTMENT

Hours: Monday through Friday – 7:30 am to 4:00 pm

SECURITY OFFICE (SUMMER HOURS ONLY)

Telephone: 315-215-2851

**PARK EMERGENCY PHONE NUMBERS 315-482-2576; 315-215-2851
ALL OTHER EMERGENCIES INCLUDING FIRE CALL 911**



**TO COTTAGE OWNERS, LOT LESSEES,
TENANTS, GUESTS AND PATRONS OF
THOUSAND ISLAND PARK AND THE PUBLIC**

Thousand Island Park has over a century of rich tradition, culture and values that, along with the magnificence of the St. Lawrence River and the Thousand Islands, has made it a unique and exciting place to live. Contributing to this have been generations of families, newcomers, young, old, year-round residents, renters, summer visitors and weekend guests. It is with firm dedication to sustaining the above and to maintaining and improving Thousand Island Park as a family-oriented resort community that the Board of Directors (shareholders and non-shareholders) has adopted these rules and regulations, modifying them to keep pace with changing circumstances.

It remains our goal to strive for an ideal community in which to raise children; to promote friendship and harmony among all its residents and neighborhoods; to preserve and beautify the Park, its buildings and amenities for the enjoyment of all; to protect the Park and its residents from impositions by others whose activities impair the peace and safety of our common areas and roads; and to continue the process of improving the quality of life on the Park by recognizing the need for continuing change when it is warranted.

These rules and regulations have been adopted after due and careful consideration and are deemed to be essential to the proper maintenance and development of the Park. As such, they are to be regarded as an integral part of our mutual leasehold obligations, just as the policies are enumerated from time to time by the Board of Directors.

Board of Directors

Thousand Island Park Corporation



RULES AND REGULATIONS
OF
THOUSAND ISLAND PARK
[FOUNDED 1875]



Approved and Adopted by
THOUSAND ISLAND PARK CORPORATION
BOARD OF DIRECTORS

Revised 2023



No. 1 TRANQUILITY AND MUTUAL CONSIDERATION

Thousand Island Park was established over 100 years ago as a family-oriented haven of tranquility and thoughtful contemplation. Over the years, the Park has evolved into a model summer community offering its residents the acceptance of diverse interests, activities and lifestyles. With the acceptance, however, comes the individual's responsibility to be considerate of others.

The following are not exhaustive. Generally, any conduct which tends to disturb the peace unnecessarily, or which is inconsiderate of the reasonable requirements of other, will not be tolerated.

No person other than a duly authorized peace officer or policeman shall, within the limits of the Park at any time, discharge any rifle, gun, pistol or other firearm, nor ignite any fireworks, firecrackers or other explosives without first obtaining a permit from the Corporation.

No owner, occupant, guest or renter of any cottage shall maintain a nuisance or unsafe condition upon any lot nor do or permit any act which will unreasonably disturb the peace or quiet of the Park. Cottage parties or gatherings should be conducted in such a way as to be considerate of one's neighbors and, if creating a disturbance, should be moved indoors and otherwise toned down.

Cottage owners are encouraged to maintain and beautify their property; however, careful consideration and planning should be given to the views of other lessees when planting and trimming flowers, trees and shrubs.

Cars and golf carts should be properly muffled or the operators (or owners) may be ticketed, fined or have their vehicles prohibited from operating in the Park. The same applies to cars and other devices such as radios, tape decks, CD, MP3 players or iPods operated at loud, offensive audio levels. Contractors, except in emergency situations, may not commence operation of power tools while working in the Park before 8:00 am weekdays and 9:00 am Saturdays, from June 21 to Labor Day; and not at all on Sundays or national holidays.

Contractors' operation of power tools will cease at 5:00 pm. Cottage owners performing their own work are encouraged to follow the same guidelines with respect to hours of operation of power tools (including power lawn mowers), except that they are not prohibited from operation on Sundays or national holidays.

No bedding, bathing suits, washing or other wearing apparel shall be exposed in the front or street face of cottages, but may be hung in the rear of the cottages.



No. 2 DOGS OR OTHER ANIMALS

All dogs (including those owned by sub-tenants or renters of cottage-owners) must be registered annually with the Corporation Office to assure current rabies vaccinations, etc. If a dog is unregistered with the Corporation, or is destructive of property, or disturbs the tranquility of Thousand Island Park, it will not be permitted on Thousand Island Park. All animals that are known to be vicious or act in a threatening manner must be controlled by the owner. Owners of animals so offending will be notified by the Corporation and advised either to remove the animal from the Park or control it adequately. {See Attachment 1 – Dog Policy}

No. 3 VEHICLES AND PARKING

Due to safety considerations, dust control and noise abatement, the Park encourages residents and visitors to limit motor vehicle use on the Park as much as possible and to carefully observe the speed limit of 15 mph, as well as the seasonal traffic control signs and “speed bumps.” The Board is continually reviewing other traffic control measures, including one-way streets, numbers of cars per cottage, remote seasonal parking, and other regulations designed to improve safety, dust and noise pollution, as well as the enhancement of our landscape by curtailing car parking in and around cottages during the season. The following rules summarize current policy:

OPERATION OF VEHICLES

- 1. Automobiles/all vehicles, including golf carts.** No cottage owner, guest or renter of any lot on Thousand Island Park (and/or no other person) shall operate a vehicle in a reckless manner. The SPEED of any vehicle shall not exceed FIFTEEN (15) MILES per hour. Vehicles shall be operated in a quiet manner and in compliance with all posted signs or directions from the Park’s Security/Code Enforcement officers. Travel on certain Park streets may also be seasonally limited beyond the “Four Corners” commercial area, the Tabernacle and main dock.
- 2. Golf Carts.** Operation of golf carts is strictly regulated by policy issued by the Board of Directors, including required annual registration and stickers. {See Attachment B - Golf Cart Policy}



PARKING

1. All vehicles parking overnight on Thousand Island Park will be required to display valid parking stickers issued by the Thousand Island Park Corporation pursuant to Board policy, and such parking, in season, may only be on a cottage owner's lot or in a designated parking area. There will be no overnight parking at the "Four Corners," main dock, etc. Except for short-term visits by guests of cottage owners, in-season parking will generally be limited to two cars per cottage owner and only in appropriate parking areas. Variances from this policy for cottage owners with a need for parking three or more cars will be reviewed on a case by case basis by the Corporation and will be granted if the cottage owner has leased an additional non-building lot and if it does not impact the character of the neighborhood. Other exceptions may also apply. There will be designated overflow parking developed at various convenient locations throughout the Park for this purpose as well.
2. Automobiles, light pick-up trucks and motorcycles are authorized as noted above to park on the leased lot of the cottage owner or in a parking area designated by the Thousand Island Park Corporation. Larger trucks, recreational vehicles, equipment trucks, campers, trailers, motor homes, etc., are generally prohibited and will have only limited access to the Park; these are required to park only in the designated parking areas and only with special permit from the Thousand Island Park Corporation. They will not be parked on leased lots, except for deliveries, pick-up, etc. Except as specially permitted, no vehicles of any kind may be parked on the greens or on the unleased land between the coast roads and the waterfront.
3. Thousand Island Park Corporation may, at its option, issue parking stickers to non-Thousand Island Park Residents. A fee will be charged for this privilege. Rates will be established annually by the Corporation Board of Directors.
4. No vehicles will be permitted to stand or park on Park sidewalks or to project over or obstruct the sidewalk or roads. At all times, the right of way must be granted to Fire, Police, Ambulance or other emergency vehicles. Parking is prohibited on all streets on vacant non-leased land of Thousand Island Park Corporation, except those areas specifically designated for parking.
5. Limited parking for special events that take place at the Main Dock/Pavilion will be accommodated if the event is properly registered with the Corporation office. For all those visiting the Pavilion area, it is encouraged to travel by golf cart, bicycle, or on foot.
6. In an effort to protect our precious green spaces, parking at the Thousand Island Park Library is limited to "15-minute Library Parking" and handicapped parking.



7. Vehicles improperly operated, parked or lacking parking stickers on Park property may be required to leave the Park or be removed at the vehicle-owner's or cottage owner's risk; and the expense, charge and any fine for the same may be added to the rental and service bill of the lot or lots leased by the owner of the vehicle causing the violation or his/her host/landlord cottage owner. {See Security/Code Enforcement Procedures}
8. Automobiles, trucks and other vehicles are prohibited on the docks owned by the Corporation or their approaches except by special permission of the Corporation, or in case of an emergency to life or property.

BICYCLES

Bicycle riding is encouraged and, wherever possible, should be on the roads, streets and bicycle paths of Thousand Island Park. Where this is not possible and sidewalks are used, pedestrians *always* have the right of way and extreme caution should *always* be used. Bikes should not be left on sidewalks, nor may they be operated on the Pavilion, its walkways or the main dock.

NO. 4 GARBAGE, RUBBISH AND LOT MAINTENANCE

A cottage, whether occupied as a residence or rented out, shall provide receptacles of sufficient size in which all garbage and other standard household refuse shall be separated and placed curbside to be removed by the refuse collector at regular times. Plastic bags containing garbage must also be placed in a covered receptacle.

1. A cottage occupied as a residence shall assemble all garden type trash separately for collection.
2. A cottage occupied as a residence shall assemble other trash including metal, old furniture, small appliances, etc., for collection by the Corporation or its refuse collector on a specified day. Cottage owners and/or their contractors are solely responsible for the removal of their own construction debris, roofing, large appliances, mattresses, tires and concrete/cement block or rubble, and all hazardous waste materials, including paint. Special pick-ups may be arranged through the Park Office for which a separate fee may be charged.

No owner, lessee or tenant of any cottage on the Park shall burn in stoves or open fires, or bury beneath the soil of a lot, or throw upon said lot, or in the streets of said Park, or over the river banks, or in the St. Lawrence River, any garbage or other refuse.



CARE AND CLEANING OF LOTS

Every lessee, or tenant of any lot on said Park shall, on or before June 1st of each year, clean said lot of all decayed grass, leaves, underbrush, trimmings of shrubs and trees, or other debris of any kind; or failing to do so, such cleaning and removal may be done by the Corporation and/or fines may be imposed and the expense shall be paid by said lessee or tenant to the Corporation

and, if not paid, the Corporation shall add such expense to the rentals regularly assessed upon such lots for that year. The same shall be true for seasonal lot maintenance, such as lawn mowing, etc.

Every lessee, or tenant of any Lot on said Park shall be responsible for maintaining said Lot and/or Cottage and/or Boathouse in good repair throughout the year. Failure to properly dispose of trash shall be a violation of these rules as shall the improper or inappropriate storage of materials in an unsightly or unsafe manner.

NO. 5 BOATS AND DOCKING

1. All boats coming to Thousand Island Park dock for business or pleasure shall land or tie up at such place or places as may be designated by the Corporation and shall abide by all rules and regulations pertaining thereto.
2. The owners of any boats desiring to use the docks of Thousand Island Park Corporation for commercial purposes (i.e., tours, sight-seeing, etc.) must first obtain the permission of said Corporation.
3. No work, overhauling, repairing of any article, vehicle, boat, etc., shall be permitted on the main dock or its approach.
4. The Corporation may establish and enforce the dock rules, designate and assign space at the dock for boats to moor, and maintain order on the dock buildings connected therewith.
5. Except for rented slips, no boat or other craft will be permitted to tie to or moor at the Corporation docks overnight except in an emergency and then, only by permission of the Corporation. Docking of boats at the main dock is limited to four hours in any 24-hour period due to the limited facilities of the dock.



6. No boat, automobile, truck, trailer or any other vehicle or equipment or construction supplies, etc., will be permitted on the Corporation's docks except as set forth above.

No. 6 TRAILERS, RVs, CAMPERS, MOBILE HOMES, TENTS, etc.

When permission is granted by the Corporation to park trailers, recreation vehicles, campers, etc., in designated areas, occupancy of these vehicles (or any other vehicle) as temporary or permanent living or sleeping quarters is prohibited. These vehicles will not be connected to any utility system and will not discharge any type of wastewater. Similar restrictions apply to tents.

Boats and other watercraft or their trailers, or any other trailers (whether belonging to cottage owners, guests or renters) may not be stored or parked on leased lots between June 15 and Labor Day. Contact the Office for availability of storage on Corporation grounds and fee information.

No. 7 PROPERTY RENTAL

Cottage Renters have long been an integral part of the total experience of Thousand Island Park and are always a welcome addition to our community. To facilitate the shared understanding of the rules, regulations and recreational opportunities provided by the Park, and to maintain the quality of life for all, the following revised Cottage Rental Policy has been adopted after a number of neighborhood meetings were conducted by the Board of Directors.

- A. When and if a cottage or boathouse is rented, the holder of the lease from the Corporation will be held responsible for any violation by tenants or occupants of rented properties to include compliance with the provisions of these rules and regulations and for any nuisance or damage, defacement of buildings, docks, roads or facilities. Any fines levied by the Corporation or costs resulting from such violations will be chargeable to the cottage owner, and the same shall become a permanent lien upon the leasehold or other interest of the cottage owner, his executors, administrators or assigns, and shall be collected as are other Rents, Taxes and Service fees, or if necessary by advertisement and sale of such cottage lot.
- B. No cottage shall be rented unless a rental registration is signed and filed by the cottage owner or their agent at the office of the Corporation on the forms supplied by the Corporation and the applicable fees paid.

1. The rental fee is currently two hundred dollars (\$200.00) per week during the season



defined as: Memorial Day Weekend through Labor Day Weekend and may be adjusted from time to time by the Board; but if the cottage is rented to one tenant for more than three consecutive weeks no additional rental fee shall be charged after three weeks. If the rental period exceeds seven days, partial weeks are permitted to be added to the tenant's stay during the season, prorated at \$30 per day.

2. During the off-season (the first Saturday after Labor Day to the Saturday before Memorial Day weekend) the fee is \$100 per week. If the cottage is rented for more than three consecutive weeks by the same tenant no additional fee will be charged. In the off-season cottage owners are permitted to rent for less than a week with prorations. The prorated fee is \$15 per day.
 3. Please note the occupancy rate shall not exceed two (2) people per bedroom (adult or child) or a maximum of ten (10) people per cottage (children included), whichever is less.
 4. Cottage owners will be levied fines for failing to properly register renters. If a cottage owner repeatedly fails to properly register their renters, heavier fines will be imposed.
- C. Amendments to RULE 7 passed in Directors' Meetings:
1. Effective April 1st, 2013, ALL rental cottages must be inspected and certified and a completed & signed Registration Form 1-A must be filed with the Corporation Office *before* the cottage is rented.
 2. Effective January 1st, 2020, the number of rental weeks is limited to eight (8) weeks in a single season defined as: Memorial Day Weekend through Labor Day Weekend.
 3. Effective January 1st, 2020, during the off-season (the first Saturday after Labor Day to the Saturday before Memorial Day weekend) the fee is \$100 per week. If the cottage is rented for more than three consecutive weeks by the same tenant no additional fee will be charged.
 4. Effective January 1st, 2020, if the rental period exceeds seven days, partial weeks are permitted to be added to the tenant's stay during the season, prorated at \$30 per day. Cottages shall not be rented for any less than a week during season. In the off-season however, cottage owners are permitted to rent for less than a week with prorations. The prorated fee is \$15 per day in the off-season.
 5. Effective January 1st, 2020, all vehicles brought to the Park by renters must always display T.I. Park Parking passes (issued by the Corporation Office), including cars owned by rental cottage visitors. It is the responsibility of the Cottage Owner, or rental agent acting on the Owner's behalf, to ensure all renters are provided with parking passes by the time they arrive to the Park. Cottage Owners, or rental agents on Owner's behalf, must obtain and provide the passes to any renters who are checking in outside of



Corporation office hours. During normal business hours, both renter and rental visitor parking passes are available for pickup at the Corporation Office.

D. Rental Procedures (recap):

1. No cottage shall be rented unless both a Cottage Rental Registration Form and a Safety Compliance Certification Form 1-A are signed by the cottage owner (or his/her designated agent) and filed with the Corporation Office and the applicable fees paid. Copies of all forms are available online at *tiparkcorp.com* and at the Corporation Office.
2. The rental fee is currently \$200.00 per week during the season and may be adjusted from time to time by the Board. If the cottage is rented to one tenant for more than three (3) weeks, no additional rental fee will be charged. If the rental period exceeds seven days, partial weeks are permitted to be added to the tenant's stay during the season, prorated at \$30 per day. Cottages shall not be rented for any less than a week during season.
3. During the off-season the fee is \$100 per week. If the cottage is rented for more than three consecutive weeks by the same tenant no additional fee will be charged. Cottage owners are permitted to rent for less than a week with prorations. The prorated fee is \$15 per day in the off-season.
4. The number of rental occupants is limited to a maximum of 2 persons per bedroom (adult or child) or a total of 10 occupants, whichever is less.
5. Presently, renters can bring pets but only upon compliance with the Dog Policy (Attachment A). However, cottage owners are asked to discourage renters from bringing pets to the Park.
6. The "Rental Cottage Policies and Enforcement" are set forth in part in Attachment C.

No. 8 FIRES OR OTHER HAZARDS

1. No lessee or tenant of any lot upon said Park, or other person, shall at any time burn any grass, leaves, underbrush or trimmings of shrubs or trees or any debris of any kind, upon any area, lot or in any street of said Park, except under direction from the Corporation; nor shall the same be deposited in said streets, or thrown over the river banks, or into the St. Lawrence River.
2. No lessee, tenant or occupant of any lot, cottage, boathouse or other structure on Thousand



3. Island Park shall allow to remain or accumulate on such lot or in such cottage or boathouse thereon papers, wood, rubbish or other debris liable to cause spontaneous combustion or to be a fire or other safety or health hazard. The Park Manager or any other person appointed by the Corporation (upon notice appropriate under the circumstances) may inspect lots, cottages and boathouse buildings on the Park for violations; and if, in his/her judgment, there is an objectionable accumulation of such debris, he/she shall request its removal. If not removed within the time period provided, the Corporation will remove same at the expense of said lessee or tenant.
4. The use of incinerators, bonfires or open fires is forbidden. Outdoor broilers or stoves especially designed and approved for the purpose of broiling may be used while under constant supervision and providing fire is extinguished promptly after using. The same may not be used indoors, nor on roofed porches or covered decks, etc.
4. Ashes, etc., must be kept in suitable approved fireproof covered metal containers.

No. 9 TENNIS

Use of tennis facilities and payment of usage fees will be prescribed separately by the Corporation.
{See Attachment 3}

No. 10 PERMITS

1. Trees.

No lessee or tenant of any lot on Thousand Island Park shall be permitted to cut down or remove any tree on said lot with a trunk over three (3) inches in diameter without obtaining WRITTEN PERMISSION from the Corporation; or to destroy trees, shrubs, plants or pick flowers in any manner on Corporation property without first obtaining written permission from the Corporation.

The lessee is responsible for pruning and/or removal of trees located on his leased land which are dead or present a hazardous condition. Prior to removal of these trees, a permit must be obtained from the Corporation.

In the event a lessee fails to remove a dead or hazardous tree or branch, the Corporation will remove the same at the expense of the lessee.

Dead and/or hazardous trees on unleased land will be removed by the Corporation.



2. Retail Sales

All sales of vegetables, meats, groceries, newspapers, and all other articles of merchandise except those sold by concessionaires and/or in the markets and stores authorized by the Corporation, is hereby prohibited on the docks and grounds of Thousand Island Park. No other person, firm, partnership, or corporation shall attempt to or sell or take orders for food, beverages, merchandise, service or material of any kind, or any admission or tickets to any amusement, game exhibit, or show without a permit or special permission issued by Thousand Island Park Corporation.

3. Maintenance, Repairs and Construction

- A. No lessee or tenant on Thousand Island Park shall be allowed to erect more than one single-family dwelling or cottage on a double full-sized lot. No cottage or other building shall be erected on a single lot, or other fractional part of a lot without the written consent of the Corporation authorized by vote of its Board of Directors. No cottage or other building shall be moved or erected without the written consent of the Corporation. No construction, moving of buildings, altering, repairing, wrecking or raising of cottages, accessory structures, boathouses or docks on Thousand Island Park shall be done without first obtaining a PERMIT from the Corporation or its Preservation Board. No permits will be issued unless required plans and specifications, as well as payment of the appropriate permit fee, accompany the application for such permit. Regular work permits are currently issued without a fee; the fee for a Preservation Permit is 1% of the total estimated construction costs or \$450, whichever is less. Construction of fences requires prior permission from the Corporation.
- B. The maintenance, repair and construction of, or related to, cottages, accessory structures, and/or boathouses is strictly regulated by the Preservation Code adopted by the Board of Directors and is separately published by said Board. The construction and/or extension of docks require review and approval by the Board of Directors. Permit applications and information are available at the Park Office.
- C. Any construction, reconstruction, etc., must also meet all applicable zoning and building codes established by the appropriate governmental agencies, and any required municipal permits must be obtained by the cottage owner or his contractor before such activity commences.



4. Land Use

The Board of Directors has adopted a comprehensive land use plan for the Park. Please see color-coded map attached to Preservation Code and Attachment # 8 (Landscape Preservation & Maintenance Plan). No structure shall be built or occupied for purposes other than those expressly permitted therein.

No. 11 BOATHOUSES

1. No owner, lessee or occupant of any boathouse on Thousand Island Park shall carry on any business, trade or employment therein, or shall use said boathouse in any way for any purpose not specifically permitted in the lease which said Corporation has granted for such boathouses. Under no circumstances shall any fire be allowed in any gas, oil, wood, or coal stove, in such boathouse; in case of violation of this regulation, the lease held for such boathouse may, at the discretion of said Corporation, be declared forfeited in accordance with the terms thereof. Docking space may be rented.
2. Effective in 2015, any executed Boathouse site leases, renewals and/or transfers will require an inspection of the site and/or boathouse. The inspection will ensure that all structures are in good condition as to appearance, structure and maintenance including access to stairway and docks. Also effective in 2017, all executed Boathouse site leases will have a 10-year term renewable for future additional periods of 5-years. Please see Attachment # 9 (Boathouse –Dock Lease Transfer Addendum).

No. 12 WATER

1. Water will be furnished by the Corporation for use in cottages during the summer season commencing as soon as possible before May 31st and ending on or about October 10th of each year. Cottage owners will be assessed an annual charge for this service, as well as any special assessment as may, from time to time, be required to maintain the water system improvements or comply with governmental requirements.
2. Reasonable conservation in the use of water is expected of everyone. Any willful or negligent waste of water will render the lessee liable to fines and/or an additional charge for water.
3. The use of the water for a part of the season will make no change in the rate, as in no instance will be fractional water rent be charged or collected.
4. The regulation size of pipe to be used in supplying water to a cottage shall in no case exceed that which is standard in the home-building industry and is compatible



with the Park's water system. Every such supply pipe, whether now in or hereafter to be put in, shall have a shut-off at a point where it connects with the Corporation's main, such shut-off to be furnished and kept in order by the cottage owner. No connection shall hereafter be made with any main or supply pipe of the Corporation without written permit having first been obtained from the Corporation.

5. Prior to the drilling of any well, a permit must first be obtained from the Corporation.

No. 13 SEWERS

1. No sanitary sewer connection shall be made to a sanitary main without a written permit having first been obtained from Thousand Island Park Sewer District and the Corporation.
2. The installation of the sanitary sewer shall be in accordance with the requirements of the Town of Orleans Plumbing Code.
3. When a sanitary line from a residential or commercial building shall become stopped up, digging and repairing of said sewer will be the responsibility (expense) of the lessee of said property.

No. 14 MAINTENANCE AND INSPECTION OF REAL PROPERTY

All cottages, boathouses or other buildings or structures shall be properly maintained by the cottage owner or lessee in accordance with the Preservation Code; and shall not be permitted to fall into disrepair, remain in an unsafe structural condition or be a hazard with regard to fire, accident, or health. The owner of any cottage or other building requiring maintenance or in which such a condition exists shall immediately remedy the same upon an order from the Corporation or its Preservation Board. Thousand Island Park Corporation through its officers and employees shall have the right to inspect any cottage or other building at reasonable hours and upon such notice as is reasonable under the circumstances, for the purpose of investigating and ascertaining whether such a condition exists.

No. 15 FINANCE

In the event that the cottage owner or lessee fails to pay any taxes, assessments or charges of whatever



nature, imposed by any rule, regulation, ordinance or law, which may be assessed, levied upon or incurred by the leased premises, the Corporation may make such payment and the sum so paid with interest shall be collected with other rent, tax and service charges.

{Also see Security/Code Enforcement.}

No . 16 LEASE

1. All of the foregoing conditions, rules and regulations approved and adopted and in effect by Thousand Island Park Corporation and its Board of Directors, and the conditions, rules, and regulations made in addition thereto are herewith approved and adopted and declared a provision of the leases upon the land or grounds of Thousand Island Park.
2. The cottage owner shall keep and perform all of the conditions contained within his or her lease, and comply with all such conditions, rules, and regulations as the Thousand Island Park Corporation shall from time to time impose. If the cottage owner or his family, guests, subtenants, renters, legal representatives, assigns, or agents shall violate any of such conditions, rules, and regulations, or shall fail to comply with the terms of his/her lease, then the Thousand Island Park Corporation shall have the option of issuing fines upon the cottage owner or appropriate orders (including directives to cease and desist), declaring said lease void and/or commencing lease termination or eviction proceedings, or entering upon the premises covered by the lease and taking possession thereof as fully as if said lease had never been executed, and shall have the option of selling the same at public auction.

**THOUSAND ISLAND PARK CORPORATION
BOARD OF DIRECTORS
[SEE ATTACHMENTS & AMENDMENTS]**

THOUSAND ISLAND PARK

SECURITY/CODE ENFORCEMENT PROCEDURES

[Note to Cottage Owners: This Code, while serving as the Park Manual for Security and Code Enforcement, outlines some of the Park rules. It is instructive on what you have a right to expect from our personnel. The regulations discussed are only a part of the policies and rules which are contained in the “Green Book,” other Park manuals and those issued by the Board of Directors.]



Thousand Island Park is a private residential community within the Town of Orleans, County of Jefferson. Although T.I. Park is not a municipality, it does have codes, rules and regulations which apply to all residents of the Park, their families, guests and renters. These rules, of course, are in addition to State and local laws, and not as a substitute for them. Enforcement in our community is not simply a police activity aimed at unlawful conduct; rather, the quality of life on the Park and effective enforcement requires everyone's full knowledge of the Park rules and the rights of its residents. You, as one of our Security/Code Enforcement officers, are an extension of the Corporation which employs you, so it is further your function to help educate and familiarize residents and others with our rules. It is the Corporation's directive to you that all matters be handled with tact and diplomacy. Where necessary, our procedures also provide for formal warnings, fines and, in extreme circumstances, State Police intervention. These procedures are supplemental to your Code of Ethics and other job training.

PROTOCOL

Security/Code Enforcement is the responsibility of the Park Manager who reports directly to the President of the Board of Directors of the Corporation. All Security Officers report directly to the Park Manager's Chief of Security who is responsible for training, education, general and special assignments. The Park Manager should receive a daily written report from each Security Officer at the end of their shift. In the event of serious incidents, the Park Manager is also to be advised immediately.

1. As emissaries of the Corporation, it is vital that each Security Officer familiarize him/herself with all public buildings, street names and (over time) the names of cottage owners. To this end, Security Officers are encouraged to walk or bike as they perform their rounds whenever possible. If an apparent cottage owner is in his front yard or accessible, the Officer should stop, introduce him/herself and ask, for example, "Are you the owner?" and exchange a few words. If the individual indicates, for example, that he is a renter, this provided the opportunity to inquire if they have registered at the office and received information



about the park. Using your pad, take their name and tell them that you will alert the office that they will be coming in for this information if they have not done so. Give the information to the Office and follow up.

2. Routine Rounds: Your job is to be visible and accessible. Except for training and paperwork, it is expected that you will be attending to specific assignments or on general rounds during your shift. Unless the Park Manager or Chief of Security advises you otherwise, special assignments should be completed at the beginning of your shift (such as investigation, follow-up, etc.) with your general rounds following. During the day, except for special calls or inclement weather, use of the security truck and/or the golf cart is discouraged. This is not to make you work harder, but to make you more accessible and less the subject of improper criticisms, such as “all they do is ride around in their truck/golf cart.” At night, rounds should begin by foot or bike, but the use of the truck after dark is helpful, although not a substitute for stopping and investigating all public areas on foot.
3. Thousand Island Park is a PRIVATE residential community. The owners of the cottages purchased their cottages here and lease their land from the Corporation because they prefer community-based activities which are owned cooperatively. In this way, they can maintain shared beach rights, recreational activities, boat dockage and social events on the green with those neighbors and other cottage owners who also pay for these privileges. At the same time, guests, renters, and (for some purposes) the general public are provided access to the Park. It is important to understand that owners, their families, guests and properly registered renters have the same general rights of access to these activities. With regard to these residents or guests, your job is simply to see that they observe the general rules and respect the rights of others.
4. The general public is allowed access to the following (as long as they respect the rules and regulations of the Park):
 - a. The Wellesley Hotel and shops, the Guzzle, the grocery store, library and the “Four Corners” area in general. All parking must be in designated areas, but overnight parking for the general public is not allowed. Visitors are welcome to walk elsewhere on the Park, but we discourage them from driving around the Park. Visitors (as opposed to guests or renters) will be asked not to drive their vehicles beyond



the Four Corners except to designated parking areas. No mobile or motor homes are allowed on the Park under any circumstances. If you encounter a mobile/motor home, you should turn them around immediately and helpfully direct them to camp sites, etc.

- b. Main Dock and Pavilion: There is short-term docking if space is available on the upriver or west side of the Pavilion. There is to be no overnight docking and short-term docking will be supervised and limited to 4 hours in-season. Registration numbers of offending boats should be recorded and reported to the Office, with warnings or notices of fines placed on or in the boat. Once the Pavilion is open, walking (or wheelchair) visitors are allowed on the upper floor observation deck only.
- c. Church Services/Movie Theater: The general public is permitted to attend church services and the movies or special events at the Tabernacle auditorium.

5. The general public (as opposed to cottage owners, their guests or renters) is **not allowed** to use the following Park facilities:

- a. The swimming cove is not open to the public and it is your job to see that offenders (however innocent of the rules) leave the Park. The more you get to know the owners, their guests and registered renters on the Park, the easier this task will be. You are not expected to spend the entire day at the Cove, but an inspection of vehicle tags will quickly lead you to those who shouldn't be there. This job should get easier as word gets out that this rule will be enforced. The Cove may be used by owners, renters and guests only during daylight hours.
- b. There is to be no picnicking on park grounds or use of dock facilities for fishing by the general public. The same is true for fishing on the coast of all parts of the Park. The launch site in South Bay is also only for use by residents and registered renters. The public should not be allowed "just this once" privileges. Give them helpful directions to other area launch sites, fishing sites and picnic grounds.
- c. The general public is not allowed to use the tennis courts which are reserved for fee-paying tennis members who have signed up to use the court. This is true, regardless of whether the players are owners or the general public.



- d. The playground is generally available only for the use of owners, guests or registered renters and their families. Limited general public access to the playground in daytime hours is generally tolerated for visitors if a parent or responsible adult is present at all times. This is not a baby-sitting facility for non-residents. Regardless, the playground is closed at 10:00 pm to everyone.
- e. The general public is not permitted to dump trash, garbage or other debris any place on the Park.
- f. Except for the limited purposes set forth above, the general public may not park their vehicles any place at all on the Park. For example, a visitor is not allowed to park one's car at the Four Corners or elsewhere (including near the main dock) and leave it while he takes a boat ride (with someone other than a park resident or registered renter). Even in the latter cases, you should encourage that guest to park at the inviting owner's cottage or a designated visitor parking lot. Also, except by permit, there is to be no overnight parking anywhere on the park except for owners, guests and registered renters. Tickets should be issued, and license numbers reported to the Office.

GENERAL RULES

1. The "Green Book" contains the general rules of the Park. You should be thoroughly familiar with this book and with all revisions. It is your job to help familiarize owners, guests and registered renters with these rules. Only if your assistance and instruction is ignored (or the breach is clear) should you take the further step of issuing a warning, advising the Office, issuing a ticket or (in extreme situations) contacting the State Police. Your training and our rules and practices should indicate which course to follow. Consult with the Park Manager or the Chief of Security if you are unsure.
2. General Enforcement Procedures:
 - a. Warning: If the violator (whether cottage owner, family member, guest or renter) is in the immediate vicinity of the infraction, your first response should be a verbal warning and request



that the violation be ceased. Failure to comply with your request will lead to the issuance of a ticket.

- b. Issuance of Tickets: Unless a verbal warning has been voluntarily complied with in a reasonable and expeditious manner, you are to issue a ticket for any and all material violations of the Park's rules, regulations and standards of conduct.
- c. Repeat Offenders/Extreme Circumstances: If, after the issuance of a ticket, the violator fails to discontinue or abate the infraction, you are to either (1) contact the Chief of Security immediately, day or night, if you regard the situation as a serious offense or breach of peace, or (2) you are to contact the State Police and the Chief of Security if the violator poses a physical threat to himself or others, poses a threat to the property rights of others, or appears to be intoxicated and abusive. Except in cases of self-defense or defense of others, you should refrain from physical contact in all such instances.
- d. Family, Guests and Renters: If the conduct of a non-owner warrants the issuance of a ticket, do so in the same manner as you would an owner. In addition to the identity of the violator, attempt to determine whether he/she is a guest or renter of an owner. If so, you should make an effort as soon as possible to visit or phone the owner to advise him/her of the situation and to remind them that they are responsible for the actions of his family, guests and renters, as well as any fines which may be imposed. Indicate the name of the owner on the copy of the ticket which is turned in to the Office.
- e. Preservation/Maintenance/Building Code Violations: If you are aware of a violation of any of these codes, do not follow the normal ticketing procedures. Instead, make a reasonable effort to verbally notify the owner of the cottage or boathouse which is in violation and, if necessary, leave a note at the cottage advising that the owner should contact the Park Office concerning the problem by the next business day. You should then verbally and by written report notify the Chief of Security of the apparent violation and the action you took. He will investigate and the Park Manager may, if appropriate, issue a Cease and Desist or Stop Work Order. If you observe that Order being violated, contact the Chief of Security of Park Manager, day or night.



FINES AND ENFORCEMENT PROCEDURES

Although you as the Security Officer do not establish the amount of fines (nor do you enforce either collection or compliance), you should be aware of the enforcement procedures which will be followed by the Corporation; and you should share this information with owners, families, guests or renters in connection with warnings, tickets, etc.

1. Fines for improper parking and other minor infractions, unless separately established, are presently \$20 for each infraction, and are payable at the Park Office within seven (7) days of issuance of the ticket.
2. More serious violations of published Park Codes, the Green Book, other Park policies, vehicle speeding or careless use (including golf carts), rental occupancies, failure to comply with cease and desist orders, etc., will carry a minimum fine of \$50 per violation and/or day of continued violation.
3. In the event that fines are not paid in a timely manner, the amount of the ticket or tickets will be doubled and will be added to the owners Rent, Tax and Service bill and will accrue interest at the rate of 2% per month until paid. Notice will be given to the cottage owner when the charge is assessed to the bill.
4. Cottage owners are responsible for fines assessed against their families, guests or renters of their cottage or boathouse.
5. In the event that a cottage owner (as opposed to a guest, family member or renter) wishes to appeal the assessment of the fine, he/she may request a meeting with the Park Manager to appeal the fine. Note: the only ground for such an appeal would be to dispute that the violation took place or to show that the violator was not a family member, guest or renter of the cottage owner. Claimed lack of knowledge of the rule broken or lack of other warning will not be grounds to reverse the fine. If after the appeal the cottage owner is still dissatisfied, he/she may make written appeal to the Corporation's Board of Directors, detailing the reasons why the fine should be vacated. The Board will review the appeal and make a decision in writing. The Board may (although it is not required to) invite the cottage owner to review the facts in person.



6. Cease and Desist Orders: For such Orders issued for violations of the Preservation/Maintenance/Building Codes, the Park Manager or other appropriate Board will investigate pursuant to its own procedures and either withdraw the order, issue an appropriate permit upon proper application by the cottage owner, or will issue fines and further orders if the violation is not abated in accordance with the Park Manager's or Board's decision. In addition to fines and enforcement by appropriate legal remedy, the Corporation reserves the right to declare the cottage owner in default of his/her lease.



THOUSAND ISLAND PARK CORPORATION

COTTAGE OWNERS' MANUAL “THE GREEN BOOK”

AMENDMENTS & ATTACHMENTS



AMENDMENT A:

THOUSAND ISLAND PARK CORPORATION

RENTAL COTTAGES

Cottage Renters have long been an integral part of the total experience of Thousand Island Park and are always a welcome addition to our community. To facilitate the shared understanding of the rules, regulations and recreational opportunities provided by the Park, and to maintain the quality of life for all, the following revised Cottage Rental Policy has been adopted after a number of neighborhood meetings were conducted by the Board of Directors.

POLICIES GOVERNING THE RENTAL OF COTTAGES AT THOUSAND ISLAND PARK

Effective April 1st, 2013, ALL rental cottages must be inspected and certified indicating the structure meets current electrical and fire safety codes. A completed & signed Safety Compliance Certification Form 1-A must be filed with the Corporation Office *before* the cottage is rented. In addition, a Cottage Rental Registration Form must be completed and submitted prior to the arrival of each tenant.

Effective January 1st, 2020:

- The number of rental weeks is limited to eight (8) weeks in a single season defined as: Memorial Day Weekend through Labor Day Weekend.
- During the season the rental fee is \$200 per week and may be adjusted from time to time by the Board of Directors. If the rental period exceeds seven days, partial weeks are permitted to be added to the tenant's stay during the season, prorated at \$30 per day. Cottages shall not be rented for any less than a week during season.
- During the off-season (the first Saturday after Labor Day to the Saturday before Memorial Day weekend) the fee is \$100 per week. If the cottage is rented for more than three consecutive weeks by the same tenant no additional fee will be charged. In the off-season cottage owners are permitted to rent for less than a week with prorations. The prorated fee is \$15 per day.
- All vehicles brought to the Park by renters must always display TI Park Parking passes (issued by the Corporation Office), including cars owned by rental cottage visitors. It is the responsibility of the Cottage Owner, or rental agent acting on the Owner's behalf, to ensure all renters are provided with parking passes by the time they arrive to the Park. Cottage Owners, or rental agents on Owner's behalf, must obtain and provide the passes to any renters who are checking in outside of Corporation office hours. During normal business hours, both renter and rental visitor parking passes are available for pickup at the Corporation Office.

The cottage owner or rental agent shall make available to the tenant a copy of the Rules and Regulations of Thousand Island Park (the "Green Book"). [*A condensed version of relevant Rules and*



Regulations is available at the Park Office in a laminated placard that can easily be posted in the rental cottage.]

The cottage owner or rental agent shall limit the number of persons occupying the rented cottage to the authorized number of persons which is currently two people per bedroom or a maximum of ten (10) people per cottage. This number includes adults and children alike.

Excerpt from the "Green Book" Rules and Regulations of Thousand Island Park New York, 1875 - 1979 and 1998 approved and adopted by Thousand Island Park Corporation Board of Directors.
RULE 7, Section A:

"When and if a cottage or boathouse is rented, the holder of the lease from the Corporation will be held responsible for any violations by tenants or occupants of rented cottages and/or boathouses for the compliance with the provisions of these rules and regulations ... any fines or costs will be chargeable to the cottage owner, and the same shall become a permanent lien upon the leasehold or other interest of the cottage owner ... and shall be collected as are other Rents, Taxes and Service fees ..."

RULE No. 7B passed by Directors' Meeting October 2, 1976, last revised to be effective 2016:

"No cottage shall be rented unless a rental registration is signed and filed by the cottage owner or their agent at the office of the Corporation on the forms supplied by the Corporation and the applicable fees paid.

The rental fee is currently two hundred dollars (\$200.00) per week and may be adjusted from time to time by the Board; but if the cottage is rented to one tenant for more than three consecutive weeks no additional rental fee shall be charged after three weeks."

Please note the occupancy rate shall not exceed two (2) people per bedroom (adult or child) or a maximum of ten (10) people per cottage (children included), whichever is less.

RENTAL COTTAGE POLICY ENFORCEMENT

- ❶** Completion of T.I. Park Forms [Cottage Rental Registration Form and Safety Compliance Certification Form 1-A] is required by ALL cottage owners who rent cottages.
- ❷** Parking passes with expiration dates are to be placed in the dashboard area of the vehicle and readily visible for inspection by security personnel.
- ❸** **Owners failing to register a cottage as a rental unit will be fined \$100.00.** With this fine, a written warning will be issued to the Cottage Owner advising that if cottage and tenants are not registered within 72 hours of receipt of notice, an additional fine of \$250.00 will be levied and a fine of \$50.00 per day will be charged for every day thereafter that cottage is not registered.



- ④ **Owners failing to register tenants will be fined \$50.00 for each infraction and rental fee will be \$50.00 per week for each week for failure to register tenants.** All Registration forms are available online at tiparkcorp.com and at the Park Office for all residents.
- ⑤ **Owners failing to Complete Form 1-A will be fined \$100.00.** With this fine, a written warning will be issued to the Cottage Owner advising that if the Form 1-A is not completed within 72 hours of receipt of notice, an additional fine of \$250.00 will be levied and a fine of \$50.00 per day will be charged for every day thereafter that the cottage is not certified.



THOUSAND ISLAND PARK CORPORATION

COTTAGE RENTAL REGISTRATION FORM

[To be filled out by cottage owner or agent and filed with the Park Office prior to each rental occupancy]

NAME OF COTTAGE OWNER: _____ PHONE #: _____

LOT #/STREET OF COTTAGE RENTED: _____

NAME OF RENTER: _____

NUMBER OF PEOPLE IN RENTAL PARTY: _____ CONTACT NUMBER FOR RENTER (CELL): _____

RENTAL TO BEGIN: _____ RENTAL TO END: _____ OWNER'S FEE = \$ _____

Type of Vehicle: _____ License #: _____ State: _____

Type of Vehicle: _____ License #: _____ State: _____

RULES GOVERNING THE RENTAL OF COTTAGES AT THOUSAND ISLAND PARK

The cottage owner or rental agent must:

- Fill out and file a Rental Registration Form at the Park Office PRIOR to the arrival of the tenant
- Furnish the tenant with a copy of the Rules and Regulations of Thousand Island Park
- Advise the tenant to display T. I. Park Parking Pass(es) in dashboard of vehicle
- Limit the number of persons occupying the rented cottage to two (2) people per bedroom or a maximum of ten (10) people per cottage, whichever is less. This number includes adults and children alike.
- The number of rental weeks is limited to eight (8) weeks in a single season defined as: Memorial Day Weekend through Labor Day Weekend.

Excerpt from the "Green Book" Rules and Regulations of Thousand Island Park, New York, 1875-1979 and 1998 approved and adopted by Thousand Island Park Corporation Board of Directors. RULE 7A/Amendment C: **"When and if a cottage or boathouse is rented, the holder of the lease from the Corporation will be held responsible for any violations by tenants or occupants of rented cottages and/or boathouses for the compliance with the provisions of these rules and regulations... any fines or costs will be chargeable to the cottage owner, and the same shall become a permanent lien upon the leasehold or other interest of the cottage owner... and shall be collected as are other Rents, Taxes, and Service fees..."**

OWNER'S RENTAL FEE: RULE 7B/Amendment D: **"No cottage shall be rented unless a rental registration is signed and filed by the cottage owner or their agent at the office of the Corporation on the forms supplied by the Corporation and the applicable fees paid. The rental fee is currently two hundred dollars (\$200.00) per week during the season defined as: Memorial Day Weekend through Labor Day Weekend and may be adjusted from time to time by the Board. If the cottage is rented to one tenant for more than three consecutive weeks no additional rental fee shall be charged after three weeks. If the rental period exceeds seven days, partial weeks are permitted to be added to the tenant's stay during the season, prorated at \$30 per day. Cottages shall not be rented for any less than a week during the season. During the off-season (the first Saturday after Labor Day to the Saturday before Memorial Day weekend) the fee is \$100 per week. If the cottage is rented for more than three consecutive weeks by the same tenant no additional fee will be charged. In the off-season cottage owners are permitted to rent for less than a week with prorations. The prorated fee is \$15 per day in the off-season". Owners failing to register a cottage/tenant via this form will be fined \$100.00. If the cottage/tenant is not registered within 72 hours of receipt of notice, an additional fine of \$250.00 will be levied and a fine of \$50.00 per day will be charged for every day thereafter that cottage/tenant is not registered.**

I have read the above rules and the applicable rental regulations.

COTTAGE OWNER OR AGENT



THOUSAND ISLAND PARK CORPORATION

COTTAGE SAFETY COMPLIANCE CERTIFICATION – FORM 1-A

NAME OF COTTAGE OWNER: _____ PHONE #: _____

“911” ADDRESS OF COTTAGE: _____ LOT # _____

PERMANENT ADDRESS OF OWNER: _____

EMAIL ADDRESS _____

As a part of T.I. Park’s Fire Protection Plan established in 2015, all cottage owners must complete the Safety Compliance Certification process. It is the Cottage Owner’s responsibility to provide a copy of Form 1-A, plus the inspector’s official report, to be kept on file at the T.I. Park Corporation office.

Please note: All owners who rent their cottages must complete the Safety Compliance Certification Process **PRIOR** to any rental of their cottage. This process is also required to be completed **PRIOR** to the approval of any lease transfer.

Date of Inspection of Electrical Service _____

- | | | | | | |
|------|---|-----|-----|-----|-----|
| [1.] | Cottage electrical service passed safety inspection | Yes | [] | No | [] |
| [2.] | Individual Smoke Detectors in Each Bedroom | Yes | [] | No | [] |
| [3.] | Current Fire Extinguisher in Kitchen | Yes | [] | No | [] |
| [4.] | Fire Extinguisher in Second Floor Bedroom | N/A | [] | Yes | [] |
| [5.] | Adequate Property & Liability Insurance in place | Yes | [] | No | [] |
| [6.] | Adequate and safe egress points | Yes | [] | No | [] |

Owners failing to complete and submit a Safety Compliance Certification Form 1-A may be subject to fines. Certification is required to ensure compliance with common electrical and fire prevention best practices as determined by a certified electrical inspector. This process will help ensure the safety of our residents, renters, guests and valued TI Park assets.

I certify that the information entered above is accurate and complete.

COTTAGE OWNER

DATE



ATTACHMENT #1:

THOUSAND ISLAND PARK CORPORATION DOG POLICY AND PROCEDURE

It has been said that “the Park is a great place for kids and dogs,” and it still is. The safety of our children and the peace of all, however, require more thoughtful regulation of our dogs and those owned by **renters** and **guests**.

All dogs in Thousand Island Park must be registered with the Park Office and have a TI Park tag attached to its collar. To register your dog and obtain a tag, owners must submit a current Rabies Certificate. The fee for a TI Park tag is \$15.00 for owners/residents and \$25.00 for nonresidents and guests.

SPECIAL NOTE: ADDITIONALLY, ALL DOGS ‘RESIDING’ IN NEW YORK STATE FOR 30 CONSECUTIVE DAYS OR MORE MUST HAVE A NEW YORK STATE DOG LICENSE. THIS LICENSE MUST BE PRESENTED WHEN REGISTERING YOUR DOG WITH THE TI PARK CORPORATION.

A NYS License can be obtained at the Town of Orleans Town Clerk Office at 20558 Sunrise Avenue, LaFargeville, NY 13656 telephone: 315-658-9950. The fee is \$10.00 for spayed/neutered dogs or \$20.00 for unsprayed/unneutered dogs. The NYS License renews annually and can be obtained via mail. In addition to paying the appropriate fee, dog owners must provide the following information:

- *Owners Name & Address (Current & Permanent)*
- *Owners Phone Number*
- *Dog Breed*
- *Dog Color*
- *Dog Name*
- *Dog Date of Birth (Year Only)*
- *Rabies Certificate*
- *Spay &/or Neuter Papers*

Any dog found in TI Park without a Park registration tag risks being impounded by the Jefferson County Animal Control Office. Owners will be fined \$50.00 for failure to register the dog and will also be responsible for all charges incurred while the animal is impounded. **It is the residents’ full responsibility to make all guests and tenants completely aware of the Park policy. Residents are ultimately responsible for dogs belonging to their guests and/or tenants.**

SPECIAL ATTENTION: IT IS THE RESPONSIBILITY OF ALL RESIDENTS, GUESTS AND TENANTS TO MAINTAIN CONTROL OF AND ASSUME FULL RESPONSIBILITY FOR THE ACTIONS OF THEIR DOGS.



DOGS AND OTHER ANIMALS

No dogs or other animals that are destructive of property or disturb the tranquility of Thousand Island Park will be permitted on Thousand Island Park. All animals that are known to be vicious or act in a threatening manner must be controlled by the owner. **All dog bites must be reported to the Corporation office and to Todd Cummings (315) 782-9179, Jefferson County Dog Control Officer.** Owners of animals so offending will be notified by the Corporation office and requested to remove the animal from the Park or control it adequately.

ONE BITE POLICY

THE TI PARK HAS A ZERO-TOLERANCE POLICY CONCERNING:

1. Any dog that bites and causes injury to an individual or another dog will be banned from TI Park.
2. In the event a dog bites an individual or another dog causing injury, a "Dangerous Dog Complaint" must be filed with Jefferson County by contacting County Dog Control Officer, Todd Cummings (315-779-5900).
3. Any/all dog bites resulting in injury must be reported in writing to the TI Park Corp. Office within 24 hours.

ENFORCEMENT POLICY:

Although the Corporation does not have a general "leash law," it reserves the right, with respect to any dog which is believed by the Park Manager to be uncontrolled or in violation of the rules of the Park to require either leashing, containment in house, or permanent removal from the Park.

Without limiting the foregoing, no owner or any other person harboring any dog in Thousand Island Park shall permit or allow such dog to:

- Engage in habitual loud howling or barking, or to conduct itself in such a manner so as to habitually annoy any person other than the owner or person harboring such dog.
- Cause injury to the person or property of anyone other than that of the owner or person harboring such dog or to commit a nuisance upon the premises of a person other than the owner or person harboring such dog.
- Chase or otherwise harass any person in such a manner as to reasonably cause intimidation or to put such person in reasonable apprehension of bodily harm or injury.
- Habitually chase or bark at motor vehicles, bicycles, or any other form of public transportation.
- Run loose on trash day between the hours of 5:00 am and 9:00 am.

In addition to the above controls, persons in violation of the above policy may also be levied a fine of \$50.00 and/or the dog may be impounded by the Jefferson County Animal Control Officer.



ATTACHMENT # 1-A:

THOUSAND ISLAND PARK CORPORATION

New York State Dog License

If your dog will be in New York State for **30 days or more** and if it is not licensed in New York, ***you must obtain a NY License***. Licenses can be obtained at the Town of Orleans office located at 20558 Sunrise Avenue, LaFargeville, NY 13656; Telephone: 315-658-9950.

The NYS Dog License renews annually and can be done via mail. Tags are issued for the life of your dog. In addition to a current Rabies Certificate and documentation indicating if your dog is spayed or neutered, owners must provide the following information:

- *Owners Name & Address (Current & Permanent)*
- *Owners Phone Number*
- *Dog Breed*
- *Dog Color*
- *Dog Name*
- *Dog Date of Birth (Year Only)*
- *Rabies Certificate*
- *Spay &/or Neuter Papers*

FEES: \$10.00 for spayed/neutered dogs

\$20.00 for unsprayed/unneutered dogs



ATTACHMENT #2:

THOUSAND ISLAND PARK CORPORATION GOLF CART POLICY & REGISTRATION

All owners of golf carts shall register their golf cart with the office, pay an annual fee of \$40.00 and upon doing so shall show proof of insurance with the following limits and coverages:

- Personal liability listing the Corporation as an ***additional insured*** covering bodily injury and property damage, with a New York State admitted insurance carrier, with liability limits of not less than \$500,000 per occurrence on a combined single limit basis, insuring against any liability arising out of or in connection with the use of a golf cart on the premises of the Corporation, to the greatest extent the law permits.

Inspection of the cart by T.I.P. Security in regard to lights and brakes will be required to obtain your stickers. Owners shall receive two registration stickers showing their lot number and must place the stickers on the sides of the golf cart.

All operators of golf carts must be at least 16 years of age and in possession of a valid Motor Vehicle Driver's License. No person under the age of 16 shall be allowed to operate a golf cart in Thousand Island Park. And all operators of golf cart shall be named on the golf cart agreement.

Golf carts shall not be driven on County Route 100, except to cross on a 90 angle. Operation of a golf cart on County Route 100 is in violation of New York State regulations covering vehicles operating on public highways and roads. The New York State Police will enforce this regulation in Thousand Island Park.

No more than 4 people (men, women & children) shall be allowed to ride in a golf cart at any time.

Drivers of golf carts shall maintain complete control of their golf cart at all times and shall not operate the vehicle in any manner that shall be deemed reckless.

Golf cart lights are required. Headlights and taillights shall be operational and in use at all times that the golf cart is in operation during non-daylight hours, and **no golf cart shall be operated between the hours of 12-midnight and sunrise**, nor without an adequate muffler system.

Persons in violation of the above policy may be levied a fine of \$50.00 and/or may result in a revocation of the privilege of operating a golf cart in Thousand Island Park.



THOUSAND ISLAND PARK CORPORATION

GOLF CART AGREEMENT

Licensee agrees that only the following driver(s), all at least sixteen (16) years of age and in possession of a valid Motor Vehicle Drivers License, will be permitted to drive on the property of the Corporation as detailed herein.

THIS AGREEMENT is made and entered into as of the **(Today's Date)**: _____, among:

The Thousand Island Park Corporation, a domestic corporation existing under the laws of the State of New York, having a postal address at 42822 St. Lawrence Ave. Unit #1103, Thousand Island Park, N.Y., 13692, herein known as "The Corporation", and

(Print Name): _____ **(Lot #)**: _____, herein known as "The Licensee"

1. **License**: The Corporation grants a license to the Licensee and the Licensee accepts a license for the term, at the fee, and upon all of the conditions set forth herein for the operation of a golf cart upon the private roadways owned by the Corporation, situated in the Town of Orleans, Jefferson County, New York.
2. **Term**: The term of this license shall commence on the date of this Agreement and terminate on the 31st day of December, thereafter, but shall be renewable upon the endorsement of both the Corporation and Licensee for a successive term of one year, subject to the rights of cancellation set forth below. If both parties agree to renew this license, the parties shall execute endorsements for each respective renewal and annex the said endorsements to this license which endorsements shall include any additional or different terms.
3. **Fee**: During the term of this license, Licensee shall pay to the Corporation an annual fee in the amount of \$40.00.
4. **Indemnity**: The Licensee hereby agrees to defend, hold harmless and indemnify the Corporation from and against any and all claims, causes of action, suits, losses, costs, liabilities, damages and expenses, including attorney's fee, for personal injury, death or property damage arising out of or connected to the use of golf carts on the above-described premises by Licensee, its agents, visitors, guests or invitees specifically including all such claims, causes of action, etc., occasioned entirely or in part by the negligence of the Corporation to the highest extent the law permits.
5. **Insurance**: As a condition of granting the license herein described, the Licensee, at its own cost, shall secure and maintain for the entire term of this license, including any renewals thereof, a personal liability insurance policy (including contractual liability covering the indemnification in paragraph 4), covering bodily injury and property damage, with a New York State admitted insurance carrier, with \$500,000 on a combined single limit basis, insuring against any liability out of or in connection with the use of a golf cart on the premises of the Corporation by the Licensee, its employees, agents, visitors, guests and invitees. Such policy shall be primary. The Licensee shall cause the Corporation to be named as an additional insured therein. Before this license shall be effective, Licensee shall provide the Corporation with proof of insurance as required herein. Such insurance shall not be canceled, modified or not renewed except upon thirty (30) days written notice to the Corporation. This license shall automatically terminate at such time as the aforesaid insurance coverage is no longer in effect.
6. **Construction with Other Laws**: This license, and all rights of the Licensee hereunder, shall be subject and subordinate to any other laws of this State, including but not limited to the Vehicle and Traffic laws of the State of New York.



7. Miscellaneous Provisions:

- (i) Licensee may not assign or transfer the license granted by this Agreement.
- (ii) This license only applies to use of golf carts on the private roads of the Corporation, which are normally traveled by automobile. This license does not permit Licensee to operate a golf cart on other lands owned by the Corporation. Golf carts shall not be driven on County Route 100, except to cross at a 90-degree angle. Operation of a golf cart on County Route 100 is in violation of New York State Regulations covering vehicles operating on public highways and roads.
- (iii) This Agreement may not be modified, or any obligation waived, except by written instrument signed by the parties to be charged.
- (iv) No waiver of any provisions shall constitute a waiver of any other provision. This Agreement constitutes the entire Agreement of the parties with respect to this matter.
- (v) Licensee agrees that only the following driver(s), all at least sixteen (16) years of age and in possession of a valid Motor Vehicle Driver's License, will be permitted to drive on the property of the Corporation as detailed herein.

- (vi) Licensee agrees that no more than four (4) persons (men, women & children) shall be allowed to ride in a golf cart.
- (vii) Golf cart lights are required. Licensee agrees that headlights and taillights shall always be operational and in use when the golf cart is in operation during non-daylight hours and no golf cart shall be operated between the hours of midnight and sunrise, nor without an adequate quiet muffler system.

The second time that a golf cart is in violation and depending upon the severity of the violation the first time, the cottage owner will be fined, and permission will be revoked to drive that golf cart on our roads.

IN WITNESS WHEREOF, the Corporation and the Licensee have hereunto signed and acknowledged this Agreement to be effective on the year and date first above written.

Licensee



ATTACHMENT #3:

THOUSAND ISLAND PARK CORPORATION

TENNIS & PICKLEBALL COURT POLICIES & REGULATIONS

- The tennis and pickleball courts at Thousand Island Park are for the exclusive use of cottage owners, house guests, renters and sponsored guests.
- Sign-up sheets located at the courts 1, 2 and 3 are provided to schedule players' times.
- **All players, and those participating, that are signed up to play, must hold a membership pass.**
- Courts can be reserved for a maximum of 2 hours.
- If no one is signed up, the courts are free for Park residents to play. Please limit your play to 1.5 hours if others are waiting. It is on a first come basis.
- Tennis shoes/sneakers must be worn on the tennis courts.
- No bike riding allowed on the tennis courts.

TENNIS FEES

COTTAGE OWNER MEMBERSHIP FEES

	<u>SEASON</u>	<u>MONTH</u>	<u>WEEK</u>	<u>WKEND</u>	<u>DAILY</u>
FAMILY	\$130	\$75	\$40	\$15	\$ 9
INDIVIDUAL	\$ 85	\$45	\$20	\$ 6	\$ 4
JUNIOR	\$ 50	\$25	\$13	\$ 3	\$ 2

RENTER, HOUSE GUESTS OR SPONSORED GUESTS

FAMILY	\$160	\$95	\$50	\$25	\$12
INDIVIDUAL	\$110	\$50	\$25	\$ 9	\$ 5
JUNIOR	\$ 75	\$32	\$20	\$ 5	\$ 3

The family membership rate includes family members residing in the same cottage.

All monies collected for tennis go back into maintaining our tennis courts. Help everyone that plays and register when you play, or you have guests. It is the responsibility of all residents to register for tennis and assure that all house guests, tenants and sponsored guests register. It all helps to keep the cost of tennis down and our maintenance up.



ATTACHMENT 4:

THOUSAND ISLAND PARK CORPORATION

PEST CONTROL POLICY

Conventional pesticides contain toxic ingredients that can, according to EPA, affect the nervous system, cause skin and eye irritation, affect hormones and the endocrine system and cause cancer. According to the New York State Department of Health, “The improper storage, application, or disposal of pesticides present potential health risks to the entire family, especially children.”

There are safe, natural, green alternatives that do work, and owners are asked to try these before applying chemical insecticides. Boathouses, or any other structure within 25 feet of the shoreline, should NEVER be treated with any chemical insecticide. EMERGENCY treatments will only be allowed if approved by the Corporation Office.

[1.] NOTIFICATION

It will be the responsibility of both the Cottage Owner & pest control company to give contiguous neighbors - within 200' - proper notification that their property will be having pest control treatment on a specified date. Notification should be by Cottage Owner & pest control company immediately before treatment is applied. This will allow neighbors to shut windows and remove themselves and/or children from that area if they so desire. Other nearby residents may also be notified, depending on proximity, wind conditions, presence of children, etc.

Pest control companies need not fulfill the notification requirements if making an interior application ONLY.

[2.] SCHEDULED SPRAYING

Residents should – whenever possible – schedule their pest control “treatments” with their respective Park-licensed pest control companies as early before Memorial Day or thereafter as possible. This will enhance safety and convenience for residents and their neighbors and eliminate the need for some treatments through the busy months of June thru August.

Residents should similarly attempt to make any of their own exterior pesticide applications as early in the season as possible.

Pest Control Companies will ONLY be allowed to do “treatments” on Tuesday, Wednesday & Thursday. NO “treatments” will be allowed on Friday thru Monday. Residents applying their own pesticides are encouraged to also treat only on these days whenever possible.



Emergency “treatments” other than allowed scheduled days will be reported to the Corporation Office by the pest control company the day of treatment. If the Corporation Office is closed at the time of the EMERGENCY treatment, the pest control company must inform the Corporation Office of the treatment the following business day.

[3.] APPLICATION PROCESS

All pest control companies will adhere to the “minimal” treatment rule as allowed by law and will make every effort to minimize “over spray” and “drift” & will modify their application methods, if necessary, to do so.

[4.] REGISTRATION OF PEST CONTROL COMPANY

All Pest Control Companies must be licensed with the Corporation Office & DEC-registered to do pest control “treatments” on T.I. Park property.

[5.] FINES

Cottage owners who violate this policy may be subject to fines up to \$100 per occurrence.

Pest Control Companies that violate any provision of this policy will fall under the “3 strike rule” that is contained in the *Contractor Licensing Policy* that they have signed and agreed to abide by.



THOUSAND ISLAND PARK CORPORATION

PAVILION POLICY

The historic renovation of the Thousand Island Park Pavilion, completed in 1998 and made possible through the generosity of its residents and friends, has provided a valuable community resource. True to the Pavilion's tradition as a community focal point, the T.I. Park Corporation, in consultation with the Landmark Society, wants to reaffirm that the Pavilion will be dedicated to its use by the entire community. We welcome everyone to take advantage of this unique opportunity and we have adopted the following policy governing use of the Pavilion:

[1.] THE UPSTAIRS OBSERVATION DECK AND DOCK AREA:

Open at all times to residents of the Park, their guests and other friends of the community to enjoy the view of the river and the natural beauty of the Pavilion and its surroundings. We ask only that everyone abide by the rules and regulations established to protect the Pavilion and the enjoyment of the facility by others as well. No bikes or other disruptive activities will be permitted.

[2.] THE OBSERVATION DECK OR UPPER LEVEL OF THE PAVILION:

Can be rented by cottage owners and renters or non-residents if sponsored by an owner, for private social events such as weddings and parties. The Park resident who is sponsoring an event for renters or non-residents **MUST** attend the sponsored event. However, in order to maintain the "open door" policy noted above, the upper level must remain open to the public at all times, so any private rental/use of the upper level will be considered open to the public. The upper level can accommodate a maximum of 100 persons (with 100 chairs); the current rental fee is \$50 per hour with a *Minimum* of two hours (or \$100) per rental.

Availability is subject to planned TI Park seasonal events/functions.

[3.] FIRST FLOOR INTERIOR, OR LOWER LEVEL, OF THE PAVILION

All TI Park community groups may reserve for their meetings and other functions by applying at the Corporation office. A "community group" for these purposes will be any group whose membership is open to the residents of Thousand Island Park and/or whose function is deemed by the Corporation to serve the community interest of the Park.

Although the Corporation retains the right to restrict the number of reserved functions or deny permission to any group or activity in its sole discretion, it is hoped that the facility will be well utilized by such community groups as the Landmark Society, the Fire Department, the Tabernacle Society, the



Yacht Club, Plant Parenthood, the Thousand Island Park Museum, the Library Society, Rock Ridges, church choir groups, chess and other tournaments, educational or self-improvement classes, coast guard safe boating classes, parent groups, emergency medical training courses, art groups, volunteer Corporation committee meetings, etc. and occasionally, outside community groups if sponsored by a T.I. Park organization. The user or sponsor will not be required to pay a fee for the use but will be responsible for its own set-up and clean-up, for which a security deposit may be required.

[4.] THE FIRST FLOOR INTERIOR, OR LOWER LEVEL, OF THE PAVILION:

Except when reserved for community functions, will generally be open in-season from 9:00 am to 7:00 pm. There will be limited seating facilities and a few board game/card tables provided, and it is hoped the interior will provide refuge from the rain and protection from the sun for our residents and guests of all ages and all interests simultaneously. It is not to be seen as simply a “rec room,” or only as a quiet library. More appropriately, it is an extension of everyone’s living room or porch and should be used and shared in the same way.

- ▶ The first-floor interior or lower level of the Pavilion is also available for rent by cottage owners and/or sponsored renters or non-renters. Residents that are sponsoring an event for renters or non-residents MUST be in attendance @ that sponsored event. The lower level can accommodate a maximum of 75 persons and the rental fee is the same as the upper level--\$50 per hour with a minimum of two hours (or \$100) per rental.

Availability is subject to planned TI Park seasonal events/functions.

Alcoholic beverages are generally not allowed on either level of the Pavilion. However, if a community group or renter would like to serve alcohol during a reserved event, permission must first be obtained from the T.I. Park Corporation office. Under no circumstances may alcohol be sold during an event. Proof of insurance is required for all events by renter and/or sponsor.

The Corporation reserves the right to adopt other and further rules and regulations in connection with use of the Pavilion, but we expect the cooperation of all our residents and guests in protecting this asset for all of us. Parents are also urged to educate their children about appropriate use of the Pavilion.



THOUSAND ISLAND PARK CORPORATION

PAVILION/GAZEBO/CHAPEL RENTALS - INFORMATION SHEET

The TI Park Pavilion can be rented by owners (and renters if sponsored by an owner) for private social events such as weddings and parties. Please contact the T I Park Office to check availability.

The upper level can accommodate a maximum of 100 people; the lower level holds a maximum of 75 people. You may rent the upper level, lower level or both levels.

Please note that the upper level of the Pavilion must remain open to the public. So, if you choose to rent the upper level for a private social event, your event will be open to the public.

TO RENT THE PAVILION, THE FOLLOWING ARE REQUIRED:

- ▶ A Reservation Form must be completed and submitted to the TIP Corporation Office. Forms are available online at tiparkcorp.com.
- ▶ A rental fee of \$50 per hour with a minimum of \$100 for each level rented must be paid at the time a reservation is made. All guests must vacate the Pavilion no later than 11:00 pm on the night of the planned event. There is no charge for set-up or clean-up time.
- ▶ A Security Deposit equal to the total amount of the rental fee charged must be submitted 30-days prior to the planned event. This deposit will be returned once clean-up is completed, an inspection conducted, and no damage is found. Please note the clean-up includes emptying garbage/trash cans.
- ▶ A T I Park Corporation "Hold Harmless" Agreement must be signed, notarized, and submitted.
- ▶ A certificate of liability insurance must be provided with a minimum of \$1,000,000 limit for general or personal liability. The certificate must specify "The event is being held at the T.I. Park Pavilion 17204 Coast Ave West, Thousand Island Park on (Date) ." Thousand Island Park Corporation must be listed as additional insured. A minimum of \$1,000,000 limit liquor legal liability must be provided if you are looking to serve alcohol during the event. No alcohol may be sold during the event.

The *TI Park Gazebo or Chapel* can be rented by owners (and renters) for private events such as weddings or church services. As with the Pavilion, *availability is subject to planned TIP Corp. Functions*. TO RENT THE GAZEBO OR CHAPEL, THE FOLLOWING ARE REQUIRED:

- ▶ A Reservation Form must be completed and submitted to the Corporation Office
- ▶ Chapel usage: \$150 fee
- ▶ Gazebo usage: \$500.00 fee for non-residents / \$250.00 fee for residents



THOUSAND ISLAND PARK CORPORATION

Pavilion Reservation Form

Must be completed and submitted to the TIP Corporation Office

Name: _____ Phone: _____

Email: _____ TI Park Address: _____

If not a resident of TI Park, please list sponsor's information:

Name: _____ TI Park Address: _____

Sponsor's Signature: _____

Requested Venue Space (Upper, Lower or Both Levels): _____

Date of Event: _____

Time of Event: From _____ To _____ Set-Up: From _____ To _____

Type of Event (wedding, birthday party, etc.): _____

Would you like us to set-up tables and/or chairs for you? _____

If so, how many chairs? (up to 35) _____ Tables? (up to 15) _____

Number of Guests Expected: _____ Number of Cars * : _____

** Special "Event Parking" signs will be used by our Security Staff to delineate areas at the Main Dock/Pavilion where limited and orderly parking will be permitted for special events only. Please submit Event Parking requests to the Corporation Office for review. Any overflow of vehicles for these events will need to use the overflow lots around the Park. In order to save parking space for church services, we recommend using the parking lot on Park Avenue (on the opposite side of the street from the Tabernacle) or the lot on Ontario Avenue near Rainbow Street. Parking maps available upon request.*

RATES:

\$50 per hour with a minimum of \$100 for each level rented
Security Deposit equal to the total amount of the rental fee

Signature of Reservation Holder

For Office Use Only:

Date Received: _____ **Additional Info:** _____



RELEASE HOLD HARMLESS AND INDEMNIFICATION

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT _____ their heirs, successors and assigns (hereinafter "insert name of renter") in consideration for the use of premises known as "The Pavilion" do hereby release from liability, agree to hold harmless and indemnify the

THOUSAND ISLAND PARK CORPORATION, of 42822 St. Lawrence Ave. Unit # 1103, Thousand Island Park, NY 13692, its successors and or assigns (hereinafter "The Corporation")

from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law, admiralty or equity, which against The Corporation, the "Pavilion," their guests and or invitees ever had, now have, or hereafter can, shall, or may have, for, upon, or by reason of the "Pavilion's" use, or the use by their guests and or invitees, of the premises known as the "Pavilion" located upon premises owned by The Corporation on _____.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require.

AGREED TO BY:

Renter Name (Type or Print)

Renter Signature

IN WITNESS WHEREOF

have hereunto set their hand(s) and seal(s) on the _____ day of _____, 20__.

IN PRESENCE OF:

Witness Name (Type or Print)

Witness Signature

STATE OF)
)SS:
COUNTY OF)

On the _____ day of _____ in the year 20__, before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

(Updated 9/2017)



THOUSAND ISLAND PARK CORPORATION

Gazebo/Chapel Reservation Form

Must be completed and submitted to the TIP Corporation Office

Name: _____ Phone Number: _____

Email Address: _____ TI Park Address: _____

If you are being sponsored by a resident, please list sponsor's information.

Name: _____ TI Park Address: _____

Sponsor's Signature: _____

Requested Venue Space (Chapel or Gazebo): _____

Date of Event: _____ Time of Event: From _____ To _____

Type of Event (wedding, birthday party, etc.): _____

Would you like us to set-up tables and/or chairs for you? _____

If so, how many chairs? (up to 40) _____ Tables? (up to 8) _____

Number of Guests Expected: _____ Number of Cars * : _____

** Special "Event Parking" signs will be used by our Security Staff to delineate areas at the Library where limited and orderly parking will be permitted for special events at the Gazebo only. Please submit Event Parking requests to the Corporation Office for review. Any overflow of vehicles for these events will need to use the overflow lots around the Park. In order to save parking space for church services, we recommend using the parking lot on Park Avenue (on the opposite side of the street from the Tabernacle) or the lot on Ontario Avenue near Rainbow Street. Parking maps available upon request.*

Fees payable to Thousand Island Park Foundation

\$250.00 for residents

\$500.00 Gazebo usage for non-residents

\$100.00 for Baptisms at the Gazebo

\$2 per chair

\$7 per table

Fee payable to Thousand Island Park Corporation

\$150.00 Chapel usage

Signature of Reservation Holder

For Office Use Only:

Additional Info: _____



ATTACHMENT #6:

THOUSAND ISLAND PARK CORPORATION

Rules & Regulations Governing Exterior Maintenance, Repairs & Construction

1. CONTRACTOR/SUB-CONTRACTOR LICENSE:

In April 2012, the Thousand Island Park Corporation instituted a Contractor License program. *All contractors and sub-contractors working in T. I. Park must register and be licensed by the TI Park Corp. on an annual basis.* To obtain a new or renew an existing license, Contractors and Sub-Contractors must complete and sign a *Licensing Form* and submit it along with a current Certificate of Insurance to the TI Park Corp. Office. The Corporation maintains a list of "Registered Contractors," which is published on our website and made available to all TI Park owners/residents upon request. No contractor will be allowed to work in T. I. Park unless he/she is licensed by the Corporation Office.

2. PERMITS:

Permits are required for all contracted work (*apart from painting*) performed on the **exterior** of cottages and for **all work** performed on boathouses and docks. An application must be completed and submitted for review and approval before a permit can be issued. Work Permit applications are available online at www.tiparkcorp.com or at the TI Park Corp. Office.

The Preservation Board must approve any work that *will change the exterior design or appearance of a house or boathouse* before a permit can be issued. Preservation Permits require payment of a fee based on 1% of the total estimated construction cost (labor + materials) with a minimum of \$10 and a maximum of \$450. The Preservation Board meets periodically throughout the year. Preservation Permit applications are available online at www.tiparkcorp.com or at the Corporation office.

Permits for exterior work expire one year from issuance. No permitted project is to be worked on during more than one summer season (June 1-Labor Day). After work is performed during the summer season, work will be suspended by June 1 and not re-started until after Labor Day.

Replacement of existing materials (porches, steps, roofs, etc.), which do not change the exterior material, design or appearance of the house, requires a regular work permit. However, if an existing material or project is in direct violation of our current Preservation Code, Preservation Board approval may be needed.



"Any reconstruction of a non-conforming structure with this district must follow the new construction guidelines. Pre-existing status will not be allowed as a reason for noncompliance with the building guidelines for this area (2002)."

Jacking and leveling of a cottage requires a regular work permit. Any removal of trees requires Corporation approval.

Although interior work does not require a permit from the Corporation, one may be required from the Town of Orleans and/or Jefferson County. Please check with the Town of Orleans (phone 315-658-9950) and Jefferson County Code Enforcement Officers (phone 315-785-7735) for permit requirements for the Town and County before beginning a project.

3. INSURANCE:

Each contractor must have a current certificate of insurance for \$1,000,000 per occurrence/\$2,000,000 aggregate and proof of Workman's Comp (when applicable), and have a current TI Park Contractor License before a permit will be issued. The certificate should list Thousand Island Park Corporation as the Certificate Holder. Each subcontractor who works as an independent contractor must also have a similar certificate of insurance with general liability limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on file with the Corporation office, or must provide proof that subcontractor is included on the General Contractor's insurance policy as either an employee or covered subcontractor. Such proof can be provided by a signed statement on General Contractor's letterhead acknowledging status of subcontractor as insured as above. Please make sure that you have a current up-to-date certificate in our office. Failure to do so would result in permit approval delay and stop work orders.

4. HOURS:

Contractors are permitted to work in the Park between 8 a.m. and 5 p.m. Monday through Friday and from 9 a.m. to 5 p.m. on Saturdays. Contractors, except in emergency situations, may not commence operation of power tools while working in the Park before 8 a.m. weekdays and 9 a.m. Saturdays from June 21st to Labor Day. Work may continue later than 5 p.m. if necessary, but the Corporation asks that contractors be sensitive to the need for quiet that exists after normal business hours. If objections to extended hours are received from the residents, the Corporation will enforce the 8 a.m. to 5 p.m. regulation. Work is not permitted on Sundays or National Holidays without special permission from the office. This regulation applies to landscaping and grounds-keeping contractors as well as to construction contractors.

5. NOISE:

The Corporation asks that contractors be considerate of neighboring residents in the Park regarding the level of noise created. While recognizing that construction work is often unavoidably noisy, we ask for your cooperation in refraining from playing



loud music while working. Noise restrictions apply similarly to landscaping and grounds-keeping contractors; equipment, which creates loud noise, should not be operated except during those hours specified above.

6. PARKING:

Since Park regulations restrict the number of vehicles to be parked at a cottage to two, workers should park their vehicles at the storage garages or at the nearest designated parking area, after unloading tools and supplies at the job site. ***Under no circumstances are vehicles to be parked on sidewalks or along the Coastline, they are not to obstruct roads or driveways, nor are they to be parked on streets.*** If you are unsure where the nearest designated parking area is, please check with the Corporation office.

Large construction equipment such as excavators, backhoes, and other heavy equipment need not be removed nightly, but must be removed as soon as they are not being used for current operations, if they are stored on the cottage lot. Otherwise, that equipment must be removed nightly and taken to an off-park location.

7. SPEED LIMIT:

Contractors and workmen are not stopping at stop signs or driving the posted speed limit. The speed limit in Thousand Island Park is **15 mph**. Please observe this speed limit or you may be subject to fines.

8. DOGS:

Contractors and workmen are prohibited from bringing their dogs to the job site. Due to an increase in problems created by unsupervised dogs, we must ask you to refrain from bringing your pets with you to work.

9. SITE CONDITIONS & CLEAN-UP:

Extreme care should be taken to keep the Lot, sidewalks and surrounding roadways in as good condition as circumstances allow. Serious effort must be made to minimize dirt, ruts and avoid damage. ***It is the responsibility of the Contractor to leave the work site and surrounding area in a condition that is as good as it was before construction began.*** This requires that debris be removed, and surrounding lawns and drives be repaired if any damage was done to them during construction. Sidewalks should be given ***special attention*** by Contractors while working on a site. Any damage to sidewalks will be the responsibility of the Contractor to fix, per Corporation requirements. Failure to fix sidewalks will result in removal of the Contractor's T. I. Park license.

10. THREE-STRIKE RULE:



If any contractor or sub-contractor working in T.I. Park is found to be in violation of any of the above regulations, they will receive a written warning. If a contractor/sub-contractor receives three warnings in any one calendar year, their License to work in T. I. Park will be rescinded and they/their company will be removed from the "Approved Licensed Contractors" list. In addition to losing good standing with the Corporation, the Contractor will be precluded from further work on T. I. Park until the Board meets to discuss corrective action. The Contractor is susceptible to disciplinary action that can result in fines and/or suspension from working on Corporation property. The granting or denial of licenses and establishment of license fees, fines and penalties are matters solely within the discretion of the Board of Directors.

Thank you for your cooperation in observing our established rules and regulations. We hope this summer is a busy and successful one for you. If you have any questions regarding any of the above, or if the Corporation office can be of any assistance to you, please do not hesitate to contact us.



THOUSAND ISLAND PARK CORPORATION

BUILDING OR WORK PERMIT APPLICATION

INSTRUCTIONS:

1. Complete application below providing as much detail as possible. (We recommend keeping a copy for your records). Submissions can be made in hard copy or sent electronically to mgagne@tiparkcorp.com.
2. All Building or Work Permits require materials to be the same as the original/existing materials. *Proposed changes to the exterior appearance of a structure will require Preservation Board review and approval and must be submitted according to Preservation Board application procedures.*
3. Any or all proposed projects involving a change in grade require special permission from the Corporation.
4. Submit one photograph of the existing structure from the street view perspective and one close-up photograph showing where the proposed construction or repair work is to take place.
5. NOTE: Work may need a State of New York Building Code Permit, a Jefferson County Building Code Permit, a DEC or Army Corps of Engineers permit, and/or a Town of Orleans building or sewer permit, variance, special use or site plan review in addition to a Thousand Island Park Corporation Building Permit. Please check with the Zoning Code Enforcement Officer at the Town of Orleans (315-658-2057) and the Town of Orleans Clerk (315-658-9950) to determine which of these, if any, are required.

PLEASE COMPLETE THE FOLLOWING:

1. COTTAGE OWNER'S NAME: _____

PROJECT ADDRESS: _____

2. CONTRACTOR:

(Required if work is to be done by anyone other than owner)

3. PROPOSED CONSTRUCTION OR REPAIR:

Describe scope of work. Please include a detailed materials list with samples or catalog pages if applicable.



4. EXPECTED DATE OF COMPLETION: _____

5. AFFIDAVITS:

I certify that the information provided in this application is complete and accurate and the project described will be completed as stipulated above. Furthermore, I have read and familiarized myself with the contents of this application and do consent to its submission and processing.

Cottage Owner: _____ Date: _____

Contractor: _____ Date: _____
(on Behalf of Cottage Owner)





PERMIT



THOUSAND ISLAND PARK, NEW YORK

Permission is herewith given expressly to:

For the purpose of _____

***Special approval required whenever repair/replacement work is done on cottage foundations or piers resulting in a change in existing lot grade. ***

Permits for exterior work expire one year from issuance. No permitted project is to be worked on during more than one summer season (June 1-Labor Day). After work is performed during the summer season, work will be suspended by June 1 and not re-started until after Labor Day.

This permit is not transferable or assignable and is for the express purpose as indicated above and may be revoked at any time without cause. Permit is null and void on and after midnight _____

The Lessee(s) _____ assume(s) the responsibility of seeing to it that the contractor, _____ complies with all laws, rules and regulations of any legal entity issuing building codes and/or other permits, rules, or regulations applying to such structures. It shall be the responsibility of cottage owner/contractor to have proper liability and compensation, or any other insurance required for coverage.

THOUSAND ISLAND PARK CORPORATION

SEAL Authorized by Board of Directors
At Meeting held May 21, 1983

General Manager by Executive Assistant
DATE

In consideration of the granting of the above permit, the undersigned owner/contractor agrees to hold Thousand Island Park Corporation harmless from any claims arising out of or as a result of the work specified in the above permit including the cost of defending any action that may result therefrom and to reimburse Thousand Island Park Corporation for any losses resulting therefrom. The Thousand Island Park Corporation has issued this permit based upon the Lessee's (Owner's) representation of the location of lot lines and The Thousand Island Park Corporation makes no warranty or guarantee or representation as to the accuracy of same. In consideration of the granting of the above permit, the undersigned Lessee (Owner) agrees to hold The Thousand Island Park Corporation harmless from any claims arising out of or as a result of the location of the permitted improvement with respect to the lot lines of the Lessee (Owner), including the cost of defending any action that may result therefrom and to reimburse The Thousand Island Park Corporation for any losses resulting therefrom.

Owner/Contractor

THIS PERMIT TO BE POSTED AT WORK SITE



ATTACHMENT #7:

THOUSAND ISLAND PARK CORPORATION DEMOLITION POLICIES & PROCEDURES

PURPOSE:

Principles, policies and procedures relating to Demolition of Structures in Thousand Island Park intended to assist Applicants, and to be used by the Corporation in the review and disposition of all Demolition Permit Applications.

TIP REG. REF:

TIP Rules & Regs No. 11(C)1 – “A Corporation Permit is required prior to the... [demolition]... of.... cottages, accessory structures, boathouses, or docks...”

DEFINITIONS:

DEMOLITION:

The complete razing and removal of a cottage, accessory structure, boathouse, or dock

STRUCTURE:

As defined in the TIP Preservation Code...

“ Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground or the river bottom. The term includes dwelling units, buildings, boathouses, docks, catwalks, access stairways, platforms, and signs, but is not intended to include sidewalks, driveways and curbs.”

GENERAL PRINCIPLES:

The Corporation has enacted comprehensive Rules and Regulations with the fundamental objectives of protecting, maintaining, and preserving the distinctive historic character of Thousand Island Park and the historic Structures therein. Under widely accepted historic preservation principles, Demolition of a Structure is *generally presumed to be contrary to the above-stated fundamental objectives*. Accordingly, Demolition of a Structure shall only be authorized by the Corporation under extremely rare circumstances.

A Demolition approval shall generally require, or be conditioned upon, prior approval of any proposed replacement Structure. A replacement Structure, particularly a cottage, shall conform to strict historical design, size, and mass guidelines, regardless of location.



APPLICATION CONTENT:

Applicants are strongly encouraged to take account of the presumption *against* Corporation Demolition approvals in deciding whether to apply for a Demolition Permit. An Application requesting a Demolition Permit must demonstrate that the proposed demolition comports with the fundamental objectives of protecting, maintaining, and preserving the distinctive historic character of Thousand Island Park and the historic Structures therein. Applicants should use the “Guidelines For Review” set forth below to assist in preparing showings for a Demolition Permit Application, and any accompanying Permit Application for a replacement Structure.

GUIDELINES FOR REVIEW:

Generally, Demolition shall be deemed inappropriate if the Corporation determines that the Structure is of such architectural or historic interest and value that its removal would be detrimental to preserving the historic fabric of the immediate vicinity or Thousand Island Park as a whole. Rehabilitation or restoration of such Structures shall always be the preferred alternative. Any Demolition approval shall generally require, or be conditioned upon, prior approval of any proposed replacement Structure. Any proposed replacement Structure, particularly a cottage, shall conform to strict historical design, size, and mass guidelines, regardless of location.

The following inputs shall be considered in any such determination:

- ⊙ The written findings of the Corporation Preservation Board regarding the appropriateness of the proposed Demolition, and any proposed replacement Structure, in the context of the Preservation Board’s scope of review authority, including the consideration of responses to Neighbor Notification;
- ⊙ Outstanding Neighbor Notification issues in cases where Preservation Board action cannot resolve all matters raised;
- ⊙ The written opinion of the Thousand Island Park Landmark Society, or of any other entity with documented historic preservation expertise, regarding the architectural or historical significance of the Structure proposed for Demolition; and
- ⊙ A report of a licensed Building Inspector, Engineer, Insurance Adjuster, or other appropriately credentialed professional, other than the Applicant’s Building Contractor, providing a statement of the condition of the Structure, and providing an assessment of the feasibility and cost of any repairs or modifications of the existing Structure that are necessary to bring said Structure into compliance with applicable Building Codes (including the Corporation’s Preservation Code). *Any such report should be as objective as possible, and should rely on commonly accepted practices*



and methods for such analyses. There should be no predisposed bias towards a particular outcome (e.g. an approval or denial of a Demolition Permit).

Examples of instances where a Demolition might be deemed appropriate include, but shall not be limited to: substantial damage (e.g. cost of repair >[60]% of the appraised full market value of the subject Structure) resulting from a fire, storm, or other catastrophic event; an official governmental finding or objective qualified professional opinion indicating that the subject Structure is unfit for human habitation; or removal of a Structure that is reasonably determined by the Corporation to have no existing or redeemable architectural or historical significance.

An example of an instance where a Demolition generally will not be deemed appropriate includes, but shall not be limited to, a Structure that is reasonably determined by the Corporation to have existing or redeemable architectural or historical significance, even in the case where substantial rehabilitation or restoration (e.g. major foundation or structural repair, or exterior refurbishment) may be required.

STANDARD OF REVIEW:

The Standard of Review for any Demolition Permit Application shall be a reasonable determination by the Corporation of the best interests of Thousand Island Park. Such determination shall be based on the fundamental objectives of protecting, maintaining, and preserving the distinctive historic character of Thousand Island Park and the historic Structures therein, and shall take due account of the stated interests of the Applicant. Any such decision shall be issued in writing and shall set forth the principal reasoning on which said decision is based.



ADDENDUM
Lease
Boathouse Site – Dock Transfer

THOUSAND ISLAND PARK CORPORATION LEASE ADDENDUM

This Addendum, made the XXth of XXXXXXX - in the year of our Lord XXXX..... between

THOUSAND ISLAND PARK CORPORATION
Formerly known as
(WELLESLEY ISLAND PARK INC.)
Successor to
THOUSAND ISLAND PARK ASSOCIATION

a domestic corporation having its office at Thousand Island Park on Wellesley Island
in the Town of Orleans, County of Jefferson and State of New York,

hereinafter called the Lessor, and _____XXXXXXXXXXXXXXXXXXXXXXXXXXXX

residing at _____XX

hereinafter called the Lessee,

Witnesseth, The lessee agrees to maintain any boathouse, docks or other structures erected on the boathouse site in a sound and safe condition. The appearance shall be maintained by keeping in good state of repair and by cleaning, painting, resurfacing, or other method affecting a good appearance. It is agreed that the Board of Directors of Thousand Island Park Corporation shall be the sole judge of the condition and appearance of the structures and if in the judgment of the Board of Directors the appearance of any structure is in such condition as to be detrimental to the appearance of the Park as a whole or is not sound and safe, the Board may then order the lessee in writing to improve the condition or appearance of the structure, allowing six months thereafter for the lessees to conform. If at the end of six months from date of notice, the lessee has failed to improve the condition and appearance of the structure as ordered by the Board of Directors, it is agreed that the Board of Directors may cancel the lease of the boathouse site and recover possession. The boathouse, docks and structures erected thereon shall become the property of the lessor. This lease may be renewed for future additional periods of **five (5) years** provided the structures on the boathouse site and/or dock site have been maintained in a sound and safe condition and the appearance is judged acceptable by the Board of Directors.



ADDENDUM – Con't.

IT BEING FURTHER UNDERSTOOD AND AGREED AND THIS LEASE IS GRANTED AND ACCEPTED SUBJECT TO THE FOLLOWING INSPECTION CONDITIONS AND RESTRICTIONS:

1. Inspection date:
2. Boathouse ☐ Dock ☐
3. Description/Condition of Boathouse and/or Dock [PICTURES REQUIRED]

4. Work Needed Yes ☐ No ☐

If Yes – Submit Appropriate Permit Applications

Please see www.tiparkcorp.com for Permit Application or pick-up in Office

5. Survey Required Yes ☐ No ☐

6. Corporation Analysis

THOUSAND ISLAND PARK CORPORATION

LESSEE

By: _____

By: _____

Date: _____

Date: _____

