

CLEARWATER BEACH PROPERTY OWNERS ASSOCIATION



SPRING 2015

President's Message

2015 Dates to Remember:

***Marina Opening
May 1***

***Earth Day
Cleanup
Sunday, April 26***

***Summer
Beach Party
July 11***

***Annual CBPOA
Annual Meeting
Sat. July 25***

***Boat/Canoe
Kayak
Removal
Nov. 30***

Like most of you—I'm glad this winter is over! The 2015 winter months have produced some of the most challenging days we have had as a seaside community in many, many years. Luckily we have wonderful neighbors and town folk who have helped us get through these demanding sub-zero temperatures, dangerous road conditions and home heating problems. We accomplished this by either knocking on doors to help those in need, or just by making simple phone calls to make sure everything and everyone was alright. Let's just collect these good and bad snowy memories, add them to our scrapbooks and move on to the beautiful Clearwater Beach springtime.

The springtime in Clearwater beach is all about preparations. If you had taken a show-shoe walk through the reservation during the winter months you know there are numerous problems that have to be attended to including our annual beach clean-up, dredging, marina pole and bubble system repair and overall spring cleaning of the reservation grounds. You, as CBPOA homeowners, will be doing your own spring cleaning, organizing your houses, tending to your flower gardens, preparing lawns, backyards and deck furniture as spring sneaks up on us all.

A special feature in this newsletter is the inclusion of the CBPOA Covenants and By-Laws. Please review these documents when you can and retain them for your records.

As the warm weather creeps in let's all get out and about. Let's enjoy the Clearwater community and make it look as beautiful as we can. Too much cheerleading for you? Well it is part of our job. Spread the word!

The CBPOA board has a lot of work to do to get us through this wintery spring of 2015 and then into the summer. And don't forget. We can always use some assistance so don't hesitate to contribute your ideas and help.

With best regards,
Gerry Giliberti, President CBPOA



LIST OF OFFICERS & ASSIGNMENTS

PRESIDENT
GERRY GILBERTI

324-9612
CO-VICE PRESIDENT
DANIEL AHARONI
917 327-7070

CO-VICE PRESIDENT
JAMES CARFORO
914 260-6840

TREASURER
EDITH HOLMER
324-5364

ASST. TREASURER
MARIAN DIANGE
324-4090

SECRETARY/GATE
OPERATION
GARY GRILLE
907-9032

DOCKMASTER
WILL HOLMER
324-5364

ASSISTANT DOCKMASTER/
MAINTENANCE
BRUCE HOEK
324-0810

GATE OPERATION
AL SCHAFFER
324-6519

LIFEGUARDS/
MAINTENANCE
DANIEL AHARONI
917-327-7070

MAINTENANCE/BEACH
AL SCHAFFER
324-6519

MAINTENANCE
DAVID WAGNER
324-2676

MEMBERSHIP/LIENS
JAMES CARFORO
914-472-8756

BY LAWS/MEMBERSHIP
MARIAN DIANGE
324-4090

RESIDENT USE
OF RESERVATION
GARY GRILLE
907-9032

CODE COMPLIANCE
LEN CZAJKA
324-0418

NEWSLETTER EDITOR
GERRY GILBERTI
324-9612

GOOD & WELFARE
MARIAN DIANGE
324-4090

BOARD MEMBER:
KEN NEARY
516 318-3367

LEGAL ADVISOR
DANIEL AHARONI
917-327-7070

Cynthia Sherman
George Lombardi
Misha Jenkins & Rachel Fleit
Leif & Luisa Rauscher
William Dessoify
Chloe Gottlie & Richard Ting
Michael Tagliavia
Luis D. Vasquez & Meili D. Vint
Kerry Romeo & Anthony Ceriello
Pete Malave (V)

NEW HOMEOWNERS



Nancy & Michael Hodin
Melissa & Charles Downey
E. Kaufman
Sergei Goloubenko
Mihai & Alina Keleman
Elyssa & Kenny Gross
Nancy Labiner & Robin Gray
Joyce & Joseph Russo
Douglas Sheehan & Paula Wetzel
Andrew Tobin

EARTH DAY CLEAN UP

We have set aside **SUNDAY APRIL 26**, as a clean up day for the reservation. If you're interested in helping to spiffy up our reservation, at your convenience, just stop by for a few minutes and pick up whatever debris you can find. Bring a small garbage bag with you and place the debris in our dumpster. If the dumpster is full take the garbage home and dispose of it there. This is a great way to spend some time with your family and start thinking about the spring and the summer season to come. When you're done, stroll around your reservation again and take a good look at what we are so lucky to have here. Let's keep it beautiful!

**CHECK OUT THE
CBPOA WEBSITE!**
BOAT SLIP APPLICATIONS
DOCK RULES/REGULATIONS
HURRICANE PRECAUTIONS
NEWSLETTERS AND
MORE!!!

WWW.CBPOA.NET

CBPOA BEACH PARTY

SATURDAY, JULY 11



GATE CARDS

Please note:

- 1 Card is free.**
- 2 Additional cards are \$6 each.**
- 3 Homeowners are allowed a total of 3 cards.**

\$50 TO REPLACE A LOST CARD

from the desk of the

EXECUTIVE SECRETARY

Greetings and welcome to spring in the Springs. I, for one, am certainly delighted to have this past winter behind us.

--MAINTENANCE FEES--First off, I would like to thank those of you who write your lot # on your check when you pay your dues. As I sometimes process up to 50 checks per day, it makes things go much smoother when I have that 3 digit number. Your lot # can be found to the right of your name on the invoice that is sent to you by the treasurer. We have a little over 850 members of CBPOA, but currently only about 600 members have paid. If you have not already paid your maintenance fees, please do so at your earliest convenience. Your annual dues are used to maintain the entire reservation area: walkways, beach, marina and picnic/field areas. Please keep in mind that failure to pay the yearly dues more than two years in a row will result in having a lien placed on your home. Having a lien attached to your home will show up in a title search and prevent the transfer of ownership until all past maintenance dues, legal fees and interest are paid.

--GATE CARDS--Please remember that gate cards are only activated for members whose maintenance fees are current. If your gate card will not open the gate, it may be because you have not paid your maintenance fee. Each lot is allowed a maximum of 3 cards, with the first one at no charge and subsequent cards at \$6.00 each to a maximum of three. If you are issued the maximum of three cards and lose any or all, additional cards can be purchased for \$50.00 each. The cards that were lost will be deactivated. We realize that accidents do happen, so if you have a gate card that does not work, gets eaten by the dog with your child's homework or otherwise destroyed, simply bring me the pieces and I will issue you a replacement card.

--WEBSITE--I am often asked about the CBPOA website which is www.cbpoa.net. When trying to access the website, make certain that you type www.cbpoa.net directly in the address bar, which is at the top left of your browser screen, usually starting with <http://>. If you go through a search engine (i.e. google, yahoo, bing) you will come up with every Clearwater Beach in the world except ours. The website contains all the boating and kayak applications, information and instructions, as well as the updated Corporate By-Laws and the Association's Covenants & Restrictions. There is also a listing of the Board of Directors with their phone numbers, including the responsibilities they are assigned to that keep the reservation running smoothly. The minutes from the Board of Directors' meetings can also be found under a tab at the top of the page along with newsletters from the past few years.

--WOULD YOU LIKE TO JOIN THE BOARD?--According to Article V, Section 2 of the CBPOA by-laws, all candidates must submit to the Board, in writing, his/her intention to run for election by May 15th of the year running.

--EMAIL ADDRESSES--Our email database is pretty well established at this point as we currently have around 600 email addresses from a possible 850 or so homeowners. I am aware that some of you may not have an email address or may not want to share it; however, if you do have one and would like to become part of the database please feel free to call me at 631-907-9032 or email me at cbpoa.net@gmail.com and share that information. We will primarily use this database for warnings, such as in the event of an impending storm (e.g. Sandy) or if we need to reach the masses in a swift manner.

--GENERAL INFORMATION--If you have any questions or concerns, please feel free to contact me any day from 9am to 5pm and I will do my best to help you or connect you with someone who can. If you need to get a gate card, call me at 631-907-9032 and we can set up an appointment to meet. Please, no unannounced visits at my home. We do enjoy our privacy. Wishing you all a safe and enjoyable spring and summer.



FROM the DOCKMASTER

The 2015 boating season is about to begin. As of March 26, 2015 eighty applications have been received of which 15 are sponsored.

At present, there are 39 slips available. A few applicants requested a slip change from last year and their request will be honored if possible. This year several members have acquired larger boats and this should not pose a problem to accommodate them at the marina. No reservations are considered until all required paper work is received. Due to our priority assignment system, applicants with missing data were notified of their missing data and received a lower priority because of late completion of their application. Again an E-mail address request was made this year to boat applicants with the intent to communicate pertinent information about marina operation.

This past boating season, it has been observed by several boaters that a few slips had been unoccupied. If you do not plan to utilize the slip let some other boater request the slip. CBPOA will provide a refund on a pro-rated basis providing the slip is rented to someone else. The board has voted that non-utilized rented slips will be available to someone else next season.

Once again the channel cut to Gardiners Bay requires dredging and this will be completed by April 15. For next year and thereafter the Army Corps of Engineering will permit dredging after May. This could jeopardize the opening of the marina unless an exception to this ruling is provided. The CBPOA board has hired someone to deal with this new ruling.

This season, CBPOA again invoked the insurance requirements for boaters who desired a slip at our marina. Marine liability insurance coverage for each boat at the marina is required. We require a Certificate of Insurance (COI) indicating this coverage. An indication of Clearwater Beach Property Owners Association as an interested party must also be included in the COI. In addition, boats 25 ft or longer or boats less than 25 ft which have permanent installed fuel tanks must have spillage coverage designated in the COI. The COI is a one page "ACCORD" document outlining the insurance coverage including spillage, if required, and CBPOA as interested party. Your insurance agent should be familiar with this document. Remember, a copy of the boat registration is also required before a slip assignment will be provided. Several applicants provide a valid registration that will expire when the marina is opened. We require that a copy of an updated registration be provided before receiving a slip assignment. Most boaters had no problem meeting the CBPOA requirements and honored our request to only send the COI form instead of their entire boat or home owner's policy.

Our policy of notifying boat owners if their boat is in danger of sinking will be in place. If the boat owner does not respond, we will contact a marine service to pump out the boat at a cost to the boat owner. CBPOA will pay the marine service for the pump out and in turn will bill the boater. Failure to pay this bill will result in a denial of a slip in the future. The pump out fee will be set by the marine service. To avoid any pump out cost, the boat owner should periodically check the floating condition of their boat particularly after a rain storm. Please call the Dock Master (324-5364) or Assistant Dock Master (Bruce Hoek - 324-0810) for boating problems at our marina.

Kayak/canoe identification will be the same this year as last year. Renters will receive an assignment sticker to be placed on their vessel. Vessels with no sticker will be removed from the rack. Twenty eight racks, thus far, have been requested from members of the community, for the 2015 season. It is important to indicate the beam of the kayak/canoe on the application so an appropriate rack assignment can be made. The owners of canoes/kayaks must remove their small vessel from the rack by Nov. 30, 2015. It is suggested that kayak/canoe users get "Paddle Smart" and take a safe boating course in handling a canoe or kayak.

If you have experienced problems at the Reservation, please inform our secretary Mr. Gary Grille, the Assistant Dock Master or myself. This should be done within a few days. We ask that all boaters review the Marina Rules and Regulations which they will receive with the slip assignment.

For those that are unaware of our CBPOA web site, boat slip and rack applications can be downloaded in mid December of the prior year. You must make sure to download the application and the emergency data form. You can access the CBPOA web site by logging on to www.cbpoa.net. The marina rules and requirements for boaters are also posted along with other pertinent marina information.

FROM the DOCKMASTER (*continued*)

A free Vessel Safety Inspection, performed by a member of the Peconic Bay Power Squadron, will be available for this 2015 season at our Marina. If you wish to have your boat inspected, please call me at 324-5364 to make an appointment for this inspection.

Again, please note that securing last year's boat slip, the deadline for filing an application is Feb. 15. The applications are sent out in early December of the prior year and you are not assigned a priority number until all the requested information has been completed. This procedure is important to the boaters in our marina since we have only 119 boat slips and 900 hundred family members. All boats must be removed from the marina by Nov 30, 2015. Again, it is important to note that this year; the marina will be available for usage on May 1. On behalf of the Board of Directors we wish everyone a safe boating season.

New York State has passed a boating law that requires all boat operators under 19 to have proof of passing a New York boat safety course which was started in the fall of 2013. This law supersedes the Suffolk County law enacted in 2013. A list of boating safety courses offered by the Peconic Bay Power Squadron, a unit of the United States Power Squadron, may be found by going to the Peconic Bay website pbps.us/education/schedule/ and click on [Register On Line]. When registering you will be required to pay for the course via credit card since space is premium in these classes. Another source for the safety course is www.usps.org where classes available through Long Island are displayed.



Will Holmer

*Damage to the marina poles
on the floating dock*

WINTER STORM DAMAGE



Marina pole damage by the bulkhead.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

Date (MM/DD/YYYY)

01/05/2010

PRODUCER 203.336.2138 FAX 203.336.9507

The Fitzpatrick Agency, Inc.

840 Clinton Avenue

P.O. Box G

Bridgeport, CT 06605-0567

INSURED Wilbert J & Edith A Holmer

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Watercraft	Policy Number	10/26/2009	10/26/2010	Hull Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1995 Tiara Open 3100 "Will's Folly" Hull ID
 Pollution Liability included up to \$500,000

**CERTIFICATE HOLDER****CANCELLATION**

Clearwater Beach Properties Owners Assoc.
 P.O. Box 666
 East Hampton, NY 11937

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Melody Geriak

Melody Geriak

ACORD 26 (2009/01)

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FOR SALE BY OWNER

APPROXIMATELY HALF-ACRE LOT IN EAST HAMPTON
(CLEARWATER BEACH) 17 FENMARSH ROAD

Private Beach Private Marina
\$225,000 negotiable

Call Chris
(516) 284-7022
cmurad@optonline.net

EESTI JAHT SERVICE

***Custom Fiberglass
Fabrication***

***Shower Pans
Bathtubs***

Repairs

***Mold Construction
Multiple Parts***

631.329.1088

eestijaht@aol.com

Dear Advertiser:

First, thank you for advertising in our Clearwater Beach newsletter. We are in the process of updating our C.B.P.O.A newsletter advertising file for the upcoming year. Advertising rates for the coming year are:

Full Page:..... \$200.00

Half Page:..... \$100.00

Quarter page:..... \$75.00

One time design and set-up charge of \$20.00, supplied with copy; Repeat ads, no charge. To continue your _____ page ad for the year, please forward your payment of _____ by January 31st. Note: Any change in text or size of ad must be first forwarded to the Secretary, Gary Grille.

Please fill out and send with payment to:

C.B.P.O.A, PO Box 666, East Hampton, NY
11937

Advertiser's name/company _____

_____page ad. Payment _____

Ad to be repeated as in last issue: (yes / no) _____

Signe _____

Address _____ Telephone# _____

Email: _____

Clearwater Beach Property Owners Association, Inc.

P.O. Box 666 East Hampton. New York 11937

C.B.P.O.A. PICNIC AREA

Guidelines for Reserving Area

1. Send completed form plus check to Gary Grille CBPOA PO Box 666, East Hampton, NY 11937 631 907-9032.
Maximum number of 100 people allowed per reservation.
3. Cars must be parked in the paved parking lot.
4. C.B.P.O.A resident making the reservation is responsible for the conduct and actions of all guests and for the Cleaning Up of the area after the affair or party. TRASH MUST BE CARTED AWAY NO LATER THAN 10:00 AM the FOLLOWING MORNING.
5. No reservations will be made for July 4th weekend and Labor Day weekend.
6. No alcohol may be served to minors.
7. Any fires must be made in the grills or the fireplace.
8. Volume of music must be controlled at a reasonable level so as not to annoy the neighbors.
9. Affair or party must be over by 11:00 PM.
10. No fireworks at any time.
11. A deposit of \$150 is required seven days prior to reservation date, to be refunded after inspection of area shows clean-up complete and no damage to facility. Applicant is responsible for any damage to facility; C.B.P.O.A. will repair and bill applicant.
12. Approval of Board is required for any structure, tent or other article not presently on C.B.P.O.A property.
13. The beach sun shed will not be included in area of use.
14. Beach can be used for beach purposes only; no volley ball playing on beach.
15. East Hampton Town requires a Town Permit for gatherings of 50 people or more.
16. A Certificate of Insurance in the amount of \$1,000,000.00 must be submitted before the reservations date is confirmed. The Certificate must list CBPOA as additionally insured. This can be obtained from your Homeowners policy agency. IF LIQUOR IS TO BE SERVED, IT MUST INCLUDE LIQUOR LIABILITY. If an outside caterer is used, please be advised that a copy of his/her Certificate of Insurance in the amount of a million dollars must also list CBPOA as additionally insured.
17. Also, before your party date is confirmed, an indemnification and hold harmless agreement (copy attached) must be completed, signed and notarized by a notary public.
18. Picnic area reservations will be made available to Clearwater members in good standing and their immediate family members only.

C.B.P.O.A. PICNIC AREA RESERVATION FORM

Signature: _____ Date: _____

Name: (Print) _____ Phone: _____

Address: _____

Date of Affair: _____ Hours (from): _____ To: _____

Clearwater Beach Property Owners Association, Inc.

P.O. Box 666 East Hampton. New York 11937

**RELEASE TO ALL CLAIMS
AND
AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

In consideration of the permission given by the Clearwater Beach Property Owners Association (CBPOA) for the use of the Reservation Area in order to _____ on _____
Nature of Event Date of Event

_____ hereby agree(s) to all names of people indemnifying CBPOA indemnify and hold harmless CBPOA, every agent, employee and official thereof against all liabilities, claims, suits, awards or judgements whatsoever which may arise directly or indirectly out of the above activity in favor of or which might be claimed by _____
Names of all signers

Or third parties. It is understood and agreed that this release of claims and agreement to indemnify and hold harmless is a condition precedent and an un-severable part of the permission given by the CBPOA and that the CBPOA was induced to grant such permission by the promise of the undersigned to grant this release.

Name _____
Print all names of signers

Responsible official of organization
With authority to sign.

Signature _____

Date _____

(STATE OF NEW YORK)
(COUNTY OF SUFFOLK)

Today _____ appeared before me _____
Date Names of Signers

Notary Public

Check for \$150.00 made payable to CBPOA enclosed? Yes__ No__

Certificate of Insurance and Hold Harmless enclosed? Yes__ No__

COOKING LONG ISLANDS BOUNTY

By Phyllis Italiano

Wow! Wasn't this the winter that we all would like to forget, and, actually, as I write this we are still in its icy grip? The buds are few and far between. A couple of daffodils are struggling to rear their heads out of hard cold ground, but there are no real signs of spring, despite that the calendar tells us it's so. I don't know about you, but I indulged myself with enough of the so-called comfort food to make my pants uncomfortably snug. I know I'm not alone, and since there are no farm stands open to supply us with the usual "bounty," we will have to rely on a few of what I call skinny foods; healthy soups.

Cabbage and Beans

One head of savory cabbage	1 can of navy beans	2 Yukon gold Potatoes
1 carton or homemade vegetable broth	2 bay leaves	sprig of rosemary
2 shallots and 2 cloves garlic	olive oil	

Chop the cabbage into small slices, place in a colander and wash. Peel the shallots and garlic, and chop them into very small pieces. Cover the bottom of a large pot with olive oil. Warm the oil and toss in the shallots and garlic. Sauté gently till they are translucent, then add the herbs and salt and pepper. (Watch the salt.) Add the cabbage, then the broth and the can of beans. Peel the potatoes, and cut into thin pieces, which you should halve. Stir all ingredients. Frequently, I will also add a couple of thinly sliced carrots just to increase the nutritional value of the dish. Cook for 45 minutes to an hour.

Escarole and Beans

This soup has the same ingredients and is prepared in the same fashion, except that we will substitute the cabbage with a lovely head escarole. The escarole leaves are cut into bite sized pieces. Remove the inner yellowish leaves as they should be set aside for a lovely salad. Proceed as in the recipe above, but this time the carrots are a must. One can also add any pieces of chicken you might have set aside from a whole chicken like a neck or stomach. If you do use any chicken parts you might want to use chicken broth, instead of vegetable. Obviously, one can also make this same style soup with spinach, and soon we will be able to get spinach from our own gardens or the local farm stands. The nice thing about these vegetable-based soups is one can always have a large serving without worrying about one's waistline.

Other Healthy Dishes

My favorite salad consists of a mixture of the hearts of escarole, arugula, some romaine leaves (highest in calcium), Boston lettuce especially the red edged one, cucumber, tomatoes (the small sweet yellow ones), mixed with pomegranates seeds (currants when the pomegranates are out of season) topped off with gorgonzola cheese. The salad is drenched in olive oil, some basil olive oil and a special mix of mine consisting of aioli mayonnaise, lemon juice, enough rice wine vinegar to liquefy the mayonnaise, a few drops of Tabasco. A heap-ing serving of salad can take the place of desert.

Asparagus are the first of the bounty to appear in our gardens and on the farm stands. They need little preparation. Break off the woody tips. Place the discarded tips in the saucepan and cover them with water and gently cook them to produce asparagus water to be used later for vegetable stock. Place the rest of the stalks in a ceramic baking dish that has been lined with olive oil and bake for 10 minutes or until done. Any questions or comments: phyllisiitaliano@msn.com

Clearwater Beach Property Owners Association, Inc.
Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS made by Walter C. Hewitt, James P. Amaden, Lester Feierstein and East Hampton D. & E. Inc., dated 5/22/57 recorded 6/4/57 in Liber 4309 cp 405

WHEREAS The Developers are the owners of a tract of land situated near Fireplace in the Town of East Hampton, County of Suffolk and State of New York, which tract of land has been subdivided in accordance with a certain map entitled, "Map of Section No. 1 of Clearwater Beach, situate Fireplace, Town of East Hampton, Suffolk County, New York, dated 5/3/1957" and filed for record on 6/4/1957, in the office of the County Clerk of Suffolk County, Riverhead, New York as Map No 2715; and

WHEREAS, The Developers desire to make this Declaration setting forth the reservations, restrictions, covenants, conditions and agreements, subject to which the property shown on said map is now held and shall be sold and conveyed.

NOW, THEREFORE, The Developers declare that all the property shown at subdivided on said map above referred to is held, and shall be sold and conveyed by the Developers, subject to the reservations, restrictions, covenants, conditions and agreements hereinafter set forth, to wit:

1. No building except a private single family dwelling and one private garage for the use of the occupants of the dwelling, shall be erected, placed or maintained on any lot. No business trade or manufacturing of any kind shall be conducted or permitted, no part of said subdivision shall be used for any insane, inebriate or other asylum or any cemetery or place of burial, nor shall there be kept on any lot any animals, fowl, cattle or livestock other than domestic pets.
2. No building wall or other structure shall be erected, moved onto or maintained on any lot, nor any changes or alterations made therein, unless and until plans and specifications and the location of same, including plans for grading and clearing the lot to be built upon shall have been submitted to and approved in writing by the developers or their successors in interest. No dwelling shall be erected having a first floor area of less than 720 square feet, exclusive of porches, breezeways and attached garage.
3. No building shall be erected on any lot within forty feet of the line of any road or street, nor within ten feet of any side line nor within twenty feet of the rear line. On corner lots, a front yard is required on one street frontage and a side yard of thirty feet on the other street frontage.
4. No lot shall be divided or sold except as a whole without the written consent of the developers.
5. No advertising signs, trailers, tents, outside toilets or temporary buildings shall be permitted on any lot.
6. The owners of all lots in said subdivision shall have the perpetual right, in common with others to pass and re-pass on foot over and upon the strips of land designated on said map as "Foot Path to Beach", running from Kings Point Road to the shore of Gardiner's Bay.
7. The owners of all lots in said subdivision shall have and enjoy for use in common with others, the equal right and privilege to use and enjoy as a bathing beach that portion of the beach designated on said subdivision as Beach Reservation" which said "Beach Reservation" shall be for the common use of the developers, their grantees, and the grantees of the owners.
8. The developers reserve the title in fee to the beds of the roads and streets, for the purpose of dedication of same to the Town of East Hampton and for the installation of all utilities and easements therefore without the consent of any grantee.
9. All sewage disposal and water supply systems shall be constructed in accordance with plans approved by the Suffolk County Realty Department on the subdivision map filed herewith.
10. The provisions herein shall run with the land and shall be binding on all grantees, their respective heirs, as signs and successors.

11. Nothing herein shall be construed to impose upon the developers of their successors in interest, any obligation to restrict in any manner any other property now or hereafter owned by the developers.

Addition to Covenants and Restrictions dated July 31, 2004

NOW, THEREFORE, the ASSOCIATION declares that each individual parcel of property shows as subdivided on said maps above reference to is held, and shall be sold and conveyed by each and every member of the ASSOCIATION, subject to the reservations, restrictions, covenants, conditions and agreements set forth, to wit:

1. No homeowner or tenant shall permit the presence on a parcel within Clearwater Beach of more than one motor vehicle of any type or kind that shall not be duly registered with the Department of Motor Vehicles of any one of the fifty states of the United States unless said motor vehicle is either stored in a garage or duly covered with a tarp or other suitable cover.
2. If the violation shall continue unabated for a period of more than 10 days after the ASSOCIATION shall have notified the owner or tenant of the violation in the writing directed to the owner's or tenant's last known residence as carried on the books and records of the ASSOCIATION, said owner or tenant shall be deemed to have consented to the ASSOCIATION, taking any action that may be appropriate under the laws of the State of New York to cure the violation at the sole cost and expense of the homeowner or tenant as the case may be. The costs and expenses that may be incurred shall become a lien on the property and may be enforced in accordance with laws of the State of New York.
3. The provisions herein shall run with the land and shall be binding on all grantees, their respective heirs, assigns and successors.

TO ALL PROPERTY OWNERS:

Before commencement of any new construction or renovations, please be sure to have your architect and builder carefully check that your certified site plan complies with our covenants & restrictions. Below are the sections of the CBPOA covenants & restrictions pertaining to construction & setbacks from all property lines. Please be reminded that the setbacks set forth in CBPOA's covenants & restrictions differ from those imposed by East Hampton Town Building Department.

1. No building except a private single family dwelling and one private garage for the use of the occupants of the dwelling, shall be erected, placed or maintained on any lot. No business trade or manufacturing of any kind shall be conducted or permitted, no part of said subdivision shall be used for any insane, inebriate or other asylum or any cemetery or place of burial, nor shall there be kept on any lot any animals, fowl, cattle or livestock other than domestic pets.
2. No building wall or other structure shall be erected, moved onto or maintained on any lot, nor any changes or alterations made therein, unless and until plans and specifications and the location of same, including plans for grading and clearing the lot to be built upon shall have been submitted to and approved in writing by the developers or their successors in interest. No dwelling shall be erected having a first floor area of less than 720 square feet, exclusive of porches, breezeways and attached garage.
- 3. No building shall be erected on any lot within forty feet of the line of any road or street, nor within ten feet of any side line nor within twenty feet of the rear line. On corner lots, a front yard is required on one street frontage and a side yard of thirty feet on the other street frontage.**
4. No lot shall be divided or sold except as a whole without the written consent of the developers.

Clearwater Beach Property Owners Association, Inc.

BY-LAWS

Adopted June 24, 1967

First Revision June 28, 1969

Second Revision November 3, 1973

Third Revision July 31, 1982

Fourth Revision July 26, 1986

Fifth Revision November 11, 1995

Sixth Revision October 29, 1997

Seventh Revision July 28, 2001

Eighth Revision July 27, 2013

Ninth Revision July 26, 2014

** Denotes change per revision approved April 10, 2001

ARTICLE I: NAME AND OBJECT OF CORPORATION

SECTION 1. This corporation shall be known as the CLEARWATER BEACH PROPERTY OWNERS ASSOCIATION, INC. The association may be alternately referred to as CBPOA, INC.

SECTION 2. The objects of the association shall be:

- (a) to acquire, own, lease, develop and dispose of real property and other facilities for the recreational and aesthetic purposes of member property owners;
- (b) to promote the common interests of the property owners;
- (c) to improve and maintain common facilities to enhance the use and enjoyment of Clearwater Beach;
- (d) to administer approval of plans and specifications pursuant to covenants and restrictions which now or may hereafter exist;
- (e) to administer foot paths, beach reservation areas and other common properties.

ARTICLE II: MEMBERSHIP

****SECTION 1.** The membership shall consist of all owners of lots in Clearwater Beach. Such owners shall remain members in good standing upon payment of maintenance fees as provided in ARTICLE XI. Each and every lot shall be subject to the payment of a separate maintenance fee, except that two or more contiguous lots with the same name on each lot with any other owners shall be considered as one lot and only one maintenance fee shall be due.

****SECTION 2.** For each maintenance fee paid, the ownership shall be entitled to one vote to be cast by a voting member for each question or motion at the Association Annual Meeting or any Special Association Meeting.

****SECTION 3.** A voting member must be one of the owner(s) of property in good standing or a person of legal age designated by such property owner(s) in writing to the Board of Directors.

ARTICLE III: GOVERNMENT

SECTION 1. The general management of the affairs of the Association shall be vested in the Board of Directors, who shall be elected as provided in the by-laws. The Board shall consist of not more than twelve (12) Directors, nor less than six (6) Directors.

SECTION 2. The officers of the Association shall consist of a President, one or more Vice-Presidents and a Treasurer, all of whom shall be elected as provided in the by-laws.

****SECTION 3.** The President shall appoint all committee chairmen who will be charged with maintaining and operating the reservation and all CBPOA properties. The President shall be a member, ex officio of all committees, except the nominating committee.

ARTICLE IV: MEETINGS

SECTION 1. The annual meeting of the members of the Association shall be held every year on the last Saturday of July. Notice of the time and place of holding the annual meeting shall be mailed to each member at his/her address of record at least ten days previous thereto.

SECTION 2. Special meetings of members may be called by the President at any time on his own initiative or by the President or Executive Secretary upon request of at least 25% of the members to such officer made in writing. Notice of the meeting shall be mailed to each member at least ten days previous to the meeting and at such special meetings there shall only be considered such business as is specified in the notice of meeting.

****SECTION 3.** At all meetings of the Association, either regular or special, one-tenth of all members in good standing shall constitute a quorum. Members may be represented in person or by proxy and when a quorum is established, a majority of those members present or holding proxy shall decide on all questions before the meeting.

SECTION 4. If a quorum is not present, the presiding officer may adjourn the meeting to a day and hour fixed by him or her.

****SECTION 5.** At all meetings of the Association, the order of business shall be as follows:

1. Reading of minutes of immediate prior meeting for information and approval.
2. Reports of officers.
3. Reports of committees.
4. Election of directors.
5. Unfinished business.
6. New business.

****SECTION 6.** The Board will hold a minimum of six meetings each year, preferably in the months of April, May, June, September and November and in July, directly after the Annual Meeting.

SECTION 7. Meetings of the Board of Directors shall be called by the President on his own initiative whenever in his judgment it may be deemed necessary, or by the Executive Secretary upon request of any four members of the Board of Directors. For special meetings, as much notice as possible is to be given

SECTION 8. A majority of the Board of Directors shall constitute a quorum.

****SECTION 9.** Meetings of the Board of Directors must be held in the Town of East Hampton, County of Suffolk, State of New York.

ARTICLE V: ELECTION OF BOARD OF DIRECTORS

****SECTION 1.** The Directors of the Association shall be elected at the annual meeting.

Each owner in good standing or their designated representative shall be entitled to one vote for each Director to be elected and the candidate receiving a plurality of the votes cast shall be declared elected.

****SECTION 2.** To be eligible for election to the Board, a candidate must be a property owner as recorded on the deed of property and in good standing with maintenance fees paid.

If the candidate is not a property owner and is of legal age, he/she may be given a written note of designation by a property owner in good standing as his/her representative, >18 -/53 @1 C :1 >? 1835585 @.1 - /-:6 0 @ 8/-:6 0 @? 9 A?@A.9 5@@ @1 ; >0 in writing, his/her intention to run for election by May 15th of the year running.

SECTION 3. Six Directors shall be elected each year for a term of two years. In order to retain the knowledge and experience of those Directors whose term of office expires, there shall be an Advisory Council consisting of all such former Directors. Members of the Council may attend all meetings of the Board of Directors in an advisory capacity, but shall not be entitled to vote.

SECTION 4. The Board of Directors shall elect one of their number as President; one or more of their number Vice-President; one of their number Treasurer. The meeting of the Board to elect officers shall take place at the scheduled September Board Meeting; and officers elected shall hold office until new officers are elected. Officers shall serve a term of one year, but may be re-elected.

SECTION 5. The Board of Directors may employ an Executive Secretary and/or Assistant Treasurer as required.

SECTION 6. The term limits of elected officers, for President, Vice-President(s) shall be for no more than three consecutive one year terms.

ARTICLE VI: VACANCIES IN OFFICE

SECTION 1. If a vacancy occurs among the officers or in the Board of Directors, the vacancy may be filled for the unexpired term by appointment by the Board of Directors.

ARTICLE VII: DUTIES OF OFFICERS AND EXECUTIVE SECRETARY

SECTION 1. The President shall preside at all meetings of the Association and of the Board of Directors and shall appoint members to such committees as the President or the Board shall consider expedient or necessary.

****SECTION 2.** In the absence of the President, the ranking Vice-President shall perform the duties of the President. In the absence of the Vice-President, the President shall preside and assume the duties of the President.

****SECTION 3.** The Executive Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, mail all notices for meetings of the Association, notify all Board members and Advisors of Board Meetings, and perform such other duties as may be required by the by-laws, the President, Vice-President(s) or the Board of Directors.

****SECTION 4.** The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association and disburse funds as ordered or authorized by the Board of Directors. The Treasurer shall keep an accurate account and collect all fees, dues and charges due from member property owners. The Treasurer shall also keep regular accounts of all receipts and disbursements, submit a monthly financial report to the Board and give a statement at the annual meeting. All checks on behalf of the Corporation upon any and all of its bank accounts in excess of \$3,000.00 shall require the signatures of any two of the following: the President, the Treasurer or Assistant Treasurer. The Assistant Treasurer shall endorse checks and to perform financial duties as directed by the Treasurer.

SECTION 5. The President or Treasurer shall, upon being so directed by the Board, sign all leases, contracts or other instruments in writing.

****SECTION 6.** The President or Treasurer shall, upon being so directed by the Board, bring an action at law in the name of the Association as provided in ARTICLE XI. SECTION 5.

ARTICLE VIII: DUTIES AND POWERS OF THE BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall have general charge and management of the affairs, funds and property of the Association. They shall have full power and it shall be their duty to carry out the purposes of the Association according to its Certificate of Incorporation and By-Laws; to determine whether the conduct of any member is detrimental to the welfare of the Association and to fix the penalty for such misconduct or any violation to the by-laws or rules.

SECTION 2. The Board of Directors may adopt rules and regulations governing use of the Association property and defining boating and swimming privileges of the members and their guests, not inconsistent, however, with anything herein set forth.

SECTION 3. The Board of Directors may designate committees as they may deem necessary; may vote the expenditure of money as they may deem necessary or advisable; and may contract for lease or purchase, in the name of the Association, water rights, properties, or facilities for the use of members and take such other actions as are consistent with the purposes of the Association. All expenditures not covered by the budget shall be approved by the Board of Directors at the regular Board meetings. All expenditures and contracts over \$500.00 shall be approved by the Board of Directors. Any expenditure of \$500.00 or under, covered by the budget, must be approved by the Director making the expenditure. Capital projects estimated to cost more than \$2000.00 will require two or more competitive bids and the Board of Directors shall approve or disapprove recommended bid.

SECTION 4. The Board of Directors shall not impose any liability or levy any assessment upon the members other than the maintenance fees as described in ARTICLE XI. or fines and/or levies as described in Article XII.

SECTION 5. Any Board or Committee member authorized by the Board to spend monies must submit receipts promptly to the Treasurer itemizing the work done and supplies purchased. All bills must be signed by the board member authorizing the expenditures.

ARTICLE IX: COMPENSATION OF DIRECTORS AND OFFICERS

SECTION 1. Neither the officers, directors, nor members serving on committees shall receive any salary or compensation for services rendered to the Association, except the Executive Secretary and Treasurer as shall be fixed by the Board of Directors.

ARTICLE X: REMOVAL OF ANY BOARD MEMBER OR OFFICER

SECTION 1. Removal of any member of the Board or any officer by action of the Board of Directors.

**(a) A board vote of two thirds or more of board members present at a meeting

(b) Offending board member can request a hearing from the general membership and the vote of the general membership to request reinstatement.

(c) A two thirds affirmative vote by the general membership present at the meeting will reinstate the board member.

**(d) A director or officer may be asked to resign or be removed pursuant to the above procedure for the following reasons:

1. Violation of legal procedures
2. Violation of these by-laws
3. Neglect of fiduciary duties
4. Unexcused failure to attend three consecutive board meetings as scheduled in the by-laws.

ARTICLE XI: MAINTENANCE FEES

SECTION 1. Creation of the Lien and Personal Obligation for Maintenance Fees.

Each owner of any lot, including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay the association an annual maintenance fee; such maintenance fee to be fixed, established and collected as hereinafter provided. No owner may waive or otherwise escape liability for the maintenance fee provided for herein by non-use of the streets and roads or other common elements or abandonment of the same. The annual maintenance fee shall be payable by all lot owners on or before May 1st of each year or the lot owner is delinquent and not in good standing. All maintenance fees shall be paid to the Executive Secretary. Maintenance fees not satisfied by December 31st of that year will be charged interest computed by the method defined in Section 5 below.

SECTION 2. Purpose of Maintenance Fees

The annual maintenance fee levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Clearwater Beach and in particular for the improvement and maintenance of common elements of any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible of and undertaken by the Association.

SECTION 3. **Establishing the Maintenance Fees

The Board of Directors of the Association shall fix the maintenance fee for the next fiscal year prior to the annual meeting for the current fiscal year. Should the board determine that no change in maintenance fees is projected, no further action need be taken and the maintenance fee last adopted will remain in effect.

**The Association shall upon demand at any time, furnish to any owner liable for said maintenance fees a certificate in writing signed by the President, or the Director who is the Membership Committee Chairman, setting forth the amount of fees that have not been paid. In the event all fees have been satisfied this will be indicated. Such certificate shall be accompanied by a copy of Article XI Maintenance Fees of the Associations By-Laws.

SECTION 4. Members Approval of the Annual Maintenance Fee

**Changes in the annual maintenance fee set by the Board of Directors of the Association must be approved by a simple majority of the members attending the Annual Meeting and those submitting a proxy vote. Only owners in good standing (that is, who are not delinquent in maintenance fees) and those designated voting members as stated in Article II, Section 3 may vote.

SECTION 5. The Effect of Non Payment of Maintenance Fees; The Lien, The Personal Obligation Remedies of Association.

If any maintenance fees are not paid, such fees shall then be delinquent and shall, with the cost of collection thereof (including the cost of filing a lien and reasonable attorney fees) and interest thereon, become a continuing lien on the lot(s) against which such maintenance fees are made that shall bind such lots in the hands of the owners, his heirs, devisees, personal representatives, transferees and assigns and shall also be a continuing obligation of the owner(s) against whom the maintenance fees are levied. Interest shall be charged against all delinquent maintenance fees at an annual rate equal to the interest rate paid on thirty year Treasury Bonds as reported on the first Friday of May in the Wall Street Journal. If the maintenance fees are not paid by December 31st of the applicable year, then the Association may, at any time thereafter file a lien against the lot(s) or take any other legal action deemed appropriate.

No delinquent lot owner or his family, guests, invitees, heirs or successors in interest shall be entitled to the use or benefit of any of the Associations facilities or properties, for as long as such delinquency, such use or benefit. Failure of the Association to enforce any of the provisions of this article shall not be deemed a waiver of such right to enforce, regardless of when any right to enforce may have first arisen.

Article XII: RULES AND REGULATIONS FOR MEMBERS AND GUESTS

SECTION 1. The Board of Directors, with the approval of a majority of the general membership, shall from time to time establish rules and regulations for the use and enjoyment of special properties or facilities owned, leased or maintained by the Association. Any member whose conduct, while using the properties or special facilities of the Association or permitting its guests, tenant, and/or licensee to use such facilities shall, in the opinion of the Board of Directors by a vote of two thirds of the entire Board of Directors, in violation of such rules and regulations, shall be subject to the following penalties:

1. Written reprimand and reminder of the rules and regulations, and/or
2. Denied accesses to Association facilities for a period of time, not to exceed two years, and/or
3. Reimbursement to the Association for the fixing of any damage done during the use/abuse of the facilities, which reimbursement shall be due and payable within 30 days of the work being performed to correct such damage, which if not paid shall become a continuing lien of the lot(s) of the owner and shall be treated, and have the same effect, as non-payment of maintenance fees as set forth in Article XI, Section 5 of these By-laws, and/or
4. Fine in the amount of no more than \$2000.00 per occurrence, which fine shall be due and payable within 30 days of imposition, which if not paid shall become a continuing lien of the lot(s) of the owner and shall be treated, and have the same effect, as non-payment of maintenance fees as set forth in Article XI, Section 5 of these By-laws.

The Board of Directors shall set the penalty by a two-thirds vote of the entire Board of Directors, The severity of the penalty shall be solely determined by the Board of Directors and shall take into account, as solely determined by the Board of Directors, the violation has on the detriment of the Association, including by not limited damage to Association property, risk of injury to members or others and/or their property, potential liability on the part of the Association, the in ability of other members to use the facilities, and the need for police involvement in connection with the activity.

A member shall be given no less than two weeks written notice, sent to the address on record, as to when and where the Board of Directors shall be meeting to discuss and determine if a violation of the Rules and Regulations has occurred and in the event it has the setting of penalties. The Board can hear such people as they deem appropriate, and review such evidence as is necessary to make its determination. The member shall be provided the opportunity to be heard and present evidence and witnesses.

Any member aggrieved by an adverse determination of the Board may appeal the determination of the Board if a violation of the rules and regulations occurred to the general membership, the majority of which may overrule the board. The appeal shall be by way of a special meeting called by the President of the Board after receiving written request by the member aggrieved by the determination. The special meeting, including notice and conduct, shall be controlled by Article IV of these By-Laws. Notwithstanding the foregoing, 25% request of members for such meeting shall not be required and the meeting

SECTION 2. Each and every member of the Association, for himself, his family and his guests, shall be bound by and abide by these rules and regulation

SECTION 3: If the Board of Directors/Association is required to take legal action to enforce the By-Laws, any covenants and restrictions, and/or rules and regulations the member shall be responsible for all resulting fees, costs and expenses incurred by the Board of Directors, including legal fees, collection charges and related costs and expenses, and shall fully reimburse the Board of Directors/Association for such fees, costs and expenses. Such fees, costs and expenses shall become a continuing lien of the lot(s) of the owner and shall be treated, and have the same effect, as non-payment of maintenance fees as set forth in Article XI, Section 5 of these By-laws.

ARTICLE XIII: NOTICES

SECTION 1. All notices to members shall be mailed to their addresses as given on the books of the Association and such mailing shall constitute presumptive evidence of service thereof.

ARTICLE XIV: AMENDMENTS

SECTION 1. These by-laws may be amended only by a majority vote of the members present at a regular or special meeting of the Association, provided notice of the purpose of the proposed amendment has been stated in the call for the meeting.



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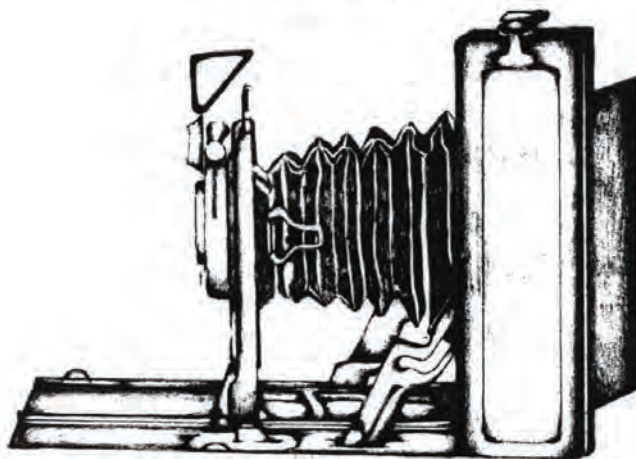
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