

**INTERLAKEN**

**RULES**

**AND**

**REGULATIONS**

**FINAL BOARD APPROVAL: OCTOBER 19, 2019**

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# Introduction to Interlaken's Rules and Regulations

**2019**

## **Version Update**

These Rules and Regulations 2019 of the Interlaken Community are a major refinement of the prior version, and supersede all previous editions of that document.

Interlaken's Declaration of Covenants and Restrictions take precedence over Interlaken's Rules and Regulations.

## **Purpose and Goal**

Interlaken is comprised of 125 residential homes, several common assets (e.g. clubhouse, recreation facilities) as well as all the grounds within the community's boundaries.

While each homeowner owns his/her unit, all homeowners (as members of the Association) own the land outside the specific footprint of those units. This is called "common ground".

The primary goals of these rules and regulations, therefore, are to:

- protect the investment of all homeowners by ensuring that the appearance of all units as well as that of the common ground is maintained in a satisfactory fashion
- assure that the community's assets are available in a fair and equitable fashion to all homeowners, and that their usage is monitored.

## **Responsibilities of the Interlaken Homeowners Association Board**

The Board has a fiduciary duty to protect the value of the members' homes. A major part of that responsibility is the preservation and enhancement of the common grounds.

The Board has a right to act on, and an obligation to plan, short and long term responsibilities that are or may be charged to a Property Management Company and/or other third party professionals, as needed.

## **Responsibilities of Property Management Company**

Responsibilities may include, but are not limited to the following areas:

- Roadways, including snow removal
- Driveways and aprons, including snow removal
- Walkways, including snow removal
- Walking paths
- Sewers, catch basins and drainage
- Trees, tree cutting, thinning, pruning and removal
- Carry out fertilization and weed control
- Plantings in the grounds, shrubs, and lawns, subject to budgetary restrictions
- Recreational area maintenance

- Pool opening (May) and closing (September), as well as in-season maintenance
- Review and document Association buildings and status
- Arrange for service of equipment and replace equipment when needed
- Document homeowners' requests ("orange cards" or online requests), respond to requests and notify homeowners of actions taken

**Maintenance Related Rules for Individual Homeowners**

1. Homeowners should report problems with landscaping (or any grounds maintenance problem) to the Property Management Company
2. Residents shall not obstruct any area of the common grounds in a manner which interferes with the activities of the grounds management
  - Should damage occur to any articles left on common ground, the Association shall not be responsible to the homeowner for such damage.
3. It is recommended that homeowners make their external water continuously available to the Association from June 1 through September 30 of each year.
4. Homeowner is responsible for watering.
5. If feasible, homeowners are encouraged to install in-ground water irrigation systems.

**Section I – Architectural Standards Committee: It’s Authority, Inspection and Application Process and Non-Compliance**

**A. The Architectural Standards Committee**

The Declaration of Covenants and Restrictions provides for an Architectural Standards Committee (ASC) “to see that all Owner improvements, construction, landscaping and alterations and repairs on lands within the Properties conform to and harmonize with existing Interlaken surroundings and structures...No work on a Dwelling Unit’s exterior, Lot, or on the Common Area shall be undertaken by an Owner, contractor, or otherwise, until such approval by the ASC has been obtained in writing.”

The Declaration, Article VII Architectural Standards Committee, Section 1, Page 9 says:

“The ASC shall consist of three (3) or more Members appointed by the Board and shall exercise its best judgment to see that all Owner improvements, construction, landscaping and alterations and repairs on lands within the Properties conform to and harmonize with existing Interlaken surroundings and structures. Exteriors of all structures shall be consistent with existing Interlaken architecture. All Exterior walls shall be finished with wood, brick, approved vinyl siding and/or natural stone.”

The ASC is hereby empowered to help ensure that property values of all homeowners are maintained, that the ownership of, and access rights to, the common grounds by all members of the Association (i.e. all homeowners) is not compromised, and that our architectural heritage as a Victorian-style community will continue.

## **B. Common Ground: ASC's Cooperation/Shared Responsibility with the Property Maintenance Company**

While the ASC has full accountability and control of the external appearance and upkeep of Interlaken's homes, it shall share such responsibilities with the Property Management Company for matters that concern the common grounds. These responsibilities are spelled out in Section II.

It is essential that the two entities consult with each other when making decisions about garden areas, shrubbery and other aspects of Interlaken's landscape.

## **C. The Property Management Company's Inspection Process and Follow-Up By The Board Of Directors**

In April, the Property Management Company will conduct an annual inspection of each home and its surrounding common ground, noting areas which require attention and/or corrective work. Homeowners will be notified of needed repairs/corrections in writing and urged to perform the necessary work as early as possible.

Reports will be placed in the Board room, and each homeowner will have six (6) months to address the issue. Homeowners may request additional time to have the work performed, not to exceed eight (8) months beyond the original six (6) month period.

At the end of the six (6) month period, the Property Management Company will notify the Board of Directors of those homeowners who have failed to comply or satisfactorily respond to its requests.

The Board will then send a 6 month notice to such homeowners of potential fines to be levied on the homeowner, as well as the Board's obligation to effect such repairs if the homeowner does not take the needed corrective action. *(See Declaration of Covenants Article VIII, Section 2.)*

Upon the homeowners failure to maintain the exterior of his dwelling unit in good repair and appearance, the Board, on recommendation of the ASC, may, at its option, make necessary repairs in a reasonable and workmanlike manner to improve the appearance of the dwelling unit, which repairs shall be at the homeowners cost. The homeowner shall reimburse the Association for any cost incurred by it pursuant to the provisions of this section, and such cost shall become a lien against the subject lot and dwelling unit.

## **D. The ASC Application and Review Process**

### **1. Homeowner Application for Exterior Maintenance, Repair or Change**

Before any improvement or alteration to a unit's exterior or adjacent common grounds (e.g. garden area, patio, walk) is initiated, the homeowner must submit an "Application for Exterior Maintenance, Repair or Change" (hereafter referred to as an "Application") to the ASC. Applications may be submitted via the Interlaken website: [Interlakennow.com](http://Interlakennow.com). Paper forms are also available in the mail house.

- Some applications will require drawings of changes, their dimensions, color charts, and/or samples of materials. These items must be submitted before those applications can be considered complete.
- Paper applications should be submitted in the mailbox at the clubhouse entrance.
- When requests involve changes to the Common Ground, the ASC shall notify the Property Management Company of that request and seek that company's concurrence in its response to the homeowner.

- Work to be performed by a contractor will be conditionally approved and may not commence without the ASC's receipt of either a current Certificate of Liability Insurance or a contractor signed Release and Hold Harmless Agreement.
- No work may start before full and final ASC approval is received.
- Any application, once approved in writing by the ASC, is good for one year only. Work must be completed within one year from the date of approval.
- ASC will accept one Release and Hold Harmless Agreement or Certificate of Liability Insurance per contractor per homeowner per calendar year.
- In the event the subject home is sold within the one-year timeframe, that approval is not transferrable. The new owner must submit his/her own application to the ASC.
- The homeowner, upon ASC approval, shall agree that the work and results shall be subject to the standards established in Interlaken's Declaration of Covenants (Article VII, Section 1):

"The structure and grounds of each lot shall be maintained in a neat and attractive manner. All exterior surfaces requiring periodic painting, cleaning, washing or other maintenance shall be given such attention regularly."

**NOTE:** In addition, any applicable Saratoga Springs building permit(s) must be obtained and submitted to the ASC.

## **2. ASC Duty to Respond**

The ASC will respond with approval, disapproval or return for clarification within thirty (30) days of receipt of a completed application.

- If additional information is required by the ASC, the application shall be deemed incomplete, delaying the start of the 30-day response cycle.
- Similarly, if any changes to the defined work project occur after start of project, immediate notification to ASC and a revised or new application may be necessary. ASC will rule on the matter as expeditiously as possible, and may confer with the Board, if necessary.
- If the ASC fails to respond within 30 days of receipt of the complete application, the proposed project, as defined, shall be considered as approved.

## **3. ASC Quorum, Voting and Recorded Minutes**

At all meetings of the ASC, a majority of members shall constitute a quorum for the transaction of business. At any meeting at which there is a quorum, any act passed by a majority of members present shall be considered passed by the whole committee.

On matters handled by e-mail, all members must be included in its distribution; a majority of the committee is required to pass an act.

Any vote handled by e-mail will appear on the agenda of the next regularly scheduled ASC meeting.

#### **4. Owner's Right of Appeal**

If the ASC disapproves a homeowner's Application, then, at the written request of the homeowner, the ASC decision shall be subject to review by the Board of Directors. A majority vote of the entire Board is required to override the ASC decision.

- The request for Board review must be submitted within 30 days of the e-mail or postmark date of the ASC disapproval.
- ASC representatives shall present in person to the Board all pertinent information, and the Board shall make its decision within 30 days of the homeowner's appeal.
- Upon request by the ASC, the Property Management Company or the appealing homeowner, and prior to rendering their decision, Board members who will vote on a homeowner's appeal shall perform a visual inspection of the subject property, if possible in conjunction with the ASC and/or the Property Management Company.

#### **D.5 Board's Right to Review ASC Approval**

- The Board of Directors, on its own motion, may review an ASC approval at its next regularly scheduled meeting, and may override the ASC decision by a two-thirds vote of the entire Board
- The Board shall follow the guidelines and timelines as set forth in Sec. D.4 "Owner's Right of Appeal".
- Records of any decisions and/or actions taken by the Board must be included in the homeowner's file.

#### **E. Owner's Failure to Comply With the ASC Application Process**

If a homeowner fails to submit an Application before effecting an alteration to his/her unit's exterior or other structure, or initiates such a project before receiving full and final written ASC approval, that homeowner will be subject to a penalty, as described below, and/or a fine as set forth in Section XIII "Fines".

Similarly, if a homeowner does not comply with the decision of the ASC or the Board, then action will be taken, as described below, and/or as set forth in Section XIII "Fines".

Once such an issue is referred by the ASC, the Board shall act on the matter within 60 days. The Board may order removal of any structure or change effected by the homeowner in violation of the above procedures, or may effect repairs to the homeowner's exterior as needed to bring it into compliance with these documents.

The homeowner shall be responsible for the costs and expenses of such repairs or removal, and if performed by the Board, shall reimburse the Association for their costs and expenses.

- The Board will appoint someone to oversee and facilitate the repair/removal.
- To the extent possible, three bids for this work shall be collected prior to selecting an appropriate contractor.

## **Section II – Architectural Standards; Unit Exterior and Appearance**

### **A. Changes to Unit’s Exterior**

An Application must be submitted and ASC written approval granted before work is initiated for all exterior changes to a dwelling unit or garage. The Application’s specifications shall include dimensions and a precise description (including colors, sample materials and drawings or sketches where appropriate) of what the homeowner wants to accomplish, the timing of the proposed work, and the name of the contractor.

- If the homeowner’s project requires any city permits, acquiring and fulfilling such permits are the responsibility of the homeowner.

### **B. Different Home Configurations**

Because Interlaken has multiple configurations of three and five-unit row houses, duplexes and fourplexes, different rules apply.

1. The three and five-unit row houses are designed to be unique and therefore continuity is not an issue (with the exception of roofing).
  - The two sets of three-unit row house at 23-25-27 Sarazen and at 1-3-5 Inlander require a consistent appearance. (*built later*)

Duplexes and fourplexes require consistent siding and trim colors and roofing.

- This includes duplex units attached by a porte-cochere (carport), except for 14-15 Sultana (*grandfathered as stand-alones*).

### **C. Shutters**

An application must be submitted and ASC approval granted before work is initiated for installation, removal or replacement of shutters.

- Only shutters of a type similar to those installed by the original contractors are permitted, unless a change is approved by the ASC.
- Replacement shutters should be of the same style and color as those being replaced, unless a change is approved by the ASC.
- Shutters are not permitted on fourplexes, except those attached onto their garage windows.
- Duplex homes are required to maintain a consistent shutter treatment to each other, except for the following homes which are grandfathered as inconsistent with their attached unit at time of this rule passage:

9 Sicada	11 Sicada	17 Sicada	19 Sicada	9 Sarazen
11 Sarazen	53 Sarazen	55 Sarazen	4 Sultana	7 Sultana
9 Sultana	14 Sultana	15 Sultana		

- If both homeowners of an above duplex agree to add shutters, then that duplex shall be removed from this “inconsistent” list.

#### **D. Painting and Staining**

An Application must be submitted and ASC approval granted before work is initiated for all exterior painting or staining, including, but not limited to siding, trim, shutters, foundations, fascia under porch floors, lattice, porch spindles, railings and posts.

- Stain (not paint) must be used on deck or porch flooring and steps. Those areas that have already been painted will be grandfathered until these (whole) areas require replacement; then they are to be stained.
- ASC approval is NOT required when using a clear deck preserver, or when touching up with paint or stain of the same (current) color.

#### **E. Siding and Trim**

While maintenance of a home's siding or trim sometimes involves only a small spot repair, there is occasional need or either partial or full replacement of the siding/trim.

- ASC approval is required for all siding and trim projects beyond a simple spot repair (e.g. paint touch-up of same color).
- The material used must be equivalent or similar to the existing material.
- For both duplex and four-plex units, identical siding and trim matter (*if available*) and colors must be maintained across all the units in the cluster.

#### **F. Replacement Materials**

ASC approval is necessary for any change of material.

- Vinyl or other composite material is permitted for railings, posts, lattice, and garage doors.
- Wood-like plastic composite (*such as Azek or similar product*) is permitted for porch floors, stairs, railings, posts and spindles.
- 

#### **G. Replacement of Doors (House or Garage)**

An Application must be submitted and ASC approval granted before work is initiated for the replacement of any house or garage door.

- The front (primary) door of your home must have decorative oval glass, common to all homes at Interlaken.
- Windows are not permitted in overhead garage doors.
- Garage doors must be 16-panel style to conform with existing doors.

#### **H. Window/Railing Boxes and Flower Baskets/Pots**

Window/railing boxes are permitted providing that they blend in color and proportion with the home exterior.

- ASC approval is required for the installation of new window boxes, or for a change in size or color, beyond a simple spot repair (*e.g.: paint touch-up of same color*)

Hanging flower baskets, flower pots and seasonal evergreen decorations are permitted, provided they do not obscure house numbers or interfere with common property maintenance.

## **I. Rules For Porches**

1. No awning or canopy may extend out from the porch.
2. Porch gates, not to exceed the height of the railing, are permitted.
3. With the exception of flower boxes and holiday decorations (4<sup>th</sup> of July bunting, holiday garland, for example) items such as clothing, towels, rugs cannot be draped over porch railings.
4. Only gas or electric barbeques are permitted on your porch.
5. No part of a barbeque may touch the dwelling unit or porch railing.
6. With the exception of porch and patio furniture in the off-season, your porch cannot be used for storage.
  - The ASC may ask for the removal of any excessive items on your porch.
  - Stacking of porch furniture is discouraged.
7. Porch furniture may be covered in the off-season. A neutral-colored cover is recommended.

## **J. Screening and Storm Doors/Windows**

### **1. Screen Doors, Storm Door and Storm Windows**

An application must be submitted and ASC approval granted before work is initiated for all screen and storm doors or windows.

No screens, storm doors or combination doors may be installed on front/primary entrance oval door with the exception of retractable screen doors.

Retractable screen doors are to be used only when front/primary door is open.

### **2. Porch and Balcony Screening**

An Application must be submitted and ASC approval granted before any porch or balcony screening work is initiated.

- Sketches and dimensions must accompany the request form, along with sample material and manufacturer name.

The following arrangements are permitted, in the preferred order of acceptability:

- a. Rear of Unit
- b. Side of Unit
- c. Side and Front of Unit

Every attempt shall be made by the homeowner to maximize visibility of the dwelling unit. In no case shall the area surrounding the front door or primary oval door be enclosed.

The extent of porch screening permitted for any unit will be determined by the ASC.

### **3. Design and Construction of Porch and Balcony Screens**

- Screening material must be of the “invisible” type.
- All exposed frames are required to be primed and to receive at least one finish coat of paint to match existing columns, railings and balusters.
- All frames, when installed, will be hidden behind existing architectural details; i.e. columns, railings and balusters.
- Frames must be removable for ease of maintenance or replacement.
- ASC might require, for Victorian-style, that support framing should be consistent with other screen framing.
- Screening on second floor balconies might require additional framing.
- Screening must be similar in appearance to that of the adjoining dwelling unit(s).

### **K. Motion-activated Lighting**

With ASC’s written approval, motion-activated lights are permitted in the rear of the home for safety reasons. They must be placed so as not to disturb the residents of nearby units.

### **L. Satellite Dishes**

An Application must be submitted and ASC approval granted before work is initiated on the installation (or change to installation) of any satellite dish.

- One Satellite dish is permitted per dwelling unit.
- No dish may be installed on common property, at ground level, on a tree or pole, regardless of location.
- To the extent possible, satellite dishes may not be placed so as to be seen from the street or interfere with neighbors’ site lines.
- 

### **M. Air Conditioners**

Only “Central Air” units are allowed within Interlaken.

- Window and/or outside wall units are NOT permitted.

### **N. Roofing**

An Application must be submitted and ASC written approval granted before work is initiated on any roofing project (including repair) at Interlaken.

- Only shingles that are rated “Architectural” are permitted.
- For visual consistency across Interlaken, shingles must be a shade of grey.

- The homeowner's Application must include the name of the manufacturer, confirmation that the shingles are "architectural", a sample of the proposed shingle, and the desired color.
- Also required with your application is information about the removal of old shingles. Re-roofing (installing over current shingles) is not permitted except for minor leak repairs. If that occurs, the repair shingles must match those of the existing roof.

To ensure the best functional quality as well as optimal visual consistency, it is recommended that all homes within a cluster be roofed at the same time, using one agreed-on contractor.

- If only some of the homeowners within the cluster take part in the roofing project, then the newly approved style and color of shingle will become the standard for all units within that cluster of units.
- When at a future time other homeowners within that cluster require replacing their roof, the previously approved style and color shingles must be used.

#### **O. Solar Panels and Solar Shingles**

Solar panels are not allowed for any home unit, but solar shingles are permitted. An Application must be submitted and ASC approval granted before work is initiated on the installation of solar shingles.

- Only solar shingles that match the roofing shingles of the other homes within the unit's cluster may be used.
- Samples of the proposed solar shingles must be provided with the Application to the ASC.

#### **P. Statues**

- All statues and decorative articles must be placed within the garden borders and must not exceed 2' width x 2' depth x 4' height.

### **Section III – Maintenance and Architectural Standards: Common Grounds**

#### **A. Common Grounds (Common Area):**

Common Grounds (synonym Common Area) shall mean all real properties (55 acres) owned by the Association for the common use and enjoyment of others.

While each homeowner owns his/her dwelling unit, all homeowners (as members of the Association) own the land and assets outside the footprint of the homeowners' individual units.

Such land and assets are herein referred to as "Common Grounds" or "Common Area". They include, but are not limited to, all recreational facilities, lawns, trees, shrubs, woods, waterfront, flower/garden beds, streets and walks.

#### **B. Property Management Company/ASC –Responsibilities of Each:**

Because the ASC is mandated in our documents, all applications for changes to the common grounds must be submitted to the ASC first. These projects would include, but are not restricted to:

- The installation of an in-ground sprinkler system:  
Prior to installation, utility and cable lines must be identified by company representatives. The systems must be designed so that they can be shut off from outside the building to permit shut off in the event of a malfunction or water emergency. If not so equipped, existing systems must be retrofitted so that they allow exterior shut off. The homeowner assumes full responsibility of the sprinkler system.

- The installation of a public gas line to the homeowner's unit only for an indoor fireplace, cooking stove or water heater
- Tree planting or removal
- The expansion of a garden
- A substantial change to the home's nearby shrubbery
- The addition of a large statue or decorative item
- The construction or expansion of a patio or walkway

The Property Management Company is responsible for the general upkeep of the community's common grounds (mowing, fertilization, tree trimming, shrubbery maintenance). The Architectural Standards Committee (ASC) is accountable for the overall appearance of each unit's surrounding lot, including its garden areas, decorative items, patio, etc.

Because these responsibilities frequently overlap, it is essential that the two entities consult with each other when making decisions about changes to Interlaken's landscape.

Before any change to the common grounds is initiated by a homeowner (or an individual or company contracted by the homeowner) the homeowner must submit an application to the ASC.

- Such an application may be submitted either online (Interlakennow.com) or via a paper form found in the mail house.
- ASC shall notify the Property Management Company whenever approval of both is required.
- Approval of both ASC and the Property Management Company is required for common ground applications.

### **C. Applications For Change to Common Grounds:**

Applications submitted to the Property Management Company or the ASC shall include a precise description (including dimensions, and drawings or sketches where appropriate) of what the homeowner wants to accomplish, the timing of the proposed work, its anticipated completion date, and the contractor's name, if any.

- If the homeowner's project requires any city permits, acquiring and fulfilling such permits are the responsibility of the homeowner.
- In addition to the foregoing, where the change involves the utilization of common property, a Hold Harmless Agreement signed by the Contractor and any Sub-Contractor is mandatory prior to approval.
- Depending on the scope of the proposed project, the Applicant may be required to post a financial guarantee into escrow in an amount acceptable to the Homeowners Association to ensure that the Common Grounds are returned to their original condition.

Such financial guarantee shall be made available to the Homeowners Association for the period of time that extends beyond the Applicant's proposed schedule.

The financial guarantee shall only be released by the Homeowners Association upon its satisfaction that the Common Grounds are returned to their original condition.

- In some cases, the applicant may also be required to include within his/her application a certificate of insurance naming Interlaken Homeowners Association as an additional insured under a Comprehensive General Liability insurance policy.

The policy will include limits of liability of not less than \$1 million per occurrence, and contractual liability coverage. Applicant shall also provide a certificate of insurance evidencing statutory workers compensation insurance.

In no event shall the Association yield any of its insurance company's rights as a condition of their granting permission to the applicant to proceed with the work as requested.

- All access or utility opening shall commence within two weeks from the time and date mutually agreed to by the Applicant and the Homeowners Association.

If said project is not started within the agreed time frame, the Applicant shall resubmit his/her request to the ASC for approval.

In the event the Applicant proceeds without resubmitting the application, the Association shall have the option of assessing a fine as a condition of any subsequent project requests from the Applicant.

**D. Emergency or Unusual Occurrence:**

In the event of an unusual occurrence such as (but not limited to) a downed tree, a broken underground cable or public electric line, water main, or sewer backup, the Property Management Company is to be advised and is to be the first contact and is to be responsible for the successful resolution of the problem.

**E. Landscape Changes:**

1. Such changes include but are not limited to, expansion or reduction of lawn area, shrubbery borders around dwelling units, substitutions for existing shrubs or the addition of new plants.
2. Upkeep of shrubs and/or trees planted by the homeowner shall be the responsibility of the homeowner for 2 years following such planting. Thereafter, the Homeowners Association shall assume that responsibility, but replacement in kind is not guaranteed.
3. The Board of Directors may establish a total size limitation on granting use of common property to any one dwelling unit.
4. If the homeowner's landscape project requires any city permits, acquiring and fulfilling such permits are the responsibility of the homeowner.

**F. Planting (within existing garden areas):**

Homeowners may plant annual or perennial flowers, or ground cover that does not interfere with lawn maintenance. At their discretion, the ASC may require the removal of those plantings by the homeowner, along with the restoration of the impacted land.

1. No vegetables of any kind may be planted in any part of the common areas, unless established by the Board.
2. Flower pots and decorative containers with plants, vegetables or herbs are permitted on patios, porches and garden beds.
3. The ASC reserves the right to ask for removal of such pots or containers.

## **G. Patios and Walkways:**

Definitions:

**Patio:** A patio is an area adjoining a dwelling unit for the purpose of relaxation, dining and entertaining. Patios are to be constructed of brick or stone pavers. A patio must be installed directly on the ground and no cement may be used. A patio may not be above the ground nor be made from wood or wood-like plastic composite (such as Azek or similar product).

**Walkway:** An area for ingress and egress from a dwelling unit. A walkway must be constructed of brick or stone pavers. No cement may be used.

Installation or expansion of a patio or walkway requires approval of the Board of Directors with initial analysis and recommendation from the ASC and Property Management Company.

1. The homeowner must submit an Application to the ASC.
2. The ASC shall confer with the Property Management Company to assure that such installation does not interfere with the work of the Property Management Company.
3. Approval for such an installation does not relinquish the Association's ownership of that property, nor the access and usage rights of other member to that property.
4. In addition to the foregoing, when necessary, a Hold Harmless Agreement on a form provided by the ASC will be executed by the homeowner
5. No concrete may be used in the construction of an owner-installed patio or walkway.
6. All maintenance and repairs of owner-installed walkways and patios are the homeowner's responsibility. At the time of a unit's sale, the new homeowner must be made aware of his/her continued responsibility to maintain such patios and walkways.
7. A request to change the size of a patio must give dimensions of the existing patio as well as the proposed new dimensions (inclusive of the requested change).
8. Patios may have a decorative surrounding "wall" or "step" no greater than 18" in height.

## **H. "Invisible" Fences (for pets):**

No invisible fences are permitted on Common Grounds.

## **I. Structures on Common Grounds:**

- Structures, including but not limited to pergolas and gazebos are not permitted.
- No permanent fire pit or fireplace may be installed. No fire pit may be used on any blacktop surface.

#### **J. Owner-Installed Lighting on Common Ground (ASC and Property Management Company)**

An application (including sample or brochure) must be submitted to the ASC, and approval from both the ASC and Property Management Company received in writing before any implementation of exterior lighting, or any change thereto by the homeowner. The ASC will notify the Property Management Company to ensure their involvement.

- No electric lines may be installed either above or below ground. All owner-installed exterior lighting on common grounds must be solar based.
- Such lighting must be in keeping with Interlaken's original Victorian-styled fixtures and not create a maintenance issue or a hazardous condition. Installation is at the homeowner's risk, and the ongoing maintenance shall be solely the responsibility of the homeowner.
- Such lighting shall be either indirect or of such controlled brightness so as not to disturb the residents of nearby units. It must not exceed 12" in height, be no greater than 5 lumens, and serve a functional, not decorative, purpose.
- Permitted during the November-January holiday period only: Floodlights, but wires cannot extend over walkways or driveways, and colored lights.
- With ASC's written approval, motion-activated lights are permitted in the rear of the home for safety reasons. They must be placed so as not to disturb the residents of adjacent homes.

#### **K. Patio Furniture:**

Patio furniture and barbeques may be placed on a patio. However, the patio furniture must be removed during the off-season, between November 1 through March 31.

- If a barbeque is left on a patio after November 1, it must be covered.
- Barbeques left on a patio during the winter months are the responsibility of the homeowner, and shall not interfere with the functions of the Property Management Company.
- Neither the Association nor the Property Management Company is responsible for any damage to items (including barbeques) on your patio.
- A barbeque may not be touching or near the outside walls of a dwelling unit.

### **Section IV – Architectural Standards: Miscellaneous ASC Regulations**

#### **A. Generators (ASC and Board):**

Power generators for homes are NOT permitted without prior permission of the ASC and the Board of Directors. Generators may be permitted only when necessitated by medical circumstances.

- A doctor's note must be submitted to the Board of Directors every 6 months specifying the medical circumstance and its anticipated duration
- A \$1,000 bond must be deposited with Interlaken's treasurer, and such deposit shall be returned to the homeowner once the circumstance is over and the generator is removed.
- The bond monies are to be used to cover the costs involved with the eventual removal of the generator by the Association in the event the homeowner fails to comply with the conditions of this article.

## **B. Holiday Decorations:**

Exterior holiday decorations are permitted on doors, windows and porches. Small bushes and trees which are close to your home may be decorated with lights. No other holiday decorations are permitted on common grounds without prior ASC approval.

- Because Interlaken is a secular community, decorations of religious type are not permitted.
- Air inflated decorations are not permitted.

Christmas-time holiday decorations may be installed no earlier than the weekend before Thanksgiving and must be removed no later than January 31.

All other holiday decorations must be installed no earlier than two (2) weeks prior to the specific holiday and removed within two weeks following the holiday.

- Decorations may not obscure house numbers or interfere with common property maintenance.

## **C. House Numbers:**

Each home is required by the Fire Department to have its house number visible from the street.

- Homeowners and renters are advised to ensure their house number is maintained in a readable state and is not obstructed by plants, etc.

## **D. For Sale Signs:**

A homeowner is permitted to have one self-standing sign advertising the sale of his/her dwelling unit. Unit must be actively on the market with its sales-related information (e.g.: # of rooms, price) accessible online. The rules below also apply to "For Rent" signs.

- This sign shall be no larger than 4 sq. ft. (approx. 2' x 2') total surface area on one side.
- It may not be placed further than 8 feet from the unit's foundation and must be within a garden area, except in situations where ASC shall determine that a variance can be granted.
- The bottom of the sign shall not be further than one foot from the ground.

Also, a single "Open House" sign is permitted directly in front of the dwelling unit during the hours of the "Open House". The homeowner is responsible to ensure that realtors conform with this rule.

- A single "Open House" sign is permitted at each entrance to Interlaken (9P and Crescent Avenue) during the hours of the "Open House", and at street intersections where needed for directional purposes.

## **E. Contractor Signs:**

A contractor sign is allowed on common ground during the time period the contracted work is being carried out.

- The sign shall be no larger than 4 sq. ft. (approx.. 2' x 2') total surface area on one side
- Only one sign is permitted per project, and may be displayed for a maximum of 10 days.

## **F. Flags and Banners:**

Secular flags are permitted. Each homeowner may display one flag or banner at any one time.

- Flags shall be no larger than three (3) feet by five (5) feet and shall be hung from a suitable pole, mounted from a first floor porch, extending no higher than the porch's horizontal roof line.
- Neither permanent or temporary flag poles (or banners) shall be placed on common grounds.
- Every homeowner is reminded that accepted flag etiquette dictates that the American flag is to be kept in pristine condition, not be left out during inclement weather and should be lighted at night.

**G. Bird Feeders, Bird/Bat Houses:**

Bird feeders and bird/bat houses are permitted on common ground, but their placement must not interfere with maintenance operations.

**H. Bug Zappers:**

No bug zappers are permitted within Interlaken.

**I. Firewood:**

When placed on common ground:

- Firewood must be fireplace-ready, cut, split and neatly stacked.
- Not more than one-half cord of wood may be stacked at any one time.
- Stacked firewood may be covered only with clear or neutral plastic, securely fastened. To the extent possible, it shall not be visible from the street or the view of surrounding neighbors.

## **Section V – Miscellaneous Regulations (non ASC):**

**A. Service Trucks, Dumpsters, Storage Pods, etc.:**

Service trucks are not permitted to remain overnight. Dumpsters and temporary storage pods are permitted for a 1-week period while your home is being renovated.

- Dumpsters and pods must be placed at the side or rear of your unit, but not on the grass.
- Upon homeowner's request, the Property Management Company may extend 1-week time limit.

**B. Garbage Removal:**

Garbage is collected weekly and recyclables are collected bi-weekly. Placement of garbage and recycling receptacle is subject to the direction of the Property Management Company.

- Garbage must be in the assigned containers, and these containers must be returned to the inside of your garage the same night as pickup.
- Construction materials may not be placed in weekly trash removal.
- Plastic bags must be placed in garbage containers and are not to be used as a substitute for garbage containers.
- Outside vegetation (leaves, etc.) shall be placed in a suitable container. (Tree limbs, etc. are exempt.)
- Flower pots should be disposed of separately.

**C. Nuisances:**

Homeowners and renters shall exercise reasonable care to avoid making loud, disturbing or objectionable noises in individual dwelling units or on common ground, including the pool area. This includes using or playing musical instruments, radios, stereos, televisions, amplifiers, etc. in such manner as may disturb other residents.

**D. Tag and/or Estate Sales:**

- Tag Sales are not permitted.
- Estate Sales for the purpose of selling personal and household items are permitted during and after the sale of a dwelling unit provided:
  - o All items for sale must be within the unit.
  - o Application for an Estate Sale must be made to the Board of Directors three weeks prior to the sale.
  - o Written approval from the Board is necessary.
  - o Parking for Estate Sales is to be on one side of the street only. It is the responsibility of the person/entity having the Estate Sale to insure the placement of parking cones or “No Parking” signs.
  - o Estate Sales signs must follow the same regulations as “For Sale” signs. See Sec. IV, D

**E. Firearms:**

No firearms or weapons may be carried or concealed on Interlaken property except while transporting them for activities beyond that property, during which time they must be not loaded and must be properly contained within a transportation cover.

**Section VI: Recreational Facilities**

**A. Scope and Definitions**

The recreational facilities are:

- The clubhouse (public rooms)
- The swimming pool
- The pavilion
- The basketball court
- The tennis courts
- The playground equipment
- The horseshoe play area
- The volleyball/badminton area
- The putting green, and
- The water-front and dock



**Swimming Pool:**

- Other than when temporarily closed for maintenance, the pool may be used during posted hours (8 am to dusk, weather permitting).

**Tennis Courts:**

- This facility is available for use during posted hours (7 am to 10 pm), except when closed for maintenance.
- 

**F. Priority of Clubhouse Use:**

1. Board
2. Standing Committees: ASC and Nominating
3. Homeowner Exclusive Use, providing a 3-week advance notice
4. Standing Groups such as Mah Jong, Bridge Club, Book Club, Game Night, etc.

**G. Swimming Pool Rules**

There is no lifeguard on duty – swimming is at your own risk. Therefore, please use caution. To ensure that best practices are used, and for your own health and safety, please observe the following rules:

1. Become familiar with the location of the lifesaving equipment. Remember this equipment is for emergency use only.
2. Persons must be 16 years of age or older to make use of pool without adult accompaniment.
3. The floatation barrier (rope with floats) identifying the “deep end” is required as part of our New York State certification. Do not remove it at any time.
4. Board of Health rules forbid urinating or defecating in the pool, along with pool use by persons with infectious skin or health problems.
  - Children of diaper age will not be allowed in the pool unless they are wearing a “diaper cover” or “swimmers”.
5. Proper swim attire is required.
6. Diving is strictly limited to the deep end of the pool.
7. Large flotation devices are prohibited.
8. Beverages may be consumed in the pool area from plastic, metal or unbreakable containers only. No glass is allowed.
9. The following are not permitted inside the fenced pool area:
  - smoking
  - pets
  - bikes, skateboards or roller skates
  - bats or hardballs
10. Both NY State Department of Health and insurance restrictions dictate that pool admission is only via locked/keyed gate entry. Jumping the pool fence is prohibited.
11. The clubhouse meeting room and kitchen facilities are available to pool users. However, dry clothing is required.

## H. Tennis Court Rules

- The tennis courts may only be used for playing or practicing tennis or pickle ball. The fence shall not be used as a backboard.
- Courts are available on a first come first served basis. When others are waiting, playing time shall be limited to one hour.
- Proper attire is required – men must wear shirts. Only tennis shoes may be worn.
- No bicycles, skateboards, roller blades, strollers or other wheeled articles are allowed on the tennis courts.
- Beverages may be consumed in the tennis court area from plastic, metal or unbreakable containers only. No glass is allowed. No alcohol may be consumed in the tennis court area.
- Pets and animals are not allowed within the tennis court area.

## I. Pavilion Rules

- For private use an advanced reservation is required, and will be made on a first come, first served basis with a member of the Clubhouse Committee.
- Only persons twenty-one (21) years of age and older may start a fire.
- The round fire pit in the center of the Pavilion serves as either a base for cooking or for log-type fires, depending on the event type.
- All fires must be extinguished before leaving. Place the fire pit screen over fire area to prevent remaining wood or charcoal from tossing off hot embers or sparks.
- Please do not remove the ashes or fire remains. These will be cleaned up by authorized personnel.
- Also, furniture should be placed on its original location, and the lights should be turned off. If you bring any personal property with you, please remove it when you leave.

## Section VII – Using the Clubhouse/Pavilion for Private Functions

### A. Policy

- The Clubhouse and the Pavilion are available to be reserved by members or renters for personal and private events. Reservation of a facility ensures exclusive use for it.
- *The Tennis Courts, Swimming Pool, Waterfront and Putting Green cannot be reserved for exclusive use.*
- Reservations are restricted to members and renters over 21 who are in good standing. The member/renter must be present throughout the event, and assumes full responsibility for the conduct of all guests in accordance with good common sense.
- No third party or for-profit events are permitted.
  
- The FEE and DEPOSIT for exclusive use of Clubhouse or the Pavilion follows:  
CLUBHOUSE: \$75 (fee) \$200 (deposit)  
PAVILION \$35 (fee) \$100 (deposit)
- The deposit is refundable, providing no follow-up expenses are borne by the Association.
- Preceding and following a function, the member or renter will conduct a walk-through of the facility with a member of the Clubhouse Committee to survey and note its condition.

- It shall be agreed and understood that the homeowner will be responsible for any and all damages to Association property during the course of the exclusive use period. The cost of subsequent repairs or cleaning shall be deducted from the homeowner's deposit.
- Reservation requests must be submitted at least one week in advance with a member of the Clubhouse Committee, and must be accompanied by
  - a completed reservation agreement, available on the website – Interlakennow.com or in the mail house.
  - a check for the fee and a separate check for the refundable deposit.
- No alcohol may be served to – or consumed by – persons under 21 years of age on Interlaken grounds or within any of the recreational facilities.
- Provided that no community events are scheduled, reservations for the Clubhouse may be made for Memorial Day, Fourth of July, Labor Day and the Thanksgiving/December Holidays, and for Super Bowl Sunday, New Year's Eve, New Year's Day and any major race day.
- Bookings for the above days may not be made more than ninety (90) days in advance.

**B. Hours of Use:**

The Clubhouse and Pavilion may be used for private functions during the following hours, unless arrangements are made in advance with a member of the Clubhouse Committee:

- Sunday – Thursday                      8 am to 10 pm
- Friday, Saturday & Holiday Eves   8 am to 12 midnight

**C. Rules for Exclusive Use of Facilities**

FOR THE CLUBHOUSE:

- Homeowners who reserve the facilities must provide their own supplies, such as napkins, paper towels, coffee, etc.
- The clubhouse should be cleaned and vacuumed and left as it was found. Chairs and tables should be put in place, dishes washed and put away, kitchen and kitchen counters cleaned. Trash must be bagged, tied, separated for recycling, and placed in an outside garbage can.
- A member of the Clubhouse Committee will set the Thermostat. DO NOT change the setting. All lights and fans must be turned off, and all doors and windows locked before leaving.
- There is no parking in front of the clubhouse due to City fire regulations.

FOR THE PAVILION:

- No breakable plates or glasses may be used at the Pavilion.
- The round fire pit in the center of the Pavilion serves as either a base for cooking or for log-type fires.
- All fires must be extinguished before leaving. Place the fire pit screen over fire area to prevent remaining wood or charcoal from tossing off hot embers or sparks.

- After any event, the Pavilion should be clean, trash placed in provided bins and chairs and tables left as they were found.
- No motor vehicles are permitted on the grass.

**GENERAL:**

- Members, renters and their guests shall exercise reasonable care to avoid making loud or objectionable noises, when playing musical instruments, or when using radios, televisions, stereos, amplifiers, etc., in such a manner as may disturb other residents.
- No pets are allowed in the Clubhouse, Pavilion or pool areas.
- Please note that there is NO PUBLIC TELEPHONE at the recreation facilities.

## **Section VIII – Waterfront & Dock, Craft Registration and Storage**

### **A. Applicable Rules and Regulations**

All homeowners, residents and guests should be aware that the following paragraphs in **Section VI** of these Rules and Regulations apply to this section:

- A.** Definitions
- B.** Who May Use the Facilities
- C.** Who May Not Use the Facilities

### **B. Use of Waterfront and Dock**

1. The Waterfront and Dock are for the exclusive use of members and their guests. Use is limited to swimming, fishing, picnicking, as well as watercraft storage and launching. No diving is permitted.
2. No bonfires, or fires of any type are permitted at the waterfront. Members may only store (and launch) watercraft which are:
  - (a) Not motorized
  - (b) No longer than 20 feet, and
  - (c) easily portaged to the waterfront.
3. Fishing, swimming, using snorkeling or scuba-diving equipment, or any other devices, is at the member's own risk.
4. The Association bears no responsibility, and assumes no liability for any personal injury or property damage, or any untoward events that may result from these activities.
5. Following the laws of New York State, every watercraft occupant must wear a personal flotation device, and must not operate the craft while under the influence of alcohol or drugs.
6. Whenever food and beverages are consumed, members and guests are responsible for removing all trash before leaving the area.

### **C. Boat Storage, Registration and Fee Schedule**

1. Canoes and kayaks must be stored in canoe racks. Other watercraft such as small boats must be stored in the area designated by the Association, and no craft may be chained to a tree. Racks are provided as a convenience to members, and the Association accepts no responsibility and assumes no liability whatsoever for loss or damage to any craft stored on the waterfront property.
2. Members requiring a canoe rack must apply in writing to the Board at 75 Sarazen Street. The member must provide his/her name, address, telephone number, e-mail address and particulars about the craft including its manufacturer, model name, color, length, and State registration number (if any).
3. For crafts registered after June 2019, there is a one-time fee for acquiring a boat rack:  
-first rack \$10, second rack \$50, third or more rack \$100 each.
4. The Association reserves the right to remove from the rack or from the waterfront any craft that is not registered with the Board. The Association may also remove any craft illegally stored at the waterfront and store it off the premises at the owner's risk and expense. The Association has the right to sell any unclaimed watercraft.

## **Section IX –Nominating and Electing Directors**

### **The Nomination and Election Process**

A major function of the annual Homeowner Meeting, held during the month of June, is the election of Directors to the Board. The three elements of this election process are defined below:

- (A) The nomination of candidates
- (B) The appointment of Association Proxies
- (C) The election to the Board

### **A.I. The Nominating Committee**

A Nominating Committee ("the Committee") shall be appointed by the Board of Directors to consist of a Chairperson, who shall be a Member of the Board, and two or more Members of the Association.

The duties and responsibilities of the Committee are established in accordance with Article V of the by-laws in furtherance of the stated policy of the Association and its Board of Directors to encourage all members of the Association to seek election to the Board in sufficient numbers so to provide alternatives to the Membership.

- In addition to the candidates identified by the Nominating Committee, homeowners may nominate others from the floor during the annual Homeowner Meeting.

### **A.2 Notification of Homeowners of Available Board Vacancies**

The Committee shall mail a notice to each member by March 1<sup>st</sup>, identifying the number of Board vacancies to be filled at the June Annual Homeowners Meeting.

This notice shall encourage homeowners to consider serving on the Board of Directors and advise any member who wishes to do so that he/she should submit to the committee by April 15<sup>th</sup> a signed document or an electronic communication from that individual containing:

- Evidence that the candidate is the owner (or spouse/partner or trustee of an owner) of an Interlaken home (*see Covenant Article 1*).
- A short biographical outline, identifying the member's years of residence, education, profession, employment, relevant business or professional experience, and community service.
- A brief statement highlighting why the member is seeking nomination.
- 

### **A.3 Reviewing the Candidates' Qualifications**

The Committee shall review the member's documentation, biography and statements, and, at the Committee's discretion, request that he/she appear for an interview. The sole purpose of such an interview is to allow the Committee an opportunity to familiarize itself with the member.

The Committee shall ensure:

1. That the candidate is, in fact, a homeowner or the spouse/partner or trustee of a homeowner (*see Covenant Article 1*), and
2. That the candidate's membership is in good standing (ie outstanding violations, dues or fines).

### **A.4 Reporting the Candidates to the Board**

At least forty-five days (approx. April 20<sup>th</sup>) prior to the next annual Homeowners Meeting, the Committee shall report to the Board of Directors and furnish a complete list of all the candidates nominated for election to the Board of Directors.

- If any member of the Nominating Committee is a candidate he/she must remove himself/herself from that committee at this time, prior to the mailing of the election materials.
- 

### **B. Assignment of Proxies: The Proxy Sheet**

Ballots for the election of Directors must be submitted at the annual Homeowner Meeting. Homeowners who are present at the meeting may submit their own ballot, but absent homeowners must assign a proxy (*who must be in attendance at the meeting*) to submit their ballot for them. This is done via the Proxy Sheet, which must accompany the ballot itself.

- The Board of Directors will appoint two homeowners to serve as the Association's default proxies and to represent the Board at the Annual Homeowner Meeting. One will be primary and the other will serve as the backup proxy.
- A homeowner may select the Association's proxies or chose any other homeowner (*who must be in attendance at the meeting*) as his/her proxy by identifying that homeowner on the Proxy Sheet.
- The Proxy Sheet will also enable the homeowner to indicate the scope of his/her proxy's responsibility:

- To submit the ballot as completed by the homeowner, or,
- To submit a ballot filled out by the proxy.

### **C.1 Mailing the Voting Material to Homeowners**

The final responsibilities of the Nominating Committee are to prepare all election-related materials, and to mail a complete packet to each homeowner.

- The ballots and proxy sheets shall be reviewed and approved by the Board before they are mailed to members.
- Each packet shall include instructions, the candidates outlines, names of the Election Inspectors, a Proxy Sheet, the ballot and its envelope, and a return mailing envelope.
- The Committee will attempt to ensure that the mailing is sent out to each homeowner at their last known address. The return address shall be to the attention of the Election Proxies at 75 Sarazen (the clubhouse).
- The mailing of election materials to homeowners shall be completed by the Committee by May 1<sup>st</sup>. The Committee shall elicit the assistance of the Board members to complete the mailing, if necessary.

### **C.2 Return of Ballots**

Ballots received by mail or dropped in the clubhouse mailbox will be turned over to the Association Proxies. The proxies will not open any of the envelopes, but will present the sealed envelopes containing the Proxy Sheet and sealed ballot to the election Inspectors on the day of the annual Homeowner meeting.

### **C.3 The Election Process**

Prior to the date of the Annual Meeting, the Board will appoint three Election Inspectors

On the day of the annual meeting, the Inspectors and Proxies, working together, will initiate the ballot-counting process by opening the mailing envelopes and stapling each sealed ballot envelope to that homeowner's proxy sheet. All proxy sheets (with attached ballot envelopes) will be placed in alphabetical order.

- This will more easily enable the proxy sheet and ballot be returned to any homeowner or proxy who requests it before the Annual Meeting.

Once all the proxy sheets and ballots have been submitted, and the meeting has begun, the Inspectors and Proxies will validate the proxy forms. Those ballots which accompanied invalid forms are kept attached to that form, and that vote will not be counted.

- In the event the three Inspectors do not unanimously agree on the eligibility of any ballot, the Board shall be notified and shall vote on the ballot's eligibility. Any Board member who is also a candidate shall be recused from this vote.

Then, for each validated proxy form, the sealed ballot envelope shall be separated and placed into a separate randomized load for subsequent vote counting. This is done to preserve the secrecy of each ballot.

All detached ballot envelopes are then opened, the ballots removed, and the votes for each of the candidates are recorded.

When the voting procedures are completed, one of the Election Inspectors will report the vote tally to the Board and the results will be announced to the membership.

## **Section X – Speed Limit and Parking**

### **A. Speed Limit:**

The speed limit throughout Interlaken may not exceed **20 mph**.

- NOTE: when approaching or passing maintenances operations, the speed limit is reduced to **5 mph**.

### **B. The Community Parking Lot:**

Interlaken’s parking lot, next to the mail house and pool area, has limited spaces, and is meant for the temporary convenient parking of homeowners and visitors.

- Example: for those who must get to work early when an overnight snowstorm is expected.
- If there occurs any abuse in the usage of the parking lot spaces, the offending vehicle may be towed at its owner’s expense.

### **C. Household Parking:**

1. Homeowners and renters must use their garages to park their vehicles. They must not use their garage(s) for storage if that necessitates external vehicle parking.
2. Homeowner parking on the street is expressly prohibited, including overnight parking. Temporary parking on your garage apron is permitted except during the winter snow season, when it would interfere with snow removal or other Maintenance activities.

Parking in a manner that blocks other homeowner’s access to and from their homes or garages is not permitted.

3. Overnight parking on the street is not allowed.
4. When a homeowner is not using the garage, doors should be closed.
5. Any exceptions require Board approval.

### **D. Vehicle Types:**

1. Boats, trailers, oversized trucks and campers may not be stored on common ground, and must fit into the Homeowner’s garage with the garage door closed.
2. Motorized bikes, scooters or mopeds may not be operated “off road” on grassed or improved surfaces, including walking paths.
3. Members or their guests may not park Recreational Vehicles (RV’s) on the streets.

-Temporary parking to load and unload an RV is permitted on the garage apron for a period not to exceed 24 hours, provided it does not impede or restrict access by others.

-An RV-type vehicle may be placed in the parking lot overnight (for a period not to exceed 24 hours) with the prior permission of a member of the Board of Directors.

## **E. Other Vehicle-Related Regulations**

1. Any motor vehicle which is not currently registered and licensed may not park anywhere on the common grounds.
2. Mechanical work on cars or other vehicles is not permitted at any time on streets or the common grounds except for emergency repair (flat tire, etc.).
3. Parking or driving is not permitted on grassed/improved surfaces and parking may not interfere with lawn-care or maintenance activities.
4. During snow plowing and snow removal operations, no vehicle may be parked on roads, driveways and/or aprons.
5. All statutes and regulations of the State of New York, and the City of Saratoga Springs, regulating the operation of motor vehicles, and their manner of operation on public highways, streets and parking areas, shall apply to operation of all vehicles on common grounds.
6. Neither the Homeowner Association nor the Board of Directors shall be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle on common ground.
7. Commercial vehicles may temporarily park for the purpose of delivery, pickup, or during performance of contracted services.

## **F. Driveway Surface Repair**

Damage to the driveway surface or subsurface occurs from wear and tear and/or oil or anti-freeze spillage due to persistent apron parking. If this damage necessitates surface repair or replacement, the Board may, on the recommendation of the Property Management Company, charge these expenses for such repairs/maintenance to the member.

## **Section XI – Pets**

### **A. Concerning Pets:**

1. Pets shall not be left unattended or tethered on common ground, and no dog or cat may be allowed to run loose on common ground.
2. When walking your pet:  
  
-You must keep your pet controlled on a leash so it does not interfere with another resident, and also that it does not “spoil” any lawns. Pet Owners must remove and properly dispose of excrement.

3. Pets are not allowed inside the Clubhouse or Pavilion or within the fenced areas of the recreational facilities.
4. Members should report stray animals to the Saratoga Springs Animal Control Officer (518) 584-1800.
5. City, County and State ordinances pertaining to pets (including licensing) apply.
6. Invisible dog fences are not permitted.
7. Homeowners shall be responsible for any damages to Common Grounds caused by their pet, or by a pet owned by a renter or guest.
8. Homeowner shall possess no more than two (2) pets per household.

## **Section XII – Leasing, Renting**

### **A. Single Family Homes**

Declaration Article IX, Section 9 provides, “None of the lots may be improved, used or occupied for other than private single family residential purposes.” Operation of a home as a bed and breakfast type facility, including the rental of a unit/room for less than one week through “Air BNB” or similar sites or agencies, or by any other means, is strictly prohibited.

As a result, homeowners may not install a 2<sup>nd</sup> kitchen within their dwelling unit.

### **B. Lease/Rentals**

A homeowner may lease, rent or occupy his/her home within the following parameters:

- Leases, rentals or occupancy of less than 1 week are not permitted.
- You may not lease, rent, or have your home occupied by a corporation or other business entity.
- Subleases are not permitted.
- Prior submission of the Association’s Lease/Rental Form, is required.

### **C. Notifying the Association**

At least thirty (30) days prior to executing a lease, or in any way permitting occupancy of the unit, a homeowner must submit to the Association’s Administrator or the Renters Coordinator a completed copy of the Association’s Lease/Rental/Occupancy Form.

- The names and address of the primary residence and prospective lessees/renters and occupants, and the duration of the proposed occupancy, or lease.

- A description of the lessee, renter or occupant's motor vehicle, including license plate numbers and State(s) of registration.
- The homeowner's temporary address, telephone number and email address where contact can be made in case of emergency.

## **Section XIII – Collection of Delinquent Assessments and Fines**

### **A. Monthly & Special Assessments, and Fines**

Monthly assessments are due and payable on the first day of each month. In addition, the Board may call for a Special Assessment to be paid by all members over a period of time.

### **B. Fines**

Fines may be issued to individual homeowners by the Board when any violation of the Association's Covenants, By-Laws, or Rules and Regulations occurs.

Any assessment or fine that is not paid by the due date (*fifteen days after billing date*) will be deemed delinquent. (See Fine schedule Section H)

### **C Bank Returned Payments**

Any member's payment that is returned by a bank for "insufficient funds" will be subject to a charge covering both the bank's and Managing Agent's service charge.

### **D .Interlaken Collection Process**

1. The due date for all assessments and fines is the 1<sup>st</sup> day of each month, with a grace period of fifteen (15) days. Payments must be received at the payment processing center of the Property Management Company.
2. On the 16<sup>th</sup> day of the month, a past due reminder letter is sent to the homeowner. The \$25 late fee will be assessed at that time.
3. After 31 days from the original due date, a second request for payment is sent to the homeowner.  
-This will include monthly assessments, late fees, and any other charges assessed in accordance with the governing documents.
4. After 45 days from the original due date, a ten-day demand is sent to the homeowner stating that failure to bring his/her account current within ten days will result in a lien being filed against the property, and that his/her account will be assessed the cost of the lien filing.

5. After 60 days, a letter is sent to the homeowner advising him/her that a lien on the property, as approved by the Board, has been filed by the Property Management Company with the County. The cost of the lien filing, currently \$185, is assessed to the homeowner's account.  
  
- Between steps 4 and 5, contact with the homeowner will be made by the Property Management Company, and/or a designee, to obtain payment of all past due amounts.
6. At approximately 75 days past due, the homeowner is advised by Certified Mail/Return Receipt that his/her account will be turned over to the Association's attorney for collection, as approved by the Board, and all attorney costs and collection fees will be assessed to the homeowner's account as stipulated in the governing documents.
7. All necessary documents will be provided by the Property Management Company to the Association's attorney to pursue full collection of all past due account charges. Any and all legal fees will be charged against the homeowner's account as stipulated in the governing documents.

#### **E. Homeowner's Loss of Privileges**

A homeowner whose account balance is 60 days or more past due shall be prohibited from actively serving on the Board or any Interlaken committee, or using any of the recreational facilities for the entire period during which any assessment remains unpaid.

#### **F. Satisfaction of Court Action**

If the court enters a monetary judgment in favor of the Association, notice shall be mailed to the homeowner, allowing such time as specified by the Court for satisfaction of the outstanding debt.

If full payment is not received within the court-specified period, the homeowner will be subject to an additional charge for the Managing Agent's collection costs.

#### **G. Releasing the Lien**

Upon receipt of full payment of all obligations and costs, (including Attorney fees for obtaining the release), the lien shall be released.

Upon payment in full, the homeowner shall notify the Board of Directors of the date, amount and type of such of payment, in writing, at 75 Sarazen Street.

#### **H. Fine Schedule/Interlaken Fines:**

##### **ASC Application**

If a homeowner fails to submit an application before effecting an alteration to his/her units exterior or other structure, or initiates such a project before receiving full and final written ASC approval, the homeowner will be subject to a fine/penalty in the amount of \$500.

## **Maintenance of Unit**

Failure of a unit owner to comply with a written ASC request to make repairs to the homeowner's unit within six (6) months of receipt of such request, will require the homeowner to seek a six (6) month extension with the caveat that the work will be completed as required by the ASC. Failure to complete the required work at the end of this extension will constitute a fine of \$500 or at the Interlaken Board's discretion, the hiring of vendors to complete the work at the homeowner's expense.

## **Leasing/Rental/Occupancy Unit:**

In the event that any homeowner violates that portion of the Interlaken Rules and Regulations and/or Covenants and Restrictions, by renting, leasing, or occupying their unit for other than private single family residential purposes, said homeowner shall be subject to a fine in the amount of \$500 and an additional penalty of \$100 per day for every day of said violation.

## **Private Functions:**

Exceeding guest limit at pool (limit 12), clubhouse (limit 44), will initiate a first warning letter to the homeowner. A second offense will result in a \$100 fine and a third offense will result in a \$100 fine per infraction.

## **Noise/Other Infractions:**

Infractions, including, but not limited to noise, climbing on or jumping over the fence, fires or use of the facilities by underage persons will initiate a fine of \$350 for each occurrence. Recreational privileges may be suspended by the Board at their discretion. Homeowner/homeowners may report these infractions to the Board or may call Police.

## **Unregistered Watercraft at Waterfront:**

Storage of any unregistered watercraft or of any motorized watercraft, will result in removal of watercraft from the waterfront. Watercraft considered to be deserted can be sold by the Board with the proceeds going to the HOA.

## **Pet Control:**

Failure to tether pet or to properly remove and dispose of excrement or excessive barking will result in a \$100 fine for each occurrence.

## **Parking:**

Parking on the apron of a homeowner's garage is permitted from April 1<sup>st</sup> to November 1<sup>st</sup>. Overnight parking on the street is not permitted. Additional parking can be found at the pool parking lot. Costs of towing vehicles that are towed away are the financial responsibility of the homeowner/vehicle owner.

## **Section XIV – Procedures For Enforcement Of Rules and Regulations**

To implement the Association's Declaration of Covenants, the By-Laws, and the Rules and Regulations, the general policy for enforcement of these governing documents follows:

Homeowners may alert the Property Management Company online or via e-mail when they believe that another homeowner is in violation.

If no action is taken within 30 days, the homeowner should contact the Board or a Board Member.

A homeowner who is found at fault will first be spoken to in person or by telephone. If the homeowner then fails to satisfactorily correct the violation, then the Board shall send a written notification of the rule violation to the homeowner by regular postpaid or certified mail citing:

- the specific rule violation
- the corrective action required
- the time frame for such corrective action to be taken

**A.** Should the homeowner neglect to take corrective action within the stipulated time, the President of the Board of Directors will send, by certified mail, a subsequent written notification.

-This notice will direct the homeowner to cease and desist from the violation,

-A penalty or penalties, approved in advance by the Board, will be levied on the homeowner.

**B.** Penalties to be imposed may be singular or a combination of

-a loss of privileges

-a monetary charge or fine

-recovery of the cost of the corrective action taken by the Association

If a homeowner's account balance is 60 days or more past due, the penalties shall always include a loss of privileges.

**C.** Repeat violations may be administered by a single combined notification of a home-owner's violations and penalties.

Also, when a charge or fine is imposed, it may be singular or for multiple events or periods, and shall continue until the Board is satisfied that all the charges, fines and any costs borne by the Association have been collected.

-Collection will be subject to the same conditions as the collection of other Association assessments.

