



Lake Country Village
Homeowners Association, Inc.

Established February 2001



**OWNER'S
HANDBOOK
OF
RULES, REGULATIONS
& PROCEDURES**

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www.lcvillage.org

LAKE COUNTRY VILLAGE HOA OWNER’S HANDBOOK

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Welcome to Lake Country Village Homeowners Association!

About This Handbook

There are a great many rules and regulations that Homeowners (and the HOA) must follow. Some were part of the original establishment of the HOA. Others have been added or amended over time by the Board of Directors per [Declaration Article II, Sections 1 and 3, Page 4](#). The rules, regulations and other information contained in this Handbook are a compilation of these documents. **The Handbook Version 1.0 was approved by action of the Board and became effective on July 1, 2023, and Version 2.0 was subsequently revised and approved in October 2024 as listed on its cover and represents the complete list of these documents in effect as of that date. This Handbook version supersedes any, and all previous publications of these documents except for those contained in the Declaration¹.** However, rules and procedures can change by action of the Board at any time, and it is possible that something listed in this Handbook may have been changed or deleted or a new rule or procedure added since its latest revision. We recommend checking our website for any recent changes by reviewing the minutes of Board meetings from this date. It is the intent of the Board that this Handbook will be updated at least annually.

Items throughout this guide are often summarized for brevity. Whenever possible, the latest source of a rule or its complete statement is shown or is referenced in footnotes or by “hyperlinks” to our website². To obtain full understanding of a rule, we recommend reading the referenced document. Note that in some cases, all or portions of the original rule have been superseded by this Handbook. Ultimately, the source for any rule is the Declaration so **if no reference exists for a rule, its source is the Declaration.**

In addition to this Handbook, we encourage all Owners to carefully read the governing documents listed below in paragraph C, “Basic Governing Documents” to help gain a thorough understanding of your rights and responsibilities as a member.

We hope you find this Handbook informative and useful. If you have any suggestions for ways to make this Handbook easier to use, please feel free to contact the Property Manager to submit a suggestion, via Buildium or the [Contact Us Form](#) on our website.

Thanks, and Welcome to Lake Country Village!

Board of Directors

¹ Rules contained in the Declaration as interpreted or modified (when allowed) by the Board are included in this Handbook. In the event of a discrepancy in interpretation, the Declaration will take precedence. See Basic Governing Documents Paragraph C.2 for more information.

² Hyperlinks are found where text is underlined and in blue. To follow a hyperlink, click the underlined text while holding down the CTRL key.

I. GENERAL INFORMATION

A. Introduction

Lake Country Village HOA is the largest Homeowner's Association in Clinton County, with 326 homes. Constructed in 1959 for Plattsburgh Air Force Base (PAFB) personnel housing, our homes were sold to a private developer and extensively renovated and upgraded following the PAFB closing in 1995. In February 2001, the Lake Country Village Homeowners Association, Inc. (HOA) was born and shortly thereafter the first units in Phase I were offered for sale.

Every Homeowner in Lake Country Village is automatically a Member of the HOA per [Declaration Article IV, Section 1, Page 6](#). Each Member has certain rights and responsibilities as set forth in the “governing documents” of the HOA.

The HOA's purpose is: 1) to maintain the common areas and various portions of your home's exterior; 2) to enforce various rules and regulations to ensure the value of the community is preserved and 3) to create a pleasant and desirable place to live for its Members. The HOA accomplishes these goals in part by collecting and managing assessments (dues) which each Homeowner is required to pay monthly. The HOA has no other funds beyond what it collects from each of you, so any expenses paid by the HOA are really being paid by you and the other Homeowners. The HOA merely manages your money. If you ask for something to be paid for by the HOA, you are literally asking your neighbors to pay for it.

Living in a Homeowners' Association may be a new experience for many Lake Country Village residents. Space is limited and it is crucial that we all respect the needs of our neighbors to make the community a desirable place to live.

B. Management

1. **Board of Directors.** Our HOA is guided by a volunteer group of dedicated Homeowners who make up its Board of Directors. The duties and responsibilities of the Board are principally defined in the [By-Laws Article VI](#). The Board and its Committees work earnestly to ensure residents' needs are addressed and our community is well maintained. There are nominally seven (7) Directors who are elected by a vote of the entire Membership, as per [Declaration Article IV, Section 2 Page 6](#) and [By-Laws Article V](#). Each Director serves a two-year term and may run for re-election at the end of the term. Director terms are staggered so that the entire Board is not replaced in any single year. There are no term limits. Any Homeowner who is a resident of Clinton County and whose unit is occupied by someone not considered a “renter” per [4/12/21 Resolution](#) is eligible to serve as a Director except that where more than one person holds an interest in a Lot, only one such person is eligible at any one time.

2. **Committees** In addition to the Board, various Committees have been formed to provide research or in-depth review of specific areas and to advise and assist the Board in its activities. Committees may be standing (permanent) or ad hoc (temporary). A list of current Committees and their Members and duties can be found on our website, located at: lcvillage.org/committees.
3. **Property Manager** The Board retains the services of a professional Property Manager to handle day-to-day activities, identify maintenance needs, enforce rules and regulations adopted by the Board, oversee other contractors working on the property and be the point of contact for most interactions with the Owners. Please check our website for current [Property Manager Contact Information](#).
4. **Open Board of Director Meetings** Board meetings, at which any official business of the HOA is conducted, are open to all Members. Please join us at our monthly meetings, generally the 2nd and 4th Monday of each month at North Country Alliance Church on the corner of New York Rd. and Northern Avenue per [9/16/2019 Resolution](#).
5. **Annual Meeting of the Members** On the second Monday of May, per [5/14/2019 Resolution](#), the Board holds an Annual Meeting as required by our By-Laws. At this meeting, the new Budget and an Annual Report are presented, and the election of Directors is held as well as a vote on any issue to be placed before the entire Membership.
6. **Website** www.lcvillage.org is our official website. It is currently designed and maintained by volunteers on our Information Technology Committee and has been designated by the Board as the location for all official HOA documents per [1/3/2017 Resolution](#). Please check it out! The Information Technology and Communication Committees welcomes any, and all, feedback about this site. If you have website experience, particularly with Wordpress, we would be grateful for your help in managing it.
7. **Volunteers Needed!** Please consider volunteering to run for the Board of Directors or to serve on one or more of our Committees. Remember, this is YOUR Association!

C. Basic Governing Documents

The following documents were filed by the original Developer of Lake Country Village. They provide the legal basis for the Association and its mandatory Membership, establish the rights and responsibilities of every “unit Homeowner” and describe the duties and powers of the Association to administer, create and enforce rules and regulations which apply to all Members.

1. **Prospectus** The [Prospectus](#) contains information about the forming of Lake Country Village. Also known as the Offering Plan, the Prospectus contains a group of documents which must be submitted to the State Attorney General whenever a developer seeks to establish a Homeowner’s Association to manage and maintain common areas and enforce policies and regulations within a

development. In our case, the Prospectus Phase I created the first phase of our community. Phase II, Phase III, and Phase IIA Prospectuses were filed to add the remaining units in stages. Once all units were sold to the original Owners, much of the Prospectus itself essentially becomes irrelevant except for 1) any rules it established (unless later superseded) and 2) the other important separate documents it contains as listed below.³ Each Homeowner is encouraged to carefully read these documents as they are the *foundation* of the Association’s rules, rights, and responsibilities.

2. **Declaration of Covenants, Conditions, Easements and Restrictions.** ([The Declaration](#)) is the base document that defines the roles and responsibilities of both Homeowner and HOA. In addition to the original Declaration, filed when Phase I of the development was created, three Supplemental Declarations were filed, basically to add each subsequent phase into the development. These documents are filed in the Clinton County Clerk’s office and function as “deed restrictions” on all property in Lake Country Village. The Declaration cannot be altered except by a vote of 90% of the Members.

3. **By-Laws of Lake Country Village HOA, Inc.** This document establishes the powers, duties, and method of operation of the Association, its Board of Directors and its officers and contains information regarding rights of the Members with respect to the organization. [The most recent version of the By-Laws](#) was passed by the Board on June 13, 2006.

4. **Articles of Incorporation** (Prospectus Phase I Page 114) This is the legal document that establishes the entity known as Lake Country Village Homeowners Association, Inc. Our HOA is organized under New York State Law as a Not-for-Profit Corporation. It is not, however, a charitable “501c3” and is therefore not tax exempt.

³ There is a popular misinterpretation that the Prospectus cannot be changed. While it is true that since it has already been filed, the actual Prospectus document cannot be changed, much of the Prospectus’ **contents** can and in many cases **MUST** change. For example, each Prospectus contains an initial budget, but budgets change annually. Some specific rules contained in the Prospectus have been superseded or suspended as allowed by the Declaration which gives the Board broad powers. Even the By-laws contained in the Prospectus can be changed by the Board. The **Declaration** is the one part of the Prospectus that cannot be changed without the consent of a super majority of the Members.

D. General Responsibilities of Members

1. **Contact Information** – Keep the HOA informed of your up-to-date contact information including, telephone, email⁴, mailing address, emergency contacts, etc. Emergency contacts are especially important because of the nature of our interconnected units. **Please keep this up to date via your Buildium Property Management Software portal OR through the Contact Us Form** (If you do not have online access, you may request a copy of the paper version, from the Property Manager.)
2. **Homeowner Emergency** – if a Homeowner has an emergency within their unit, the Property Manager should be contacted by phone (listed on the LCV Website) or by email to propertymanager@lcvillage.org. This is ONLY for emergencies but includes if a Homeowner has a problem with a contractor that the HOA has hired. **The Homeowner is NOT to confront or argue with the contractor or their employees. Doing so may result in a violation OR a potential lawsuit by the contractor.**
3. **HOA Dues** – Ensure that your **HOA dues are paid on time.**
4. **Utilities** – Arrange and pay for your own natural gas, electricity⁵, telephone, television, internet, and garbage pickup services. Sewer and water services are provided and paid for by the HOA as part of your monthly dues.
5. **Meetings and Voting** - When possible, attend HOA Board of Director meetings and the Annual Meeting of Members. Vote on the election of Directors and any other issues placed before the Membership.
6. **Stay Informed** – Visit and become familiar with the HOA website; read our newsletters, notices posted on the website and on the message boards (near the kiosks) and HOA Board meeting minutes.
7. **Read the original Prospectus**, in particular the **Declaration**, and **this Handbook** which contain rules, regulations and resolutions that have been adopted by the HOA Board. These are also available on the HOA website.
8. **Support the HOA community** by considering running for the Board, participating on Committees or helping out with special events or projects.

⁴ A regularly checked email address is very important since most communications with Owners is electronic

⁵ Electricity and natural gas service MUST REMAIN ON AT ALL TIMES. See **Basic Townhouse Courtesy** below.

9. **Obtain Approval by Submitting** Maintenance/Architectural Requests to the Property Manager before commencing work in, on or around your unit. Refer to the [Work Request Procedure](#) for more information and examples.
10. **US Mail.** The HOA will only send regular mail to the Homeowner’s mailing address currently on file. Any requests for changes to this address must be made in writing. It is up to each Homeowner to make any arrangements needed to receive regular mail from the HOA in a timely manner per [Prospectus Phase III FAQs Page 5](#)).
11. **Parking** ([See Parking Rules](#) Section for more information.)
12. **Garages** are considered one of the two parking spaces assigned to each unit. Owners have a responsibility to park in their garage to make room for other Homeowners.
13. **The second “assigned” space** is usually the space in front of their garage. Owners must utilize this space, if possible. Where this space does not exist, Owners may use the common area parking space assigned to their unit.
14. **Remove or mark** any outside plants or lights in the late fall to avoid damage from snow clearing. Our contractor cannot be responsible for their damage if they become covered with snow and are not marked. See [Winter Reminder!](#)
15. **Owner Complaints.** If you have a complaint about the way you, or your request, has been treated, please submit a written complaint using the “General Inquiry” option on your Buildium portal OR [the Contact Us Form](#). **Issues cannot be addressed unless they are properly documented in writing.** If you are NOT satisfied with the response, you may also attend any Board meeting and address your complaint directly with the Board. Complaint forms are tracked and will be responded to within 48 hours.
16. **Owner Problems.** If you are having trouble with a neighbor or feel the neighbor is in violation of one or more of these regulations, try speaking to the neighbor directly. Often, individual Homeowners are simply unaware of a rule or that something may be causing difficulty for you. If you find that you cannot resolve the issue yourself, please, submit a written complaint using the “General Inquiry” option on your Buildium portal OR [the Contact Us Form](#). **Issues cannot be addressed unless they are properly documented in writing.**
17. **Criminal Activity** IF YOU SUSPECT ANY CRIMINAL ACTIVITY, **DO NOT CALL THE PROPERTY MANAGER.** PLEASE CONTACT THE LOCAL POLICE DEPARTMENT (518-563-3411) OR CALL 911.
18. **Keep all electrical cords,** hoses and yard items off the common areas and away from areas where snowplowing or mowing equipment may be used. Hoses should be stored inside the Homeowner’s fence or otherwise obscured from view.

19. Basic Townhouse Courtesy

As per [Rules and Regulations](#):

- a) **Do not play electronic equipment** such as televisions/music so loud that they become an annoyance to your neighbors. Loud noises are strictly prohibited from 10:00pm to 7:00am.
- b) **Be careful of slamming doors and cupboards** – sound carries easily in attached units.
- c) **Do not begin (or allow a contractor to begin) loud indoor or outdoor work** or activity until 8:00am. Cease work activity by 8:00pm.
- d) **Please respect your neighbors by limiting loud sounds** in your backyard **after 10:00 pm**. Remember your proximity and realize that they can probably hear everything you are saying.
- e) **Please pick up any litter or debris** in the vicinity of your home.
- f) **Please ask guests to park on the streets** to be considerate of your neighbors.

HOMEOWNERS THAT LEAVE FOR WINTER, or for extended periods of time. Maintain the heat at no less than 60 degrees and keep the boiler (including its water supply), gas and electricity ON. It is your responsibility to have someone check on and care for your home. The HOA will not keep a [key](#) to the Homeowner's home. We recommend forwarding your mail as the kiosk mailboxes are quite small. **You must provide emergency contact information for someone who can respond in case of an emergency.** If you do not provide this information, you will be responsible if there IS an emergency and the HOA has to enter the home by forced entry per [2/18/09 Resolution](#). **It is up to you to become familiar with the water shut offs in your home** The water should be shut off to your toilets, sinks and washing machine to protect from overflows while you are away. However, under no circumstance can you shut down your complete water supply to the home. **Winterizing of your home is strictly prohibited.**

E. Insurance

1. The HOA carries liability and property damage insurance, [per Prospectus Phase III FAQs Page 3](#), which covers the common area and the 96 building structures up to and including the sheetrock walls. [Certificates of Insurance](#) and contact information for our insurance agent, and other useful insurance information are available on our website. Any questions about the HOA policy should be addressed to our agent.

- a) The Homeowner owns his/her entire unit and is ultimately responsible for repair of any damage to the unit (and potentially any adjoining unit) per [2/18/09 Resolution](#) and [2/10/09 Board Minutes](#). The HOA policy may cover all or a portion of the damage. However, depending on circumstances, shortfalls in the insurance proceeds could be the responsibility of the Homeowner. See [Clarification Document](#) and [Declaration Article IX Page 16](#) for more information.

2. The HOA policy **does not** cover interior additions, cabinets, fixtures, appliances, improvements, personal belongings, furnishings, etc. or the personal liability of any Owner. **An individual insurance policy is required in order for you to be completely protected in the event of a loss and is therefore strongly recommended for all Homeowners.** You should discuss the insurance type and coverages with your insurance agent. (An HO-6 policy may be an appropriate choice.) If you have made any upgrades to appliances, flooring, wall coverings, kitchen/bath cabinets, fixtures, doors/window, etc. keep a record of those costs and make sure YOUR insurance policy covers the replacement of those items.

- a) Your mortgage may contain a Planned Unit Development Rider, which recognizes the HOA's policy as satisfying the bank's requirements for structural insurance. However, an individual policy may still be required by the bank and, regardless, still needs to be completely protected.

3. In addition to standard liability coverage, **it is highly recommended that additional liability coverage be purchased** in an amount sufficient to replace the entire building in case you are found to be responsible for its loss. Contact your agent for options to accomplish this. It is strongly recommended that all unit Owners carefully review their coverage with their insurance agents for proper coverage as there may be other options. A copy of the HOA certificate of insurance and declaration sections addressing insurance coverage should be provided to your insurance consultant when reviewing your coverage.

II. RULES AND REGULATIONS (alphabetically listed)

A. Air Conditioners

Per [Prospectus Phase III FAQs Page 3](#):

1. **Window AC units** do not require a Work Request but may not be installed **before May 1st** and must be **removed by November 1st** per [4/10/23 resolution](#).
2. **Window AC units are only allowed in single hung or double hung windows.** Removal of a casement window sash and filling space around the AC unit (or the entire opening) with any type of filler material is **prohibited** per [3/8/21 resolution](#).
3. **Any damage caused by the installation or removal of window AC units** is the responsibility of the Owner.
4. **Central AC units or mini-split** style AC units are allowed upon approval of a request via the Buildium portal OR a [Contact Us Form](#). A sketch must be provided showing the location of the condenser unit(s) and line sets and installer must state, in writing, the installation meets the requirements of the National Electric Code regarding the capacity of the 100 amp electric service per [Central Air and Mini-Splits](#).

B. Building Uses and Rules

1. **Your unit may only be used for residential purposes.** No wholesale or retail business can be conducted on any Lot, except conducting of business by telephone or internet or the establishment of a home office per [Declaration Article VIII, Section 11 Page 15](#) This also a stipulation in the City of Plattsburgh zoning ordinance.
2. **No work on any motor vehicles, boats or machines of any kind** shall be permitted outdoors on the property, except with written consent of the Board of Directors per [Declaration Article VIII, Section 13 Page 16](#)
3. **No outdoor drying of clothing, bedding, etc. is permitted.** No clotheslines of any type are allowed, even in the fenced-in backyards per [Declaration Article VIII, Section 15 Page 16](#).
4. **No temporary building**, trailer, recreational vehicle, tent, shack, barn, or any other type of out building may, temporarily or permanently, be used as a dwelling without the consent of the Board, per [Declaration Article VIII, Section 8 Page 14](#).
5. **Remove all seasonal decorations within 30 days** after the holiday in question per [Annual Report 2016-2017](#).
6. **No noxious or offensive activity** shall be carried out upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or

annoyance in the area or to the residents or Owners. You cannot display or store items outdoors anywhere if such items constitute a cluttered appearance of the area per [3/13/23 Resolution](#). The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code per [Declaration Article VIII, Section 7 Page 14](#).

C. Electric Vehicle Chargers

1. **DUE TO THE NATURE OF THE EXISTING ELECTRICAL INFRASTRUCTURE IN LAKE COUNTRY VILLAGE, THERE IS A MORATORIUM ON THE INSTALLATION OF “LEVEL II” OR HIGHER ELECTRIC VEHICLE CHARGERS OR CHARGING STATIONS (RATED IN EXCESS OF 15 AMPS, at 120V).** [See Utilities Rules Section for more information](#)

D. Fences

1. **All wooden fences bordering Lots have been replaced with vinyl fencing.** This fence carries a 30-year warranty from the date of installation (2022). In order to maintain our warranty, instructions for maintaining and using the fences must be adhered to. The cost to repair any damage incurred by not following these instructions will be at the expense of the Homeowner. [Click here for complete instructions and suggested methods for cleaning.](#)

- a) Do not nail, screw, drill, etc. any type of hole in the new vinyl fencing.
- b) Do not etch or intentionally scratch anything onto your fencing.
- c) Do not place any source of heat closer than three feet to the fencing including gas grills, outdoor heaters, etc.
- d) Do not hang any object on your fence that weighs in excess of 10 lbs.
- e) Do not use any type of permanent glue such as Super Glue to attach items to the fence.
- f) Do not use a high powered or gas powered trimmer next to the bottom of the fence.
- g) Do not paint or put any type of permanent markings on any part of the fence.

NOTE: Removal of any part of the fence or gate, by either the owner or contractor will invalidate the warranty on the fence or gate.

2. **Fences bordering Lots** are for privacy purposes only and are not intended as secure enclosures or security fences.

E. Firepits and Grills

1. **Firepits.** Wood fired firepits of any kind or any other type of recreational fires are strictly prohibited everywhere in Lake Country Village, including the fenced in backyards and the common area.⁶ Portable propane firepits, if allowed by the City ordinance, are permitted in backyards but must follow the same distance rules as for outdoor grills below.

2. **Outdoor Grills.** Grills and similar cooking devices of any fuel type shall not be allowed for cooking or heating under any overhang, within a garage or porch, or within 10 feet of a building or 3 feet of a fence or any other structure when in use. This does not prohibit their storage when they are not in use, provided they have cooled sufficiently and can be stored with absolute safety.

F. Garbage

1. **Homeowners must arrange** for their own trash hauler. **All GARBAGE** must be placed in garbage cans with lids, labeled with the street address of the Owner. Garbage cans must be placed at the curb **within 24 hours** of a scheduled pick-up only and must be removed from the curb once garbage has been picked up. They must be stored either in your storage shed, garage or inside your backyard fence per [Declaration Article VIII, Section 5 Page 13](#). All recycling must be placed in appropriate containers; no loose bags allowed. All cardboard must be secured.

2. **Yard Waste** (Grass, leaves, brush, branches, ONLY- no trash, animal waste or non-organic items) will be picked up by our landscape contractor, usually beginning in April and ending in October. Watch for notices about scheduled pick-ups and place at the curb **on the day of scheduled pick up only**. Organic waste must be in paper recyclable bags (available at hardware stores, Wal-Mart, etc.) except for larger branches which may be placed separately, otherwise, the Landscaper will not collect them.

3. **Except** for building materials placed in an approved location during the course of construction or repair of any approved improvements, **NO** lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash, or other waste material (all of which are referred to hereinafter as “Trash”) shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept within the Owner’s garage or the Owner's Lot per [3/13/23 Resolution](#).

a) Discarded or unwanted items of any type are considered trash as defined above and may not be placed at the curb for any purpose or for any length of time anywhere in Lake Country Village except for pick up with your normal trash on the normal scheduled garbage pick-up day.

G. Painting of Doors

1. As per [3/6/18 Resolution](#) replacement of front entrance doors or front storm doors are allowed in any manufacturer's standard color. Homeowners must submit a request via Buildium OR the [Contact Us Form](#) with appropriate information which can be approved by the Property Manager without further Committee or Board involvement.

2. For painting existing front doors, an Architectural Request should be submitted through Buildium or the [Contact Us Form](#).

A color swatch must be submitted which must approximate a factory standard color.

H. Parking and Outside Vehicle Storage

Per [1/12/12 Resolution](#) and the [2016-2017 Annual Report](#) the following rules apply to the common areas and to the three cul de sacs of Alana, Caitlin and Baltimore. All other streets in Lake Country Village are subject to the parking rules of the City of Plattsburgh.

⁶ The City of Plattsburgh local law also prohibits small recreational **wood** fires (firepits) in our backyards since it requires a minimum distance of 25' from any structure. See [City Passes Fire Pit Regulations](#)

1. **Owners must utilize the parking space that exists in front of their garage,** if possible. If there is no space in front of the garage, they are to utilize the common area parking spaces assigned and numbered for their unit.⁷ Any remaining common parking areas (non-numbered) spaces are available to all residents on a first come first served basis [11/18/08 Resolution](#).
2. **Unnumbered common area spaces** cannot be used for long term storage/parking.
3. **Parking is forbidden on any grass-covered areas.**
4. **Where homes face each other,** (common driveways) parking is not allowed on the common driveways except in numbered spaces.
5. **The space at the end of common driveways accessing villas** (duplexes) is to be used as a turnaround only.
6. **On-Street Parking in the three cul de sacs is restricted to marked spaces only.**
7. **The area in front of all mail kiosks** has a 30-minute parking limit.
8. **During snow events, all cars must be moved from driveways and cul de sacs as needed, when plows are in the area to allow for plowing.** Failure to comply will result in your having to clear your own driveway.
9. **No boats, Recreational Vehicles (RV's), or other recreational equipment** are allowed to be parked or stored on HOA property under any circumstances.

⁷ Actual document that assigned specific spaces was distributed to affected Homeowners in 2008, but a copy cannot be found.

10. **Commercial Vehicles**⁸ may be stored and/or parked on HOA property if in operating condition, fully licensed and insured, and limited to a maximum of 25 feet in length, 10,000 gross weight in pounds and 9.0 feet in height. Vehicles over these dimensions can be parked on city streets subject to city law per [12/14/13 Resolution](#). Vehicles must be on paved surfaces, not interfere with other use of the area, not create a safety hazard and cannot contain any hazardous materials. Trailers and attachments may not be parked on HOA property at any time, whether attached to an allowed vehicle or parked separately.

11. **Unlicensed or inoperative motor vehicles** of any type are prohibited.

12. **Violations of the above rules** can only be reported by the affected Homeowner or his designee or an HOA contractor or vendor. Any vehicle not in compliance with the above rules shall be considered a violation and subject to enforcement provisions described later in this Handbook.

13. **In addition to the above parking regulations, during Snow Removal, all City of Plattsburgh parking ordinances apply to the city owned streets. When the amber lights are flashing at the entrances to the Village, all cars must be removed from city streets from midnight until the lights stop flashing, to allow for snow removal.**

I. Pet Rules/Wildlife

As per [Annual Report 2016-2017](#), [Resolution 2/8/2021](#) and [Resolution 3/8/2021](#):

1. **All pet rules** apply to Owners and their residing family Members and to tenants, guests, and visitors to the Owner's premises.

2. **No animals** of any kind or number shall be kept or bred for **commercial purposes**.

3. **Each unit is allowed to have a maximum of two pets**, such as two cats, two dogs, or one cat and one dog. Livestock of any kind are not permitted.

The keeping of other types of animals shall be subject to those animals not creating a nuisance as defined below.

4. **All animals must be kept on a leash** and under the control of a responsible adult when on the common area. **THIS IS ALSO THE CITY OF PLATTSBURGH Leash Law.**

⁸ For the purposes of this rule "Commercial Vehicle" shall mean any vehicle larger than a standard size (single rear axle) pick up truck.

5. **Owners of animals** may be required by the HOA to dispose of any animal which creates a nuisance that unreasonably affects the quality of life, quiet enjoyment, or safety of other residents or which damages the property of other residences or the common areas and may be further subject to fines and penalties. See Rules Enforcement Section. For the purposes of these rules, “nuisance” shall be defined to include:

- a) **menacing, aggressive or violent behavior** towards any person or other animal, including the killing or pursuit of wild animals on the common areas.
- b) **barking, howling or other persistent and excessive noises** whether originating from within the resident's home or outside the home or in the common areas
- c) **damage or destruction of the property** of another resident or of any property required to be maintained by the HOA, including the-common areas, and fences, lawns, trees, shrubs, etc., located thereon.
- d) **Owner is not cleaning up after the pet.**
- e) **The animal is not leashed or properly controlled.**

6. **Disputes among residents** as to the keeping of animals or any alleged violation of these rules should be settled to the greatest extent possible directly between the parties. A resident who has an unresolved complaint concerning the conduct of another resident’s animal(s) should set out the nature of the complaint in writing via Buildium or the [or the Contact Us Form](#) addressed to the Board of Directors of the Lake Country Village HOA.

7. **[Pets](#) may not be chained or confined on the common area.**

8. **Homeowners are responsible for the removal of any nuisance animals** (wildlife) on their property as well as for securing the entrance to the property to prevent future invasions. What can I do if my house is occupied by a nuisance animal?

- a) Handle the problem yourself⁹
- b) Contact the City Nuisance Control Officer to assist you in removing the nuisance animal from your home.
- c) Contact a DEC-approved Nuisance Wildlife Control Officer that for a fee will abate nuisance wildlife from your home and dispose of it for you.
- d) Proceed in removal and abatement of the nuisance wildlife and because you own your home, the expenses of such removal and abatement must be paid by the Homeowner(s) affected.

⁹ In some cases, a DEC licensed Wildlife Rehabilitator may be able to assist or advise a course of action. A list of active Rehabilitors is available on the DEC website.

J. Pools and Hot Tubs

1. **Pools** - no inground or above ground pools are allowed in Lake Country Village per [Prospectus III FAQs Page 3](#) and [Declaration Article VIII, Section 16](#).
2. **Hot Tubs** are allowed provided that a sketch of the proposed installation (location & plan) is provided to and approved by the HOA via Buildium or the [Contact Us Form](#). Such installations are subject to electric capacity constraints and must be in accordance with code and have any required permits.

K. Recreational Facilities

Recreational areas are open only to LCVHOA Members and their guests per [6/16/15 Resolution](#).

1. **Lake Country Village offers tennis, pickleball and basketball courts** to all LCV Owners, along with **playgrounds**. All of these areas are available to use at Owners' own risks. The HOA assumes no responsibility for injuries received while using any of the facilities. The courts are located on Iowa and Maine Roads and the playgrounds are located on Iowa and Maryland Road. Hours of operation and rules are posted in each area per [Rules-and-Regs-2016](#).

2. **Rules for all facilities**

- a) Hours of operation are limited to daylight hours.
- b) Observe proper language and behavior while using the facilities.
- c) Keep the noise level to a minimum.
- d) No bare feet. Wear proper footwear.
- e) Be considerate and limit your time if others want to use the facilities.
- f) You carry it in? You carry it out.
- g) All children must be accompanied by an adult.
- h) No alcohol or smoking of any kind is allowed on or near the facilities.

3. **Additional Rules for playgrounds**

- a) Playgrounds are closed from dusk to dawn.
- b) Do not use equipment when wet or when ground is frozen,
- c) No running, pushing, or shoving on the playground.

4. **Additional Rules for tennis and basketball courts.**

- a) **No pets are allowed** on the tennis courts.
- b) Organized leagues are not allowed.
- c) Hanging on rims or nets is prohibited.
- d) No glass containers and no roller blades

L. Renting Your Unit

Per [Declaration Article VII Page 11](#) and [11/05/09 Resolution](#):

1. **No home in LCV can be rented within the first two years** following each change of Ownership. See [5/10/21 Resolution](#).
 - a) For the purposes of the above rule, changes in title to the entities below shall not be considered a change in Ownership:
 - i. The estate of an Owner who is deceased.
 - ii. The beneficiary of a deceased Owner of record established by Last Will and Testament of Owner of record or any court having jurisdiction.
 - iii. A Living Trust established by an Owner of record where the Owner of record is either the current Trustee or continues to reside in the unit, or any beneficiary of such Trust.
2. **Short term rentals** for periods less than 30 days are prohibited.
3. **A Unit Owner desiring to rent their unit must notify the HOA** of the intent to rent a unit via Buildium OR [the Contact Us Form](#) **prior to the tenant taking possession of the unit.**
4. **A Unit Owner must furnish a list of all tenants.** The Owner must advise the HOA of any changes, terminations or renewals of the lease including specifically changes in the identity of the tenants.
5. A **“renter”** per [10/22/13 Resolution](#) **is defined as any occupant** of a unit (whether or not money is actually paid) other than the titled Owner of the unit (as reflected on the recorded deed to the unit) except the parent, grandparent, child or grandchild of the titled Owner.
6. **The unit Owner must notify the HOA whether the lease is written or verbal** and provide written acknowledgement that they have included in the lease agreement a statement to the tenant(s) that they must abide by all the rules and regulations of Lake Country Village.
7. **Any tenant** who conducts himself in such a manner as to be a nuisance to the other Owners in the Association or who does not abide by the rules and regulations of the Association may have their lease with an Owner terminated by the Association upon not less than ten (10) days, notice to the Owner and the Owner’s tenant per [Declaration Article VII, Section 1.](#)
8. **It is the Owner’s responsibility to address any issues with their tenants.**
9. **The unit Owner is responsible for paying the monthly assessment,** as well as any fines or fees charged, as a result of the tenant’s actions or inactions.
10. **Significant penalties apply for violations of these rules.** See [Rule Enforcement section.](#)

M. Satellite Dishes and Antennas

Installation of antennas or satellite dishes must be approved by submitting a request via Buildium OR [the Contact Us Form](#) to the HOA per [Declaration Article VIII, Section 9 Page 15](#)

1. Satellite dishes must be the miniature type.
2. They may not be mounted on or attached to any part of the roof or the vinyl fences.
3. Any damage caused by their installation or removal is the responsibility of the unit Owner.
4. Up to two satellite dishes per unit may be approved per [3/8/2021 Resolution](#).
5. TV Antennas may be installed subject to approval per [4/26/21 Resolution](#).

N. Signs

Per [Declaration Article VIII Section 2 Page 12](#) no signs or advertising of any kind shall be placed in the common area or any Lot in Lake Country Village, with the exception of temporary “For Sale” signs pertaining to the sale of the unit.

O. Working On, In or Around Your Unit

1. **You must receive written permission from the Board** via Buildium or the Contact Us Form for certain types of work affecting your unit or the common area, including the following:

- a) **Alter, add to, or modify any part of the common area or exterior of the building**, even if inside your fenced-in backyard, including windows, exterior doors, garage doors, pergolas, enclosures, vents, skylights, antennas or satellite dishes, rain gutters, window boxes, exterior light fixtures or other exterior attachments, or any penetration of the siding, soffit or roof surfaces per [Declaration Article VIII, Section 1 Page 12](#).
- b) **Install major appliances** such as central AC (including a mini-split system), electric dryers, ranges, or hot water tanks (if replacing gas units), EV charging stations, hot tubs, gas or electric fireplaces, or any other appliance that has an electrical rating of more than 15 amperes.
- c) **Any interior structural changes** involving a load bearing wall

d) **Installing, removing or pruning** plantings of any kind outside of your fenced in backyard (even if the branches or roots encroach on an Owner's Lot), including the area between the garage and front door, or to remove any plantings, fences or walls in the fenced in backyard if removing same has the potential to cause damage to any nearby homes to any nearby homes or landscaping or to any HOA maintained element per [Declaration Article VI, Section 1 Page 10](#). New plantings added must be maintained in accordance with the latest HOA policy on such plantings.

2. **The Board has established a Work Request process** for obtaining the required permissions for working on or around your unit. Additional details regarding this process can be found in the [Work Request Procedure](#). Failure to obtain the required permission may result in a fine and in you having to return the property to its original state at your expense.

3. **Watering the common area lawn is not permitted.** There is no money in the budget to cover the cost of extra water use per [Prospectus Phase III FAQs Page 2](#)

4. **No work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on the property**, except with written consent via Buildium [Declaration Article VIII, Section 13 Page 16](#).

P. Utilities

1. **All residents must maintain the ambient interior temperature** of their unit throughout the year at a **minimum of 60 degrees** to prevent pipes within the unit from freezing. See [Annual Report 2016-2017](#). The Owner is responsible to the Association or the Owner(s) of other properties, or both, for any damage arising from frozen pipes which pass through the unit per [Prospectus Phase III FAQs Page 5](#) **“Winterizing” of a unit is prohibited.**

2. **Except for emergencies or maintenance, you cannot shut down your complete water supply to your home.** Remember that your heat is re-circulating hot water and requires a water supply. **It is up to each Owner to get familiarized with water shut offs in his or her home.** The HOA does not have drawings or other documents that identify the locations of inside water shut offs per [Prospectus III FAQs Page 5](#). **Electricity and gas must also be left on, at all times.**

3. **Owners acknowledge that controls for mechanical systems in adjacent units may be present in their units** Owners are strongly encouraged to arrange for access when they are not present or available.

4. **Plumbing problems** per [Annual Report 2016-2017](#).

a) **It is the Owner’s responsibility to locate water shut offs for their unit** per [Prospectus III FAQs Page 5](#). The HOA does not have drawings or other documents that identify the location of inside water shut offs.

For plumbing problems that may involve other Homeowners or that may be the responsibility of the HOA, such as a sewer problem **outside** of the building, after calling a plumber, the Homeowner must contact the PM by phone, (number is on the LCV Website), text or email at: www.propertymanage@lcvillage.com and submit a request via Buildium OR the [Contact Us](#) Form and provide a brief description of the problem and the name of the plumber called.

b) If the problem requires the plumber to fix the problem by making an **outside-the-unit repair**, the plumber will work with the Property Manager to agree on the work to be completed. The Property Manager reserves the right to call another plumber to fix any plumbing problems located outside the unit on HOA property.

c) **Depending on what caused the problem**, the Homeowner may be liable for the entire repair.

- d) **Invoices for plumbing problems deemed to be HOA responsibility** must include sufficient information to make this determination including details of the problem, its location and exactly what was done. All such invoices must be sent to LCVHOA, 10 Maine Rd., Plattsburgh, NY 12903. PM will review the invoice and shall present it to the Board for approval, accordingly.
- e) **Failure to comply** with this process may result in the Homeowner being held responsible for the entire cost of the repair.

5. **Electricity** - There are several unique aspects of the electric services in Lake Country Village

- a) **Each unit** is supplied by a 100-amp electric service, fed from a meter enclosure on one end of each building.¹⁰
- b) **Each building's** electrical service also is protected by a single master breaker, required by code, which is rated variously at 150 to 175 amperes for duplexes and triplexes and 200 or 225 amperes for quads. This device essentially further limits the individual service capacity to 50 to 85 amperes depending on the building arrangement. See Electrical Load Restrictions notices from Developer, 5/1/2003 and prior.
- c) **Each building** is supplied by a single underground electric service from the underground or overhead system owned by the Municipal Lighting Department (MLD) of the City of Plattsburgh.
- d) **Because of the above, electrical capacity constraints** do not allow all **major** appliances (clothes dryer, hot water heater and range) in a unit to be fueled by electricity. Two-level townhouse units (quads and triplexes) cannot have electric dryers unless capacity is freed by converting an electric range or hot water heater to gas per [Prospectus Phases II FAQs Page 4 & III FAQs Page 5](#)
- e) **Additional electrical appliances**, such as central AC (or mini-splits), hot tubs, [EV Chargers](#) per [1/9/23 Resolution](#) etc. require a Request via Buildium OR the [Contact Us Form](#). Such additions must be installed by a licensed electrician and must include a statement from the installer that the electrical capacity of both the unit **and the building service** meet the requirements of the National Electric Code (NEC). Certain installations may require a building permit from the City of Plattsburgh. The Owner is responsible for any costs associated with problems caused by electrical loads added without such statement.
- f) Any costs associated with an increase in electrical service capacity for a unit are the responsibility of the Owner. This may include replacement of the entire electrical system for the **building**, including the meter enclosure, service entrance conductors and underground service cables, and may also include charges from the MLD.

III. WHO MAINTAINS WHAT?

The Declaration is the principal document that defines the responsibilities of the HOA and the unit Owner. In many cases the Declaration, as written, adequately defines these responsibilities. However, there are some areas where the language of the Declaration is ambiguous. Consequently, the Board adopted, by resolution, a [Clarification](#) of Homeowner and HOA Responsibilities guideline which more precisely establishes the line between Homeowner and the HOA in all areas of responsibility. This document, like the Declaration itself, is complex and not repeated here, for the sake of brevity. Many of the paragraphs below are further explained in these documents and Homeowners are urged to review them before submitting requests for maintenance or claims for reimbursement. The Board also approved a [Written Resolution dated 10/14/24](#) that further clarifies HOA vs Homeowners responsibility and the reimbursement process. In case of conflicts between this Handbook and the [Clarification](#) Document, the latter shall take precedence. **Remember, even if the HOA is responsible for maintaining a certain element, you may still need a Work Request to make any changes. See [Working on or Around Your Unit](#) in Article II for further explanation.**

A. **General Requirements**

Per [2/18/09 Resolution](#):

1. Owners must maintain their units so as not to cause damage to adjacent units or the common area and must promptly address any repairs that are causing or can cause damage, nuisance, or unhealthy conditions via Buildium or the [Contact Us](#) Form.
2. **If an Owner fails to address repairs or mitigate conditions** that create damage or impairment, the HOA is empowered to undertake same, including in emergencies by forced entry, and all costs thus incurred by the HOA or damage to the Homeowner's property are the responsibility of the Owner.

B. **Your Lot**

1. **Your Lot is the plot of ground encompassed by the edge of your roofline, the center of common walls between your unit and any adjoining unit, and the area outlined by your fenced in yard.** This is the area that should be described in your deed or on a recorded map of the subdivision.
2. Except as defined elsewhere, maintenance of your Lot and the interior of the unit, including all plumbing and HVAC mechanicals **is your responsibility** per [Declaration Article VI, Section 2 Page 10](#) including:
 - a) Water shut offs, hose bibs
 - b) Boiler, Boiler vents, bathroom and kitchen vents, dryer vents
3. Any item not specifically defined as the maintenance responsibility of the HOA, is the responsibility of the unit Owner.

¹⁰ The 10 "newer" duplex units on Maryland have larger services, generally 200 amp.

4. Any maintenance, repair, or replacement necessary to preserve the appearance and value of Lake Country Village occasioned by a willful act or omission of an Owner shall be made at the expense of the Owner.

5. If any Owner by action or inaction, causes damage or adds extra maintenance cost to any element required to be maintained by the HOA, the maintenance or repair of said element (or its cost) is the responsibility of the current Owner. A few examples are:

- a) Failing to prune or remove plantings that cause damage to siding or roof.
- b) Hardscaping the common area over buried sewer or water lines
- c) Damage to building exterior including doors, windows, garage doors, siding, trim, etc. caused by actions of an Owner or his/her invitees.
- d) Improper attachments to the building or fence.
- e) Failing to properly seal holes left when removing an attachment to the outside of the building.

C. Buildings

1. Except as defined elsewhere, **maintenance** of the interior of the unit, **including all plumbing and HVAC mechanicals is the Owners' responsibility**. Refer to the [Clarification Document](#) for a more detailed explanation.

2. In general, the HOA is responsible for maintenance of the building exterior, including the roof. **Any additions, attachments or structures of any kind** added to or installed within the Homeowner's Lot, whether by **approved Work Request** or otherwise, **is the maintenance responsibility of the Owner** per [Declaration Article VI, Section 2 Page 10](#) and [9/18/2012 Resolution](#). Refer to [Clarification Document](#) for a more detailed explanation.

D. Common Area

1. The HOA is, in general, responsible for maintaining the common area, which is anything outside of an Owner's Lot and which includes, for example, sidewalks and driveways. Where there are exceptions to this, they are more specifically defined in the [Clarification Document](#) or elsewhere in this Guide.

E. Fences

1. Fences shall be maintained in accordance with the [1/9/2023 Resolution](#) or as subsequently modified.

- a) The maintenance and/or replacement (at the sole discretion of the HOA) of FENCES with fences of a similar style and material (or with such other material at the sole discretion of the HOA) shall be the responsibility of the HOA and shall be budgeted and paid for through an allocation of Homeowner assessment.

2. All wooden fences surrounding Lots have been replaced with new vinyl fencing in 2022. In order to preserve the manufacturer's warranty, there are rules regarding attachments, cleaning and general use that are required to be followed per [Article II Fences](#) and [Vinyl Fence Instructions](#).

F. Landscaping

1. For the purposes of HOA required maintenance, “landscaped area” shall be defined as any area that is either lawn, or intentionally planted with flowers, shrubs, bushes, or trees, whether or not it is on the Common Area owned by the HOA, **except for landscaping within the fenced in backyard**, which is neither under the control of, nor required to be maintained by, the HOA.

2. If the HOA grants permission for a Homeowner to install plantings of any kind on the common area they shall be considered as planted by the HOA, since it is done only with the express permission of the HOA, and once planted, they become part of the common area owned by the HOA. Said Homeowner shall be required to follow any current policy for such plantings, which may, for example, include **caring for the plantings during the first 12 months** (or longer at Homeowner’s option). Thereafter, said plantings become the maintenance responsibility of the HOA which is free to maintain, modify or remove at its sole discretion per [12/14/20 Responsibilities](#).

G. Snow Removal

The HOA is responsible for snow removal on sidewalks and driveways. When the amber lights are flashing at the entrances to the Village, all cars must be removed from city streets from Midnight until the lights stop flashing to allow for snow removal. All cars must be moved **from driveways and cul de sacs as needed when plows are in the area to allow for plowing**. Failure to comply will result in your having to clear your own driveways.

H. Utilities

Responsibility for utilities is defined in the [Clarification Document](#).

IV. ASSESSMENTS (Dues)

Each Member of the HOA is obligated to pay to the Association annual and special assessments, if any, which are paid monthly and which are secured by a continuing lien upon the property per [By-Laws Article X](#) & [Declaration Article V Page 7](#).

A. Budget and Your Dues

1. Each fiscal year the Board of Directors conducts a comprehensive review of its expected costs for the following year. This review typically begins as early as October and culminates with an approved budget on or about May 1st which includes both annual operating expenses and contributions to a Reserve Fund needed to cover the ongoing deterioration of assets the HOA is responsible for, such as the roofs.

2. By acceptance of a deed, each Owner agrees to pay a monthly assessment fee (dues), beginning at the transfer of Ownership. This fee is determined by the Board as part of its annual budget review and is a uniform amount for all Lots. The new fee is typically announced at the annual Meeting of Members in May and becomes effective for the new fiscal year which begins on July 1st.

3. Beginning July 1st of each year, the monthly dues amount will be posted on the LCV Website for that fiscal period which ends June 30th of the next year. Submit a request via Buildium OR the Contact Us Form for any questions pertaining to the current monthly fee amount.

B. Payments

1. The preferred method of making your monthly payments is to use our **Autopay option**. This ensures your payments are always received on time, eliminates any problems with delivery via the US Post Office and saves you postage and us processing time. To sign up, please opt in to the Buildium portal or use the Contact Us Form. (If you do not have online access, you may request a paper copy, Form T4.13, from the Bookkeeper.)

2. Monthly payments can also be made by mailing a check to:

LCVHOA Bookkeeper, 10 Maine Road, Plattsburgh, NY 12903

Please utilize our monthly payment coupons found on our website if you will pay by check. If you use your bank's bill pay feature, please include your HOA address in the "memo" section.

3. Any assessment (payment) not paid on time is subject to fees and penalties as described in the next section.

V. **FEES AND PENALTIES**

A. **Payment Late Fees and Interest**

1. Homeowner assessments are secured by a continuing lien upon the property and due on the first of every month. **Homeowners whose monthly payment is not received in full within ten (10) calendar days of the payment due date will be charged a late fee of \$25.00.** Homeowners may submit a written request for a waiver of the fee for a just cause which may be granted via a majority vote of the Board.

a) The Treasurer is authorized to waive one late fee under the following circumstances:

- i. A Homeowner, charged a late fee, signs up for autopay¹¹
- ii. A new Homeowner in their first month of occupancy

2. **INTEREST** shall accumulate at the annual rate of nine percent (9%) for all monies owed **for any purpose** that are delinquent after 30 days.

3. **If a payment is returned for insufficient funds the Homeowner will be charged a RETURNED PAYMENT FEE**, equal to all (100%) of the charges incurred by Lake Country Village, or a minimum of \$25.00 whichever is greater. This charge is in addition to any fees charged directly to the Homeowner by their bank. If the payment is not repaid by the end of the grace period, a late fee will also be assessed.

4. The Board, on behalf of the Association **shall have the power to suspend** the right to the use of the Common Area except for ingress and egress over the Member's Lot, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for any published infraction as per Rules and Regulation.

5. **If any assessment is not paid within thirty (30) days after the due date**, the Association may bring an action at law against the Owner or foreclose the lien against the property, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment per By-Laws Article X.

6. Per 12/6/09 resolution any costs incurred by the HOA to collect any monies owed by a Homeowner shall be added to such amounts owed by that Homeowner.

B. Fines and Penalties for Rule Violations

As much as we all try to be good neighbors, one of the obligations of the Board of Directors is to ensure that each Homeowner in our Community adheres to the Declaration of Covenants, Conditions and Restrictions (CCR's) and the various other Rules and Regulations contained in this Guide. All Homeowners are bound to conform to these requirements.

1. **In the event that a violation occurs**, per [9/19/17 Resolution](#), a notice of non-compliance will be sent to the Homeowner advising them of the details of the violation.
2. Unfortunately, any violation which goes untended and has not been addressed with the Board of Directors may result in fines or other corrective actions.
3. Individuals who have been fined may appeal the decision in writing to the Board of Directors, however fines will continue to accrue during the appeal process unless the violation has been corrected.
4. Fines not paid within the time provided will be re-levied as additional Homeowner Assessments and shall be subject to the same collection procedures, fees and policies as regular dues, including but not limited to the imposition of late fees and interest, and the creation of a lien against the property and may result in a Small Claims case being filed or forwarding to the HOA Attorney for other legal action, the costs of which will be the obligation of the Homeowner.

Please refer to the Rule Enforcement section in paragraph C, below for more information.

C. Rule Enforcement

Failure to comply with any regulation outlined in this Handbook may result in enforcement actions. The procedures for enforcing rules and any associated fines vary with the rule and the violation.

1. **All Rules** except as modified by separate enforcement procedures.
 - a) PM will investigate the validity of the complaint within 3 business days.
 - b) If valid, PM will immediately contact Homeowner with a courtesy call or in person and attempt to resolve amicably. If unsuccessful, or unable to contact after two attempts within 24 hours,
 - c) PM will, within 2 business days after the last attempt, send a written notice to the Owner advising the nature of the complaint, the penalties for violations, the right of the Owner to appeal to the Board in writing and **giving an appropriate time frame for correction**. PM shall add the violation to Buildium to be reported at the next regular meeting of the Board. This constitutes a first violation.

- d) If not remedied in the time given (or if violation is repeated), **PM shall immediately send a second written notice to offender imposing the fine listed below** and “assess” a fine via the “Violations” section of Buildium and forward to the Bookkeeper with a new time limit for correction.
 - i. \$100 for a first violation
 - ii. \$250 for a second or further violations of the same rule
 - (a) An additional violation shall be
 - (i) An additional occurrence after the initial violation is corrected, whether or not a fine was imposed or*
 - (ii) Failure to correct the previous violation within the allowed time.*
- e) The Board may take additional action at its next regular meeting as listed, giving reasonable advance written notice to the Homeowner.
 - i. Cure violation by contractor including removal or confiscation of offending items if appropriate, and bill cost to Homeowner.
 - ii. Any other fine or action deemed appropriate in view of the severity and circumstances of the offense.
- f) Electronic copies of all written notices will be maintained under the Buildium portal as a “Violation”. Upon receipt of the notice of assessment from the PM, the Bookkeeper shall immediately prepare and send an invoice for any fines imposed. Payment shall be due 30 days from the date of the PM’s notice.
- g) The Homeowner may appeal the decision by submitting a written request to the Board via Buildium or the Contact Us Form within 30 days of any notice given. The Board will reconsider the matter at its next regular meeting. Its decision at that time shall be considered final.

2. Parking Rules. Violations of the parking rules in section II of this Handbook are subject to the above enforcement actions for **All Rules** except:

- a) PM will investigate validity of complaint **within 1 business day**.
- b) If a violator cannot be contacted within 24 hours or refuses to comply within 30 minutes of notification by PM, vehicle may be towed. (Decision to tow will be made by PM and will be based on nature of offense, whether it is a repeat offense and other relevant factors.)
 - i. **If the vehicle is towed**, delivery of required notice from 1c above shall be a notice, hand delivered and/or left on violators door (if known) and sent by email and shall include the name of the towing service. PM shall remain on site during towing. Owner is responsible for towing cost and fines shown above.

- ii. **If vehicle is not towed**, notice may include affixing an appropriate notice to the vehicle's windshield in addition to required written notice from paragraph 1c.

3. Renting your unit Rules

- a) Violations of the rental rules in section II of this Handbook are subject to the above enforcement actions for **All Rules** except:
 - i. Time for correction shall be 30 days. If not corrected in the time allowed, PM shall immediately report same to the Board and impose the following penalties and send an assessment notice to the Bookkeeper via Buildium.
 - (a) Failure to notify the HOA of tenant information prior to occupancy (or change of occupancy) - fine of **\$250** for the first month of non-compliance; **\$500** per month for each additional month of non-compliance.
 - (b) Renting a unit within 2 years of change of Ownership - fine of **\$1000** per month.

4. Pet Rules

- a) Violations of the pet rules in section II of this Handbook are subject to the above enforcement actions for **All Rules** except in addition the Board may:
 - i. Issue an order that the offending animal(s) be confined, restrained or otherwise prevented from creating a nuisance.
 - ii. Issue an order that the animal(s) be permanently removed from the resident's home or common area or both with a time limit for compliance.
 - iii. Any other order or fine for non-compliance which is deemed appropriate by the Board.

5. Garbage Rules

- a) Violations of any Garbage rules in section II of this Handbook are subject to the above enforcement actions for **All Rules** except
 - i. Allowed time for correction shall be 24 hours from the date of the notice.

VI. POLICIES AND PROCEDURES

The following policies and procedures have been adopted by the Board for their use in managing the affairs of the Association. Generally, they are designed to provide a uniform and consistent means for handling various aspects of the organization to ensure fairness, accountability and reasonable internal controls. The complete policy or procedure is not repeated here but can be viewed on our website under Documents > Policies and Procedures or by following the link shown.

A. **Authorization of Expenses**

Proper fiscal management requires oversight of all expenses incurred. This procedure identifies a 3-step process the Board follows for payment of all expenses. These steps are (1) pre-authorization, (2) verification of completion and (3) payment. The policy can be found at: lcvillage.org/expense-authorization-policy.

B. **Records Retention**

Books and records of the Association are retained for a period of time prescribed by law, Generally Accepted Accounting Principles, and good business practice. The retention of Lake Country Village records falls into three basic categories; permanent, 7 years, and discarded after 1 year. This policy can be found at: lcvillage.org/records-retention/.

C. **Work Requests**

Work (Maintenance or Architectural) Requests are required to document Homeowner requests for work to be done anywhere outside the walls of your home and certain types of work inside your home or your fenced-in backyard. The Work Request Procedure, including lists of certain types of requests that can be approved solely by the PM, can be found at: [Lake Country Village Work Request Procedure](#).

Work (Maintenance or Architectural) Requests are submitted via the Buildium portal OR the [Contact Us Form](#). (If you do not have online access, you may request a copy of the paper version, Form PM2, from the PM and mail it to our 10 Maine Rd. address.) In most cases Architectural Requests are sent to either the Landscape or the Building Committee for review and recommendation to the Board, which makes the final decision.

A request submitted to and approved by the HOA **does not** replace the need to obtain a building permit, per [7/19/16 Board minutes](#), from the city, if required. Homeowners are responsible to obtain any required permits and to provide a copy of same to the PM if required for any work to be performed on the common area.

All changes and alterations made by Homeowners to the common area through 9-1-2008 are grandfathered in. Thereafter changes will require permission.

NOTE: All requests for work must be submitted via Buildium or the Contact Us Form. Requests for work to be done that are submitted in other ways, such as emails, **mailed notes, voicemails, phone calls, etc. will not be accepted as official Work Requests, and will not be logged and are not subject to any rules for handling.**

D. Elections

Elections to Board of Directors and other voting issues which are placed before the entire Membership are subject to this procedure which can be found at: [Lake Country Village Elections Procedure](#). Elections for Directors are officially held at the Annual Meeting of Members on the second Monday of May. See paragraph I. C. 1. for information on eligibility to serve as a Director. In any election, each Member is entitled to only one vote, regardless of how many Lots are owned. If more than one person holds an interest in a Lot, the Member is considered to be an organization of such persons which is then entitled only one vote for that Lot. A quorum of 40%¹² of the eligible voters is required for any action of the Membership.

E. Contract Guidelines

The Association is precluded from directly hiring employees by the status of its Continuing Property Statement – 7 (CPS-7) as described in the Prospectus. Therefore, to accomplish the many maintenance and capital projects it is responsible for, it makes extensive use of contractors. The Contract Guidelines provide a blueprint for the handling of these contracts. The Guidelines can be found at: [Lake Country Village Contract Guidelines](#)

F. Collections

Although most Homeowners pay their dues on time, occasionally there are delinquencies. This policy which describes the Board's procedure for collections and the latest late fee and interest policies, can be found at: [Lake Country Village Dues](#)

G. Ethics

The Lake Country Village Homeowners Association Board of Directors has adopted an ethics policy for its Directors and Members serving on all Committees to provide guidance with ethical and conflict of interest issues and a mechanism for addressing unethical conduct. This policy can be found at: [Lake Country Village Ethics Policy](#)

¹² By Laws – 6/13/2006

Along with Directors and Committee Members (as stated in the current Ethics Policy) Homeowners are prohibited from harassing or threatening contractors, vendors, Directors, Committee Members, other Owners and tenants whether verbally, physically or otherwise.

In addition, Homeowners must treat each other with respect and dignity and not make personal attacks on others.

H. Tree Plantings and Removals

To plant, remove or prune anything on the common area, an Architectural Request via Buildium or the Contact Us Form must be submitted and approved in advance. The following policies will be applied to these requests as appropriate:

- (1) Tree Removal Guideline (LC 3.0) – This guideline is used to determine which common area trees will be removed at the expense of the Association and the policy for removing other trees requested by Homeowners. It can be found at: [Tree Removal Guidelines](#)
- (2) Tree Planting Procedure (LC 1.0) – This guideline describes the policy for planting trees or shrubs on the common area **after** receiving approval of your Architectural Request. It can be found at: [10/17/17 Board Minutes](#) and [Procedure for Planting Trees on the Common Area](#)

I. Insurance Procedures

The general procedures for filing a claim against the HOA’s insurance carrier and how proceeds are handled can be found in the [Declaration Article IX Page 17](#).. Additional clarification can be obtained in Paragraph 7 of the [Clarification Document](#).

J. Violations

The procedure for handling violations of rules, regulations and by-laws has been revised in conjunction with the publication of this Handbook. The details of this procedure along with fines and penalties which are an integral part of the procedure are listed in [Article V, C Rule Enforcement](#) of this Handbook.

K. Water Use

Due to the unusual nature of our development with generally only one water meter for each building, the Association receives and pays all water and sewer bills. These expenses are included in your monthly assessment and constitute the largest single expense paid for by you through your dues, representing nearly 25% of our total budget. High water use has over the years been tracked and even billed to Owners over and above the monthly dues. Currently our policy includes an attempt to identify significant leaks and to take immediate steps to prevent excessive costs. We ask that you help in this effort by being attentive to leaks and to control wasteful use such as running toilets and by notifying us of the actual number of occupants in your home via the [Contact Us](#) Form or via Buildium.

With this information we will adjust the usage “allowance” for each Homeowner to help us identify abnormal situations. The procedure the Property Manager will follow can be found at: [Water Use Procedures](#)

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BIBLIOGRAPHY

The following documents were reviewed and included in the compilation of this Handbook. This Handbook INCLUDES, AMENDS or SUPERCEDES all previously published Lake Country Village rules, regulations, policies and procedures contained in these documents or any others not listed.

Annual Reports

[Annual Reports 2008 thru 2017](#)

Board Minutes

[Board Minutes – Inception of HOA thru date of this Handbook](#)

By-Laws

By-Laws of Lake Country Village Homeowners Association, Inc. – February 2001; Prospectus Phase's I, II, IIA and III

By-Laws of Lake Country Village Homeowners Association, Inc. – Undated and Unsigned; Prospectus Phase II only

By-Laws of Lake Country Village Homeowners Association, Inc. – Spring 2005; HOA Summary of Documents

[First Amendment to By-Laws of Lake Country Village Homeowners Assoc. - 6-13-2006; Resolution of the Board](#)

Clarification Document

[Policies/BD-3.01-Responsibilities-of-HOA-Rev-1-12-27-2021-w-index.pdf](#)

Declaration

[Declaration of Covenants, Conditions, Easements and Restrictions – May 2001; Phase I Prospectus](#)

First Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions – March 2002; Phase II Prospectus

Second Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions – June 2003; Phase III Prospectus

Third Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions – May 42004; Phase IIA Prospectus

Policies and Procedures

[Common Area Tree and Shrub Policy – Lake Country Village \(lcvillage.org\)](#)

[Contract Guidelines – Lake Country Village \(lcvillage.org\)](#)

[Elections – Lake Country Village \(lcvillage.org\)](#)

[Expense Authorization Policy – Lake Country Village \(lcvillage.org\)](#)

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www.lcvillage.org/Prospectus-2/

Rules and Regulations Publications

HOA Summary of Documents, Spring 2005

Lake Country Village Handbook of Rules, Regulations and Fine Structures – October 2006

[Highlights of Lake Country Village Rules and Regulations, June 2016](#)

Resolutions

[Rules and Regulations – Lake Country Village \(lcvillage.org\)](#)