



# CLEARVIEW

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# 2026 - HOUSE RULES FOR CLEARVIEW MOUNTAIN COUNTRY CLUB INC./NOF BAHIR

The following is a list of house rules for the purpose of the peaceful and meaningful cohabitation of all residents of Clearview Mountain Country Club, Inc. (Clearview). They are intended to ensure your safety and quality of life as you enjoy your summer season on Clearview grounds. As a means of enforcing house rules, assessments will be levied by the Board of Clearview to any resident who violates a house rule. Such assessments shall be considered additional rent as provided for in the proprietary lease. Any violation and/or assessment may be appealed to a meeting of the Board when a quorum is present. The Board's decision will be final and binding. The most current version of these house rules can always be found at [clearviewbungalows.com](http://clearviewbungalows.com).

## 1. Parking & Driving on Grounds

- a. Driving on the grounds is limited to the designated parking areas and their approaches. Parking lots are for the exclusive use of Clearview residents and their guests. Clearview does not take any responsibility for any damages to vehicles due to any reason, including potholes, thrown rocks, flying baseballs, bears, bicycles, bird droppings, etc. In other words, Park at Your Own Risk!
- b. Reserved parking spots will be rented at the cost of \$250 per year (plus the cost of the sign). Currently only lot 3 and 5 are part of the program. In parking lot 3, a unit can only reserve one spot. Units that reserved spots in the prior year will be given preference. All remaining spots will be distributed on a first come first serve basis. Parking in a reserved spot will result in a fine determined by the Board.

2. Under no circumstances can vehicles be driven on grounds after the season (Labor Day-Memorial Day) without written permission from The President or Head of Maintenance. Penalty will include a \$100 fine and cost of repair.

3. No cars or trucks may drive on the premises of Clearview, except for the packing and unloading for the first time at the beginning and end of each season, which cannot take place before June 9th or after September 7th. Exceptions may only be granted by the President or Head of Maintenance.

- a. Additionally, the Board reserves the right to not allow cars to drive on grounds during inclement weather/wet grounds EVEN if it is during the first or last time of unloading/loading. Under no circumstances are cars to be left on the grounds overnight.
- b. Extreme caution should be taken when driving on the grounds with regard to children playing, as well as the condition of the grounds. Very wet grounds leave tire marks the whole season, so please refrain from driving on the grounds when it is raining. (This will result in an assessment of up to \$100, in addition to the cost of repair). Driving on grounds during the season without permission shall carry a fine of up to \$300. Driving on

grounds even during the off season will result in a fine plus the cost to repair the grounds. Permission may be granted by the Head of Maintenance or President for certain circumstances. Even if permission is granted, any damage that is incurred by driving on grounds, the shareholder will bear the cost of repair.

4. Food and grocery delivery drivers may not drive on grounds or all the way up the back road. All Grocery, Instacart, Uber Eats, etc... deliveries must be met at the parking lot entrances. It is the shareholder's responsibility to ensure that the delivery person leaves the grounds.

5. ATV's are not permitted to be driven on any property owned by Clearview. The fine will be determined by the Board.

### **Safety**

6. As per NYS law, helmets MUST be worn at all times when riding bicycles, scooters, rollerblades, etc. Motorized cars, bikes, and scooters may NOT be used after 9:00 pm with the exception of kids' movie nights.

### **7. Motorized cars**

- a. Motorized vehicles which exceed 10 MPH (with the exception of Board approved Golf Carts) are not allowed to be driven on CMCC premises.
- b. Use of motorized vehicles are not permitted before 9:00 a.m. or after 9:00 p.m. We ask parents to be responsible when their kids are driving motorized vehicles. The first infraction will be a warning by the Board. A second infraction will be a fine up to \$100.
- c. We strongly encourage all motorized vehicles to remain off the walking path when possible to give right of way to pedestrians.

8. NO non-maintenance staff is permitted on any roof at any time without permission from the Board/Maintenance. This will result in a meeting with the Board in addition to a fine determined by the Board.

### **Grounds Safety**

9. Fire Pits: Log-burning fire pits are only permitted in the following designated areas (Basketball Court and by the Camp House). Additional areas may be granted by permission from the Board.

10. Smoke Detectors and Carbon Monoxide Detectors:

- a. All shareholders are responsible to ensure that a carbon monoxide detector is in their kitchen along with smoke detectors in each bedroom and hallway. It is the shareholder's responsibility regardless of occupancy.
- b. There must also be an accessible fire extinguisher visibly hanging or under the sink.

If smoke and carbon monoxide detectors are not installed or working by July 1st, maintenance will install and charge a \$100 installation fee plus the cost of the devices.

## **Pool Expectations for Children & Adults**

11. All posted Pool regulations will be strictly enforced.
  - a. Should one pool need to close, it is at the Board's discretion to immediately enforce the open pool to revert to family swim.
  
12. Children 11 and under MUST be accompanied by a family member that is 16 years of age or above while at the swimming pool and a lifeguard must also be on duty.
  - a. Parents cannot ask the Clearview Lifeguard on duty to watch their children individually.
  - b. If no lifeguard is present, the family member watching the children must be 18 years of age (or specifically approved by the Board).
  - c. Children between the ages of 12-18 years may use the pool alone ONLY when a lifeguard is on duty, otherwise they must be accompanied by an adult.
  
13. All infractions from rules 11-12 above will result in a fine of up to \$300 and the parents must appear before the Board.
  
14. We ask that everyone maintain a level of modesty at all times including to and from the pool.
  
15. Smoking and loud music playing (with the exception of the pool party or permission by the Board) are NOT permitted in the pool area.
  
16. Aggressive behavior is NOT permitted in the pool. In the event of repeated offenses, the Board has the right to suspend pool usage and call the parents or Shareholder in front of the Board.
  
17. Water guns are not permitted to be used in the pool or the pool area. The first infraction will be a warning by the Board. A second infraction will result in a fine of up to \$50. The lifeguard has the right to remove any child or adult that does not follow these rules.
  
18. Anyone (with the exception of the Board/Maintenance) found in the pool area during a time when the pool is closed (such as Shabbos), will result in a fine of up to \$500 to the parents/guardian as well as a mandatory appearance before the Board.
  
19. Children under 4 years of age MUST wear swim diapers when in the pool. NO EXCEPTIONS! This is a regulation mandated by the Health Department. A \$500 fine will be assessed.
  
20. During Clearview Day Camp hours (in years that are applicable), adults and non-day camp individuals are not permitted to swim in the A pool during camp swimming hours. During camp hours the B pool is for adults and children that are too old for the camp. Permission may be granted by the Board for certain circumstances.

21. Separate Swimming: Those who do not abide by the separate swimming hours will be asked to leave. Failure to do so will result in a fine of up to \$250. For separate swimming hours boys aged 9 and under will be allowed to swim during separate women's hours and girls aged 7 and under will be allowed during separate men's hours.

**Expected on Grounds Etiquette**

22. All residents will be responsible for keeping the area around their units free of garbage, litter, or construction material, regardless of whether the debris was generated by the occupants of that unit (exceptions might include Clearview public events). Residents, family members of residents, guests, agents, or construction crews employed by a resident shall NOT litter anywhere on Clearview property. Boxes must be broken down when put out for garbage or they will not be picked up. Residents will be held responsible for any such violations. This will result in a fine of up to \$100 for the first offense.

22a. Any furniture that needs to be thrown out: you must contact the head of maintenance for permission and cost to dispose of the furniture.

23. All dogs (including ESA dogs) cannot be walked on grounds except when walking to designated areas and must be on leashes. Anyone that does not clean up after their dog will be subject to a fine determined by the Board. We ask shareholders with dogs to be respectful and considerate to their neighbors as well as shareholders/renters in the colony. Please be aware that if a dog becomes a nuisance to neighbors or the colony, the Board may kindly request that the dog be removed from the grounds. Any violation of this rule may result in a warning or fine as determined by the Board.

24. Any damage to property caused by residents, their immediate family, guests, agents, contractors, workmen, or subtenants, whether accidental or intentional, shall be the financial responsibility of the resident. Any assessment to repair/replace said damage shall be considered additional rent, as that term is used in the proprietary lease. This will result in a minimum assessment and it will be at the Board's discretion to determine the damage assessment in addition to the cost of repair. Residents will be responsible for any violations committed by members of their family or by their guests.

25. Excessively loud playing of music or noise is NOT allowed anywhere on Clearview property including the parking lots. Permission may be granted for special events. The assessment will be determined by the Board.

26. No individual or guest of a resident may sleep overnight in any public area of Clearview. This will result in an assessment of \$100 or more.

27. The age restrictions for attendees at the shows will be announced and are at the discretion of the Board.

28. Minors are not allowed to stay overnight in any unit without an adult present. 1st time offense is a warning, 2nd offense will result in a fine and a mandatory appearance before the Board.

29. Clearview Owned Golf Carts: Clearview owned golf carts may not be used for public use without specific exceptions from a Board Member.

- a. The 1st offense will be a warning.
- b. 2nd offense - \$100
- c. 3rd offense (and beyond) - \$300

30. Any staff member who has been fired by Clearview is considered persona non grata and is no longer allowed on Clearview property at any time. Anyone hosting such an individual without written Board approval will be fined.

31. Alcohol/smoking/drug restrictions

- a. Anyone found to serve alcohol or drugs to an individual under the age of 21 will result in a fine of up to \$500 per person and must appear in front of the Board. Renters violating this rule may be subject to having their lease canceled in addition to the penalty.
- b. Public intoxication with disorderly conduct will result in a fine of up to \$500 and the individual must appear before the Board.
- c. The use of any illegal drugs on Clearview property may result in a fine of up to \$500. In the event that someone is dealing illegal drugs, the Board has the right to revoke the lease associated with their unit.
- d. Smoking & Vaping are not permitted in the shul, pool area, and within 10 feet of a playground structure.
- e. The smoking or usage of legal drugs cannot be done in a public setting.

### **Owners/Rentals**

32. Any Owner renting out their unit must obtain Board approval (including weekend rentals). Rental applicants must submit an application to the Board prior to approval. Prospective renters of a unit must be approved by the Board.

- a. A copy of the current year's lease (leases are updated every year) will need to be approved for it to be finalized. It is the shareholder's responsibility to notify the Board of any rentals and use the lease form approved by the Board for the current year.
- b. Anyone staying in a unit that is not owner occupied and is not directly related to the owner is considered a renter (requiring a Board approved lease) regardless of the amount of rent (if any) being charged. However, the following exceptions may apply:
  - i. A relative of another shareholder
  - ii. Someone who is hired by the colony to perform a service
  - iii. A colony invited simcha guest where the host is seeking additional rooms
  - iv. The Board may determine an exception in specific circumstances
- c. Any violation of the lease requirements may result in a fine of up to \$500 per day.

- d. Replacement of the proprietary lease or the share certificate will only be given upon payment of a fee of \$50. Transferring of a stock certificate will result in a fee of \$350.
- e. No unit can have more than 3 approved leases per summer season.
- f. The Board has the right to terminate a lease at any time which can include misrepresentation on the application.
- g. The Board requires a minimum of 1 week to complete the application process.
- h. Renters cannot have a dog.
- i. Dues must be paid in full prior to approval.

33. Rental fees for Shareholders: A rental year is considered once the Board approves of a lease regardless of the duration of that lease (such as a week, month, full summer). The Board will only approve rental leases that at least include a weekend during the duration of the rental.

New families: Application + lease fee = \$250

Lease fee = \$100 for returning families

34. Renting your unit for consecutive years:

- a. 1st rental year: No charge
- b. 2nd consecutive rental year: \$1,000 for 100 shares, \$1,500 for 105+ shares
- c. 3rd consecutive rental year: \$1,500 for 100 shares, \$2,500 for 105+ shares
- d. 4th consecutive rental year: \$2,000 for 100 shares, \$3,500 for 105+ shares
- e. 5th consecutive rental year: \$2,500 for 100 shares, \$4,500 for 105+ shares
- f. 6th consecutive rental year: \$3,000 for 100 shares, \$5,500 for 105+ shares

If you do not rent out your bungalow at all during a given summer, your fee will go back to the 2nd consecutive year.

**Appliances**

35. No major appliance may be installed without permission from the Board. Approval will only be granted if the unit's utilities have been upgraded to accommodate the appliance. Air conditioners require a designated line. Additional rent will be charged for those appliances.

- a. Washers/Dryers should only be utilized by the occupant of the unit where it is contained.
- b. It is the resident's responsibility to inform the Bookkeeper of the presence and size of any appliances within a week of arriving at the unit. This includes any changes to existing appliances and includes all portable appliances. This infraction could result in an assessment of up to \$500. In the event that a shareholder is not forthcoming and has appliances in their unit that were not accounted for, they will be billed for previous years with penalty.
- c. The following is the current (2026) additional rent amounts for the use of such appliances:

<p><b>Window Units</b>          Air conditioners under 8,000 BTU = \$150          Air conditioners 8,000 BTU = \$175</p>	<p><b>Mini Split</b>          Each additional head = \$50          Under 8,000 BTU = \$150</p>
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Air conditioners 10,000 BTU = \$200	8,000 to 9,999 BTU = \$175
Air conditioners 12,000 BTU = \$225	10,000 to 11,999 BTU = \$200
Air conditioners 14,000 BTU = \$250	12,000 to 13,999 BTU = \$225
Air conditioners 18,000 BTU = \$275	14,000 to 17,999 BTU = \$250
Air conditioners 24,000 BTU = \$325	18,000 to 23,999 BTU = \$275
	24,000+ BTU = \$325

- Central air conditioning =\$450
- Washing machine =\$100
- Dryer =\$100
- Dishwasher =\$100
- Extra full-size refrigerator or freezer \$175
- Half Freezer\$75
- Use of Electric Cars charging stations \$175
- Electric Golf Cart (per cart)\$150

36. All units will be charged for any appliance that is installed in their unit regardless of whether it is being used, not used, or broken. This applies to AC wall units, dishwashers, 2nd freezers, and all other installed appliances. The Board/Maintenance no longer locks appliances.

**Construction/Maintenance/ Repairs**

37. Toilets and other water apparatuses in every unit and all buildings on Clearview property shall NOT be used for any purpose other than that which it was intended.

- a. DO NOT flush any floor sweepings, paper towels, napkins, wipes (even if the packaging claims it is flushable), rubbish, rags, diapers, sanitary napkins, or any articles of the like down the toilet.
- b. Any damage resulting from misuse of any water apparatuses shall be repaired at the sole expense of the owner or renter in whose unit the damage was generated, and it shall be considered additional rent. It is at the discretion of maintenance to determine which unit caused the damage. There will be a charge for maintenance workers to plunge toilets when caused by the residents' actions. This will result in an assessment of up to \$100 for the first offense and \$250 for the second offense, in addition to the cost of repair.

**38. ALL CONSTRUCTION MUST BE APPROVED BY THE BOARD WITH A SIGNED CONSTRUCTION APPLICATION, CONSTRUCTION MEMO AND IF REQUIRED A SECURITY AGREEMENT.**

- a. Any construction work done by an owner will not be covered for maintenance for the first three years following construction.
- b. Any maintenance/construction repairs or approvals must be confirmed in writing by the current Board and/or head of maintenance in order to be valid. Referencing verbal conversations will not be accepted as any sort of approval.

39. All new roofs and foundations will be the responsibility of the shareholder for TEN years following the completion and sign off from maintenance.

40. ALL modifications or renovations made to the interior of your unit must be done with Board approval and the construction document must be signed, or a fine determined by the Board will be assessed. Clearview will not be responsible to repair units that were not granted approval by the Board. Internal work may require town approval.

41. External renovations must be granted in writing by the Board with the added expectation of obtaining a legal permit to build from the Town of Thompson (should it be needed). Violation of this rule will result in a serious fine along with the removal of any construction work at the shareholder's expense.

42. Permits are expected to be up to date (non-expired) and closed out within a reasonable time frame determined by the Board.

43. Work done without approval in writing: Do not assume that any work in your unit is too small to require approval. Even repairs such as replacing a floor, replacing molding, or light handyman work must be approved by the Board or Head of Maintenance. ANY VIOLATION OF THIS RULE MAY RESULT IN A FINE AND CLEARVIEW WILL NOT BE RESPONSIBLE FOR ANY BUNGALOW REPAIRS.

44. Contractor or Handyman arrival: The Board or Head of Maintenance must be notified if you plan on a contractor or handyman visiting Clearview. This is a safety issue as it can be concerning if someone no one recognizes is roaming on grounds.

45. One must adhere to the construction memo regardless of whether they sign it.

### **Board Meetings**

46. In the event that a shareholder requests a Board meeting, if deemed necessary by the Board, The Board may choose to meet said shareholder on the Board's schedule. Please also note, with the exception of the once a year mandatory board meeting, not all requested board meetings will have all board members present. Once a year the Board will provide a venue where a shareholder can meet the Board via zoom or in-person. DO NOT expect the Board to meet immediately or expect an answer immediately.

### **Maintenance Workers**

47. The maintenance workers receive their job assignments directly from the Head of Maintenance.

- a. Workers are NOT available for personal loading or unloading or any other use without approval from the President or Head of Maintenance.
- b. No person should approach or call maintenance workers directly to have maintenance work done on their unit. If you need any work, contact the Head of Maintenance.
- c. Maintenance workers should not be approached to do private work, even on their "own time" including off season. This will result in a fine of up to \$250. If you would like private work done on your unit please speak to the Board or Head of Maintenance.
- d. Maintenance will only repair screens once a summer. In the event a screen is fixed and needs to be repaired a 2nd time, a fee of \$50 will be applied.

48. Any gross misrepresentation of facts as determined by the Board can result in a fine determined by the Board and possibly a cancellation of any approvals given.

## **NOF BAHIR**

### Membership

1. All residents and approved/permitted subtenants must join Congregation Nof Bahir and abide by all rules of Nof Bahir.
2. All Nof Bahir fees must be paid when due. Unpaid Nof Bahir debt will be assigned to Clearview with the resulting enforcement regulations.
3. Clearview will settle all Nof Bahir dues per shareholder and will then deduct that amount off of what has already been paid to Clearview. Shareholders will then be responsible to settle all remaining debt with Clearview and will no longer owe money to Nof Bahir.
4. All residents and guests agree to observe the laws of Shabbos. Violating the laws of Shabbos (determined by the religious committee and the Board) must appear before the Board and a fine may be determined.
5. The following are the rules of conduct with regard to Congregation Nof Bahir:
  - No strollers allowed in the shul during davening
  - Food should not be eaten during davening
  - Shorts and T-shirts should NOT be worn in the shul during davening on Shabbos.
  - The nusach of davening in the shul will be Ashkenaz.
6. Clearview shareholders may use the Shul premises for private affairs free of charge by obtaining prior written approval from maintenance and the Board.
  - a. This shall occur on a first come-first serve basis.

- b. The shareholder is responsible for the cleanliness of the Shul and will be charged the cost for any damage or mess left from their affair. This may incur a cleaning fee which will be determined by the Board.

7. Tables, chairs and all seforim from the shul should not be borrowed without the permission of the Religious Committee

8. Any outside caterers must be approved by both the Clearview and Nof Bahir Board .

9. No one should put out personal or privately made food on the kiddush table during the Clearview Shabbos morning kiddush or any official Clearview/Nof Bahir event without approval from a member of the board.

10. Where applicable - an owner may not use their mandatory camp fee towards a child of another owner in Clearview (this includes grandparents, uncles, aunts, cousins, etc.).

11. The pools are closed during the 9 days and fast days unless otherwise directed by the Board or Religious Committee.

12. Riding of bikes is NOT permitted on Shabbos.

All fines may be made payable to Nof Bahir as a donation.

We thank you in advance for your cooperation and adherence to these house rules. The most current version of these house rules can always be found at [clearviewbungalows.com](http://clearviewbungalows.com).

— The Clearview Board