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BHVA Condominium I

**2021 Rental Policy**

for

**Owner-Renters**

Revised December 2020

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# 1 EXECUTIVE SUMMARY

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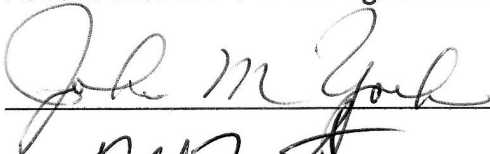

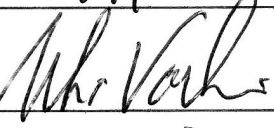
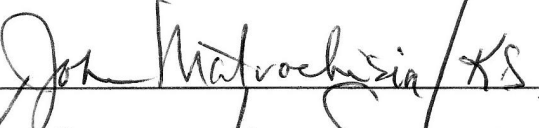

The BHVA Condo I Board of Managers commissioned a bi-partisan committee at the August 2009 annual meeting to study and prepare a recommendation for an updated and comprehensive rental policy for our association. This committee was comprised of an equal number of owner-residents and owner-renters who agreed to present an acceptable and fair policy to the Board.

The following policy represents the unified effort to prepare a fair and balanced policy which is being adopted by the BHVA Condominium I Board of Managers effective in October 2009. This new policy will be implemented over the coming year using a phased approach. A BHVA Condominium I Rental Oversight Committee has been commissioned by the Board of Managers to track the progress of the new policy and recommend changes for improvement over the implementation period. The community is requested to please provide feedback and recommendations to the Oversight Committee as the policy takes effect and is widely used. This new policy relies on the owner-renters and the community to function correctly. Therefore it is incumbent upon every resident to communicate problems immediately to owners, property managers, the Oversight Committee members and the Board of Managers in the event that the renters or rental policies create problems and do not fulfill our vision:

*To sustain and improve the "#1 lakeside retreat in the world". To provide Community residents with an enjoyable, peaceful and relaxing experience with nature and neighbors, while enhancing community lifestyle, desirability, and property appreciation*

(The BHVA Condominium Board of Managers will formally update any applicable By-laws via resolution to validate the new policy and will communicate all Association decisions to residents as they occur. Residents will be provided copies of the updated documentation.)

The following Condo I board members are in agreement with this policy.

Jack York, President		Date: <u>11/02/2009</u>
Mike Bannister, V.P.		Date: <u>11/02/2009</u>
Mike Voorheis, Sec'y		Date: <u>11/02/2009</u>
John Matrachisia, Treas.		Date: <u>11/02/2009</u>
Kathleen Scott, Mem.		Date: <u>11/02/2009</u>

## POLICY OVERVIEW

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The BHVA Condominium I Rental Policy specifies the rules and regulations for owners who rent their property for a fee to non-owners. The rental policy for these owner-renters is summarized in this section.

The new policy is intended to fulfill the following vision for our community:

*To sustain and improve the “#1 lakeside retreat in the world”. To provide Community residents with an enjoyable, peaceful and relaxing experience with nature and neighbors, while enhancing community lifestyle, desirability, and property appreciation.*

This policy is intended to address the most critical issues with the current rental policy while adhering to the umbrella rules and regulations of the greater BHVA Village, Town of South Bristol, County and NY State. We plan to work with both Condo II and Condo III Associations to find common ground and move towards a more consistent policy across all three associations. We will comply with the original BHVA Condominium I Offering Plan and Declaration on file with the State of New York.

### **Rental Program Highlights:**

- Seasonal Rental Policy: minimizes rental impact to full time summer residents
    - High Season: May 15 – September 15
      - 1-week minimum (definition = 6 days/5 nights)
    - Low Season: September 16 – May 14 (Leaf Watching, Winter Activities)
      - 3-day minimum (definition = 3 days/2 nights)
  - Occupancy Rules Changes
    - Maximum 2 guests per bedroom + 2 children  
(Example: 2 bedroom unit = maximum 4 adults + 2 children = 6 total guests)
    - Maximum 2 vehicles per unit (no trailers/RVs/golf carts)
  - Rules for Guest Profile \*
    - Families are the preferred rental guests
    - Members of organized golf events, weddings or other large parties exceeding the number of overnight guests in a single condominium are prohibited; the program is especially averse to groups that are gathered for the express purpose of “partying” (e.g. fraternity/sorority, college and high school reunions, etc.)
    - List of “Prohibited” guests will be compiled, maintained and communicated to other renter-owners and to rental agencies ensuring that previous violators will not return in the future.

\* Any rental to the prohibited groups listed in the Guest Profile Rules will constitute a major rental policy violation by owner-renters.
  - Rental Processes – self-policing and owner-renter administered processes:
    - Owner-renters will sign a Rental Participant Agreement formally enrolling in the rental program and pledging adherence to the program rules and procedures.
  - Owner-renters will provide proof of current, in effect “Landlord” Insurance stating that the condo is a rental property inclusive of the following minimum coverage:
    - \$1M Umbrella/\$300K liability policy listing the BHVA Condominium I as an “Additional Insured” or as an “Interested Party”
- OR

- \$1M Personal Liability policy listing the BHVA Condominium I as an “Additional Insured” or as an “Interested Party”
- Owner-renters will publish contact information (phone/email) in Condo I Renters Directory.
- Owner-renters will submit \$500 to a fund for restitution of violations. This amount less any fines is fully refundable upon exit from the program.
- Owner-renters and their designated agent will complete and sign a Rental Agreement Notification Form for each rental event. The Condo I Property Management Representative will receive a copy of the signed agreement via email prior to guest check-in. (includes unit #, owner name, guest names, # of guests, check-in/check-out dates.) License plate information will be completed upon guest arrival. Owner-renters agent will be responsible for obtaining signed guest agreement validating all minimum policy requirements, briefings and information has been gathered.
- Rental Agent(s) acting on behalf of owner-renters will also sign the Rental Participant Agreement and adhere to all BHVA Condo I Rental Policy rules and procedures.
- Community Rules
  - These rules are explicitly defined and captured on an easy to read placard, which must be displayed prominently within each rental unit. The renters will be briefed on these rules prior to their arrival on the premises as part of the booking process.
  - A smaller placard with highlighted intolerable behaviors will be hung from a door to the balcony and the refrigerator door.
- Incident Resolution
  - All incidents, both renter and owner, will be reported and tracked. An Incident Tracking Form will be maintained at the Property Management Office and ultimately on the community website. (See Appendix B).
  - Owner/owner-renter must be notified via email and/or telephone within 24 hours of incident by person reporting the incident
  - Person reporting incident must provide all incident details (inclusive of date, time, unit(s) involved, description of act, name/phone of complainant) via phone or email to the Property Management Representative with a copy sent to owner
  - Owner-renters are solely responsible for rental program compliance and any associated violation penalties.
  - Detailed dispute resolution process that is compliant with Condo I Declaration Article VIII Section D will be created. It will include of a Rental Oversight Committee comprising of one renter and one non-renter to hear and resolve violation incidents, prior to a formal board hearing.

## **2 RENTAL OVERSIGHT COMMITTEE**

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### **General Responsibilities**

The Rental Oversight Committee is charged to oversee the BHVA Condominium I 2021 Rental Policy in order to ensure it is consistent with the following Vision:

*To sustain and improve the “#1 lakeside retreat in the world”. To provide Community residents with an enjoyable, peaceful and relaxing experience with nature and neighbors, while enhancing community lifestyle, desirability, & property appreciation.*

The committee is authorized to review and analyze all rental activity data, adjudicate violations to policy, and provide recommendations to the Condo I Board of Managers regarding the effectiveness of the policy.

### **Oversight Committee Composition and Authority**

The Rental Oversight Committee shall be composed of two core members, one from the pool of owner-renters and one from the pool of owner-residents within the Condominium I Owners Association. In addition, two additional members at large may fill in for core members, one from the pool of owner-renters and one from the pool of owner-residents. The Rental Oversight Committee will serve a term of one year under the auspices of the BHVA Condo I Board of Managers. Resignations of committee members will necessitate replacement by the Condo I Board of Managers within a 30 day period.

Any recommendations or decisions of the Rental Oversight Committee must be unanimous. If a joint decision cannot be reached by the committee, then the contested issue will be brought before the BHVA Condo I Board of Managers with opposing viewpoints presented for a final decision. If any BHVA Condo I Association owner disputes a decision by the Rental Oversight Committee, they may appeal the decision to the BHVA Condo I Board of Managers.

The Rental Oversight Committee will have the following specific responsibilities to be carried out during their term:

### **Specific Responsibilities**

- Meet Monthly to review policy effectiveness (2021).
- Review monthly rental violations to policy and report outcome to the Condo I Board of Managers.
- Review monthly owner violations to policy and impose fines accordingly.
- Resolve agency violations to policy.
- Review e-mail from the community regarding feedback of rental policies.
- Create written policy modifications and submit to the Condominium Board of Managers for review and approval as necessary.
- Promote data gathering efforts including investigation of Web Site capabilities for information collection, archive, and retrieval.
- Conduct periodic surveys of at-large Condo I Association residents regarding the effectiveness of the Rental Policy.
- Maintain and update the Owner-Renter Contact Directory on a periodic basis.

## APPENDIX A: RENTAL POLICY FORMS

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This section contains the forms for use with the new BHVA Condominium I Rental Policy :

## BHVA CONDO I RENTAL PARTICIPANT AGREEMENT

As a Rental Agent or as a “Landlord Unit Owner” participating in the Condo 1 Rental Program, I verify I have received a copy of the Condo I Association Rules and Regulations and all provisions connected to the Condo 1 Rental Program. I have read the document and fully understand all of the provisions and will abide by all of the mandates of this program. This rental program reflects the character, lifestyle and vision of our single family residential community.

I understand that the following rental agreements are prohibited regardless of season: participants of Bristol Harbour organized golf events or wedding events. Any other large, organized meeting events are also excluded.

During the “High” season, defined as May 15<sup>th</sup> to September 15<sup>th</sup>, rental agreements will be held to a minimum of 5 night/6 day stays. In the “Low” season, defined as September 16<sup>th</sup> to May 14<sup>th</sup>, 2 night/3 day minimums are required. All rental agreements must abide by the group exclusions described above.

I have met or will meet the insurance requirements of a minimum of \$300,000 in liability coverage and a \$1M in umbrella coverage. I have provided copies of the insurance policy to the BHVA Condo I Property Management Representative. I have contributed \$500 to the Condo I violation restitution fund to address any future violations. The \$500 will be refunded if I decide to stop participating in the rental program.

I agree to provide a completed Rental Agreement Notification form, providing the following information: includes unit #, owner name, guest names, # of guests, check-in/check-out dates for *each* rental agreement. This form should be sent via email or fax to the Property Manager prior to the guest checking in. This document represents that “this contract fully complies with all of the provisions of the Rental agreement of the Condo 1 Rental Program” for each rental agreement.

I understand that, as the unit owner, I am responsible for any noncompliance actions and for all rental agreements. Failure to comply with the exclusion of groups delineated in the Rental Program will be considered a major violation against the unit owner.

I wish to participate in the Condo 1 Rental Program and will abide by all of the provisions of this Condo 1 Rental Agreement.

Unit Owner(s) print name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit Owner(s) Signature: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rental Agency Representative print name: \_\_\_\_\_

Rental Agency Representative Signature: \_\_\_\_\_



**BHVA Condo I Rental Agreement Notification Form**

Date: \_\_\_\_\_

Please check one of the following categories:

\_\_\_\_\_ Rental Agency Rental Agreement Notification  
\_\_\_\_\_ Landlord Unit Owner Rental Agreement Notification

Unit Number: \_\_\_\_\_ Unit Owner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rental Agreement Details:

Guest Check-In Date: \_\_\_\_\_  
Guest Check-Out Date: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Guest Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Plates\*: \_\_\_\_\_  
\_\_\_\_\_

*Guests have been advised a maximum of 2 cars is allowed.  
\* Information may be supplied at the time of arrival for rental cars.*

I have reviewed all of the information relative to this rental agreement and declare that it is in full compliance with the Condo I Rental Program. I take full responsibility for this rental agreement.

Unit Owner/Rental Agency Representative: (print name) \_\_\_\_\_  
\_\_\_\_\_

Unit Owner Signature(s) \_\_\_\_\_  
\_\_\_\_\_

By e-mailing this from an authorized owner-rental to the BHVA Condo I Property Manager e-mail address for rentals, I am submitting my electronic signature with this document.

**BHVA CONDO I INCIDENT REPORT FORM**

*Please call owner at time of incident. If an incident escalates, please call the Kenrick emergency line (585) 424-1540 or 911 if necessary. This form is intended to assist our community in reaching resolutions between neighbors. The data will also be used for tracking purposes and to improve our current rental program policies.*

Incident Date: \_\_\_\_\_ Incident Reported On: \_\_\_\_\_

Unit #: \_\_\_\_\_ Building: \_\_\_\_\_

Unit Owner: \_\_\_\_\_

Unit # Filing Incident: \_\_\_\_\_ Person Filing Incident: \_\_\_\_\_

Incident Details: \_\_\_\_\_

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Action / Resolution: \_\_\_\_\_

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Please be sure to send a copy of this report via email to both the Condo I On-Site Manager ([amorey@kenrickfirst.com](mailto:amorey@kenrickfirst.com)), Admin ([cwallace@kenrickfirst.com](mailto:cwallace@kenrickfirst.com)), and the Unit Owner. If you don't have access to email, please call the Property Management Company (585-424-1540) to log the details.

Sending this document from an authorized owner e-mail address constitutes a valid legal electronic signature for the purposes of this program.

## **BRISTOL HARBOUR – STATEMENT OF ENJOYMENT**

*Our vision is to sustain and improve the “#1 lakeside retreat in the world”. To provide Community residents with an enjoyable, peaceful and relaxing experience with nature and neighbors, while enhancing community lifestyle, desirability, and property appreciation.*

Thank you for choosing Bristol Harbour community; please enjoy your stay. In an effort to provide a better understanding of our community and to ensure our neighborhood remains peaceful, relaxing and the #1 lakeside resort community, please take a moment to review this document. A signed copy of this document is required to the rental owner/agent within two weeks of booking a unit.

Each condo unit at Bristol Harbour is privately owned; some owners live here all year round, while others are seasonal residents. The Bristol Harbour community has agreed to guest rentals and we would like to keep this tradition strong, long into the future. We appreciate the privilege of sharing the Bristol Harbour experience with our friends and guests and hope you do as well.

The condos are rented with the anticipation and trust that guests will use the unit as they would their own home. This expectation includes being courteous to all residents and guests, parking in only your assigned spots, protecting the unit and common areas from damage and minimizing noise which may disturb your fellow neighbor. This condo community is not meant for business meetings, large gatherings or parties. If this is your intended use, please call us immediately so we can assist you in making other arrangements.

## **BRISTOL HARBOUR ASSOCIATION RULES AND REGULATIONS**

1. The Bristol Harbour Condominium I community is a single family residential association. Members of organized golf events, weddings or other large parties exceeding the number of overnight guests in a single condominium are prohibited. People that stay at the condominiums are here to enjoy the peaceful, relaxing lifestyle of the Bristol Harbor family community, and must not be part of a large organized party event.
2. All occupants of any unit rented for a short term must be registered with the association office; failure to register will result in voided contract. If any occupant of a unit rented for a short term is found to have engaged in unacceptable behavior as defined by Condo I rental program, all occupants of that unit will be banned from short term renting in the future. This provision includes short term renters found to have engaged in unacceptable behavior in Condos 2 and 3.
3. Unit # \_\_\_ accommodates \_\_\_ adults and 2 children. Guest count must not exceed this number. The agent reserves the right to substitute a comparable unit (without prior notice) should this unit become unavailable. After 11 PM, only registered guests are allowed in the unit.
4. Quiet Time begins at 10P. Keeping voices down on balconies is appreciated; after 10P please reduce balcony conversations to a whisper and noise levels in the condos should be reduced as well. Noise violations may result in full or partial forfeiture of the security deposit.
5. Smoking is not allowed in this unit.
6. Maximum of 2 vehicles per unit on the parking deck and both vehicles must be registered with the owner/designated agent. Each condo has one assigned parking space and second vehicle should park in unassigned spaces. Vehicles must be road legal in New York and must fit into a

single parking spot. No golf carts, trailers, motor homes, etc. are allowed. Any unauthorized vehicle will be towed at the owner's expense.

7. No pets for any rental guests of less than one year. This restriction applies also to pets owned by any guest you may have visiting. Violations of this policy may result in full or partial forfeiture of the security deposit.
8. All garbage must be put in clear plastic bags before placing in garbage dumpsters located on each parking deck.
9. The feeding of raccoons or any other animal from the condo balconies is specifically prohibited.
10. Clothes, towels and other items must not be hung on either the front or back balcony railing. Equipment (fishing, swimming etc.) should not be left on the entrance/parking lot balconies.
11. No discharging of firearms. Noisemakers, mini-bikes, ATV's, motorcycles, jet skis and snowmobiles are not allowed anywhere in the Bristol Harbour community.

In addition to the above rules and regulations, good judgment in the following areas will be appreciated:

**Grilling:** Cooking with an electric grill may be a new experience so follow these tips: a) preheat for 10 minutes with the top down. b) Place meat on grill and close top. c) Cooking with the top down imparts charcoal flavor and reduces smoking. d) Place unit near face walls (Lake Balcony) of condo, **NOT** near railings.

**Owner's Closet:** In most cases the owner has either locked or chained one closet for personal effects. Please respect this privacy.

**Trailer/Motor Homes:** Boat trailers, motor homes, etc. may not be parked in the condo parking lots. Permission is required and these vehicles can only be parked in a specified area of the resort parking lot.

**Deposits:** A 50% deposit is required to secure your reservation. Visa, MasterCard, American Express and personal checks are accepted. All fees are payable in U.S. funds.

**Cancellations:** Deposits will be refunded if accommodations are rebooked, less a 10% cancellation fee. Thirty-day cancellation notice is required. Forty-eight hour cancellation of tee times is required.

**Check-in/Check-out:** Check-in is at 3:00 p.m. Check-out is at 10:00 a.m. Check-out times must be respected and adhered to! Late check-outs are subject to a charge equivalent to one night's stay.

**Security Deposits:** All units available for rent are privately owned condominiums. A minimum \$500.00 security is required for each unit.

**Maid Service:** Maid Service may be available to certain renters at an additional cost. Please contact your rental owner/ agent for further information.

**Telephones:** All telephones have a long distance block. Credit cards or phone cards can be used to make long distance calls.

*NOTE: FAILURE TO COMPLY WITH BRISTOL HARBOUR RULES AND REGULATIONS  
MAY RESULT IN:*

- A: Denial of Future Rentals
- B: Forfeiture of Security Deposit
- C: Termination of Lease Agreement
- D: Immediate Unit Eviction

I agree to follow the rules and regulations that have been provided to me and posted in rental unit.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BHVA Condominium I

Owner-Renter's

2021 Directory

***\*\*\*BHVA Condominium I Confidential\*\*\****

<b>Unit #</b>	<b>Owner-Renters</b>	<b>Email</b>	<b>Phone</b>
<b>BHVA Condominium I Board of Managers</b>			
16	Trass, Greg (President)	<u>innopac@aol.com</u>	585-230-4944
11	Diehl, Laura (VP)	<u>lauradiehl1@yahoo.com</u>	585-775-7717
42	Dewey, Lowell (Member)	<u>lstard@yahoo.com</u>	585-671-7391
43	Logan, Erica (Treasurer)	<u>erica.c.logan@gmail.com</u>	585-261-2856
50	Merrill, Cynthia (Secretary)	<u>bharbour5@aol.com</u>	585-704-9743

**Owner-Residents Participating on the Rental Policy Committee**

16	*Trass, Greg	<u>innopac@aol.com</u>	585-230-4944
49	*Taylor, Jen & Toby	<u>za65a@aol.com;</u>	954-261-6726
52	**LaSalle, Stephen	<u>sonnyboy@rochester.rr.com</u>	585-394-7624
15	*Weaver, Michael	<u>mweaver@ctgholdings.com</u>	585-330-5012

\* Members of the Rental Oversight Committee

\*\* Alternate Members of the Rental Oversight Committee

**Owner-Renters Participating in the BHVA Condo I Rental Program**

\*\*\*\*\*All enrollees in the new rental program will appear here to be contacted if a problem occurs in or around their unit.\*\*\*\*\*