

Personal Behaviors

1 All individuals who are within the Condo II property, whether it be a personal residence or a common area, are expected to behave in a manner that respects the tranquility and safety of the community. This includes owners and renters and any of their family, friends, and guests/visitors. Specific expectations are outlined below, as well as how to address situations which do not comply with these expectations and consequences for non-compliance.

2 Quiet time is from 11:00 P.M. to 8:00 A.M. No loud noises, firearms, fire crackers, noise makers, or floating Chinese lanterns are allowed. Keep television, radio, and conversation levels reasonable especially on balconies and parking garages as sound travels.

3 Smoking is prohibited everywhere in Condo II common area which includes lakeside and garage side balconies, walkways, parking decks, and stairways. If you smoke inside your unit with windows open, please be aware that the smoke is encroaching on common area property.

4 See attached Rental Policy for Condo II that details the enforcement policy for owner/renters.

5 Other? Please refer to the Condo II Rules and Regulations as your best source of things that are not allowed on Condo II property including rules on pets, construction, parking, items on balconies, etc.

6 Residents should abide by “if you see something, say something”. Complaint Forms (aka Incident Reports) are available at the site office and on the Condo 2 web-site or can be requested via e-mail from the site office. Please fill out the complaint form and return to the site office at 30 Golfside Circle, Canandaigua, NY 14424.

7 Incident Line of Progression: Although there are a number of enforcement clauses, in practice they seldom come into play, because all Owners and Tenants accept Condo II’s “Rules and Regulations” by the very act of buying or renting at Bristol Harbour.

Because most of these powers are seldom invoked, some may think this fact could be used to avoid them. To the contrary, the failure to enforce a restriction “shall in no event be considered a waiver of the right to do so thereafter...” Nevertheless, when essential for the best interest of the community, the Condo II Board and/or the Property Management Company have the right to enforce the “Rules and Regulations” hereinabove stated by invoking the provisions referenced herein below *provisions are not in any specific order, nor is Condo II restricted in the use of any provision referenced below*):

1. Forward a courtesy letter to the Owner detailing the violation and applicable Rule, along with an applicable timeframe and procedure to rectify such violation.

**If the violation hinders the Condo II in any way, the Condo II Board and/or the Property Management Company can take steps to correct the problem immediately. This includes, but is not limited to, towing vehicles from Condo II property at the homeowner's expense, removing of an item from the parking garage, balcony, or walkway, returning illegal items left at the trash rooms, etc.*

2. Forward a demand letter, US CERTIFIED MAIL RETURN RECEIPT REQUESTED to the Owner detailing the violation and applicable rule, along with a specific timeframe of not more than 7 days for rectification, upon receipt of demand letter. This demand letter will also include a request to the homeowner to appear at a hearing before the Board of Managers to address the cited violation.
3. A third letter will be forwarded to the Owner with an initial monetary fee of \$200.00 to be paid within 30 days of date of letter. If not paid within 30 days, the amount of the fine will be added to and will become a part of the assessment for the unit.
4. Levy an additional assessment up to \$25.00 per day or occurrence for each day/occurrence the violation continues and is not rectified by the owner.
5. The Property Management Company has the authority to enter the property where the affected unit is located to rectify a violation—and shall further bill all costs incurred back to the applicable Owner, which shall be added to the regular monthly assessments for the affected unit(s).
6. Place/file a lien on the property of anyone delinquent in paying Condo II charges.

Other factors and/or circumstances may be taken into consideration by the Condo II Board and/or the Property Management Company such as, the severity of the non-compliance violation(s), how often the Owner is in non-compliance with the "Rules and Regulations", what means and/or procedures were/have been taken to rectify the violation in the past (*if applicable*)...etc...