

**Condominium II**  
**Bristol Harbour Village**  
**Canandaigua, New York**

Rules and Regulations  
Revised July 22<sup>nd</sup>, 2019

This document supersedes all other previous  
Condominium 2 Rules and Regulations.

## Welcome to Bristol Harbour

As a resident or a visitor to Bristol Harbour, you have chosen to live or stay at one of the finest resort residences in the Finger Lakes area.

For many people Bristol Harbour is a permanent residence. For others it may be a summer residence, a weekend hideaway or vacation site. In either case it is important to understand that when many people live together in a community residence, your lifestyle must accommodate everyone living around you. This booklet was written to make your ownership or visit a pleasant and enjoyable experience by outlining several rules and regulations governing the residents and visitors by Condominium II. Please refer to your Bristol Harbour Village Association Offering Plan for additional rules and regulations regarding the "Umbrella" Association and amenities.

Condo II is managed by a Board of Managers composed of seven unit owners. The Board of Managers oversees the finances, maintenance, and other aspects related to keeping the property in fine condition. Meetings are open and pro-active. Please call the Site Manager for meeting dates and times. The Board of Managers is also responsible for communicating and enforcing the rules and regulations that provide for the good and safety of all residents and visitors it is important for everyone to read and abide by the rules outlined in this document.

Please remember that people are probably living above, below, and beside you. It is important for all residents and visitors to demonstrate courtesy and restraint. If you are a unit owner you are responsible for your behavior as well as the behavior of your guests. Please place this booklet where guests and visitors can become familiar with the contents.

This document highlights the most common rules for community living. For additional information about the rules and regulations of our building, consult the Offering Plan provided to you at the time of purchase. You may also call any Condo II board member or the Site Manager. The names and phone numbers are located in the Bristol Harbour Village directory.

Wishing you an enjoyable experience at Bristol Harbour

Your Condominium II Board of Managers

### 1.0 **Insurance**

- 1.1 All owners must provide proof of insurance to the Condo board office in a form similar to that of an accord Certificate. We suggest that each unit owner works with their insurance broker and provides them with a copy of the Declaration, Article VI & Bylaws Section 2 to make sure you

get the proper insurance. A copy of your insurance certificate must be provided on an annual basis to the site manager.

## 2.0 **Rental**

2.1 Please see Appendix A for Condominium II Rental rules

## 3.0 **Parking areas**

- 3.1 Each unit has been assigned one parking space identified with the owner's name and unit number. Second cars and guest cars should park in the spaces on the west wall of the parking area.
- 3.2 Unregistered cars and boats, trailers, recreation vehicles, golf carts, etc. may not be parked or stored in the parking area.
- 3.3 Summer Parking (May 15 – October 15): Units 61-90 should park on lower deck only. Units 91-116 should park on upper deck only.
- 3.4 Winter Parking (October 16 – May 14): Units 61-90 should park in their assigned space. Units 91-116 are encouraged to park on lower level. During snowstorms, vehicles parked on the upper level must be moved to the lower level to allow for snow plowing of the upper deck.
- 3.5 Winter car storage is for unit owner only: Units 61-90 should use their assigned space. For units 91-116 spaces will be assigned by the Managing Agent. A permit is required to be completed by the owner and submitted to the managing agent for approval.
- 3.6 For this purpose, cars may be covered with manufactured car covers only.
- 3.7 The waterproof permit number portion of the permit shall be attached to the vehicle cover.
- 3.8 The owner shall leave, in their unit, a set of keys for the vehicle, so that it can be moved in case of emergencies or maintenance.
- 3.9 Violators may have their car towed. Towing charges and fines will be assessed against unit owners.

- 3.10 The vehicular speed limit within the condominium grounds is 15 MILES PER HOUR.
- 3.11 Regular and/or continual use of common area electric (i.e. trickle chargers) incurs a fee. Contact the site office for details.
- 3.12 Smoking shall be prohibited in all parking areas (both top and lower decks) as well as the trash rooms in the parking garages.

#### 4.0 **Garbage**

- 4.1 Recyclable items such as newspaper, cardboard, glass, plastic and cans must be taken to the recycling center adjacent to the Recreation Center and tennis courts.
- 4.2 Household un-recyclable garbage must be placed in plastic garbage bags and tied before being discarded in the dumpster. No items other than household trash, i.e. appliances, water heaters, carpeting, mattresses, construction debris, furniture, grills, paint cans, etc. may be disposed of at Bristol Harbour. Please visit South Bristol website (<http://www.southbristol.org/transfer.php>) for information in regards for disposal of non-household trash.
- 4.3 Items shall not be stored in trash sheds without prior approval by the Management Company.

#### 5.0 **Balconies**

- 5.1 Do not hang clothing, towels, rugs, tablecloths or other items over the balcony railing. For the benefit of your neighbors, please do not shake rugs, sheets, pillowcases, etc. over the railing. The debris may end up on a neighbor's balcony. Owners are requested to vacuum, rather than sweep, the carpeting on their balconies. Owners are responsible for keeping both balconies clean, free of snow, ice and any accumulation of water.
- 5.2 Do not throw food, debris, garbage, cigarettes or any other items over the balcony railing. Cigarette butts are especially dangerous during the fall season. People are not allowed to feed raccoons or other wild animals from the balconies. Raccoons may carry rabies and feeding encourages them to frequent the area surrounding the building.

- 5.3 Potted plants are permitted on the railing of the balconies, if a Pre approved bracket is use on railing. Sample of bracket is at the site manager office. Care should be taken that such planters will not fall from the balconies. Hanging plants on balconies shall be hung so as not to pose a safety hazard to people below. The Board of Managers may at their discretion ask residents to remove any hanging plants they feel may present a danger to others. Individual homeowner will be held liable for any accidents caused by falling objects from their balcony.
- 5.4 Charcoal, gas and propane grills are not allowed. Only electric grills are permitted. Names of local businesses selling electric grills are available by calling the Site Manager's office.
- 5.5 Grills should be kept clean to prevent excess smoke from drifting into your neighbor's area.
- 5.6 Bicycles, tools, sporting, beach equipment, storage containers, etc. cannot be left on the parking lot balconies, parking deck or walkways. Common walkways must be kept clear and unobstructed.
- 5.7 Smoking shall be prohibited on both the lakeside and garage side balconies, which also includes the ramps and stairs to the units.

## 6.0 **Signs**

- 6.1 No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside of the premises or building or inside the building visible from the street.
- 6.2. No real estate signs are permitted except for the use of one standard Realtor sign during an open house from 2:00 – 4:00 p.m. on weekends.

## 7.0 **Firewood**

- 7.1 Firewood can be stacked on the entrance balconies provided it is stacked neatly on a rack above the balcony carpet.

## 8.0 **Trees**

8.1 It is the responsibility of the Board of Managers and Site Manager to maintain a regular tree trimming practice. All tree trimming will be done by a professional tree trimming company as selected by the Management Company and Board of Managers as to maintain the stability of the cliff, as well as the health and condition of the trees and shrubs that grow on the cliff, which supports the entire structure of the building. The Board of Managers identifies prudent tree trimming to include the annual cutting of all deciduous trees to a point where the tops of those trees do not extend beyond the floor level of the first floor units and limbs of those trees do not extend to the edge of the Cliffside balconies. This policy excludes all evergreens, white pines and fir trees growing on the cliff, and excluding certain trees at the discretion of the Board due to their size and location at the time this policy was approved.

## 9.0 **Noise**

9.1 In order to preserve the tranquility and safety of Condominium II, no loud noises, firearms, firecrackers, Noisemakers, or Floating Chinese Lanterns are allowed. With respect to the rights of others living around you, keep television and radio sound, as well as conversation, at a reasonable level. This includes pets making or creating a nuisance or unreasonable disturbances. A quiet time between 11:00 p.m. and 8:00 a.m. is observed at Bristol Harbour Village.

9.2 Voices and sounds from the lower parking lot and balconies can be heard by everyone nearby. Loud conversation, children playing and the racing of automobile engines may be an annoyance to others. Please use consideration when talking in these areas.

## 10.0 **Heating and Water**

10.1 To prevent water pipes from freezing in the winter, a minimum temperature of 55° Fahrenheit (13° Centigrade) must be maintained within each unit. The Management Company has the authority to enter an unoccupied unit for the purpose of determining the temperature of the unit.

10.2 Management Company has the authority to enter an unoccupied unit for the purpose of determining whether or not the water is off in the unit.

- 10.3 It is recommended that Owners replace their hot water heaters every ten years. It is required that unit owner notifies the management company the date of installation of any new water tank or the current age of your unit. Also as a reminder, it is up to the unit owner to periodically check the conditions of their plumbing fixtures, especially the hoses that go to your washing machines. After age all rubber hoses, washers, and valves have a issue with dry rot which produces leaks. Please call the site manager with any questions / recommendations or a company that could provide this for you.
- 10.4 Kerosene or liquid-fueled heaters, within or outside the unit, are not allowed. Electric heaters are permitted, Please use discretion when using portable heaters within the unit.

## 11.0 **Pets**

- 11.1 Because the nature of condominium setting, the regulation of pets are essential. Owners are required to register their pet(s) by completing the Pet Registration (form P101) with the BHVA. For more information about pets, see the Offering Plan.
- 11.2 Visitors are not allowed to bring pets to Condo II. Owners are responsible for informing guests as to this regulation. Members of the immediate family are not considered visitors.
- 11.3 All pets must be kept on a leash and under the control of the owner. Pets are not permitted to be left unattended in common areas or on balconies.
- 11.4 Pet owners are responsible for “cleaning up” after their animal. Pet “stations” are located throughout Bristol Harbour for that purpose. Owners are responsible for familiarizing themselves with the locations of the “stations”.
- 11.5 If an owner observes an infraction of the pet rules, they are encouraged to discuss the occurrence in a friendly and neighborly manner with the pet owner. If the problem is not resolved, the complaint should be directed to the Management Company.

12.0 **Community Facilities**

12.1 Each owner may invite a maximum of five outside guests to use the community facilities at any time, or make prior arrangements with the Board. Members of the immediate family are not considered guests.

12.2 Smoking shall be prohibited everywhere on the Condominium II common area property including, but not limited to, the lakeside and garage side balconies and the parking decks. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in any of the common areas. Smoking shall include carrying, burning, otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, or pipes.

13.0 **Construction, Remodeling, Alterations and Repairs**

13.1 The Management Company retains a key to each unit. Owners may not alter or change any lock without written consent of the Management Company. The Management Company is granted access to the unit for the purpose of making inspections, citing violations to the rules and regulations or correcting emergencies or conditions that threaten another unit.

13.2 Please see Appendix D for Condominium II Construction rules

14.0 **Right of First Refusal**

14.1 Each owner grants the Board of Managers the power of attorney by which the Board can acquire title or purchase a unit by the "Right of First Refusal". If the owner receives a bona fide offer for the sale of the unit, the owner is required to give notice to the Board of Managers within 15 days. The Board of Managers may choose to purchase the unit on the same terms as the owner has negotiated. All common charges must be paid in full before a unit is sold.

15.0 **Other**

15.1 Television or radio antennae, flags, banners and other decorative items are not permitted to be permanently attached to the building or balcony.



15.2 The Board of Managers reserves the right to require any unit owner to remove any object that in the opinion of the Board violates the Rules and Regulations as stated creates an unsafe condition to the structure of the building, or can be deemed detrimental or detracts from the general appearance of the building.

15.3 In the event that insects, pests, rodents or other animals posing a danger to the units are found, the Management Company has the authority to enter the unit and eliminate the cause.

16.0 **Enforcement Provisions**

16.1 Please see Appendix C for Condominium II Enforcement Policy

16.2 Please see Appendix B for Condominium II Incident Form