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BHV Condominium II

# Rental Policy

for

# Owner-Renters

Revised-December 2021

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## POLICY OVERVIEW

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The BHV Condominium II 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.

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 are in compliance with the original BHV Condominium II Offering Plan and Declaration on file with the State of New York as of June 17, 1974.

### **Rental Program Highlights:**

- Seasonal Rental Policy is designed to minimize rental impact to full time summer residents:
  - High Season: Memorial Day – Labor Day
    - 1 week minimum, with Saturday arrival and departure, and check-out time of 11am.
  - Low Season: Labor Day – Memorial Day
    - 3-day minimum (definition = 3 days/2 nights)
- Occupancy Rules
  - Maximum 2 adult guests per bedroom + 4 children  
(Example: 2 bedroom unit = maximum 4 adults + 4 children = 8 total guests)
  - Maximum 2 vehicles per unit (no trailers/RVs/golf carts) – license plate(s) must be on file with the site office
- 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:
  - No unit owner may lease or rent their home during the first 24 months of ownership as of January 1, 2010.
  - Owner-renters will sign a Rental Participant Agreement (See Appendix A page 6) 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:
  - Commercial Landlord Policy with \$1,000,000.00 liability and Condo II listed as an additional insured.
  - Owner-renters and their designated agent will complete and sign a Pre-Authorized Rental Request Form (See Appendix A page 7) for each rental event. The Condo II Property Management Representative will receive a copy of the signed agreement via email or post 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 BHV Condo II Rental Policy rules and procedures.
  - 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.
- Community Rules
    - These rules (See Appendix A pages 9-10) are explicitly defined and captured on an easy to read placard, which must be prominently displayed in the unit. The renters will be briefed on these rules prior to their arrival on the premises as part of the booking process.”

**Rental Incident Line of Progression:**

- Rental Incident Enforcement Process: Detailed dispute resolution process that is compliant with Condo II Declaration Article VII Section’s C and D. Owner-renters are solely responsible for rental program compliance and any associated violation penalties. After the filing of an incident report at any of the following 4 stages, NO remedial action will be taken until the unit owner; renter and filer are notified and presented with an opportunity to be heard by the Condo II Board of Managers. After hearing from all parties, the Condo II Board will review all options before approving remedial action. In the event an Incident is life threatening or damage to property is observed, 911 should be called immediately followed by the site administration office at (585) 424-1540. Resident manager will follow up with appropriate authorities. The Condo II Board will review all reports from incident investigation and consider eviction proceedings appropriately.
- 1) First Incident: Owner/owner-renter must be notified via email and/or telephone or in person within 24 hours of incident by the person reporting the incident or the Site Manager. All incidents, both owner and owner-renter, will be reported and tracked. An Incident Tracking Form will be maintained at the Property Management Office (See Appendix B).
  - 2) Second Incident: A certified demand letter, US CERTIFIED MAIL RETURN RECEIPT REQUESTED that indicates a further incident with this renter will result in a fine of up to \$500 to the owner and eviction of the renter, along with a specific timeframe of not more than 48 hours for rectification, upon receipt of demand letter.
  - 3) Third Incident: A certified demand letter, US CERTIFIED MAIL RETURN RECEIPT REQUESTED that indicates a one-time fine of up to \$500 shall be added to the regular monthly assessment for the affected unit owner with further incident with this renter will result in a fine of up to \$1000 to the owner and eviction of the renter, along with a specific timeframe of not more than 48 hours for rectification, upon receipt of demand letter.
  - 4) Fourth Incident: Immediate Unit Eviction of the renter and an additional fine to the owner of up to \$1000 which shall be added to the regular monthly assessment for the affected unit owner.
  - 5) If there are 2 or more cumulative incidents within a 90-day period, the BHV Condominium II reserves the right to revoke a resident’s rental privileges. The resident will not be allowed to rent the unit for a period of 12 months.

# APPENDIX A: RENTAL POLICY FORMS

## BHV CONDO II RENTAL PARTICIPANT AGREEMENT

For those who live in homeowner associations within Bristol Harbour Village it is important to understand that BHVA rules and regulations are enforced by the Bristol Harbour Board of Directors, while the sub association has the authority to enforce the more restrictive rules and regulations that specifically apply to landlords renting units in their associations. All landlords renting any unit within Bristol Harbour must acknowledge that they have read and understand the rules and regulations for landlords that govern the use of any properties owned by the Bristol Harbour village Association. All landlords must also follow the Pet Policy stated in the BHVA Rental Rules, unless the association in which you are a landlord has a more restrictive policy.

If you are a landlord in Condo II you must follow our rental policies as well as acknowledging and accepting the rental policies of Bristol Harbour Village Association as they apply to the use of Association Land and Pets.

As a Rental Agent or as a “Landlord Unit Owner” participating in the Condo II Rental Program, I verify I have received a copy of the Condo II Association Rules and Regulations and all provisions connected to the Condo II 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 Memorial Day to Labor Day, rental agreements will be held to a minimum of a 1 week stay, with Saturday arrival and departure, and a check-out time of 11 am. In the “Low” season, defined as Labor Day to Memorial Day, 2 night/3 day minimums are required. All rental agreements must abide by the group exclusions described above.

I have met the insurance requirements of a commercial landlord policy with \$1,000,000.00 liability and Condo II listed as an additional insured. I have provided copies of the insurance policy to the BHV Condo II Property Management Representative. I have contributed \$500 to the Condo II 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, post, or fax to the Site Office 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 II 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 II Rental Program and will abide by all of the provisions of this Condo II Rental Agreement.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

**Pre-Authorized Rental Request Form**  
**High Season: MINIMUM 1 WEEK STAY**  
**Low Season: MINIMUM 2 NIGHTS STAY**

Name of Unit Owner Requesting Rental: \_\_\_\_\_

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

Name of Renter: \_\_\_\_\_

Total Number in party including Children: \_\_\_\_\_

Name of Agency / Self: \_\_\_\_\_

Check In Date: \_\_\_\_\_

Check Out Date: \_\_\_\_\_

Number of Vehicles (Max 2): \_\_\_\_\_ License Plate(s): \_\_\_\_\_

**Additional Information:**

- 1) **Must have Request Form on file in office before check-in date** (Fax or e-mail info below)
- 2) Must have proper unit insurance for rentals on file in office
- 3) Must have current copy of rules and regulations available inside of unit for renters to view and understand
- 4) NO PETS for less than three months
- 5) Monitoring of renters will be done by neighbor watch

**\*IMPORTANT NOTE TO OWNERS\***

Owner of unit assumes full responsibility to comply with Condo II rules and regulations as well as all pertinent sections governing use of units regarding rentals. Owner of unit also assumes full responsibility for their elected agent to comply with all of the above. Owner agrees that failure to comply will make them subject to enforcement of and loss of rental privileges as stated in section 2.5 of your Rules and Regulations and or fines contained within the Condo II Declaration and By-Laws up to and including \$1,000 fine per occurrence to the owner.

**Signature of Owner:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

\*NOTE: This form is to be filled out by either the owner or whomever the owner has designated as its rental agent and submitted to the condo site office.

\*\*This form should be included in the unit owner's personal rental agreement if one exists.

## APPENDIX B: INCIDENT TRACKING FORM

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### BHV CONDOMINIUM II INCIDENT REPORT FORM

*Please call owner at time of incident. In the event an Incident is life threatening or damage to property is observed, 911 should be called immediately followed by the site administration office at (585) 424-1540. 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 the Condo II Site Office ([amorey@Kenrickfirst.com](mailto:amorey@Kenrickfirst.com)), Admin Assistant ([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 Monday – Friday 8:30 A.M. – 4:00 P.M. to speak with a staff member, or to leave a message with the answering service after hours and on weekends 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 ASSOCIATION RULES AND REGULATIONS**

1. The Bristol Harbour Condominium II 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 the Condo II 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 I and III.
3. Guest count must not exceed 2 adult guests per bedroom + 4 children.
4. Quiet Time begins at 10 P.M. Keeping voices down on balconies is appreciated; after 10 P.M. please reduce balcony conversations to a whisper and noise levels in the condos should be reduced as well.
5. Smoking is not allowed in any rental unit, its balconies and all garage and common areas.
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. In the winter, units on the top levels should park their cars on the lower level west side of the parking garage.
7. No pets for any rental guests of less than three months. For long term leases, pets must be registered with the BHVA site office.
8. All garbage must be put in plastic bag before placing in garbage dumpsters located on the 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 and the walkway to the unit must be kept clear and unobstructed. No items (food, debris, garbage, etc.) are to be thrown over the balcony railing.
11. No discharging of firearms, fireworks, Chinese lanterns, or any other noisemakers is allowed. The use of all ATV's, motorcycles, jet skis, snowmobiles and any other unlicensed vehicle is PROHIBITED.
12. Charcoal, gas, and propane grills are not allowed. Only electric grills are permitted.
13. To prevent water pipes from freezing in the winter, a minimum temperature of 55 Fahrenheit must be maintained within each unit.
14. The water must be turned off in the unit when unoccupied.
15. Electric heaters are permitted, but please use discretion when using portable heaters within the unit.



16. The Town of South Bristol has passed a local ordinance (Short-Term Rental Local Law #2-2020) that is in place for individuals who rent their units on a short-term basis. As this is an ordinance enacted by the Town of South Bristol, and not the Homeowner's Association, please contact the Town of South Bristol with any questions at 585.374.6341. <https://www.southbristolny.org/wp-content/uploads/2019/12/LLShortTermRental-.pdf>

If a homeowner does file and receive a permit for short term rental from the Town of South Bristol, a copy of the current permit must be sent to Kenrick Corporation. The Town of South Bristol will notify you directly when it is time for you to renew your permit. It is a homeowner's responsibility to keep the association informed.

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

- A: Denial of Future Rentals/Elimination of owner from Rental Program
- 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: \_\_\_\_\_

BHV Condominium II

Owner-Renter's

2021 Directory

***\*\*\*BHV Condominium II Confidential\*\*\****

<b>Unit #</b>	<b>Owner-Renters</b>	<b>Email</b>	<b>Phone</b>
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**BHV Condominium II Board of Managers as of August 2021**

106 Colosimo, Marcus (President)	marcus.colosimo@gmail.com	585-314-7467
112 Kim, William (Vice President)	wkim.bluesky@gmail.com	646-912-4774
71 Palvino, Nancy (Secretary)	npalvino@gmail.com	239-777-1076
104 Reed, Tim (Treasurer)	thechemman@gmail.com	978-621-1264
69 Wydra, Kathy (Member)	wydrakathy@yahoo.com	585-396-3585
101 Schultes, John (Member)	schultesjohn@gmail.com	585-202-5330
85 Bachman, Jim (Member)	bachmanjd@yahoo.com	585-393-1297

**Owner-Residents Participating in the Rental Program as of October 2021**

<b>Unit Number</b>	<b>Name(s)</b>	<b>Long or Short Term?</b>	<b>Agent/Owner #</b>
85	James and Mary Ann Bachman	Short	
115	Dorothy and Thomas Hobart Jr	Short	