

- Walls that are supported by the floor may be attached to the ceiling using powder activated fasteners.
- Holes must be at least 18 inches apart in all directions and must not be greater than ½ inch in diameter. The only exception is for powder activated fasteners that are used to attach a wall to a ceiling. In that instance the powder activated fasteners can be no less than 16 inches apart in any direction.
- The location of the holes must be marked using the Condominium 3 template and the location verified by the designated Condominium 3 Board agent PRIOR to drilling or otherwise making any holes. Board agent will verify that the proposed holes will be drilled into the hollow portions of the Spancrete plank using a stud finder.
- If these conditions are not met, permission to attach the fixture will be automatically withdrawn.
- Once an anchor has been inserted it cannot be removed or relocated without board permission. New fixtures must be attached to pre-existing anchors.
- Construction requests must show the type of fixture proposed along with its technical specifications (e.g. weight) and the explicit method of anchoring the fixture.

## **10 Rentals**

### **10.0 Rental:**

In order to rent a unit, the owner must obtain permission from the Board of Managers to allow his or her unit to be available for rental. The Board of Managers will not allow more than 14 units which is approximately 20% of all units in Condominium 3, hereafter referred to as the cap, to be available for rental, irrespective of the number of units that are actually rented at a given time". The cap can vary as the Board of Managers deems appropriate or necessary. Any owner approved to rent their unit must show a reasonable effort to rent their unit. If an owner on the approved list does not make a reasonable effort, their approval can be revoked and they would return to the waiting list, and the owner at the top of the waiting list will be offered the right to rent their unit. In addition, other conditions and requirements, as specified in the Rules and Regulations, also apply.

### **10.1 Definitions:**

**Short Term Rental:** Any unit rented for a period of 3 months or less.

**Family:** A cohabitating couple, their offspring (including spouses or significant others of offspring), grandchildren, great grandchildren, and parents. If the occupants include minor children 18 years old or under, they may be accompanied by minor friends also under the age of 20 with a maximum of 2 such friends per unit.

**Designated agent:** The designated agent for the Condo 3 board is the Site Manager.

10.2 All occupants of any unit rented for a short term must be registered with the association office. Failure to register all occupants and receiving approval of the board or its designated agent from the office will result in the contract being held void. If any occupant of a unit rented for a short term is found to have engaged in unacceptable behavior as determined by the board of Condo 3, 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 1 and 2. No contract is valid until approved by the board or its designated agent.

- 10.3 All vehicles used by occupants of short term rental units will be registered with the board or its designated agent. No more than 2 vehicles can be parked on the parking deck, provided that the renters have permission from the owner to use the designated parking spot for one of the vehicles. All 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.
- 10.4 All rentals for periods of less than one week shall be restricted to a family, as defined above. Units comprising 3 or 4 bedrooms can be rented to a maximum of 2 families with the permission of the board or its designated agent.
- 10.5 No short term rentals shall be made to wedding or golfing parties.
- 10.6 Individuals associated with the Walker golfing group shall be prohibited from any short term rental.
- 10.7 Density of occupancy of any unit shall be restricted as follows;  
In a 3 bedroom unit - 6 adults maximum  
In a 2 bedroom unit - 4 adults maximum, or 5 if a sofa bed is available  
In a studio - 2 adults maximum  
In a 1 bedroom unit - 2 adults maximum, or 3 if a sofa bed is available
- 10.8 New unit owners are allowed to rent their units on the same basis as other owners after a two-year waiting period subject to all additional restrictions including the limitation imposed by the 20% cap on rentals in Condo 3.
- 10.9 Each owner who rents his unit must carry at least \$300,000 in liability coverage, with Condominium 3, Bristol Harbour Village named as also insured. The policy must state that the unit is rental property. The policy may be referred to as "a landlord policy".
- 10.10 The owner must also carry \$1,000,000 umbrella (personal liability) policy that also specifies that the unit is rental property.
- 10.11 Copies of the policies must be on file at site office.
- 10.12 All owners of any condos that are rented or occupied by renters on or after April 1, 2009 must be in compliance with these requirements.
- 10.13 An owner / renter who is in arrears 60 days in HOA fees will not be allowed to rent until that owner is current with all their assessments and fees.