



Bristol Harbour Village Association

Rental Rules

Rev. April 4, 2025



Introduction

These Rental Rules govern all rentals within Bristol Harbour Village (BHV), a residential community near Canandaigua Lake in the Town of South Bristol, NY. BHV contains a mix of condominiums, townhouses, single-family homes, patio homes, duplexes, and unimproved lots, all subject to BHV's Declaration (2009) and the Rules and Regulations adopted by the Bristol Harbour Village Association ("BHVA"). These Rental Rules apply to those Owners within the community who lease their Units to their tenants and permitted guests. These Rules also apply to Owners of Units in the following Sub-Associations within BHV, each of which may have additional rules governing rental units within their respective communities:

- Condos 1, 2 and 3 COAs
- Andrews Way HOA
- Lakewood Trail HOA
- Lakeview (Lochcrest Circle+) HOA
- Terrace Homes COA

Owners are also responsible for complying with ordinances and regulations of the Town of South Bristol (including, without limitation, the Town of South Bristol ordinance on Short Term Rentals, ToSB Code §141) and obtaining required permits (<https://www.southbristolny.org/>).

Renting Unit Owners are bound by and responsible for all of the Rules implemented by the BHVA, as well as the Declaration and other BHV governing documents and rules, and regulations. To the extent there is a conflict with a less-restrictive rule observed by one or more Sub-Association, the BHVA governing documents and rules, and regulations control.

Rules

1. Transient Rentals.

- i. Transient Rentals are permitted only under the limited circumstances described here.
- ii. A Transient Rental is the lease of all or part of a Unit in the BHV (whether or not for compensation) for a period of less than thirty (30) days. This includes, without limitation, the following types of rental arrangements:
 - (i) All or part of a Unit is offered or advertised for rent for a period of less than 30 days; or
 - (ii) All or part of a Unit is offered for rent on an online rental marketplace (e.g. Airbnb, HomeAway, VRBO, or similar website).
- iii. Transient Renters, or persons who stay overnight in a Transient Rental, are also referred to as Tenants in these Rules, notwithstanding the number of days they book their Transient Rental.
- iv. Guests. Transient Renters are permitted to have guests at the Rental Unit, but no more than two (2) adult guests and their immediate family members at any time without the express permission of the BHVA and/or its Management Company.

2. Transient Rental Program

- i. Owners desiring to rent all or part of a Unit as a Transient Rental shall first submit an application to the BHVA Board. Applications are subject to BHVA approval.
- ii. Applications must meet the following requirements:
 - (i) Obtain a permit from the Town of South Bristol in accordance with applicable Town rules and ordinances.
 - (ii) Certify the following:
 - a. The Unit Owner has owned the Unit for a minimum of two (2) years.



- b. The Unit Owner owns only one (1) Unit in BHV that is or will be part of the Transient Rental Program.
 - c. The Unit is located in BHV Condominium Association (COA) 1, 2, or 3, and the Owner has complied with all applicable association rules for those condominium communities. Any limits on the number of Units in those communities that can be used for Transient Rentals shall apply.
- (iii) Pay the Transient Rental Administration fee charged by BHVA to administer the Program.
- iii. Rental Term. Each Transient Rental may be for a term of no less than five (5) days.
 - iv. Adherence to Rules. Unit Owners, all Transient Renters or Transient Tenants, guests, and invitees shall comply with all applicable rules, regulations, and laws.
 - v. Cap on Total Transient Units in Condos. BHVA limits the overall number of Units available for Transient Rentals in condominium buildings in BHV to 20% of the total number of condominium Units in the respective building. Sub-Associations may have more restrictive limits that apply within their respective communities.
 - vi. Waiting List. BHVA maintains a waiting list for applicants to the Transient Rental Program, for those Unit Owners who are not already a part of the Program. BHVA will review new applications in light of caps on the number of allowable Transient Units in the condominium communities, and BHVA will approve applications for the Program in the order in which the applications are received (earlier applications will receive first consideration).
 - vii. For Transient Rentals, the Unit Owner must complete and submit a Rental Notification and Vehicle Information Form to the Management Company 24 hours before the check-in date. A fee of \$50 will be billed to the Unit's BHVA account for each Transient Rental term. For rental vehicles, license plate information must be submitted no later than 11:59 PM on the day of check-in to avoid fines.
 - viii. Access Cards. For a fee of \$40, the Renting Unit Owner may obtain One (1) Limited-Permission BHV Access Card per approved Transient Rental Unit for the use of that Unit's Transient Renters. This card will permit Transient Renters to access the amenities they are authorized to use. BHVA may, in its discretion, deactivate an access card and prohibit Transient Renters from using any amenities for any violation of these Rules. Transient Renters are prohibited from using the Unit Owner's full-access card.
 - ix. Amenities. Transient Renters may not use the Beach Friday 12:00 PM (Noon) through Monday 9:00 AM, or on any of the following holidays: July 4, Memorial Day, or Labor Day. They may not use the Community Center or Fitness Center, BHVA-owned BBQs (gas grills) and firepits, or the Kayak and Paddleboard Loaner Program. Transient Renters are authorized to use the Beach Monday 9:00 AM through Friday 12:00 PM. They are authorized to use the pickleball/tennis courts, but not before 3:00 PM daily. They may use the Refuse and Recycling Center, car wash, playground, and basketball court at any time. Transient Renters and their guests shall abide by all community rules for use of such amenities. Use of golf carts is prohibited.
 - x. Pets. Transient Renters are prohibited from bringing pets to the Rental Unit.

3. Seasonal Rentals

Seasonal Rentals are a lease for a term of more than thirty (30) days but less than one year. Unit Owners shall obtain a written lease agreement for any Seasonal Rental that contains the information required in Paragraph 5(vi), below. A \$50 administration fee is charged to the Unit's BHVA account when occupancy begins. Seasonal rentals are limited to tenants making up one family or household; groups or multiple unrelated adults are not permitted to lease a single Unit within BHV.

4. Long Term Rentals

Long Term Rentals are a lease for a term of at least one (1) year or more. Unit Owners shall obtain a written lease agreement for any Long Term Rental that contains the information required in Paragraph 5(vi), below. A \$50 administration fee is charged to the Unit's BHVA account when occupancy begins. Long Term rentals are limited to tenants making up one family or household; groups or multiple unrelated adults are not permitted to lease a single Unit within BHV.



5. Requirements for All Rentals (Transient, Seasonal, and Long Term Rentals):

In addition to other rules that may apply, Unit Owners must adhere to the following requirements for any type of rental/lease:

- i. The signatory or individual responsible for the rental, who must also be an occupant, must be at least 25 years of age.
- ii. The Unit Owner's BHVA Account must not be in arrears for any assessments, dues, expenses, or other charges associated with their BHVA Membership.
- iii. Unit Owners must submit all required forms, including BHVA's Rental Application and Acknowledgement of Rules; Rental Notification/Vehicle Information; and Hold Harmless forms.
- iv. Submit an executed lease agreement for all Seasonal and Long Term Rentals prior to occupancy.
- v. Unit Owners, all Tenants, guests, and invitees, shall comply with all applicable rules, regulations, and laws.
- vi. All written leases must contain the following terms:
"Tenants and guests acknowledge that they have been made aware of all the applicable rules governing their activities in Bristol Harbour Village, including, without limitation, any applicable condominium or Sub-Association Rules, BHVA Rules and Regulations governing use of BHVA amenities and common property, and BHVA Rental Rules. Tenants and guests agree to abide by all such rules."
- vii. Submit Insurance Certificates required by BHVA.
- viii. Subletting is not permitted without the express approval of the BHVA.
- ix. Renew or recertify and submit all required information and/or forms to BHVA annually.
- x. Complete and submit Rental Notification and Vehicle Information Forms to the Management Company with the Rental application. Forms shall be updated and submitted promptly to reflect any change in information.

6. Modifications to these Rules.

BHVA reserves the right in its discretion to modify or amend these Rules at any time. Unit Owners are required to acknowledge such modifications or amendments. Failure to submit an executed Acknowledgement of Rental Rules may result in the suspension or revocation of rental privileges and/or fines.

7. Unit Owners Are Responsible for Their Tenants.

Each Unit Owner is responsible for their Tenant's and guests' compliance with BHVA rules and regulations, including without limitation these Rules. BHVA may impose fines for non-compliance, suspend or revoke rental privileges, initiate any legal action necessary to enforce these rules and all rights, and may prohibit Unit Owners and Tenants, and guests from using any BHVA property, common elements, amenities, and all roads within the BHV. For Seasonal and Long Term Rentals, BHVA requires leases to be provided to and reviewed by BHVA before occupancy.

8. Effect of Sale or Transfer of Property.

Units will be removed from the Program if a Unit Owner sells or transfers their interest in the Unit.

9. Consequences for Violations of BHVA Rules.

In addition to any other action in these Rules, BHVA may impose assessments and fines for any violation of these Rules by any Unit Owner, a Tenant, and/or guest. BHVA may, in its discretion, also remove any Unit from the Rental Program, refuse approval of any application or renewal of any application, or refuse to approve any lease for any Unit Owner who violates these Rules or whose Tenant or Tenants and their guests violate these Rules on one or more occasions. BHVA reserves the right also to initiate any legal action necessary to enforce these rules and all other rights.

10. Rental Incident and Violation Enforcement.

A Form is provided for members of the BHV community to report incidents involving Unit Owners, Tenants and Guests. Unit Owners will be notified of any incidents involving their Rental Units; they are responsible for curing any violation within five (5) days of notice, unless a longer period is provided by the BHVA. Inquiries about notices of incidents or



violations may be made in writing to the BHVA. Incidents requiring immediate attention (e.g. parties, excess noise, reckless driving, improper parking, improper use of amenities, and similar kinds of violations) must be cured promptly.

11. Prohibited Activities. In addition to any other rules that may apply, Unit Owners, tenants, and guests are on notice that the following activities are strictly prohibited:

- Fighting
- Trespassing
- Illegal activities
- Reckless driving
- Excessive noise
- Parties
- Harassment of BHVA board members, community staff or volunteers, Management Company employees, or other BHV residents or guests
- Damage or misuse of BHVA property
- Use of firearms or weapons of any kind, hunting, paintball, fireworks, noisemakers, off-road or unlicensed vehicles
- Disrespect of or failing to follow the directions of the BHVA Board Members, Staff, or Management Company employees or contractors

12. Miscellaneous.

- i. **Notice of Rules.** Unit Owners are responsible for giving notice of these Rules to their Tenants and enforcing compliance with these Rules. At a minimum, all rental terms shall include a provision that Tenant has been made aware of and agrees to comply with these and all other Rules and Regulations of the BHVA. (See Paragraph 5(vi) above.)
- ii. **Rental Agents.** BHVA does not take responsibility for any statements or representations made by real estate agents. These Rules apply regardless of any representations made by third parties.
- iii. **Responsible Party.** Unit Owners shall designate an individual responsible for communicating with BHVA and/or the Management Company about their Rentals. Responsible individuals are required to respond promptly to communications about their Rental Units. Neither BHVA nor its Management Company is responsible for assisting Tenants or their guests, except as to emergency situations where 911 should also be called.
- iv. **Parties / Partying Prohibited.** BHVA does not permit the renting or leasing of Units for any term to for the purpose of parties / partying.
- v. **Limit of One Unit for Rent.** Unit Owners may be approved to rent only one Unit at a time. For purposes of this Rule, Unit Owners who are affiliated with another Unit Owner through ownership in a corporation or LLC or other entity, or by marriage or other familial relationship, are counted as one Unit Owner. This Rule does not apply to Unit Owners possessing more than one Rental Unit approved prior to the effective date of these Rules ("Legacy Unit Owners"). Legacy Unit Owners may not submit any new application for a new Unit while they own other Units in the Program, and the exception does not transfer on the sale of a Unit in the Program.
- vi. **Termination of Rentals or Leases.** In the event of serious, multiple, or continuous violations of these Rules, BHVA may require the Unit Owner to notify the Tenant and/or guests of the immediate termination of the rental or lease and may impose such assessments and fines as the BHVA deems appropriate under the circumstances, in addition to any other legal action deemed necessary.
- vii. **Schedule of Fees, Fines and Assessments.** This Schedule, appended to these Rules, indicates typical Fees, Fines and Assessments to be expected while participating in the Rental Program.

13. Insurance Requirements

Unit Owners renting their Units must obtain and maintain insurance and submit Certificates of Insurance for their Rental Unit to the Management Company with the following minimum coverages:



- i. Landlord Package Liability Insurance with minimum combined single limits of FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, and personal injury (including coverage for contractual and employee acts). The policy shall contain a severability of interests provision.
- ii. Umbrella Insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- iii. A recommendation to Seasonal and Long Term Renters to purchase their own Renter's insurance with a minimum of \$300,000 liability coverage.
- iv. BHVA and the Neighborhood Sub-Association, if applicable, shall be added as additional insureds on these policies, and certified copies of these policies with endorsements shall be submitted to the Management Company.

14. Additional Community Rules.

- i. **Quiet Time.** Quiet Time spans 10:00 PM to 8:00 AM daily. Tenants and guests are required to observe these hours and avoid any excess noise or loud activities.
- ii. **Garbage/Recycling.** Tenants and guests are required to follow the garbage and recycling rules observed within the community.
- iii. **Storage of Items or Clothes Drying.** Clothes, towels, and other items must not be hung on either front or back balcony railings. Equipment (fishing, swimming, etc.) must not be left on the entrance/parking lot balconies (Condos) or within view of the street (other types of Units).
- iv. **Vehicles and Parking.** All vehicles must be registered on a Vehicle Information Form. Unregistered, commercial, or oversized vehicles, campers, trailers, or boats are not permitted. Parking outside of permitted spaces or driveways, or street parking is prohibited. There is no overflow parking available for Renters at the Community Center.
- v. **Smoking.** BHVA prohibits smoking in common areas.



SCHEDULE OF FEES, FINES, AND ASSESSMENTS

1. Transient Rental Program Application Fee

A fee equal to Fifty Percent (50%) of the ToSB STR Permit fee will be billed to the Unit's BHVA account for each application or renewal application for a Unit in the BHVA Transient Rental Program.

2. Transient Rental Program Per Term Fee

A fee of \$50 will be billed to the Unit's BHVA account for each Transient Rental term.

3. Schedule of Fines

Typically, BHVA will follow this schedule for fines and assessments for violations of the Rules. These fines are in addition to and not in lieu of other penalties or actions that the BHVA may take in its discretion according to these Rules. BHVA reserves all rights to pursue other legal or equitable remedies available for violation of these and its other rules. It is subject to change or modification at the discretion of BHVA. This list is not exhaustive; BHVA is not limited to imposing only the remedies listed here.

| Violation | 1 st Offense | 2 nd Offense | 3 rd Offense | 4 th Offense |
|---|--|-------------------------|-------------------------|--|
| Renting, Leasing, or Subleasing, without BHVA approval, or noncompliance with any ToSB Code(s), or Renting for Partying | Daily fine of \$250 until the violation is cured | | | |
| Seasonal or Long Term renting to groups or multiple unrelated adults at one time | Daily fine of \$250 until the violation is cured | | | |
| Renting without the required Insurance | \$1,000 Fine for every month of non-compliance | | | |
| Renters damaging Amenities or Owners failing to evict Renters when demanded by BHVA (in addition to the cost of damage to the property) | \$250 | \$500 | \$1,000 | Removal from the rental program |
| Parking Rules, Prohibited Vehicles, or Number of Vehicles Violation | Daily fine of \$50 per day per vehicle in addition to any COA penalty incurred | | | |
| Unresolved or Frequent Incident Reports, or Inability to Contact Renting Unit Owner 24/7 | \$100 | \$300 | \$500 | \$1,000 and suspension of the violating Unit from the Rental Program for up to Sixty (60) days |
| Transient Renters hosting guests not named on the Rental Notification Form or Number of Guests Violation | Warning Letter | \$200 | \$300 | \$500 and suspension of the violating Unit from the Rental Program for up to Thirty (30) days |
| Failure to submit any Required Form(s) | Warning Letter | \$100 | \$200 | \$300 |
| Incomplete or Late Form(s), Late Submission of Vehicle Info, Misuse of Amenities, Misuse of Access Card | Warning Letter | \$100 | \$150 | \$200 |



TRANSIENT RENTAL PROGRAM APPLICATION and ACKNOWLEDGEMENT of RENTAL RULES

Renting Unit Owner's Name _____

BHV Rental Unit Address _____

Owner's Permanent Address _____

Owner's 24/7 Phone _____

Owner's Email Address _____

Responsible Individual's 24/7 Phone _____

ToSB STR Permit # (if applicable): Expiry Date: _____ # of Parking Spaces: _____
 # of Bedrooms: _____ # of Sofa/Day Beds: _____ Max Occupancy: _____

I, _____, am the Unit Owner of the BHV property listed above and certify that:

- 1) I have read, understand, and will comply with all BHVA and Sub-Association (if applicable) Rules and Restrictions as well as these BHVA Rental Rules ("Rules"). I understand the following list of affirmations does not eliminate any aforementioned Rules or Restrictions if they are not explicitly listed below.
- 2) I have owned the Unit for a minimum of Two (2) years, my BHVA Account for this Unit is current, and I have executed and delivered the Hold Harmless Agreement.
- 3) I have provided current Certificates of Insurance for this Rental Unit to the Management Company as specified in these Rules, and I will maintain said insurance in force at all times.
- 4) I have read and understand the schedule of fees, fines, and assessments.
- 5) I agree to submit a Rental Notification Form for each Rental term to the Management Company listing the names of all occupants and that the signatory or individual responsible for the rental, who must also be an occupant, must be at least 25 years of age.
- 6) I agree to submit a complete, up-to-date Vehicle Information Form at least 24 hours prior to the date of check-in, and that the total number, type, and parking of vehicles brought in by my Renters complies with these Rules. For rental vehicles, I shall submit license plate information no later than 11:59 PM on the day of check-in.
- 7) I or my Responsible Individual shall be available for contact on a 24/7 basis while Renters occupy my Rental Unit(s), and I will respond promptly to all contacts with BHVA or Management Company representatives. I understand and agree that neither BHVA nor the Management Company is responsible for assisting my Tenants or their guests.
- 8) I agree to prominently post the BHVA Rental Policy and the BHVA Rules and Regulations documents in my Rental Unit and include appropriate terms in my rental or leasing materials that require all tenants and guests to adhere to the Rules.
- 9) I acknowledge that I am the responsible party and am responsible for my tenants' and guests' compliance with the Rules.
- 10) I acknowledge that in the event I or my tenants or guests are a party to a lawsuit involving my Unit(s), I agree to defend and indemnify BHVA for any claims, charges or liabilities, and I am responsible for reimbursing the BHVA's attorney's fees, costs, and expenses related to any suit.

Renting Unit Owner's Signature: _____ Date: _____



INCIDENT REPORT FORM

Incident Date & Time _____

Address _____

Renting Unit Owner's Name _____

Name of Person Filing Incident _____

Incident Details _____

Police Report Number (if applicable): _____

Please note: Owners reporting violations may also wish to file a complaint with the Town of South Bristol (585-374-6341) or southbristolny.org and/or call 911.



RENTAL NOTIFICATION FORM

Renting Unit Owner's Name: _____

BHVA Rental Address: _____

Renting Unit Owner's Email: _____

Rental Agency (if applicable): _____

Check-in Date: _____ Check-out Date: _____ # of Occupants: _____

Names of All Occupants: _____

VEHICLE INFORMATION FORM

| | Vehicle 1 | Vehicle 2 |
|--|-----------|-----------|
| Plate Number, State | | |
| Make | | |
| Model | | |
| Color | | |
| Year | | |
| Rental (Yes/No) | | |
| Vehicle Registrant or Renter's Name | | |
| | | |

Renting Unit Owners shall complete and email these Forms for each rental term **24 hours before the check-in date** to Ashley Christoff at achristoff@kenrickfirst.com. If Renter(s) will be utilizing rental vehicles, please put "TBD" in the plate number field(s), promptly update the Vehicle Information Form, and email to achristoff@kenrickfirst.com **no later than 11:59 PM on the check-in date to avoid fines.**

Renting Unit Owner Signature _____ Date _____



BHV RENTING UNIT OWNER'S HOLD HARMLESS AGREEMENT

WHEREAS, Bristol Harbour Village Association, Inc. ("BHVA") is the governing Master Association for the community of Bristol Harbour Village, and is located at 30 Golfside Cir., Canandaigua, NY 14424;

WHEREAS, _____ ("Sub-Association")¹, is an additional governing Association for the Renting Unit Owner's rental Unit;

WHEREAS, _____ ("Renting Unit Owner"), is renting or desires to rent their owned Unit or Units located within the Bristol Harbour Village ("BHV") community;

WHEREAS, Renting Unit Owner acknowledges that rental activity within BHV is subject to BHVA and Sub-Association rules and regulations, promulgated from time to time for the benefit of all the members of BHVA and Sub-Association;

WHEREAS, Renting Unit Owner acknowledges and agrees to the following terms for rental activity of their owned Unit located within BHV, in addition to all BHVA and Sub-Association Restrictions, Rules, and Regulations.

NOW THEREFORE, it is hereby agreed as follows:

1. **Licenses and Insurance.** Renting Unit Owner represents and agrees that it shall obtain and maintain sufficient liability insurance and, if required by applicable law, workers' compensation insurance, if required, for its business, with at least the following minimum coverage:
 - (i) Landlord Package Liability insurance with minimum combined single limits of FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, and personal injury (including coverage for contractual and employee acts). The policy shall contain a severability of interests provision.
 - (ii) Umbrella insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
 - (iii) BHVA and Sub-Association (if applicable) SHALL be added as an additional insured on all policies referenced above. BHVA and Sub-Association reserve the right to request and receive a certified copy of any policy and any endorsement thereto.
2. **Protection of Persons and Property; Indemnification.** The Renting Unit Owner will inform and supervise their renters to ensure they comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Renting Unit Owner is responsible to BHVA and Sub-Association for any damage caused by their renters, invitees, family members, or guests to any BHVA property, Sub-Association property, or any private property within the BHV. Renting Unit Owner shall be responsible for and shall indemnify, defend, and hold harmless BHVA, Sub-Association and BHV for any expenses, damages, claims, losses, liabilities, or charges, including without limitation any attorney's fees, incurred by BHVA, Sub-Association or BHV, caused by or resulting from any action or omission of Renting Unit Owner, any employee, agent, or any representative thereof.
3. **Miscellaneous.** No action on the part of BHVA or Sub-Association will be construed as a waiver of any of the terms hereof or any of its rules and regulations or governing documents. This agreement is subject to the laws of the state of New York, and any action to enforce it shall be brought in a court of proper jurisdiction in Ontario County, New York. This agreement is not assignable without prior written approval of the BHVA and Sub-Association. The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law. This agreement may not be modified except for a writing signed by the parties. If any provision hereof is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions, and such

¹ If the Neighborhood of the Unit to be rented is not under the governance of a Sub-Association, "Sub-Association" is n/a.



remaining provisions shall be fully severable. Notices shall be effective if sent to the Renting Unit Owner's address, listed below, by certified mail. Renting Unit Owner HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY for any proceeding involving its rental activities in BHV or against BHVA or BHV concerning or relating to this Agreement.

WHEREFORE, the parties, for valuable consideration, agree to be bound by the foregoing terms and conditions, and hereby execute this Agreement:

Renting Unit Owner's Signature and Date

BHVA Board Representative Signature and Date

Renting Unit Owner's Printed Name

BHVA Board Representative Printed Name

Renting Unit Owner's Primary Address

²Sub-Association Board Representative Signature and Date

Renting Unit Owner's Email

Sub-Association Board Representative Printed Name

² If the Neighborhood of the Unit to be rented is not under the governance of a Sub-Association, "Sub-Association" is n/a.