

**RULES OF THE ARCHITECTURAL COMMITTEE  
OF THE  
BRISTOL VIEW HOMEOWNERS ASSOCIATION, INC.**

**Revised 09/11/17**

Pursuant to Section 7.08 of the Declaration of Protective Covenants Conditions, Restrictions, Easements, Charges and Liens ("Declaration") of the Bristol View Homeowners Association, Inc., ("Association") the following Rules have been adopted by the Architectural Committee.

These rules and restrictions are in addition to those defined in the Declaration.

1. Exterior Improvement Rules

All plans for changes/improvements to any exterior architecture, structure or appearance of a Terrace Home ("Home") or Association Property ("Property") around the home must be submitted for approval to the Association's Board of Directors ("Board of Directors") by the Lot Owner ("Owner") on the Association's Exterior Improvement Agreement form.

Remember that whatever changes you make may impact one or more of your neighbor's views. Be considerate of your neighbors in planning such changes- The Board of Directors strongly recommends that Owners review any such plans for areas which will be visible to their neighbors with the affected neighbors before submitting them for approval.

All of the stipulations, rules and regulations included in the Exterior Improvement Agreement form at the time an Exterior Improvement Agreement is approved by the Association shall constitute and be enforced as Rules of the Architectural Committee. Owners are advised to read and understand those documents before proceeding with any Exterior Improvement Agreement request.

- A. All improvements shall be made at the sole cost, expense and risk of the Owner and the Association shall not be responsible for any loss or damage to any improvement in the altered area.
- B. No improvement shall materially alter the existing topography of the Property and the surrounding areas or adversely impact the existing drainage in and about the area to be improved. The Owner is responsible for assuring that no such effect upon the Property's topography or drainage occurs.
- C. Any area damaged or disturbed by the construction of the proposed improvement shall be promptly restored to the condition it was in prior to the construction at the sole cost and expense of the Owner making the improvement.
- D. Should an Owner wish to remove any improvement, the Owner shall submit an Exterior Improvement Agreement form requesting permission to remove the improvement. If approved, the Owner shall properly dispose of all materials and return the area to its original condition as a grassed area, all at the Owner's sole cost and expense.
- E. If, after completion, an approved improvement must be disturbed to allow maintenance of any Association, Town or other community facility or service, the Association shall not be responsible for any damage done to such improvement, nor shall the Association be required to return the improvement to its condition before the required maintenance.
- F. No Owner shall alter or change the exterior of a Home in any way without prior written consent of the Association.

The exterior of all Homes, including trim and doors, shall be repainted using only Association approved paint and stain colors. Decks and porches are to be stained with either the approved siding or trim colors or transparent stain or wood preservative. Redwood and other stains are not to be used. The Board of Directors strongly encourages Owners to submit an Exterior Improvement Agreement form before repainting their Home or having it painted, so they can be apprised of the approved paint, stain and trim colors.

Replacement of exterior lamps, siding, windows, garage doors and roofing material must also comply with the standard materials specified by the Association.

Failure to use the approved colors and/or materials may result in the Owner being required to repaint or replace the materials using the approved colors and/or materials. A list of the approved colors, materials and recommended sources is also available on the community website at [www.bristolview.org](http://www.bristolview.org) or from the Property Manager by email.

- G. All plans requesting approval to add decks and/or porches to Homes, except in cases where there are windows larger than standard basement windows beneath the deck or porch, shall include enclosure of the area under the deck/porch to (i) prevent wildlife from sleeping under the structure and (ii) to avoid the area from becoming unsightly as viewed from other Homes. Acceptable enclosing materials may be simple fiberglass, plastic or wood lattice or more elaborate construction materials. Such enclosure shall be painted or stained to match the trim or the siding of the Home.

## 2. Landscaping Standards

- A. The Association places priority on the appearance of front and side garden Areas that are visible from the street. Dead, badly-damaged or overgrown plantings installed by the original builder or the Association will be replaced. When, in the sole judgment of the Board of Directors, such removal or replacement is deemed appropriate. Dead or damaged owner-installed plantings in areas visible from the street will be removed but not replaced by the Association.

- B. Areas not visible from the street (or which, while visible from the street, are clearly "backyard" areas), are maintained by the Association at a lower level. In these areas, the grass is mowed, fertilized and treated with pesticide as needed. Foundation beds, around the rear of the home only, will be weed whacked in the same manner as garden beds visible from the street, but they will not be mulched or maintained in any other way.

The edge of the Limited Development District (LDD, also referred to as "forever wild") areas will be maintained in a manner to avoid encroachment into grassed areas and to remove trees or limbs which represent a danger of damage to a Home.

Owners are not allowed to expand backyards into, alter, or clear the LDD or forever wild areas without the approval of the Association. These forever wild areas were part of the Town approval for the community and must be left as is.

- C. Owners are responsible for maintaining all improved area(s) around their Home but not visible from the street, whether they were installed by the current Owner or a previous Owner, to assure that they are not unsightly to their neighbors and do not block neighbor's views. If, in the sole judgment of the Association, an Owner fails to adequately maintain such improved area, or to remove said improvement at the Owner's sole cost and expense as defined in 1 D above, the Association may maintain the area and charge the maintenance cost to the Owner as per Declaration Article VI, Section 6.02.

- E. Fruit and vegetable plants are not allowed in areas visible from the street, but, upon approval by the Association, a limited number of vegetable plants may be placed in the rear of a Home only in locations not visible from neighboring homes. The Association suggests planting such vegetables in pots.

- F. Owners shall not add plantings to berms or eyebrows without Association approval. The Association strives to maintain a consistent look throughout the community.

- G. The Association will mow existing lawn areas only - no further. Where the landscaping crew deems it unsafe, mowing will be discontinued.

Grassed areas are generally mowed weekly during the growing season. At certain times of the year depending upon the weather and the judgment of the Board of Directors, mowing may occur more or less frequently.

Owners who, because of sprinkler systems or applying extra fertilizer, require mowing more than once a week, should contact the Association's ~~own~~ landscaping contractor to arrange for extra mowing at the Owner's cost or mow it themselves.

- H. If, for the convenience of the Owner, the Association approves moving an Association planting, that item becomes the property of the Owner. The Association will not replace such plantings if they die.

- I. Per the Declaration, Article X, Section 10.02, an Owner may, by submit an Exterior Improvement Agreement form, request permission to install an underground pet containment system. Owners who install such underground pet containment systems shall:
- a. remove all flags or other visible markings associated with installation and training within 30 days after installation.
  - b. not allow any animal upon any Association Property unattended.
  - c. promptly remove and properly dispose of all pet generated waste
  - d. repair all damage to Association Property or other Owner's Property caused by the owner's pet(s)
  - e. not permit the pet(s) to be a nuisance or threat to Association members, their guests and invitees.
  - f. accept full responsibility for any and all repair and maintenance of the underground system regardless of what party causes any damage to it. The Association shall not be responsible for any damage to the underground system.

3. Requests for Removal of Association Trees

The Board of Directors has contracted on an annual basis with a professional tree service firm to assess the condition of all trees for which the Association is responsible and recommend to the Board of Directors which trees need to be treated, trimmed or removed during the following year. Based upon this annual analysis, the Board of Directors shall make a decision, within Association budget constraints, on which tree treatments, trimmings, removals and replacements will be done at Association's expense during the following year.

If an individual Owner requests removal of tree(s) for which the Association is responsible, and which the Association does not plan to remove during the following year, the requesting Owner shall complete and submit for approval by the Board of Directors, an Exterior Improvement Agreement form with the following additional conditions:

- A. If, in the opinion of the adjacent Home Owner or the Board of Directors, removal of the tree(s) will impact the privacy of the adjacent Home Owner, the Exterior Improvement Agreement form must be accompanied by a written and signed statement from the impacted adjacent Owner concurring with both the removal and the replacement plantings.
- B. The requesting Owner shall agree in writing to assume all costs for the removal of the Association tree(s) and stump(s) and for the plantings which will replace the removed tree(s).
- C. The Exterior Improvement Agreement form shall include detailed plans for the plantings which will replace the removed tree(s). Such replacement plantings shall be installed by the requesting Owner within 60 days of the date the tree(s) were removed.

4. Garage, Moving and Estate Sales

- A. Owners are not permitted to hold household sales of any kind, including what are commonly referred to as "garage sales", except as defined in this rule due to the limited amount of space for parking, the narrowness of community streets, the lack of sidewalks to protect walkers, and the need to assure accessibility to all properties by emergency equipment.
- B. Owners who, after completion of a signed agreement for sale for their Property, need to dispose of household items may request permission of the Association to hold a single "moving/estate sale" not to exceed two consecutive days at their Home. The sale on each of the two days shall not begin before 9AM and shall end by 5PM. All items for sale must remain in the Home or in its garage during the sale. No items are to be placed in any common areas such as the driveway or grassed areas.

Permission for such "moving/estate sale" may be granted by the Association only if there are no outstanding amounts due to the Association and after confirmation in writing by the Owner of their commitment to abide by all provisions of this rule.

- C. Parking on common areas of the Property is not permitted. No vehicles shall be allowed to block any driveway or mailbox. Parking shall be limited to one side of the street. Any resulting damage to any common areas which was, in the sole judgment of the Association, caused by the sale shall be repaired by the Association and the cost billed to the Owner holding the sale who shall reimburse the Association within 15 days of receipt of the bill. Such amount, if not paid within 15 days will become a lien in the same manner as maintenance assessments.
- D. A single sign not to exceed 24 inches by 18 inches shall be permitted on public property on Woodcliff Drive at the entrance to the community which is closest to the sale site. A second sign not to exceed 24 inches by 18 inches shall be permitted at the corner of Bristol View Drive and Spruce Ridge only if the moving sale is to take place at a home on Spruce Ridge.  
  
To assure access for emergency vehicles, it is the responsibility of the Owner to install a minimum of at least 5 signs indicating "No Parking On This Side of Street" along one side of the street in the area of the sale. It is also the responsibility of the Owner to enforce this parking restriction during all sale hours.  
  
All such signs may be placed only on the days of the moving sale and must be in place no earlier than 8AM on each day of the sale and be removed each day of the sale by 6:00PM.
- E. To request permission to hold such a sale, Owners should address a simple letter to the Bristol View Homeowners Association President, with a copy to the Property Manager, stating the dates on which the Owner wishes to hold the sale and committing to abide by all of the above rules at least 15 days prior to the requested sale dates.

#### 5. Emergency Generators

An emergency generator may be installed adjacent to the Owner's Home only under the following conditions:

- A. All plans for installation of an emergency generator must be submitted for approval to the Association's Board of Directors by the Owner on the Association's Exterior Improvement Agreement form prior to installation. The request for approval must include the Manufacturer's specifications of the proposed unit; including dimensions, certified sound ratings, and manufacturer's installation instructions.
- B. The generator must be permanent (not portable).
- C. The generator must be powered by natural gas. Gasoline powered generators are not allowed for permanent installation due to town regulations and fuel storage limitations.
- D. The generator must be located at the rear of the Home and set level on a suitable foundation.
- E. Minimum clearances between the generator and the Home must be in accordance with the Manufacturers Installation Instructions and Town codes (currently five (5) feet).
- F. The external Customer Connection Electric Panel must be mounted on the Home's masonry foundation wall, not on the Home's siding. If foundation wall mounting is not practical, a neat hole the size of the panel may be cut into the siding and the panel mounted on a piece of  $\frac{3}{4}$  inch exterior plywood inserted into the hole and properly flashed to the Home's surfaces.
- G. Gas piping and electrical conduits must be buried; not run exposed on the Home walls, or above grade.
- H. The maximum noise rating of the generator at full load must not exceed 72 DBA at 7 meters (23 feet) from the generator. (This is the noise level of a typical air conditioning condensing unit.)
- I. A licensed Electrician must install the electrical wiring, and an independent Electrical Inspector must approve the installation.
- J. A licensed (where required) Plumber must install the gas piping, and the completed installation must be approved by the gas utility Company.

- K. The installation must be in accordance with all Town Building Codes & Ordinances. Satisfaction of Town inspections and codes is the Owners responsibility and must be documented to the Association upon completion by the contractor or Owner.
- L. The equipment must not be run with excessive exercise/charging time periods disturbing neighbors -- not more than 15-20 minutes per week.
- M. Sound enclosures must remain in place and be maintained in good repair.
- N. Spark arresting mufflers must be used, and models with ground or near ground discharge should be an alert to Owners of the potential of fires starting with leaves or grass around the unit and nearby wooded areas, affecting other Homes.
- O. An Emergency generator shall not be used on any permanent basis to avoid use of local utility energy. It must remain as an emergency back-up for times of public utility failure.
- P. All maintenance of the emergency generator is the Owner's sole responsibility.

6. Rental and/or Lease of Terrace Homes

The following rules shall be enforced for any and all rentals and/or leases of any Terrace Home ("Home") in the Bristol View Homeowners Association community.

- A. Any proposed Rental and/or Lease Contract for rental or lease of any Home must be submitted by the Lot Owner ("Owner") for review and approval by the Association's Board of Directors at least 30 days prior to any planned occupancy of the Home by tenant(s).
- B. The Owner of the Home shall provide to the Board of Directors evidence of insurance which fully protects the Association from any liability resulting from any action or activity of the tenant.
- C. The terms of the rental or lease contract shall include a statement committing the tenant to fully comply with all rules and regulations of the Association.
- D. No such rental or lease contract shall be for a term of less than one year unless specifically approved in advance by the Board of Directors.
- E. Given the configurations and the size of the Homes in the community, no rental or lease shall be approved by the Board of Directors for a tenant group of more than five (5) related persons or nor more than two (2) unrelated persons of any age.
- F. No tenant shall occupy any part of the Home prior to approval of the rental or lease contract by the Board of Directors.
- G. The tenant shall have no right to make changes of any kind to the exterior of the Home or the Property surrounding it; such right is restricted solely to the Owner of the Home.
- H. Any penalty(ies) imposed by the Association due to the actions of the tenant shall be the sole responsibility of the Owner of the Home.

7. Use of Storage Pods and/or Dumpsters

Storage pods and/or dumpsters may be used only upon the prior approval of the Board of Directors with the following restrictions.

- A. No storage pod or dumpster shall remain in place at a Home for more than five (5) consecutive days unless it is completely enclosed within the garage with the garage door completely closed each night. Once removed, a storage pod or dumpster may not be returned to the Home again within seven (7) days.
- B. The Association's Board of Directors may, in its sole discretion, approve an exception to this rule, should unusual circumstances dictate a valid reason for doing so but, in no case, shall a storage pod or dumpster be allowed to remain in place outside of the garage for more than seven (7) consecutive days.
- C. The Owner shall assure that no damage is done to the driveway, eyebrow or community roadways by the storage pod or dumpster and shall be solely responsible for any and all cost incurred by the Association to repair any damage caused by its installation, use or removal.

S. To request permission to use a storage pod or dumpster, Owners should address a simple letter to the Bristol View Homeowners Association President, with a copy to the Property Manager, stating the dates on which the Owner wishes to have the storage pod or dumpster at their Home and committing to abide by all of the above rules at least 15 days prior to the requested sale dates.

## 8. Miscellaneous Rules

### A. Fire Pits

To comply with the distances required by Town of Perinton Recreational Fire Regulations, fire pits and all other recreational fire devices, other than gas, electric or charcoal grills used exclusively for cooking, are not permitted on any Association Property.

### B. Basketball Hoops & Other Exterior Sporting or Athletic Equipment

Because of potential safety and liability issues and the problem of noise when such equipment is in use given how close together Homes in the community are, no basketball hoops or other exterior sporting or athletic equipment shall be installed either attached to a Home or as a portable unit on any Association Property.

### C. Keeping Gutters Cleared

Owners shall keep their gutters cleared to avoid clogged drainage laterals and gutter overflows which erode the soil, and weaken Association stone walls. Any repairs to such walls and other common areas resulting from an Owner's failure to keep their gutters cleared shall be repaired by the Association and the cost billed to the Owner who shall reimburse the Association within 15 days of receipt of the bill. Such amounts, if not paid within 15 days will become a lien in the same manner as maintenance assessments.

As per the Declaration Article VI, Section 6.01, water, storm sewer and sanitary sewer laterals servicing a Home will be maintained by the Association. Maintenance and repair shall be limited to leakage and structural failure only; all other maintenance and repair to the laterals, including but not limited to repairs caused by clogging, shall be the Owner's responsibility and at the owner's sole cost and expense.

### D. Seasonal Decorations

Seasonal decorations and displays (e.g. Christmas lights, wreaths, banners, flags, etc.) must be removed by April 30<sup>th</sup> of the following year.

## 9. Penalties

All rules of the Association shall be enforced by giving the Owner an initial written warning and request to comply. Subsequent violations shall carry a penalty of up to \$100 per day or ½ of the monthly assessment per day, whichever is larger. Such amounts shall become a lien on the property if not paid, in the same manner as maintenance assessments.