

BRISTOL VIEW HOMEOWNERS ASSOCIATION

RULES REGULATIONS And FORMS

**January 2020
Revised 7/22**

This document is intended to provide a handy reference to the rules and regulations that govern our community. The summary presented is just that: a summary. For the exact wording of the rule or regulation please read the relevant material that is referenced in each summary item.

To reference a document, look to the web page at:
www.bristolview.org

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- **Advertising and Signs**

No exterior signs are permitted including those advertising property for sale/rent and advertising a commercial service.

Declaration 10.01

- **Animals, Birds and Insects**

Residents are permitted to possess two (2) dogs OR two (2) cats or any combination totaling two (2). Fish and Birds (caged) are acceptable. No animals can be kept on the exterior of the home. Invisible fencing may be installed with PRIOR permission from the Association. Pet waste should be removed by the owner. The Board may, from time to time, impose reasonable rules and regulations setting forth the type of pet allowed. Dogs or cats shall not run unattended outside. The Board has the right at its sole discretion to require any tenant of any member or any family member or guest of any member or tenant to remove any animal, bird or insect from Association property. No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered. No pet waste shall be deposited or left anywhere on the grounds. Pet waste must be removed immediately as it attracts rodents, insects, and causes landscape maintenance problems. If an animal is found that is in violation of these Rules and Regulations, the Association or its Managing Agent or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

Declaration 10.02

- **Antennas**

No radio, telegraphic, television or other electronic antenna, dish or other receiving device shall be erected on any property without an approved Exterior Improvement Agreement.

Declaration 10.09

- **Awnings/Window/Door Coverings**

NO awnings, shutters, window guards or other window and/or door coverings may be installed without the PRIOR permission of the Association. Shades or drapery linings should be white or beige.

Declaration 10.21

- **Basketball Hoops—Exterior Sporting and Athletic Equipment**

No basketball hoops or sporting/athletic equipment can be attached to a home or used as a portable unit on any Association property.

Rules of the Architectural Committee 6B

- **Boats, Trailers, Recreational Vehicles:**
Any boat, trailer or recreational vehicle must be parked in a garage. If this is not possible, it may be parked outside for a period not to exceed 72 hours.
Declaration 10.16

- **Clotheslines**
No outdoor drying of any clothing or bedding is permitted.
Declaration 10.17

- **Commercial and Professional Activity on Property**
No wholesale, retail or home business may be conducted without the permission of the Board, with consideration given to all laws, rules and regulations.
Declaration 10.13

- **Decorations**
A variance must be obtained for the installation of lawn decorations, such as bird feeders, statues, windmills etc. that may interfere with lawn mowing, foundation planting maintenance and/or snow removal. Holiday lighting and decorations must be removed by March 31st.
Rules of the Architectural Committee 6D

- **Dumpsters and Storage Pods**
Storage Pods and dumpsters may be used only upon the PRIOR approval of the Board of Directors using an Exterior Improvement Agreement. No pod or dumpster can remain in place for more than ten (10) business days. It is the sole discretion of the Board of Directors to approve an exception to this rule.
Rules of the Architectural Committee 5

- **Dwelling Other Than Residential Unit**
No temporary building trailer, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the property.
Declaration 10.8

- **Exterior Improvement Rules**

ANY changes and/or improvements to any architecture, structure of a home must be preceded by an approved Exterior Improvement Agreement. This also includes any gardens, or exterior landscaping. **Please note the specific requirements on the website under “Rules of the Architectural Committee”.

Rules of the Architectural Committee 1

- **Exterior Modifications:**

No exterior modifications or alterations can be made without the written approval of the Board. All requests for siding, decks, patios, plantings, windows, doors, etc., must be submitted in writing to the Managing Agent and must include written plans and specifications/colors. Any modification made without prior approval of the Board of Directors will be subject to removal by the Association at the homeowner’s expense.

Rules of the Architectural Committee 1

- **Fences**

Unless otherwise consented to in writing by the Board, no fence, wall, or screen planting of any kind shall be erected anywhere on the Association property. Any screen planting, fence enclosures, or walls initially developed on a Lot or other portion of the Properties shall not be removed or replaced with other than similar types of plantings, fence or wall except with permission of the Board or Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Declaration 10.03

- **Fire Pits**

To comply with the distances required by the 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.

Rules of the Architectural Committee 6A

- **Garages**

Garages may be used for vehicular parking only and may not be modified for any other use. All vehicles should be housed in the garage and the garage door should be closed whenever possible.

Declaration 10.20

Generators

An Exterior Improvement Plan is required prior to installation. All generators must be permanent, in the back yard and powered by natural gas. Specific measurements, dimensions and codes are found on the website.

Rules of the Architectural Committee 3

- **Gutters**

Homeowners are responsible for keeping their gutters clear and open to avoid erosion. Should failure to do so result in damage to retaining walls, etc. the damage will be repaired by the Association and the homeowner will be responsible for the cost.

Rules of the Architectural Committee 6C

- **Insured Contractors**

All contractors on association property must be properly insured! Contractors must provide the Association and Property Manager with a certificate of insurance naming Bristol View HOA and the Woodbridge Group as additional insured on Liability and Worker's Compensation Insurance held by such contractor.

- **Landscaping Standards**

The existing foundation plantings shall not be altered without board approval. Homeowners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, the Managing Agent shall remove them at the homeowner's expense. A variance is required for anything permanently affects the exterior appearance; this includes adding gardens and planting trees, shrubs and perennials. The variance request should include a diagram showing the location, type and quantity of proposed plantings. It is the owner's responsibility for maintaining planting beds of flowers, shrubs and or trees as well as those in place at the time that the home was purchased. The Association cannot take responsibility for flowers planted that interfere with the normal pruning, mowing and maintenance of Association controlled planting areas. Planting vegetables, except in flowerpots, is not permitted.

Landscaping Standards

- **Machinery**

No machinery, refrigeration or heating devices, other than those installed by the builder shall be installed around the property without the PRIOR approval of the Association.

Declaration 10.22

- **Noise**

Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's house with the windows closed.

- **Noxious or Offensive Activities**

No noxious or offensive activity shall be carried out upon any portion of the Association property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances are prohibited. Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code are prohibited.

Declaration 10.06

- **Outside Appearance**

Any proposed permanent change to the outside of a Bristol View HOA residence must receive approval via the Exterior Improvement Agreement. This form should be completed and submitted to the Board.

Declaration 10.19

Rules of the Architectural committee 1F

- **Outdoor Repair Work**

No exterior repair work on motor vehicles, boats or machines, other than minor servicing or maintenance, is permitted without permission of the Board.

Declaration 10.15

- **Outside Storage**

Outside storage or parking for more than seventy-two (72) consecutive hours per month is prohibited for commercial, recreational, unlicensed vehicles as well as trucks, trailers, boats and/or campers.

Declaration 10.14

- **Oversized, Commercial and Unlicensed Vehicles**

Unless involved in the construction or maintenance of the property no vehicle shall remain on the property overnight for more than seventy-two hours. All vehicles are expected to be housed within the garage.

Declaration 10.16

- **Parking**

It is important that all homeowners use common courtesy when parking vehicles. Homeowners parking will be limited to the owners' private driveway and garage. No overnight parking is permitted on the streets, unless associated with general maintenance by the Association, such as driveway sealing. Overnight or long-term guests should park in the homeowner's driveway. There should be no parking opposite the driveway. There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access.

Declaration 10.23

Rules Promulgated by the Board of Directors 2ABCD

- **Penalties**

All rules of the Association will be enforced by giving those in violation an initial written warning and a request to comply. Failure to comply may carry a fine which will become a lien if not paid.

Rules Promulgated by the Board of Directors 4

Rules of the Architectural Committee 7

- **Rental and/or Leasing**

A Home Owner may only lease or rent his home to a tenant pursuant to a written lease on a single occasion during any consecutive, twelve-month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve-month period. To facilitate and protect the health, welfare and safety of all Home Owners, the lease of a Home to any person, corporation, limited liability company, partnership or other business entity or its representatives, agents, successors or assigns to provide temporary housing for transient employees or other tenants in possession and resident in the community must comply with all Association requirements.

Subleasing consistent with this section by a proper tenant shall be permitted only on prior approval of the Board of Directors. All leases of the community shall be in writing and shall comply with the provisions of the Declarations of "one-family occupancy."

The Home Owner must also notify the Board of Directors and provide tenant, and in the case of a sublease, contact information of the tenant to the Property Manager.

All tenants or occupants under a lease must comply with all provisions of the Declarations, By-Laws, Rules Promulgated by the Board of Directors, Rules of the Architectural Committee and Landscaping Standards. The Owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant. Any lease entered into for rental must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the Association Rules and Regulations.

Any violation of any provision of the Declaration, By-Laws, Rules Promulgated by the Board of Directors, Rules of the Architectural Committee and/or Landscaping Standards shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

Rules of the Architectural Committee 4A-H
Rules Promulgated by the Board Directors

- **Sales:**

Garage sales are not permitted. Owners may seek approval from the Association to hold a moving/estate sale not to exceed two (2) consecutive days from 9AM until 5PM. All items for sale must remain in the garage and the house.

Declaration 10.01

Rules of the Architectural Committee 2 A,B

- **Snowmobiles**

No snowmobile or similar motor vehicle shall be operated on any portion of the property subject to the Town of Perinton Zoning code and the Parks and Recreation laws of New York State.

Declaration 10.12

- **Speed Limits**

Fifteen (15) MPH is recommended on Woodcliff Terrace, Bristol View, and Spruce Ridge. Bristol View, in particular, has curves that can be hazardous.

Rules Promulgated by the Board of directors 1 A&B

- **Trash Removal**

Trash removal occurs on a specific day each week. Containers with secure lid fasteners shall be placed at the curb within 24 hours of the scheduled pick-up and removed promptly the same day after the trash has been picked up. The secure containment of refuse is required to prevent nocturnal animals and adverse weather conditions from causing a refuse mess. All trash and trash containers must be stored inside a garage. If you plan on placing large items out for removal by the refuse carrier, please contact the refuse company in advance to arrange for pick-up. Under no circumstances should furniture or similar objects be placed at the curb except on trash day. There may be a charge for certain items such as refrigerators due to recycling Freon gas that is the

owner's responsibility. Any problems, complaints, or concerns regarding the service should be directed to the Managing Agent. No loose papers or recycling material shall be placed without securing it from winds.

Except for building materials during a construction or repair project, no refuse is permitted to accumulate on any exterior property.

Declaration 10.04

- **Trees and Natural Features**

No tree or bush shall be removed from one's property without the completion and approval of an EIA. Based upon an annual analysis the Board of Directors will make a decision, within budget constraints, on which tree treatments, trimmings, removals and replacements will be done at the Association's expense, during the following year.

Landscaping Standards

- **Unregistered/Unlicensed/ Oversized Motor Vehicles Including Mini-bikes, Trail-bikes, Go-carts, Snowmobiles, Mopeds, etc.,**

Unregistered/Unlicensed motor vehicles, as well as the others noted above, are prohibited from operating or remaining on Association property, overnight, for more than 72 hours within a month, or they must be parked in a garage.

Declaration 10.16

- **Use and Maintenance of Slope Control**

No improvements, planting or other materials shall be placed, nor shall any activity be undertaken which will create erosion, sliding problems or change the flow of drainage channels.

By-laws 10.16

- **Utilities Above Surface**

NO above surface utilities may be contracted without the PRIOR approval of the Association.

By-laws 10.04

- **Window Air Conditioners and Fans**

The installation of window air conditioning units and fans is prohibited.

By-laws 10.22

- **Variance**

A blank variance request is enclosed. If you do not find an answer

To your question in the above rules and regulations, please contact the Property Manager for further information. DO NOT proceed with any exterior modifications until you have proper written information and instructions. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board.

Bristol View HOA: Maintenance Responsibility Matrix

Maintenance	Bristol View Homeowners Association	Homeowner	Other
Air conditioning condenser and pad		X	
Basement floor		X	
Cable television underground cables			Time Warner/Other
Conductors	X		
Door bell button		X	
Door replacements- exterior/garage/screen/storm		X	
Doors- painting exteriors (entrance and garage doors)		X	
Driveway/private road seal coating	X		
Driveway/private road resurfacing	X		
Exterior painting of homes		X	
Fences/Stone Walls	X		
Foundations/basement walls		X	
Garage door/opener/mechanicals/bottom weather stripping		X	
Garage floor		X	
Gutters & downspouts- cleaning/repairs		X	
Hose bibs		X	
Lawn mowing/fertilization/weed control	X		
Lawn/tree/shrub watering		X	
Lights- Bristol View island light			Fairport Electric
Lights- street lights- repair/replace/bulbs	X		
Lights- other exterior lights-repair/replace		X	
Lights- other exterior lights- bulbs		X	
Mailboxes	X		
Recycle bins			Town of Perinton
Sewer Mains street			Town of Perinton
Sewer Lateral breaks House to Street	X		
Sewer Laterals - clogs/back-up hse to Street		X	
Shrubs- installed by association	X		
Shrubs- installed by homeowners		X	
Snow plowing pavement	X		
Snow shoveling sidewalks		X	
Telephone cables			Telephone company
Trash containers	X		Suburban
Trash disposal			Suburban
Trees/Landscaping- installed by association	X		
Trees/Landscaping- installed by homeowners		X	
Structural components- siding, fascia, gutters, roofs		X	
Water mains			Monroe County Water
Water- laterals curb key to foundation	X		
Windows/casements/screens/cleaning		X	

Final 2/2014

Exterior Improvement Agreement/Variance

BRISTOL VIEW HOMEOWNERS ASSOCIATION

Revised March, 2019

This Exterior Improvement Agreement/Variance is required to be completed by the Homeowner and approved by the HOA Board before ANY changes or additions are made to your terrace home's exterior or landscaping.

I (we) request a variance to make the following changes to the exterior of my terrace home.
(Include any landscaping as well as structural changes.)

Owner(s): _____

Address: _____

Phone: _____

Email: _____

Summary of proposed changes: (Please include a copy of plans/specifications including any landscaping changes.)

Name of contractor: _____

Contractor's certificate of insurance is attached or on file with HOA ____Yes ____No

____I/we request the use of a dumpster/pod in my/our driveway for. I/we have reviewed the Rules of Architectural Committee No. 7.

The Homeowner as a member of the Bristol View Association agrees to the Declaration of Protective Covenants and all amendments, including the following:

1. Owner affirms that he is aware of and accepts his rights, rules and responsibilities to the adjacent owner and to the Association as described in the Declaration (Article IV, Section 4.05 and 4.06) and the Rules of the Architectural Committee and agrees to abide by those rules and the following additional terms and conditions.
2. All improvements to any Property shall be made at the risk of the Owner, and the Association shall not be responsible for any loss or damage to any improvement in the altered area. Approval of a requested improvement by the Association shall not constitute assurance that the requested improvement meets the requirements of any governmental rules, regulations or building codes.
3. All exterior improvements and all materials used in connection therewith shall be made in accordance with the plans and specifications attached and made a part of this Agreement. All work shall be completed at the sole cost and expense of the owner in a good and workmanlike manner. Once commenced, all work shall be diligently pursued and completed with due care to the surrounding property. The Association shall incur no cost or expense for the installation of the improvement. Upon request, the Owner shall provide the Association with a copy of the contract for the improvement, and evidence of the Builder's Risk Insurance Coverage for the contractor performing the work.
4. To facilitate lawn care, no improvement shall be allowed which would create narrow (less than four (4) feet) or dead-end areas that cannot be mowed with equipment currently in use. No plantings or other items shall be placed in such a way that it restricts passage from one back yard to the next backyard or from front yard to backyard without Association approval.
5. No exterior improvement shall be installed within two (2) feet of an adjacent Home without Association approval. The adjacent Owner and the Association shall not be obstructed from performing repairs and maintenance on the adjacent home.
6. No improvement shall materially alter the existing topography of the Property and the surrounding area or adversely impact the existing drainage in and about the area to be improved.
7. Any area damaged or disturbed by the construction of the proposed improvement shall be restored to its original condition at the sole cost and expense of the Owner. Restoration and repair shall be promptly completed and shall result in the complete restoration of the area to the condition it was in prior to the construction.
8. If the improvement is landscaping in the front or side areas of the Property visible from the street, the Association shall maintain the altered area in the same manner as all common areas except that, if an Owner-installed planting dies or becomes unsightly, the Association may remove it and not replace it. In locations other than the front or side areas visible from the street, the Owner shall be solely responsible for the maintenance of all improvements and plantings in the altered area and shall maintain the improved area in the same manner as the Association maintains the surrounding areas. The Association shall not go within an enclosed improved area to perform any maintenance or repair to the improvement.

9. Should Owner wish to remove an improvement, Owner shall request approval of the proposed removal by submitting an Exterior Improvement Agreement. If the request is approved, Owner shall properly dispose of all materials and shall return the area to its original condition as a grassed area at the Owner's sole cost and expense.

10. If, after completion of the improvement, an approved landscaping improvement must be disturbed to allow maintenance or repair on any Association, governmental 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.

11. Owners may install an underground pet containment system only upon approval by the Association of an Exterior Improvement Agreement. Owner agrees to abide by the rules set forth in the Rules of the Architectural Committee

12. Upon default, the Association shall have the option of retracting its consent and Owner shall remove the improvement and restore the area to its original condition

13. This Agreement shall not be construed to permit any present or future improvement to the Property or to any other property in the development, or as the waiver of any right of the Association to review and approve or reject any subsequent improvement to the Property or any other Property in the development.

14. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns, and to all future Owners of the Property. The Owner shall provide all future owners with a copy of this Agreement prior to the transfer of title.

Homeowner(s) signature(s): _____

_____ **Approved** _____ **Disapproved**

Approved with conditions: _____

Board of Director's signature: _____

Title: _____

Date: _____