



BRIGHTON ESTATES
CONDOMINIUM
Rules and Regulations



Approved 3/19/2026

Brighton Estates Condominium

RULES AND REGULATIONS

Approved 03/19/26

The Rules and Regulations conform to the Declaration and By-Laws. Many are interpretations of the wording in those documents and are referenced where possible. The Board of Managers establishes new policies from time to time, which are included in this document as well.

1) Use and Maintenance of Units

- a) All provisions of the Declaration and By-Laws and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- b) The Units shall be used for residential purposes only.
- c) Rentals are restricted. Please refer to the amendment to the By-Laws, Article XI, Section 11.1(b) filed September 7, 2016.
- d) A Unit Owner/Occupant shall not cause his/her Unit, in whole or in part, to be used for lodging transients or for short-term rentals. Please refer to the amendment to the By-Laws, Article XI, Section 11.1(b) filed September 7, 2016.
- e) Nothing shall be done or kept in any Unit or in the Common Elements which will cause cancellation of or an increase in the rate of insurance of any of the buildings, without the prior written consent of the Board of Managers.
- f) Each Unit Owner shall keep his/her Unit well-maintained and in a good state of preservation.
- g) Violations shall be corrected by the Owner within thirty (30) days after the date of the 1st notification of non-compliance (not applicable to paragraphs 1c and 1d regarding rentals). If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent month by \$25, up to a maximum of \$100 per month, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.

2) Modifications

- a) No structural changes, exterior or interior, shall be done without prior written approval of the Board of Managers.
- b) No Unit Owner shall: (please refer to Article X, Section 10.2(a) and Article XIV, Section 14.1 of the By-Laws)
 - i) do anything which would jeopardize the structural integrity, soundness, safety, or value of the Unit.
 - ii) Repair, replace or move any of the Common Elements which are located within his/her Unit without prior written consent of the Board of Managers.
 - iii) repair, alter or replace, or perform work of any kind on the exterior of the building.
 - iv) alter or replace any walls except those non-bearing partition walls which are wholly within the Unit.
 - v) attach anything, including but not limited to awnings, satellite dishes or other antennas, skylights and vents to the roof or any other part of the exterior of the building.

vi) cause or permit the Unit to be subdivided.

c) Window and door replacement and maintenance are the responsibility of Unit Owners. Any replacement requires approval by the Board of Managers and is subject to the specifications described in the document "Replacement Window and Door Policy".

d) Violations shall be corrected by the Owner within thirty (30) days after the date of the 1st notification of non-compliance. If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent month by \$25, up to a maximum of \$100 per month, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.

3) Appearance of Units

a) Nothing shall be hung from, protrude from, or attached to the exterior of buildings, roofs, windows, the exterior of patio/deck fences, and exterior windowsills, without the prior written consent of the Board of Managers.

b) Except for patio umbrellas, nothing shall protrude above the top of the patio/deck fences, whether attached or unattached to the fence.

c) No signs, including but not limited to "For Sale," "For Rent" or "For Lease" signs, shall be allowed on lawns, porches or anywhere else in the Common Elements.

d) The right is reserved by the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Unit.

e) Violations shall be corrected by the Owner within five (5) days after the date of the 1st notification of non-compliance. If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent week by \$25, up to a maximum of \$100 per week, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.

4) Dangerous Substances

a) No dangerous material shall be brought into or stored in any Unit or Common Element. 5) Common Elements

a) Nothing shall be altered in, placed in, constructed in, or removed from the Common Elements, except as permitted by the Rules and Regulations or upon written consent of the Board of Managers.

b) Nothing shall be done in, on, or to the Common Elements which will impair the structural integrity of, or structurally change any of the Common Elements.

c) Obstructions and/or storage in the Common Elements are not allowed without prior approval from the Board of Managers.

d) No clothes, sheets, blankets, laundry, or any other kind of article shall be hung out of a Unit or exposed on any part of the Common Elements.

e) Unit Owners/Occupants shall not put rubbish, debris, piles of leaves, garden materials, and the like, or any other items in or on the Common Elements.

f) A Unit Owner/Occupant may plant in the garden area(s) in front of the Unit with the understanding that the garden area is part of the Common Elements of the Homeowners Association and is subject to the Association's Rules and Regulations. (The garden area is defined

as the area between the building and the edge of the lawn and between the building and the sidewalk.)

- i) The Unit Owner/Occupant shall keep his/her garden well maintained.
 - ii) Owner/Occupants shall not plant bushes, plants that are invasive, nor produce-producing plants.
 - iii) Bushes are the responsibility of the Homeowners Association and shall not be removed or altered by an Owner/Occupant.
 - iv) No garden shall be expanded in any dimension into the Common Area without the written approval of the Board of Managers.
 - v) No garden edging shall be installed.
 - vi) No plantings are allowed around trees.
- g) Violations shall be corrected by the Owner within five (5) days after the date of the 1st notification of non-compliance. If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent week by \$25, up to a maximum of \$100 per week, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.

6) Decorations

- a) No bird baths, bird feeders and bird houses are allowed anywhere in Brighton Estates, including the fenced private patio/deck areas.
- b) No garden and lawn décor, including but not limited to statuary, figurines, yard art, inflatable objects, decorative flags, and signs, is permitted in or on garden areas, sidewalks, driveways, and any other areas of the Common Elements, except the fenced private patio/deck areas.
- c) No decorations are allowed on front porches/stoops except potted flowers, seating, and wreaths. Pumpkins and gourds are permitted only between Oct 15 and Dec 1. Nothing shall obstruct the entrance to a Unit.
- d) Temporary Winter Holiday Decorations: Unit owners may decorate the bushes in the Unit's Garden areas with holiday string lights. No other bushes or trees shall be decorated. No other holiday decorations (except wreaths) are allowed.
 - i) String lights with only C7 or C9 bulbs shall be used. No other types of lights shall be used.
 - ii) The bushes shall be decorated only to the height that can be reached by standing on the ground.
 - iii) Only string lights and electrical wiring certified for exterior use shall be installed. Homeowners shall be responsible for ensuring there are no tripping hazards.
 - iv) The lights shall be turned off from 11 PM until dawn.
 - v) The lights shall be installed no earlier than Thanksgiving and shall be removed by the following January 15.
- e) Violations shall be corrected by the Owner within seven (7) days after the date of the 1st notification of non-compliance. If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent week by \$25, up to a maximum of \$100 per week, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.

7) Access to Units

- a) The Board of Managers, the property manager, and any contractor or workman authorized by the Board of Managers or the property manager, may enter any Unit upon reasonable notice for the purpose of making inspections to detect or correct any condition that could be damaging or threatening to damage the Unit, other Units, or Common Element. (For example, a leak in a water supply pipe or a failure of a sump pump could cause extensive damage to the Unit and neighboring Units.) In case of emergency, such right of entry shall be immediate, whether the Owner is present or not.
- b) Unit Owners shall provide their contact information to the management company, and, if possible, inform the management company of an alternate contact person who can access the Unit and act on the Owner's behalf.
- c) If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his or her agent, employee, licensee or other person, to an employee of the Board of Managers, whether for such Unit or automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

8) Pets

- a) Types and numbers of pets are limited as follows:
 - i) No animals of any kind shall be raised, bred, or kept in any Unit except for dogs, cats, or other household pets, not to exceed two per Unit, provided they are not kept, bred, or maintained for any commercial purposes.
 - ii) No reptiles other than turtles are allowed.
 - iii) Violations shall be corrected by the Owner within seven (7) days of notice of non-compliance. If not corrected, the Unit Owner shall be initially fined \$25, increasing each subsequent week by \$25, up to a maximum of \$100 per week, until the violation is resolved. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner shall be responsible for the entire cost.
- b) Dog walking is prohibited in Brighton Estates except in transit to an allowed area (Edgewood Avenue) or to another Unit.
- c) Any Owner/Occupant whose pet is determined to be causing or creating a nuisance or unreasonable disturbance shall remove their pet from the property upon seven (7) days written notice from the Board of Managers. If there is an immediate or anticipated risk to people and/or the property, the Board of Managers will take immediate action to remedy the problem and the Owner/Occupant shall be responsible for the entire cost.
- d) Unit Owners/Occupants shall maintain pets on a leash at all times and shall clean and remove all pet droppings. Failure to comply shall subject the Unit Owner/Occupant to the fine imposed by section 6.18 of article VI of the By-Laws (the Owner shall be fined \$10 for the 3rd violation and \$25 for each subsequent violation).

9) Vehicles

a) The following Rules and Regulations apply:

i) There is no overnight parking on Wintergreen Way from midnight to 6 AM.

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ii) Parking of vehicles is allowed only on the even-numbered side of the street except where prohibited by signage.

iii) Parking is not allowed on the grass or on any unpaved area.

iv) Parked vehicles shall not extend beyond the end of the driveway. The driveway ends where it intersects the road. Vehicles shall be parked in the driveways perpendicular to the buildings (so that the front or rear of the vehicle faces the building).

v) Automobiles, motorcycles, and un-signed pickup trucks may be parked in driveways overnight. Overnight parking of all other vehicles, including but not limited to trucks, recreational vehicles, trailers, and commercial vehicles is prohibited.

vi) Violations incurred by guests or family members are the responsibility of the Unit Owner/Occupant.

vii) Each or any day a vehicle is parked in violation of any parking rule, the Owner/Occupant shall receive a parking violation notice. After 1 parking violation, the responsible Owner/Occupant shall be fined \$50 for a 2nd violation. The fine for a 3rd violation shall be \$100. The fine for a 4th violation shall be \$150. The fine for a 5th and each subsequent violation shall be \$200. The fine period is within the calendar year.

b) The Board of Managers reserves the right to immediately tow vehicles at the expense of the Owner/Occupant if the vehicle is blocking passage of other vehicles, the snowplow, or road work. c) Unregistered vehicles shall not be parked on driveways or on any other Common Areas. This is enforced by the Town of Brighton.

10) Refuse Removal

a) Garbage and/or rubbish shall be placed on the grassy area at the end of driveways no earlier than 6 PM on the evening before pickup. Failure to comply shall subject the Unit Owner/Occupant to the fine imposed by section 6.18 of article VI of the By-Laws (the Owner shall be fined \$10 for the 3rd violation and \$25 for each subsequent violation).

b) The following Rules and Regulations apply:

i) The trash can only be disposed of in black plastic bags and recyclables in recycling bins. Oversized cardboard boxes must be folded and placed under the recycling bin.

ii) Recycling bins must be retrieved by the evening of the pickup day and stored inside the unit.

iii) Nothing shall be placed next to Edgewood Avenue for pickup, including, but not limited to, leaves, branches, other yard debris and Christmas trees. Leaves and yard debris shall be bagged in black plastic bags and placed at the end of driveways for pickup by the refuse company. Christmas trees shall be placed at the end of driveways for pickup at the times specified by the refuse company.

iv) Contact the property management company, not the refuse company, to arrange for pickups of large or heavy items. The Unit Owner/Occupant shall be solely responsible for all charges for

this service. The items shall not be placed at the end of the driveway until the scheduled pickup time.

v) For each or any day an Owner/Occupant is in violation, the Owner/Occupant shall receive a violation notice. After 2 violations, the Owner/Occupant shall be fined \$25 for a 3rd violation. The fine for a 4th violation shall be \$50. The fine for a 5th violation shall be \$75. The fine for a 6th and each subsequent violation shall be \$100.

11) Noise/Nuisances

a) Unit Owners/Occupants shall not cause or permit any activities, noises, odors, or any other nuisances in their Unit, their private patio/deck area, or in the Common Elements that are a source of annoyance to another Unit Owner/Occupant, or which interfere with the peaceful possession or proper use of another Unit Owner's property.

b) All complaints about noise or other activities covered by the Town Code should be referred to the Town of Brighton.

12) Complaints and Penalties

a) Good relations in Brighton Estates will be better served and maintained through understanding and use of peer cooperation rather than penalties. However, when residents and their properties are adversely affected by action of others, it is unfair to allow such offenses to persist. The Board of Managers must act in a timely fashion using fines, legal actions, etc., as required.

b) Any resident may register a complaint by notifying the Property Manager. A written complaint is preferable as it documents the concern. The Property Manager will identify violations of the Rules and Regulations as well.

c) The Town of Brighton will be asked to take action if a violation of a Town Code or Ordinance is involved.

d) All fines must be paid within 30 days of issuance or there shall be an additional fine of \$100 per month. If homeowners are more than 120 days in arrears legal action may be taken at their expense.

e) Appeals can be made by the Owner/Occupant by notifying the Property Manager (who is the liaison with the Board of Managers) in writing (by mail or email) within 15 days of the notification of non-compliance.