TOWNHOMES
OF
EASTBROOKE CONDOMINIUM

PHASE I, II, & III

RULES AND REGULATIONS

Revised October 2026

INTRODUCTION

Living, as we do, in close proximity to one another and sharing in the equity benefit of the Eastbrooke Condominium elements, we are required to abide by rules and regulations.

These policies, rules and regulations have been published for use by owners/residents of the Condominium. This guide has been provided in hope that by communicating the necessary rules, an atmosphere of cooperation will be fostered, thereby making the community of Eastbrooke that much more pleasant.

This information is distributed to give assurance of enjoyment to all, rather than to restrict anyone. Any restrictions are designed only to protect the large investment that owners have made in this community. As condominium owners, we all own a share of the common area and recreational facilities. Protection of this investment can only be assured by proper maintenance, management and use of these facilities. Failure to observe any of these rules and regulations will be subject to a fine. Legal action may also be taken with repeat offenders.

We are confident that all owners will have a sense of pride in our facilities and will cooperate in their use. Comments or suggestions for improvements are always welcome by your Board of Managers.

The rules and regulations in this guide replace all previous rules published by the Townhomes of Eastbrooke, and because it represents current interpretation of our Declaration, it should be kept with your condominium governing documents and passed on to the buyer of your home.

The Declaration remains the single most important document. Every Eastbrooke owner should have a copy. If you do not have one, you should contact the management company office to purchase one.

Thank You.

The Townhomes of Eastbrooke Condominium
Board of Managers

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COMMUNITY DIRECTORY

Fire, Ambulance, Police	911
Brighton Ambulance Non-emergency	585-271-2718
Brighton Police	585-473-3150
Eastbrooke Maintenance Shop	585-244-7599
Kenrick Corporation, Management Company	585-424-1540
Town of Brighton - Information	585-784-5250
Town of Brighton Animal Control	585-784-5120
Gas/Electric	585-546-1100
Monroe County Dept of Health	585-753-5171

Brighton Schools:

Administration	585-242-5200
Council Rock	585-242-5170
French Road	585-242-5140
Twelve Corners	585-242-5100
Brighton High School	585-242-5000

OWNER RESPONSIBILITIES

Assessment

These monies are required to maintain the property and to provide needed services to you. They are due and payable on the first day of the month. The date of receipt of your monthly assessment payment will be the date it is posted to the Eastbrooke lock box account at the bank. Failure to pay either the monthly assessment or any special assessment by the 10th of the month will result in a $25 late fee per assessment. There will be a charge of $35 for any checks returned for insufficient funds. On accounts past due 30 days or more homeowners will lose the use of the Eastbrooke facilities, and legal action may be taken. Additional charges to cover all legal expenses involved will be borne by the owner. Your monthly assessment can be automatically withdrawn from your checking/savings account if you set this up with the Eastbrooke bank or your own personal bank.

Business Operations

Owners/residents are reminded that private business activities are forbidden by Brighton Town zoning code within the Eastbrooke neighborhood. A copy of this code is on file at the Brighton Town office.

Insurable Losses

If you feel that you have experienced a loss that may be covered by the Eastbrooke master insurance policy, contact the management office as soon as possible. An Eastbrooke representative will inspect the damage and report to the insurance company. This procedure must be followed to ensure that the possible claim is handled in a timely and orderly fashion.

Once the insurance carrier has processed the claim, you will be advised of the decision.

Although the Condominium carries a master insurance policy covering all common areas and common elements, including the structure of all units, individual owners and renters must carry their own policy to cover personal possessions and personal liability. It is a wise idea to have your insurance agent talk directly to the Condominium's insurance agent. Contact the management company for the name of the Eastbrooke insurance agent.

No Smoking Rule - effective April 1, 2018

Due to the significant health hazards associated with secondhand smoke (including direct and indirect smoke), property damage and the additional maintenance and repairs required for facilities and areas exposed to smoke, **smoking is prohibited everywhere on the property of the Condominium** including, but not limited to: garages, indoor and outdoor restricted and common areas. Smoking is allowed inside an owner-occupied condominium only.

Smoking shall include, but not be limited to, inhaling, carrying, burning, or otherwise handling or controlling any lit product containing tobacco, nicotine, marijuana or cloves, or any unlit product or device containing tobacco, nicotine, marijuana or cloves that creates an aerosol or vapor, including but not limited to cigarettes, cigars, pipes, e-cigarettes and personal vaporizers.

Service Requests
If you have a problem with the exterior of your condominium or other common elements, except for doors, windows and hardware, or if you notice a maintenance problem in another part of the property. Go to the Kenrick Corporation website https://kenrickfirst.com/ in the top right corner is "submit a service request".

The on-site staff works 7:30am to 4:00pm, Monday through Friday. If you do not receive a response to your request within 48 hours, contact the Kenrick Portfolio Manager at 585-424-1540. If you are experiencing an emergency service problem after work hours, please call 585-424-1540, please leave your name, phone number, name of the property, unit address and nature of the problem with the answering service representative. Someone will get back to you shortly.

If you do not plan to occupy your unit for an extended period of time, it is advisable to notify management company of your departure date and expected return date. This will enable on-site staff to monitor your property while you are away. An emergency contact person must be provided to the management company for all Eastbrooke Condominiums.

GENERAL INFORMATION

Board Meetings
Please refer to the Eastbrooke newsletter for time and dates of meetings, Board Meeting are usually held on the 1st Tuesday of each month at 6:30 pm at the Clubhouse. If you would like to address the Board, please submit your topic in writing no later than 4 pm the Thursday prior to the meeting. Please limit your comments to 3 minutes in order to give everyone a chance to speak. At the Board's discretion, spontaneous questions from Home Owners may be allowed during the Open Forum, considered on a person-by-person basis and depending on time and other restrictions.

Soliciting is not allowed on the property for any reason.

Garage Sale
The Eastbrooke Garage Sale is usually held annually, provided there is enough community interest. Individual Garage Sales and Individual Estate Sales are not allowed on the property (added 3/2016).

Inspections
Any condominium with a **wood burning fireplace/stove** is required to have it and the **chimney** inspected annually, before October 31st. A copy of the paid receipt showing wood burning fireplace/woodstove and chimney are in good working order is to be sent to the management company within 10 days.

Electric Wall Heaters
An electric wall heater located anywhere inside a condominium is to be inspected by a licensed electrician every 2 years. A copy of the paid receipt showing the electric wall heater is in good working order is to be sent to the management company. If owner has removed or replaced the electric wall heater, a copy of that receipt is to be sent to the management company. (updated 5/2021)

Children's Toys and Sporting Equipment
Toys, bicycles, scooters, pool and other personal effects are not to be left out on the common area. Children's wading pools are not allowed on common areas. Ball playing against the building/garage is not allowed. Bicycles are not to be used on the lawns. Skateboards and motorized scooters are not permitted to be used anywhere on the property. (updated 5/2021)

Grills/Grilling
The New York State Fire Code section F308.7, open-flame cooking devices, prohibits charcoal burners and LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg - nominal 1-pound LP-gas) (barbeque grills) other open-flame cooking devices shall not be located on balconies or decks or within 10 feet of combustible construction or trees/bushes. Residents are responsible for any damage to common areas caused by outdoor cooking (i.e. melted siding).

Snow Removal - The staff will remove snow from the roadways and driveways at a 3-inch accumulation. The accumulation may come from one snowfall, a build up from two or more snowfalls or from drifting. Since the kind of clean up the staff is able to do depends largely on the number of parked cars they encounter, owners/residents are requested NOT to leave their cars parked on the street overnight. Park your cars in your garage, in your driveway or in your reserved parking area.
When buildings have two or more cars parked directly outside the garage the staff will not attempt to clean these areas until later in the morning. Owners/residents must remove cars from outside garages no later than 9 am. Failure to cooperate in this effort could produce non-plowable areas that unfortunately affect neighbors more than the offenders.
Concurrent with cleaning outside the garages, staff will work on widening the roadways. To facilitate this task, when owners/residents move their cars from outside the garages, they are asked to park on the already cleaned side of a main roadway.

Sidewalk Clearing - The sidewalks will be shoveled or snow-blown at a 3-inch accumulation. Every effort will be made to clear Eastbrooke sidewalks, including stoops, as early as possible. People with special needs should contact the Eastbrooke office or the management company for priority service. **De-icer** - All owner/residents should keep a small bucket of calcium chloride in their garage to aid in snow & ice removal. Calcium chloride may be obtained, for no cost, from outside the maintenance building. Owner/residents must provide their own bucket. **Rock salt is not to be used!**

Towing Improperly Parked Cars - We have arranged with a towing company to remove improperly parked vehicles that impede emergency vehicles or snow removal efforts. Owners of towed vehicles will be required to pay a towing fee, plus a daily storage fee, to redeem their vehicle. Please refer to the enclosed map for the approved parking areas. Violators will be tagged then towed.

PARKING & ROAD SAFETY – updated September 2020

Homeowners are responsible for the compliance of their tenant(s) and guest(s) associated with their Eastbrooke unit.

The Eastbrooke roads **speed limit is 15 mph**: Speeding and careless driving is unlawful, dangerous and inconsiderate. Drivers must drive slowly and carefully adhere to all traffic laws. When driving on a road that has parking along one side, the car on the side of the road without parked cars has the right of way. All vehicles should be properly muffled in compliance with local and state laws.

Homeowners must utilize their garage and space immediately outside of their garage or for those units without garages, their two designated spaces, for parking their personal vehicles. **Homeowners cannot use overflow or street parking in lieu of their garage, and driveway for convenience!**

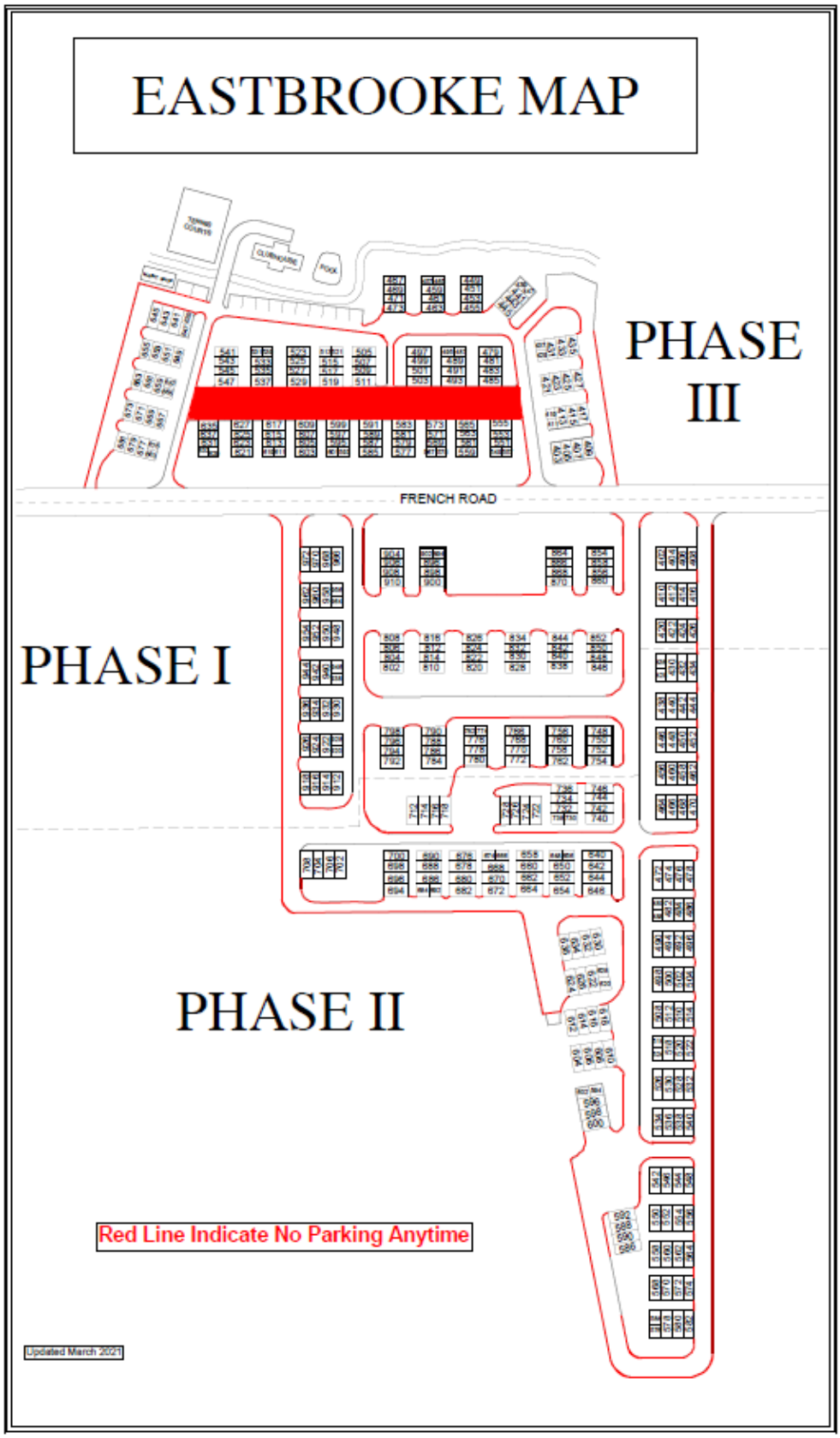
Overflow/visitor parking spaces are those designated on the roadway with linear markings. PLEASE NOTE – some of these spots are reserved for specific units without garages - always check signage!

Only legally registered, personal use motor vehicles shall be parked in driveways or parking areas, including road parking. Overflow parking is permitted only on the roads designated on the enclosed map. All other roadways in Eastbrooke are FIRE LANES. It is illegal to park anywhere on a road that has a FIRE LANE sign.

Prohibited on the property (But not limited to):

- Any unregistered, uninspected or disabled vehicle.
- Motorized scooters or hoverboards.
- Vehicle storage.
- Parking that impedes snow removal.
- Boats, trailers, house trailers, recreational vehicles, tractors, minibikes, snowmobiles, campers, omnibuses.
- (After 5 p.m. until 7 p.m.) Vehicles regardless of how the vehicle is licensed – if it is modified for commercial use - with lift-gates, ramps, racks, lights, signage, plows and so on).
  Exception: such vehicles are allowed on the property when addressing an emergent problem with a hired contractor.
- Operation of any motored transport device by an unlicensed operator.
- Operation of any motored transport device that causes damage to Eastbrooke property.
- Parking on any surface that is not designated for parking.
- Parking in a space that is designated for a specific unit without written permission.
  (NOTE: written permission must be filed with the management company.)
- Blocking access to a driveway.
- Handicap parking is available for any vehicle with a valid handicap permit.

Violators of any rule will be tagged and/or towed based on the severity of the violation.


EASTBROOKE MAP
PHASE III
FRENCH ROAD
PHASE I
PHASE II
Red Line Indicate No Parking Anytime
Updated March 2021

Garages

To prevent vandalism and water line freezing, garage doors are always to be left closed, except for momentary vehicle entry or exit from the garage. Closed doors positively affect cooling and heating efficiency for the condo directly above the garages. Owners/residents who habitually leave their garage door open will be fined.

Before replacing your garage door or opener, a Board approved variance request is required. Garage door openers must be suspended from garage ceiling, not mounted on ceiling. Remote garage door openers are to be mounted on the garage door trim, not on the siding. **(Updated Feb 2021)**

It is illegal for any owner/resident to perform any type of maintenance on automobiles that would cause disturbance to other residents or jeopardize the insurance of the community. As such, flammable or explosive materials or work that involves the use of torches, grinders or compressed air paint are in violation of the Town of Brighton zoning ordinance, and the master insurance policy.

Do not start your car and leave it running in the garage or backed-up to the garage with the door open, as the fumes travel to other units. Please move your vehicle into the driveway to warm it up & close the garage door.

Electric Vehicles – 2026

POLICY AND REQUIREMENTS FOR ELECTRIC VEHICLE CHARGING STATIONS

SECTION 1: PURPOSE & SCOPE

Pursuant to New York State law (NY CLS Real P § 339-ll), the Eastbrooke Homeowners Association, Inc. (the "Association") supports and accommodates the installation and use of electric vehicle (EV) charging stations within the community, subject to reasonable restrictions. These Rules and Regulations establish uniform requirements to protect community infrastructure, ensure compliance with building and electrical safety codes, and define the financial and legal obligations of the installing homeowner.

For the purposes of this policy, an "Electric Vehicle Charging Station" is defined as any station or equipment that delivers electricity from a source outside an electric vehicle into one or more electric vehicles, including all related wiring, conduits, and equipment needed to facilitate charging.

SECTION 2: PRIOR APPROVAL REQUIREMENT

No homeowner may install, construct, or operate an electric vehicle charging station within an owner’s unit, a designated or deeded parking space, or an exclusive use common element without first obtaining the explicit, written approval of the Association.

1.Application Submission: The homeowner must complete an official Association Variance Form. The completed form, alongside complete structural and electrical plans, must be submitted electronically to the management company at variances@kenrickfirst.com.

2.Review Timeline: The Association shall process applications in a timely manner and will not willfully delay a decision. In accordance with state law, if an application is not denied inwriting within sixty (60) days from the date of receipt, the application shall be deemed approved, unless the delay is a direct result of a reasonable request for additional information by the Board.

SECTION 3: INSTALLATION & SAFETY STANDARDS

To ensure safe operations and preserve the architectural integrity of the community, the installing homeowner must agree in writing to comply with the following criteria:

1.Architectural Guidelines: The installation must strictly adhere to the Association's architectural standards for aesthetics, visibility, and placement.

2.Licensed Contractor: The homeowner must engage a licensed contractor to install the charging station.

3.Licensed Electrician: The homeowner must employ a licensed electrician to perform all electrical work to ensure all safety measures and electrical capacities are fully accounted for.

4.Health and Safety Codes: The station and all associated infrastructure must meet all applicable health and safety standards and requirements imposed by local, state, or federal laws, rules, or regulations.

5.Common Area Placement Limitations: Installation of a charging station for an owner's exclusive use in a general common element (that is not an exclusive use common element) will only be authorized if installation in the owner's designated parking space is impossible or unreasonably expensive. In such cases, the Association shall enter into a formal license agreement with the owner regarding the use of the common area space.

SECTION 4: FINANCIAL RESPONSIBILITIES & LIABILITY

The installing homeowner, and each successive owner of the property/charging station, shall assume full and ongoing financial responsibility for the following:

1.Installation & Infrastructure Costs: The owner is solely responsible for paying all costs associated with the installation of the charging station.

2.Utility Usage: The owner is responsible for 100% of the electricity usage costs associated with the charging station.

3.Maintenance, Repair, & Removal: The owner is financially responsible for the ongoing maintenance, repair, and eventual replacement or removal of the station, as well as their storation of any affected common elements or exclusive use common elements back to their original condition.

4.Property Damage: The owner bears sole liability for any damage caused to the charging station, common elements, exclusive use common elements, or adjacent units resulting from the installation, maintenance, use, repair, removal, or replacement of the station.

SECTION 5: INSURANCE REQUIREMENTS & DISCLOSURE

1.Certificate of Insurance (COI): Within fourteen (14) days of receiving application approval from the Board, the homeowner must provide a Certificate of Insurance naming the Eastbrooke Homeowners Association as an additional insured under the owner's insurance policy.

2.Annual Renewal: The current owner, and each successive owner, must maintain this liability coverage continuously and provide an updated Certificate of Insurance to the Association annually.
(Note: A homeowner shall not be required to maintain a homeowners
liability coverage policy for an existing National Electrical Manufacturers Association standard alternating current power plug).

3.Successor Disclosure: The homeowner is legally obligated to disclose to any prospective buyer or successor the existence of the charging station and the associated responsibilities of the owner under these Rules and Regulations and New York State law.

SECTION 6: COMPLIANCE, ENFORCEMENT & LEGAL FEES

1.Reasonable Restrictions: The Association will not enforce covenants, restrictions, orby-law provisions that effectively prohibit or unreasonably restrict the installation of an EV charging station. Restrictions are deemed "reasonable" if they do not significantly increase the cost of the station or significantly decrease its efficiency or performance.

2.Statutory Penalties: In compliance with NY CLS Real P § 339-ll, an association that willfully violates state regulations governing EV installations shall be liable to the applicant for actual damages and a civil penalty not to exceed $1,000.

3.Attorney's Fees: In any action brought by a unit owner to enforce compliance with these provisions, the unit owner shall be awarded reasonable attorney's fees if he or she prevails.

Eastbrooke Homeowners Association Board of Directors For questions, application forms, or variance submissions, please contact the management company.

Trash Pickup - updated September 2020

Space for refuse containers is provided in the owner's garage or for those without garages, a refuse storage closet is located on the side of the building. The condo owner without a garage is responsible for repair/replacement of refuse storage closet doors/frames/interior. Staff will paint the outside of the closet. Due to health concerns and vermin, refuse should not be stored on the patio, balcony, outside adjacent to the parking areas or anywhere else on the property.

When placing your refuse/recycling out for pickup, please comply with the following rules:

- Refuse/recycling pickup is on Thursday. Containers are not to be put out until 6 pm the evening prior to pick up. All containers must be retrieved and stored appropriately by 9 pm Thursday evening. Refuse must be placed out for pick-up each week.
- Use the refuse container provided and add your condo number legibly written inside the lid, and on the side of your recycling bin.
- Property prefers you do not use plastic trash bags. Birds and animals tear the bags open, making a mess of the neighborhood. Do not store refuse in boxes of any kind.
- Refuse/recycling containers are to be placed on the grassy area at the end of driveways for pick up. Do not place containers on the asphalt driveway.
- Condos without a garage need to put their refuse/recycling out for pick up near their reserved parking area.
- No interior/exterior construction debris is to be placed in the maintenance staff dumpster or left out for refuse/recycling pick-up. Contractors must remove all construction debris.
- Furniture & electronics disposal is not included in Eastbrooke refuse collection. Owner is responsible to make arrangements with refuse company and pay for special pick-up. Owner must take electronics to an electronics disposal location (computer parts, TV, etc.)
- No owner/resident may go into another's refuse/recycling at any time for any reason.
- *NEW 2/2022 – Landlords are responsible for putting out refuse/recycling on the Wednesday after 6 pm or before 7 am Thursday morning for collection, that is left by a vacating tenant. Vacating tenant may not put out refuse/recycling for collection days before or on the day they vacate the property.*

Pet Control

The Town of Brighton has an animal control code that applies to owners/residents of Eastbrooke. Dogs, cats and other pets present a sanitation problem and can permanently damage landscape. In the interest of your condo investment, your relationship with your neighbors and your pet's welfare, pet owners must keep animals leashed and be holding the leash at all times when outside the condo. Pet owners are responsible for **immediately cleaning up** after their pets anywhere in Eastbrooke and must carry the necessary equipment for clean-up and dispose of it in their own refuse container. **They poop – You scoop!!!** Do not discard pet waste anywhere on the property or by the creek.

Pets are not to be left unattended outside and are not allowed to be tethered to doors, mailboxes, railings, lamp posts, patios, trees, ground screws or any other common element. Chains and leashes may not be left on any part of the restricted common or common area, nor may they be attached to the inside of the condo.

As a courtesy to neighboring Greystone Apartments & French Creek Townhomes, do not walk you pet on their property. (Added 4/2022)

The Town dog ordinance applies to the common area as if it were a private residence. Animal Control may be called to pick up any dog causing a nuisance, not on a leash, when an owner does not hold the leash, or where the owner does not pick up after their pet. Pet owners who violate this rule will be assessed a fine for each incident. Any damage caused by pets, whether intentional or otherwise, will be the financial responsibility of the owner/resident.

Effective September 1, 2020 renters may not have dogs with the following exceptions:

- Current renters who already have dogs will be grandfathered in until the demise of the animal.
- Any renter who supplies documentation* that a dog is needed as a Service Dog, an Emotional Support or Therapy Dog will be allowed to have a dog. Documentation must be provided to the Board by a properly appointed authority*.

FINE SCHEDULE – APPROVED BY THE BOARD OF MANAGERS ON 5/1/2018

- 1st violation: A courtesy letter will be mailed or sent electronically via e-mail.
    - *The Board's expectation is upon notification, the offense will cease immediately or within the stated timeframe in the notification. There may be circumstances where a fine will be assessed on a 1st offense.*
- 2nd violation: A $50 fine (or an amount determined by the Board) will be assessed.
- 3rd violation: A $100 fine (or an amount determined by the Board) will be assessed.
- Subsequent violations: If the offense continues the homeowner will fined $100 per episode or per week until the offense has been stopped or corrected.

Repeated instances of the same violation:

Any owner/resident with same or similar repeated violations, the owner will be assessed at a higher rate. For example – an owner who rents their unit is expected to follow the rental procedures. In the event these procedures are not followed by an owner who has received a previous violation notice, the fines will be assessed a double the rate.

* Some violations are more problematic than others. Owners will be expected to correct those violations immediately. For example: Performing work to any exterior part of any building on the property without approved variance. Other examples include not cleaning up after one's pet or smoking under someone's window, both of which present potential health hazards to others.

** Any egregious violation of the Declarations, By-laws or Rules and Regulations.

RECREATIONAL FACILITIES

Clubhouse (approved Jan 2012)

The clubhouse is available for rent by owners/tenants for parties or social gatherings. Commercial ventures for profit are not allowed. Reservations will require a rental fee and a security deposit. The security deposit will be refunded if there is no damage, no violations, and the Clubhouse is returned to its original condition immediately following the function. The owner/tenant must be present during the entire function; otherwise, the security deposit may not be refunded. Any homeowner who is behind on their monthly association fees or has fines on their account is not allowed to rent the clubhouse.

The initial charge to rent the clubhouse is $300, consisting of:

- $150 rental fee (refundable if the event is canceled at least 7 days in advance.)
- $150 security deposit (refunded 2-4 weeks after the event if there is no damage, violations of extra cleaning.)

To reserve the clubhouse, owners/tenant must complete and sign the Clubhouse Rental Contract along with a $300 check made out to Brighton Eastbrooke to Kenrick Corporation, 3495 Winton Place, Rochester NY 14623. Renters may call Kenrick 3-4 days after submitting the contract to confirm it has been received. Reservations are not confirmed until payment is received. Swimming pool use is not included with the Clubhouse rental. Additional charges may apply for overtime, staff moving items, damage, violations, or extra cleaning, as outlined in the Clubhouse Rental Contract. Please review the full Clubhouse Rental Contract, available on the Eastbrooke website (the PDF titles “Clubhouse Rental Agreement”) for all additional details, terms and rules governing the use of the clubhouse.

Brighton Eastbrooke Pool Rules - 2026

Pool Season: Memorial Day Weekend – Labor Day Weekend.
Pool Hours: (Sunday – Thursday) 10AM – 8PM, (Friday – Saturday) 10AM – 9PM.
Subject to change according to weather, air quality, pool staff availability, pool maintenance issues, water quality, NYS/Monroe County Pool Regulations, etc.

Rules & Regulations of Swimming Pool

- Any condominium owner with an outstanding balance on their association account forfeits the use of the Pool, Clubhouse & Tennis Courts until the account is paid in full. Forfeiture includes use of amenities by owner, owners’ family, residents, tenants, etc.
- When a lifeguard is not available to work, the pool will be closed and use of the pool is NOT permitted. Updates on the pool’s status will be sent via email from Kenrick Corporation, as well as, a sign posted near the pool entrance.
- Lifeguards are there to protect the safety of the pool users and are certified in lifeguarding, first aid, and CPR/AED.
- Direction from the lifeguards must be obeyed at all times. The lifeguard on duty has the authority to enforce pool rules and regulations including asking violators to leave the pool for a period of time or revoking pool privileges.

(Continued onto page 16)

- When a whistle is sounded, all swimmers will pause to understand the reason for the whistle. Three continuous long blows on the whistle indicated everyone must leave the water immediately!
- Only residents and their guests may use the pool. Owners that tent out their condominium, forfeit the use of the pool to their tenant. Tenant may use the pool as long as the landlord has provided an active signed lease & required lease addendum to the management company and has no outstanding balance on their account.
- Guests are limited to four (4) per condominium. Residents must accompany guests to the pool and remain with them the entire duration of their pool visits.
- Pool parties are not allowed and pool use is not included with the Clubhouse rental.
- Each swimmer must provide proper swimming attire and towel. Cut off pants or shorts are not allowed in the pool. See below for pool attire requirements.
- No one with an infection or contagious disease will be admitted to the pool (i.e. Covid, Flu, boils/burns, pink eye, skin infections, hand/foot/mouth disease, open wounds/sores, etc.) Band-aids, adhesive tape or other bandages must be removed before entering the pool unless these items are waterproof and will not lift off in the water, around the pool deck or anywhere inside the gates of the pool areas or bathrooms. These MUST only be covering a healing closed wound that has no openings in the skin.
- DO NOT USE POOL if experiencing temporary or constant known GI or bladder disease, condition, or issues that may cause uncontrollable or involuntary urinary/bladder or fecal/bowel incontinence.
- Any discharge or urine, fecal matter or bodily fluids – the pool will immediately close for the remainder of the day or until proper cleaning/disinfecting can be achieved.
- Swim diapers must be worm by children not potty trained. No regular diapers (child or adult) are permitted in the pool.
- Shower thoroughly (Pool bathrooms have showers), before entering the pool if you use any lotions or oils, Lotions or oils (tanning, body, hair, etc.) cannot be worm in the pool; they cause the water to become murky. The pool must be closed when the water is not clear.
- Long hair and air items like bands, bobby pins, barrettes, clips etc. easily clog the skimmers and filters. Make sure your hair is secured properly when entering the pool.
- All individuals must demonstrate their swimming ability to the satisfaction of the lifeguard in charge, when requested, in order to be allowed in the deep end of the pool, without exceptions.
- Children under the age of 18 years are to be accompanied by an adult who must stay at the pool with the children. A child care provider at least 18 years old, a resident's family member at least 18 years old, or any Eastbrooke resident at least 18 years old may serve as the responsible adult, upon written parental permission from the Eastbrooke Resident.
- Any child who cannot swim must be accompanied into the pool and remain within arm's length of an adult who is able to swim.
- An adult swim time will be at the discretion of the lifeguard, based on interest. Adults are considered 18 years or older.
- The lap lane is reserved for those swimming laps or doing water exercise, in that order.
- Use of pool toys: Floaties, pool noodles, etc. are at the discretion of the lifeguard.
- No extended breath holding or voluntary hyperventilation is allowed in the pool.

(Continued onto page 17)

- No diving, jumping, running, horseplay, spitting, splashing or yelling will be tolerate in the pool area.
- No smoking, obscene or offensive language, fence climbing or disruptive behavior will be tolerated within the pool area.
- No pets are allowed in the pool area, no exceptions
- No alcohol, no glass containers, no food, no gum allowed in the pool area.
- Non-alcoholic beverages are allowed in metal, paper or plastic containers.
- Cover lounges with a towel to avoid discoloration/staining from swimwear or lotions.
- Sanitizing spray and paper towels are available from the lifeguard. Feel free to clean your lounge and area at any time.
- Remove all items and trash when leaving the pool area!

If you have any concerns, please contact or leave a message for the Superintendent or Property Manage at 585-424-1540. They will discuss your concern and/or be able to explain the reasoning regarding the pool rules and regulations.

DAILY DISCIPLINE PROCEDURE:
1st Offense: Explain wrongful action.
2nd Offense: Explain wrongful action and consequences.
3rd Offense: Individual(s) out of the pool for 15 minutes (Call 911 if needed)
4th Offense: Individual(s) cannot swim for the remainder of the day (call 911 if needed)
Disciplinary actions are at the discretion of the lifeguards on duty and may or may not follow the disciplinary procedure depending on the severity of the offense without warning.

POOL PRIVILEGE IS AT THE DISCRETION OF THE BOARD AT ANYTIME.

Swimming Attire

Eastbrooke owners and guests will not be allowed to swim unless properly attired in swimming suits.
Specific Considerations:

- Anyone, child or adult, needing incontinence or regular diapers, MUST use swimming approved, disposable diapers underneath swimwear.
- Brightly colored swimsuits are recommended for easier visibility.
- Fitted t-shirts or leggings can be worn under swimsuit in approved fabrics.
- Swimsuits made of chlorine-resistant materials like Lycra, Nylon & Polyester or PBT (polybutylene Terephthalate).

Examples of Appropriate Swimwear:

- One-piece swimsuits
- Bikinis
- Tankinis
- Burkinis (to accommodate personal belief lifestyle)
- Swim Shorts/Trunks
- Board shorts over top of swim undergarments
- Rash guards
- Wet suits

(Continued onto page 18)

- Clean water shoes
- Swimwear must be clear and non-see-through
- Swimwear must be well-fitting and provide adequate coverage

Examples of Inappropriate Swimwear:

- Street clothes
- Cotton clothing (absorbent materials such as cotton can break down in the water and cause fibers to clog filters)
- Loose-fitting clothing
- Thong or G-string style swimsuits
- Underwear, undergarments, lingerie

Tennis Courts

Usage of tennis courts are on a first come/first served basis. If tennis courts become overcrowded, it will necessitate the use of a reservation board. Go to the pool and speak with a lifeguard or call Kenrick to get the code to the code lock on the tennis court.

Any homeowner who is behind on their monthly association fees or has fines on their account, is not allowed to use the tennis courts. Guests much be accompanied at all times by at least one owner/resident while on the tennis courts. Any and all violations and fees which occur while guests are using the tennis courts will be applied to the homeowner.

ANIMALS, SKATEBOARDS, BICYCLES, SCOOTERS, WAGONS, COOLERS, STROLLERS, LAWN FURNITURE/CHAIRS, RADIO/MUSIC, ALCOHOL, SMOKING AND OR LIKE IS NOT ALLOWED ON THE TENNIS COURTS.

Clubhouse Grill and Picnic Tables

The grill and picnic tables are provided for Eastbrooke owners/residents enjoyment whether they are using the other facilities or not. No glass containers or other breakables are permitted in the picnic area. All refuse is to be disposed of in the receptacles provided. Remember to clean the grill when finished. Any homeowner who is behind on their monthly association fees or has fines on their account, is not allowed to use the amenities.

Recreational Fires

NYS Fire Code Section F307.3 Prohibited open burning. Open burning that will be offensive or objectionable because of smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. Section §307.4 Location. The location for open burning shall not be less than 50 feet from any structure. Fire pits, outdoor chimneys, exterior heaters, or any device that has an open flame (that is not a grill) is not allowed at Eastbrooke. No fireworks of any kind are allowed.

ARCHITECTURAL CONTROLS
General

The Board recognizes the owners desire to improve their property through exterior modifications. Any addition, alteration, modification or change to the exterior of a building **must have approval from the Board before any work is undertaken, including dumpsters/ construction bags (updated 4/2022).** Requests must be submitted by the owner, consistent with the exterior composition and must be in keeping with the general style and appearance of Eastbrooke. They must not present a hazard of any kind.

Requests for exterior changes or modifications **must** be submitted to the Board of Managers on a Variance Request form available outside the maintenance shop or from the management company. Attach a sketch of the proposed changes with specifications, materials to be used and who will do the work. **All contractors who work within the Townhomes of Eastbrooke Condominium must provide proof of both General Liability and Workers' Compensation insurance. Possession of NYS Attestation from Workers' Compensation Insurance does not apply at Eastbrooke.** The Board of Managers has thirty days (30) to respond to the owner's variance request.

Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.

Any additions or alterations that are not approved will be removed and restored at the expense of the owner.

Possession of a Town or County permit does not waive the need for Board variance approval. Although the Board will not knowingly approve a project that is in violation of the Town or County building and/or zoning codes, the responsibility for compliance is solely that of the owner.

EXTERIOR MODIFICATIONS COMMON AREA

Front/Rear/Balcony/Storm Doors (approved July 2016)
Exterior of doors/sidelights/casings are NOT to be painted by the owner/resident. As of 7/2016 the on-site staff may no longer sand, scrape or paint original exterior man doors/sidelights/ casings due to the lead-based paint used at the time Eastbrooke was built. Replacement doors/sidelights/casings must have a final paint coat baked on at the factory when purchased/replaced, no primer only doors are allowed. White is the only color approved for front/rear/balcony/storm doors at Eastbrooke. Exceptions must be approved by the Board of Managers upon review.

Kitchen Windows: (approved August 2012)
Kitchen sliding windows may be replaced with a sliding window, a double hung or casement style window. Window must be white vinyl. Approved variance is required. Windows are NOT to be painted by the owner/resident.

Satellite Dishes: (updated Jan 2011)
An approved variance request is needed to have a satellite dish installed. A satellite dish may ONLY be installed in **RESTRICTED COMMON AREAS** (i.e. patio/balcony). All wiring must be placed beneath the siding or buried underground; no wiring can be exposed. Owner/resident must have the satellite dish, pole and all connections removed before the end of their residency at Eastbrooke. Any damage to the building from dish or wiring is the owner's responsibility to have repaired.

Ramps: (updated Sept 2020)
Exterior ramps of any kind require a Board approved variance prior to installation. Owner/resident must have the ramp and all related material removed before the end of their residency at Eastbrooke. Any damage from ramp is the owner's responsibility to have repaired.

Exterior light bulbs color: (updated Feb 2021)
In a Condominium neighborhood, uniformity is key. Therefore, all exterior lighting bulbs in Common & Restricted Common areas must be white. No colored bulbs are allowed.

PLANTING, GARDENING AND LANDSCAPING (approved Sept 2026)

The Association owns all the landscaping and is responsible for its maintenance. To balance the needs and desires of the entire community, the Board of Managers has developed the following guidelines for planting, gardening, and balcony/patio decoration.

A. Regulations for General Planting:

1. Existing shrubbery beds may not be expanded in any way.

2. Low growing annual flowers may be planted in existing shrubbery beds around trees in courtyards and annuals planted around the trees should be accent plantings only and should not exceed one (1) ft. in heights and two (2) ft in radius.

3. Owners/residents are responsible for maintaining flowers they have planted.

4. Bushes, trees, shrubs and perennials of any kind may not be planted without an approved variance from the Board of Managers.

5. Plants, shrubs and trees owned by the Townhomes of Eastbrooke must not be trimmed. Arborvitae and other association owned plantings may be removed by the maintenance staff with an approved variance. Owners/residents are responsible for all costs associated with the removal of shrubs. The owner may choose to leave the area open with grass from maintenance, plant bushes or install a privacy fence at the owner's expense, with an approved variance.

6. All trees, shrubs and bushes owned by the Townhomes of Eastbrooke will be pruned, mulched and fertilized by staff or an appointed contractor. Residents are not, under any circumstances, to interfere with these crews.

7. No vegetables of any kind may be planted in the ground. Vegetables may **only** be planted in pots and placed on patio and balconies, not on steps, stoops, sidewalks, or common areas.

8. Removal or alteration of any common area or landscape feature **without** a signed variance from the Board of Managers is not permitted. Owners/residents will be held responsible for all costs incurred in restoring the landscape or common area to its original form.

9. **The Board of Managers reserves the right to remove plantings which violate these regulations and/or detract from the overall appearance of Eastbrooke, at the owners expense.**

B. Regulations for Decorative Articles in Gardens, Yards, Stoops and Balconies:

1. In choosing garden decorations, owners/residents are asked to consider the size of the shrubbery beds and select accordingly. Garden decorations should be confined to the existing beds and should not exceed over two (2) ft in height, larger items require an approved variance from the Board of Managers.

2. Free standing shepherd's hooks and trellises are permitted in shrubbery beds, on patios, and balconies. Hanging flower baskets and objects of any kind are not to be hung from light poles or trees. No object of any kind may be attached to any part of the building. This includes, but is not limited to: trellises, shepherd's hooks, hanging baskets, flagpoles, garden hoses, brackets or hooks of any kind.

3. On stoops, flowerpots are permitted provided that they do not block entrances to units. The pots plus plants should not exceed three (3) feet in height. Planters must be kept in good repair. Owners/residents are responsible for any damage to concrete caused by pots.

4. On balconies, flower boxes are permitted provided that they are bracketed on the inside of balcony rails and face inward. Flower boxes or other objects may not be placed on top of or outside balcony rails. No object of any kind may be suspended from balconies.

5. On stoops, garden type benches or decorative chairs may be placed which serve only one unit, provided that they do not block entrances. Permanent benches or chairs are not permitted on stoops serving more than one unit.

6. All garden decorations **must** be removed by November 15th each year.

7. **The Board of Managers reserves the right to remove garden decorations which violate these regulations or detract from the overall appearance of Eastbrooke.**

RESTRICTIONS:

1. Town of Brighton regulations prohibit the placement of objects which obstruct the comings and goings of residents and maintenance staff, provides concealment for potential burglars and felons, or interfere in any way with police, fire, medical, and other emergency operations.

2. No object of any kind may be attached to any part of the building. This includes, but is not limited to: trellises, shepherds hooks, hanging baskets, flagpoles, garden hoses, brackets or hooks of any kind.

3. No flags, signs, banners, towels, sheets or advertisements (except For Sale sign*) maybe hung in any window of any unit. See By-Laws*

4. Only American flags may be displayed in accordance with the US flag code. Section (1 Title 4 of the US Code (4 U.S.C subsection 1 et seq). The flag may not be attached to any building in any way.

5. Birdfeeders, birdhouses, bird baths, doghouses and the like are not permitted as they attract or could provide shelter for undesirable rodents. NO FEEDING OF WILDLIFE; including but not limited to: birds, chipmunks, rabbits, deer, geese, etc. Do not leave food/scraps outside for animals (Updated 4/2021).

6. Wind chimes are not permitted in areas where they might disturb other residents. Lawn furniture, portable grills, picnic tables, toys, bicycles, scooters, children's pools, sporting equipment, gardening tools, hoses and the like must be removed from the common areas when not in use.

7. No composting of any kind shall be allowed anywhere on Eastbrooke property. This includes common and restricted areas.

8. No addition to the exterior lighting, (i.e. spotlights, rope lights, patio style lights, motion detectors, etc.) is permitted without an approved variance from the Board of Managers.

9. Video cameras/doorbells should ONLY be mounted on the front entry door or front entry door frame/trim with adhesive (no screws allowed) and require an approved variance from the Board of Managers. Doorbells are NOT to be placed on the siding. Video camera are not to be placed anywhere on the property without an approved variance. No type of video camera or doorbell is to be placed on the garage door. (updated 5/2021)

C. General Regulations for Exterior Holiday Decorations:

1. Christmas decorations may be displayed from Thanksgiving to January 6th. Other holiday decorations may be displayed for four (4) weeks prior to and two (2) weeks after the holiday in question. Decorations are allowed on stoops, balconies and front doors.

2. Holiday lights may also be placed on bushes and in trees near units. No colored bulbs are to be placed in exterior lighting fixtures or post lights.

3. Seasonal decorations must adhere to the following three-month timeframes below and must be taken down by the end of the third month. Decorations are allowed on stoops, balconies and front doors.

    - Spring: March – Mary
    - Summer: June- - August
    - Fall: September – November
    - Winter: December - February

4. Decorations are NOT permitted in the following areas: driveways, sidewalks, outside light poles, exterior walls, garage door or roofs. Decorations are not be suspended from balconies or attached to buildings.

5. Free standing yard decorations (Santa Claus, animal statues, inflatable items) are not allowed in any location in the complex.

6. Wind chines are not permitted in areas where they might disturb other residents. Lawn furniture, portable grills, picnic tables, toys bicycles scooters, children's pools, sporting equipment, gardening tools, hoses and the like must be removed from the common areas when not in use.

7. No composting of any kind shall be allowed anywhere on Eastbrooke property. This includes common and restricted areas.

8. No addition to the exterior lighting, (i.e. spotlights, rope lights, patio style lights, motion detectors, etc.) is permitted without an approved variance from the Board of Managers.

9. Video cameras/doorbells should ONLY be mounted on the front entry door or front entry door frame/trim with adhesive (no screws allowed) and require an approved variance from the Board of Managers. These items are NOT to be placed on the siding. Video cameras are not to be placed anywhere on the property without an approved variance. No type of video camera or doorbell is to be placed on the garage door.

VIII. HOUSE RULES – taken from the 1998 By-laws

In addition to the other provision of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Homes and the conduct of all residents thereof.

(a) All Homes shall be used for single family residence purposes only, as such term is defined in the Declaration.

(b) Owners of Homes shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The common elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Owner or any member of the Owner's family or any person residing in the unit owned by the Owner, whether as a tenant or otherwise, or such other person for whose conduct he is legally responsible.

(e) Every Owner must perform promptly all maintenance and repair work to his own home which, if omitted, would affect the Common Areas or any units owned by other Owners. Failure to do so will make the Owner responsible for any damage sustained by the Condominium as a whole or the Common Areas or other units by virtue of the failure to perform such maintenance and repair.

(f) All the repairs to the internal installations of the Home located in and servicing only that Home, such as gas, power, telephones and sanitary installations, shall be at the Owner's expense.

(g) No Owner shall make structural modifications to the Home or other alterations which would impair the structural soundness of the Home without the written consent of a majority in common interest of the Homeowners. Consent may be requested through the management agent, if any, or through the President of the Board of Managers, if no management agent is employed. The Board shall have the obligation to answer within thirty (30) days, and a failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(h) No balcony or patio shall be enclosed, decorated or covered by awning or otherwise without the prior written consent of the Board of Managers or Managing Agent.

(i) No Owner shall paint the exterior surfaces of the windows and doors opening out of his Home.

(j) No person shall park a vehicle or otherwise obstruct any Owners use of or ingress or egress to a private garage or restricted parking space.

(k) *(* See update in Parking section above)* No person shall lease his designated parking space except to another Owner, or lessee of his Home.

(l) Balconies and patios shall be kept free from snow, ice, water, and the Owner shall not paint the balcony or affix objects to any kind of its walls, or store objects thereon.

(m) The drives, sidewalks and courtyards shall not be obstructed or used for any other purpose other than ingress to and egress from the Homes, nor shall objects be left or stored in the common areas.

Property left in common areas or obstructing drives and/or walkways will be confiscated and held at the Maintenance Shed. If the property is not claimed within two weeks (14 days) of the time it was confiscated, it will be subject to disposal. (November 2026)

(n) No article shall be hung or shaken from the windows or balconies or placed upon exterior wall sills.

(o) Each Owner shall keep his Home in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substances.

(p) No awning, radio or television antennae shall be attached to or hung from the exterior of the building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, nor shall anything be projected from the window of any Home without similar approval.

(q) Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

(r) No Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Home any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

(s) A minimum temperature of 55°F shall be maintained in each Home at all times so as to prevent damage to common facilities servicing other Homes in the same building.

(t) No boats, trailers or other sport vehicles shall be parked or stored within the community at any time.

(u) *(* See update in Parking section above)* The maximum speed limit permitted upon the streets and drives of the Community shall not exceed the rate of 15 miles per hour.

(v) If any key or keys are entrusted by an Owner or by any member of his family or by their agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the Managing Agent, whether for such Owner's Home or an automobile, trunk or other item of person property, the acceptance of the key shall be at the sole risk of such Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(w) All radio, television or other electrical equipment of any kind or nature installed or used for each unit shall fully comply with the rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Home.

(x) No Owner shall make or permit any disturbing noises in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's Home between the hours of twelve o'clock midnight and the following seven o'clock a.m., if the same shall disturb or annoy other occupants of the building and in no event shall practice or suffer to be practice either vocal or instrumental music between the hours of ten o'clock p.m. and the following nine o'clock a.m.

(y) Water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbing, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closet toilets or other apparatus in a Home shall be repaired and paid for by the owner of such Home.

(z) No occupant of the building shall send any employee of the Board of Managers or of the Managing Agent out of the Buildings on any private business.

(aa) The agents of the Board of Managers of the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Home in the building at any reasonable hour of the day for the purpose of inspecting such Home for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(bb) The Board of Managers or the Managing Agent may retain a pass-key to each Home. The Owner shall not alter any lock or install a new lock on any door leading to his Home without the written consent of the Board of Managers or the Managing Agent. If such consent is given, the Board of Managers or the Managing Agent shall be provided with a key.

(cc) The Board of Managers or the Managing Agent may, from time to time, curtail or relocate any portion of the common elements devoted to storage or service purposes

(dd) Complaints regarding the service of the building shall be made in writing to the Board of Managers or to the Managing Agent.

(ee) Any consent or approval given under these rules and regulations may be added to, amended to or repealed at any time by resolution of the Board of Managers.

(ff) Clothes and other articles shall not be dried or aired on the roof or on or from a balcony.

(gg) Owners will faithfully observe the following procedures with respect to the storage and collection of garbage and refuse: (i) no bundles or boxes or garbage or refuse shall be stowed on or about the exterior of the Community or in the common areas; and (ii) garbage shall be disposed of in covered metal or plastic containers stored within the Home except on regular collections days, as directed by the Board of Managers.

(hh) Garage doors shall be kept closed when not in actual use.

(ii) Check for gas leaks in your unit. If you suspect a gas leak, call RG&E.

The chart, on the following page, is not intended to be all inclusive, but rather to give examples of the most common maintenance questions. Owners have a responsibility to maintain their unit according to Eastbrooke standards.

MAINTENANCE RESPONSIBILITIES

	OWNER RESPONSIBILITY	EASTBROOKE RESPONSIBILITY
Interior Maintenance		
1. Painting, appliance repair, repair/replace furnace, air conditioner, water heater, plumbing fixtures.	X	
2. Utility pipes, lines that are located in a common element or service more than one unit		X
3. Utility pipes, lines that are located within the home and do not service more than one unit (including exterior furnace vents)	X	
4. Fireplaces/wood burning stoves: annual inspection and cleaning. Proof of cleaning must be submitted to the managing agent by October 31st.	X	

Exterior Maintenance

	OWNER RESPONSIBILITY	EASTBROOKE RESPONSIBILITY
1. Outside unit light fixtures:		
(a) Door	Maintain & Replace bulb	Replace fixture
(b) Garage	Maintain & Replace bulb	Replace fixture
(c) Patio	Maintain & Replace bulb	Replace fixture
2. USPS Mailbox		Replace/repair
3. House numbers		Replace/repair
4. Balcony/Deck (Updated 8/2022)	Maintain, repair, replace decking, underside, railings, only indoor/outdoor all-weather carpet for balconies - gray/brown	Painting of balcony to match siding deck, railings, support structures (posts & cantilevers) (no staining)
5. Doors:		
(a) Garage	Maintenance, weather-strip. Repair & Replace (color match to siding)	Paint only
(b) Front & Rear doors	Maintenance, weather-strip, Repair & Replace	Paint only (cannot paint original doors due to lead paint)
c) Refuse Storage Closet (double doors)	Maintenance, Repair & Replace	Paint Only
6. Windows/Glass	Repair & Replace cloudy, fogged and/or damaged glass	
7. Dryer Vent	Clean from dryer to exterior wall/roof vent, Repair, Replace	Clean exterior wall vent only. Install vent screen

SALES AND RENTAL OF UNITS

SALES: Prior to selling or renting a unit, carefully read Article XI of the By-laws.

Display of "For Sale/Sold" signs are permitted in the common areas or in windows on Saturdays, Sundays and holidays, only. Failure to comply with this regulation will result in fine for each infraction.

Certificate of Compliance, Effective April 2009: Before you sell your unit, you must be up to date with the current Rules and Regulations. You will need an approved **certificate of compliance** stating that all windows, doors, decks, fences, etc.… are in compliance with Eastbrooke standards.

Rentals: Effective September 1, 2020: Renters may not have dogs in their unit with the following exceptions:

- Current renters who already have dogs will be grandfathered in until the demise of the animal or the animal no longer resides at the condominium.
- Any renter who supplies documentation* that a dog is needed as a Service Dog, Therapy Dog, Emotional Support Animal (* documentation must be provided to the Board by a properly duly appointed authority) will be allowed to have a dog.

If you wish to rent your unit to another individual*, landlord's Eastbrooke account must be paid in full and all leases must be for a minimum of 12 consecutive months*. Owner must send a copy of the proposed lease to the Board of Managers giving the Condominium the right to rent it first on the same terms and conditions. This lease must include the Lease Addendum that is available from the management company, Kenrick Corporation. Failure to comply with this requirement will result in a fine and a lease that is voidable at the election of the Board. Owners must provide renters with a copy of the Rules and Regulations, as all renters are subject to all the Rules and Regulations. Renters must sign a form stating they have a copy of the Rules and Regulations. The lease and addendum form must be turned in to the management office by the owner within ten (10) days of tenancy. *Upon start of rental of condominium and for duration of the condominium rental, landlord and tenant agree the landlord relinquishes their rights to use the pool and tennis courts to the tenant.*

Pursuant to amendment to the By-Laws for Phase I and III (Units 402-426, 748-972 & all odd number units)
11.3 No Homes in the Condominium may be leased during an Owner's first two years of ownership. Owners who were leasing their homes as of May 1, 2005, may continue to lease their homes subject to the requirements herein, as long as they own them. Board of Managers approval of any lease of a home is required before a lease may be executed.

Pursuant to amendment to the By-Laws for Phase II (Units 428-746)
11.3 No Homes in the Condominium may be leased during an Owner's first two years of ownership. Owners who were leasing their homes as of July 1, 2005, may continue to lease their homes subject to the requirements herein, as long as they own them. Board of Managers approval of any lease of a home is required before a lease may be executed.

NEW 2/2022 – Landlords are responsible for putting out refuse/recycling on the Wednesday evening after 6 pm or by 7 am Thursday morning for collection, that is left by a vacating tenant. Vacating tenant may not put out refuse/recycling for collection days before or on the day they vacate the property. When the items are as large (i.e.furniture), a special pick-up needs to be arranged with the vendor. *Contact Kenrick Service Coordinator (585-424-1540), for refuse company phone # & required information*.

EASTBROOKE LEASE ADDENDUM
this document must be ADDED to your lease

LANDLORD _____

TENANT_____

ADDRESS _____ EASTBROOKE LANE

ORIGINAL LEASE: TERM _____

BEGIN _____, END _____

All leases must be for a minimum of 12 consecutive months.

The Landlord and Tenant agree to add the following provisions to the above specified lease. These provisions shall remain throughout the term of said lease and any renewals thereof.

1. Landlord and Tenant acknowledge that the leased premises are part of the Townhomes of Eastbrooke Condominiums. Eastbrooke is intended to be a community of resident owners. Rentals are permitted as specified in the By-Laws. *Owner's Eastbrooke account must be paid in full and all leases must be for a minimum of 12 consecutive months*. The Board has an obligation to enforce the By-Laws and Rules & Regulations in a fair and consistent manner with regard to all owners, whether they reside at Eastbrooke, or rent their property to nonowners. Owners who rent their property are responsible for their tenants, and failure to comply with the By-Laws and Rules & Regulations of Townhomes of Eastbrooke Condominium by a renter will be considered by the Board to be non-compliance by the owner.

2. Landlord's right to lease and Tenant's right to use and occupy the Premises shall be subject and subordinate in all aspects to the provisions of the Declaration and By-laws of the Condominium, and the Rules and Regulations. Failure to comply with the provisions of the Rules and Regulations shall constitute a material breach of this lease.

3. In the event of a material breach of the lease as determined by the Board of Managers with written notification to the Tenant and the Landlord, the Landlord shall take immediate steps to correct said breach. If after 10 days from receipt of said notice the breach has not been corrected, as determined by the Board of Managers, then the Landlord shall take immediate steps to evict the Tenant from the Premises. In the event the Landlord fails to take action to evict the Tenant, then the Board of Managers may take whatever action necessary to evict said Tenant. Any costs incurred as a result of Board's action, including but not limited to attorney's fees, shall borne by the Landlord. Failure of the Landlord to pay such costs will result in a lien being placed against the subject unit.

EASTBROOKE LEASE ADDENDUM (continued)

4. This lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Lessor's rights to use the common elements and common facilities of Eastbrooke Condominiums (excluding without limitation membership rights in the unit owners associations) provided that Tenant and Tenant's family, permittee, licensees, employees and agents exercise such license in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations.

5. Landlord and Tenant shall be jointly and severally liable for any damages directly or indirectly incurred by the Townhomes of Eastbrooke as a result of the noncompliance by Tenant and/or Landlord with the provisions of the Declaration, By-Laws, Rules and Regulations or any other covenant of this lease.

6. Upon start of rental and for duration of the rental, landlord and tenant agree the landlord relinquishes their rights to use the pool and tennis courts to the tenant.

DATE _____ LANDLORD _____

DATE _____ TENANT(S) _____

TENANT(S) _____

TENANT(S) _____

LEASE ADDENDUM (continued**)**

ADDRESS _____ EASTBROOKE LANE

LANDLORD _____

ADDRESS _____

_____

LANDLORD PHONE: HOME _____ WORK _____

EMAIL ADDRESS_____

ALL TENANT(S) NAMES_____

_____
All tenants/residents' names must be included on this document, including children.

TENNANT PHONE: HOME _____ WORK: _____

EMAIL ADDRESS: _____

We (I) have received a copy of the Townhomes of Eastbrooke Rules and Regulations.
We (I) have read them, understand them, and agree to abide by them as presented.

TENANT(S) _____ DATE _____

TENANT(S) _____ DATE _____

TENANT(S) _____ DATE _____

LANDLORD_____ DATE _____