

EGMONT PARK CONDOMINIUM

54-76 Egmont Street & 316-330 St. Paul Street
Brookline, MA 02446

OWNER & RESIDENT
INFORMATION GUIDE

September 2002

BOARD OF TRUSTEES

Marc Greenglass, Anthony Tam, Lucia Berman-Rossi, Martin Anderson, Stephen I. Yellin

Egmont Park Condominium Trust is governed by a Board of Trustees which is responsible for the general administration of the affairs of the condominium. The members meet at mutually convenient times as is required for the proper administration of Egmont Park.

MANAGEMENT COMPANY

Main Street Realty
15 Brook Street #5
Medfield, MA 02502
Property Manager: Susan Zappone

508-359-6622
508-359-5346 Fax

Requests for repairs and service should be made between the hours of 9:00 a.m. and 5:00 p.m. by calling the Main Street Realty office.

To report after hours emergencies such as floods, no heat, or no common area electricity, please call Main Street Realty at 508-359-6622. You will be given an emergency beeper number. Dial the beeper number given. After you hear the signal, enter your telephone number followed by the pound sign (#) and your call will be returned as soon as possible.

Any complaints regarding the service or maintenance of the building should be made in writing to the management company or to the Board of Trustees.

For any problems within a unit, the tenants should call whomever they pay their rent to, as the management company does not manage the inside of the units.

OWNER AND RESIDENT INFORMATION GUIDE

The Egmont Park Condominium "Owner and Resident Information Guide" was prepared for the sole purpose of furthering and maintaining the peaceful residential community of the Egmont Park living environment.

This guide was written to complement the Master Deed and Declaration of Trust as registered in the Norfolk County Land Registration Office, Dedham, Massachusetts and the "Administrative Rules and Regulations".

Egmont Park Condominium Trust is a residential condominium community of 90 units located at 54-76 Egmont Street and 316-330 St. Paul Street, Brookline, Massachusetts.

This Owner and Resident Information Guide is designed to inform both the residents and owners of the rules contained in the Association By-Laws for the peaceful existence of those living at Egmont Park Condominium.

MEETINGS OF UNIT OWNERS

A meeting of all unit owners is held annually in the month of November. Sufficient notice of time, location, and date will be given in accordance with the By-Laws. Additional meetings may be called at the discretion of the Trustees or upon a petition signed by one third of all unit owners.

CONDOMINIUM FEE

The common expenses of the condominium are set, at least annually, by the Board of Trustees. Each unit owner's monthly condominium fee is set according to the percentage ownership of the common areas and facilities of each unit as set forth in the Master Deed.

Condominium fees are due on the first day of the month. Please mail all condominium fees and other assessments to the **Egmont Park Condominium Trust** in care of Main Street Realty, 15 Brook Street #5, Medfield, MA 02502.

SECURITY

The protection of our property and of each other is of the utmost importance. Please be mindful of your neighbors and of the building in general.

- * Use your intercom to identify visitors. **Do not let anyone you do not know into the building**, even if an individual tells you that he or she is going to visit someone in the building. Ask utility company or other service personnel for identification.
- * Make sure the front and back doors close behind you. Notify the management company **immediately** if the doors are not latching securely.
- * **DO NOT PROP THE FRONT AND BACK DOORS CLOSE BEHIND YOU.** If you notice any doors open, please close them. (See schedule of fines.)
- * If you change your locks, please notify the management company and/or the Trustees. Also, please be sure to give a set of keys to a neighbor or relative for access to your unit in case of an **emergency**. Main Street Realty does not have keys to every apartment and does not provide lock-out service.
- * Lost or stolen keys (front door or unit keys) should be reported to the management company immediately.
- * First floor residents should be particularly careful about securing their units. Remember that access through a first floor window provides access to the entire building.
- * Your personal property should be insured against fire, theft, and water damage. The building insurance does **not** cover personal property.

SAFETY

In the event of an emergency, please call the management company or one of the Trustees first unless the emergency is a life-threatening situation.

- * It is strongly recommended that you have a fire extinguisher in your unit.
- * The sidewalks, entrances, driveways and lobbies must **never** be obstructed in any way. Articles or other personal equipment may not be left in the back or front hallways or stairs. (See schedule of fines.)

Please report any safety hazards to the management company.

LAUNDRY ROOM

A coin operated laundry room is in the basement of 66 Egmont Street for your convenience. If any of the machines malfunction, please notify the management company, identifying the malfunctioning machine by number and type (washer or dryer).

Please keep the laundry room clean and neat as a courtesy to other residents.

ROOF

In 1988, a new roof was installed at Egmont Park Condominium. It was **not** designed to accommodate sunbathers or sightseers. Therefore, **the roof is off limits**, except in the case of life threatening emergency. In order to maintain the warranty and extend the life of the new roof, access to the roof is prohibited. Penalties will be assessed to those not obeying this request. (See schedule of fines.)

TRASH

Please package your trash in sturdy, **well fastened** plastic bags before placing them in either of the two dumpsters located behind the building in the parking area.

There is no recycling provided by Egmont Park Condominium and therefore no cans, bottles, newspapers, etc. should be left on the sidewalks or in the back halls.

Disposal of construction materials, furniture or any other large items are the responsibility of the unit owner or tenant. Disposal of appliances, such as stoves or refrigerators are also the responsibility of the unit owner or tenant. If such items are left in the common areas, **the management company will arrange for their removal without notice at the expense of the owner who is responsible.** Storage of any items, even temporarily, without prior notice to and permission from the Trustees or management company is prohibited. (See schedule of fines.)

All items left in front or back hallways are deemed to be abandoned and will be thrown out without notice. The cost of said removal will be levied on the unit owner and/or the tenant. (See schedule of fines.)

PARKING

The parking area is located behind Egmont Park Condominium is private parking. Anyone found parking in this area without a valid parking permit will be towed. Egmont Park Condominium uses BROOKLINE TOWING Company located in Allston. Their telephone number is 617-566-8531. The Association and the Management Company may not be held responsible for any damages that may occur while parking in this area.

MAILBOXES

It is the responsibility of the tenant to place his/her name on the mailboxes.

UNIT ALTERATIONS AND REPAIRS

Alterations or repairs within the units must be performed under the supervision of the management company in order to protect existing building systems as well as to ensure compliance with building code and condominium By-Laws, etc.

Any damage to common elements caused by alterations or repairs to a unit will be charged to the unit owner. The responsibility for the daily clean-up of common area messes left by those employed by the unit owner will be the unit owners' responsibility. **Unit owners will be charged the cost of the clean-up or \$50.00, whichever is greater.**

RENOVATION / IMPROVEMENT TO UNITS

Owners may make changes to their units in the form of improvements or renovations under the following conditions as set forth in the Master Deed.

- 1.) Work must not affect loan bearing walls.
- 2.) A building permit must be obtained.
- 3.) Plans and specifications must be submitted to and approved by the Board of Trustees, prior to the application for the permits.

MAINTENANCE AND REPAIRS

Unit owners are responsible for the maintenance and repair of all appliances within their units as well as for electrical, plumbing, and heating repairs of facilities exclusively serving their units. In addition, any maintenance, repairs, and/or replacements necessitated by the negligence, misuse, or neglect of a unit owner or resident shall be paid for by the unit owner. This means that unit owners are responsible for any damage caused to the common areas (carpets, walls, etc.) by visitors, including individuals employed by the unit owners. If in doubt about your responsibility or liability, please consult your By-Laws or bring the matter to the attention of the management company.

NOISES AND DISTURBANCES

No unit owner or resident shall make or permit noxious, offensive, or disturbing noise in their unit or common areas, or permit any behavior which will interfere with the rights, comfort, or convenience

of any unit owner or resident at any time, day or night.

The 11:00 p.m. - 8:00 a.m. noise curfew is strictly enforced. Please take care to respect the rights of your fellow residents. Use discretion in playing stereos, televisions, and musical instruments at all times. Extra caution should be used between 11:00 p.m. - 8:00 a.m. Any problems with respect to noises or disturbances should be brought to the attention of the management company.

BICYCLE STORAGE

Bicycles are not to be stored in the front of the building, the laundry area, the basements or in **any** hallway. Bicycles left in these areas are left at the sole risk of the bicycle owner and may be removed without notice at owner's expense. (See schedule of fines.)

PETS

Only unit owners are allowed to have pets if approved by the Board of Trustees. Animal weight should not exceed 25 lbs. Tenants are **not** allowed to own pets at Egmont Park Condominium unless authorized by the Management Company. Cleanliness and noise control is the responsibility of the unit owner. Complaints from other tenants will be forwarded to the Board of Trustees and dealt with at scheduled meetings.

KEYS

To maintain the best possible security, know who has a copy of your keys. If the keys are lost or stolen, notify the management company and your landlord immediately.

LEASING

Owners leasing their units must notify management of the tenant's name as well as the unit owner's new address for billing purposes. Costs to repair any damage to the common areas as a result of moving will be charged to the responsible owner.

It is recommended that all leases state that the tenants are required to follow all governing documents of the Association. It is **strongly** advised that investors incorporate the Administrative Rules and Regulations as well as this guide as an addendum to their tenant(s) lease(s). It may prove beneficial to the investor over the long-term.

RENTALS

Egmont Park Condominium is a residential condominium which is partially owner occupied. Any unit may be rented subject to the following regulations:

- 1.) No unit may be leased for a period of less than 30 days.
- 2.) Tenants are subject to all Rules and Regulations in the Master Deed, By-Laws and owner/resident information guide. Acceptance of the regulations **must** be acknowledged by signing the acknowledgment form in the back of the guide. It is the **responsibility of the owner** to notify his/her tenant(s).

- 3.) A copy of each executed lease must be filed with the Board (c/o Main Street Realty) along with the compliance form.

ENERGY CONSERVATION

Heat is provided by one boiler located at 54 Egmont Street providing steam heat through radiators. It is controlled by a sophisticated device called a ‘Heat Timer’ that responds to outside temperature and other measurements. Heat and hot water are paid for by the Egmont Park Condominium Trust. As the heating costs increase, so may our common area fees. Please keep this in mind and do your part in conserving energy.

FINES AND PENALTIES

In order to maintain a clean, safe and peaceful living environment, certain fines and penalties will be levied to those who disregard certain rules and regulations. These include:

| | |
|---|------------|
| Roof Access ----- | \$100.00 * |
| Failure to comply with unit alteration and repair regulations ----- | \$50.00 |
| Damage to common areas: cost of repair or replacement of ----- | \$50.00 |
| Inappropriate disposal of trash or personal possessions ----- | \$50.00 |
| Damage or clean up caused by pet: cost of repairs and/or cleaning of ----- | \$50.00 |
| Failure to comply with noise regulations ----- | \$50.00 * |
| Leaving personal possessions / refuse or improperly storing bicycles, motorcycles in common areas, etc. cost of removal ----- | \$50.00 |
| Propping exterior (front or rear) door ----- | \$25.00 |

The Egmont Park Condominium Trust and Main Street Realty is held harmless against any claims for the loss of personal possession or refuse left on or attached to the common areas, at the risk of the unit owners, tenants, family, guests, etc.

* First violation warrants the penalty as documented. Each subsequent violation of the same category will warrant an additional penalty of \$25.00 to be sum totaled to the base amount described. These fines will be separately assessed to the violating unit.

ACKNOWLEDGMENT

ALL OWNERS AND TENANTS MUST SIGN THE FOLLOWING PAGES SIGNIFYING THAT THEY HAVE READ THIS GUIDE AND AGREE TO ABIDE BY THE RULES AND REGULATIONS OF THE EGMONT PARK CONDOMINIUM. FAILURE TO SUBMIT A SIGNED FORM WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT IS A VIOLATION AND UNIT OWNERS MAY BE FINED.

NEW OCCUPANTS AND/OR OWNERS MUST SIGN WITHIN TWO WEEKS OF OBTAINING OWNERSHIP AND/OR MOVING IN. SUBLEASING IS NOT AN EXCEPTION TO THIS RULE.

ALTERATIONS TO INDIVIDUAL UNITS

Unit Owner: _____

Unit #: _____

Start Date: _____

Finish Date: _____

Name and Phone # of Contractor/s:

Description of work to be done:

I understand that in accordance with the Rules and Regulations of the Egmont Park Condominium Trust I am responsible for any damage done to the common elements caused by alterations or repairs in my unit and that the responsibility for the daily clean-up of common area messes made by workmen in my employ is my responsibility.

Signature

Date

Please complete form and mail with contractor's insurance to:

Main Street Realty
15 Brook Street, #5
Medfield, MA 02052

TO BE COMPLETED BY TENANT(S): Each adult must sign below:

Agreement to Rules and Regulations of the Association

I, (print name(s)) _____, _____, _____,
the tenant(s) residing in Unit # _____ at _____ of the Egmont Park
Condominium, certify that I have been given a copy of the Egmont Park Condominium
Owner/Resident Information Guide dated September 2001 containing the Rules and Regulations of
the Association. I agree to abide by these rules during my tenancy. I understand that any violation
of the rules by me or my guests may be considered a breach of my lease and may result in an eviction
proceeding, imposition of fines, or other disciplinary action.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

OWNER / RESIDENT ACKNOWLEDGMENT FORM

Owner's name, address, and telephone #:

Proposed tenant(s) - give name of each adult, plus number and ages of children, if any:

Terms of proposed lease:

From: _____
Date

To: _____
Date

TO BE COMPLETED BY UNIT OWNER:

I, the unit owner of unit # _____ at _____ of the Egmont Park Condominium certify that I have given my proposed tenant(s) a copy of the Egmont Park Condominium Owner/Resident Information Guide dated September 2001 which contains the Rules and Regulations of the Egmont Park Condominium Trust. Adherence to these rules is a condition of my lease with the tenant(s). (No more than four unrelated persons may reside in each unit). I acknowledge my responsibility, as owner of the unit as well as common areas of the Condominium. I understand that under the By-Laws, I may be held responsible for fines imposed by the Board as a result of violations by my tenant(s) of rules, regulations, or provisions of the Master Deed and By-Laws.

Print Name

Signature

Date