

*EGMONT PARK CONDOMINIUM*

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

OWNER & RESIDENT  
INFORMATION GUIDE

2007

## **BOARD OF TRUSTEES**

Marc Greenglass, Anthony Tam, Sabra Mayfield, 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

508-359-6622  
508-359-5346 Fax

Property Manager: **Susan Zappone**  
**Email: susanmainstreet@verizon.net**

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 lockout 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/RECYCLING**

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. Any trash left outside the unit will be removed by maintenance and a fine will be assessed against the unit owner. (See schedule of fines)

As of June 1, 2005, the Town of Brookline has instituted a mandatory recycling program. We have placed recycling bins next to the dumpsters in the parking lot. Each bin is marked and easily accessible. Pick up days are Monday and Wednesday, weekly. We appreciate your participation in this program.

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)

### **BARBEQUES**

No barbeques are permitted in the unit or common areas. Any barbeques found on the premises will be removed and disposed of without any notice whatsoever. (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 ROBERT'S 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 \$100.00, 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 load-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. (See schedule of fines)

### **PARTIES**

See Rules and Regulations, Section D, for details and restrictions. Note that no beer kegs are allowed.

### **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, which authorization is seldom granted. 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. Keeping a pet in violation of the Rules will result in a fine being assessed. Each day the pet remains on the premises constitutes a separate violation. (See schedule of fines)

### **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(s) within 15 days of occupancy each time tenants change, as well as the unit owner's new address when an owner vacates, 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.

## **SMOKING**

At no time are the inside/outside front or back steps to be used for loitering and or smoking. Cigarette butts must not be thrown on **ANY** of the grounds of the property.

**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. The management company is authorized to assess the following fines:

Roof Access -----	\$500.00
Failure to comply with unit alteration and repair regulations -----	\$100.00
Damage to common areas: cost of repair or replacement of -----	\$50.00
Parties – Excessive persons-----	\$100.00
Keeping beer kegs-----	\$100.00
Inappropriate disposal of trash or personal possessions -----	\$50.00
Damage or clean up caused by pet: cost of repairs and/or cleaning of -----	\$100.00
Failure to comply with noise regulations (per complaint)-----	\$50.00
Leaving personal possessions / refuse or improperly storing bicycles, motorcycles in common areas, etc. cost of removal -----	\$50.00
Using a barbeque on the premises-----	\$50.00
Propping exterior (front or rear) door -----	\$25.00
Failure to notify management company of names of new tenants under a new lease	\$50.00

These fines are only guidelines.

**Note that in the event of blatant or extreme violations of the rules and regulations, as determined by the trustees, the trustees may assess fines that exceed the above.**

**The Egmont Park Condominium Trust and Main Street Realty are 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.**

**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 2006 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 2006 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

Files2006-Epcbook

**ADMINISTRATIVE RULES AND REGULATIONS OF THE  
EGMONT PARK CONDOMINIUM TRUST**

**Effective May 24, 2004**

- A. **COMMON AREA OBSTRUCTIONS**- Except as hereinafter expressly otherwise provided, there shall be no obstruction of the Common Areas and Facilities of the Condominium, nor shall anything be stored in the Common Areas and Facilities except in storage areas which may be designated by the Board of Trustees from time to time, without the prior written approval of the Board of Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.
- B. **COMMON AREA INFRINGEMENT**- Nothing shall be hung out of the windows nor placed upon the windowsills including speakers or televisions, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on or to the Common Areas and Facilities of the Condominium except in designated trash storage areas. All garden hoses or other such equipment left or placed outside of the building shall be of a green color.
- C. **UNIT MAINTENANCE**- Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purposes other than that, for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
- D. **PARTIES**- No Unit Owners shall make or permit any noxious or offensive activity or disturbing noises in the Units or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners. Towards this end:
1. Parties must be limited to 20 guests maximum. Unit Owners and their tenants are responsible for the behavior of all their guests and are liable for any property damages caused by irresponsible partygoers.
  2. Parties must be contained within the Unit and may not spill out into front or back hallways, alleyways, rear courtyards or front steps.
  3. At no time are the inside/outside front or back steps to be used for loitering and or smoking. Cigarette butts must not be thrown on any of the grounds of the property.
  4. Any party debris including broken bottles and cans in the common areas,

which pose a danger to people walking on the grounds, must be cleaned up immediately.

5. No beer kegs of any size are permitted in the premises.

E. **NOISE-** No Unit Owner shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker or other such device in such Unit between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Units, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music for more than two (2) hours in any day or between the hours of 6:00 p.m. and the following 9:00 a.m. No Unit Owner shall give vocal or instrumental instruction at any time.

F. **PROHIBITED MATERIALS-** No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

G. **PROHIBITED MATERIAL-INSURANCE-** Nothing shall be done or kept in any Unit or in the Common Areas and Facilities, which will increase the rate of insurance of the building or contents thereof, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Areas and Facilities, which will result in the cancellation of insurance, or increase in premiums therefore on the building or contents thereof or which would be in violation of any law.

H. **COMPLIANCE WITH FIRE SAFETY REGULATIONS-** All Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction and with the rules and regulations contained in any fire insurance policy upon the Condominium or the property contained therein. Tampering with the life safety equipment in the building is prohibited. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized by any Unit Owner or their Tenants without the prior consent of the Board of Trustees.

I. **DRAPERIES** – All draperies in every Unit, as well as any other hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board and may not be closer than one inch (1”) to heating units.

J. **REPORTING FIRES OR ACCIDENTS-** Damage by fire or accident affecting the Unit, or the Common Areas and Facilities, or the liability of the Unit Owners or the Association shall be reported to the Board of Trustees immediately following the occurrence thereof.

K. **EXTERIOR WINDOW TREATMENTS & LIGHTING-** No exterior shades, awnings, window guards or ventilators will be used in or about the Units, except such as shall have been approved by the Board of Trustees.

L. **SIGNAGE**- No sign, notice of advertisement, including “for sale” or “for rent” signs shall be inscribed or displayed by the Unit Owners except such as shall have been approved in writing by the Board of Trustees, nor shall anything be projected out of any window of any Unit without similar approval.

M. **TRASH DISPOSAL**- Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct. All items are to be placed in either of the 2 dumpsters at the rear of the property. When throwing garbage bags into the dumpsters, make sure to use a heavy-duty trash bag that is tied firmly to prevent garbage from spilling out, which causes rats, mice and raccoons to appear more frequently.

N. **ANTENNAS**- No radio or television aerial, or satellite dish shall be attached to or hung from the exterior of the Units without the written approval of the Board of Trustees.

O. **PARKING**- No vehicle belonging to a Unit Owner or to a member of the family or guests, tenants or employees of a Unit Owner shall be parked in such manner as to impede or prevent ready access to and from the parking areas, if any. Parking shall occur only in the designated parking spaces, if any. There is no public parking. All spaces are individually owned and may be rented by the Owner. Certain spaces are reserved and identified with a sign designating the unit it is associated with. Other unmarked spaces may be used by those with a valid permit issued by the management company. Each parking space is intended to be used for the parking of currently recorded and licensed private passenger cars in operational condition, and not for motorcycles, mopeds, trucks, boats, trailers or other vehicles or items except with the prior written consent of the Board of Trustees. No car washing is permitted at the premises, nor is any mechanical or body work permitted.

P. **COMMON AREA USAGE**- No use shall be made of Common Areas and Facilities except such as shall be permitted by the Board of Trustees. Except in areas designated as such by the Board of Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, sand boxes, bicycles, wagons, toys, vehicles, benches or chairs, or any other items of personal property on any part of the Common Areas and Facilities.

Q. **PARKING LOT MAINTENANCE**- After reasonable notice from the Board of Trustees, each Unit Owner shall remove his/her vehicle (s) from the parking areas for snow removal or maintenance purposes. Upon any Owner’s failure to so remove such vehicle (s), the Board of Trustees shall have the right to remove same. (Any Unit Owner who shall be absent from the premises during any 24-hour period during the winter months shall leave a set of vehicle keys with the Board of Trustees, in order that such vehicle may be moved for snow removal purposes.)

R. **PETS**- No animal, reptile or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities.

S. **HEATING DEVICES**-Wood and coal stoves or similar devices are prohibited.

T. **ASSUMPTION OF RESPONSIBILITY**-Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees and lessees.

U. **UNIT OWNER REPAIR OF COMMON AREAS**- Any maintenance, repair or replacement of Common Areas and Facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved by the Board of Trustees.

V. **TRUSTEE APPROVAL OR CONSENTS**- Any consent or approval given by the Board of Trustees under the Rules and Regulations may be added, amended, or repealed at any time by the Board of Trustees.

W. **CONFLICTS**- The trustees may assess fines against unit owners for violations of these administrative rules and regulations in an amount set forth as “Fines and Penalties” as stated in the “Owner & Resident Information Guide,” which guide is incorporated herein and made a part hereof.

X. The Rules and Regulations may be amended from time to time by the Board of Trustees as provided in the By-Laws of the Condominium Trust.

**BY ORDER OF THE TRUSTEES OF EGMONT PARK CONDOMINIUM TRUST**