

THATCHMONT CONDO ASSOCIATION

www.thatchmont.org

Owners Handbook

REVISED AND CORRECTED

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Thatchmont Condominium Trust

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1. Introduction: The Thatchmont Condominium

Our condominium consists of 37 individually-owned units: six in each of the buildings at 14-20-26 Egmont Street and 15-19-25 Thatcher Street, except that one first-floor unit at 25 Thatcher has been divided into two units. There are also two rented basement apartments, at 14 Egmont and 15 Thatcher. These rental units provide a significant portion of our operating revenue and greatly help to keep condo fees low.

Thatchmont was the first condominium in Brookline; it was established in December 1972, together with the Thatchmont Condominium Trust, the organization that runs it. Before that, the condominium was a group of apartment houses, built some time around 1930. At the time of conversion, some of the renters bought their units, and some of these original owners are with us today. In general, the ownership has remained fairly stable; turnover has been low.

At present, all but a few of the units are owner-occupied; we view it as important to keep the number of absentee owners as low as possible, since the owners living here have a greater interest in the upkeep of the condominium. For this upkeep the Trust uses a management company, which provides a Property Manager.

Unit-owners have a "beneficial interest" in the Trust proportional to the square footage of their units. They pay a monthly fee to the Trust based on this interest, which covers common charges for water, heat and hot water, repairs and some capital improvements, insurance, waste removal, and the services of the management company. In voting, each unit-owner's vote is weighted according to his or her beneficial interest: that's always understood in the rest of this handbook.

The Trust owns the "common areas." those facilities which serve everyone: the land (for the buildings and the parking lot between them), roofs, basements, outside walls, entries and hallways of the buildings, the pipes and mechanical facilities serving the units, and the wall and floor spaces in which they are located.

Seven trustees run the Trust: one from each building, plus one at-large, elected at an annual meeting of the unit-owners usually in October. The Trustees serve for two-year terms and meet periodically. Announcements for the next meeting are made in the minutes of the previous meeting and are posted in the front lobbies. These meetings are open to all unit-owners and the minutes are distributed to them afterwards. Meeting notices are posted in the lobbies approximately one week prior to the meeting.

The Town of Brookline assesses each unit for tax purposes separately and bills each unit owner in quarterly installments for his or her real-estate tax. Owners are free to obtain mortgages on their units, but as for any condominium, the lender will require information about the Trust itself and the property as a whole.

The Master Deed and the Declaration of Trust are the two official condominium documents; they are in the Norfolk County Registry of Deeds (Book 4899, p. 131 and Book 4835, p. 273,

respectively). We describe them in the next two sections. (They supersede this Handbook as a source of official information about the Trust.)

2. The Master Deed

The master deed gives the condominium plans. It also gives a detailed description of the common areas; this is significant for unit-owners in case a question arises as to whether a repair (to plumbing, for instance) is the responsibility of the Trust, or of an individual unit. It contains also a number of limitations on the use of units. The following is a partial listing. The Declaration of Trust, or the Rules and Regulations modify some of them subsequently -- these are described later. In general exceptions to these restrictions require written permission of the Trustees.

1. Each unit is intended to be used solely for single-family residence purposes.
2. A unit-owner may not rent or lease a unit, or license any interest in a unit, except with the written permission of the Trustees.
3. No business activity of any nature shall be conducted in any unit.
4. Dogs, cats, birds, or other animals shall not be kept in any unit without the written permission of the Trustees. The Trustees may revoke permission that unreasonably interferes with the use and enjoyment of another owner's unit. (cf Section 4-G- 17 of this Handbook).
5. The architectural integrity of the buildings and units and the appearance of the buildings shall be preserved without modification.
6. All use and maintenance of the units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other units and in accordance with the provisions promulgated by the Trustees.
7. The restrictions are for the joint benefit of all interested parties, shall be enforceable solely by the Trustees, and shall as far as permitted by law be perpetual.
8. A unit-owner is liable for breach of such restrictions, but only if it occurs during his or her ownership.

In addition to the Master Deed, there is a separate Unit Deed for each unit, which contains all the normal elements of a deed, including floor plans. Each new owner should be sure to get a copy of the Unit Deed from the previous owner at the time of sale.

3. Declaration of Trust

This is the document describing how the Thatchmont Condominium Trust is set up, what it does, and how it does it. A long section gives the by-laws: general rules for the operation of the

condominium. Unit-owners receive a copy of this document, primarily because the by-laws affect them. To amend the Declaration of Trust requires approval by 75% of the unit-owners.

In addition, there is an appendix (not part of the official document), giving the Rules and Regulations formulated by the Trustees, and currently in effect. These can be changed by a simple majority of the Trustees.

Since not many unit-owners plow through the Declaration of Trust, we give a summary of the parts most relevant to unit-owners.

A. The Trustees

1. The number is currently seven, but it can be changed by vote of the unit-owners. Each serves for a two-year term and (current practice) at most two terms. Terms are staggered, so about half the seats turn over each year. Elections are held at the annual meeting. Vacancies occurring by resignation or otherwise can be filled by a vote of the unit-owners, or failing that, by the Trustees, until the next annual meeting. Unit-owners can also remove a trustee, by majority vote. (Sec. 3) If a unit is jointly owned, one of its owners has to be designated in writing as its voter (i.e., the vote of a unit cannot be split). (Sec. 4)
2. Trustees do not incur personal liability if acting in good faith; if they are sued for actions taken in good faith as trustees, unit-owners collectively are liable for any damages awarded. (Sec. 3)
3. The Trustees, acting by majority vote of a quorum, have broad powers to conduct the condominium's business, without prior permission from a court or the unit-owners. They can sell, buy, borrow, enter into agreements, invest and re-invest, write checks or authorize others to do so, engage in litigation, employ managers, architects, engineers, repairmen. (Sec. 5. 1)
4. The Trustees are responsible for the maintenance, repair, and replacement of common areas and facilities; this can be done through the managing agent. They can assign portions of the common areas (usually storage bins) for the use of particular unit-owners, with or without payment of a fee. (Sec. 5.3)
5. Trustees can adopt, amend, and rescind rules and regulations governing the operation and use of the common areas and facilities, as well as the use and maintenance of units (consistent with the provisions of the Master Deed). They can enforce fines against unit-owners in violation: up to \$100 (in 2005 dollars, adjustable for inflation) per violation per day. (Secs. 5.6, 5.1)
6. In an emergency, where the condition of a unit poses an immediate threat or hazard to other units or residents, the Trustees can have repairs made and charge them to the unit owner whose unit poses the threat.

B. Fiscal Arrangements

1. Our current fiscal year is the same as the calendar year. Each year by December 1, the Trustees must estimate the common expenses for the next year (with something for contingencies and reserve) and determine the assessment to cover them, notifying each unit-owner of his or her share. Installment payments and late charges are provided for. (Sec. 5.4)

In practice, a budget is submitted by the Trustees for discussion at the annual meeting, and subsequently voted on by the Trustees.

2. Trustees can make supplemental assessments, if funds for the year turn out to be inadequate.

3. For major improvements to the common areas or facilities, if the Trustees obtain approval of 75% of the unit-owners (calculated by beneficial interest), the costs are then assessed to all. They can also offer an agreement whereby the work will be done if 50% agree, the costs then being shared by those agreeing (Sec. 5.5). Improvements can also be funded from the reserve (Sec. 5.4. 1).

4. Trustees must obtain various kinds of insurance:

- a) Casualty insurance (on everything but unit-owners' personal property) for 100% of full replacement value (with usual exclusions)
- b) Public liability insurance
- c) Workmen's compensation and employer's liability insurance
- d) Steam boiler insurance
- e) Fidelity bonds
- f) Other insurance that is deemed proper. (Sec. 5.8)

Unit-owners can buy additional insurance at their own expense, but such a policy cannot decrease the coverage under the master policies. (Sec. 5.8)

5. There is a description of the rights and obligations of the Trust vis-à-vis third parties: mortgage lenders and prospective purchasers, principally. There is also a section devoted to guaranteeing the Declaration of Trust is in compliance with government FNMA and FBLMC rules. For example: a first mortgager is responsible for up to six months of unpaid common-area charges on a foreclosed unit: an agreement with a management company cannot be for a term of more than three years, and must be cancelable on 90 days notice. (Sec. 6)

C. Restrictions on Use

The Declaration of Trust gives in Sec. 5.14 a list entitled "restrictions on use." To permanently amend any of these requires approval by 75% of the unit-owners. However, in a specific case, the restriction can be waived if approval is given in writing by a majority of Trustees. The main ones are, in brief (see the document for details, qualifications):

- a) Residential use only; only one family plus one unrelated person, or three unrelated people.
- b) No excessive noise, or noxious or offensive activity.
- c) No transient use (by rental for example).
- d) Architectural integrity to be preserved; nothing external; no signs in the windows.
- e) No alterations to the unit affecting common areas or facility without prior written approval from the Trustees; work must be done legally and without unduly disturbing others.
- f) No annoying animals; if the Trustees give permission, they can also revoke it later for cause.
- g) No one can own, directly or by intermediaries, more than one unit.
- h) No multiple ownership for purposes of "time-sharing."
- i) Leasing: prior approval must be obtained from the Trustees. A long list of reasons the Trustees may use for refusing is given; they include: the lease is for less than one year; the tenancy might interfere with the general tranquility; the unit-owner has not lived in the unit at least a year; the unit is owned by a corporation, business trust, or partnership.

For violations of any of the above restrictions, the Trustees can use legal action, and/or impose fines totaling up to twice the fair rental value for the period of violation.

4. General Information about Thatchmont

A. The Neighborhood and Community

1 Local Government. Thatchmont is located in Precinct 1 of the Town of Brookline, Norfolk County, Mass. Brookline is governed by an executive Board of Selectmen (five members who serve three-year terms) and a legislative Town Meeting of 250 members who serve staggered three-year terms. Elected School Committee runs the schools. Voting in primaries and elections is at Wheelock College at 43 Hawes St.

2. Schools Lawrence (K-8), 27 Francis St.; Devotion (K-8), 345 Harvard St.; Brookline High School, 115 Greenough St.

3. Parks and Playgrounds

Knyvet Park (lawn, trees, benches) was renovated in 1994; it is on Thatcher St., across from the condo.

Winthrop Playground and Minot Park (rose garden and toddler's playground) are on St. Paul Street, between Brown and Freeman Streets, one block away.

Amory Park on Amory Street one block away, has ball fields, playground equipment, tennis courts, and Hall's Pond, a wildlife preserve.

4. Neighbors. The Benjamin Trustman Apartments on Egmont Street are owned and operated by the Brookline Housing Authority. They house senior citizens, as well as families with children.

5. Services

U.S. mailboxes are at Amory and Freeman Street (collection at 1: 00 pm daily), and at Powell and Beacon (last collection). The post office is at 1295 Beacon Street.

Main shopping areas are around 1050 Beacon Street (supermarket, hardware, etc.), Coolidge Comer (Beacon and Harvard), and along Harvard Street.

There is a CVS (pharmacy and household items) on Commonwealth Avenue near St. Paul Street.

B. Governance

A seven-member Board of Trustees currently governs Thatchmont: one from each of the six buildings, as its representative, plus one at-large.

There are periodic meetings of the Trustees, attended also by the Property Manager; other unit-owners are welcome, but should let someone know in advance that they will be present. The agenda is posted beforehand (owners can put items on it for consideration by notifying a trustee prior to the meeting), and minutes are distributed afterwards indicating when the next scheduled meeting will be held.

Trustees are elected in staggered two-year terms at the annual meeting of unit owners usually in late October, held at a near-by location. At this meeting, new owners are introduced, the principal events and decisions of the past year are reviewed, trustees are elected, the next year's budget is reviewed, and there is a general discussion of anything on the unit-owners' minds. Plan on attending!

C. Management

The Trustees use a property management company to manage the operation of the property. The company provides a variety of services. The central office collects the monthly common areas charges from the unit-owners and the rental fees, from those who rent units or parking spaces. It acts as purchasing agent for the Trust, obtains contractors to perform necessary work, disburses fines and keeps the accounts. It provides 24-hour emergency service that can be called on if problems arise in the buildings.

A representative of the property management company attends Trustees meetings, keeps the Trustees informed about the maintenance, repairs, and improvements, and deals with the contractors. He visits the property frequently.

If you have a problem that you believe is a common-area problem or will affect the common areas, contact the property manager as listed in the appendix

DO NOT call your own repairman to deal with an emergency that is a common-area problem. Such people, unfamiliar with the common area, have cost us fortunes in the past and the Trust will no longer pay. If you call them without authorization from the Management Company you are responsible for their bill.

D. Condominium Fees and Finances

Unit owners pay a monthly fee, the "common area charge" (CAC), based on their beneficial interest in Thatchmont. No bills are sent, but the fee is due the first of each month; checks should be made out to Thatchmont Condominium and mailed to the management company at the address listed in the appendix. Mark your unit number on the check, and put "Thatchmont" on the envelope. Payments not received by the last day of the month in which they are due are assessed a late fee. Those seriously in arrears will hear from the management company; if the situation persists, legal action could be taken by the Trust. If there is a problem with making a payment, or if there are questions about your account, contact the Property Manager. According to the condominium documents, to meet emergencies the Trustees can make special assessments, which are divided among the unit-owners according to their beneficial interest. To avoid the necessity for this, we have a reserve fund, out of which major projects are funded. We try to keep on top of long-term repairs and maintenance, staggering the work so the fund will not be depleted. Nonetheless, there is always the possibility of something unforeseen (plumbing, for instance), requiring a major expenditure that will require a special assessment.

Major capital improvements (a parking garage, balconies, central air-conditioning, hanging gardens on the roofs) would have to receive the vote of 75% of the unit-owners (see the Declaration of Trust) and be funded by special assessments.

E. Insurance

The insurance the Trust carries is described in the Declaration of Trust.

Unit owners may, and should, buy additional insurance to cover their own units. The Trust's current insurance coverage includes not only the common areas but also replacement costs of "fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual condominium units initially installed or replaced thereof in accordance with the original condominium plans and specifications, or installed by or at the expense of the unit's owners," with \$1,000 deductible clause. The insured are the Trust, the unit owners, and their mortgagers.

The coverage includes damage to walls and floors, including wallpaper, paint, fixtures, wall cabinets, etc., but not damage to or theft of movable personal property.

In general a standard condominium homeowner's policy will have the appropriate coverage that complements what is covered in the master policy, and we recommend that unit owners buy such a policy.

F. Fire Safety

There are fire extinguishers and smoke detectors outside the rear door of each unit, tested annually. The extinguishers are suitable for all types of fires; take a moment to read the directions!

Fire inside your unit and out of control: call 911, leave but don't lock door, yell and go outside (fire alarm boxes at Egmont and St. Paul, Egmont and Amory).

Fire outside your unit: if doorknob not warm open door and check carefully; if doorknob warm or there is heavy smoke smelt do not open door; seal it with wet towels; open a clear door or window for ventilation and to provide a route for emergency exit.

For a major fire, close the fire doors separating the two halves of the basement, if they can be reached safely.

Familiarize yourself with the route from the bottom of the back stairwell to both doors to the parking lot, so you could find your way even in the dark.

G. Common Area Information and Routines

In this section, we list in no special order most of the things about daily life at Thatchmont that are of interest to unit-owners.

1. Common Areas.

Front and back hallways, exterior, parking lot, basement, roofs, grounds: that's just what they are, common areas. This means the individual unit owners cannot legally make changes in them, decorate them, use them for storage, etc., without permission of the Trustees.

In practice, custom seems to allow some leeway, provided the other unit-owners in your building agree. For example, a well-maintained window box, lamp and table in the lobby, discreet front-door decoration, hallway plants, flower planting in the front, have all been done without explicit Trustee approval. On the other hand, the permanent landscaping (shrubs, trees) is planned and provided for by the Trust. Other things depend more on whether your neighbors will put up with it: baby carriages in the lobby, overshoes and umbrellas permanently outside your door.

Basically, the other unit owners have the right to unencumbered and attractive common areas, and they should speak to the Trustee in their building if bothered. Just as common is the use of the back hallways and basements for unauthorized storage, often of smelly and/or unsightly

character. Your neighbors should not have to wend their way past oversized and dirty trash cans when they go down to their cars. If there were an accident, Thatchmont would be liable.

Note that signs of any type (promoting candidates or issues, for example) are not permitted in front windows or on the grounds, except as noted in the Rules and Regulations (see last section of this Handbook).

2. Basement area and storage bins

Each unit has one basement storage bin assigned to it, without charge. Additional storage space may be rented; if no bins are available for this, the Trust has in the past constructed one.

The basement areas are often sooty and objects will become dirty if they are not covered. In the early 80's a few bins got wet when basements in eastern Mass. were generally flooded; if there is any evidence of this in the bin (on the walls, for example), platforms should be used. You should lock your bin, and insure its contents. Dangerous chemicals and running electrical equipment may not be stored.

Familiarize yourself with your electric meter and circuit breakers, and where the water valves for your unit are (in case of emergency).

Owners may use the basement for odd jobs, but not leave trash or litter, or use the basement for furniture discards or builder's leftovers. These things are fire hazards and cause accidents. Every so often the Trustees go on a rampage and have the basement cleaned out.

Because of the lack of liability insurance, the basement cannot be used for social functions.

3. Roofs and roof decks

Walking on them damages our roofs and can cause leaks. So they can't be used for hanging out laundry, or hanging out in general: no gardens, fires or cooking, dancing, children. The exception is: if a roof-deck is constructed. The rules and regulations outline what is required in a roof-deck. If one is built (with the walkways), all activity must take place within its confines. But still: no open-flame cooking of any kind (violates Brookline's fire regulations). Regardless of who builds them, roof-decks, being in common area, can be used by anyone in that half of the building (i.e., anyone who can legally gain access to them). Owners that build a roof deck are responsible for maintaining them and moving them if access is needed by the Association beneath them.

4. Parking

Each unit has one assigned parking space in the parking lot, without charge. Extra parking spaces may be rented, if available; call the management company. Since Brookline does not allow overnight parking or parking on the local streets between 8-10a.m. (the police enforce this quite zealously), a second car may be parked in tandem on an occasional basis for the convenience of guests, but not on a regular or long-term basis. Tandem parking during a

snowstorm impedes snow removal; any tandem-parked car must be removed or relocated (even at 3 a.m.) while the plow is clearing the area it obstructs. Triple tandem parking is never permitted, nor may cars be parked in the fire-lanes at each end of the parking lot. If a car is parked in your space, or blocking you, or in a fire lane, contact your Trustee, or the management company, as a courtesy, be sure the parker is not a workman, or a guest of your neighbor.

5. Trash removal and recycling

Trash bags must be plastic (not paper), and securely tied; you can put them in the parking lot dumpster yourself or put them in the back hallway outside your door. The cleaning staff will remove them on Monday and Thursday; you can put them out no earlier than 6 p.m. of the previous evening.

Blue bins next to the dumpster are for recycling: in these put clean glass bottles, clean metal cans, and clean plastic containers marked on the bottom with a 1 or 2 inside a triangle in the bins marked for plastic. Newspaper and crushed cardboard boxes should be placed in the bins marked for newspaper. Nothing else! The cleaning staff does not collect items for recycling; you have to bring recyclables to the bins yourself. Crush the plastic half-gallon and gallon containers to save space (we pay by volume). Don't throw in the plastic or paper bags used to carry the stuff to the bins! Five-cent deposit cans and bottles (beer, soda) can also be left in the barrels in Knyvet Park, which are visited regularly by the needy.

6. Pest extermination

As a preventive measure, the buildings are treated regularly for roaches and rodents. If you suspect that you may have a problem with pests, an extermination of your unit can be done at no charge at the same time. It can be done at some other time, for a charge. Contact the management company if you have a problem.

Children should be warned about playing with extermination powder and dishes found in the common areas; in an emergency, call the Boston Poison Information Center, 617 232-2120.

7. Electricity

Practically all units have 110 volt, 60-amp service. Current code requires that any extensive electrical renovation include upgrade to 60-amp service. Each unit has an electric meter and circuit breaker box in the basement, as well as a fuse box or circuit-breaker box near the rear door of the unit. If you have fuses, use the correct size: usually 15 amps; larger sizes defeat the protective function of the boxes.

There have been rather frequent blackouts on our block. Keep flashlights handy, as well as candles. If a blackout occurs, it may take a while for service to be restored. Keep the freezer door closed, and use the refrigerator as little as possible; turn off appliances, especially electric ones, unless they are on surge protectors. Notify NSTAR, unless you know that your neighbors

have already done so; tell them how extensive the blackout is (look at the street lamps and other windows).

If you plan to install a high-voltage appliance requiring a change in the service, you must consult the management company and have approval from the Trustees; the cost of any necessary wiring changes is borne by the unit owner.

8 Plumbing

Because the plumbing system consists of a complicated network of old and new pipes, it is important that any plumbing work be performed by a contractor who is familiar with the system. The management company can supply names.

The master shutoff valve for hot and cold water, located in each basement, controls the water for the three units using that basement. These valves should not be operated unless an emergency exists or unless a plumber checks the valve beforehand. If damage occurs during elective use and the management company has not been notified in advance, the Trust is not obliged to reimburse the owner for the cost of repair work. The valves have been tagged and you should locate the ones for your unit before an emergency exists. Typically there is a hot and separate cold shutoff valve for each of the following; kitchen, each bathroom, and master shower.

In general because of the age and uncertainties in the existing plumbing, bathroom renovations may require new plumbing brought up from the basement. In such renovations, it is desirable to replace flush-o-meter toilets with tank-type toilets, which avoid sudden demands on the cold-water supply. Since water is expensive, they should be small-volume tanks.

9. Heat

The Egmont side and the Thatcher side have separate heat and hot water systems. The boilers burn oil and provide steam to the radiators. The heating season starts when the nights get cold — usually in late September, and continues through April. The heat is turned on and off by a thermostat and by a timer that shuts off heat in the middle of the night; thus it is on only intermittently.

Radiator valves are near the floor on one side. They should be fully on or fully off: halfway does not give half-heat, it only interferes with their correct operation, and worse, can lead to leaks in the main valve, causing water to drip to the unit below you. Re-packing can repair a leaking main valve. This is a simple operation that any plumber can do when the steam is off.

Knocking noises in the radiator come from the steam pushing its way through condensed water; they can often be corrected by raising slightly the end of the radiator opposite the valve, so the water can run out. The air vents (little pieces on the other end of the radiator half-way up) are in many units of an older type that are not regulated. These can often be replaced with regulator vents that give more even heat, purchasable at any hardware store. Instructions on how to adjust these are available from the Trust. Fireplaces and stoves requiring chimneys are not permitted.

10. Hot water

Hot water tanks supply hot water. This means that in the times of heaviest demand, from 6:30 - 8:30 a.m. on weekday mornings, the temperature of the water may dwindle. You can help this situation greatly by not running your dishwasher and your clothes washer during this period. Leave the water for the shower people.

When taking showers, you will notice variations in water temperature stemming from your neighbor's toilet flushing and other sudden use of cold or hot water. An accumulator in each building smoothes these out to some extent.

11. Windows

Most windows are the original windows, with thin glass and fitting poorly in their sashes. As a result, there is heavy air leakage around them; this is good for summer ventilation, but bad for Thatchmont's winter heating bill and your own comfort. It is difficult to be warm if your unit is drafty as a result of leaking windows.

It is essential that you have storm windows and use them. Practically all units have storm windows now, but it is common to see in November windows where the unit-owners have not yet bothered to lift up their screens and lower the storm window, a 30-second operation!

Even with storm windows, during the coldest days, you will be much more comfortable if you also weather-strip your leaky windows, with clay strips laid over the narrower leaks, and felt strips for the wider ones. These can be left in place all year, for windows that are not opened in summertime.

Some unit owners are replacing their old windows with modern ones. These have thick thermal glass, and they fit tightly, so that storm windows and weather-stripping are unnecessary. Their construction also makes them washable entirely from inside the unit. Replacement windows must conform in external appearance with the original ones; the divided lights in the upper panel however can be simulated (i.e., a plastic framework attached on the inside and removable for easy cleaning). The trustees must approve replacement windows, and the exteriors must be painted to match the exterior paint of the building.

12. Waste disposers

Waste disposers should not be used at the same time as dishwashers, since they have a common drain; disposal waste can end up inside the dishwasher. Run cold water when using the disposer to flush the wastes down. Do small batches at a time to avoid clogging the pipes and avoid fibrous wastes (corn husks, artichoke leaves).

13. Laundry

Units have individual hookups; dryers must be vented to outdoors. Unit-owners may not hang laundry, rugs, etc. on the roof, in common areas or from windows.

14. Air-conditioners

These are permitted if they can be run on existing electrical lines. If a 220-volt line is required, it must be done at owner's expense, and approval of the Trustees must be obtained in advance. Air-conditioning installations must be neat, viewed from the outside.

Split units may be installed with permission from the Trustees. Compressors may be installed on the roof as long as they do not unreasonably inhibit the construction of a roof deck. The unit owner is responsible for removing and replacing the unit if and when repairs are needed to the roof. Units mounted on the roof may transmit a maximum of 40 dBA above ambient within other units. A covered, aesthetically appropriate pipe bundle may be run on the outside of the building (but not the front face) with the approval of the Trustees to connect refrigerant and electric power to the condenser unit.

15. Television

For the best reception of the local stations, one has to have cable, partly because of the presence of the nearby high-rise Dexter Park.

16. Lead paint and asbestos

The heating pipes in the basement with asbestos covering have been encapsulated. Since they run through many of the basement storage bins, care must be taken not to damage the encapsulation when moving tall or bulky items into the storage bins, or around the basement generally. Some units have lead-containing paint on the walls. There are Massachusetts's laws dealing with the sale or rental of dwellings for occupancy by children under six if lead paint is present.

Removal of this paint (deleading) can be done, but is fairly expensive, and must be done by certified professionals. Many owners, when selling units, obtain a waiver from the buyers releasing the owners from responsibility for problems caused by lead paint discovered to be present after the sale. Owners are advised to check laws with their real-estate agent prior to selling.

17. Pets

The rules and regulations specify the official policy on pets. Informally, there is no objection to well-behaved animals. This means dogs that do not bark when left alone, and do not bark at or jump up on neighbors or strangers; cats that do not show their displeasure by urine that gets between floorboards and whose smell is therefore ineradicable. The trustees can fine owners whose pets create a nuisance to other owners.

Brookline has a dog leash law. You must collect and dispose of your dog's outdoor wastes; dogs should not be allowed to urinate near any shrubs or flowers, whether on our grounds or in the park, since it damages them. It is impracticable to leash cats, and they generally have better toilet

habits; however, cats which attack the local wildlife (birds and squirrels) should be kept indoors. The Trust does not currently have a position on parakeets, hamsters, and goldfish.

18. Parking lot plots

There are several small garden plots along the rear Egmont Street wall part of the common area but cared for by individual unit owners. The flowers should not be picked without the gardener's permission. Small children sometimes pick or damage the plants; they should be supervised.

If one of the gardeners wishes to give up a garden, it is reported in the minutes, and anyone interested in taking it over is invited to apply to the Trustees. .

H. Disputes

While in general our Condominium has an excellent record of unit-owners being considerate of each other and generally getting along well, occasionally unit-owners are irritated by what they perceive as infractions of the rules by others or other types of disputes arise.

Sometimes, direct talks by the involved parties resolves the conflict; sometimes it only makes things worse and produces long-lasting hostility. If in doubt, it is better to notify the property manager, who will either try to resolve it, or will take it up with the Trustees. On several occasions in the past, the Trustees (acting unofficially) have invited the parties to a Board meeting and attempted to mediate their differences; usually this has been helpful.

For excessive noise late at night, telephone the offending unit first. If the noise persists, contact the Brookline police. In past years, noise from the projects on Egmont Street has been a problem. After meeting with the police in 2002, all unit owners were encouraged to contact the police at each occurrence requesting the housing authority officer, if available, so that a log can be kept to help eliminate the problem.

I Security

No one should be buzzed into the building unless they have been identified.

If the inner glass front door does not close and lock properly, notify the property manager immediately.

People making deliveries, baby-sitters manipulating carriages, and unit-owners struggling with groceries sometimes prop the inner front door open for convenience, then forget and leave it propped open, sometimes for hours. Other unit owners passing through also leave it open, figuring someone else in the building is using it. Don't do this yourself and speak to your houseguests and babysitters about not doing it. If you see it open, with no one about, close it.

J. Moving in; emergency telephone numbers

Keys: The seller will deliver these to you at the time of closing. Be sure to receive front and rear unit door keys, lobby key (this also opens the rear basement door), and mailbox key. It is at the discretion of the unit owners to give a key to the management company in case of an emergency.

Services: You should notify NSTAR and KEYSpan to switch over the meters to your name as of the day following closing.

Telephone: Verizon should be notified 10 days in advance of your move-in date to have your phone service initiated or transferred.

Mail: Notify the U.S. Post Office of your new address, two weeks in advance. Notify the management company of the exact name(s) you would like on the mailbox and intercom.

Registration: Please complete the unit-owner registration form provided to you at closing; mail it to the management company in the stamped envelope provided. This is information the Trust has to have on file and available.

Fire, Police, Ambulance Emergency: 911

Poison Control: 232-2120

Boston Edison emergency: 262-4700

Condo emergency: see appendix

K. Selling a Unit

Owners wishing to sell or lease their unit should get in touch with the management company to find out the procedure and the necessary formalities. In selling, the Trust has according to the Master Deed a "right of first refusal"; that is, it can buy the property itself under the same terms that are offered to a prospective purchaser. Though this has never happened, it is still necessary for the Trust to waive this right for the transaction to take place. So outside of the usual legal documents in the sale of the property, two Trust documents must be obtained, each signed by four Trustees:

1. A Waiver of the right of first refusal. Before the Trust issues this, the Board of Trustees asks the prospective purchaser to read this handbook, and come to a Board meeting to resolve any questions about Thatchmont. The Board has the right to require references for prospective purchasers, and to ascertain whether they intend to occupy the unit themselves, or be absentee landlords. As indicated in the beginning, the latter is strongly discouraged.

2. A 6d certificate (Mass. General Laws, Chapter 183A, section 6d). This certifies that there are no outstanding debts to the Trust: unpaid common-area charges (monthly condominium fees), special assessments, lines, or charges for work paid for by the Trust but for which the unit-owner was responsible.

If everything is in order, these forms will be signed at a Trustees meeting and given to the owner to present at the sale closing.

A prospective purchaser should be given this handbook before any purchase-and-sale agreement is signed. Note also, that while a real-estate agent's sign is permitted on the grounds while a unit is being shown, it should be removed as soon as a purchase-and-sale agreement is signed.

L. Renting a Unit

As we said at the beginning, owner-occupancy is strongly preferred, since resident owners have more interest in the quality of life at Thatchmont, and are more likely to take seriously requests for capital improvements, which require approval of 75% of the owners.

1. Existing leases. The Trust must have a copy of the current lease; Trustee approval is required whenever an existing lease is renewed or changed. "Self-renewing" leases, which purport to renew themselves automatically, are not permitted. No lease may go into effect without written notification from the Trust to the owner and the Trustees have approved the lease.

2. Lease requirements. Leases must follow the format of a Standard Residential Lease (available from the property manager), must contain a provision prohibiting sub-leasing, and must contain a provision subordinating the lease to the provisions of the Thatchmont Master Deed, Declaration of Trust, and Rules and Regulations: if the lease conflicts with these documents, that part of it is invalid.

3. For a new lease or a renewal, contact the management company for the procedure to be followed. Prospective new tenants must meet with the Trustees before any lease is signed; they should be given a copy of this handbook in advance of the meeting. There are other forms to be filled out, and the Trust requires 45 days prior notification before any move-in date.

The Trust has had in the past a number of problems with tenants of absentee owners: noisy pets, excessive tandem parking, pest infestation, and alleged violations of law. If legal action against tenants is required, it is charged to the absentee owner; please screen prospective tenants carefully.

M. Rules and Regulations

The final portion of this handbook consists of the official current Rules and Regulations of the Trustees. These can be changed by majority vote of the Trustees. As has been indicated in this General Information section, actual practice is somewhat looser than the Rules and Regulations call for. Nonetheless, they are what are official and the Trustees have the right in any individual instance to insist they be followed. Official waivers must be given in writing by a majority (4) of the Trustees.

In these rules and regulations the words "common areas and facilities," "Trustees," "Unit Owners" shall have the meaning given to these terms in the Declaration of Trust creating and the Master Deed for Thatchmont Condominium

1. General. All use and maintenance of Units shall be conducted in a manner consistent with these Rules and Regulations, and where they are silent, in a manner to promote the general good and welfare of the Condominium as a whole and of the other Unit Owners individually.
2. No obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of common areas and facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.
3. Effect on insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such insurance costs by the Unit owner concerned.
4. Name plates. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
5. Pets. The Trustees may require any Unit owner not to bring a pet on common areas which the Trustees ' in their sole judgment, determine unreasonably interferes with the use of the common areas by other Unit Owners. In no event shall any animal be permitted in any portion of the common areas and facilities unless carried or on a leash, nor in or on any grass or garden plot under any circumstances.
6. TVs, radios, phonographs, musical instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11:00 p.m. so as not to be heard outside of the Unit, and shall at all times be kept at a sound level which will not annoy the occupants of neighboring Units.
7. Laundry. No Unit Owner shall hang laundry, rugs, drapes, and the like out of a Unit, on the roof or in other common areas.
8. Signs. Signs and displays of any kind may not be placed in windows or common areas without Trustee approval, with the exception of a Brookline Building Permit during construction or renovation. For-Sale signs are not permitted when selling a unit. Temporary signs indicating an open house may be placed by an entryway while the open house is occurring.
9. Abuse of mechanical systems. The Trustees may charge to a Unit Owner any damage to the mechanical electrical or other building service systems of the Condominium caused by such Unit Owner by misuse of those systems.
10. Car keys. If a Unit Owner entrusts a car key to an employee of the Condominium Trust or Management Agent for purposes of moving the car or having access to the car, the entrusting of such keys shall be at the sole risk of the Unit Owner or owner of the car key and the Trustees shall in no way be liable for any injury, loss, or damage resulting directly or indirectly from such entrusting of a car key.

11. No offensive activity. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.

12. Roofs and Roof Decks.

a) No person shall go upon or use the roof surface without there having been constructed thereon a roof deck approved by the Trustees which adequately protects the roof surface.

b) Use of the roof surface shall be strictly limited to the area(s) protected by decking. No objects of any kind, including without limitation, furniture or equipment of any kind, shall be placed directly on the roof surface, except for "sleepers" or other support for a roof deck approved by the Trustees.

c) No use shall be made of any roof or roof deck in violation of any building, health, safety, environmental or zoning law, ordinance or regulation, or in violation of any of the rules or regulations of Thatchmont Condominium Trust. Without limiting the generality of the foregoing, no extreme weight, or torch, flame lantern, barbecue grill or other open flame source, shall be placed upon any roof or roof deck. No roof or roof deck shall be used for storage purposes, nor shall any laundry or other objects be placed on or hung from the roof deck railings or in any other manner placed such that there would be any reasonable risk of the object falling from the roof.

d) Roof decks shall be kept in a safe and orderly fashion at all times.

e) Any Unit Owner or group of Unit Owners desiring to construct a roof deck shall submit reasonable drawings and specifications thereof to the Board of Trustees for approval prior to commencing any construction thereof. Such drawing and specifications shall provide for the reasonable distribution of weight and protection of the roof surface and membrane. The deck should be capable of being disassembled in sections, in the event that suspected leaks require inspection or repairs underneath the deck. The owner is responsible for maintaining a roof deck they construct and moving it if the Association needs access beneath it.

The Trustees shall promptly and within a reasonable period of time review such drawings and specifications and such additional information as the Trustees in their reasonable judgment shall require, and shall approve the construction of the proposed roof deck provided that the Trustees are reasonably satisfied that adequate provision has been made for protection of the roof safety and access. Unit Owner(s) applying for approval of such roof deck shall supply all information reasonably requested by the Trustees in order to aid them in their responsibilities under this regulation, and shall construct such roof deck strictly in accordance with the drawings and specifications approved by the Trustees. All costs associated with the design, approval construction and maintenance of the roof deck shall be borne solely by the Unit owner(s) requesting approval thereof.

- f) No dogs, cats, or pets of any kind shall be allowed upon the roof or roof deck at any time.
- g) No person under the age of eighteen years shall be permitted on any roof deck without parental supervision.
- h) Any personal property placed on any roof or roof deck shall be the sole responsibility of the Unit Owner so placing such property.

13. Air conditioners and Window Fans. Unit Owners may install air conditioners and window fans in the windows of their Units, provided that each Unit owner shall keep any such air conditioner or window fan in good appearance and mechanical repair. No Unit Owner shall permit any such device to leak, nor together with its mounting, to make noise which disturbs or interferes with the rights, comforts or conveniences of the occupants of any other Unit. If any Unit Owner shall fail to keep any such device together with its mounting in good order and repair and properly painted, the Trustees in their discretion may fine the Unit Owner or may remove such device and charge the cost of removal to the Unit Owner, and it may not be replaced until put in proper condition and only with the further written consent of the Trustees

14. Parking. Unit Owners may park automobiles only in the space or spaces assigned to them. Except as expressly permitted by the Trustees, no tandem parking shall be permitted. Preference will be given to Unit Owners in renting surplus spaces, subject to rental charges and policies established from time to time by the Trustees. Each Unit Owner must register the requested information about his automobiles with the Managing Agent. Parking spaces shall not be used to park trucks or other commercial vehicles, except in connection with work being performed in or on a Unit or in making deliveries.

15. Refuse. Unit Owners shall place all refuse and garbage in plastic bags which are reasonably air-tight (except that newspapers and magazines securely tied together need not be placed in plastic bags) and deposit same directly in the dumpster or on the rear landing outside of the Unit not sooner than 12 hours prior to a regularly scheduled pick-up by the management, and in such a way as not to restrict circulation in the corridors or on the rear stairs. Refuse other than ordinary household trash shall be deposited directly in the dumpster by the Unit owner.

16. Flammable Materials. No Unit Owner or occupant or any agents, servants, employees, licensee, or visitors shall at any time bring into or keep in his Unit, storage area, or parking area any flammable, combustible, explosive, or noxious fluid, material chemical or substance, except such lighting and cleaning fluid and refinishing materials as are customary for residential use. Nothing shall be done or kept in any Unit or in the common areas and facilities that will increase the rate of insurance of any of the buildings or contents thereof. No waste shall be placed in the common areas and facilities.

17. Use of Personnel. No employee of the Condominium Trust or of the Managing Agent shall be asked to undertake or perform any services for a Unit Owner upon the latter's premises during normal working hours. Outside of working hours, a Unit Owner may arrange with him to

perform a service in the Unit, provided it does not interfere with his general duties about the property.

Unit owners should submit in writing to the Trustees or management company reports of needed repairs, maintenance work or improvements.

18. **Pest Control.** Unit Owners shall provide an opportunity to exterminators engaged by the Managing Agent to visit their Unit and undertake pest control procedures therein, provided they have received at least five day's notice of the visit or such visit is a regularly scheduled visit.

Sale or Lease of Units. Any Unit Owner who desires to sell, lease, license, or in any other way dispose of a Unit or of an interest therein must give 30 days written notice of such intention to the Trustees and otherwise comply with the provisions of paragraph 9(a)(A) of the Master Deed and Section 5.14 of the Declaration of Trust.

20. **Access to Units.** The Trustees or their designated agent and any contractor or workman authorized may enter any room or Unit in the buildings at any reasonable, mutually-agreed-upon hour of the day, after prior notification (which may be omitted in case of emergency) for the purpose of inspecting such Unit for maintenance and for repair purposes relating to common area or other units.

21. **Renovations and alterations to Units.** Unit-owners making any significant renovations or alterations to their units (which includes re-doing walls or floors, but does not include redecorating, such as papering or painting walls or ceilings, or making minor plumbing or electrical changes) must in advance submit to the Trustees in writing their plans for the work, including drawings if relevant, for the Trustees' approval. If the work requires it, a Brookline building permit must be obtained prior to the start. Refuse from renovations may not be placed in the dumpster if it will increase the cost of disposal to the trust. Owners must arrange at their expense to have this refuse removed.

At the completion of the work, the Trustees or their designated representative retain the right to inspect the work, to verify that it conforms with the plans as they were presented.

22. **Trustee Consent.** Any consent or approval given under these Rules and Regulations, and any exception that may be given to their provisions, may be added to, amended, or repealed by the Trustees at any time.

N. Miscellaneous Items

1. **Rooftop water faucets** – The Trustees have allowed owners on a case-by-case basis to install a faucet on their roof to water plants on the deck. The individual unit owner is responsible for the maintenance and repair of this faucet and any direct or indirect damage that occurs as a result of the faucet. Owners are encouraged to drain the line leading to the faucet before winter to avoid having the pipe leading to it burst due to ice in the line. In addition, even a small drip will quickly damage the roof. These should be repaired immediately.

2. Satellite Antennas – The Trustees have allowed unit owners on a case-by-case basis to install Satellite antennas on the roof as long as unit owners obtain permission in advance, have the antenna professionally installed and it is not visible from the street. Unit owners are responsible for maintaining the antenna and its associated mounting and cables and are responsible for any liability resulting from the antenna and its installation.

Revision History

6/28/2005 - Modified for sale sign regulation section M8

9/13/2005 added section M items 1 and 2

12/13/2005 – clarified responsibility for roof deck M12D and G3, increased fine to \$100 A5

4/18/2006 – added split air conditioner regulation to para. 14