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THE BROOK HOUSE CONDOMINIUM RESIDENT HANDBOOK

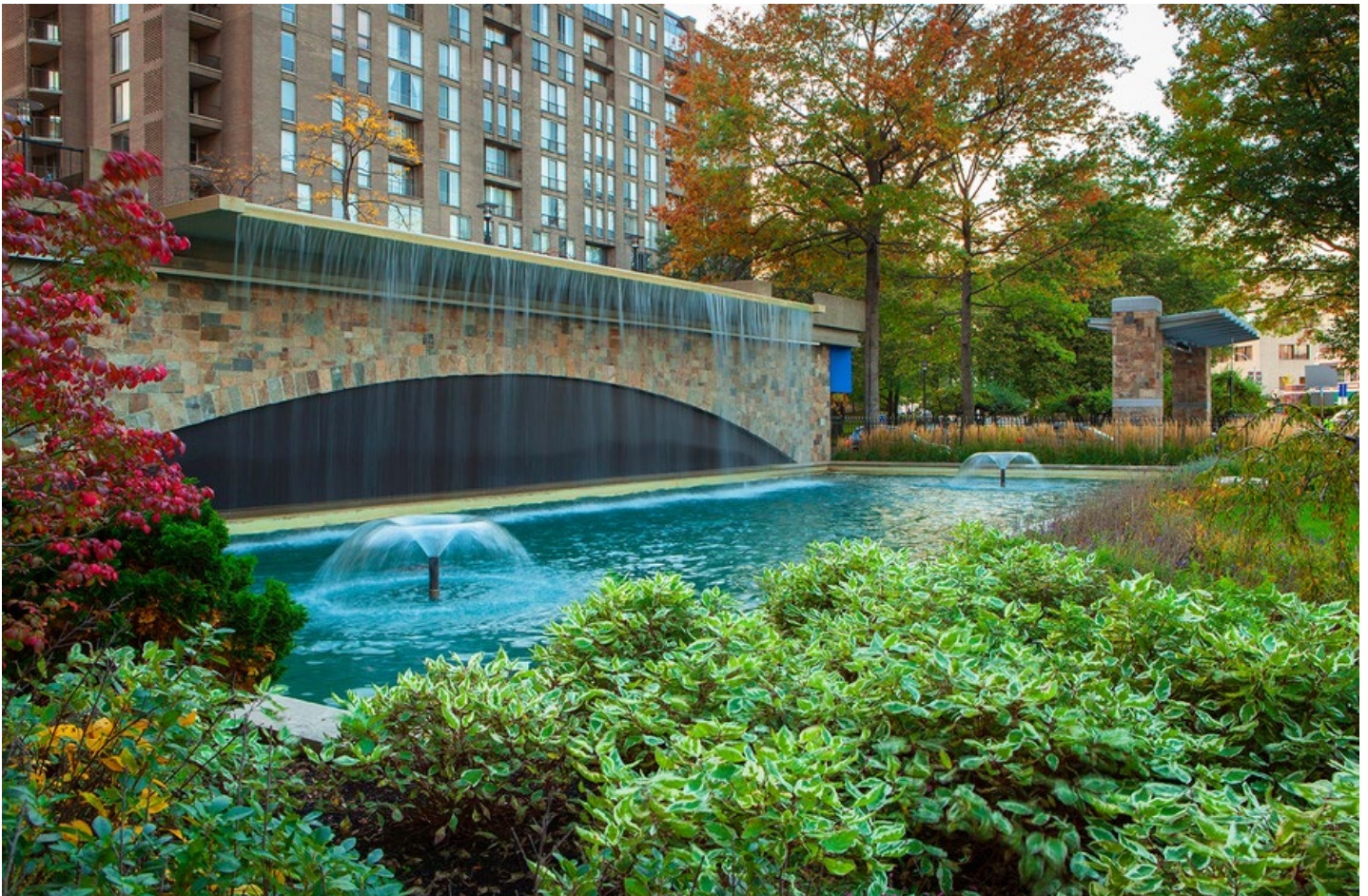


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I. INTRODUCTION

Welcome!

Whether you join us as a resident, an owner, or both, we would like to take this opportunity to welcome you. We are pleased that you chose Brook House to be your home and hope that you will enjoy our quality of life, which has characterized the Brook House since its inception. We offer you this guide as an easy reference to our services and policies. This information may occasionally change. These changes will be documented and issued as supplemental pages.

This handbook will answer many questions you may have about our services and facilities. If other questions arise, please feel free to contact the Brook House Management Office at (617) 731-5405 and a Brook House employee will be happy to assist you.

We invite you to actively participate in the Brook House and Brookline communities because we feel that our interaction and cooperation with each other will strengthen and improve both communities.

Sincerely,

The Staff and Trustees of the
Brook House Condominium Trust

Condominium

When you purchase a condominium at Brook House you are taking a step that represents a major investment. As an owner, your investment at Brook House extends beyond your living unit. You will not only own a proportionate share of the common areas (the recreational facilities, the laundry rooms, the gardens, etc.), but you will also have a voice in how they are managed and, in the quality, and cost of the maintenance and services. When you rent a condominium at Brook House, you are welcomed into the community and enjoy the same amenities as a unit owner. As a resident of the community, we urge you to enjoy the lifestyle that the Brook House offers, to respect Brook House property and to honor the rules that govern it.

Management

To provide the scope of services necessary to properly maintain your home and surroundings, our Management Office is staffed with trained personnel with expertise in property management, maintenance, groundskeeping, fitness, and security. With this experience, you are assured that all services and conveniences provided will be timely, properly coordinated, and well-supervised with an emphasis on quality and professionalism. The Management Office is located at 55 Pond Avenue, E-103, directly across from the courtyard from Security, and is open from 9:00 AM to 5:00 PM, Monday through Friday. The office closes for the weekend at 2:00 PM on Fridays during the summer season. We are closed on all major holidays. The telephone number is (617) 731-5405. When the Management Office is closed, Security will answer all telephone calls and direct your call as appropriate. An office dropbox is conveniently located at the Security desk for after-hours correspondence or payments.

Maintenance

The proper maintenance of all common areas and common elements in the Brook House is a complex and demanding task. The performance of vital preventive maintenance and repair services by our in-house personnel, along with various outside contractors, continually assures the ease of living offered with condominium ownership. Preventive maintenance and routine repair of mechanical equipment, including the lubrication, maintenance, and repair of pumps, air handling units, compressors, exhaust fans, and controls belonging to the Brook House, is performed by our in-house staff regularly. This work varies in complexity from requiring the skills of an engineer, to that which can be performed by an apprentice. It includes belt and temperature checks, operational tests, instrument calibration and adjustment, routine greasing and oiling, routine packing of valves, filter scrubbing and replacement, minor overhaul, cleaning and other incidental repairs. Most of this equipment is located in the common areas of the building.

Unit owners are responsible for the maintenance of all the appliances and utilities within their unit, including piping and conduit within the floors and ceilings that service only that unit.

Brook House Facilities staff are available to assist in making repairs within units at the owner's request. Tenants are not permitted to place work orders. The cost of these repairs will be charged to the account of the unit owner.

Security

The Brook House utilizes various security systems and employs trained personnel to assist residents with their security and safety. Under the supervision of the Security Manager, a 24-hour console is staffed at 33 Pond Ave known as the "B" Building lobby to coordinate security services and assist residents and guests. In addition, the department has developed a cardiac arrest management response program combining CPR and early automatic external defibrillation (AED) for cardiac arrest victims.

The predominant roles of the Brook House Security staff are:

- PROPERTY MONITORING (including scheduled periodic patrols of exterior and interior areas and 24-hour operation of computerized surveillance equipment).
- EMERGENCY RESPONSE
- PUBLIC RELATIONS
- PACKAGE HANDLING is located in Suite E-105, next to the Management Office.

Our Security staff will not get involved in apprehensions and arrests or become physically involved in a confrontation. They will, however, call the Brookline Police Department if a situation warrants law enforcement. In an emergency, immediately dial 911. The non-emergency number is (617) 730-2222. More effective security results from alert residents who observe suspicious activity or infractions of Brook House rules and report them immediately to Security at (617) 731-5405 24 hours per day, or the Brookline Police at 911. Residents should always notify the Security Console after placing a call to 911 to better assist the responding emergency personnel.

II. FACTS ABOUT YOUR UNIT

Air Conditioning and Heat

The Brook House is equipped with a central two-pipe forced water heating and air conditioning system (HVAC). Each condominium contains individual fan coil units that will distribute either heat or air conditioning, therefore, heat and cool air cannot be provided simultaneously. Cooling is generally activated during the first part of June and shut down during September. Heating is generally activated in September and shut down in June. Weather conditions during the swing periods of spring and fall are closely monitored to provide maximum comfort to residents. During these periods, certain days may be very hot and certain evenings may be very cold. We ask for everyone's understanding during these periods.

The fan coil units are owned by the Unit Owner and each Unit Owner is responsible for the maintenance, repair, or replacement of this fan coil unit. Each resident individually controls the air-conditioning and heating in the unit. Each of your fan coil units are equipped with a wall thermostat that will shut off the fan motor when the room temperature is satisfied, increasing the level of comfort, and conserving electricity.

The Fan Coil unit filters are changed annually at no charge to the unit owners. Requests can be made to change your filters by placing a work order. Work order rates will apply.

Fan Coil Operation - Air Conditioning and Heating System:

Each fan coil unit has a wall thermostat which will automatically turn your fan coil unit on and off based on the temperature setting. The fan coil unit will start when the room temperature is one degree above or below the set point and shut off when the room temperature is reached.

- A. The room temperature will normally be displayed in the display window.
- B. To set the room temperature, push the **up and down** arrows at least twice and see the set point being changed. The new set point will show for a short time in the display window and then revert back to the present room temperature.



- C. (a) To turn the unit on or off, push the **System Button**. The **current status** will then blink either: **“Off”**, **“Cool”** or **“Heat”** (i.e. if “Heat” or “Cool” is blinking, system is on). If the selection you want is not blinking, hit the system button again within one second and this will change the status. (There is a delay before the fan will start.)

(b) The system is designed to switch between heating and cooling automatically **when the system is on. The system will not switch season when it is off (please allow 3 minutes for the thermostat to switch between seasons). If this does not happen, please make sure the set point is 3 degrees below the room temperature for cool or 3 degrees above the room temperature for heat.**

Please note that if unit was in the “off” mode and then turned “on”, there is a 3-minute delay before the fan will start.



D. To select the fan speed, press the speed button once and the currently selected speed (“Low”, “Med”, and “Hi”) will blink. If you want to change the selected speed, continue to press the speed button until the desired speed is blinking (please see the picture above).

E. The speed button also allows the thermostat to display either degrees Fahrenheit or degrees Celsius. (Hold the speed button for 5 seconds to switch between the two). The selected position will blink.



F. The thermostat is computer driven. You have no control of the following:

- Every hour a valve will open to allow water to flow for three minutes. If the fan was running, it will shut off for 3 minutes and then resume operation.
- Regardless of your selected settings, the room temperature will not be allowed to go below 60 degrees F in the winter or above 85 degrees F in the summer.
- If the electricity to your unit is shut off, water will continue to flow in your fan coil units. In the winter this will help prevent freeze-ups. In the summer there may be leakage due to condensation and the unit will appear to be leaking. Please call the management office at (617) 731-5405 to manually shut off the water.

G. During the swing season (spring and fall), there are several days when there is no hot or chilled water. Maintenance will post a notice when this occurs. During this short period, we recommend that you turn your unit off. When you turn your unit back on please set the temperature higher in summer and lower in the winter. This will help conserve energy.

- H. If a picture of a wrench is displayed, maintenance should be called immediately.
- I. The thermostats will state what mode the unit is in: (off/cool/heat) – (hi/med/low fan speed) and the room temperature.
- J. The fan button gives the option of having the fan on the fan coil run continuously when in the **“ON”** mode or to run only when calling for **“HEAT”** or **“COOL”** when in the **AUTO** mode.

When in the **“ON”** mode, the fan coil unit will only **“HEAT”** or **“COOL”** when the room temperature drops one degree below or above (respectively) the set point.

During cooling season, a by-product of air-conditioning is condensed water. Under normal conditions, accumulated condensation is drained off from your air conditioning unit. However, during the cooling season or when the weather is excessively hot and humid, water sometimes overflows the drainage system, due to a blockage, and leaks onto the floor. If you notice signs of water on the floor or ceiling, please notify the Security or Management Office immediately at (617) 731-5405.

During the winter season, when the outside temperature falls below 32 degrees, or if you are away from your unit, keep all your windows closed. This will help prevent pipes from freezing in your condominium unit and in the building. HVAC units are serviced twice yearly by Brook House personnel at no charge. However, any labor and material incurred beyond routine maintenance will be billed to the Unit Owner accordingly. Should problems arise with your HVAC unit, contact the Management Office for repair and service, the cost of which will be billed to the Unit Owner. It is important to keep the return air vents on the bottom of the fan coil unit clear for proper airflow. Make sure furniture or other objects do not block the intake vents.

The cost of heating and cooling is included in your monthly condominium fees and rental fees. However, the cost of electricity operating the fan/blower equipment is metered to your unit and included in your monthly electric bill.

No Air Conditioning Units in Windows. No Unit Owner shall place any air-conditioning unit, fan, or any other mechanical device in any window without the express written consent of the Trustees.

Appliances

Unit kitchens may be equipped with appliances, including a refrigerator, stove/oven, dishwasher, and garbage disposal. Each Unit Owner owns and is responsible for the appliances in the unit. For general instructions and cleaning you should refer to the appliance owner manuals that you received when you purchased the appliance or ask your seller or landlord for the owner manuals.




If any problems arise with any of these appliances, we suggest you contact the local service representative or the manufacturer. The Brook House Facilities staff can also assist with some appliance maintenance and repairs at the Unit Owner's expense.

- Washers and Dryers:
Washing machines and dryers are strictly prohibited in individual condominium units.
- Washing Machines and Dryers.
No connection is allowed to be made to the building utility lines and facilities to install or maintain clothes washing machines, clothes dryers, or other laundry equipment within any unit. No Unit Owner shall make, or permit to be made, or maintain or permit to be maintained any connection, change, or modification to any conduit, chute, line, pipe, duct, wiring, flue, meter, drain, plumbing or sanitary waste disposal fixtures and equipment, or any other facility or equipment for the furnishing of utility services to the occupants of the Building, including any such facility or equipment located within a unit but which serves any part of the building other than the unit, or which connects into any such facility or equipment which serves any part of the building other than the unit (collectively, the "Building Utility Lines and Facilities") for the purposes of installing or maintaining in a unit a clothes washing machine, clothes dryer or other laundry equipment.

No Unit Owner shall, directly or indirectly through any Building Utility Lines and Facilities or otherwise, exhaust or permit an exhaust from clothes dryer outside of such Owner's unit.

Cable Hook-Up and Installation

All buildings at the Brook House are wired for cable and internet access. For specific information on individual package options, installation, or hook-up, you may contact one of the following local cable providers:

-  Astound (RCN) provides cable, telephone, and internet services.
1(800)746-4726 / <https://www.astound.com/boston/>
617-593-0122 / [john.perry@astound.com/](mailto:john.perry@astound.com)
-  Xfinity (Comcast) provides cable, telephone, and internet services.
1-800-Xfinity (800-934-6489) <https://www.xfinity.com/>
-  Starry provides internet service only. 617-209-9116 / <https://starry.com/> .

Television Hook-Up and Installation

There is a master TV antenna in your unit currently providing nineteen (19) free channels. Brook House Facilities personnel can connect your television to the master antenna at Brook House's standard labor rates plus materials. If this is not done, you may not get proper reception, and improper connection to the Master Antenna may affect other television sets connected to it.

Please contact the Management Office at (617) 731-5405 to schedule an appointment.

Brook House Master Antenna Channels Include:

Channel 2-1	High Definition
Channel 2-2	Standard Definition
Channel 4-1	High Definition
Channel 5-1	High Definition
Channel 7-1	High Definition
Channel 7-2	Standard Definition
Channel 12-1	High Definition
Channel 25-1	High Definition
Channel 38-1	High Definition
Channel 44-1	High Definition
Channel 44-2	Standard Definition
Channel 44-3	Standard Definition
Channel 44-4	Standard Definition
Channel 56-1	High Definition
Channel 66-1	High Definition
Channel 68-1	Standard Definition
Channel 68-2	Standard Definition
Channel 68-3	Standard Definition
Channel 68-4	Standard Definition

You will need to have a digital converter box, or a digital ready TV. Satellite Dishes must not protrude outside your balcony area. No penetration is allowed through the masonry walls or flooring. Dishes must be weighed down not anchored to the balcony floor.

Electrical System

Each unit has its own electrical control panel (i.e. circuit breakers). In the event that electrical fixtures fail to work, please check to see that they are properly plugged in. Then, look at your breaker panel to see that all switches are in the “ON” position. If not, all you need to do is put the tripped switch into the “OFF” position and then flip it back onto the “ON” position. There are no fuses to change or replace. Please be advised that unless you are certain that a breaker has tripped due to an overloaded circuit, you should contact an electrician or Brook House Maintenance.

The electric company meters the service to each unit and bills each resident separately for electric usage within the unit. Because the meter serves just that unit, any repairs or replacements in wiring from the meter to the unit are the Owner’s responsibility. Questions regarding electric bills or electric service such as arrangements for initiating or terminating service should be made directly to your service provider.

Pest Control

Brook House maintains contractual services with a professional pest control company. Preventive maintenance is performed in each unit and the common areas throughout the year. Please contact the Management Office should your unit need individual attention.

Most individual pest control services are included in monthly condominium fees.

Mold

- A. Unit Owners and occupants shall be responsible to keep up and maintain their units in a dry and clean manner and state, with a minimum air temperature within the unit of not less than 55° Fahrenheit and, for any unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55% at all times.
- B. Unit Owners and tenants shall be responsible to:
 - (i) Clean and dust the surfaces within a unit regularly.
 - (ii) Immediately remove visible moisture accumulation on windows, windowsills, and any other surfaces within the unit; immediately clean, dry, and disinfect all liquid spills or leaks within the unit.
 - (iii) Do Not block or cover any heating, ventilation, or air-conditioning ducts, and keep furniture and furnishings away from such ducts.
 - (iv) If appropriate, engage a professional remediation company to mitigate any damage to the unit resulting from leaks and spills.

- (v) Utilize licensed plumbers and electricians for any plumbing or electrical work within the unit.
 - (vi) Properly maintain, caulk, repair, and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.
- C. Unit Owners and tenants are required to report immediately, in writing, delivered to the Board:
 - (i) Any evidence of water leaks, water infiltration, or excessive moisture in the unit or common areas.
 - (ii) Any evidence of mold or fungi growth within the unit that cannot be completely removed with a common household cleaner; and/or any failure or malfunction of any heating, ventilating, or air conditioning system serving the unit.
- D. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning, and remediation to repair the unit and to remove mold from the unit in the event the Unit Owner fails to undertake properly and promptly the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit but may do so in its sole discretion. Unit Owners shall allow immediate access to their unit for such purposes under Massachusetts General Law, Chapter 183A, §4 and Article V, §5.2 of the Declaration of Trust.
- E. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the unit, other units and the common areas caused by the Unit Owner's failure to maintain his/her unit, or resulting from the Unit Owner's failure to comply with the terms of this Rule, the Master Deed, the Declaration of Trust and any other Rule and Regulation or for any other reason caused by the Unit Owner's actions.
- F. Unit Owners shall be responsible and liable for any fines for violations of this Rule and any damage suffered by the Condominium or other Owners or occupants of the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this Rule.
- G. Any expenses or fines charged to a Unit Owner pursuant to this Rule shall be collectible as a common expense.

Plumbing

Please call the Management Office or a licensed plumber for all plumbing repairs. Never allow flushable wipes, disposable diapers, refuse, dental floss, tampons, or sanitary napkins to be flushed down the toilet. Do not place toothbrushes, combs, or such items on a space saver near the toilet. In addition, some cleaning products, such as dissolving tablets, can become lodged in the flushing mechanism and prevent the proper operation of the toilet.

As water resources become more scarce and costly, all residents are asked to conserve their use of water. Please report dripping faucets and "running" toilets to the Management Office immediately. These problems can waste thousands of gallons of water throughout the building.

Recycling

Recycling bins are located in each laundry room for the convenience of all residents. Presently, we offer single-stream recycling, and all recyclables can be placed in one bin. As a matter of common courtesy, residents should transport their cardboard boxes to the recycle bins instead of leaving them in the hallways. Small cardboard boxes should be flattened and put in the recycling bins; larger cardboard boxes should be flattened and left next to the recycling bins. Please do your share to help our environment by participating in this voluntary program. Garbage, plastic bags, and non-recyclables are trash and should not be placed in the recycle bins.

Dumping Policy

You may need to dispose of large or specialty items during your move in or out of the Brook House as well as while living at the Brook House. The Brook House needs to stay in compliance with local, state, and federal laws governing the disposal of household items such as major appliances, furniture, bedding, rugs, textiles, electronics, etc. to ensure the health and safety of all members of the Brook House Community.

The special hazardous items that you are responsible for that require either special handling or extra charges to the Brook House Condominium Trust are listed below. You can click this link to get more information on the Brookline Hazardous Waste site:

<https://www.brooklinema.gov/1256/Additional-Recycling-Programs> or call the Brookline Public Works Department at (617) 730-2156. You can choose to dispose of hazardous items on your own through the Town of Brookline or the Brook House can assist you as outlined below.

This policy is meant to give you the knowledge and resources to make the best decision about your disposal needs. It is not our intent to issue fines for the sake of increasing revenue but to help remind the community that there are real costs to us including staff time for investigations, remediation, and collecting fees.

1. What are you trying to dispose of?

non-recyclable and non-household garbage including:

- Furniture
- Rugs and other textiles
- Bedding
- Electronics
- Major Appliances.

2. How can you dispose of these items?

Contact Security - 617-731-5405 or security@brookhousecondo.com

- Indicate the item and if assistance is required. Standard maintenance fees would apply @ \$120 hr. with a minimum ½ hour (30 minutes) charge of \$60.

Costs for Disposal at the Brook House – prices are subject to change

- Furniture –\$100.
- Electronics - ...\$50 per item or see the Town of Brookline website for other options.
- Rugs and other textiles.....\$100 per item or see the Town of Brookline website for other options.
- Mattress -\$150 per item.
- Major Appliances - Varies depending on item and staff involvement.

*** If you do not comply with the disposal process, you will be charged the fee as stated above plus a fine.**

Fines are listed herewith:

- Failure to dispose of Furniture, Electronics, and Rugs/other textiles without authorization and label @ item \$100
- Failure to dispose of bedding without authorization@ item.. \$200
- Failure to dispose of major appliances inappropriately..... \$200
(Varied – Brook House Condominium Trust staff costs).
- Garbage (improper use of dumpster area – i.e.: large articles placed at or around the dumpster).....\$25

Rubbish Removal

Brook House has rubbish rooms located on each residential floor. When rubbish is disposed of down the trash chute, it falls into a compacting unit which condenses it.

Rubbish Room Locations:

A Building (44 Washington Street) Directly across from elevators on each floor.

B Building (33 Pond Ave) to the left of the “09” rise and “19” rise on each floor.

C Building (77 Pond Ave) to the right of the “05” rise on each floor.

D Building (99 Pond Ave) to the right of the “14” rise and to the right of the rear elevator on each floor; except for the first-floor units which use the trash room across from Unit #117.

Items such as long objects, construction material, and certain boxes cannot be condensed since they cause the compacting unit to grind, creating excessive noise and unnecessary wear and tear on the machinery. Newspapers also stress the compacting equipment and should be brought to the recycling bins in the Laundry Room. Plastic, glass, and newspapers may be recycled.

Our cleaning personnel check and maintain the rubbish room areas daily and make every effort to keep them clean and odor-free. We need your help and cooperation, however, to keep these areas up to the standard of excellence required by Brook House. If you notice a problem in the Rubbish Room, please notify the Management Office.

- RUBBISH ROOMS ARE AVAILABLE FOR USE ONLY FROM 8:00 AM UNTIL 9:00 PM Many residential units are located next to the trash chutes and the after-hours noise can be very disturbing. Please respect your neighbors.
- ALL RUBBISH SHOULD BE SEALED IN PLASTIC BAGS or properly wrapped up before disposing of it to prevent foul odors and infestation.
- DO NOT THROW FLAMMABLE OR FLAMING OBJECTS, including cigarettes, down the chute. HAZARDOUS MATERIALS such as paint should never be placed down the chute.
- DO NOT PLACE OBJECTS longer than three (3) feet such as curtain rods, golf clubs, etc. down the chute. Please leave them neatly placed inside the Rubbish Room. Also, do not place construction debris down the chute.

- **DO NOT FORCE OVERSIZED CARTONS** or boxes down the chute. Small cardboard boxes should be flattened and put in the recycle bins located in the laundry rooms; larger cardboard boxes should be flattened and left next to the recycle bins.
- **SPECIAL DISPOSAL PROCEDURES FOR OVERSIZE RUBBISH** - Rubbish that cannot be disposed of in the trash chute, such as furniture, appliances, cabinets and anything other than ordinary household rubbish may not be left in the Rubbish Rooms. Contact the Management Office or the Security Console so that we can ensure proper disposal of oversized rubbish by Brook House personnel. Residents will be responsible for all costs incurred in the disposal of these items. Please note that residents must make their own arrangements for the disposal of refrigerators, TV's and computers.
- **FLUORESCENT BULB AND BATTERY DISPOSAL** – Fluorescent bulbs are no longer allowed to be disposed of in our trash compactors. Florescent bulbs and batteries can be left at Security to be disposed of properly at no charge to the Brook House residents.
- **CONSTRUCTION DEBRIS** and related rubbish may never be placed in the trash chute or left in the rubbish rooms. Construction debris must be removed by your contractor or by special arrangements with the Facilities Department. (See also Unit Modification Guidelines on Page 77.)

We ask each Unit Owner and resident to be considerate and strictly adhere to these rules. The cost of rubbish removal is directly affected by the abuse of the above standards. All reported violations will be investigated by Brook House Security.

❖ **Smoke Detectors and Carbon Monoxide Monitors**

Follow the Town of Brookline fire prevention guidelines.

❖ **Water Shut Off Valves**

Familiarize yourself with all your shut-off (water) valves. The water valve in your kitchen and in each bathroom is located under the sink. There are separate ones for both hot and cold water. The toilet valve is located on the lower left side of the toilet.

❖ **Window Washing**

Exterior windows are washed once every year, usually in the spring. Unit Owners are responsible for the interior of windows and the exterior windows on all open balconies.

III. GENERAL INFORMATION

Admittance to Units

If a resident or owner wishes to admit a person into a unit in his or her absence, it will be necessary to complete a Resident Permission Form (“RPF”) at the Security console or email security@brookhousecondo.com. The RPF or email should list the name of the person and/or company to be admitted, the date, and the reason for the visit, and must be signed or emailed by the resident or owner.

No one will be permitted to enter unless this Resident Permission Form or email has been executed and is on file with Security.

Balconies and Window Objects

Objects shall not be placed on or hung from the balcony railings or in any other manner such that there would be a risk of the object falling from the balcony.

- No rugs or mops shall be shaken or hung from any windows or balconies, nor shall dirt or other substances be thrown from a balcony or window.
- The hanging of bathing suits, clothing, rugs, towels, banners, flags and other items upon balconies, railings, racks, or from windows is prohibited. If you wish to display items, they must be done inside your unit and not visible from the windows or doors.
- No fitness equipment or any other large, heavy items may be placed on the balcony.
- Nothing should be visible from the street level or from balcony to balcony other than patio furniture, plants, and holiday lights in season between November 15th and January 15th. If your balcony is partially enclosed, a storage unit that is not visible to others can be used. On an open balcony, low storage units less than 2 feet high can be used as long as they are not visible.
- Those with an open balcony are responsible for ensuring that drains are clear of leaves, debris, obstructions, or furnishings. This will permit proper drainage and water run-off during storms.
- One adult bicycle or 2 children’s bicycles may be stored on the interior of the balcony away from the railings.
- Owners interested in refreshing the sides on their balconies should kindly contact the facilities department for more information.

- Balcony floor coverings and finishes are limited to those that are “**loose laid**” and not permanently adhered to deck surfaces. This ruling prohibits the use of, but is not limited to tiles, affixed carpeting, and fastened synthetic decking. The policy is based on a recommendation from the condominium’s engineering firm at their suggestion that permanently fixed surfaces will limit future inspection by management and may contribute to premature corrosion of the deck surface.
- Homeowners planning to place a covering on their balcony must notify the management office in advance. Homeowners are also reminded that any and all changes to the balcony are considered modifications and must be approved.

Barbecuing on Balconies

Conventional charcoal and propane gas grills with open flames are prohibited for use on balconies by the Brookline Fire Department. However, electric grills may be used **if** smoke and fumes do not affect neighbors. Barbecuing is also available on gas grills located on the Function Room terrace and in the C/D Courtyard weather permitting.

Bicycles

Bicycle racks are provided in the lower level of the main garage (under the “C” and “D” Buildings) by Space #495 and in the red garage (under the “A” and “B” Buildings) underneath the Visitor’s Garage by Space #179 and #151. All bicycles must be registered with the Security Department and display a Brook House bike tag. Bike racks are inspected periodically and untagged or abandoned bicycles, if found, are donated to charitable organizations.

If space allows, you may purchase a wall-mounted bike rack through the Management Office to be installed in your parking space. Additionally, there have been wall-mounted common area bike racks added. See Security for locations.

Any bicycles not registered to Brook House will be removed after seven days. The bicycle rack located at the 77 Pond Avenue loading dock is open to the public on a first come first serve basis. Any bikes secured to Brook House common area property (other than bike racks) will be removed immediately.

Scooters

There is no riding of scooters in the hallways, lobbies, elevators or any interior common area. Riders must dismount and carry or walk their scooter upon entering any Brook House building. This also applies to bicycles, skateboards, rollerblades and heelys.

Bulletin Boards/Solicitation

Bulletin boards are located in the laundry rooms of each building. Ads must be stamped by the Management Office prior to posting. Ads must be no larger than 5" x 7" and may be posted for a maximum of 30 days. Door-to-door soliciting and mail drops of any kind are not permitted at Brook House. Residents are requested to notify Security when solicitors appear in your building or mail appears at your door. The bulletin boards are for Brook House residents' use only.

Common Area Decorations (Balcony & Door)

Decorative items on doors are not permitted as outlined in "**Section 7B of the 1st Amendment to the Master Deed, states that the exterior surface of the doors of units facing hallways or other interior common areas shall not be painted or otherwise decorated or modified**".

Balcony holiday lights are allowed to be on display from November 15th to January 15th.

Condominium Fees

Condominium Fees and Late Charges. Condominium fees are due on the first day of the calendar year with payment allowed in monthly installments on the first day of each month. Pursuant to the powers granted to the Trustees in Section 5.4.2 of the Trust, any Unit Owner who shall fail to pay common expenses assessed to a unit within fifteen (15) days after the due date for payment therefore shall incur a late charge of Thirty and 00/100 Dollars (\$30.00) or such other amount as the Trustees from time to time deem appropriate.

Each payment for common expenses not made within fifteen (15) days after the due date therefore shall constitute a separate violation hereunder and shall subject a Unit Owner to the late charge of Thirty and 00/100 Dollars (\$30.00). All payments of common expenses received by the Trustees shall, unless otherwise determined, be first applied towards the unpaid monthly installment(s) of common expenses and late charge(s) outstanding for the longest period after the due date for payment, therefore.

Payment must be made by check, money order, credit or debit card (**no cash will be accepted**). For automatic payment of your monthly condominium fees, electronic funds transfer is available for condo fees only. **Miscellaneous charges such as work orders, move-in fees, vehicle transponders, etc. must be remitted by check or through Building Link.** For unit owners interested in having their condominium fee debited directly from their bank account and transferred to the Brook House account, please contact the Management Office at (617) 731-5405.

Dress

In accordance with the Brookline Health Code, shoes and shirts are required to be worn in elevators, lobbies, and all common areas, including the Health Club. Appropriate attire must be worn at all times in common areas.

Garage Safety

In the garage areas where pedestrians and motor vehicles co-exist, there are potential dangers. When people and automobiles use the same passageways, we must be more aware of the importance of following guidelines for safety. It is important that drivers observe the rules of safe garage driving and pedestrians observe the rules of safe garage walking. The safety rules are intended to protect the lives and property of Brook House residents.

We recommend that everyone using the garage familiarize themselves with the Emergency Exits. These are identified with illuminated EXIT signs.

Vehicles

- Headlights should be kept on while in the garage.
- The Speed Limit is 5 MPH in all garage areas.
- Follow ONE WAY signs and directional arrows at all times.
- Be alert and drive defensively.
- Parking at building entrances is limited to 15 minutes for picking up and dropping off.

Pedestrians

- Where walkways are marked, stay within the marked areas
- Look at both ways before entering vehicle driving areas
- Do not run in the garage.
- Keep children by your side at all times.
- Leash your pet and follow the Pet Guidelines in the Handbook.
- Be alert and walk defensively.
- No bicycle riding in the garage; walk them to bike racks.

To safeguard your vehicle when exiting the Brook House, all vehicles must stop and allow the vehicle gate to go DOWN completely before proceeding.

Improvements to Your Unit

(See also Unit Modification Guidelines found on Page 77 of the Handbook).

All work in your unit affecting the structural or mechanical systems of the Condominium including, but not limited to, plumbing, electrical, and HVAC must be approved through the Management Office. We are especially concerned with plumbing problems. If you are arranging for plumbing or gas stove installation to be done in your unit, you must contact the Management Office at least five (5) days in advance to arrange for an appointment with our engineer for proper water or gas shut-off to minimize the inconvenience of a gas or water interruption.

All plumbing contractors must arrive at the Brook House between 9:00 AM and 1:00 PM, Monday through Friday.

Insurance

As the insurance agent for Brook House Condominium Trust, the Board has asked us to highlight some of the more important aspects of the master insurance policy.

The Brook House insurance agent is:

**HUB Condominium Solutions
HUB International New England, LLC**

299 Ballardvale Street
Wilmington, MA 01887
P: (978) 657-5100
F: (978) 988-0038

www.hubinternational.com

Properly ensuring a condominium is determined by the ownership rights of the individual units. A homeowner is given a set of legal documents called the “By-Laws” which dictate what items should be insured individually and what should be insured in common. The “By-Laws” can differ dramatically as insurance policies do.

Unit owners should determine what coverage is included in the building insurance and what coverage each homeowner must purchase independently. It is important that you understand your association’s “By-Laws” and the Master Insurance Policy in order to have the best policy for your needs.

The insurance policy for the Brook House Condominium Trust is written by the Greater New York Mutual Insurance Company and insures the common areas and portions of each unit on the following basis:

How are Improvements and Betterments Covered? ALL-IN PER CONDO DOCUMENT

- **Master Policy Deductible.....\$25,000**
- **Per Unit All Peril Deductible.....\$25,000**
- **Earthquake Deductible.....\$100,000**
- **Flood Deductible.....\$100,000**

The condominium Master Insurance Policy does not provide coverage for the following items: Claims under the policy deductible, personal property of a unit owner, and general liability coverage for any Homeowner's personal acts arising out of ownership maintenance or use of any individual unit.

In order to be fully protected, every unit owner must purchase a Homeowner's policy to cover their personal effects such as clothing, furniture and draperies, as well as other items that may not be covered by the Master Policy. Each homeowner may need to purchase Improvement and Betterments coverage within their unit. All unit owners need loss assessment coverage. The Homeowner's policy should respond toward a portion of the Master Property Deductible, if this deductible is determined to be the responsibility of the Homeowner.

Draperies and non-permanent floor coverings damaged by water would not be covered by the building policy, as these are personal items owned by the unit owner. However, your Homeowner's insurance should cover these losses subject to your policy's deductible.

There may be some overlap between the Homeowner's policy and the building policy since the building policy might also cover unit improvements. However, any overlap is settled between the two insurance carriers. Problems will occur if a unit owner fails to purchase the proper Homeowner's insurance because the building policy will not cover any personal property owned by a unit owner.

We recommend that all unit owners review their personal insurance requirements annually with their insurance agent.

Effect on Insurance

No Unit Owner or resident 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 increased insurance costs by the Unit Owner concerned.

Laundry Room Etiquette

Laundry Rooms are located on the basement level of each building, except at 99 Pond Avenue where the Laundry Room is located on the first-floor level. Laundry Rooms are open 24 hours a day. All machines are operated with a computerized card or laundry app that can be purchased in the Laundry Room. Please report any malfunction of these machines promptly to the laundry company and place an “out-of-order” tag on the malfunctioning machine. Should your card malfunction or clothing be damaged, the laundry company should be contacted directly with the telephone located in each Laundry Room. See Building Link for additional laundry instructions.

Although there is no maximum number of machines that anyone may use at any one time, it is requested that each person respects that there are a limited number of machines in each room and act accordingly. This is especially true during the times when one person may be doing the laundry for several different residents.

If a machine has completed its cycle and the machine has not been emptied, it is appropriate for someone to place the laundry neatly on the folding table or in one of the rolling laundry carts in front of the emptied machine. Consideration should be given to empty machines first. Clothes left unattended for more than 24 hours will be considered abandoned and may be properly disposed of by the cleaners.

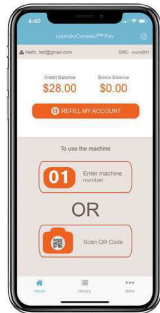
Pets, rollerblades, skateboards, bicycles, etc. are not permitted in the laundry area. Children must be supervised at all times and may not stand or play on top of the machines or tables. Please do not remove the laundry carts from the Laundry Room.

Convenient Payment Options

Whichever option you choose, Automatic Laundry offers peace of mind of having your property laundry payment systems professionally managed. All of our payment systems are PCI compliant.

Coin operated equipment is a thing of the past. Today, there's a new leader in payment systems among residents. As smartphone usage has increased mobile payments have surpassed debit cards as the most common payment method used on America's campuses.

Automatic Laundry offers an array of payment systems customizable to the specific demographics of each individual community.

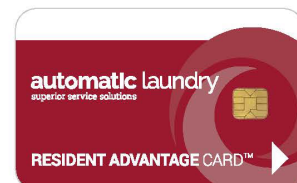


LaundryConnect™ Pay

Residents can now pay for laundry using their smart phone with our LaundryConnect™ Pay app. Simply download the app from the Apple App Store or Google Play store (Android app), register with a debit or credit card and start the machine by scanning the QR code or entering the machine number. It's that easy

Laundry Card

We can seamlessly integrate our equipment with your current campus card system including integrating our LaundryConnect™ Pay mobile app.



Credit / Debit Card

With pay-at-the-machine EMV readers which also work in conjunction with our LaundryConnect™ Pay mobile app.

45 Border Street
West Newton, MA 02465
617.969.4340

automaticlaundry.com

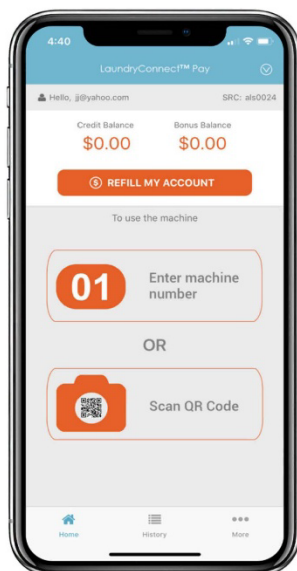
automatic laundry

LaundryConnect™ Pay

DOWNLOAD THE FREE
LAUNDRYCONNECT™ PAY MOBILE APP:



or scan here ↓



REVOLUTIONARY MOBILE PAYMENT APP

Your residents can now pay for laundry using their smart phone with the new LaundryConnect™ Pay app. Simply download the app from the Apple App Store or Google Play store (Android app), register with a debit or credit card and start the machine by scanning the QR code or entering the machine number. It's that easy!

Fast and Convenient: The payment process is easy and straightforward. Residents can easily load funds anywhere, at any time, with their smart phone and can seamlessly purchase laundry services without having to physically handle coin, cash or swipe a card. Today's residents are eager for quick, in-and-out experiences.

Security: By using LaundryConnect™ Pay, residents no longer have to assume the security risks associated with carrying coin or cash or worry whether they have enough money to do laundry. Moreover, LaundryConnect™ Pay is a secure way to pay. Credit card information are not stored on smart phones directly but in the cloud. So if your smart phone is lost or stolen, your credit card information are inaccessible from the device.

Immediate Refunds: With our LaundryConnect™ Pay mobile app, should a resident lose money due to a machine malfunction, they can call our Customer Service team to receive an immediate refund on their balance. Residents no longer have to wait for a check in the mail or experience frustration of losing money.

Load Money onto Your Account: On the main screen, there is a "Refill My Account" button. Tap it, log in to your account, enter your payment information, and select an amount to add. The funds are automatically placed in your account.

Credit Card Transaction Security: LaundryConnect™ Pay mobile transactions are TLS 1.1 or higher encrypted by your smartphone when connecting to our PCI-certified transaction host for the latest in transaction security.

Find your Account Balance: A real-time updated account balance is on the main screen.

Will my phone still work if there is no Internet connection? Yes. The phone connects to the machine via Bluetooth. As long as you have enough money in your account to start a cycle, you're ready to go.

45 Border Street
West Newton, MA 02465
o (617) 969.4340
f (617) 244.0661
sales@automaticlaundry.com



AVU Credit

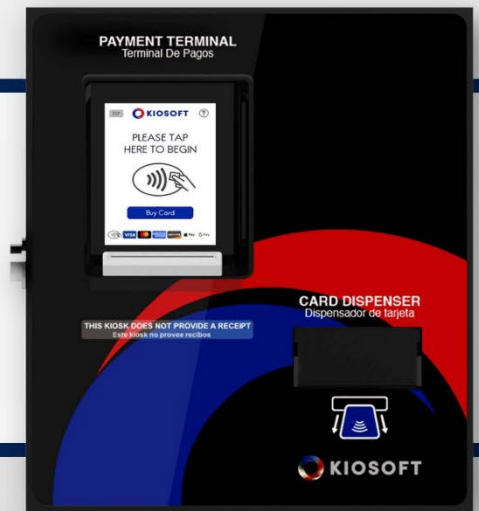
Add Value Kiosk

Offer customers the option to pay for services via value card with KioSoft's AVU Credit kiosk. This kiosk is the secure way for your customers to seamlessly add funds or purchase a value card using credit card or Value Code.

The AVU Kiosk Series utilizes leading technology including KioSoft's Ultra VXT Pro payment terminal, featuring a full color, multilingual touchscreen user interface. Contactless is built into the VXT Pro allowing for NFC acceptance, so no additional card reader component is required.

This AVU not only meets the demand of convenience and flexible payment options from customers, it also meets the demands of Operators such as:

- Reduce or eliminate the cost of coin collection
- Payment Flexibility to customers without increasing costs
- VXT Pro meets IP56 Waterproof & Dust and IK09 Vandal Resistance Ruggedized standards
- Network ready - Ethernet & 4G modem (optional)
- Washboard compatibility



 **Acceptance**

 **Choice**

 **Security**



 **AVU Credit Dimensions:**
8.75 (W) x 9.1 (D) x 11 (H) in

 **AVU Credit Weight:** 19 lbs

 **Payment Reader:** Ultra VXT Pro
**Tap, swipe, and chip accepted*

 **Mounting:** Pedestal, Surface

 **Access:** Front

 **Languages:** English, Spanish, French

 **Card Dispenser:** Yes

****** Value Code Capability:** Yes

 **Reporting Server Capability:** Yes



www.kiosoft.com

USA: 2035 High Ridge Road, Box 3
Boynton Beach, FL 33426

sales@kiosoft.com

Canada: 165 Galaxy Blvd, Suite 101
Toronto, ON M9W 0C8

+1 888.503.5988

Lockouts

Should you find yourself locked out of your unit, please contact our Security Desk. After Security receives the proper identification, they will admit a resident who has been locked out. Residents are allowed two lockouts per calendar year, after which a \$25 lockout fee is charged per occurrence. Any keys not returned to the security desk will be charged a \$25/day fine. Any lock changes will be at the owner's expense. As a standard operating procedure, when Brook House personnel exit a unit, after either completing scheduled service or responding to an emergency maintenance situation, both unit locks will be secured. To prevent being locked out, residents should carry their keys with them at all times.

Locks and Keys for Units

If you lose your unit keys or need additional keys, they may be obtained for \$8.00 per key (price may change) by calling the Management Office at (617) 731-5405. Alteration or replacement of locks, installation of bolts, knockers, mirrors, or any other interior or exterior attachment to your door requires prior written consent of the Trustees. All residents are required to furnish the Security Office with a key for any locks placed on the door for emergency access purposes by Brook House personnel.

Lost and Found

Articles found on the grounds should be turned over to our Security Office, where they will be kept for 15 days. The owner may claim lost articles, with proper identification.

Luggage Carts

Luggage carts are available in each building lobby for the convenience of all residents. They should be returned to the lobby from where they were borrowed as soon as they are no longer required. They should not be left in hallways or elevators. They are not to be used by contractors. Under no circumstances should you keep a luggage cart in your unit; it will be considered stolen property.

Mail and Package Delivery

To avoid a delay in the receipt of your mail or a possible "return to sender," please notify all correspondents of your correct address, including unit number and zip code, as noted below:

***John Smith
33 Pond Avenue,
Unit 333
Brookline, MA 02445***

Please use the outgoing mail slots in the mailroom doors for outgoing mail only. If you receive mail that does not belong to you, please place it in the outgoing mail slot, not on the counter. Standard (previously third class) mail must be delivered pursuant to U.S. Postal regulations. If you wish to discard this mail, please use the trash receptacles provided. The letter carrier will gladly hold mail if you are away. Please see the letter carrier to plan. Be advised that you will not automatically receive your mail the day you return. You must inform the mail carrier that you have returned, and you should receive your mail the following day. Mailbox space is limited, so please pick up mail on a daily basis.

Package Delivery

Our Security Desk will sign for and accept most packages that arrive via UPS, Federal Express, United States Postal Service, Amazon, etc. Package deliveries will be reflected in the lobby mailroom area monitors. Those residents who have provided e-mail addresses will be sent notifications via e-mail. We receive a high quantity of packages throughout the day and need until 3:00 PM to process them. We kindly ask that you wait to pick up your packages until you have received notification from Security (not the courier). You may pick up your package(s) at the Package Office located in the main courtyard, with proper identification. The Package Office daily hours are 9:00 AM to 9:00 PM. Please notify Security if you plan to be away.

Items left by an individual not associated with a delivery company will be held at Security in B-Lobby for ten days only. It is the responsibility of the person dropping off the item to contact the recipient. Any item deemed of value should not be dropped off and should be given directly to the recipient. Please be aware that our storage space is limited, and some packages may be too large or too heavy for us to accept. If your package is either larger than 24" x 24" or over 40 pounds, please consult security before having it shipped. All oversized packages must be picked up within 24 hours of delivery.

Packages that are not picked up within 24 hours will be automatically charged a storage fee of \$25 per day.

All non-oversized, soft packages and mail must be picked up within 5 days of delivery. Any of these items not picked up within 5 days will be automatically charged a storage fee of \$25 per day to the Owners / Investors account. Any package of any size not picked up within 10 days of delivery will be returned to the sender. The Brook House Condominium Trust does not accept responsibility or liability for any packed perishable, damaged, or missing items. Brook House reserves the right to refuse any item/s that will substantially reduce the size of the package office. Packages and food deliveries are not to be left in the lobbies. All food deliveries are to be delivered directly to the Unit. Food items left in lobbies will be discarded.

Maintenance Requests

With the exception of certain heating, air-conditioning, plumbing, and electrical problems incidental to common area maintenance, the monthly condominium maintenance fee does not include any repair or maintenance work within a unit.

If the unit owner desires to have work done in the unit by the Brook House staff, the owner should call the Management Office at (617) 731-5405, between 9:00 AM and 5:00 PM, Monday through Friday, and a service order will be written. After-hour calls are recorded at the security console and turned over to the Facilities Department on the following regular workday. Emergency calls are recorded at the security console and called out to the on-call Facilities staff.

The basis of all charges will be the cost of parts and materials, plus the labor involved. Charges will be computed to the next one-half (1/2) hour, with a one-half (1/2) hour minimum. Please contact the Management Office for current rate information.

For emergency calls responded to after hours and on weekends and holidays there is an overtime charge. Investor owners should be advised that, as directed by the Brook House condominium documents, Facilities staff will respond to service order requests from unit owners only.

Requests are not taken by tenants. The unit owner's account will be billed for the work order. After-hour calls will be billed at the rate of time and a half.

Brook House does not renovate or paint units, nor does it supply or install redecorating materials such as curtain rods, blinds, and closet doors. Garbage disposal, gas stoves, and dishwashers can be installed by our facilities Department for a fixed fee. If you have any questions about our pricing or our services, please contact the Management Office.

Payment of Unit Service Orders

If a Unit Owner, occupant, agent or anyone purporting to act on their behalf, shall request that the Trustees or their designees perform maintenance, repair or other work in, at or with respect to a unit, or if any such work is performed by the Trustees (or their designees) as a result of an emergency as determined by the Trustees in their sole discretion ("Service Order"), the Unit Owner shall pay all charges assessed for the Service Order ("Service Charge") on the first day of the calendar month immediately following issuance by the Trustees to such Unit Owner of such Unit Owner's monthly statement showing the Service Charge (the "Payment Date").

In the event that the Trustees have not received payment of any Service Charge within sixty (60) days of the Payment Date, a late charge shall be assessed against the Unit Owner in the amount of Thirty and 00/100 Dollars (\$30.00) or such other amount as the Trustees from time to time deem appropriate. An additional late charge of Thirty and 00/100 Dollars (\$30.00) (or such other amount as the Trustees from time to time deem appropriate) shall be assessed against the Unit Owner for each thirty (30) day period in which payment of a Service Charge, together with all late accrued charges, has not been received by the Trustees.

All payments received by the Trustees for Service Orders shall be applied first against outstanding late charges and then against assessments for Service Charges outstanding for the longest period of time. Any unpaid Service Charge, together with accrued late charges, shall constitute a lien against the unit, and such assessment shall be enforceable as a common expense in accordance with the provisions of Massachusetts General Laws, Chapter 183A, as amended from time to time.

Move-In/Registration Process

A non-refundable move-in/registration/processing fee will be charged on all moves, both for new residents and unit owners, as well as residents and unit owners relocating within the Brook House complex. For units adding new individuals to their households after the initial move-in, there will be an additional move-in/registration fee charged. The move-in fee will be charged to the unit owner's condominium account and is subject to normal collection policy procedure.

Please check with the Management Office for specific information regarding move-in/registration fees.

Move-In/Move-Out Procedure

A. Reservation Policy

You can reserve the elevator by contacting the management office at 617-731-5405, Monday through Friday. Reservations for the elevator may be made only after residents have completed the registration procedure with Brook House Security and have completed their access device paperwork or been issued their security access devices.

- There is a one-time move-in charge for all new owners and renters in the amount of \$700.00 charged to the owner's account.
- Brook House internal moves (Building to Building or Unit to Unit) are \$225.00
- Adding a roommate requires the Owner's approval and a charge of \$125.00.

All investors, residential, and commercial owners must provide the Brook House Management office with a copy of the lease for their unit with each tenant change and update each lease prior to the expiration date.

Tenant access devices will be programmed to expire to coincide with the "lease expiration date" on file. All access devices are transferable and should be returned to the Unit Owner when moving out or given to a new owner upon the sale of a unit.

Registration appointments are scheduled during regular business hours, Monday through Friday, and may be made by contacting the Management Office. Movers MUST have a certificate of insurance naming Brook House Condominium Trust as an additional insured. The certificate must be brought into the management office, or emailed, prior to your move.

1. Elevator reservations must be made in advance through the Management Office by calling (617) 731-5405. Delivery of furniture and large items must be made through the freight elevator and also requires a reservation.
2. It is suggested that reservations be made as far in advance as possible, especially around the last day of each month, as elevators will be assigned on a first-come, first-served basis. Only one move per building is permitted at a time.
3. Moves are permitted, Monday through Saturday, during the following time slots:

09:00 AM - 12:00 PM

12:00 PM - 04:00 PM

04:00 PM - 08:00 PM

(As a courtesy to our neighbors, all moves must be completed by 8:00 PM; although exceptions may be permitted during the peak moving seasons.)

4. Moving trucks are not permitted to wait at the loading dock before 8:30 AM
5. Advise your movers to check elevator and truck height, weight, and length limitations before the move.

Scheduling of the elevators for moves and/or deliveries is prohibited on Sundays and Holidays.

Sunday moves may be allowed provided that the following stipulations that are set forth by the Board of Trustees are met:

1. The move has been approved by the Security Manager. (Approval is done on a case-by-case basis, after considering staffing and other issues.)
2. For Saturday & Sundays moves, a \$100 non-refundable charge has been paid in advance, whether it is a move-in or move-out. This \$100 is in addition to the \$700 move-in fee if moving in.

3. Moving hours are limited due to the availability of staff. To keep the disruption to a minimum we try to schedule the Sunday move between the times of:

10:00 AM – 2:00 PM

02:00 PM – 06:00 PM

B. Check-in Procedure

1. All movers must first sign in with Security in the lobby of 33 Pond Avenue.
2. Security will fill out a moving verification form and check the Certificate of Insurance.
2. Security will place the elevator on service and hang elevator pads in the freight elevator. Truck engines must be turned off in the loading dock area.

C. Moving

1. Noise levels will be kept at a sound level that will not annoy other occupants. Radios and other forms of audio equipment are not permitted.
3. Loud talking and yelling is not permitted.
4. Moves are not permitted past 8:00 PM (apart from Projects related changes).
5. Moves are not permitted through the front lobbies. Only designated service elevators may be used. Movers are not permitted to leave items in the hallways and in front of elevators unattended.
7. While Brook House will make every effort to assist if an elevator is out of service, it assumes no responsibility for rescheduling or lost time.

D. Check-out Procedure

1. All empty boxes and other debris must be removed from the property or cut up and left in the rubbish room between 8:00 AM and 11:00 AM or the recycling bins as appropriate; call either the Management Office or Security at (617) 731-5405.
3. Drivers must check out with Security at 33 Pond Avenue.
3. Any damage should be reported promptly to Security. Security will inspect the elevator and hall for damage, take the pads off the elevator and take the elevator off service.
4. Residents must remove items they may have in storage bins when they move.

No move or furniture delivery on Holidays

<u>Move In (only during those time slots)</u>	<u>Move Out (only during those time slots)</u>
a) Monday - Friday \$ 700 9 AM - 12 PM 12 PM - 4 PM 4 PM - 8 PM b) Saturday & Sunday \$ 800 Saturday 9 AM - 12 PM 12 PM - 4 PM 4 PM - 8 PM Sunday 10 AM - 2 PM 2 PM - 6 PM	c) Monday - Friday FREE 9 AM - 12 PM 12 PM - 4 PM 4 PM - 8 PM d) Saturday & Sunday \$ 100 Saturday 9 AM - 12 PM 12 PM - 4 PM 4 PM - 8 PM Sunday 10 AM - 2 PM 2 PM - 6 PM
Fob \$ 50 Windshield Tag\$ 50 Health Club Card \$ 50 Non-Resident Guest Card \$ 125 Move-In (Transfer)\$ 225 Move-In (Roommate)\$ 125	Pet Fee\$ 300 (one time) Condo Docs (Hard Copy) \$ 75 Smoking Fine \$ 200 Work Order (Per Hour) \$ 120

The \$ 700 move-in fee will be billed back to the unit's account ledger, and it covers the following:

- A. Wear and tear on elevator usage.
- B. Setting the elevator on the independent operation to accommodate the move .
- C. Administrative charges to input the resident information in all directory systems
 - Unit account set up
 - Access control system
 - Building Link Access
 - Vehicle registration entry
 - Visitor Tele-entry system
 - Package system
 - Programming Access devices
 - i. Fobs
 - ii. Health club devices
 - iii. Vehicle Tag registry
- D. Move in Packet (assembly and distribution).
- E. Future Move out and deletion of former resident's data.

Noise Policy

Residents are requested to respect their neighbors by setting noise limits in the home and acting accordingly in enforcing these limits with family and guests. Good neighbors are respectful neighbors. Although most noise is unintentional, residents do not realize how easily noise travels due to the Brook House's concrete and steel construction.

We have people of all ages living here, from infants to retirees, all with very different schedules. Please keep all noise to a minimum during quiet times before 7:00 AM in the morning and after 11:00 PM at night.

The Brook House Rules and Regulations are as follows:

“No noxious or offensive activity shall be carried on in any Unit, or 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.”

To assist Brook House residents in finding ways to minimize excessive community noise and to live together harmoniously, we offer some suggestions including, but not limited to the following:

- Lay carpeting in your unit or use as many area rugs as possible.
- If chairs are scraped on hardwood floors, the noise reverberates to other units. We suggest putting felt coverings on the legs of your chairs.
- Rolling chairs, rolling toys, and bouncing balls on hardwood floors generate great noise. Using these on carpeting will lessen the noise.
- Stereos, loudspeakers, and TVs disturb many residents in adjacent units. Subwoofers and low-frequency speakers should be moved from the floor and placed on a foam pad or matting, such as a double layer of rugs. Speakers should be placed as far away as possible or oriented away from abutters. Acoustic panels may also help reduce noise. The volume should always be kept at a level that does not disturb other residents.
- Heavy walking from an overhead unit can also create noise. Again, using carpet or area rugs can minimize sound transference. As a courtesy to our neighbors, you can also take off our shoes in the house to minimize heavy footsteps.

- Home appliances and vacuums should not be used during quiet hours.
- Personal fitness and exercise machines within units should be placed on sound-isolation materials, so noise and vibrations do not disturb neighbors. The Brook House maintains a fully equipped Health Club and encourages all residents to utilize the facility to meet fitness goals.
- Please abide by the pet rules in this handbook on Page 42.
- Contract/repair work—whether by a contractor or Unit Owner/Resident is permitted from :

Monday – Friday, 8:00 AM to 6:00 PM

Saturday- 9:00 AM to 6:00 PM

❖ Contract/Repair work is not permitted on Sundays or Holidays.

- When moving in or out of Brook House, noise levels should be kept at a level that will not annoy other occupants. Use of audio equipment while moving is not permitted.

Parking Policy

A resident who owns or rents a parking space will be issued a vehicle tag. This tag will be programmed as part of the registration process by the Security Department. (See below)

All vehicle descriptions and license plate numbers must be on record in the Security Office (see forms). Any temporary or permanent vehicle or license plate change must be reported to Security. Residents must park in their assigned space(s) only. Parking anywhere else on the property is prohibited. (Parking at the Brook House is at your own risk).

For everyone's safety, please be reminded of our strictly enforced 5 MPH speed limit in all garages and in all areas on Brook House property. Headlights must be turned on at all times in the garage so that pedestrians and other vehicles can see you coming.

Radio must be lowered when entering the garages. Due to the importance of these safety regulations, the Trustees have instructed the Management Office to aggressively pursue compliance and to take appropriate actions, including the issuance of fines against those residents who are endangering the lives of their neighbors.

Electric Vehicles

We continue to investigate ways to bring electric vehicle charging to Brook House. In the interim, we are allowing a few deeded parking spaces to install outlets or chargers at the owners' cost, based on what our current infrastructure can handle. Please contact the management office and/or maintenance for more information. Brook House will permit residents to charge their EVs at their parking spaces with the properly installed outlets for a fee of \$20.00 per month.

Guest Parking

Guest Parking is available in many local garages and parking lots, including the Visitor's (aka Transient Garage, Spaces #1 through #67) Garage on the ground level of the Brook House in between 44 Washington Street ("A" Building) and 33 Pond Avenue ("B" Building). This garage is not owned by Brook House. Anyone parking in the Visitor's Garage must pay the posted rates or obtain an overnight parking permit from Security, located in the lobby of 33 Pond Avenue.

Parking on Pond Avenue

There is a two-hour parking limit along Pond Avenue as set by the Town of Brookline. Overnight parking on the curbside is prohibited in Brookline. Tickets are issued by the Brookline traffic control officer and ticketing is aggressive. The lower Town lot alongside the pond-on-Pond Avenue is for "Park Patrons" only – all violators will be ticketed.

Parking Enforcement Policy:

Common Area Violations include the main courtyard, all driveways, turn-a-rounds, and loading dock areas

1st Offense –

- Ticket Vehicle
- Warning letter with the stated parking enforcement policy

2nd Offense –

- Ticket Vehicle
- Letter with \$25.00 fine – 30 days to pay or charged to Unit Owner account.

3rd Offense –

- Ticket Vehicle
- Letter with \$25.00 fine – 30 days to pay or charged to Unit Owner account will be informed that any further offense in calendar year will be subject to towing.

4th Offense or more (in same calendar year)

- Ticket Vehicle
- Tow Vehicle
- Letter with \$25.00 fine

Blocking handicapped access ramps or doors to the pool. – Subject to immediate towing on first offense. Staff will attempt to contact registered owners before towing.

❖ **Non-registered vehicles** will be towed on the fourth offense.

There are fines in the Visitors Transient Garage (Parking Spaces # 1-67), which Atlantic Management owns.

1st Offense –

- Ticket Vehicle
- Warning letter with the stated parking enforcement policy and **\$20.00 charge payable to Atlantic Management.** 30 days to pay

2nd Offense –

- Ticket Vehicle
- Letter with **\$20.00 charge payable to Atlantic Management** and \$25.00 fine payable to Brook House – 30 days to pay or charged to Unit Owner account.

3rd Offense –

- Ticket Vehicle
- Letter with a **\$20.00 charge payable to Atlantic Management and \$25.00 fine payable to Brook House – 30 days to pay or charged to Unit Owner Account – will be informed that any further offense in the calendar year will be subject to towing.**

4th Offense –

- Ticket Vehicle
- Tow Vehicle
- Letter with **\$20.00 charge payable to Atlantic Management** and \$25.00 fine payable to Brook House

Handicapped Parking Spaces – Subject to immediate towing on first offense – staff will NOT contact before towing.

❖ **Non-registered vehicles** – will be towed on the fourth offense.

Pet Policy

OVERVIEW

The Brook House is a pet-friendly condominium association, and we welcome your pet! Living in a community like Brook House with pets comes with additional responsibilities to ensure the comfort and safety of your neighbors. Not everyone has the same degree of ease with animals.

Some residents have real concerns, ranging from allergies to a fear of certain breeds or sizes. While this document provides the Brook House policies regarding pets, there are also several informal ways you can extend your consideration to your neighbors who may not necessarily be as comfortable with your pet as you are.

- When using the elevator, it is a welcome courtesy for dog owners to ask others in the elevator if they may join them and, if declined, to take the next elevator. In reverse, if you're already on the elevator with your dog and it stops to pick up someone uncomfortable riding with you, it is incumbent upon the person waiting to get on to take the next elevator.
- If you have a small dog, please consider carrying your dog while walking through the building(s) and adjacent areas. If you have a large dog that can't be carried, please be mindful, especially when on the elevator, to keep your dog away from others unless they indicate that they are comfortable having the dog near them.

Having pets at the Brook House is a privilege and you are responsible for doing your part to make it a safe, happy community for everyone.

INTRODUCTION

Pets are defined as those animals that are lawfully allowed to be kept in dwelling units and the Brook House does not permit any illegal animals to be kept in a home. If such animals are discovered being kept in a Brook House residential or commercial unit, the Brookline Board of Health and Brookline Police shall immediately be notified of such, and the animal's owner will be required to remove the illegal animal from the Brook House premises.

The Brook House Board of Trustees may insist that any unit owner or occupant must not retain a pet that the Trustees, in their sole judgment, determines interfere with the rights of other unit owners or occupants. To help achieve harmony, and to benefit both the pet owners and the entire Brook House community, the rules reflected in this document have been established and will be strictly enforced.

RULES

Registration

1. All pets of any kind, including but not limited to, dogs, cats, birds, small mammals, reptiles, amphibians, or fish¹, must be registered with the Brook House Management Office.
 - The applies whether the animal is a pet or an assistance animal.
 - Any new pet must be registered by the resident within seven (7) days of the adoption of the pet.
2. There is a \$300.00 registration fee per dog for each owner or tenant with one or more dogs. There is no charge for registering any other kind of animal.
 - All dogs must have a current license issued by the town of Brookline.
 - Animal owners, upon registration, will be asked to sign a receipt signifying that they have received a copy of the Pet Policy.
 - The registration fee is waived for assistance animals with proper documentation.
 - The registration fee is required for all dogs who will be living at the Brook House for a fourteen (14) day period or longer.
3. It is the pet owner's responsibility to notify the Management Office when a registered pet no longer resides in the unit.
4. In order to easily identify dogs that are registered with the Brook House, each dog is required to wear an approved tie wrap on its leash or collar.
 - If such a tag is missing and the dog is not registered, a fine of \$100 will be levied and a letter will be sent to the dog owner to register the dog within thirty (30) days of notice.
 - If the dog owner does not comply within 30 days, the administrative fee will automatically be applied to the unit owner's account and a \$100 surcharge will be applied each month thereafter that the dog is not registered.

5. All dog walkers, defined as anyone other than a person who resides in the same unit as the dog, are subject to the same rules as Brook House and residents. It is the responsibility of the dog owner to make dog walkers aware of Brook House pet policies.

- Unit owners are responsible for any fines incurred by dog walkers.
- At the Brook House General Manager's discretion, a dog walker may be prohibited from the Brook House for violation of Brook House rules.

(In the case of fish, the owner needs to register that they have a fish tank in their unit).

When Pets Are Out of Their Unit

6. All animals of any kind, whether pets or assistance animals, must be always restrained and kept on a leash outside of the unit within the boundaries of Brook House property.
 - Leashes may be no longer than six (6) feet long and extending leashes must be fully retracted when in the Brook House buildings or outdoors within the boundaries of the Brook House property.
7. When outdoors on Brook House grounds, all animals must be kept on paved areas only.
 - Animals of any kind, whether pets or assistance animals, are not permitted on any grass or garden plot, or in the upper courtyard, mezzanine area, tennis courts, health club, pool, or laundry rooms under any circumstances.
 - Assistance Animals may be exempt from this requirement where appropriate.
8. Animals must not be allowed to urinate or defecate on Brook House property.
 - All waste generated by any animal must be immediately removed and properly disposed of in a sealed bag in accordance with Brook House waste disposal policies by the person with the animal at the time the incident occurs.
 - Security must be immediately notified so additional cleaning may be requested if needed.
9. Animals are not permitted in any garage area except when being transported by/to a car that is parked in the garage or is entering or exiting the building through the garage. It is highly recommended that small animals be carried in the garage, if possible.

Excessive Noise (pets)

10. Brook House Security will investigate excessive barking complaints.

- If a noise complaint is received by Brook House Security, Security officers are required to confirm the complaint. Once the complaint is confirmed, the Brook House will call the owner and request that the owner return home immediately to tend to the barking issue. If there is no answer, a voicemail message making this request will be left.
- If the pet owner is not home and cannot return home immediately or cannot be reached within a reasonable period of time, the owner will be fined at the highest level regardless of the violation number. Brook House Security may take into consideration any extenuating or mitigating circumstances.
- Each excessive barking complaint will be considered a fineable offense as detailed in the Consequences section below.

CONSEQUENCES FOR VIOLATION OF RULES

Each resident keeping or allowing an animal that (a) violates any of the above rules and regulations, (b) causes damage to or requires the clean-up of any unit or the common areas, (c) is offensive by causing or creating any nuisance, unreasonable disturbance or noise shall be:

- charged for the cost of the repair of any damage or any cleaning or the elimination of such nuisance (*These costs shall be assessed directly to the Unit Owner's Brook House account*);
 - subject to a fine for each violation (*These costs shall be assessed directly to the Unit Owner's Brook House account*);
 - subject to permanent removal of the pet from the premises condominium after reasonable notice and an opportunity to be heard.
1. Upon receipt of notification that any unit owner or resident was in violation for the first time of any of these rules and regulations, and having found that such violation occurred, a warning letter shall be sent to the offending unit owner, with a copy to the tenant living in the unit, if the unit is rented. The letter sets forth the text of the rules or regulation having been violated, together with a description of the date, time, place, and nature of the violation. Said letter shall request that the unit owner or resident in question cease and desist from such violation. A copy of the Brook House pet policy will be included with the letter.

- At the Brook House General Manager's discretion, any issue may be immediately escalated to the Board of Trustees.
 - Issues involving aggressive behavior will be immediately brought to the attention of the Brook House General Manager, who will address the situation as appropriate.
2. Upon receipt of a second violation notification with respect to any unit owner or resident who has previously been sent a violation letter a fine of \$100 for this second violation shall be imposed.
 3. Upon receipt of a third violation notification with respect to any unit owner or resident who has previously been sent a violation letter a fine of \$250 for this third violation shall be imposed.
 4. All subsequent violations, after three violations, will result in a minimum fine of \$500 per violation per pet and, after five or more violations, the issue will be presented to the General Manager, for review and action. The General Manager may escalate the situation to the Board of Trustees.
 - One of the remedies that may be sought is to issue a 'Cease and Desist' action with the costs of bringing such an action, including but not limited to, legal fees for such action, to be paid by the unit owner where the animal in violation resides.
 - If the 'Cease and Desist' action is not complied with, the decision may be made to take formal action to evict the animal.
 5. Brook House Security reserves the right to call Brookline Animal Control or the Brookline Police if Animal Control is not available if there is concern about the pet's wellbeing. Brook House Security may also take whatever action it deems necessary to ensure the well-being of the unit's resident(s).
 6. The Trustees, in their sole discretion, may arrange for the repair of, at the unit owner's expense, any physical damage that any violation causes. All fines shall be cumulative and sequential. Remedial charges as well as unpaid fines, levied pursuant to this section, shall constitute a lien on the unit owned by the violator pursuant to the provisions of Massachusetts General Laws Chapter 183A, Section 6, and shall bear interest at the rate of one and one-half percent (1.5%) per month.

Security Access System

The Brook House is equipped with a security access system. Keyless access devices are used for common area doors, parking gates, garage doors, and the pool and Health Club. These devices are issued to each resident before moving in as part of the registration process. Access devices may not be shared or transferred. (See guidelines for guests and additional devices.)

The main access doors are equipped with automatic door openers. However, they still need to be activated by the access device you are issued.

Special Outer Door Locking Procedure

The outer vestibule door to all buildings is locked, and a sign instructs visitors to "Buzz" Security, identify themselves by name, and provide the name of the resident they wish to visit. Visitors are then buzzed into the vestibule area, where they must use the visitors' tele-entry system to gain entry through the inner door.

Access Fob

Your access device will be programmed to unlock common area doors for the building in which you reside, and to allow access to the Function Room and C/D courtyard.—Each door is equipped with an access Fob reader. Your access device will unlock the door when you place the access device within proximity (2-4 inches) of the reader. The steady red light will turn green, and you will hear a clicking sound indicating that the door has been unlocked. The door will be programmed to remain unlocked for a limited time (maximum of 30 seconds).

Access Card (Health Club and Pool)

After the Indemnity form is signed, a separate picture ID card is issued to allow access to the Pool and Health Club. These doors are equipped with an access card reader. Your access card will unlock these doors when you place the access card within proximity (2-4 inches) of the reader. The steady red light will turn green, and you will hear a clicking sound indicating that the door has been unlocked. The door will be programmed to remain unlocked for a limited time (maximum of 30 seconds).

Vehicle Tag

All residents with a vehicle registered to a Brook House parking space will be issued a vehicle tag. Your vehicle tag **MUST BE ADHERED** to the interior driver's side front windshield. The vehicle tag will be programmed to open the parking gates and garage overhead doors as your vehicle approaches proximity of the access card reader. The vehicle tags may not be transferred to another vehicle. Devices will be updated for new or temporary vehicles by the Security Manager when the vehicle is registered.

Additional Access Devices

Additional access Fobs will be made available to residents who wish to purchase them. Additional cards and vehicle tags are only available to replace previously issued cards and/or tags. Access Fobs, access cards, and vehicle tags are \$50.00 each. Damaged Fobs and cards will be replaced at no charge. There will be a charge of \$50.00 for any replacement of damaged vehicle tags. There will also be a replacement charge for any lost devices.

Non-Resident Guest Card

A non-resident guest ID card may be purchased for \$125.00. A non-resident guest card is for someone who visits your unit frequently, i.e. nanny or caretaker. All non-resident ID cardholders must be registered and have written approval from the Unit Owner or Investor. ID Cards include health club, pool and resident lobby access. Health club and pool access requires that non-resident guests must be accompanied by a resident family member. An indemnity form must be signed at the time of registration. A non-resident guest ID card is good up to 1 year maximum.

Service by Outside Workers

If arrangements are made with outside repairpersons, contractors or service people, it is the Unit Owner's responsibility to make sure they have building permits as required by the Town of Brookline and are properly insured against damage to other units and common areas as well as his/her own unit. A copy of their Certificate of Insurance must be left at the Management Office. Residents should ensure that all contractors receive a copy of the Unit Modification Guidelines contained in Rule 18 or which can be obtained from the Management Office.

To allow a worker to enter into your unit when you are absent, a Resident Permission Form must be filled out and left at the Security Office in "B" Building. Contractors are permitted to work Monday through Friday from 8:00 AM to 6:00 PM and on Saturdays from 9:00 AM to 6:00 PM. Contracting work is not permitted on Sundays or Holidays. All contractors must sign in at the Security desk at 33 Pond Avenue. Parking at the Brook House is limited to the Visitor's Garage.

All workers should be reminded to enter the building only with an authorized contractor access card or when properly "buzzed-in" by security or a resident. They should not follow someone in or ask to be let in by someone other than the person for whom they are working. Workers should be reminded not to prop open doors for any amount of time when delivering or transporting several or large items. Security should be contacted for assistance. Finally, all rubbish must be disposed of pursuant to the Unit Modification Guidelines found in Rule 18 and also available from the Management Office. In addition, the common areas must be kept clean at all times during the construction process.

Smoking

There shall be no smoking anywhere on the Condominium property including, but not limited to: (i) the individual Units (including, but not limited to, balconies appurtenant to any Unit), (ii) any limited common areas or exclusive use areas including, but not limited to, patios and parking spaces, and/or (iii) all other indoor and outdoor common areas and facilities. This provision shall apply to all people including Unit Owners, occupants, agents, tenants, invitees, licensees, guests, friends and family members. Unit owners and/or occupants, etc. shall be jointly and severally liable for any violation of this provision.

Notwithstanding the foregoing, the Board of Trustees, in its sole discretion, may designate (or remove from designation) from time to time an outdoor area for smoking; provided, however, that such smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual Units.

“Smoking” shall be defined for the purpose of this provision as the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, cigar, pipe, or other apparatus or product containing any amount of tobacco, marijuana or other similar substance.

Any violation of this provision shall subject the Unit Owner or other violator to a fine in the amount of One Hundred and 00/100 Dollars (\$100.00) per day, with each day constituting a separate and independent offense. The Board may, from time to time and in the Board’s sole discretion, increase or decrease the amount of the fine set forth herein by a resolution of the Board executed by a majority in accordance with the provisions relative to the adoption of Rules and Regulations set forth in the Condominium documents. The Board shall also have the right to enjoin, abate or remedy any violation of this provision by appropriate legal proceeding, including seeking injunctive relief, and the expense of any such proceeding (including reasonable attorneys’ fees) shall constitute a common charge against the Unit. In addition, if the violation is being perpetrated by a tenant or licensee of the Unit, the Board shall have the right to seek the removal of such tenant or licensee from the Unit in violation of this provision. In addition to any and all fines imposed hereunder, the failure to pay these amounts shall constitute a separate and independent fine which shall subject the Unit Owner and/or other liable party to any and all damages hereunder, including late fees. All remedies hereunder shall be cumulative.

Notwithstanding the foregoing, the Board is not a guarantor of a smoke free environment at the Condominium. The Board shall have the right, but not the obligation, to enforce the restrictions set forth herein if the Board determines, in the Board’s sole discretion, that it is appropriate to do so in any individual case or circumstance. If the Board determines, in its sole discretion and for any reason, not to pursue enforcement of the restrictions hereunder in any individual case or circumstance, any Unit Owner may bring his or her own separate action to enforce this restriction against any other Unit Owner who violates (or whose Unit occupant, agent, tenant, invitee, licensee, guest, friend or family member violates) this provision.

If a Unit Owner who brings such action succeeds in establishing that the other Unit Owner (tenant, guest, etc.) has violated this restriction, the Unit Owner bringing the action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the violating Unit Owner.

No Unit Owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board or Association any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against, the Board or the Association under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether or not any such Unit Owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

Storage

A limited number of private storage bins in each building are available exclusively for occupants for a nominal monthly fee. For information about leasing a storage cubicle, or to place your name on the waiting list, please get in touch with the Management Office. All items must be removed from the storage space when a resident moves out of the Brook House. Flammable or readily combustible items such as cardboard, mattresses, upholstered furniture, tires, etc. are strictly prohibited. In its sole discretion, Brook House reserves the right not to accept certain items for storage. Please contact the Management Office to obtain further information.

It is the responsibility of each resident to (i) secure his/her private bin with a padlock or other device and (ii) install a floor pallet or other platform and place items in waterproof containers to protect against possible water damage. All items placed in the storage areas are done so at the sole risk of the resident.

Garage Storage

The following items are appropriate for storage in a garage space:

- 1) Bicycles:
All bicycles on the common area bike racks need to be registered with the Security Department and display a Brook House numbered identification tag.
- 2) Storage in parking spaces:
Bicycles should be attached to the wall or railing by a wall-mounted rack or an eye bolt. A bike rack can be purchased and installed through the Management Office.
If the space cannot accommodate a bike rack, an eye bolt will be installed by the association *for a fee*.

- i) If the garage space does not provide easy access to a wall or railing, the community bike rack should be used. See Security for the nearest location.
 - ii) If the resident or unit owner does not have a garage space the community bike rack should be used. Bikes are stored on-site at the owner's risk.
- 3) Collapsible shopping carts/strollers (1 cart and 1 stroller)
 - a) One cart may be stored per parking space.
 - b) The cart must be collapsed or folded.
 - c) If there is a wall in the assigned parking space, the cart should be hung on a hook provided by the association for no fee.
 - d) If there is no wall, keep it in the innermost side of the parking space away from the driving lane.
 - e) One stroller per family may be stored in each parking space.
- 4) Motor Scooters / Motorcycles
 - a) All scooters and motorcycles need to be registered with security and display a Brook House numbered tag issued by Security.
 - b) Those occupants who do not have an assigned garage space cannot leave a motorcycle in the garage or in the community bike rack.
 - c) Motorcycles and vehicles in an assigned space must not interfere with an adjacent space or driving lane.
- 5) No other items may be stored in the parking spaces without the express written permission from the Security Manager.
- 6) Parking areas are to be kept free of trash and recyclables.
- 7) Security will enforce these provisions:
 - a) Offending articles will be tagged with a notice, and a notice left under the appropriate door. If the unit is rented, the renter and the owner will be notified.
 - b) One week will be allowed for compliance without a fine.
 - c) The fine is \$25 per day. Fines will be charged to the owner of the unit.

Tele Entry System

1. When guests arrive, after passing through the outer vestibule door, they will see a tele entry high-definition touch screen system used to call residents.
2. Guests should utilize the last name look up.
3. The Tele Entry System then automatically dials the telephone number provided with the resident's name. If the resident wishes to let the guest in, the resident dials or presses "9" on his/her telephone and holds it down for a few seconds. The caller ID will come up as LOBBY GUEST.
4. An on-screen message "Access Granted" will appear on the Tele Entry display in the lobby indicating that the secured inner door is unlocked.

Washing Machines and Dryers

No connection is allowed to be made to the building utility lines and facilities for the purpose of installing or maintaining clothes washing machine, clothes dryer or other laundry equipment within any unit.

No Unit Owner shall make, or permit to be made, or maintain or permit to be maintained any connection, change or modification to any conduit, chute, line, pipe, duct, wiring, flue, meter, drain, plumbing or sanitary waste disposal fixtures and equipment, or any other facility or equipment for the furnishing of utility services to the occupants of the Building, including any such facility or equipment located within a unit but which serves any part of the building other than the unit, or which connects into any such facility or equipment which serves any part of the Building other than the unit (collectively, the "Building Utility Lines and Facilities") for the purposes of installing or maintaining in a unit a clothes washing machine, clothes dryer or other laundry equipment.

No Unit Owner shall, directly or indirectly through any Building Utility Lines and Facilities or otherwise, exhaust or permit an exhaust from clothes dryer outside of such Owner's unit.

Minimizing Risk of Common Area Damage: No Washing Machines or Dryers in Individual Units:

Due to the very serious risk of damage posed to the common areas by allowing washing machines or clothes dryers to be kept in individual units, the Trustees of the Brook House Condominium Trust have voted to act to protect the common areas from such risk of damage. Specifically, these machines have the potential to leak, causing damage to common areas and other units.

In addition, they may cause serious damage to common areas including, but not limited to, pipes, conduits, chutes, lines, ducts, wiring, flues, meters, drains, and plumbing or sanitary waste disposal fixtures. In addition, dryers are a fire hazard and may cause damage to common areas by means of fire. Brook House common area systems are not equipped to handle the additional stress that washers and dryers in individual units will add. Damage to common areas will incur additional repair expenses and cause insurance premiums to rise dramatically. Washing machines and clothes dryers in individual units create unreasonable interference with the properly designed use of the common areas due to increased stress on the common systems and the potential for, among other things, leaks, burst pipes, backed up lines, fires and smoke damage.

Moreover, the Trustees have provided fully equipped laundry rooms in each building of the Brook House Condominium. These laundry rooms are open at all times and are available to all residents of Brook House.

Therefore, it being reasonable and necessary to protect the common areas from damage, the Trustees declare the following: No unit shall possess, keep, harbor, or utilize, or allow any tenant, renter, guest, or visitor in the unit to possess, keep, harbor, or utilize, in any unit, residential or commercial, of the Brook House Condominium, either on a permanent or temporary basis or otherwise, a washing machine for any type of clothing, bedding, towels, or other like items including, but not limited to, those that are temporarily connected by hoses, piping or other removal items, to any faucets within any part of the unit, or those that are permanently affixed to the plumbing.

No Unit Owner shall possess, keep, harbor, or utilize, or allow any tenant, renter, guest or visitor in the unit to possess, keep, harbor, or utilize, in any unit, residential or commercial, of the Brook House Condominium, either on a permanent or temporary basis or otherwise, any clothes dryers of any type including, but not limited to, those that are directly vented to the outside, or are vented in any other manner, or are not vented.

IV. EMERGENCIES

Fire Emergencies in High-Rise Buildings

Fire safety is the responsibility of all residents. For this reason, the Brookline Fire Department has developed the following guidelines which may be used by all high-rise residents of residential buildings if a fire emergency arises.

Since high-rise buildings are generally fire resistive (no building is “fireproof”) and possess reliable enclosed stairways, fires are usually confined to individual units or possibly one floor of the building.

A fire in a high-rise building is no cause for panic but should be taken seriously. If a fire occurs within your unit, or on or close to your floor level, it is necessary for you to seek safety as soon as possible. Therefore, it is extremely important that you, as an occupant, become well acquainted with the stairways that are provided in your buildings, as well as the procedures to follow in case of a fire. You should know how to get to a primary stairwell or exit and a secondary stairwell or exit in the event the primary one is blocked or filled with smoke.

Your fire department is available 24 hours a day to help you in an emergency. In the event of a fire, time is critical in ensuring that the proper equipment and personnel are dispatched to assist you.

- IMMEDIATELY CALL THE FIRE DEPARTMENT (911). Tell the dispatcher the floor and unit number as well as the street address. Also give the name of the building. DON'T ASSUME ANYONE ELSE HAS ALREADY CALLED THE FIRE DEPARTMENT.
- BEFORE TRYING TO LEAVE YOUR UNIT, PLACE YOUR HAND ON THE DOOR TO FEEL FOR HEAT. If the door feels warm to the touch within five seconds, do not attempt to open it as this indicates the presence of a dangerous fire condition in the corridor.
- IF THE DOOR IS NOT WARM TO THE TOUCH, carefully open it a little so that you may check for the presence of smoke in the corridor. Place your weight against the door as you open it. This will allow you to quickly close the door if necessary.
- IF YOU FEEL THAT THE CORRIDOR MAY BE USED, alert the occupants of other units on your floor by pulling the nearest fire alarm box and then immediately proceed to the closest exit stairway. Be sure to close the door to your unit and the stairway door behind you. Do not attempt to use the elevator.
- IF YOUR UNIT DOOR IS WARM TO THE TOUCH OR IF THERE IS HEAVY SMOKE IN THE CORRIDOR, KEEP THE DOOR CLOSED. Seal cracks around the door and any other places where the smoke appears to be entering with wet towels, blankets, or similar materials.

- IF YOU CANNOT LEAVE YOUR UNIT, STAY CALM until you are directed to safety by rescue personnel. Close, but do not lock your door so that a quick search may be conducted to determine if everyone is safely out of your unit.
- IF SOME SMOKE ENTERS YOUR UNIT and you have windows which can be opened, open one slightly as near to the ceiling as possible. In units having windows which cannot be opened, remain close to the floor and use the cooler, fresher air.

Important Points to Remember

- KNOW HOW TO CALL THE FIRE DEPARTMENT (911). Call the fire department immediately at 911. A few seconds may make the difference between a minor loss and major fire.
- KNOW THE LOCATION OF ALL EXIT STAIRWAYS. They are usually located at the ends of the corridors or near the elevators. They should be marked with a standard exit sign. Count the number of footsteps between your unit and the nearest stairways in case you are unable to see when exiting in an emergency.
- KNOW HOW TO REACH TWO DIFFERENT EXITS. Don't plan on just one exit route. That means of egress may be blocked by fire or heavy smoke.
- KNOW THE LOCATION OF THE NEAREST FIRE ALARM (PULL) STATION. They are located in the corridors or near exits or adjacent to elevators. Know the locations well enough to find them in the dark. These alarms are usually for local notification of building occupants, the Fire Department should be called immediately.

Things to Avoid

- DON'T WAIT FOR THE BUILDING ELEVATOR UNDER ANY CIRCUMSTANCES. In the event of a fire, the elevator will be turned to Fire Service for use by the Fire Department.
- DON'T ASSUME THAT SOMEONE ELSE HAS ALREADY CALLED THE FIRE DEPARTMENT. The Fire Department cannot respond to assist you if not notified promptly.
- DON'T ATTEMPT TO REMOVE YOUR CAR FROM ITS PARKING SPACE. This will only cause traffic congestion and hamper the efforts of the Fire Department to reach the building.
- DON'T SHOUT FIRE. Use the Fire Alarm System (pull station) to notify other occupants of the building.
- DON'T GO BACK INTO THE BUILDING UNTIL YOU ARE TOLD TO DO SO BY THE FIRE CHIEF AT THE SCENE.

Hazardous Materials Emergencies

Local police and fire departments have established special units to deal with the threat of hazardous materials. Safety in these situations remains the responsibility of each resident. All residents must wait for directions from the hazmat squad.

Hazardous materials pose a different threat than fire and usually require the securing of the area where the material has been located. Residents who come in contact with the material may be quarantined to prevent the spread of the hazardous material. To contain the substance of the hazmat squad leader may direct residents to remain inside their units or may prohibit residents arriving home from entering the building. Certain exit routes and stairwells may be closed to foot traffic, or one floor of the building cordoned off until the hazardous materials can be removed, and the area made safe.

A hazardous material emergency in a high-rise building is no cause for panic but should be taken seriously. It is necessary for you to stay calm and wait for directions from the hazmat team or security. The hazmat squad is available 24 hours a day to aid you in an emergency. In the event of an emergency, time is critical in ensuring that the proper equipment and personnel are dispatched to assist you.

DON'T WAIT OR RETURN TO YOUR UNIT. In the event that you notice a suspicious substance or smell, use the closest telephone to report the concern.

DON'T USE THE BUILDING ELEVATOR UNDER ANY CIRCUMSTANCES. The elevator may spread the material to other areas of the building. Upon their arrival, the hazmat squad will turn the elevators to Fire Service, and they will be unavailable for resident use.

DON'T ASSUME THAT SOMEONE ELSE HAS ALREADY CALLED 911. A delay in the Fire Department or hazmat unit response to assist you can increase the danger the hazardous substance poses to the community. When possible, notify the Security Console so that we may assist emergency personnel when they arrive at the building.

DON'T USE THE FIRE ALARM SYSTEM (pull station) to notify other occupants of the building, contact Security after calling 911.

DON'T LEAVE YOUR UNIT UNTIL YOU ARE TOLD TO DO SO BY THE FIRE DEPARTMENT OR HAZ-MAT SQUAD CHIEF AT THE SCENE.

DON'T GO INTO THE BUILDING UNTIL YOU ARE TOLD TO DO SO BY THE FIRE DEPARTMENT OR HAZ-MAT SQUAD CHIEF AT THE SCENE.

EVACUATION SEQUENCE

ALERT SIGNAL & PRE-RECORDED MESSAGE

1. Alarm sounds to the entire building and a pre-recorded message is broadcast three times to all floors. This pre-recorded message alerts all occupants in the building that a fire alarm device has activated.
2. The announcement states: “Attention please, the signal tone you have just heard indicated a report of an emergency in this building. If your floor evacuation signal sounds **AFTER** this message, walk to the nearest stairway and leave the floor. While the report is being verified, occupants on other floors should await further instructions.”

EVACUATION SIGNAL

- The evacuation alarm along with strobe lights activate only to “**floor above incident**”, “**floor of incident**” and “**floor below incident**”. These occupants evacuate by walking calmly to the stairwell exit and **PROCEED TO THE FRONT EXTERIOR OF THE BUILDING**.
- A live announcement will be made to all residents who have evacuated.

ALL CLEAR

- Await an **ALL-CLEAR** announcement before returning to your floor.

ADDITIONAL INSTRUCTIONS

- If the need arises to evacuate all of the building the evacuation signal will be activated on all floors.
- If directed to evacuate and clear the building(s), **33, 44 AND 77 BUILDINGS SHOULD PROCEED TO THE FUNCTION ROOM LOCATED AT 99 POND AVENUE BUILDING D, SECOND FLOOR** and await further instruction.
- If building **99 POND AVE** is ordered to evacuate and clear the area, **ALL SHOULD PROCEED TO THE LOBBY LOCATED AT 33 POND AVE BUILDING B** and await further instruction.
- Do not use elevators.
- People needing special assistance, **CALL 911** and speak to the dispatcher who will contact on-site emergency personnel.

V. AMENITIES

Investor Amenity Access

Each Brook House residential unit is entitled to one (pool and gym) club pass for each registered occupant sixteen years and older. **This policy means that these amenities are available for use only to those individuals that are currently registered residents (or occupants) of the units.** Individuals that own but have elected to lease their unit are not permitted to utilize these facilities. This is not a new or revised policy but rather has been part of the community's rules and regulations for some time.

Barbecue / Grilling Policy

(Labor Day to Memorial Day)

11:00 AM – 8:00 PM

(Memorial Day to Labor Day)

11:00 AM – 9:00 PM

PLEASE ADHERE TO THE CLOSING TIMES, CLEAN UP AREA AFTER USE AND DO NOT LEAVE ANY TRASH BEHIND.

TRASH MUST BE PLACED IN BROOK HOUSE TRASH CHUTES.

RULES

There are currently three locations with a total of six gas grills for use by the residents of the Brook House. There are two grills located in the C/D Courtyard which is between C & D Buildings. There are three grills located on the patio outside the Function Room which is located on the second floor of D-Building. And there is a 'Grill & Go' grill to the right of the tennis courts which is to be used for grilling only. (No seating or gathering is permitted here). As part of a function, event or party, the 3 grills external to the Function Room may be rented through the management office for a predetermined fee. (Please refer to function room policy for specific details).

The Brook House Condominium Trust reserves the right to add or remove grills from the property based upon the availability of appropriate space and impact on the residents at the Brook House. These rules herein are intended to make these grills available to all residents in a safe and considerate manner.

1. The grills at the Brook House are deemed a common amenity and are not intended for the sole use of any Resident, unless explicitly posted. No one is allowed to monopolize the grills.

2. All grills are available on a first-come, first-served basis and are to be shared with all residents. No resident is permitted to reserve a grill in any manner, unless part of a Function Room reservation. Unless otherwise posted by Management, the grills cannot be reserved by groups for their exclusive use.
3. Individual residents are allowed to use one grill at a time. A resident cannot use multiple grills at a time if there are other Residents waiting to use the grill.
4. Tables and chairs are not to be placed around the grills blocking other residents from using them. Residents are not allowed to bring out personal tables, chairs and picnic blankets and place them around the grilling areas. Specifically, there is no allowed use of the ping-pong table for serving or eating of food. There is a one-hour time limit, to be enforced by security, for an individual or group to utilize the tables and chairs. No resident is allowed to block off tables or chairs for use in any manner, these are on a first-come, first-served basis.

Unattended items that are left may be subject to removal by Security. This is to ensure that the shared space can be leveraged by multiple groups and not be dominated by an individual group.

5. A resident of the Brook House must accompany all guests in the grilling area at all times. No small children are allowed to be unattended in the grilling area.
6. There is a limit of no more than 12 individuals allowed to congregate in the grilling area and adjacent tables, chairs and benches within the courtyard. Groups larger than this are recommended to utilize the function room for these events as the purpose of the community grilling is for grill and go.
7. All residents are responsible for the cleanup of said grilling area and must remove and dispose of all materials or trash. As the common trash receptacles do not have the capacity for large garbage bags, please dispose properly and do not leave items sitting around the trash receptacles. If they cannot fit, please find an appropriate receptacle or trash chute.
8. All individuals that utilize the grilling areas must conform to the overriding nuisance language as laid out in the condominium documents referred to as “offensive activity.”
9. The Function Room grill cannot be reserved on the major Spring/Summer holidays inclusive of Memorial Day, July 4th and Labor Day. The grills will be available to all residents on those events.

INDEMNIFICATION:

Each resident/owner shall indemnify and hold harmless the Board, the Condominium Association, the Management Agent, and all of their respective agents, services and/or employees, as well as all other Condominium unit owners, tenants, guests and invitees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act of omission of any resident, his agents, servants or guest, arising out of the use of any grills on the Condominium property.

Basketball, Badminton, Volleyball and Pickleball

A multi-Sports Court with basketball hoop and games net is located in the Sports Concourse next to the tennis courts, and is open from 8:00 AM to 8:00 PM daily, weather permitting. A basketball and other sports equipment are available at the Health Club and Security Console.

Golf Net

The golf net is located on the Sports Concourse and is available for use from approximately May through October, or later if weather permits, from 8:00 AM through 8:00 PM. Please take caution when using the golf net. Additionally, your courtesy is appreciated for those who may be waiting to use the equipment.

Health Club

The Health Club located at 99 Pond Avenue is open to residents daily, 24 hours. The Brook House Health Club is outfitted with weight training equipment and cardio-vascular machines that rival the local fitness clubs. All residents are encouraged to schedule an orientation to familiarize themselves with the machines and free weights prior to working out. Please note that all residents use the health club at their own risk. The Health Club can be reached at (617) 731-2332.

Residential Unit Health Club and Pool Passes:

All residents above the age of 16 that plan to use the Health Club and Pool Area must sign the Health Club and Pool registration form before being issued a pass. This is generally done during the move in the registration process. Each Brook House residential unit is entitled to one club pass for each registered occupant sixteen (16) years and older. Occupants under the age of sixteen (16) are not allowed use of the equipment in the weight room, cardio room or aerobics room (with the exception of the ping pong equipment) but are required to be accompanied by a registered Brook House residential occupant or registered caregiver to said unit, for use of the pool.

Commercial Unit Health Club and Pool Passes:

Each Brook House Commercial Unit is entitled to four (4) club passes only. All commercial unit pass holders must register with the Management Office and passes are non-transferable between non-registered commercial unit occupants.

Facilities Include:

Weight Room	Audio/Video Exercise System
Aerobics and Dance Studio	Group Classes
Cardio Equipment	Boxing Equipment
Locker Facilities	Functional Training Equipment
Steam and Sauna	Personal Training/Massage Area
Pool Area	Tennis and Paddle Ball Courts
Basketball Court	

Health Club Rules:

Please adhere to all posted rules and regulations including but not limited to:

- Always follow safety signs and postings for each piece of equipment.
- All residents must have a current Brook House Health Club Picture Access Card.
- PETS, FOOD, GLASS, RUNNING, HORSEPLAY and LITTERING are all prohibited in the Health Club.
- Proper attire including shirts and footwear must be worn at all times in the Health Club. Bathing suits and sandals are not permitted while using the Health Club equipment.
- No one under sixteen (16) years of age or under five (5) feet tall is permitted to use the equipment, even when accompanied by an adult.
- Please observe a thirty (30) minute limit on aerobic equipment, including the elliptical machines, bicycles and treadmills during peak use times. This is thirty (30) minutes from the time you begin; not from the time someone else comes in and wants to use the machine.
- Unoccupied machines cannot be reserved.
- Reading is prohibited on weight machines.

Please do not drop weights in the cardio room. The noise travels to the residential units.

Steam and Sauna:

Pregnant women, cardiac patients, those with hypertension or persons under the influence of alcohol and drugs should not use the steam or sauna. No one under **sixteen (16)** years of age is permitted to use the steam or sauna.

Aerobics Studio:

Reservations for use of the aerobics room are accepted on a first-come, first-serve basis. Reserving the studio for up to one (1) hour per day gives you the right to use the room but does not enable you to use the studio exclusively. Other residents may share the studio during this time. If you miss your reservation by ten (10) minutes or more, you will forfeit your time. Music levels must remain at set limits. No rough playing is allowed in the aerobics studio.

Residents under sixteen (16) years of age may use the aerobics studio for supervised and authorized group activities only. The fitness equipment may not be used by residents under the age of sixteen (16), supervised or not with the exception of the ping pong table.

HEALTH CLUB & POOL REGISTRATION FORM/WAIVER

All residents & their guests must read and sign the waiver before using the Health Club/Pool-Page 86

1. Any owner of a Unit in the Brook House Condominium (the “Condominium”) who has obtained a club pass shall be deemed a Health Club Member (a “Club Member). Club Members, their families and guests (collectively, the “Users”) shall have the right to use the Brook House Health Club, Swimming Pool and facilities incident thereto (collectively, the “Facilities”) at their own risk and subject to the conditions set forth herein. Each User hereby assumes all risks and responsibilities to use of the Facilities.
2. In consideration of and as a condition to Brook House Condominium Trust (the “Owner”) allowing the Users to use the Facilities, the undersigned waive, relinquish, and release all unit owners of the Condominium, the Owner, its trustees, officers, agents, employees, successors, and assigns (collectively, the “Releasees”) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs, and expenses (including attorneys’ fees and disbursements) of any and every kind or character, known or unknown, including, without limitation, for personal injury and suffering, which the undersigned may have or which may hereafter accrue to any of them, by reason of or arising out of the use of the Facilities by the undersigned, its family and guests.

The undersigned shall defend, indemnify and hold harmless the Releasees from and against any loss, claim, liability, suit and expense (including, without limitation, attorneys’ fees) of any nature whatsoever arising in any manner whatsoever in connection with or as a result of the use of the Facilities by the undersigned, its family and guests.

3. The Owner reserves the right, in its sole and absolute discretion, to restrict the admission of guests by any Club Member. Non-residents of the Brook House will not be allowed to use the Health Club or Pool under any circumstances unless such non-residents are accompanied to the Health Club or Pool by the resident. Positive identification of a Club Member will be required at the time of issuance of a guest pass.
4. The undersigned agree to abide by the rules set forth on this Registration Form and any rules and regulations (the “Rules and Regulations”) now or hereafter adopted by the Owner and agree to cause any other Users to abide therewith. The undersigned understand and agree that its permission to use the Facilities may be revoked by the Owner at any time with or without cause.
5. In signing this Registration Form, the undersigned acknowledge and represent that I/we (a) have fully informed ourselves of its contents by reading it before signing it; (b) understand what it means; (c) sign this document as our free act and deed, in full recognition and appreciation of the dangers, hazards and risks associated with use of the Facilities; (d) are fully competent to sign this Agreement; (e) execute this release for full, adequate, and complete consideration fully intending for our estate(s), heirs, administrators, personal representatives, or assigns to be bound by the same; (f) acknowledge that a physician has been consulted regarding use of the Facilities; and (g) understand that some of the exercises to be undertaken while utilizing the Facilities may not be recommended for persons whose weight exceeds the recommended maximums, or have high blood pressure, cardiovascular problems or any other physical condition which would be aggravated by physical exercise. No representations, statements, or inducements by the Owner or its agent have been made.
6. The terms of this Registration Form shall be construed in accordance with the laws of The Commonwealth of Massachusetts. If any of its terms or provisions shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

Platform Tennis Courts

One lighted platform tennis court and one lighted half basketball court are located at the Tennis Court concourse between 99 Pond Ave and 77 Pond Ave. They are located on the second level adjacent to the courtyard area. Sign-up is not required, and play is on a first come, first serve basis.

The platform tennis court also has lines added to accommodate Pickleball. Equipment is available at Security.

Hours of Operation: 7:00 AM to 9:00 PM weekdays
9:00 AM to 9:00 PM weekends

Function Room

Hours of Operation: 11:00 AM - 11:00 PM daily (1:00 AM for private functions)

Location: 99 Pond Avenue, 2nd floor

Facilities include:

- Flat-screen television
- Fully appliance kitchen (pots, pans, dishes, utensils, etc., are not supplied.)
- Patio deck with gas grills

The room is used for monthly Trustee meetings (generally 6:00 pm on the last Tuesday of the month), committee meetings and Brook House sponsored social functions. When not in use for Association functions, it is available for private use for a fee. The Function Room is not available during private functions. Anyone interested in reserving the lounge should call (617) 731-5405. The patio and grill area are available at an additional charge for privacy during your function. If you are just renting the Function Room you can use the grilling area, but you must allow other residents access to the grilling area as well.

Function room rental cost:

\$200.00 Fee for Rental of the Function Room*

\$100.00 Fee for Exclusive Use of Patio & Grill Area

*No Patio and Grill Area fee if you share the area with other residents.

\$100.00 Security Deposit to be returned if all terms listed are met (separate check)

FUNCTION ROOM RULES:

1. Room and kitchen facilities may be used from 11:00 AM until 1:00 AM
2. The Patio area and Grills may ONLY be used from 12 Noon – 8:00 PM except Memorial Day through Labor Day 12:00 NOON – 9:00 PM Exclusive rights to patio and grill is an extra \$100 only if you rent the Function Room.
3. No more than 50 people can be in attendance at the function.
4. Resident is responsible for the conduct of his or her guests and any damages that may be incurred by them. Unit owners will be assessed for any damages or fines exceeding the \$100.00 Security deposit.

5. In the event of noise complaints, the resident will be warned only once to eliminate the noise. **If for any reason the noise level continues and another complaint is received, the party will be terminated immediately, and the \$100.00 Security Deposit will be retained as payment for the noise fine.**
6. The function room, kitchen, bar and patio area should be left clean, undamaged, and essentially as it was found. Do not dispose of rubbish in the trash chutes. Leave trash bundled in plastic bags in trash bins in the kitchen.
7. **A LIST OF ALL GUESTS MUST BE PRESENTED TO Security prior to the function. Only those on the list will be allowed entry. The Brook House Function Room is intended to be used for private functions for invited guests of residents. The building address must not be advertised to the general public or published in any media (newspapers, radio, posters, etc.)**
8. **NO SOLICITATION: no door-to-door solicitation is allowed for any event.**
9. **Unit owners must approve Function Room rental for their tenants.**
10. The undersigned shall defend, indemnify and hold harmless the Trustees and all of their employees, agents, successors and assigns from and against any loss, cost, damages, claim, liability, suit and/or expense (including, without limitation, reasonable attorney's fees) of any nature whatsoever arising in any manner whatsoever in connection with or as a result of the granting of this agreement.
11. Smoking is not permitted in the Residents' Lounge.
12. ***There is a strict 11:00 PM curfew for all Disc Jockeys and special sound systems.***

INDEMNIFICATION:

Each resident/owner shall indemnify and hold harmless the Board, the Condominium Association, the Management Agent, and all of their respective agents, services and/or employees, as well as all other Condominium unit owners, tenants, guests and invitees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act of omission of any resident, his agents, servants or guest, arising out of the service, provision or consumption of alcoholic beverages in the Condominium common areas.

In addition, each resident/owner shall further represent to the Board that no alcoholic beverages will be served to or consumed by persons under 21 years of age in the Condominium common areas or anywhere on the Condominium property.

Brook House Swim Club (Pool)

The Brook House Swim Club is located at 99 Pond Avenue and is open Memorial Day weekend through Labor Day weekend (and longer, weather permitting). The Swim Club hours of operation are weekdays from 9:00 AM until 9:00 PM and weekends and holidays from 9:00 AM until 8:00 PM. No unit owner may reserve lounges or tables if they are not present at the pool.

For handicap ramp access, residents may enter through the gate adjacent to the loading dock at 99 Pond Avenue. Residents may also access the pool area through the Main Garage and Health Club. Those choosing this route are urged to use caution when passing through the Health Club Cardio Room and to stay outside the Fitness Markers. For the safety of all residents, adults must accompany those under sixteen (16) years of age at all times.

BROOK HOUSE SWIM CLUB RULES AND REGULATIONS

- ☐ FACILITIES ARE TO BE USED AT YOUR OWN RISK.
- ☐ NO ADMITTANCE WITHOUT A MEMBERSHIP CARD - MEMBERS MUST PRESENT CARD TO LIFEGUARDS.
- ☐ GUESTS MUST PRESENT VALID GUEST PASS TO LIFEGUARDS.
- ☐ NO GLASS OR SHARP OBJECTS IN THE POOL AREA. NO FOOD OR BEVERAGES ARE ALLOWED IN THE POOL.
- ☐ NO RUNNING, HORSEPLAY OR LOUD MUSIC IN THE POOL AREA.
- ☐ NO DIVING ALLOWED.
- ☐ NO SPITTING IN OR AROUND THE POOL AREA.
- ☐ ANY PERSON(S) UNDER THE AGE OF **16** MUST BE ACCOMPANIED BY AN ADULT.
- ☐ SWIM DIAPERS OR EQUIVALENT MUST BE WORN IF NEEDED IN THE POOL.
- ☐ NO FLOATS, TOYS, BALLS, ETC. ALLOWED IN MAIN POOL UNLESS SUPPLIED BY POOL STAFF. RED CROSS AND COAST GUARD APPROVED FLOATATION DEVICES ONLY.
- ☐ NON-SWIMMERS ARE NOT ALLOWED IN THE POOL. LIFEGUARDS WILL REQUIRE PROOF OF SWIMMING ABILITY.
- ☐ THE POOL AREA WILL CLOSE IF THUNDER, LIGHTNING OR HEAVY RAIN IS DETECTED.
- ☐ PETS OTHER THAN SERVICE ANIMALS ARE NOT ALLOWED IN THE POOL AREA.

- ❑ NO LITTERING IN POOL AREA-PLEASE USE TRASH OR RECYCLING CONTAINERS.
- ❑ INFRACTION OF ANY RULE WILL RESULT IN LOSS OF POOL PRIVILEGES.

PER ORDER OF THE BROOKLINE HEALTH DEPARTMENT:
CLEANSING SHOWERS ARE REQUIRED BEFORE ENTRY TO THE POOL.
PERSONS WITH COMMUNICABLE DISEASES AND OR OPEN
WOUNDS ARE NOT ALLOWED ENTRY INTO THE POOL.

THE BROOK HOUSE RESERVES THE RIGHT TO MODIFY ANY RULE OR REGULATION ACCEPT LOCAL AND STATE HEALTH CODES AS DEEMED NECESSARY FOR SAFETY OR OPERATIONAL PROFICIENCY

The Health Club staff has the final authority to monitor and enforce all Brook House Pool Rules and State and Town of Brookline Health Regulations, including the required lifeguard to patron ratio. Please cooperate with the staff in their efforts to provide a safe and enjoyable experience for all residents.

Guest Policy: For Health Club, Pool, and Tennis Areas

Residents must remain with their Guests at all times. To allow Brook House residents to enjoy these amenities, Guests will be limited to four per unit per day with the exception of Commercial tenants, who are not permitted to bring guests. Guests to the Pool will be admitted only with a Brook House Guest Pool Pass, which can be purchased by residents at the Security Console in “B” Building.

The Trustees reserve the right to limit and restrict guests from the Swimming Pool. Residents must remain in the pool area with guests at all times. Seasonal guest passes for Pool are for up to two (2) guests, per season pass, and may be purchased at the Management Office.

Extended Guest Pool Policy:

Residents may purchase an Extended Pool Pass for consecutive days for one guest (only) from the Security Console in “B” Building. The Trustees reserve the right to limit and restrict guests from the Swimming Pool. Residents must remain in the pool area with guests at all times.

Restrooms and Locker Rooms:

Those choosing to use the Health Club restrooms and locker rooms are urged to use caution when passing through the Health Club Cardio Room and to stay clear of the fitness equipment. For the safety of all residents, adults must accompany those under sixteen (16) years of age at all times.

Tennis Courts

Facilities include three lighted tennis courts located in the upper courtyard between 77 Pond Avenue and 99 Pond Avenue.

Hours of Operation:

7:00 AM to 9:00 PM weekdays

9:00 AM to 9:00 PM weekends

A tennis Round Robin program from May through October is offered for the residents of the Brook House only. In addition, tennis lessons may be arranged with our Tennis Pro. Please contact the Health Club Manager for further information.

Tennis Court Rules:

- Reservations for one hour of play (on the hour) are accepted forty-eight (48) hours in advance at Brook House Security ("B" Building) and will be accepted only for the next day and the day thereafter.
- Reservations for each day will be posted at 7:00 AM. Once posted, no write-in reservations are permitted. Residents may play on any vacant court that is unreserved. Players must give way to those waiting to play if they have been on the court for sixty (60) minutes.
- Reserved courts will be forfeited after ten (10) minutes and may not be reclaimed by late arriving persons.
- Courts may not be reserved for more than one (1) hour of play by signing different members of a group to prolong playing time.
- For reserved play, the court must be relinquished exactly on the hour, allowing the game in progress to be completed as a matter of courtesy.
- Violation of the Tennis Rules should be reported to Security, who will forward complaints to the appropriate authority.
- Your help in maintaining good relations with our neighbors next door is appreciated.
- Tennis shoes are required (no black soles) and proper tennis attire.
- In respect for neighboring units, court lights are turned off promptly at 9:00 PM. Please plan your play accordingly.

VI. RULES AND REGULATIONS

The Brook House Condominium Trust welcomes residents, owners, and guests to the Condominium Association. The following are Rules and Regulations which govern units and common areas at the Association. Further, there are additional Rules and Regulations as well as procedures and applications found in the Brook House Condominium Resident Handbook which may be obtained from the Brook House Management Office.

The Brook House Management Office is located at 55 Pond Avenue, Suite E-103, Brookline, Massachusetts and is open 9:00 AM to 5:00 PM Monday through Friday (except holidays). The telephone number of the Management Office is (617) 731-5405. After the Management Office closes, Security will answer all telephone calls and direct your call appropriately. An office dropbox is conveniently located at the Security desk located at 33 Pond Avenue, in the B-Building lobby.

1. **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.
2. **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 increased insurance costs by the Unit Owner concerned.
3. **Nameplates.** Unit owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
4. **Pets.** The Trustees may insist upon any Unit Owner not keeping a pet that the Trustees, in their sole judgment, determine interferes with the rights of other Unit Owners (see page 42).
5. **Radios, Phonographs, Musical Instruments.** The volume of television sets, radios, and phonographs and the like shall be turned down after 11 PM and shall, at all times, be kept at a sound level which will not annoy the occupants of neighboring units.
6. **Laundry.** No unit owner shall hang laundry, rugs, drapes and the like out of any window or balcony of any unit. Washers and dryers are strictly prohibited from use in individual condominium units. Laundry facilities are centrally located on the lower level in each building.

7. **Signs.** Unit owners or tenants may not rent any unit for transient purposes (such as Air B & B or VRBO) nor may they display “For Sale” or “For Rent” signs in windows of their unit nor can the Owners of residential units place window displays or advertising in windows of such units.
8. **Abuse of mechanical system.** The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
9. **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 or other unit owners.
10. **Balconies.** Balconies shall be kept in orderly fashion at all times. Objects shall not be placed on or hung from the balcony railings or in any other manner placed such that there would be any reasonable risk of the object falling from the balcony.
11. **Late Charges.** Pursuant to the powers granted to the Trustees in Section 5.4.2 of the Trust, any Unit Owner who shall fail to pay common expenses assessed to a Unit within fifteen (15) days after the due date for payment therefore shall incur a late charge of thirty dollars (\$30) or such other amount as the Trustees from time to time deem appropriate. Each payment for common expenses not made within fifteen days after the due date therefore shall constitute a separate violation hereunder and shall subject a unit owner to the late charge of thirty dollars (\$30.00). All payments of common expenses received by the Trustees shall, unless otherwise determined, be first applied towards the unpaid monthly installment(s) of common expenses and late charge(s) outstanding for the longest period of time after the due date for payment therefore.
12. **Washing of Automobiles and Parking Storage.** The washing and maintenance of automobiles is prohibited within the Condominium. Parking spaces may not be used for any purpose, including the storage of miscellaneous items (i.e. boxes, fluids, chairs, etc.) other than to park automobiles or to store bicycles on Brook House approved bicycle racks. Trailers, boats, canoes and other watercraft are specifically prohibited unless otherwise permitted in Section 5.1 of the Master Deed, as are commercial trucks, vehicles and commercial vans.

13. No Liability for Personal Property of Unit Owners.

All personal property of the Unit Owners, or any other occupant of a Unit, in the Units, storage cubicles, parking spaces, and elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or occupant, and the Trustees shall not bear any responsibility therefore, except that the Condominium Trust (but not the Trustees individually) shall be liable for loss or damage to personal property, (but not for any consequential or incidental damage or for so-called "punitive" damages or penalties) solely to the extent that insurance proceeds are made available and are actually paid over to the Condominium Trust by the insurance company on account of such loss or damage and only if all costs and expenses in pursuing such insurance claim are paid in advance to the Trustees by the affected Unit Owner(s).

Unless specifically directed by the beneficiaries of this Trust pursuant to the procedures set forth herein, there shall be no affirmative obligation on the part of the Trustees to obtain insurance coverage for loss or damage to such personal property of Unit Owners and occupants.

- 14. No Air Conditioning Units in Windows.** No Unit Owner shall place any air-conditioning unit, fan, or any other mechanical device in any window without the express written consent of the Trustees.

Fines

The violation of any Rule and Regulation adopted by the Board, or the breach of the provisions of the Declaration of Trust, Master Deed, or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights set forth in said Documents, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach. The Board shall have the additional power to levy fines against Unit Owners and tenants for such violations. Unless otherwise stated in these Rules, each fine shall be in the amount of Twenty-Five and 00/100 Dollars (\$25.00), with each day that a violation continues considered a separate violation. If the Rules provide for a different fine, said amount, as stated, shall be the applicable fine.

Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were common area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond or other security as they deem appropriate to provide for adherence to the Condominium Documents as they may be amended.

In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action including, but not limited to, reasonable attorney's fees. The term "Unit Owner" shall, for purposes of this Rule and Regulation, include lessees, tenants, occupants, guests, etc. A Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision.

Airbnb, Short-Term Rental Policy Clarification

Short-term use of a unit and/or any rooms in a unit for any consideration, for living or sleeping purposes for a period of less than thirty (30) days is prohibited. Short-term use of a unit and/or any rooms in a unit shall be defined as offering and/or using, renting, leasing, licensing, letting, swapping or exchanging of a unit or room(s) of a unit, for one or more persons for living or sleeping purposes, for any consideration, for a period of less than thirty (30) days. Prohibited uses shall include any use of a unit or room(s) in a unit, as a bed and breakfast, regardless of whether or not the owner/operator resides in the unit, and/or any use for transient, hotel, motel, lodging, vacation rental, nightly rental, tourist home, tourist house or other similar usage.

No signs marketing the premises including those that say "For Sale" or "For Rent" shall be placed in any unit windows nor can the owner of any residential units place window displays or advertisements in the unit windows.

Any violation of this provision shall subject the unit owner or tenants to a fine in the amount of five hundred (\$500.00) per day, with each day constituting a separate and independent offense. The Board shall also have the right to enjoin, abate or remedy any violation of this provision by appropriately proceeding, including seeking injunctive relief, and the expense of such proceeding, including reasonable attorney's fees, shall constitute a common charge against the unit.

In addition, if the violation is perpetuated, the Board shall have the right to prohibit the unit owner from using the unit as a tenant or lessee and any other use prohibited hereunder.

All remedies hereunder shall be cumulative.

VII. APPENDICES

Professional and Retail Directory

Suite #	Directory	Telephone
#44-102	Hearing for Life	617-731-9988
#44-103A	Boston Eye Physicians	617-232-9600
#44-104A	Guang Li Xu, Owner	617-731-0504
#44-106A	Atlantic Management	508-626-0025
#33-101	Attic Brook House LLC	617-731-0887
#33-102B	Atlantic Management	508-626-0025
#33-103B	Dr. Peter Juriansz (Dental)	617-731-3888
#33-104B	Dr. Ernest Bergel (Psychiatric)	617-739-1812
#33-106/109B	Atlantic Management	508-626-0025
#33-107	Beantown Physical Therapy	617-232-7246
#33-100 Lobby Entrance	Sahani Properties	617-383-6593
#77-01		
#77-02	Dr. Zhenglun Zhu	617-734-9149
#77-04	Beautiful Skin Boston – Dr. Richard Bartlett	617-735-1800
#77-05	Atlantic Management	508-626-0025
#55-101E	Station 34	617-505-5103
#55-102E	Salon Monte Carlo	617-232-7031
#55-103E	Brook House Management	617-731-5405
#55-104E	Win International	508-626-0025
#55-105E	Brook House Package Suite	508-626-0025
#55-201	Brookline Dental Associates	617-731-1200
#55-202	Atlantic Management	508-626-0025

Important Telephone Numbers

Police, Fire and Rescue Emergency	911	
Poison Control Center	1-800-222-1222	
Brook House Health Club	617-731-2332	
Brook House Management Office	617-731-5405	
Brook House Security Emergency	617-731-9576	
Brookline Assessors Office	617-730-2060	
Brookline Fire (non-emergency)	617-730-2260	
Brookline Police (non-emergency)	617-730-2222	
Brookline Post Office	617-566-1557	
Brookline School Department	617-730-2400	
Brookline Town Clerk	617-730-2010	
Brookline Treasurer and Collector	617-730-2020	
Comcast	1-888-633-4266	
Fallon Ambulance (non-emergency)	617-482-8181	
FBI	617-742-5533	
Federal Express	1-800-463-3339	
National Grid (gas)	800-233-5325	
Automatic Laundry Services	617-969-4340	
Eversource (electricity)	800-592-2000	
Astound (RCN) – Brook House representative	617-719-9575	
Red Cab	617-734-5000	
Starry Internet	888-231-9403	
UPS	800-333-7400	
Verizon (telephone)	800-244-3737	

Security Suggestions:

1. If you see any suspicious persons or hear any suspicious noises, please call the Brookline Police Department at 911 or Security at 617-731-9576.
2. Safeguard your keys and never put your name, address, or any identification on key chains. Do not give out your unit door keys or your access devices.
3. All locked common area doors must be kept locked. Do not leave a door propped open in anticipation of returning.
4. Upon entering a building, do not hold the door open or allow entry to people you do not know including contractors, delivery persons, and service companies. If a stranger attempts to follow you through the lobby door without an access device, please alert Security.
5. Use all door locks when at home; lock all doors and windows, including balcony doors, when leaving.
6. Always use your door viewer to identify visitors before admitting them.
7. Do not get into an elevator if you see someone who looks suspicious. Report this to Security immediately.
8. Repair personnel who are not wearing Brook House uniforms or ID's should be reported to Security.
9. If you arrive home and suspect that an unauthorized entry has been made, do not go in; go to Security immediately.
10. Never leave valuables, such as packages, cameras, cell phones, etc., visible in your car; lock them in the trunk.
11. Always lock your car doors, even when in the garage or just stopping for a few moments.
12. Guests' vehicles parked in the visitor's garage on Washington Street are less likely to be vandalized.

Garage & On Street Parking Tips:

1. DO NOT LEAVE ANY VALUABLES IN YOUR CAR!
2. If you must, leave them in your car; PLACE ALL ITEMS OUT OF SIGHT either in the console, under the seat, or in the trunk of your motor vehicle.
3. Leave no trace of valuables in your car.
4. Do not keep money visible in the cup holder or a coin holder.
5. Remove all signs of a GPS unit in your motor vehicle. Remove the unit, mount, power cord, suction marks from windshield.
6. ALWAYS, ALWAYS, ALWAYS LOCK YOUR VEHICLE even in your own assigned garage parking space.
7. Park near or under streetlights or parking lot lights whenever possible.
8. Set all alarms or antitheft devices

Brook House Condominium Trust
Guidelines for Modifications to Your Unit

Improvements to Your Unit

All work in your unit affecting the structural or mechanical systems of the Condominium including, but not limited to plumbing, electrical, and HVAC must be approved through the Management Office. We are especially concerned with plumbing problems.

If you are arranging for plumbing or gas stove installation to be done in your unit, you must contact the Management Office at least 2 working days in advance to arrange for an appointment with our engineer for proper water or gas shut-off. Notice is required in order to minimize the inconvenience of a gas or water interruption for other residents. All plumbing contractors must arrive at Brook House between 9:00 a.m. and 11 a.m., Monday through Friday.

Unit Modification Guidelines:

1. **Work Hours:**

- Monday-Friday (8:00 a.m. - 6:00 p.m.)
- Saturdays (9:00 a.m.- 6:00 p.m. – BUT NO JACKHAMMERING)
- No work allowed on Sundays & Holidays

2. **Security:**

All workers and contractors must sign in and out every day with the Security Office at 33 Pond Avenue.

3. **Elevator usage:**

Any elevator usage must be reserved in advance by contacting the Management Office. Before using an elevator, check with Security so that elevator pads may be hung, and the car put on service. The owner will be responsible for any damage to the elevator.

4. **Trash removal:**

All construction trash, debris, old carpeting, appliances, etc. must be removed from the property at the owner's own expense. The use of trash chutes and dumpsters is strictly prohibited as well as disposal anywhere on Brook House property. If special trash removal provisions are required, please make accommodation with the Facilities Manager in advance.

5. **Flooring replacement:**

Installation of insulating materials or sound-deadening barriers is recommended to reduce the transference of sound and vibration between units. Wall-to-wall carpeting and area rugs are encouraged to minimize household noise.

6. **Floor varnishing:**

Floor finishing applications can produce strong odors and must be properly ventilated. Latex finishes are less odorous and therefore preferred. Notification must be given to the Management Office in advance of any floor refinishing. Contractors are strictly prohibited from storing construction materials, tools, or other items in the common areas. In addition, no painting, sanding, refinishing, sawing, cutting, or any other related tasks may be done in the common hallways and/or stairwells.

7. **Insurance:**

Each contractor and subcontractor engaged to conduct work at the Brook House Condominium must obtain and maintain, throughout the duration of the project, adequate commercial general liability (not less than \$1,000,000.00), property damage, automobile, and minimum statutory workers compensation insurance.

The “Brook House Condominium Trust” shall be named as “additional insured” (see Example below):

***Brook House Condominium Trust
55 Pond Avenue
Suite E-103
Brookline, MA 02445***

on all such policies on a primary and noncontributory basis, by proper endorsement. In addition, each policy shall contain a notice of cancellation endorsement for the benefit of the Brook House Condominium Trust. The contractor shall provide copies of the policies and endorsements to the Brook House management office prior to the commencement of any work. The Brook House reserves the right to review such policies and endorsements with its insurance advisors/agent to ensure appropriate coverage, as provided above, has been secured by the contractor.

8. **Permits:**

Appropriate permits must be obtained from the town prior to the commencement of any work; this is the unit owner's responsibility. Working without a permit will result in fines from the Town of Brookline and will likely result in increased cost of construction because the Building Inspector generally must approve the work in all stages.

This may result in the contractor needing to open walls for inspection.

Homeowners are responsible for advising their contractor(s), before engagement, that a permit is required in Brookline. The Town will require a letter from the Brook House Management Office before issuing a permit. In order to obtain this letter, a unit owner must provide the Management Office with a proposal of the work to be completed.

Please allow 48 hours for the Management Office to process the information and issue the letter to the Building Department on your behalf. Because of the Brook House's class of building, all contractors will be required to hold a Massachusetts Construction Supervisor's license.

9. **Plumbing, Electrical, HVAC, or Mechanical:**

All work "Modifications" to or affecting the common areas must be approved by the Brook House Condominium Trust including, without limitation, any work that will potentially affect drainage, building-wide systems, or ceiling penetrations and repairs. Residents undertaking such "Modifications" must sign an approved indemnity agreement available at the Management Office.

10. **Compliance:**

All of the Modifications shall be performed in strict compliance with all applicable federal, state, and local laws, rules, ordinances, and regulations, including, without limitation, all zoning, environmental, safety (such as OSHA) and related provisions, and shall be performed in such manner so as not to unduly inconvenience or disturb the occupants of the Brook House Condominium.

11. **Noise:**

Any noise complaints will be investigated by Security who will have the authority to stop work if, in their sole opinion, it is appropriate.

12. **Parking:**

Contractors may load and unload materials in the loading dock areas only, by first checking in with Security at 33 Pond Avenue. Arrangements to use the loading dock should be made 48 hours in advance to ensure there is no conflict with a scheduled move-in or move-out reservation. No construction materials can be moved through the lobby doors or in the passenger elevator. Contractors may park in the visitor's parking area at 44 Washington Street at the posted rates.

13. **Water & Gas Shutoffs:**

All shutoffs must be scheduled with the Facilities Department at least two working days in advance.

14. **Window Railings:**

Interior and Exterior railings cannot be removed under any circumstances. If a railing is missing, it must be replaced to code.

15. **Roof Decks:**

Modification of roof decks must be approved by the Board of Trustees. If you would like to modify your deck, prior permission must be obtained. Please contact the Management Office for special instructions before entering into negotiations with your contractor.

16. **Washing Machines and Dryers:**

Washers and dryers are not permitted in individual units, per the Brook House Rules and Regulations. Such appliances can adversely impact the common utility services of the buildings. Violations are subject to fines and further action by the Trustees.

17. **Balconies:**

Balcony modifications may not be undertaken without written approval by the Board of Trustees. Please contact the Management Office for special instructions. Currently, there is a moratorium on balcony modifications. Only previously painted concrete surfaces are allowed to be painted. Under no circumstance can any brickwork surfaces be painted. This applies equally to any brickwork whether it is visible from the exterior or not. Painted brickwork has the potential to retain moisture and degrade, threatening the structural integrity of this important building component... Because of the potential negative impact to the building, fines will be imposed on those unit owners who do not adhere to this policy.

Only concrete surfaces may be painted. Further, the paint utilized must be supplied by the Brook House. The mandated paint is provided in a standard white color selected by the Brook House Design Committee and approved by the Board. Mandating a standard color guarantees a more uniform appearance for the building's exteriors. In addition, the particular paint that is provided by the Brook House is specifically made for application to concrete. It is breathable and waterproof. Balcony floor coverings and finishes are limited to those that are "loose-laid" and not permanently adhered to deck surfaces. This means that any tiles, affixed carpeting, and fastened synthetic decking are not permitted.

This policy is based on a recommendation from the condominium's contracted engineering firm that permanently fixed surfaces will limit future inspection by management and may contribute to premature corrosion of the deck surface.

Homeowners planning to place a covering on their balcony must notify the management office in advance. Homeowners are also reminded that any and all changes to the balcony are considered modifications and must be approved by the condominium association.

18. **Kitchen & Bathroom Vents:**

Kitchen vents must be accessible for repair and maintenance.

19. **Walls and Ceilings:**

During a building evaluation, asbestos was found in the walls, ceilings, and flooring of some of the units that were tested. The areas that were inspected were in good condition and the engineers recommend that they be left in place. If left undisturbed and maintained in good condition, this material is not considered hazardous. If there is any visible or abnormal change in the condition of the wall and ceiling material, or if renovations are to be made to the wall and ceiling finishes, you should notify the Brook House Management Office.

The wall, ceiling, and floor finishes are the responsibility of individual unit owners. Before disturbing the walls/ceilings or floors/finishes in any way, the owner should have these elements tested for asbestos-containing material and the Management Office must receive a copy of the results as well as all other notifications.

If test results identify the presence of asbestos, only a certified contractor should undertake any work requiring the disturbance of wall and ceiling material.

All work must be performed in strict compliance with all applicable federal, state, and local laws, rules, ordinances, and regulations, including without limitation, all environmental and related provisions. Obtaining applicable permits is a part of this process.

20. **Rule Infractions:**

All rule infractions are subject to a minimum \$25 fine per day until the infraction is eliminated.

Contact: Phil Corbett
Facilities Manager
p.corbett@brookhousecondo.net

A thorough asbestos
survey is required
prior to demolition
or renovation
activities on a
structure of any age.

Contact

100 Cambridge Street, Suite 900
Boston, MA 02114
617-292-5500
<http://mass.gov/dep/asbestos>



MassDEP Asbestos Survey Requirements

MassDEP - Bureau of Air & Waste
Asbestos Program



Why do survey?

- Comply with State and Federal regulations
- Protect health and safety of workers, building occupants and members of the public
- Ensure identification and removal of asbestos prior to demolition or renovation activities
- Prevent disturbance of asbestos and potential exposure to airborne fibers caused by uncontrolled demolition, renovation, electrical/plumbing/mechanical repair activities, etc.
- Avoid increased project costs (e.g., decontamination, disposal, possible enforcement & penalties)



Regional Contacts

For site specific or technical questions:

Central: Christa Cronk (christa.cronk@mass.gov, 508-965-5267)

Northeast: Grady Dante (grady.dante@mass.gov, 978-921-1152)

Southeast: Colleen Ferguson (colleen.ferguson@mass.gov, 508-946-2832)

Western: John Moriarty (john.moriarty@mass.gov, 857-443-5348)

Survey requirements

- Must be performed by a licensed Asbestos Inspector certified by the Department of Labor Standards
- Use EPA approved procedures and methods
- Identify and assess suspect ACM located in all areas that will be breached or otherwise affected by demolition or renovation activities, including, but not limited to wall cavities, areas above ceilings and under/between multiple layers of flooring
- Provide written report identifying the types, amounts, and location of all ACM present
- Assume any suspect ACM not sampled and tested to be ACM and handle accordingly

For more information

MassDEP Asbestos Website:
<http://mass.gov/dep/asbestos>

Department of Labor Standards
<https://www.mass.gov/asbestos-safety-program>

Find your region:
<https://www.mass.gov/service-details/massdep-regional-offices-by-community>

For general program questions:
 Boston office: Mike Elliott (michael.elliott@mass.gov, 617-571-0824)

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT
Asbestos & Lead Referral

To: HEALTH DEPARTMENT **Date:** _____

An application has been received to remove/disturb exterior or interior material(s) that may contain lead or asbestos at:

Property Address: _____

It is required that the Health Department approve the same.

Please sign and return to the Building Department after approval is granted by the Health Department.

APPROVAL OF HEALTH DEPARTMENT

Health Department

Date

- (a) The written asbestos survey report shall describe the demolition or renovation operation to be undertaken and identify the types, amounts, condition and locations of all ACM present. The written asbestos survey report shall also include the following:
1. The date(s) of the survey of the facility;
 2. The printed name, business address, business telephone number, certification number and signature of the asbestos inspector who conducted the survey and prepared the report; and
 3. A description of the manner used to determine the sampling locations.
- (b) The written asbestos survey report shall also contain an inventory of the exact locations of the ACM or suspect ACM from which samples were collected, analytical results of all samples taken, the date(s) such samples were collected, the name(s) of the persons who provided asbestos analytical services, and a blueprint, site map, diagram or written description of the facility and locations(s) thereof subject to demolition or renovation. This documentation shall clearly identify each location subject to demolition and/or renovation and the corresponding footage (square and/or linear) of any ACM or suspect ACM in each location.
- (c) Any suspect ACM that is not sampled and tested for the presence of asbestos must be handled and disposed of as if it were ACM and must be identified as ACM in the asbestos survey report.
- (d) The owner/operator of a facility or facility component shall maintain a copy of the written asbestos survey report available at the facility for review by or submittal to the Department upon request at all times during the asbestos abatement activities and shall preserve and maintain such report at the facility for at least two years following the completion of said activities. If the facility is unstaffed or in the event that the facility is demolished, the owner/operator shall preserve and maintain the written asbestos survey report at its regular place of business.

(4) Survey Requirements.

With the exception of the owner of an Owner-Occupied, Single-Family Residence who performs asbestos abatement activities at the owner's residence involving solely non-friable ACM, the owner/operator of a facility or facility component that contains suspect ACM shall, prior to conducting any demolition or renovation, employ or engage an asbestos inspector to thoroughly inspect the facility or facility component, or those parts thereof where the demolition or renovation will occur, to identify the presence, location, amount and condition of any ACM or suspect ACM and to prepare a written asbestos survey report. The survey shall identify and assess suspect ACM located in all areas that will be breached or otherwise affected by demolition or renovation activities, including, but not limited to wall cavities, areas above ceilings and under/between multiple layers of flooring. Public and private utility owners/operators of underground cement pipes in their system networks shall comply with the provisions of 310 CMR 7.15(12A)(b). in lieu of 310 CMR 7.15(4).



Brook House Condominium Trust
55 Pond Avenue Brookline, MA 02445

ACKNOWLEDGMENT OF RECEIPT OF BROOK HOUSE RESIDENT HANDBOOK

This form acknowledges that I have received the Brook House Resident Handbook, which includes policies on smoking, pets, noise, and other rules and regulations. This also includes the Health Club Waiver (info on Page 62). I understand that I am responsible for familiarizing myself with its contents and any supplemental information provided to me.

I also understand that the Brook House Condominium Trust may amend or update the rules herein from time to time and will provide me with a copy upon doing so.

Unit _____

Signature of Investor or Owner _____

Signature of Tenant _____

Date _____