

Brookline Garden Condominium

Unit Owner/Resident Handbook

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I. Introductory Comments

A. Foreword

This handbook has been prepared by the Board of Trustees for the Brookline Garden Condominium for the benefit of all residents in the Condominium, whether unit owners or renters. This edition of the handbook was produced in March, 1997 and will be updated with minor changes as they occur.

The expressed purpose of this material is to acquaint residents with the condominium concept, the role of management, and the various facilities and procedures which affect your condominium lifestyle.

As condominiums are essentially legal creations, residents are urged to become familiar with the Master Deed, Declaration of Trust and Rules and Regulations of the Brookline Garden Condominium. To assist residents in understanding these documents, we have briefly summarized certain elements of this handbook.

From time to time, various procedures may be changed or amended. Residents will be informed of any such changes expeditiously, and are urged to keep this handbook updated accordingly.

Upon the sale or lease of a unit, the present owners should provide the new owner with a copy of this handbook.

B. The Condominium Concept

The term "condominium" may be defined generally as a system of separate ownership of individual units in a multi-unit project. The owner of a condominium unit owns not only the unit described in his deed, but also an undivided interest in the "common areas", which may be defined generally as all parts of the condominium, including but not limited to the exteriors of the buildings (except windows) other than the units themselves.

The percentage of interest of the common areas owned by each unit owner differs according to the size of the unit. The actual percentage interest in the common areas for each unit is recorded with the Norfolk County Registry of Deeds. Copies of the same may be obtained from the management company, or in the Master Deed, where percentages are listed by unit.

There are certain expenses for the overall operation of any condominium for such things as maintenance of the common areas, snow and refuse removal, insurance, electricity, etc. These are called "common expenses" and are shared by unit owners on the same percentage interest basis as their ownership in the common areas. Such common expenses are paid directly to the Brookline Garden Condominium Trust on a monthly basis. Thus, together with the rights that one assumes upon purchasing a condominium unit, condominium owners also assume certain obligations, such as condominium fees or common area charges.

To ensure the orderly management of the common area, timely payment of condominium fees is essential. Massachusetts Law specifies the manner in which fees are determined, as well as remedies available to the Condominium Trust in the event of non-payment.

Basically, the owner of a condominium unit is treated as the owner of a single family house. Instead of owning a house and land, however, the condominium unit owner owns his percentage interest in the common areas. Like the owner of a house, the condominium owner may mortgage his unit or not, and in such amount as he chooses. Likewise, the condominium owner's unit will be assessed and taxed separately by the Town. Moreover, the condominium owner is responsible only for his mortgage and real estate tax payments, and he bears no responsibility for the mortgage or tax liability of his neighbors.

The property comprising the condominium has been submitted to the provisions of the Massachusetts Condominium Statute, General Laws, Chapter 183A. Chapter 183A provides that certain legal documentation be established in order to qualify as a "condominium":

1. Master Deed: The Master Deed is the basic legal document submitting property to condominium status and providing for the administration of the condominium.
2. Unit Deed: The Unit Deed is the basic instrument by which a unit in the condominium is conveyed to a purchaser. It must contain all the normal elements of a real estate deed. Further, it outlines description of the land, designation of the unit, restrictions of use, and interest of the unit in the common areas.
3. By-Laws: The By-Laws set forth the day-to-day operating rules and regulations under which the condominium will be run.
4. Declaration of Trust: The Declaration of Trust establishes the entity by which the unit owners are legally interrelated. Brookline Garden Condominium Trust is comprised of the unit owners, each of whom are beneficiaries of "The Trust". The Declaration of Trust outlines the manner in which the condominium is to be held, and it established the methods by which the Trustees of the Trust are appointed and/or elected, together with an outline of the various functions, duties, responsibilities and liabilities of the Trustees.

The boundaries of the units (demarking the areas for which the unit owner is responsible) are set forth in Section 4C of the Master Deed, reproduced below.

Description of Units

- a. Floors: The upper surface of the subflooring.
- b. Ceilings: The plane of the lower surface of the ceiling joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- c. Interior Building Walls: The plane of the surface facing such unit of the wall studs.
- d. Exterior Building Walls, Doors and Windows: The plane of the interior surface of the wall studs; as to doors, the exterior surface thereof, and as to windows, the exterior surfaces of the glass and of the window frames.

As a condominium owner, just like the purchaser of a single family residence, you have purchased your unit together with the items contained within your unit. Individual unit owners are responsible for the maintenance and repairs of items contained within the unit. This includes, but is not limited to, the repair of most plumbing fixtures, air conditioners, stoves and dishwashers. It also includes the repair of settling cracks, loose or buckling walls, and noisy floors.

To be sure, condominium ownership is a unique form of real property ownership. A delicate balance exists between the autonomy of one's private residence and the interrelationship of many other unit owners with diverse backgrounds and fields of interest. Of course, the condominium concept is not infallible. However, when approached with an attitude of common sense and courtesy for other residents, it can be a very enjoyable way of life.

C. The Role of Management

A discussion of management is essential to understand its function in the overall operation of the condominium. It is quite common for medium and large size condominium communities to retain the services of a property management company to administer and "manage" the day-to-day affairs of the condominium.

The Board of Trustees, acting on behalf of the unit owners, has entered into a contract with a professional property management company to assist them in administering the condominium. The condominium form of ownership, in itself, defines the role of management. The role of management in the condominium concept is limited to management of the common areas. Unlike apartment living, management is not responsible for those items contained within the units to the extent that those items do not affect the operations of the common elements.

Management cannot act unilaterally or arbitrarily and, instead, acts under the direction of the Trustees. The fee for management is paid from the condominium fees paid by unit owners.

Management's responsibilities include, but are not limited to:

1. Budgetary recommendations;
2. Collection and accounting of condominium fees and assessments;
3. Accounting of common area expenditures;
4. Maintenance and repairs of common areas;
5. Hiring and supervising of all employees and contractors required to maintain, administer and repair the common areas;
6. Maintenance of adequate levels of insurance for the common elements;
7. Advice in the area of rules & regulations.

Condominium management, unlike apartment building management, is limited in scope of responsibility since it relates only to the common areas. Maintenance of and repairs to items contained within the units is the responsibility of the unit owners. This distinction is critical in order to avoid confusion.

The Dartmouth Group is Brookline Garden's management company. The Dartmouth Group is appointed by the Board of Trustees to carry on the daily operation of the condominium. Common area maintenance problems and other matters concerning daily operation should be brought to the attention of the management company by calling (781) 275-3133. For an emergency, a 24-hour service is available by calling this number. Either the Manager of the Condominium, Paul Schmitt, or the maintenance superintendent, Thalia Genes, will be advised of any emergency situation. (A further list of procedures for initiating common area work requests, or complaints or inquiries, is found in Section II of this handbook.)

D. The Role of Trustees

The role of Trustees within the condominium concept is extremely important for the effective, efficient operation of the condominium. Trustees are democratically elected, or appointed by current Trustees, to act on behalf of the unit owners as described in the Declaration of Trust. Having been elected by the unit owners, the Trustees are vested with a considerable degree of authority. However, for more than ten years Trusteeship has been voluntary. Further, the Trustees are charged with a "fiduciary" obligation towards the unit owners whereby the Trustees are required to act in the best interests of the condominium as a whole. Sometimes fulfilling this obligation means that the interest of one or a group of unit owners must be subserved for the benefit of the greater number of unit owners. While authority of the Board of Trustees is extensive, certain restrictions of authority are currently set forth in the Declaration of Trust as well as in current Massachusetts law.

Unit owners should become familiar with the description of the role of Trustees as outlined in the Declaration of Trust. It is well worth noting that the position of Trustee is an unrewarding one. In making decisions, or determining policies, the Trustees must base these decisions on their best judgment as to the best interests of the condominium as a whole and often unit owners may find it difficult to understand that such decisions are not always the most popular. The election of Trustees should not be taken lightly, as the Trustees are your elected representatives, empowered to make decisions and determine policies with respect to the operation of the condominium.

II. USEFUL INFORMATION

A. Annual Meeting

An annual meeting of all unit owners is held at 7:00 p.m. at the basement of #21 for the purpose of reviewing the operation of the condominium for the preceding year. The budget for the next fiscal year is also presented and discussed at this meeting. Special meetings are called from time to time with public notice of these meetings being given at least seven days in advance through the mail or by hand. All are encouraged to attend these meetings.

B. Monthly Meetings of Trustees

The Trustees meet on a monthly basis. Any unit owner is welcome to attend these meetings. Call Paul Schmitt, Property Manager, for information concerning the location of the meeting.

C. Regular Maintenance

The condominium is serviced by a property manager who may be contacted during office hours (8:30 a.m. - 5:00 p.m.) through The Dartmouth Group (781-275-3133) or during off hours through the 24-hour answering service at (781) 275-3133.

D. Insurance

Insurance coverage for the common areas is purchased by the Trustees with funds from the maintenance fees. For more information, including the name and number of the insurance company for the buildings, please contact the management company. Each unit is insured for replacement cost.

Coverage of the contents of each individual unit is the responsibility of each unit owner. Renters may wish to take out renter insurance to protect their possessions.

Please refer to the attached insurance resolution adopted November, 1996 for more information.

E. Maintenance Fees (Condominium fees)

A monthly maintenance (Condominium) fee is paid by each unit owner to the Brookline Garden Condominium Trust and is mailed to the management company that handles the account. The fees go into an account which covers the operating expenses of the condominium. Moneys pay for services such as building and ground maintenance, heat, trash removal, snow clearing, common area gas and electricity supply, and repairs. Maintenance fees are due on the first of the month for the current month. A late fee of \$50.00 per month will be charged for fees not paid by the 10th of the month. Postmarks will not be considered and we will not be responsible for holidays or weekends.

A mandatory reserve is kept in a separate account of the Trust to handle unforeseen emergencies and capital replacement.

F. Parking

Each condominium unit is assigned one parking space. **All vehicles need a valid parking tag.** Parking spaces may be used only for parking of private autos, motorcycles, and non-commercial vehicles, which must be fully registered in accordance with applicable statutes and rules and regulations. Parking in fire lanes and no parking zones is strictly prohibited and offending vehicles will be towed at the owner's expense. A

complete listing of the parking regulations is provided in the rules and regulations located at Section IV of this handbook.

G. Plumbing Repairs

The Condominium assumes responsibility for plumbing repairs to common connecting pipes and drains and for clogged drains affecting just one unit in cases where the clogging is clearly due to general use of drains by all units and no negligence on the part of the unit owner is evident.

Repairs to the pipes and fixtures which directly service a single unit and connect it with common pipes and drains are the responsibility of the unit owner. Upon discovering a plumbing problem, the occupant should contact the management company. If the problem involves common pipes, management will fix it or call in a professional plumber at the condominium's expense.

H. Security

Security should be a top priority of all residents, tenants, and owners. Residents are urged to add deadbolt locks to their front doors and to secure all windows and entryways. Residents are also urged to report all burned out common area lights and are urged to report suspicious persons to the Police at 911. Please help to watch over each other's property.

I. Leasing/Selling a Unit

Unit owners may not display "for sale" or "for rent" signs in windows of their unit, nor any other form of advertising.

The following procedure should be adhered to by an owner when selling or renting his/her unit. These steps will provide a smoother transition in ownership.

- a. The Condominium management company must be informed in writing of the sale (or lease) and closing date;
- b. It is the responsibility of the seller (lessor) to provide the management company with the new owner's (renter's) name, address, phone number, etc. prior to obtaining a 6(d) Certificate.
- c. Seller (lessor) must provide new owner (tenant) with all documents relating to condominium policies and regulations, and maintenance fees and parking regulations. Should the seller not possess these documents, he/she may contact the management company during office hours (8:30 a.m. - 5:00 p.m.) to request copies. A complete set of condominium documents will be provided at a cost to the seller of \$25.00 per set, while individual items such as handbooks, rules & regulations, etc. will be provided at a cost to the seller (lessor) of \$.20 per page.
- d. All inquiries from realtors, lawyers and mortgage lenders should be directed to the management company. The following fee schedule is in effect for items related to unit sales:

From time to time, additional charges may be made to Unit Owners for the provision of certain services. These services shall be provided at the expense of The Dartmouth Group and charged to the Unit Owner requesting the service. Fees for these services are currently as follows and are subject to change. These services include, but are not limited to:

Unit Transfer/Refinance Fees: \$100.00

This fee is for services required in the transfer/refinance process including: Coordination and issuance of 6(d) Certificates, (please note that Massachusetts General Law requires that a ten (10) business day notice be given for 6(d) Certificates requests.) completion of bank forms, FNMA Affidavits and Condominium Questionnaires; answering questions for loan officers, appraisers, brokers and home inspectors; one set of condominium documents; prior year financial statements; Title V Inspection Report/Certificate; resident handbook and new homeowner package.

Individual Items:

6(d) Certificates:

10 or more business days notice	\$25.00
Less than 10 business days notice	\$50.00

Condominium Warranty or Affidavit:

10 or more business days notice	\$25.00
Less than 10 business days notice	\$50.00

Condominium Documents: \$25.00

A copy of the "Request for Property Information/6(d) Authorization Form" has been included at the rear of this handbook. This form should be completed and returned to The Dartmouth Group along with the Unit Transfer Fee.

J. Problems

A 24-hour service is available to all residents of Brookline Garden to report emergencies. The management office may be reached from 8:30 a.m. to 5:00 p.m. at (781) 275-3133. The answering service can be reached at other times by calling (781) 275-3133.

If unit owners/residents are not satisfied with the management company's response to their problem, they should contact the Trustees directly by putting their complaint in writing.

III. UNIT OWNER COMPLAINT/INQUIRE PROCEDURE

A condominium differs from single family home ownership in a number of ways, and one of the most important differences is the manner in which common area (please refer to Section 5(A) of the Brookline Garden Condominium Master Deed for the definition of "common areas") problems are addressed. The following outlines the procedure for requesting repairs to common areas and making inquiries as to other concerns of unit owners.

A. Written Documentation

Except in the case of an emergency, all requests for repairs or other work to common areas (including, but not limited to, repairs to roofs and basements and the comments regarding the quality of vendor services), and all other complaints, inquiries, or reports of rule violations should be in writing and addressed to The Dartmouth Group. Written common area work order request forms are available, or you may make a separate written request without utilizing the work order form.

Please direct all written communications to:

Paul Schmitt, Senior Property Manager
c/o The Dartmouth Group
3 Preston Court, Suite 3
Bedford, MA 01730

B. Emergency and Telephone Communications

The Dartmouth Group's offices are open Monday through Friday, 8:30 a.m. to 5:00 p.m. Phone (781) 275-3133. On weekends and after office hours, emergency service is available through The Dartmouth Group. Phone (781) 275-3133 (an answering service will take the message and forward it to The Dartmouth Group's representative).

Other Emergency Numbers

Police:	911
Fire:	911

IV. Brookline Garden Condominium Trust RULES AND REGULATIONS

The following Rules and Regulations are designed for the benefit of the Brookline Garden Community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- (1) "Residents" means and includes all unit owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.
- (2) "Unit Owners Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations, issued to the residents of Brookline Garden Condominium.

B. RULES AND REGULATIONS

1. Permanent Use of Common Areas

The grounds of the common areas are for the responsible use and enjoyment of all residents of Brookline Garden subject to any reasonable restrictions imposed by the Trustees. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the common areas without prior Trustee approval.

The specific procedure for obtaining Trustee approval for more than temporary use of the common areas is set forth separately in the Unit Owners Handbook.

2. Effects on Insurance

No resident shall use his or her unit in such a fashion as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gunpowder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Fire Department or any government agency.

Residents are reminded to adhere to the requirements of Section 5.8.5 of the Declaration of Trust relating to Notice of Owner's Improvements concerning improvements which exceed a total value of One Thousand Dollars (\$1,000.00).

3. Exterior Decorations, Lights, Fixtures and Signs

No modifications may be made to the architectural and structural elements of the buildings or the exterior of the units without prior Trustee approval. Residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, privacy barriers, and balconies. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures.

The Trustees will approve the seasonal use of exterior decorations on a temporary basis, at their discretion.

This rule does not prohibit residents from installing dead-bolt locks or locks of a similar nature or design. Residents are encouraged to bring specific security concerns, including concerns relative to lighting, to the attention of Management.

Residents may not display "for sale" or "for rent" signs or advertisements of any kind in the windows of their unit.

4. Laundry

No resident shall hang laundry, rugs, drapes, and the like from any unit or any appurtenance of a unit. Hours for doing laundry are:

7:00 a.m. - 11:00 p.m. Monday - Friday
9:00 a.m. - 11:00 p.m. Saturday, Sunday

5. Pets

- a) All pets must be registered with the management office within 30 days of unit occupancy or pet acquisition.
- b) All dogs must be licensed by the Town.
- c) All pets are to be walked on hand held leashes. Pets may not be confined to common areas by chains, anchors, ropes or the like.
- d) Pets are not allowed to defecate on Condominium lawns, shrubs, shrub beds or pavement. Pets are to be taken to an appropriate area, at which time, all waste products are to be immediately picked up and disposed of properly.
- e) Any resident who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the Management office detailing the offense. The complaint must be signed by the resident filing the complaint, but all names will be held confidential.
- f) Upon receipt of a signed complaint, the management office representative will immediately send a written notice of the violation to the pet owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- g) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.
- h) Any pet owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:

1st, 2nd offense	Written warning
3rd offense	\$25.00 fine
4th offense	\$50.00 fine
5th offense	\$100.00 fine

(All fines are payable to Brookline Garden Condominium Trust). All offenses are cumulative over a twelve-month period only.

- i) Pet owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- j) Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants.
- k) Condominium owners are liable for damage caused by animals belonging to their guests.

6. Radios, Phonographs, Musical Instruments, Car Radios

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring units. Quiet hours are after 11:00 p.m.

7. Abuse of Physical Plant and Common Grounds

The Trustees may charge to any resident any damage to the mechanical, electrical or other building service system and damage to the common grounds or areas of the Condominium by such resident's misuse of the same. This rule applies to any misuse caused by any resident's agent, servant or employee.

8. 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 other residents or occupants. No resident shall make or permit any disturbing noise by himself or herself or his or her family, employees, agents, visitors and licensees and pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or conveniences of the other residents.

9. Sewer Systems

No resident shall install a garbage disposal system which in any way connects with or affects the sewer systems of the Condominium. Please contact management relating to the plumbing or heating systems.

10. Parking Spaces

The following restrictions and regulations shall apply to the use and occupancy of parking spaces of the Condominium:

- a) The parking spaces may be used only for parking of private non-commercial automobiles, motorcycles **and all such vehicles must display a Brookline Garden Condominium parking tag.** No boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, and the like may be parked.
- b) All vehicles shall be parked within their assigned parking spaces.
- c) If you have a guest, make sure that your guest is **NOT PARKED ON THE PROPERTY.** Should you wish your guest to park in your space, your car must be **OFF** the property and a

Brookline Garden Condominium tag placed on your guest's car. **ALL UNTAGGED CARS WILL BE TOWED WITHOUT EXCEPTION.**

Any vehicle (tagged or untagged) parked around the center island will be towed without exception.

- d) No vehicle is permitted to park in designated fire lanes or restricted parking lanes.
- e) Call The Dartmouth Group at (781) 275-3133 to learn how you may obtain a tag.
- f) Residents witnessing a violation of the parking regulations are required to notify the management company of the violation immediately, noting the license plate, make, model, and color of the car and its location. Arrangements will be made to tow the car as soon as possible at the owner's expense.
- g) In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing provisions, or in the case of untagged vehicles, **management is authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles.**

11. Dumpster

Areas in front of dumpsters are not to be obstructed at any time in any manner. Violation of this rule will be followed by immediate removal of the rubbish at the resident's expense.

12. Recreational Vehicles

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawns and sidewalks of the Condominium is strictly prohibited.

13. Rentals/Off-site Unit Owners

- a) All Off-site unit owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each unit owned by the unit owner within seven (7) days of commencement of the lease for said units.
- b) All off-site unit owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- c) Off-site unit owners shall protect the rights of unit owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these rules and regulations.
- d) The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

14. Collection of Overdue Condominium Fees

The Trustees may impose a late charge of Fifty Dollars (\$50.00) per month if any annual assessment, monthly installment, fine or late charge, interest or legal fees (the "assessment") is not received by the tenth (10th) day of the month when due.

If the resident is in default of the payment of an assessment for a period of more than sixty (60) days, management may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, management shall give notice to the unit owner, and if the delinquent installment or assessment theretofore has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the unit owner or not less than ten (10) days after the mailing of such notice to the unit owner by registered or certified mail, whichever shall first occur.

15. Violations

Violation of any rule or regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending unit owner's unit deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against residents for such violations. Collection of fines may be enforced against the residents involved as if the fine were common area charges owed by the particular resident or residents. In the case of persistent violations by a resident, management shall have the power to require such resident to post reasonable bond to secure adherence to said Rule and Regulation, or the Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

16. Attorney's Fees and Costs

Any resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, or Master Deed or the Unit Deed, as the same may be amended from time to time, or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, and Master Deed or the said Unit Deed. Payments by Unit Owners shall be applied towards attorney fees, costs, and fines before being applied to the satisfaction of any other obligation.

17. Unit Owner's Right to Hearing

Any unit owner aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided however, that said Unit Owner requests a hearing in writing within ten (10) days of the Trustee act or action which forms the basis of the resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents.

18. Trustee Discretion

The Trustees shall have the right to relax or withhold enforcement of any rule or regulation which, in the opinion of the Trustees, would impose a hardship on any or all unit owners or which under the circumstances, would be unfair or impractical to enforce.

19. Cooperation with the Trustees

All Unit Owners and residents are required to cooperate with the Trustees/Management in regard to their reasonable requests which are intended to assist in the administration of the Condominium. This rule

includes, but is not limited to, the supplying of reasonable personal information which the Trustees/Management deem required by the provisions of the Massachusetts Condominium statute.

20. Amendments of Rules and Regulations

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.

V. Common Area Easement Policy

The following sets forth the procedure for obtaining Trustee approval of common area easements requested by unit owners of Brookline Garden Condominium. Trustee approval for such easements is required under Section 5.3.2 of the Brookline Garden Condominium Declaration of Trust and Rules 1 and 3 of the Brookline Garden Condominium Trust Amended Rules & Regulations.

Definitions

1. "Common Area Modification" denotes any addition, change, alteration, or modification (either temporary or permanent) to the common areas, including but not limited to the grounds, parking areas, and structures.
2. "Common Area Easement" denotes the approval given by the Trustees for the common area modification. This easement may be conditional and/or revoked at any time at the Board of Trustees' discretion.
3. "Resident" means and includes all unit owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence.

Regulations

1. No common area modifications may be made without the prior written consent of the Board of Trustees. Satisfactory plans and specifications for the proposed common area modification must be submitted with a written request for common area easement.
2. The Board of Trustees will respond to requests for common area easements within thirty (30) days after receipt of the written request, together with the plans and specifications required in paragraph 1.
3. The Board of Trustees may engage architects, engineers or both, to review the plans and specifications, if necessary, at the expense of the requesting resident.
4. If the Board of Trustees determines that the plans and specifications are consistent with the structural integrity and/or design character of the Condominium, the Board of Trustees, in their sole discretion, may approve or disapprove said proposed work, subject to certain conditions, including restrictions, in the manner of performing such work.
5. All work in connection with the common area modification shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. Building permits must be obtained, if required.
6. Each resident requesting a common area easement and his contractor shall cooperate with the Board of Trustees and other residents so as not to unduly inconvenience or disturb the occupants of the condominium. The Board of Trustees may request, among other things, that the work be performed during certain days and hours, that the resident or his contractor make arrangements for debris removal and that common areas be left in a broom-clean condition at the end of each day.
7. Damage to the common areas which is caused by any work being performed by or for a resident shall be charged solely to such resident and may be collected in the manner set forth in paragraphs 20 and 21 of the Brookline Garden Condominium Trust Amended Rules and Regulations.

8. The resident and/or contractor shall obtain insurance in amounts and kinds satisfactory to the Board of Trustees, including worker's compensation insurance and comprehensive general liability insurance. No work may be commenced prior to the receipt of evidence of insurance by the Board of Trustees. The Board of Trustees further reserves the right to require that the contractor name the Brookline Garden Condominium Trust as an additional insured under the contractor's insurance policies.
9. The Board reserves the right to add to, amend, or modify the conditions to its approval of the common area easement.