

# **GREENBROOK II CONDOMINIUMS**

## **HOMEOWNERS' MANUAL**

**Revised: November 2023**

**GREENBROOK II CONDOMINIUM**

**MANAGEMENT OFFICE  
HOURS BY APPOINTMENT ONLY  
MONDAY – FRIDAY**

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## **CHAPTER ONE: WELCOME TO GREENBROOK II**

The Board of Managers, staff and residents of Greenbrook II welcome you to the community.

### **"GREENBROOK"**

Please note that what is commonly referred to as "Greenbrook" is actually two legally separate and unique condominium communities named Greenbrook and Greenbrook II. You have moved into **Greenbrook II**. These two communities share a 45-acre tract of landscaped land. A brook with several pedestrian bridges for your strolling pleasure and convenience divides Greenbrook and Greenbrook II. Both Greenbrook II and Greenbrook share a large clubhouse which is available for private parties, an oversized swimming pool, a separate kiddie pool, five tot lots, tennis courts, a basketball court, and a main playground.

### **GREENBROOK II**

The Greenbrook II Community consists of 41 structures containing 212 individual condominium units. Arranged in small clusters around landscaped lawns and trees, Greenbrook II's townhouses offer a small-town feeling just 35 minutes from Boston. Reading this Homeowners' Manual will give you an understanding of the rules relating to Greenbrook II so that your living experience will be comfortable and easy. For additional information, you may refer to the Master Deed and By-laws available at the management Office.

You may also obtain additional information, or clarification of any issue, from the Management Office.

## **CHAPTER TWO: FINDING YOUR WAY AROUND**

While Greenbrook II may appear to be a confusing maze of streets, driveways and intersections, it is simple to locate any homes in the community. A map is provided on the next page for your convenience.

The Management Office is in the Clubhouse at 400 Island Street, next to the swimming pool. The management office personnel will gladly provide you with additional maps at your request. For security reasons, however, they are instructed by the Board of managers not to divulge the address or any other personal information about residents, except to law enforcement officers.

## **CHAPTER THREE: WHAT IS A CONDOMINIUM?**

### **YOU OWN:**

On an individual basis, your unit.

### **YOU SHARE:**

The ownership of areas used commonly by all the owners.

### **INDIVIDUAL OWNERSHIP**

As a condominium owner, you have the exclusive ownership and control of all the space and improvements within the walls of the unit.

A legal definition of a condominium unit is a "space of air or a three-dimensional area located within the walls, floor, and ceiling of a condominium structure, be it vertical or horizontal." Thus, the boundary lines of a unit include the interior unfinished surface of the lowermost floors, uppermost ceilings and bearing walls. The actual structural walls and bearing walls are considered common elements with joint ownership.

It should also be mentioned that when "Unit Owner" is used in this manual, it refers to one person, although in reality, "Unit Owner" could mean, a married couple, a trust, a corporation, or partnership, etc.

### **JOINT OR SHARED OWNERSHIP**

As a buyer of a condominium home, you also receive an undivided interest in the remaining property that is also shared by all the other unit owners. For example, in Greenbrook II there are 212 units in 41 buildings that cover approximately 26 acres of land. All the Unit Owners own the land in common, but the land cannot be divided between them. No one can say that he/she owns a certain portion of that land. This property, better known as the "common area", includes the swimming pool, tennis and basketball courts, tot lots, Clubhouse, etc. Common area also includes land that the community is built on.

### **YOUR HOME**

Although the condominium home that you purchased may be one of several within a structure, it is exclusively yours. The management and staff of Greenbrook II do not have keys to your home and will not enter your home unless an emergency arises requiring access when you are not at home. In the event of this happening, every effort will be made to contact you as soon as possible after the fact.

## **CHAPTER FOUR: LAWS GOVERNING GREENBROOK II**

### **GOVERNING DOCUMENTS**

Greenbrook II and its residents are bound by applicable Massachusetts State Laws. In addition, other restrictions and rules of conduct appear in the Bylaws and the Master Deed. For condominium owners, Massachusetts General Laws Chapters 183A and 400 are the condominium enabling statutes. You may obtain your own copies of these statutes at the State House Publishing Office.

The land in Greenbrook II was originally registered in Land Court a number of years ago, so all title information involving the Association in general is registered on Master Certificates of Title in the Land Court Section at the Norfolk County Registry of Deeds. Further, each individual unit deed and information regarding the title for each unit deed is noted on Certificates of Title registered with the Master Certificates. The documents for Greenbrook II are located at "C11". The founding documents for Greenbrook II include:

1. The Master Deed (or Declaration of Condominium)
2. The Bylaws
3. Rules and Regulations

The master deed, bylaws and rules and regulations have been amended from time to time. Amendments to the Master Deed and Bylaws are located in book C11. Amendments to the rules and regulations, administrative matters and elections to the boards of managers are located in a vote file kept separately in the Land Court section of the Registry of Deeds.

### **GUIDELINES FOR LIVING IN GREENBROOK II**

The high density of condominium living makes it necessary to establish formal standards of conduct for residents. The Greenbrook II Board of Managers has implemented various rules and regulations through the bylaws in the master deed. Residents should have an updated Master Deed. If you do not, you may purchase a copy at the Management Office for the price of the printing.

The following items summarize some key points of general conduct that the Residents of Greenbrook II are expected to follow. **PLEASE NOTE THAT FINES WILL BE LEVIED AGAINST YOUR UNIT FOR ANY VIOLATIONS OF THE FOLLOWING RULES:**

#### **Bylaws from the Master Deed**

1. You may not post any signs, posters, plaques, etc., on any exterior surface of your home or any windows or doors that are exposed to the outside.
2. You may not add any name plates, exterior shades, awnings, window guards, gutters, or ventilators to the outside of your home without the prior written approval of the Board of Managers.
3. Residents may not employ any member of the Greenbrook II staff for work in or around a home prior approval of the Property Manager or the Board of Managers.

4. You may not attach any radio or television antennas to the buildings, unless approved by the Board of Managers.
5. Please do not play music, televisions, or musical instruments loudly or make any other noise loud enough to disturb other residents.
6. Door-to-door solicitation is not permitted either by residents or nonresidents. Report all violations to the Management Office.
7. It is strictly forbidden to ride any type of vehicle, including bicycles, on the lawns or sidewalks.
8. Dirt bikes, three or four-wheeled dune buggy type vehicles are not allowed to be ridden or walked through the community.
9. Mopeds or dirt bikes, registered or not, are not allowed in Greenbrook II unless the operator is at least 18 years of age.
10. You may not perform any maintenance on motor vehicles in the community, including driveways and garages.
11. Trash is to be placed in sturdy, securely tied, plastic bags only, and left out on the curb in front of your home or by your garage no earlier than 5 a.m. and no later than 8 a.m. Thursday mornings. Do not put trash out the night before or on any other day. The mailboxes will be posted regarding trash collection changes.
12. Furniture, water heaters, tires, batteries, paint cans, etc. will not be collected by the trash collectors. Please do not leave these items out. These items must be disposed of through a private contractor at the expense of the unit owner.
13. Do not leave garage doors open. It wastes a great deal of heat during the cold weather months.
14. You may not park any commercial vehicles in the community or display any advertising on any vehicle.
15. Trailers (for boats, cars, motorcycles, etc.) are not allowed anywhere except inside your garage.
16. Glass containers are not allowed at the tot lots, basketball and tennis courts, or swimming pool.
17. There is no ball playing allowed in the street, or against any wall, garage door, fences or grass areas other than the playground.
18. No bicycles are permitted on the sidewalks, lawns, or in areas where they impede the flow of any motor vehicle or walkers.

## **PETS** (Revised 6/22/10)

Residents are allowed to have pets in our community; however, pets must be leashed at all times and must not be allowed to litter the common areas. There is a leash law in the Town of Stoughton as well. Pet owners are urged to walk their dogs off the property in the wooded area on Island Street. If your dog eliminates within the community, all solid waste must be picked up. **Pet owners will be fined \$100.00 for any damage done to lawns and common areas by their pets.**

## **EXTERIOR AND WINDOW DECORATION**

Holiday decorations are only allowed 10 days before the holiday and should be removed 10 after holidays. Signs of any kind are not allowed. Garden decorations are limited to Small solar lights only. Flower pots are allowed during the summer and fall months only. All pots and decorations must be removed for the winter months.

## **PARKING**

The number of guest spaces in Greenbrook II is limited, which is one of the main reasons that you are issued only one guest tag per residence for overnight guests.

The following is a summary of the main issues covered in the Parking Rules and Regulations located on Page A-13 of the Appendix in the back of this Manual.

- Every unit has space for two cars: either a double garage, a garage and a driveway, or a garage and a separate outside space marked with the unit address.
- Each unit owner's vehicle must have a sticker affixed to it.
- The garage must be available for parking a car. If you have only one car you may use the garage for storage. Both the Stoughton Zoning Laws and Greenbrook II Regulations prohibit converting garages into living space.
- No on-street overnight parking is allowed in the community. Violators will be subject to a fine and/or be towed between 2 a.m. and 6 a.m.
- Do not park in a space assigned to someone else, in a landscaped area, on curves, in front of a fire hydrant, within 15 feet of a corner, in marked fire lanes, or where marked "no parking". Parking in front of mailboxes is permitted only for the short time that it takes to pick up your mail.
- Residents may not park their vehicles in guest spaces.
- Guests who use Guest spaces overnight must have a Greenbrook II "Guest Parking" tag hanging from the rear-view mirror of their vehicles. If not, they are subject to towing and/or a fine.

Please refer to the Appendix, pages A-13 to A-15 for the entire Parking Rules and Regulations.

## **RESTRICTION ON INVESTORS/RENTED UNITS**

The Greenbrook II Condominium Association members voted to amend their Master Deed, Paragraph 6, Section A, by adding a restriction on the purchase of units by investors and rental of units by existing Homeowners to be no more than 20% at any one time.

In short, these are the important points of the Amendment:

1. All Homeowners must formally apply to the Board of Managers for permission to rent out their home or sell it to an investor regardless of the percentage of investor units in the community at any time.
2. When the percentage of investor owned units is at or above 20%, no one may be granted permission to rent their unit. Homeowners should still make a formal request to the Board for approval to rent out their home or sell to an investor. The applications will be date stamped and placed in a file in the order that they are received.

Don't get caught behind the eight ball, call the Management Office before consummating the sale of a home in either community to an investor. The Property Manager will give you the current percentage of rented units at the time of your inquiry.

## **CHAPTER FIVE: GREENBROOK II GOVERNMENT**

### **THE ASSOCIATION**

The basic administrative body in the community is an unincorporated condominium Association. Homeowners are automatically members of the Association when they purchase a condominium home. Every unit represents one membership in the Association. If, for example, a husband and wife share ownership of a unit, they share one vote in the Association.

### **THE BOARD OF MANAGERS**

The Greenbrook II Association is administered by a five-member Board of Managers. The Association's Board Members are elected to serve a 3-year term on a staggered basis by the Association's membership (Homeowners) at their annual meeting in March. In the event a seat on the Board is vacated unexpectedly, the Board Members of the Association have the authority to appoint a replacement from the respective membership to serve until the next Annual Meeting. The Board elects its own President, Vice President, Treasurer, and Clerk each year from its membership.

### **THE BOARD'S RESPONSIBILITY**

The general duties of the Board includes:

- Preparing and adopting an annual budget.
- Establishing reserve funds.
- Levying assessments against Unit Owners.
- Opening Association bank accounts and designating signatories.
- Collecting the assessments, depositing them in the proper accounts.
- Providing for the operation and upkeep of the property.
- Designating, hiring, and dismissing personnel.
- Making and amending the rules and regulations.
- Enforcing provisions of the Master Deeds, Bylaws, and Rules.



## CONDOMINIUM RIDER

This Rider is made part of a lease of this date between  
as tenant  
and \_\_\_\_\_ as unit owner,  
and controls said lease. This Rider takes precedence over the terms of said lease with regard to any term in said lease that is contradiction to any of the terms hereof.

1. The tenant and unit owner agree to be bound to Greenbrook II Condominium Association by the terms hereof.

2. The unit owner assumes all responsibility for and will hold the Association harmless from any and all losses, injuries, damages, claims and costs attributable resulting directly or indirectly from said rental and/or tenancy. The unit owner and the tenant agree that the Board of Managers shall have co-equal rights along with but not in lieu of, the unit owner to evict and eject the tenant from the unit but only for violation of the unit owner's and/or tenant's obligations under this Rider and/or the condominium documents and to that extent, the unit owner's right to evict the tenant is conveyed, assigned and turned over to the Board of Managers who may exercise such right of eviction in the event that the tenant violates any of the provisions of the condominium's documents and/or in the event that the unit's common charges are unpaid at the time of commencement of eviction proceedings. Said right of eviction will be in addition to all other rights of the Board of Managers and the Association against the owner or tenant.

Further, the tenant and the unit owner agree with the Board of Managers as follows:

- (i) The tenant and the unit owner agree that the tenant has been given a copy of the Master Deed, By-laws and Rules and Regulations all as amended from time to time (hereinafter for convenience collectively referred to as the Condominium Documents); has read the same; understands them; and agrees to be bound by them.
- (ii) for any breach of the terms and conditions of the Condominium Documents by the tenant, those holding under him, his guests and invitees, the tenant shall be personally subject to the fines and other penalties provided in said Documents and further, that without impinging on the unit owner's rights of eviction, said Association through the Board of Managers shall have the same right of eviction of the tenant, his belongings and family as if the Association were an individual unit owner whose tenant had breached some material covenant of a lease agreement.
- (iii) In the event of nonpayment of condominium common charges and special assessments whether the failure to pay is due to the negligence of the unit owner or the tenant, in addition to all rights already established against the unit owners in the Condominium Documents and Mass. G.L. Ch. 183A, the Association shall also have the right to evict the tenant as provided in the previous paragraph. Further, the obligation to pay such charges shall be the obligations of both the unit owner and the tenant, jointly and severally, provided however, that if the tenant exhibits to the Board's satisfaction (within 10 days of demand) that he has paid all charges due under said Lease to the unit owner and that he has no obligations under the terms of his lease to pay such charges, the tenant shall be absolved of past indebtedness for common charges, the same being the obligation of the unit owner. Under those circumstances, thereafter, commencing with first day of the next month, the unit owner, tenant and Association shall be deemed to have agreed that the tenant shall deduct the full monthly amount of the common charges due each month for the remainder of his tenancy from the rent due to the unit owner and shall pay the same to the Association with the unit owner thereby deemed to be assenting. Notwithstanding the foregoing,

however, the Association shall be obligated to enforce its lien rights against the unit owner and the unit even if such exercise of rights amounts to an early termination of the tenancy.

- (iv) In the event of the imposition of any fine or penalty or in the event of costs incurred by the Association in enforcing its rights (including but not limited to eviction), the unit owner and tenant shall be jointly and severally liable therefor (including by way of illustration and not by way of limitation: all actual attorney's fees whether reasonable or not; all court costs; officer's fees, etc.).

By virtue of its execution of this document, Greenbrook II Condominium Association becomes a party to said lease and to this Rider only to the extent of its rights and obligations as more fully set forth herein and in said Master Deed, By-laws, and Rules and Regulations but not otherwise.

Notwithstanding the foregoing, all the above remedies are in addition to and not in lieu of previously existing remedies against the unit owner and tenant already established by statute and/or the Condominium Documents.

In witness whereof, the parties hereto set their hands and seals on this  
day of

ADDRESS OF PROPERTY:

Unit Owner/Lessor:

Tenant:

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Notwithstanding the foregoing, all the above remedies are in addition to and not in lieu of previously existing remedies against the unit owner and tenant already established by statute and/or the Condominium Documents.

In witness whereof, the parties hereto set their hands and seals on this  
day of

ADDRESS OF PROPERTY:

Unit Owner/Lessor:

Tenant:



- Obtaining and renewing insurance.
- Paying for all authorized services.
- Keeping books with detailed accounts in accordance with accepted accounting practices.
- Borrowing money on behalf of the condominium.
- Acquiring, holding, and disposing of condominium units in the event of foreclosure.
- Doing such other things as specified in the Condominium Act, the Master Deed, the Bylaws, or as passed by resolution of the Unit Owners.

The Board receives these broad powers from the Association Master Deed and Bylaws.

## **MEETINGS**

**Annual Meeting** - The affairs of the Association are conducted at meetings. The Association is required by the Master Deed to hold one Annual Meeting of Homeowners at which Board Members are elected and any amendments to the governing documents such as the Master Deed and Bylaws may be voted upon by the general Association membership in person or by proxy.

**Special Meeting** - Special Meetings of the Board of Managers may be called by the President on three (3) business days' notice to each Member, given by mail, email, or hand delivery, which notice shall state the time, place and purpose of the meeting. Special Meetings of the Board of Managers shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) Members.

It shall be the duty of the President to call a Special Meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by at least one-third in number of the unit owners and delivered to the clerk.

**Monthly Meetings** - The Board meets on a monthly basis. During the monthly meetings the Association business and Homeowners' affairs are conducted. The Board of Managers heartily encourages all Homeowners and Residents to attend these Monthly Meetings. This is your opportunity to become better informed about the community. The Board of Managers has implemented a one minute presentation rule. Meetings are not designed for a complaint session. Suggestions and questions are welcome. Residents with complaints or problems should send a letter to the management office. A private meeting will then be set up during the beginning of the Executive meeting. If you cannot be present at these meetings, you may present your concerns or questions to the Board in writing. You will be notified in writing of the board's decision or reaction to your situation. The Board suggests that you do appear in person in order to best state your position.

The Board holds its meeting at the Clubhouse at 7:00 p.m., generally on the third Wednesday of every month. Any changes to this schedule will be posted at the mail station.

## **LEGAL COUNSEL**

The Board retains the services of an Attorney to advise them in all legal matters concerning the Association. The Attorney is also present at certain monthly Board Meeting and the Annual Meeting. Some of the specific duties of counsel are to place liens against and Prosecute delinquent homeowners and provide representation for the Associations in any court proceedings.

## **AUDITOR**

The Master Deed of Greenbrook II and State law requires that a review be completed of the Association's accounts once a year. The Association hires a Certified Public Accountant to perform this task as an important safeguard against fiscal mismanagement. The results of this review are available to any Homeowner upon request.

## **CONSULTANTS**

The Board of Managers does, from time to time, hire consultants to provide technical advice and opinions concerning any construction, landscape, and maintenance problems that may arise which are beyond the scope of expertise of the management staff or Board of Managers.

## **SPECIAL AD HOC COMMITTEES**

The Board may appoint an Ad Hoc Committee from the Association's membership to provide help with special problems. For example, such committees have been set up to offer suggestions and advice on rehabilitating the main playground and redecorating the community clubhouse.

## **CHAPTER SIX: BUDGET AND FINANCE**

### **BUDGET**

The Greenbrook II budget is a plan for using our resources to finance necessary expenditures. The Association's resources are derived from the monthly fees that homeowners pay while the expenditures are the costs of operating an association.

The Board of Managers' usually start their budget meetings in October of each year. Any resident that would like to provide the board with any input, advice, or criticisms that you may have to offer concerning budgetary matters. Your comments should be put in writing either by email or letter form and sent to the Board of Managers Greenbrook II Condominium, 400 Island Street, Stoughton, Ma 02072 or by email at office@greenbrokk2.com. The Board puts together the Budget based upon input from the staff and homeowners.

The Board of Managers has the final authority and responsibility for approving the annual budget.

### **CONDOMINIUM FEES**

The amount each Homeowner pays to maintain the Association is called a "common fee" and while it is an annual fee, it is generally paid monthly. Condominium common fees are based upon the approximate relative fair market value that the developer assigned to each Unit on day one of the first phase of the condominium. The developer's gross estimated sales price of all units was divided into the expected sales price of the given unit to arrive at the percentage. Each unit owner pays his common fees in accordance with his percentage Interest.

### **CONDOMINIUM FEES - PENALTIES FOR LATE PAYMENT OR FOR NONPAYMENT**

The monthly condominium fee, late charges, fines, etc. are due on the first day of each month. A late fee of \$20.00 will be imposed on all payments received after the 15th of the month.

If it is necessary to bring suit, additional fees and costs will be assessed against the Unit Owner, and the Unit Owner faces foreclosure of title in an attempt to enforce a statutory lien.

When you sell or finance your home, any unpaid balances will appear as a balance on the 6D Certificate required.

### **GREENBROOK II BUDGET FORMULA**

| <u>Style</u> | <u>Percent<br/>Interest</u> | <u>Annual<br/>Budget<br/>Amount</u> | <u>Monthly</u> | <u>Monthly<br/>Fee</u> |
|--------------|-----------------------------|-------------------------------------|----------------|------------------------|
|--------------|-----------------------------|-------------------------------------|----------------|------------------------|

|          |        |   |     |   |    |   |        |
|----------|--------|---|-----|---|----|---|--------|
| Aspen    | .45209 | X | \$X | ÷ | 12 | = | \$ "y" |
| Belair   | .45209 | X | \$X | ÷ | 12 | = | \$ "y" |
| Concord  | .46464 | X | \$X | ÷ | 12 | = | \$ "n" |
| Doral    | .54627 | X | \$X | ÷ | 12 | = | \$ "r" |
| Eastport | .47720 | X | \$X | ÷ | 12 | = | \$ "d" |

At the start of each calendar year all Homeowners are mailed a coupon book containing twelve payment coupons which are to be filled out with the Homeowner's name, account number, and common fee amount and are to be mailed along with a check to the address indicated on the coupon. If you are a new Homeowner, please contact the Management Office for a coupon book.

Your monthly condominium fees pay for:

- Landscaping and building maintenance
- Snow removal
- Insurance
- Trash collection
- Water & sewer
- Pool and Clubhouse operation
- Employee salaries
- Reserve for roof repairs
- Reserve for street repairs/paving
- Reserve for contingencies and bad debts
- Miscellaneous operating funds

## **GAS – GREENBROOK II RESIDENTS**

The gas charges are included on your condominium fee if you reside in Buildings 62, 63, 64, 69 and 70. These buildings are connected to the Greenbrook common gas meter. Residents in buildings 91, 92 and 93 are on another small separate gas meter. These residents also pay their gas bills through the condominium fees. The remainder of the homes in Greenbrook II have individual meters and receive separate gas bills directly from the Gas Company.

## **GAS HEATER REPAIRS**

As stated above, if you reside in buildings # 62, 63, 64, 69, 70, 91, 92, 93, in Greenbrook II, you are on a master Gas meter. Being on a master Gas meter does not mean that the Association will pay for repairs to your gas furnace, which is personal property in this case. (See also pages 22, 28). If you call the Columbia State Gas Company for service on your gas furnace, you will be mailed a separate repair bill from the Gas Company that you are responsible to pay. Unit owners who get billed individually will naturally have to pay for their own gas furnace repairs.



## CHAPTER SEVEN: ADMINISTRATION

### **COMMUNITY OPERATIONS**

The day-to-day operation of the Greenbrook II Condominium Association requires the services of a staff with specific skills in property management. The Greenbrook II Board has retained the services of a professional Property Manager to manage the community.

Some of the broad duties of the Property Manager are to:

- \* Prepare a detailed annual budget for Board(s) approval.
- \* Supervise complete maintenance of all common facilities
- \* Work with the Board to provide an accurate accounting system.
- \* Supervise contractors and the Associations' employees.
- \* Respond to all Homeowner problems.
- \* Enforce all the rules and regulations of the community as set by the Board of Managers and the Bylaws and Master Deeds.

The Management Office is located in the clubhouse next to the swimming pool. In addition, you have access to the Maintenance Supervisor during the evening and on weekends **FOR EMERGENCIES ONLY** by dialing the Management Office telephone number, 781-341-1104. The Answering Service will answer and you may leave your name, address, a phone number where you may be reached and a brief description of the emergency.

**Residents may be charged a \$90.00 fee if maintenance is dispatched to the property and it is determined that it is a non-emergency.**

Please review the list of what is considered an emergency.

### **WHAT IS AN EMERGENCY**

- \* Fire in your home. Naturally you should call the Fire Department and Police first.
- \* A crime is committed in your home or on the grounds. Here again the Police should be Notified first
- \* A power outage in your home. It would be helpful if you first checked with the other occupants in your building to determine if they have power before you called the electric company or the Management Office.
- \* Pipe breaks, water leaking

## **HOMEOWNER RESPONSIBILITIES**

**Heating Malfunctions.** Since you or your landlord own the condominium, any problems with the heating plan must be handled privately. You may call the Gas Company or any HVAC contractor for heating problems. The Management Office cannot help you in this area. If you call the Columbia Gas Company for repairs is sure to provide them with the following account numbers:

Buildings # 91, 92, 93 ... Gas account #1 88-903-800-00-4

Buildings # 62, 62, 64, 69, 70 ... Gas account # 172-222-009-3

If the Gas Company bills the Association for the repair work by mistake, you will in turn be billed by the Association and are expected to make the reimbursement.

Homeowners who receive a separate gas bill each month will as a normal course of action have any repair charges put on their monthly statement by the Gas Company.

**Parking Problems.** Someone is in your assigned parking space. You may call a tow company or call the office or answering Service with the following information:

The make, model, color, registration number of the offending vehicle, where it is parked and the Greenbrook II parking sticker number or guest card number, if any.

Every effort will be made to have the vehicle towed from your space. You will also be asked for the make, model, color and registration number of your vehicle and advised to park in a guest space or in the Clubhouse lot until the offending vehicle is towed or is moved.

The answering Service needs all the information about your vehicle so that they in turn can inform the towing company to make an exception and not tow your vehicle from a guest space.

**Routine Plumbing Problems.** The Association is not responsible for clogged drains, unless the problem affects more than two units. If the problem is the responsibility of the Association, the bill will be paid by the Association; otherwise the homeowner will be liable for the payment. A rule of thumb in determining who will pay the bill is that it is generally the Association's responsibility if the problem affects all of the building. If the clog affects two units than the cost will be divided between the two units. Please notify the management office if you have a problem and it effects another unit.

To shut the water supply off to your unit, please check the directory at the beginning of this manual, under "plumbing". If you are still unable to shut down the water supply, call the answering service and have the maintenance supervisor paged during non-working hours. Owners are responsible or maintaining the single water shut off in their unit.

**Fire Detection System Malfunctions.** If your smoke detector, heat sensor, or the fire alarm bell sounds in your unit, it does not alarm at the Fire Department. Please call the fire department first (911) and then the Management Office.

The Fire Department may tell you that the problem should be remedied immediately. Please be aware that the Homeowner is responsible for all maintenance and repairs on detectors.

**Roof Leaks.** Please call the management office and leave a message explaining the problem. The maintenance staff will respond to the problem on the next working day that it is not raining.

**Routine Maintenance Problems.** Please call the Management Office on the next business day or leave a message with the Answering Service.

## **MAINTENANCE**

The Greenbrook II community employs a full-time, experienced maintenance staff. They respond to maintenance problems reported to the office and perform preventive maintenance tasks throughout the year.

Important Note - Please call the Office if you feel there are any maintenance deficiencies in our community. Do not make individual requests to the maintenance staff.

Gutters: The Association is only responsible for the gutters that are installed over the garages. All other gutters are the responsibility of the unit owner. Residents that experience ice damming during the winter and have gutters installed in that area will be responsible for having them removed to enable the fixing of the ice damming.

## **LANDSCAPING**

Greenbrook II hires an outside service for the year-round landscape of all common areas.

Please remember that it is against the Association's Bylaws to plant or remove bushes, shrubs, flowers, or trees on any common area without the approval of the Board. Approval is a routine procedure designed to protect the rights of neighboring residents in case of conflict resulting from a planting, and to make sure that the location of the planting does not endanger any underground wiring.

NOTE: Any plants that are put into the ground in common areas become the property of the Association and are not the personal property of the individual who planted them. Again, please contact the Management Office, not the landscaping crew, if you have any special requests or recommendations concerning the grounds.

Trees located inside the patios are the responsibility of the unit owner to maintain. Trees within the patio should not exceed 15 ft. in height. Upon reaching that height, the trees must be trimmed by the Homeowner, at their expense.

## **WORK ORDERS**

Residents should contact the management office at 781-341-1104 if they have a problem with garage doors, fences, water leaks, clogged drains and exterior concerns. If you are not sure who is responsible for a repair please contact the management office for assistance.

## **CHAPTER EIGHT: GREENBROOK II AMENITIES**

Greenbrook II has a lot to offer in the way of amenities. We encourage you to take advantage of these facilities to enjoy your stay in the community.

### **THE CLUBHOUSE**

The Clubhouse is managed by the Greenbrook Condominium Association ("Greenbrook I") at 781-341-3100.

The Clubhouse, located on Island Street next to the swimming pool, is available for parties, luncheons, and social gatherings on a reservation basis. All residents may use the facilities as an extension of their living rooms and not for any commercial purposes. The Clubhouse facilities include:

- Complete kitchen including an ice machine
- Oversized fireplace
- Shower/changing rooms
- Sun deck
- Barbecue grilles

Use of the Clubhouse is a privilege that may be taken away by the Property Manager or the Board(s) of Managers if this privilege is abused. You are financially and legally liable for the actions of your guests. Please be considerate and caring when using the Clubhouse.

Please read the complete Clubhouse rules in the Appendix to this Manual.

### **SWIMMING POOL**

All residents of the community are welcome to use the swimming pool during the normal hours of operation. Entry to the pool area is gained by presenting a recreational identification card to the lifeguards or pass person on duty. These picture I.D. cards may be obtained from the Greenbrook Management Office for a nominal fee.

Please note that if you rent your home, the landlord, who may not reside in Greenbrook II, has the option of not granting or rescinding your recreation privileges and retaining them for him/her.

The Greenbrook II Condominium Association is not responsible or liable for any stolen property or physical harm to residents or guests from the use of the pool or pool area. The complete pool rules are found in the Appendix of this Manual.

### **TENNIS COURT**

Residents and their guests may use the tennis courts during the hours posted.

Guests may not use the courts unless a resident is present. Glass containers are not allowed in the tennis court area. Everyone using the courts must adhere to the rules posted at the courts.

## **BASKETBALL COURT**

The court is available to all residents and their guests. Rowdiness or abusive language will not be tolerated when using the court. Glass containers are not allowed in the area. Please act in a civilized manner when using the court.

## **PLAYGROUND**

A playground for the youngsters is located near the basketball court. The playground includes a merry-go around, swings, riding animals, etc. Please do not bring any glass containers to this area. Be sure that all personal toys are removed from the playground at the end of the day.

# **CHAPTER NINE: YOUR NEW HOME**

## **TURNING ON THE ELECTRICITY**

An important first step as a new resident is to call National Grid for electric service. It is wise to complete this procedure prior to moving into your home.

## **POWER FAILURES**

In the event of a power failure in your unit, please check the circuit breakers and reset them as needed (see circuit breakers in maintenance chapter). If this does not restore power, check with your neighbors in the building to determine whether they have power.

If the whole building is without power, call National Grid and then inform the Property Manager (781-341-1104).

Note: Please be sure to turn off lights and appliances that were on before the power failure. This will reduce the possibility of a secondary blackout caused by a power surge after the utility company's repairs are completed. There is a possibility that appliances that are left on when the power is restored could burn out from the power surge.

## **GAS SERVICE**

To start gas service, call Columbia Gas Company at 1-800-688-6160. You do not have to call the Gas Company for service if you live in the following buildings in Greenbrook II, # **62, 63, 64, 69, 70, 91, 92, and 93**. These buildings are on a common master meter and the Association pays the gas bills from the monthly condominium fees that it collects. All other building residents receive separate, individual gas bills and should call Columbia Gas Company.

## **GAS LEAKS**

If you smell gas, open the windows and call Columbia Gas at (24 hours a day). If the operator asks for your account number and you are on a master gas meter in either community, the following account numbers apply:

Buildings # 62, 63, 64, 69, and 70, the account Number for the master meter is 605-222-000-9. Buildings, 91, 92, and 93 the account number is 172-222-009-3

The Homeowners who receive separate gas bills directly from the Gas Company have their own separate account numbers. If the Gas Company does not respond in a reasonable period of time, call them again and also call the answering service by dialing 341-1104 so that they may contact the Management Office.

Please note that for appliance service and gas turn on/off call 1-800-688-6160. For billing questions dial 1-800-688-6160. For Emergency's 1-800-525-8222.

## **GAS HEATER REPAIRS**

All residents of the community, regardless of whether they are on a master gas meter or are billed individually, are financially responsible for all repairs to gas appliances, including the water heater and range. Residents may call a licensed repair company.

## **HEATER PIPE ON ROOF**

According to the Master Deed, Paragraph 4, Section C and the Bylaws Article VI Section 8, our law firm has determined that the unit owner is responsible for the heat pipe that extends out on the roof. The bylaws also point out that if repairs or replacement is needed to this heat pipe the Association should handle the repair at the unit owner's expense.

## **WATER TANKS**

Residents are responsible for their hot water tanks. Be aware of the date the tank was installed and the warranty date. It is important to replace your water tank soon after the warranty ends. Failure to replace the tank could result in water damage to your unit and other units.

## **MAINTAINING YOUR HOME**

Greenbrook II is generally not responsible for the maintenance or repair of the inside of your home. Greenbrook II employees will not do inside repairs and bill you through the Management Office as some condominium associations have a practice of doing. If there are any problems with appliances, fixtures, or general condition of your unit, please contact a private repair person or your landlord (if you rent).

The only time Greenbrook II is responsible for inside repairs is when a problem affects two or more units in a building, for example:

- A pipe bursts in a common wall between two units.
- If there is defective wiring in a common wall between two units that feeds a common area and needs to be replaced.

Drain backup- If your kitchen or laundry drains start to back up. Contact the management office. Management will contact a drain cleaning company. In some cases we can determine the reason for the cause of the backup. If that is not the case the cost to clean these drains will be divided between the two units. In most cases we find that one resident is either not using the garbage disposal properly, or putting coffee grounds, eggshells and corn husks in disposal.

## **EXTERIOR MAINTENANCE**

Generally speaking, the Association is responsible for maintaining the outside of the buildings including the brick, wood trim, roof, parking lots, streets and sidewalks. Bricks through out the property should never be power washed. If you have any specific questions concerning maintenance, please call the Management Office.

## **PEST CONTROL**

The Association is responsible for keeping your home and the common area free of termites and carpenter ant infestation. Please call the Management Office at the first sign of trouble. All other infestation is the responsibility of the unit owner. If you pay to have the problem corrected without first contacting the Management Office you will not be reimbursed. If any infestation is caused by a resident the resident will be responsible for the cost incurred.

## **DELIVERY SERVICE**

Please do not instruct any delivery service or the post office to drop off your packages or mail at the Management Office. We cannot and will not be responsible for those items.

## **STORAGE**

If you need additional storage space, there is a private storage facility located on Bailey Street. Please remember that you may not use your garage as storage space if this results in one of your vehicles being parked in a guest space or on the street overnight, which is prohibited by the Association's rules and regulations.

## **LOCK OUTS**

In case you are locked out of your home, you should call a locksmith or the Fire Department, which will sometimes be able to let you in, as long as you have proper ID.

Please do not call the Management Office; the staff does not have keys for any units. If you have a problem with your mailbox or garage locks, please call the Management Office and your lock will be repaired or replaced. There will be a fee charged for lock replacement.

## **MAIL BOX KEYS**

Unit owners are responsible for the replacement of mail box keys. If lost management does have a copy in the office. Lock replacement can be done by the Greenbrook II maintenance department for a charge of \$ 25.00.

## **FIRE PITS AND BARBECUES**

Fire pits are not allowed. Propane grills are allowed providing they are placed away from the building and away from the fence. Heat damage done to either will be the responsibility of the unit owner.

## **GUTTERS**

**The Association is responsible for gutters on garages only.** If there is a gutter installed elsewhere on your unit it is your responsibility to clean and maintain. If gutters are not cleaned on a regular basis you may experience ice damming during the winter months. If ice damming occurs when the gutter holds water, the water freezes and ice fills the gutter and enters the unit between the roof and fascia board. Unit owners will be responsible for paying for the cost for the Association to remove the gutter and repair the roof. If you install gutters you must obtain permission from the Association and provide us with a signed release of responsibility form.

## **TRASH REMOVAL**

Do not leave any furniture, mattresses, water heaters, tires, batteries, wood, or construction debris out for trash removal as they will not be picked up. You may call Troupe Waste at 781-340-0030 and request a special pick up for these items. Residents will be responsible for the extra charges.



## **RECYCLING**

We only recycle cardboard. All cardboard should be flattened. Do not put boxes out filled with trash As it will not be removed. Cardboard can be placed by your garage door on Thursday mornings not the night before We ask that you not put the cardboard out when it is raining or snowing.

## **GARAGES**

The associations owns the garages. They are responsible to maintain the Garage doors. Owners are responsible for the garage door openers and the electricity within the garage boundaries. The maintenance staff do not work on garage door openers. Contact the management office if you have any problems with the garage door opening and closing. At least once a year residents should schedule an appointment with management to have the garage doors adjusted and greased. Owners are responsible to replace damaged sheetrock. Garages should be free of garbage and trash at all times.

## **SECURITY**

In any emergency, please call the Stoughton Police first at 911. Although Greenbrook II is private property, our Homeowners are taxpayers and the town police respond to our calls. We do not have security on site.

## **FIRE PROTECTION**

Each home in Greenbrook II should be equipped with a smoke detector or a heat sensor. In the majority of Greenbrook II there are no building alarms so that in case of trouble only the individual unit detector or sensor will sound. Please be sure to check the function of your detectors at least every six months and replace batteries when needed.

If you have a problem and need guidance or advice on the alarms in your unit, call the Management Office. If there is a fire you should naturally contact the fire department first and then the management office. The number of the Stoughton Fire Department and ambulance service is 911. The Police Department is 911.

## **COMMON AREA**

Common areas or elements are all of the property other than an individual unit. This includes the land that the condominium is constructed upon, the foundations, columns, load-bearing walls, girders, beams, floors, exterior surfaces, streets, yards, garages, attics, patios, swimming pool, tennis courts, Clubhouse, and basketball court, etc.

The Association generally pays for all the repairs to the common area unless there is reasonable evidence of negligence by a resident in which case he/she would be assessed for the damage. If the individual cannot be identified, then everyone must share the cost through Association dues.

Since you have a vested interest in the common area, it makes sense to treat it as you would your own property and encourage others to do likewise.

## **SNOW REMOVAL PROCEDURE**

The Greenbrook II staff is in the process of getting ready for the snow. The Association has hired DE'ANGELE CONSTRUCTION CORP. to remove the snow this year. Our maintenance staff will be on site to supervise.

### **WALKWAYS**

We ask that all residents work together with the community to keep the sidewalks in front of your unit free of ice. If you provide the 5-gallon bucket we provide free ice melt... Buckets may be purchased at your local hardware store. Place your bucket either in front of your garage or your front door. If you need assistance with your walkway, please contact the office. We will start filling up buckets for residents starting November 15, 2020. If you need a refill please email the management office at [gb2office@verizon.net](mailto:gb2office@verizon.net) or call 781-341-1104. We will not be able to refill your buckets during any storm.

During a snow storm the crew will be working on the main roads. Once the storm starts to taper off we will start clearing driveways and walkways. Snow blowers and shovellers will be on both sides of the property. Please be patient and remember there are 212 entrances and many miles of driveways and walkways. It saves time and money if the contractors do not jump from one side of the property to the other.

- When the snow stops the trucks and bobcats will then start to clear the walkways, driveways and parking spaces.
- If the driver is ready to clean driveways you will need to move your vehicle. If your unit is the back, we will try to knock on your door and request that you move your car. If you do not move your car you will have to shovel it out. In some areas all the cars will need to be removed in order to clean parking spaces. Please work together with your neighbors to get all the cars moved.
- If you are on vacation and your car is going to be left in an outside parking space. Please make arrangements with a neighbor or friend to have the car moved.
- Remove door mats at the front of your doors before the storm starts. These mats get pulled into the snow blowers and break them.
- During heavy snow the equipment drivers have poor visibility. Please stay away from all trucks, bobcats and any other snow removal equipment. Do not try to flag them down.

### **TOWING: CARS WILL BE TOWED FOR THE FOLLOWING REASONS**

- Parking in a guest spot with a guest tag.
- If there is no resident sticker and the car is illegally parked
- Cars cannot be parked on the main street

**We ask that you do NOT call the answering service unless it is an emergency. If management feels it is necessary they will contact the plow driver to assist. Please contact management at 781-341-1104 if you need assistance**

### **PATIOS**

The unit owner has exclusive right and easement to use the patio area. Any installations of any structures such as a shed or permanent patio flooring are subject to architectural review as to location, design and approval by the Board of Managers of Greenbrook II. The unit owner is responsible to maintain upkeep and repair the patio. New PVC fences cannot be painted. Owners cannot affix anything to the inside of the fence. Trees in patios cannot be any higher than 15 feet.

They will be measured each Spring. Unit owners will be responsible for the trimming and maintaining of all trees and bushes in their patios. Residents must maintain a clean patio.

## **ZONING RESTRICTIONS**

In the original plan for Greenbrook II filed with the Town of Stoughton, each unit has one room marked "loft," "study," or "den". The Stoughton Zoning Bylaws prohibit using these rooms as permanent bedrooms, although they can be used as guestrooms. It is also forbidden to operate any private business enterprise out of any home or garage in Greenbrook II. In this regard, individual garage sales/yard sales are not allowed without the Board's written permission.

## **INSURANCE**

The Association, through the Board of Managers, carries insurance on all of the common areas, including building structures, clubhouse, swimming pools, fences, grounds, and so on, covering fire, catastrophe, and liability.

**IMPORTANT:** At the March 1994, Annual Meeting, the unit owners passed an amendment to the Association Master Deed that requires all unit owners to purchase a unit owner's liability insurance policy (HO-6) and supply the management Office with proof of policy. Fines and/or legal action will result if you do not abide by this rule.

Please take notice of a very important change in the Association's Master Insurance Policy that went into effect as of December 31, 2020:

The Master Policy has a deductible, currently \$ 50,000 on claims. If you have a loss that is covered by the Association Master Insurance Policy your claim will be paid MINUS the deductible amount. Please be sure that your Homeowner's Policy will cover you for the amount of the deductible that the Master Policy does not pay in case of a loss.

If you receive a letter from your bank/mortgage company requesting the association to provide a copy of the association's insurance certificate please review the attached guidelines from the association's insurance agent John J. Prudente Agency, Inc.

If you have questions or concerns regarding insurance coverage please contact the Management Office. See attached.

## **CONSERVATION PROGRAMS**

### **WATER**

The Greenbrook II residents no longer pay for the water that is used in the community. It is no longer included in the monthly condominium fee payments. It makes sense to conserve water whenever possible. Some of the means you may take to save water are:

- Purchasing and installing kits that restrict the flow of water in toilet tanks and showers.
- You may water the lawns and your flowers unless there is a water ban in effect in Stoughton. Homeowners are responsible for knowing the town laws.

## **GAS**

Regardless of whether you are on a master gas meter or receive individual gas bills you can directly affect the dollar amount of the charges by conserving heat in this manner:

- Keep your garage door closed except when moving vehicles in or out, especially in the winter. The amount of heat that escapes is very significant and open garage doors have been proven to be the cause of pipes freezing and breaking.
- Do not leave windows or doors open for extended periods during cold weather. Set thermostats at reasonable levels (66-70 degrees)
- Replace cracked or broken windows.
- Call the Management Office for maintenance if you need caulking around the outside of your windows.

## **PLUMBING**

The fact is that some units have a valve that turns the water off to two units that are situated either side by side or front to back. If you do not know where this valve is located in your unit, call the Management Office and we will locate it for you. Test the system so that you will be able to shut off the water in case of an emergency.

Please remember, you are responsible financially and legally for any damage to your neighbor's home as well as your own if you are negligent.

To summarize; if you go on vacation:

1. Do shut your own individual water valve off.
2. DO NOT shut off the valve that controls the water to two units if that valve is in your home.
3. DO NOT shut off the heat; keep it at a low setting if you are out of town.
4. Give a key to your home to a trusted neighbor, friend or relative and inform the Management Office of this fact.

## **WATER SHUT OFF LOCATIONS**

Style of units and usual location of water valves:

Aspen, Astro, Aries - Furnace room.

Belair - Under the kitchen sink or behind water heater.

Concord - Down stairs bathroom vanity.

Doral - Under kitchen sink or in laundry room.

Eastport - Under the kitchen sink or near the hot water heater.

If your unit differs, please call the office for help in finding your shut-off valve.

## **PROCEDURE FOR DOOR/WINDOW INSTALLATION**

If you would like to install new windows you must contact the management office. The approved windows are Pella, Anderson, Harvey and Alside. You will need to provide management with the specification and photo of the window or door supplied by the contractor. Management will provide you with a release of responsibility form that needs to be signed and returned to the office. Contact management for the form.

Your request will be presented to the Board for approval. Once your request is approved, you will receive a letter. Before the installation of your window and/or door you must provide management with an insurance certificate and a permit. The permit is required per the town of Stoughton.

You are responsible for the cleaning, painting and maintenance of windows and doors.

## **GUTTER INSTALLATION**

If you would like to install gutters on your unit you must contact the management office. Approval is needed in advance of the installation.

Once you receive approval you will need to sign a release of responsibility form and return it to the management office. See attached form.

## **CHAPTER TEN: RENTERS**

### **YOUR RIGHTS AND PRIVILEGES**

We extend our welcome to you as a renter and urge you to call the Management Office for assistance or advice on any matter.

Tenants in Greenbrook II have the right to use all of the recreational facilities in the communities (unless your landlord specifically retains this privilege for his/her use and notifies you and the Management Office of such intent).

Tenants may attend all public meetings and hearings concerning "Greenbrook II" including the monthly Board of Managers meetings. You as a tenant, are not eligible to run for or be appointed to the Board of Managers. You may vote on issues raised during the Annual Association Meeting only if you have your landlord's proxy.

Please remember that if you break any rules, your landlord will be fined. However, you are jointly liable in any legal actions against you by another resident or the Association.

## DEALING WITH LANDLORDS

Your landlord, not Greenbrook II, is responsible for most problems inside your unit. It is your landlord's responsibility to be sure that your unit is operating safely and efficiently.

## **CHAPTER ELEVEN: LANDLORDS**

As an owner, you may or may not be free to rent/lease your condominium. At this writing, the following rules apply.

The Homeowners have passed an amendment to the Master Deed that restricts the purchase of units by investors and the rental of units by existing Homeowners to be no more than 20 percent at any one time. The amendment is stated in this booklet under "Restrictions on Investors".

### **LANDLORD OBLIGATION TO "GREENBROOK II"**

You, as the Homeowner, are liable for the behavior of your tenants. It behooves you to contact us when you rent out your home for many reasons:

1. You may be violating the tenant restriction regarding renting in your community.
2. Your tenant could get his/her vehicle towed away for lack of a parking sticker.
3. Your tenant's guests could be towed for lack of a guest card.
4. Your tenants will not be able to use the amenities such as the swimming pool or tennis courts without obtaining a recreational pass from the Management Office.
5. You could be fined if your tenants violate the community rules and regulations.

**ALL RESIDENTS OF THE COMMUNITY, INCLUDING LANDLORDS AND RENTERS, SHOULD TAKE THE TIME TO READ THIS MANUAL. IT WILL INSURE THAT RESIDENCY IN GREENBROOK II WILL BE A PLEASANT EXPERIENCE.**

Any owner wishing to rent their unit needs to request permission from the Board. Please send a letter addressed to the Board of Managers. The management office is located at 400 Island Street, Stoughton, MA 02072. The Board will review your request and notify you in writing.

### **LEASE APPROVAL**

If you rent/lease your home, you must present a signed copy of the lease and a tenant or "condominium rider" to the Management Office for the signed approval of the Board of

Managers. The tenant rider obligates you as the landlord to be financially and legally responsible for the action or inaction of your tenants. It is also a testament to the fact that your tenant has been apprised of the community rules and regulations. (A copy of the tenant rider is shown in the Appendix to this Manual.)

No parking stickers, recreational passes, or clubhouse renting privileges will be available to your tenant unless there is a tenant rider, signed by both the tenant and the Homeowner, on file in the Management Office.

## GREENBROOK/GREENBROOK II CONDOMINIUM ASSOCIATIONS

### CLUBHOUSE RULES AND REGULATIONS

#### Management Office:

1. The Management Office of the Greenbrook/Greenbrook II Condominium Associations is located in the Clubhouse (CH). The Office is open for business from 9:00 a.m. to 4:30 p.m., Monday through Friday.
2. The Management Office is closed on the following days: New Year's Day (Jan 1), Martin Luther King's Birthday, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas (Dec 25).

#### Use of the Clubhouse:

1. The CH is available for the use of any Homeowner/Renter during business hours, Monday through Friday, as long as such use is not disruptive. Other Homeowner(s)/Renter(s) may also use the CH at the same time.
2. The upstairs portion of the CH is off limits to swimming pool users except when the pool is being used in conjunction with the reservation of the CH.
3. The Boards at their discretion may limit access to the CH.

#### Reserving the Clubhouse:

1. The CH may be reserved by calling 781-341-3100, or visiting the Management Office.
2. The CH can only be reserved by Greenbrook II Homeowners and/or Renters for their own personal (and not organizational) use.
  - a. A Homeowner who has rented his/her unit loses his/her right to reserve the CH; in this situation the right to reserve the CH is transferred to the person renting the unit. The Renter cannot reserve the CH unless a Tenant Rider has been executed and is on file in the Management office.



## Clubhouse Rules and Regulations

- b. The CH keys will only be released to the Homeowner/Renter who has reserved the CH. The keys will be released to someone else only upon receipt of a written request from that Homeowner/Renter specifying who is to pick up the keys in his/her place. Upon receipt of the keys, the Homeowner/Renter who has reserved the CH cannot transfer the keys to anyone else without the consent of the Management Office. This includes, but is not limited to, not transferring them to another Homeowner/Renter, not transferring them to a friend or relative who is assisting him/her in conducting the function for which the CH has been reserved, etc.
  - c. The Homeowner/Renter making the reservation has the exclusive use of the CH for the time he/she has reserved except for the following:
    - During the business day, business will continue to be conducted As usual in the Management Office.
    - During the business day, Homeowners/Renters may use the Other portions of the CH not being used by the Homeowner/Renter who has made the reservation.
3. The Homeowner/Renter who has reserved the CH must fill out a CH Reservation Form and pay the Reservation Fee and Security Deposit.
  - a. There is a \$175 Reservation Fee required for each CH usage on Monday through Friday evenings, weekends and holidays. (No Fee is required for use during the business day.) The Fee must be paid no later than 10 work days from the day the reservation is made. Failure to meet this deadline will result in forfeit of the reservation. Payment of the Fee must be made by certified check, money order or by check drawn only on the account of the Homeowner/Renter renting the CH. Personal checks from other sources will not be accepted.
  - b. The CH Reservation Form will be sent out when the reservation is made and must be completed and submitted along with the Reservation Fee. Specific information must be provided on the planned use of the CH. Failure to properly complete and 'submit the Form along with the Reservation Fee will result in the forfeit of the reservation. A copy of the completed Reservation Form will be sent to the Homeowner/Renter.
  - c. There is a \$250 Security Deposit required for each CH reservation. This includes reservations for use during the business day. Payment of the Deposit must be made by certified check, money order or by check drawn only on the account of the Homeowner/Renter renting the CH. Personal checks from other sources will not be accepted.
  - d. The Security Deposit must be submitted and the CH keys picked up from the Management Office no later than 5:00 p.m. on the last business day prior to the reservation date. For example, if the CH has been reserved for a Saturday evening function, the Security Deposit must have been submitted and the CH keys picked up from the Management Office no later than 5:00 p.m. on Friday. If the keys are not picked up during business hours, they will not be delivered to the Homeowner/Renter after hours.
  - e. The \$250 Fee will be refunded if a CH reservation is cancelled no later than five (5) weeks prior to the reservation date. The \$125 Fee will be forfeited if the reservation is

cancelled less than five (5) weeks prior to the reservation date. If there are extenuating circumstances, the Homeowner/Renter can request a review by the Board(s).

f. Homeowners who actively participate in putting on three (3) events on the Activities Committee can rent the Clubhouse for free no more than one time per year based upon availability.

4. No more than three (3) reservations may be made per Unit in advance in a calendar year. "In advance" is defined as over thirty (30) days prior to the reservation date. Based on CH availability, there is no limit on the number of reservations that may be made thirty (30) days or less prior to the reservation date.
5. The Clubhouse is only to be used as an extension of a Homeowner's/ Renter's living room.
  - A. The Homeowner/Renter who has reserved the CH must be present at all times during the function for which the CH has been reserved.
  - B. The function cannot be publicized outside of Greenbrook. This includes, but is not limited to, no advertising or soliciting via the mails, and no posting on bulletin boards outside Greenbrook, at supermarkets, etc. Should the Board(s) become aware of such publicity prior to the reservation date, the reservation will be forfeited.
6. Use of the CH is limited to no more than 100 people at any one time.
7. If alcoholic beverages are going to be served the Homeowner/Renter agrees (as is noted on the CH Reservation Form) to indemnify and hold Greenbrook Condominium Association and Greenbrook II Condominium Association harmless of and from any and all claims, actions, causes of action and related costs and expenses including, by way of illustration and by way of limitation, all court costs and attorney's fees which occur arise either directly or indirectly as a result of the serving of the aforesaid alcoholic beverages.
8. Use of the CH is limited to 12 midnight for outside use, i.e., use of the pool and patio areas (See also #17), and to 3:00 a.m. for inside use.
  - a. Guests must be advised not to wander about and create any disturbance outside the CH, including in the easement area.
  - b. The noise level from the stereo, DJ's and/or bands, etc., must be kept to a reasonable level so as not to create a disturbance to the Units surrounding the CH area. Should the police be called about any such disturbance, the GB Security Officer will report to the Board(s) whether the noise level was indeed too high.
9. The downstairs portion of the CH is off limits.
10. For a reservation for use of the CH on the evening of a business day, the Homeowner/Renter cannot start setting up the CH for the function before 5:00 P.M.

11. The fireplace may not be used. The wood is located outside in the patio area. The Homeowner/Renter must assure that the fire is totally out prior to leaving the CH and that the glass patio doors are secured.

12. The Homeowner/Renter who has reserved the CH is responsible for cleanup of the CH including the kitchen before departing the CH. A vacuum cleaner and a dry mop located in the stereo closet are provided for such cleanup. Trash must be placed in the dumpster located in the fenced-in area along the Island Street side of the CH.

13. The CH door must be locked, the glass patio doors secured, the fans and all lights except for those above the front door shut off and the alarm set when leaving the CH at the end of the function for which the CH was reserved.

14. The CH keys must be left in the locked box behind the slot in the CH door immediately following the function.

15. Any damage or accidents must be reported to the Management Office in writing within 24 hours following the function.

16. Decorations may not be hung or strung from the ceiling fans.

17. Use of the pool and patio areas by residents and their guests while they are attending functions at the Clubhouse (excluding those functions sponsored by the Greenbrook Activities Committee) during the hours that the pool is normally open (10 A.M. - 8 P.M.) on Saturday, Sunday, and holidays is prohibited. The pool may be used in conjunction with the rental of the Clubhouse only after the pool officially closes in the evening. (See also Pool Rules and Regulations.)

18. If a beer keg is to be used, the Homeowner/Renter is to provide insulation and ice to cover the keg. (The ice from the ice machine in the Clubhouse is not to be used for this purpose.) The keg must be kept in the kitchen.

19. The trash barrel is to be used only for trash and no other purpose.

#### Violation of the Rules:

1. Anyone who reserves the CH and violates any of these Rules and Regulations forfeits the security deposit. A security deposit forfeiture will result in additional future restrictions. (See also "e" below.)

a. If the security deposit is withheld, future reservations previously made will be voided.

- b. The Board(s)' approval must be obtained before any future reservations can be confirmed.
  - c. In addition to the security deposit being withheld, a fine may also be imposed per order of the Board(s) of Managers on anyone who reserves the CH and violates any of these Rules and Regulations. The amount of the fine will be in accordance with the previously established Association fine schedules. (See also "e" below.)
  - d. Anyone who reserves the CH and causes significant damage to the CH forfeits the security deposit and, in addition, must make full restitution for any damages incurred. (See also "e" below.)
  - e. If the security deposit is withheld for any reason, prior to any future reservation of the CH, the Homeowner/Renter must come before the Board(s) to explain why he/she should be allowed to reserve the CH again. In addition, the Board(s) can demand a security deposit of up to \$1000 be paid in cash or, if paid by check, be cashed prior to the reservation date.
2. Anyone being disruptive at any time in the CH may be removed at the discretion of the Property Manager, the Security staff, and/or the Board(s) of Managers. Such behavior can result in a fine(s) being imposed as ordered by the Board(s) of Managers. The amount of the fine will be in accordance with the previously established Association fine schedules.

THESE RULES MAY BE MODIFIED BY THE BOARDS OF MANAGERS OR THE PROPERTY MANAGER ACTING ON BEHALF OF THE BOARDS FOR GOOD CAUSE SHOWN FOR A PARTICULAR PURPOSE.

Revised 6/02.

GB/GB-II CLUBHOUSE RULES AND REGULATIONS  
(A Summary)

(If you have not received a copy of the full Clubhouse Rules and Regulations, contact the Management Office.)

1. The function cannot be publicized outside Greenbrook.
2. The maximum number of people in attendance cannot exceed 100.
3. The Homeowner/Renter who has reserved the Clubhouse **MUST BE PRESENT AT ALL TIMES** during the function.
4. The Homeowner/Renter who has reserved the Clubhouse cannot transfer the keys to anyone else without the consent of the Management Office.
5. There is a 12 midnight curfew for outside use (pool/patio areas), and a 2:00 a.m. curfew for inside use.
6. The noise level from the stereo, DJ's and/or bands, etc. must be kept to a reasonable level so as not to create a disturbance to the Units surrounding the Clubhouse area.
7. Guests must be advised not to wander about and create any disturbance outside the Clubhouse including the easement area.
8. The downstairs portion of the Clubhouse is off limits.
9. The fireplace may NOT be used.
10. The Clubhouse must be left clean and in order. A vacuum cleaner and dry mop are located in the back closets.
11. The kitchen area must be cleaned and all trash placed in the dumpster located in the fenced-in area along the Island St. side of the Clubhouse.
12. When leaving the Clubhouse, make sure the glass patio doors are secured with wood in the runners, the fans and all lights except for those above the front door are shut off, and the alarm is set.
13. **RETURN THE KEYS IMMEDIATELY AFTER THE FUNCTION BY PLACING THEM IN THE SLOT IN THE CLUBHOUSE DOOR.**
14. Any damage or accidents must be reported to the Management Office in writing within 24 HOUR.
15. Payment for Clubhouse use must be made by certified check, money order or by check drawn only on the account of the Homeowner/Renter renting the Clubhouse.
17. Use of pool by residents and their guests while they are attending the function during the hours that the pool is normally open is prohibited. The pool may be used in conjunction with rental of the Clubhouse **only after the pool officially closes in the evening.** Lifeguards must be present at any time the pool is in use.

\_\_\_\_\_  
HOMEOWNER'S/RENTER'S SIGNATURE

\_\_\_\_\_  
DATE

# GREENBROOK II CONDOMINIUM ASSOCIATIONS

## PARKING RULES AND REGULATIONS

### 1. Parking Rights:

A. Ownership of each living unit shall entitle the owner thereof to the use of two (2) parking spaces for approved vehicles, together with the right of ingress and egress to and upon said parking areas. An approved vehicle shall include any conventional passenger vehicle and/or a truck or commercial vehicle of less than 2 1/2 tons in gross weight that bears no advertising signs.

B. Unit Owner vehicles must be parked in their assigned spaces, specifically: one vehicle must be parked in the garage which belongs to the Unit and the other vehicle must be parked in the Unit's assigned space, either a driveway or separate numbered parking space, OR, if the Unit has a two-car garage both vehicles must be parked in the garage.

### 2. Vehicle Requirements:

A. Each vehicle shall display current registration and a current inspection sticker and be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

B. Each Unit Owner's vehicle must have a sticker affixed to it. The sticker must be placed on the passenger side of the vehicle in the lower back corner of the rear side window. (A Unit Owner with a "company car" must display the sticker on a card in the same location.) Any vehicle parked overnight which does not have a valid current sticker affixed to the vehicle, or, any vehicle which is not parked in the appropriate space shall be subject to immediate tow at the Owner's expense and without notice to the Owner. Stickers are valid for a one (1) year period only.

### 3. Restrictions:

A. No vehicle may be parked:

- overnight on the streets. (Overnight is defined as between the hours of 2 a.m. and 6 a.m.)
  - in a fire lane.
  - during the day on the side of the street on which there is no sidewalk.

- in any area in which parking is visibly restricted.
- so as to impede access to or egress from any parking space, driveway, or garage.

B. No Unit Owner's vehicle may be parked in a guest parking space.

C. No junk vehicle, truck or commercial vehicle other than those permitted under Section 1 above, and no trailer, camper, house trailer, boat or the equivalent shall be parked in the parking areas without prior written permission of the BOARD. Such vehicles may be stored in a Recreational Vehicle Storage Area (if available) designated by the ASSOCIATION, subject to the fees and rules applicable to that Area. (At present, due to the lack of an available Recreational Vehicle Storage Area, there will be no storage of such vehicles.)

D. Each Unit shall receive one (1) guest card. This card must be hung on the rear view mirror of the vehicle, making sure the tag is facing out to identify the unit visiting. A vehicle displaying a guest card can park in a space designated as a guest space or in the space assigned to the host Unit Owner.

E. No guest shall be permitted to park overnight or during the day in Greenbrook II for more than seven (7) days in one month without first obtaining the prior written approval of the Board.

#### 4. Exceptions:

A. Except for those spaces specifically restricted, the Clubhouse parking lot may be used for additional overnight parking.

B. Any exceptions to these Regulations must be approved by the BOARD prior to implementation.

\*C. If a Unit Owner's parking space, driveway and/or garage entrance is blocked when the Management Office is closed, an attempt must be made to park in the Clubhouse parking lot; or, **if absolutely necessary**, in a guest space or on the street. **The Unit Owner must, however, immediately call the office at (781-341-1104) to describe the illegally parked vehicle and to tell them where their vehicle is parked, describe their vehicle and give the registration number as well as the Greenbrook II parking sticker number. If this action is not taken, their vehicle may be towed and/or fined without warning. Please note that the answering service will answer and take the information\***

NOTE: Any vehicle violating any of these Rules and Regulations is subject to immediate tow at the Owner's expense and without notice to the Owner.

THESE RULES MAY BE MODIFIED BY THE BOARD OF MANAGERS OR THE PROPERTY MANAGER ACTING ON BEHALF OF THE BOARD FOR GOOD CAUSE SHOWN FOR A PARTICULAR PURPOSE.

\*All references to "Unit Owners" apply also to all residents including those in units which are rented.\*