

*EGMONT PARK CONDOMINIUM*  
54-76 Egmont Street & 316-330 St. Paul Street  
Brookline, MA 02446

OWNER & RESIDENT  
INFORMATION GUIDE

Effective December 1, 2025

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## **Egmont Park Condominium Information for residents**

### **BOARD OF TRUSTEES of Egmont Park Condominium**

Elaine Yellin, Christine Tam, Anthony Tam, Martin Anderson and Stephen I. Yellin

Egmont Park Condominium Trust is governed by a Board of Trustees, which is responsible for the general administration of the affairs of the condominium. The members meet at mutually convenient times as is required for the proper administration of Egmont Park.

### **MANAGEMENT COMPANY**

Main Street Realty and Management, LLC  
3665 E. Bay Drive, Unit 204  
PMB 331  
Largo, FL 33771  
561-549-1669 Voice

Property Manager: **Susan Zappone**  
**Email: [susan@mainstreetrealty.com](mailto:susan@mainstreetrealty.com)**

Requests for repairs and service should be made between the hours of 9:00 a.m. and 4:00 p.m. by emailing the property manager at the Main Street Realty and Management, LLC office or via our website at [www.mainstreetrealty.com](http://www.mainstreetrealty.com). Tenants of Main Street Realty should make maintenance requests for their units using the Appfolio portal where they pay their rent.

To report after-hour emergencies such as floods, no heat, or no common area electricity, please call Main Street Realty and Management LLC at 561-549-1669. You will be given an emergency number to dial. If you are instructed to leave a message, your call will be returned as soon as possible.

Any complaints regarding the service or maintenance of the building should be made in writing to the management company or to the Board of Trustees.

For any problems within a unit, the tenants should call whomever they pay their rent to, as the management company does not manage the inside of all the units.

### **OWNER AND RESIDENT INFORMATION GUIDE**

The Egmont Park Condominium “Owner and Resident Information Guide” was prepared for the sole purpose of furthering and maintaining the peaceful enjoyment of the residential community known as the Egmont Park Condominium.

This guide was written to complement the Master Deed and Declaration of Trust as registered in the Norfolk County Land Registration Office, Dedham, Massachusetts and the “Administrative

Rules and Regulations” adopted by the trustees from time to time.

Egmont Park Condominium Trust is a residential condominium community of 90 units located at 54-76 Egmont Street and 316-330 St. Paul Street, Brookline, Massachusetts.

This Owner and Resident Information Guide is designed to inform both the residents and owners of the rules contained in the Association By-Laws for the peaceful existence of those living at Egmont Park Condominium.

### **MEETINGS OF UNIT OWNERS**

A meeting of all unit owners is held annually in the month of November. Sufficient notice of time, location, and date will be given in accordance with the By-Laws. Additional meetings may be called at the discretion of the Trustees or upon a petition signed by one third of the unit owners.

### **CONDOMINIUM FEE**

The common expenses of the condominium are set, at least annually, by the Board of Trustees. Each unit owner’s monthly condominium fee is set per the percentage ownership of the common areas and facilities of each unit as set forth in the Master Deed.

Condominium fees are due on the first day of the month. There will be a late fee of \$25.00 if it is not received by the 15<sup>th</sup> of the month.

### **SECURITY**

The protection of our property and of each other is of the utmost importance. Please be mindful of your neighbors and of the building in general.

- \* Use your intercom to identify visitors. **Do not let anyone you do not know into the building**, even if an individual tells you that he or she is going to visit someone in the building. Ask utility company or other service personnel for identification.
- \* Make sure the front and back doors close behind you. Notify the management company **immediately** if the doors are not latching securely.
- \* **DO NOT PROP THE FRONT AND BACK DOORS OPEN. CLOSE THEM BEHIND YOU.** If you notice any doors open, please close them. (See schedule of fines.)
- \* If you change your locks (only owners may do so), please notify the management company and/or the Trustees. Also, please be sure to give a set of keys to a neighbor or relative for access to your unit in case of an **emergency**. Main Street Realty and Management, LLC does not have keys to every apartment and does not provide a lockout service.
- \* Lost or stolen keys (front door or unit keys) should be reported to the management company immediately.

- \* First floor residents should be particularly careful about securing their units. Remember that access through a first-floor window provides access to the entire building.
- \* Your personal property should be insured against fire, theft, and water damage. The building insurance does **not** cover personal property.

## **SAFETY**

In the event of an emergency, please call the management company or one of the Trustees first unless the emergency is a life-threatening situation.

- \* It is required that you have an approved fire extinguisher in your unit.
- \* The sidewalks, entrances, driveways, and lobbies must **never** be obstructed in any way. Personal items or other personal equipment may not be left in the back or front hallways or stairs. (See schedule of fines)

Please report any safety hazards to the management company.

## **LAUNDRY ROOM**

The building has new state-of-the-art laundry facilities in the rear basement of 62 Egmont Street. The new Huebsch machines operate on an app using your phone and a credit card.

The new system will allow you to monitor your laundry from your phone as long as you are using the CleanPay mobile app. The machines will also accept credit cards directly but without using the app, you will not be able to monitor the machines and this function results in an \$8 charge on your card (refunding what's not used and may be disabled, so please use the app).

Please use this link to watch this short video for an overview on how the app works:

<https://youtu.be/LM84cEd5VBk?si=4ytJ5btIINcRcBRO>

Below is a link to the information poster which is posted in the laundry room:

[CleanPay Mobile, Room Poster Existing Loc - DC110004.pdf](#)

The registration code missing on the poster attached above and which will be posted in the laundry room is : MNGS332Please note that the machine may have credit cards enabled. If they do and you use a credit card instead of the APP, please note that you card will be charged \$8 but the unused balance will be credited back.

## **ROOF**

In 2018, a new roof was installed at Egmont Park Condominium. It was **not** designed to accommodate sunbathers or sightseers. Therefore, **the roof is off limits**, except in the case of a life- threatening emergency. To maintain the warranty and extend the life of the new roof,

access to the roof is prohibited. Severe penalties will be assessed to those not obeying this rule. (See schedule of fines)

### **TRASH/RECYCLING**

The compactor is located behind 54 Egmont Street building in the parking area. Any trash left outside the unit or outside of the compactor will be removed by maintenance and a fine will be assessed against the offending unit owner. (See schedule of fines)

The compactor has 2 separate compartments. All recycling must be placed in the recycling side of the compactor. Anything that does not fit in the “L” shaped opening must be cut down to size and placed inside. The maximum size for cardboard is 3 foot square. You must have a box cutter if you have oversized cardboard to make it fit in the compactor. Maximum cardboard size 3 foot square. When you are done, please press the green button on the right side of the compactor to compact all trash and recycling. Any recycling that is not broken down and placed outside the dumpster will be removed and a fine will be assessed against the unit owner. The compactor is monitored by remote cameras. (See schedule of fines)

Disposal of construction materials, furniture or any other large items are the responsibility of the unit owner or tenant and must be taken off site. Disposal of appliances, such as stoves or refrigerators are also the responsibility of the unit owner or tenant. Furniture and mattresses must be disposed of off site and cannot be left by the compactor. Fines for violations are substantial. If such items are left in the common areas, **the Management Company will arrange for their removal without notice at the expense of the owner who is responsible.** Storage of any items, even temporarily, without prior notice to and permission from the Trustees or Management Company is prohibited. (See schedule of fines) Unit owners who rent their units are responsible for compliance with rules and regulations of their tenants.

All items left in front or back hallways are deemed to be abandoned and will be thrown out without notice. The cost of said removal will be levied on the unit owner and/or the tenant. (See schedule of fines)

### **FEEDING OF BIRDS, SQUIRRELS, WILD TURKEYS OR ANY OTHER WILD ANIMAL ON PREMISES**

Having bird feeders or feeding any wild animals on the property is not allowed. Throwing bird seed, peanuts or any other food to wild animals attracts all other wild animals, including rats and mice. Any resident who feeds animals on the property will be subject to fines. (See schedule of fines)

### **BARBEQUES**

No barbeques are permitted in the unit or common areas. Any barbeques found on the premises will be removed and disposed of without any notice whatsoever. (See schedule of fines)

## **PARKING**

The parking area located behind Egmont Park Condominium is private parking. Anyone found parking in this area without a valid parking permit will be towed. Egmont Park Condominium uses ROBERT'S TOWING Company located in Allston. Their telephone number is 617-782-2525. The Association and the Management Company may not be held responsible for any damages that may occur while parking in this area.

## **MAILBOXES**

It is the responsibility of the tenant to place his/her name on the inside of the mailboxes. All mailboxes must be locked at all times except when removing mail. If we find your mailbox unlocked and hanging open, we will assess a fine against your unit. (See fine schedule)

All mailboxes must be maintained by their respective owners and be locked by their respective tenants at all times. Failure to keep them closed after 3 days' notice will result in fines of \$50.00. 7 days after issuance of such fine, if still not corrected, such mailbox will have its lock changed and the mailbox locked and a key issued to the tenants of the unit along with a charge of \$100 being added to the owner's account.

## **UNIT ALTERATIONS AND REPAIRS**

Alterations or repairs within the units must be performed under the supervision of the Management Company to protect existing building systems as well as to ensure compliance with building code and the condominium By-Laws, etc.

Any damage to common elements caused by alterations or repairs to a unit will be charged to the unit owner. The responsibility for the daily clean-up of common area messes left by those employed by the unit owner will be the unit owners' responsibility. If they fail to do so, the management company may retain personnel to clean up any mess. **Unit owners will be charged the cost of the clean up or \$100.00, whichever is greater.**

## **RENOVATION / IMPROVEMENT TO UNITS**

Owners may make changes to their units in the form of improvements or renovations under the following conditions set forth in the Master Deed.

- 1.) Work must not affect load-bearing walls.
- 2.) A building permit must be obtained.
- 3.) Plans and specifications must be submitted to and approved by the Board of Trustees, prior to the application for the permits.

## **MAINTENANCE AND REPAIRS**

Unit owners are responsible for the maintenance and repair of all appliances within their units as well as electrical, plumbing, and heating repairs of facilities exclusively serving their units. In addition, any maintenance, repairs, and/or replacements in common areas necessitated by the negligence, misuse, or neglect of a unit owner or resident shall be paid for by the unit owner. This means that unit owners are responsible for any damage caused to the common areas (carpets, walls, etc.) by their tenants and visitors, including individuals employed by the unit owners. If in doubt about your responsibility or liability, please consult your By-Laws or bring the matter to the attention of the management company.

### **NOISES AND DISTURBANCES**

No unit owner or resident shall make or permit noxious, offensive, or disturbing noise in their unit or common areas, or permit any behavior which will interfere with the rights, comfort, or convenience of any unit owner or resident at any time, day, or night.

There is an 11:00 p.m. - 8:00 a.m. noise restriction which will be strictly enforced. Please take care to respect the rights of your fellow residents. Use discretion in playing stereos, televisions, and musical instruments always. Extra caution should be used between 11:00 p.m. - 8:00 a.m. Any problems with respect to noises or disturbances should be brought to the attention of the management company. Disturbances during these hours are a violation of the law and if they continue should be brought to the attention of the Brookline Police. (See schedule of fines)

### **PARTIES**

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

### **BICYCLE STORAGE**

Bicycles are not to be stored in front of the building, the laundry area, the basements or in **any** hallway, nor may bicycles be chained or fastened to any railings on the property. Bicycles left in these areas are left at the sole risk of the bicycle owner and may be removed without notice at the owner's expense. (See schedule of fines.)

Bicycle racks have been installed for your convenience next to 54 Egmont Street and 76 Egmont Street. Some people are locking bicycles to railings and not using the provided racks. They will be removed by the condominium association without notice and a fee must be paid to retrieve them. So, that we may keep track of all bicycles on the property, please place a label on your crossbar with your name, unit # and the date. Cover it with packing tape to keep it dry. We will remove any unidentified bicycles. If you are not comfortable putting your name and unit # on your bicycle, you may contact this office and register your bicycle with us. We will provide you with a registration number, which you will put on your bicycle as above, so we know who it belongs to.

This procedure will allow us to remove abandoned bicycles and make room for tenants and unit owners.

## PETS

**Only** unit owners can have pets *if* approved by the Board of Trustees. Animal weight should not exceed 25 lbs. Tenants are **not** allowed to own pets at Egmont Park Condominium unless authorized by the Management Company, which authorization is seldom granted. Cleanliness and noise control is the responsibility of the unit owner. Complaints from other tenants will be forwarded to the Board of Trustees and dealt with at scheduled meetings. Keeping a pet in violation of the Rules will result in a fine being assessed. Each day the pet remains on the premises constitutes a separate violation. (See schedule of fines)

## KEYS

To maintain the best possible security, know who has a copy of your keys. If the keys are lost or stolen, notify the management company and your landlord immediately.

## TURNOVERS

Whenever new persons take up occupancy of a unit, the management company must be notified, and fee paid. See Administrative Rules and Regulations W.

## LEASING

Owners leasing their units must notify management of the tenant's name(s), unit #, telephone numbers, and email addresses within 14 days of occupancy each time tenant's change, as well as the unit owner's new address when an owner vacates, for billing purposes. Costs to repair any damage to the common areas because of moving will be charged to the responsible owner. See Regulation W.

It is recommended that all leases state that the tenants are required to follow all governing documents of the Association. It is **strongly** advised that investors incorporate the Administrative Rules and Regulations as well as this guide as an addendum to their tenant(s) lease(s). It may prove beneficial to the investor over the long-term.

We recommend a provision in all leases calling for the tenant to pay any fines assessed to the landlord because of tenant's actions, and that the assessment is payable to landlord as additional rent.

## RENTALS

Egmont Park Condominium is a residential condominium which is partially owner occupied. Any unit may be rented subject to the following regulations:

- 1.) In accordance with Article IX, Section 9.1 of the Bylaws of the Egmont Park Condominium Trust, all leases must be for at least **30 days**.

- 2.) Tenants are subject to all Rules and Regulations in the Master Deed, By-Laws and owner/resident information guide.
- 3.) A copy of each executed lease including a photo ID of each tenant must be filed with the Board (c/o Main Street Realty and Management, LLC), owners must also file the Unit Owner Annual Report and pay the required fee. (See Addendum B)
- 4.) All leases are **required to contain the Addendum** attached to these regulations as Addendum A and must be filed with the management company within 30 days of their start date.

**ENERGY CONSERVATION**

Heat is provided by one boiler located at 54 Egmont Street providing steam heat through radiators. It is controlled by a sophisticated device called a “Heat Timer” that responds to outside temperature and other measurements. Heat and hot water are paid for by the Egmont Park Condominium Trust. As the heating costs increase, so may our common area fees. Please keep this in mind and do your part in conserving energy.

The heat timer runs on a 60-minute cycle. In the wintertime, if the temperature falls below 55, the heat timer will run from 15 minutes to 50 minutes each hour and longer as the temperature drops.

If there is no heat or hot water for more than 1 hour in the building and it is colder than 55 degrees outside, call the management company so we can dispatch service personnel.

**SMOKING**

Egmont Park Condominium is now a smoke free building. Smoking is not allowed anywhere inside or outside the property. \* See Letter Z in Administrative Rules and Regulations.

**FINES AND PENALTIES**

To maintain a clean, safe, and peaceful living environment, certain fines and penalties will be levied to those who disregard certain rules and regulations. The management company is authorized to assess the following fines:

Roof Access -----	\$500.00
Failure to comply with unit alteration and repair regulations -----	\$100.00
Damage to common areas: cost of repair or replacement plus-----	\$50.00
Parties – Excessive persons-----	\$100.00
Keeping beer kegs-----	\$100.00
Feeding wild animals-----	\$50.00

Inappropriate disposal of trash or personal possessions minimum for first offense, (see regulations) ----- \$50.00

Damage or cleaning caused by pet: greater of cost of repairs and/or cleaning or----\$100.00

Failure to comply with noise regulations first violation \$50.00, second violation \$100.00, third violation \$250.00

Leaving personal possessions / refuse or improperly storing bicycles, motorcycles in common areas, etc. cost of removal plus -----\$50.00

Using a barbeque on the premises----- \$50.00

Propping exterior (front or rear) door ----- \$25.00

Mailbox unlocked and open----- \$50.00

Failure to timely notify Management Company of names of new tenants under a new lease \$50.00

This fine schedule is only a guideline for the trustees.

**Note that in the event of blatant or extreme violations of the rules and regulations, as determined by the trustees, the trustees may assess fines that exceed the above. The Egmont Park Condominium Trust and Main Street Realty and Management, LLC are held harmless against any claims for the loss of personal possession or refuse left in, on or attached to the common areas, at the risk of the unit owners, tenants, family, guests, etc.**

**End of Owner & Resident Information Guide**

**ADMINISTRATIVE RULES AND REGULATIONS OF THE  
EGMONT PARK CONDOMINIUM TRUST  
Effective November 1, 2025**

- A. **COMMON AREA OBSTRUCTIONS**- Except as hereinafter expressly otherwise provided, there shall be no obstruction of the Common Areas and Facilities of the Condominium, nor shall anything be stored in the Common Areas and Facilities except in storage areas, which may be designated by the Board of Trustees from time to time without the prior written approval of the Board of Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.
- B. **COMMON AREA INFRINGEMENT**- Nothing shall be hung out of the windows nor placed upon the windowsills including speakers or televisions, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on or to the Common Areas and Facilities of the Condominium except in designated trash storage areas.
- C. **UNIT MAINTENANCE**- Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purposes other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
- D. **PARTIES**- No Unit Owners shall make or permit any noxious or offensive activity or disturbing noises in the Units or do or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other Unit Owners. Towards this end:
1. Parties must be limited to 15 guests maximum. Unit Owners and their tenants are responsible for the behavior of all their guests and are liable for any property damages caused by irresponsible partygoers. Any damage caused to the unit or common areas in close proximity to the time of such prohibited party shall presumptively be assumed caused by guests of the tenants of the violating unit. Tenants will be responsible for the cost of any repairs needed.
  2. Parties must be contained within the Unit and may not spill out into front or back hallways, alleyways, rear courtyards, or front steps.

At no time is the inside/outside front or back steps to be used for loitering and or smoking. This is a non-smoking facility, See smoking regulations. Any party debris including broken bottles and cans in the common areas, which pose a danger to people walking on the grounds, must be cleaned up immediately.

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

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

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

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

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

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

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

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

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

M. **TRASH DISPOSAL**- Trash Regulation:

**Use of compactor.**

1. All cardboard has to be flattened and cut up so it fits in the slots in the recycle bin. Cardboard must be cut to sizes no more than 3 feet in any direction. Longer cardboard blocks the chute down to the bottom of the compactor where the activated ram can crush it. All tenants should own a boxcutter. Any contents of shipping boxes like plastic and Styrofoam must be separated from the cardboard and placed in the trash side of the compactor.
2. Push the green activation button on the right side of the compactor after you finish your deposits or sooner if needed.
3. The compactor is removed for 3 hours every other Thursday and is usually returned by 2PM. If you forget and arrive while the compactor is being emptied, do not leave your trash on the ground.
4. **The condominium imposes stiff fines for trash violations. Please be aware and follow the regulations.**

**Non compactor items**

The Commonwealth of Massachusetts has enacted new legislation prohibiting the placing of mattresses and box springs with the trash and requiring separated disposal of them in only town licensed state facilities (Lawrence and Gardener <https://www.mass.gov/doc/presentation-mattress-recycling-disposal/download>) with no guidelines on costs. Accordingly, our carrier is required to pay \$75.00 for each piece at the disposal site. That cost is passed along to us along with a truck charge of \$175.00. Accordingly, the removal of just one mattress will cost the association \$250.00 plus the handling costs of our own personnel. Taking same to a municipal transfer station can cost as little as \$20.00 for the homeowner. There are some charities that might pick them up for free. Accordingly, our prohibition against leaving large items on the property will be strictly enforced. If you brought large items like appliances, dressers, or beds to the property, **make sure you take them with you when you leave** or hire a private hauler to take them away! Therefore:

Residents need to arrange for pick-up of large items for disposal by their own carrier such as 1-800-GOT-JUNK (there are cheaper alternatives)

We no longer have dumpsters and large items cannot be placed in the compactor.

This is a non-inclusive list of Non-Approved Trash items you may not leave on the property when you move out:

Air conditioners  
Appliances-Fridge, Stove, Microwave, etc.  
Bicycles and Scooters  
Computer Equipment  
Construction Material  
Electronics  
Exercise Equipment  
Furniture including cushions  
Hazardous Material and Oil Based Products  
Lamps/Light Fixtures  
Luggage/Hampers  
Mattresses/Box Springs/Bed Frames  
Sports Equipment – Sleds, Toboggans, Snowboards, Skis, Golf Clubs/Bags, etc.  
TV and related items DVD/VCR  
Other items that do not fit in the compactor

The Town of Brookline monitors buildings to ensure compliance and so failure to follow policy affects all of us and will result in fines to the unit owner.

The property is monitored by dozens of cameras and there will be personnel on site during turnover times looking for violations. Fines for violations will be stiff and enforced against your landlord who has a right to offset these fines against your security deposit so please comply with the move out requirements and dispose of your property appropriately. Whatever you brought, if its not small, take it with you and save the fine dollars!

Violation amounts start at \$100.00  
Mattresses - \$350.00  
Box Springs - \$350.00  
Bed Frames - \$100.00  
AC Units - \$150.00  
Large Appliances - \$150.00

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

O. **PARKING**- No vehicle belonging to a Unit Owner or to a member of the family or guests, tenants or employees of a Unit Owner shall be parked in such manner as to impede or prevent ready access to and from the parking areas, if any. Parking shall occur only in the designated parking spaces, if any. There is no public parking. All spaces are individually owned and may be rented by the Owner. Certain spaces are reserved and identified with a sign designating the unit it is associated with. Those with a valid permit issued by the management company may use other unmarked spaces. Each parking space is intended to be used for the parking of currently registered and licensed private passenger cars in operational condition, and not for motorcycles, mopeds, trucks, boats, trailers or other vehicles or items except with the prior written consent of the Board of

Trustees. No car washing is permitted at the premises, nor is any mechanical or body work permitted.

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

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

R. **PETS**- No animal, reptile or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities without the prior written consent of the management company

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

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

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

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

W. **TURNOVER FEE** - Turnovers are expensive. Large amounts of furniture and debris are moved in out of the units all at once, mostly around September 1, causing damage to the common areas. In addition, the Condominium Association incurs a great deal of expenses in providing extra staff to police the property and multiple extra pick-ups from the waste company to remove all the trash, boxes, and other debris. Accordingly, the trustees believe that the cost of the additional services should be borne by those utilizing the services. Therefore, a fee will be assessed to each unit at the time all the residents of the unit change. This assessment covers both rental turnovers or sales. The assessment will be in the sum of \$100.00 and shall be due from the unit owner to The Egmont Park Condominium Trust along with the forms referenced in the "Owner and Resident

Information Guide.” Failure to comply with this regulation within 30 days of the change of occupancy will result the assessment being increased to \$150.00. These forms are also required to allow management to efficiently enforce condominium rules.

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

Y. **AMENDMENTS TO RULES AND REGULATIONS**- The Rules and Regulations may be amended from time to time by the Board of Trustees as provided in the By-Laws of the Condominium Trust.

Z. **SMOKE FREE BUILDING -**

Second hand tobacco smoke contains no less than 60 known or probable to human carcinogens and is itself classified as a “Class A” carcinogen by the United States Environmental Protection Agency. ( I will fix the number and lining up after tracking is off)

1. Exposure to secondhand smoke substantially increases the risk in non-smokers of lung cancer, cardiovascular disease, and other acute and chronic health conditions.
2. Secondhand smoke is known to drift through common walls and ventilation systems and contaminate air in common areas and individual units.

Therefore, effective immediately, smoking shall be prohibited everywhere on the property of the Condominium including, but not limited to, individual units, indoor and outdoor exclusive use areas, indoor and outdoor common areas including all hallways, stairwells, front and back stoops, walkways, courtyards, gardens and the parking lot. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of its constituent documents of the trust. Smoking shall include inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing tobacco, or other similar heated or lit product.

Notwithstanding the said prohibition against smoking, the board of trustees may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units. At the current time, there is no such designated area.

**AA. REQUIRED ADDENDUM -**

All leases for any units must be for a minimum period of 30 days and must include the addendum attached hereto as Addendum A.

**AB.**

Egmont Park Condominium Trust parking regulations  
Effective 9-1-25

Except for spaces P-48,P-49, and P-50, which are accessed from Egmont Street and do not have the same limitations as other spaces in the rear of the buildings,

1. No parking space shall be let or lease for a period of less than 7 days
2. Other than existing “owner” signs and their replacements, no signs regarding parking shall be placed on the premises by free standing sign post or attached to the building or rails except by the management company.
3. No spaces shall be rented to a reseller such as an APP that advertises daily or hourly rentals.

The purpose of this regulation is to control who comes in and out of our parking lot. Those unfamiliar with the property frequently park in spots reserved for owners, park over lines and block multiple spots on account thereof leaving no spaces for residents, or do accidental damage to other vehicles without reporting such accidents. This is more likely due to the close proximity of cars to each other.

AC. Mailbox Rule -It is the responsibility of the tenant to place his/her name on the inside of the mailboxes. All mailboxes must be locked at all times except when removing mail. If we find your mailbox unlocked and hanging open, we will assess a fine against your unit. (See fine schedule)

All mailboxes must be maintained by their respective owners and be locked by their respective tenants at all times. Failure to keep them closed after 3 days’ notice will result in fines of \$50.00. 7 days after issuance of such fine, if still not corrected, such mailbox will have its lock changed and the mailbox locked and a key issued to the tenants of the unit along with a charge of \$100 being added to the owner’s account.

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

Addendum A

EGMONT PARK CONDOMINIUM TRUST

## **REQUIRED ADDENDUM TO ALL LEASES BY ALL OWNERS**

### 1. Condominium Rules and Regulations

Tenants acknowledge receipt of the Owners and Resident Information Guide, which contains the Rules and Regulations of the Egmont Park Condominium Trust and agree to abide by said rules and regulations. Tenant understands and agrees that they will be liable to landlord for any fines assessed against landlord on account of any violation of said rules and regulations by the tenant or the tenants' guests, which fines shall be payable to landlord as additional rent. I understand that any violation of the rules by me or my guests may be considered a breach of my lease and may result in an eviction proceeding, imposition of fines, or other action.

### 2. No Smoking Lease Addendum

Reference is hereby made to a lease or tenancy at will agreement ("Lease") by and between, the Tenant, including all members of the Tenant's family or household ("Tenant"), and the Landlord.

The following additional provisions shall be fully applicable to the Lease and made a part thereof as though included within the Lease itself.

**PURPOSE:** Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the Tenant's apartment; secondhand smoke is likely to drift from one apartment to another; exposure to secondhand smoke causes adverse health outcomes.

**DEFINITIONS:** Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product. The term Landlord shall include property owners and property managers.

**NO SMOKING RULE:** No tenant shall smoke, nor permit anyone to smoke, in the Tenant's apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front and back steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

**DESIGNATED SMOKING AREA:** There is no designated smoking area. The foregoing rule notwithstanding, the Landlord may designate an area for smoking, provided the designated area is located outside of, and away from, any building or other location where secondhand smoke might drift back into the building. Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

**COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant's guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incidents of smoking or migrating

secondhand smoke.

THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third-party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

WITNESS the execution hereof under seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Addendum B

# Egmont Park Condominium

## Unit Owner Annual Report

**To be filed every year between September 1 and September 30.**

Dear Owner,

In order to comply with Regulation W (turnover fees) and ensure that your tenants have been notified about the no smoking addendum and that their lease contains the required no smoking addendum, you are required to make an annual filing.

Please fill out this form for each unit you own and return to this office by September 30.

Name(s) of new tenant(s) or owner(s) living in the unit      Email Address      Cell Phone #

Unit # \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Date of first occupancy by all tenants \_\_\_\_\_

Names of previous tenants or occupants prior to September 1.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Please attach a fully executed copy of the current lease** (with our required addendum attached and photo ID's of each tenant) along with your online payment through your account for \$100.00 if a new tenant, per the Rules and Regulations of the Association and forward to the management office within 30 days of occupancy. After 30 days, the fee is increased to \$150.00.

Please keep copies of this form for future occupant registration.

Main Street Realty and Management, LLC

Submitted by:

\_\_\_\_\_ (signature)  
 \_\_\_\_\_ (print name/tel.#)  
 \_\_\_\_\_ (date)

Addendum C

**ALTERATIONS TO INDIVIDUAL UNITS**

All owners seeking a building permit are required to file this form with the management company, as the Building Department requires consent from the Association before granting construction permits.

Unit Owner: \_\_\_\_\_

Unit #: \_\_\_\_\_

Start Date: \_\_\_\_\_

Finish Date: \_\_\_\_\_

Name and Phone # of Contractor/s:

\_\_\_\_\_  
\_\_\_\_\_

Description of work to be done:

\_\_\_\_\_

(Please attach copies of any plans you intend to file along with a copy of the building permit application.)

I understand that, in accordance with the Rules and Regulations of the Egmont Park Condominium Trust, I am responsible for any damage done to the common elements caused by alterations or repairs in my unit and that the responsibility for the daily clean-up of common area messes made by workmen in my employ is my responsibility.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please complete form and mail or email with contractor's insurance to:

Main Street Realty and Management, LLC  
3665 E. Bay Drive, Unit 204  
PMB 331  
Largo, FL 33771  
[susan@mainstreetrealty.com](mailto:susan@mainstreetrealty.com)