Property Management Manual

23, 23R and 25 Winter St
Newton Upper Falls

The Building

Built in 1835

Historically zoned which means external changes need to be approved by Historical Commission

There are two buildings on the property, the apartment building and a rather unusual garage and storage area.

Building is stucco over clapboard

There is an easement allows my neighbor Elaine Lindy to use 1/2 of a garage and land that makes it accessible for her cars. We are allowed limited usage of her driveway, which is valuable to access the storage area. We have to be careful not to block access for her tenants. It's worthwhile seeing a diagram of the easement.

Purchased June 29 1979

Deed and Easement: See pages 48-52

Property map see page 53

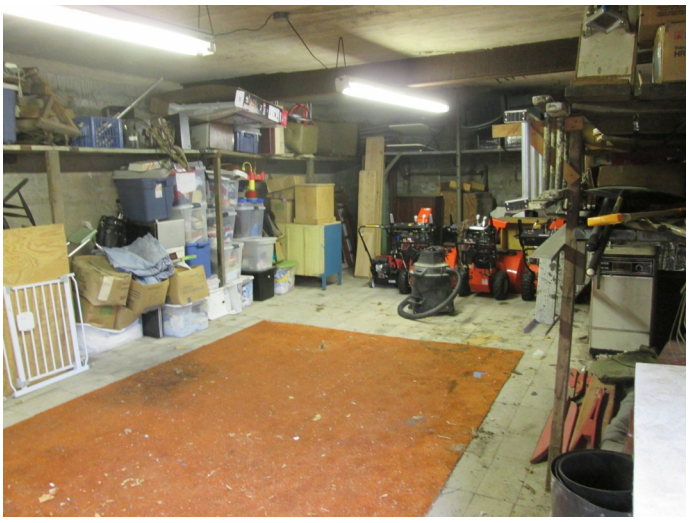
View from Winter St

Cook out area
Garage on left, storage area on right

Garage and Storage

Garage

Garage
Not accesible for cars

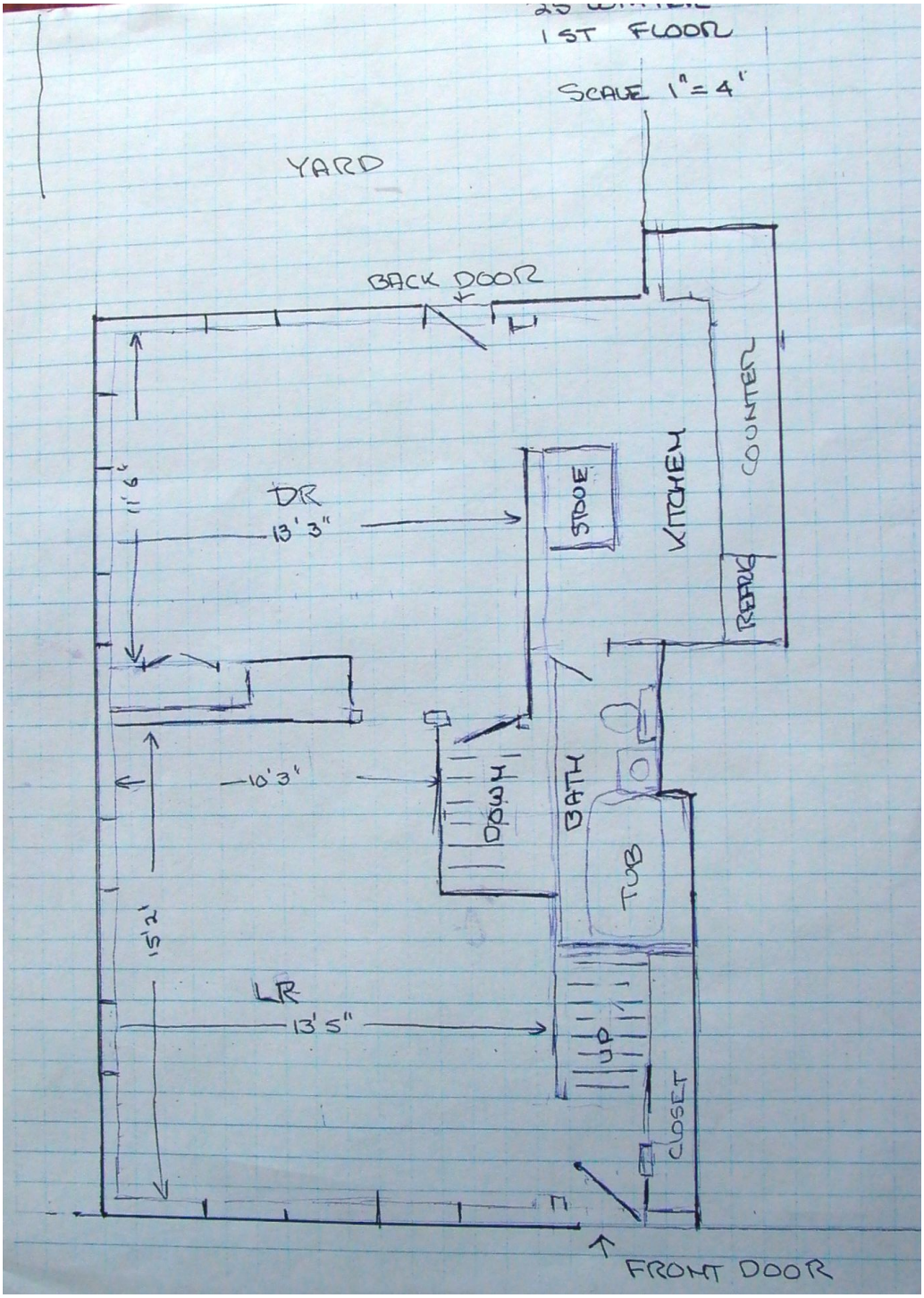


Storage area looking east

Storage area looking west

Apartment 25

First floor schematic



Apartment 25

First floor

Living room

Windows don't have a sash cords; have wood locks instead.
Thermostat located in this room.
Hard wired smoke detector.

Livingroom

Livingroom

Dining room

No basement underneath
Open to kitchen

Diningroom

Diningroom

Diningroom

Apartment 25

Kitchen

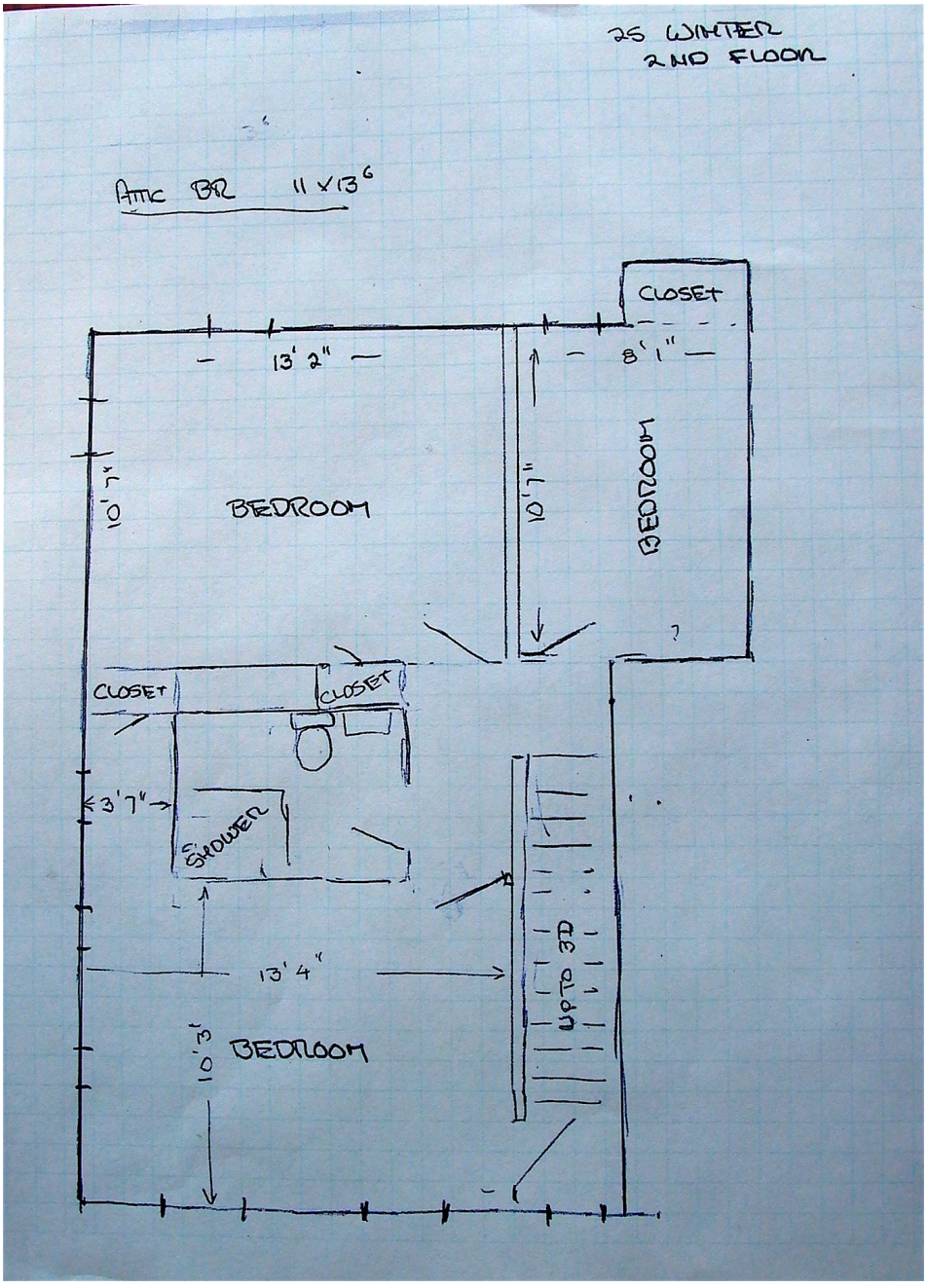
Dishwasher possible ???
New stove
Cabinets have been painted

Bath downstairs

Tub, shower not workable because of curtain difficulties
Floor painted

Apartment 25

Second floor schematic



Apartment 25

South / Master Bedroom

Master bedroom, looking north

Master bedroom, looking south west

NW Bedroom

NW Bedroom, looking NW

Apartment 25

NE Bedroom / office
No heat registers
Heat coming up stairs minimizes problem

Upstairs bath
Shower, toilet, lavatory
Shower is tiled and caulking around base should be checked occasionly

Apartment 25

Attic room

Attic room

There is locked door to unfinished attic. Key is over door.
Only heat is electric but there is separate 20 amp circuit
Only access is thru master bedroom.
In summer using fan at bottom of stairs helps keep room cool.
The door to the unfinished attic provides escape in case of fire. You can go down the stairs in 23R to get out of the building. Stairs are very rough but workable.

Apartment 25

Basement

Stairs

Very steep, cannot be fixed because of a support beam over the lower stair

Is the only access to the basement large enough for appliances for all apartments.

Water meters for all three apartments located behind furnace

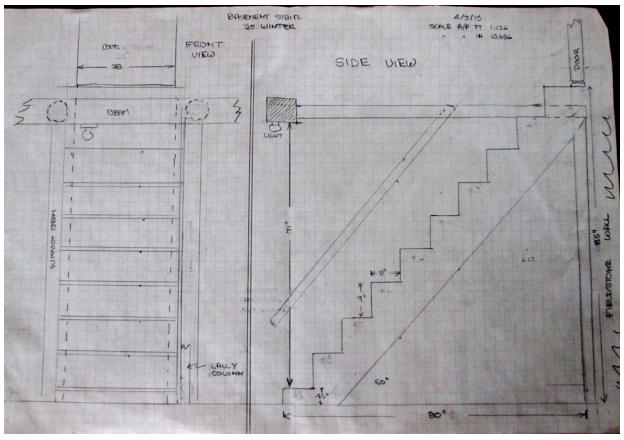
Occasionally floods as much as 1/2 inch. May be fixable.

Oil tank 240 gal, all others apartments 275 gal

Laundry area

Workshop area
Refrigerator should be removed

Door to 23 basement

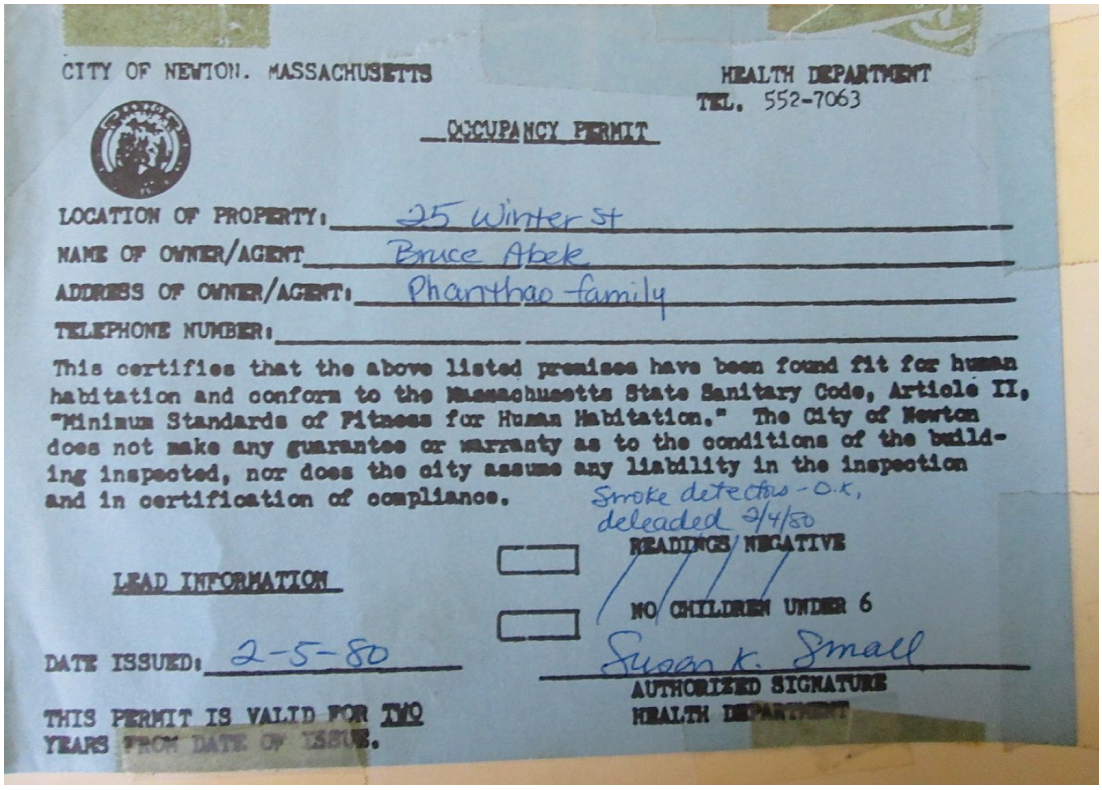


Stair schematic

Apartment 25

Lead Paint

The apartment was deleaded In 1980 but the city lost their records. What should be done is to hire a delead inspector reinspect the apartment. The state Lead Paint department has names of the inspectors. Cost about $150.00



CITY OF NEWTON. MASSACHUSETTS

HEALTH DEPARTMENT
TEL. 552-7063

OCCUPANCY PERMIT

LOCATION OF PROPERTY: 25 Winter St

NAME OF OWNER/AGENT: Bruce Abek

ADDRESS OF OWNER/AGENT: Phanthao family

TELEPHONE NUMBER:

This certifies that the above listed premises have been found fit for human habitation and conform to the Massachusetts State Sanitary Code, Article II, "Minimum Standards of Fitness for Human Habitation." The City of Newton does not make any guarantee or warranty as to the conditions of the building inspected, nor does the city assume any liability in the inspection and in certification of compliance.

Smoke detectors - O.K.
deleaded 2/4/80

LEAD INFORMATION

☐ READINGS NEGATIVE

☐ NO CHILDREN UNDER 6

DATE ISSUED: 2-5-80

Susan K. Small
AUTHORIZED SIGNATURE
HEALTH DEPARTMENT

THIS PERMIT IS VALID FOR TWO YEARS FROM DATE OF ISSUE.

Apartment 23

First floor

Kitchen

In good condition except for one window affected by ice dam.
Has portable dishwasher

Looking NW

Door on left to bathroom and basement

Looking NE

Apartment 23

Living room looking SW

Living room, Door goes to stairs and front door

Apartment 23

Bath

Located in entrance way to basement
Shower, no tub

Lavatory

Toilet, shower

Apartment 23

Master (SE) Bedroom

Door is to attic bedroom

Looking south east

Apartment 23

NE Bedroom

Small closet

Looking northeast

Apartment 23

Attic bedroom

- Access through master bedroom
- No heat except electric
- Slanted ceilings
- Comes with fire escape ladder

Looking east

Apartment 23

Basement

Washer dryer
Storage
Very narrow stair access

Apartment 23R

Kitchen

Exit to picnic area, doorway to livingroom

Pantry, doorway to driveway

Bathroom door, pantry

Apartment 23R

Living room

Very small
The doorway is small and has caused some problems getting furniture in
One window looks out at a cement wall
\ Stays warm in winter because location of thermostat

Livingroom

View to picnic area

View to dog run

Apartment 23R

Bath

A vent (into the kitchen) might be valuable because it tends to attract mold
Shower, toilet and lavatory

Looking North

Looking South

Apartment 23R

Second floor

Master bedroom

Possible access to the attic thru closet, awkward

Windows both sides, good air flow

NW corner

SW Corner

Apartment 23R

Office (or second bedroom)

Heat vent is right at the doorway and needs a reflector

Looking northeast

Looking west

Apartment 23R

Basement

Door to 23

Gas hot water

Gas dryer

Washing machine

Dirt floor room under livingroom

Apartment 23R

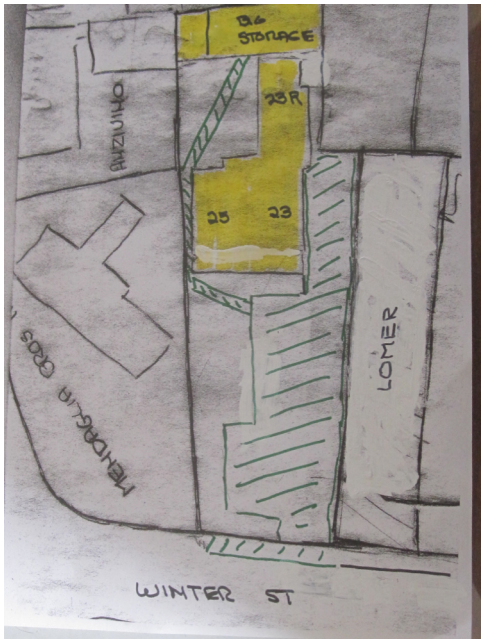
Dog Run

Dog Run
Looking north toward storage area

Snow problems:

In 2015 there were some ice dam problems. Hopefully fixed.

Parking can get crowded, but better than most



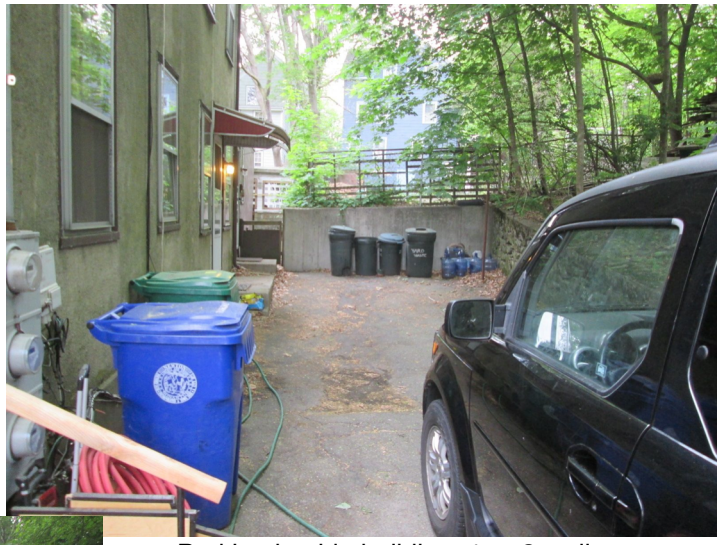
Instruction for snow blower

Access to storage area and garage

Parking

There are nine to ten stalls available.
Rent out two, one 24 hr and the other only during the day to Agronavich Accounting, 150$/mo
The yard to the left is very important as a place to put snow in the winter.
Have had some problem with the stone dust washing down in heavy rain.

Parking, asphalt, three stalls



Parking beside building, 1 or 2 stalls

Parking stone dust 4 to 5 stalls

Neighbors

Since very crowded neighborhood good neighbor relations are very important.

Neighbor Lindy apartment. We are allowed to use driveway to left of brick building as long as we don't block access for her tenants.

Back of gas station, Not pretty but very important as a place to put snow in winter. Owners of station are very cooperative.

Lomer, not beautiful but a place to put snow

House trailer and truck in background are property of Lomers

Buildings across street owned by Elaine Lindy. Excellent neighbor

Neighborhood

Hemlock Gorge,
22 acres of reservation land along the river.

Echo Bridge

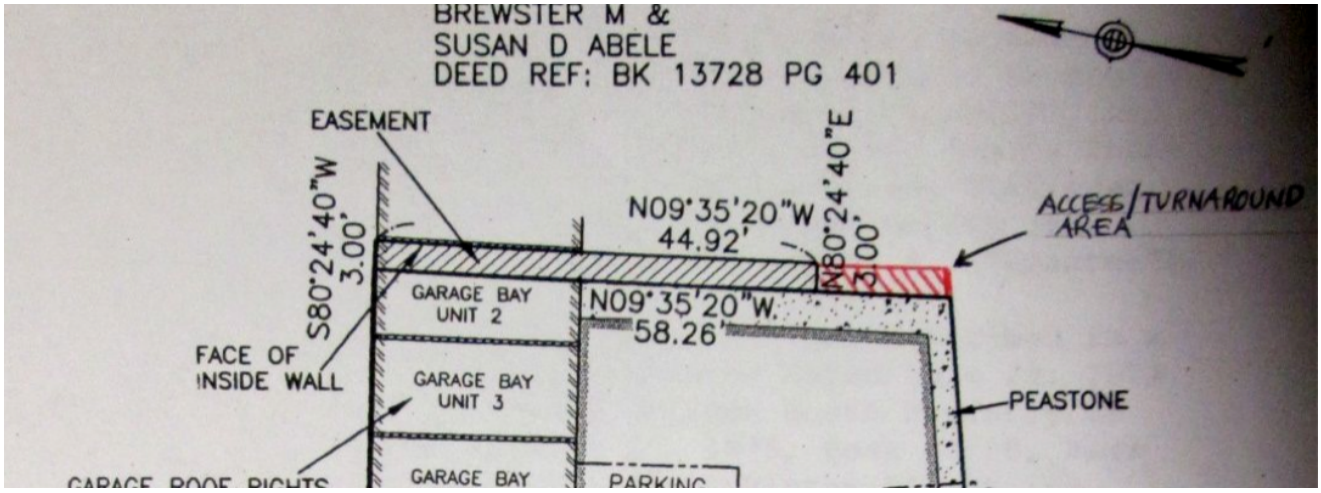
Looking East

Looking down from the bridge. Good fishing

Easement

My property goes from the fence through the middle of the third garage (with car parked in front). For consideration I've gave Elaine Lindy a easement that allows her my half of that garage and the property up to the end of the flower box wall. The easement does not cover the rectangle from the fence down to the floor box wall. I allow her tenants to use that area to turn around but that is not part of the easement.

Looking north toward third garage. Flower boxes are on my land. The area defined by extending the chain link fence toward the garage and then east to the end of the flower box is not part of the easement. The fence used to go thru the middle of the third garage.



Flower box line up to east side of 3d garage. Red area not part of easement

Acquiring Tenants

$1400/2BR Nice 2 br apartment, nice area, quiet

This 2 bedroom apartment is in a 1855 triplex on Winter St in Newton Upper Falls

- Upstairs: 2 bedrooms, oak floors
- Downstairs: living room with oak floors, eat in kitchen, bath with shower
- Basement: storage, washer, dryer,
- Outside: yard, parking for two, 15 min walk to MBTA, dog run, picnic table, close to 22 acres reservation land along Charles River

$1400, utilities not included, available Sept 1

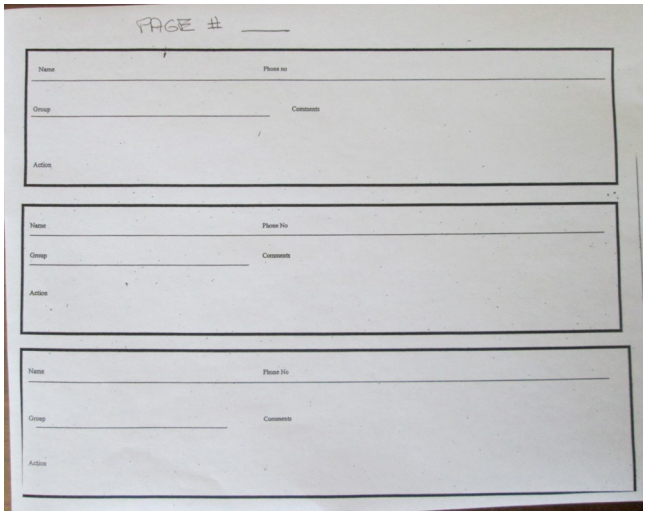
Sample Craigslist ad

Guidelines

1) E-mail response only.
2) After e-mail response suggest they call. Important questions to be asked:

What is the group, children / lead paint. 23 & 23R don't have bathtubs and have lead paint
What's the commute? If it's a long commute the chances of success go down
What kind of work do they do. This is a way to get a feel of income level.
What kind of parking requirements. Very important
When needed. Though mentioned in the ad it's often over looked
Pets?
Contact information

This information is scribbled on the phone log listed below.
Page number of phone log and name added to a software table (see example) that can be sorted by last name.
This is very useful for knowing who you're talking to when somebody calls. We get as many as 150 calls.

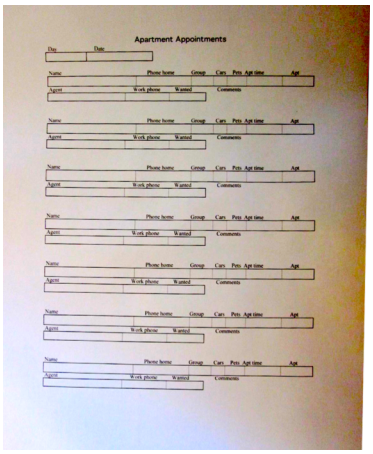


Phone log

Page #	First	Last	Comment
2	Dave	Gallo	
1	Keith	Hemmer	
1	Ronnie	James	
1	Nick	Kardasis	
2	Howard	Kiel	
2	Don	Morell	
3	Bob	Nasson	
3	Toby	Oothaudt	
3	Bill	Palmer	
4	David	Quantz	
4	Larry	Ralph	
4	Eve Maridy	Rice	
5	Ginger	Rodgers	
5	Dick	Sampsel	
5	Ruthie	Sargent	
6	Laurie	Singer	
6	Ray	Slezycki	
6	Colin	Stewart	

Candidates Sorted by Last name

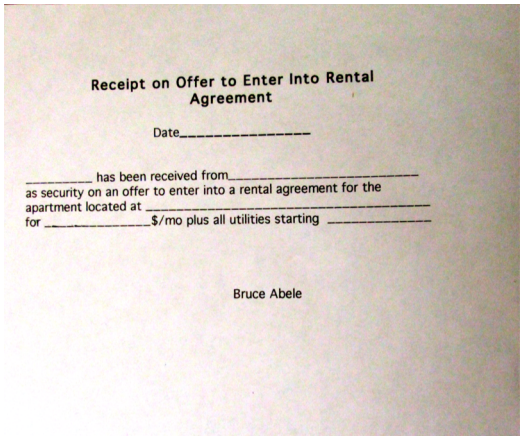
Showing Apartment



Appointments

General Procedures and Guidelines

- Be sure that you have candidate cell phone number on the form.
- Provide candidates with your cell phone number.
- If candidate interested fill in the application form and give a small $100 deposit to secure offer. If they do not get the apartment it will be returned. See application form and receipt form below
- If candidate more than 20 min. late I leave.
- If it looks good I usually give it a few hours of thought and then schedule a meeting within a couple days for security deposit, lease and number of other items that need to be covered



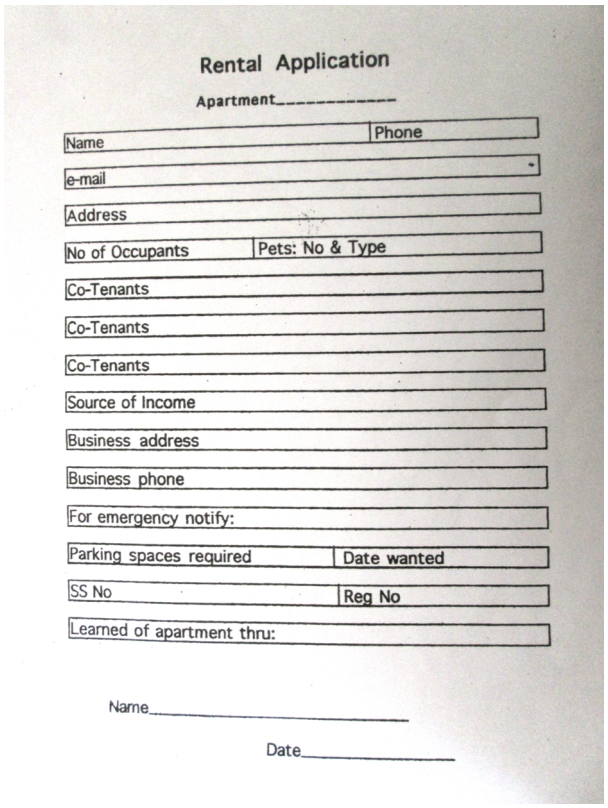
Receipt on Offer to Enter Into Rental Agreement

Date_____

_____ has been received from_____
as security on an offer to enter into a rental agreement for the apartment located at _____
for _____$/mo plus all utilities starting _____

Bruce Abele

Receipt on deposit to secure offer



Rental Application

Apartment_____

Name | Phone
e-mail
Address
No of Occupants | Pets: No & Type
Co-Tenants
Co-Tenants
Co-Tenants
Source of Income
Business address
Business phone
For emergency notify:
Parking spaces required | Date wanted
SS No | Reg No
Learned of apartment thru:

Name_____

Date_____

Application form

Lease Meeting

I like this meeting to take place at my house where there are copiers and things can be organized.

Contact Info (see application Page 32)
- Check for readability and contact information

Discussion items (see sample page 34-36
- This is most important part of meeting

Condition of apartment
- See sample Page 38

Water billing

Lead paint documents
- See sample Page 41,42

Sign lease
- See sample Page 39
- See sample of Addendum A Page 40

Get Security Deposit

Receipt for Security Deposit
- See sample Page 43

Lease Meeting
Sample

Discussion Items
23R Winter

Rent & Other Billing

Rent

Collection: Near the end of the month will leave invoice in mailbox and pick up on the date stated on the invoice. Leave check in rent box on front porch or use internet banking as long as it arrives on required date.

Increases: You are protected for the term of the lease

Water/Sewer Billing: Quarterly along with rent Oil Billing: Will bill you with the rent.

Gas & electricity. Your responsibility to transfer.

Will need money for oil in tank when you move in.

Appliances:

You are responsible for maintenance. I will handle repairs.

Refrigerator: Clean coils two times/year

Stove: Keep oven clean and use pads around burners

Washer: Don't overload. Clean lint filter

Dryer: Clean lint filter

Smoke detectors: Replace batteries and call me if they are not working. Cellar detectors are hard wired and are connected to other detectors in other parts of cellar. There is a switch on the side so that they can be turned off in case they are malfunctioning.

Rubbish:

Tuesday morning pick up

Recycle plastic glass, tin cans, paper all in Green Container no styrofoam.

Rubbish in Blue Container Tuesdays.

Return rubbish cans from sidewalk after pick up

Lease Meeting

Sample

Discussion Items

Lease:

To August 31, 2014, annually thereafter. Automatically renewed.

Termination: Written notification by June 30th. If you have to break lease you are responsible for damages, primarily lost rent. and getting rid of your junk. If we can re-rent there may be no damages. Requires effort on both sides early notification, keeping the apartment neat, presentable, and accessible.

Parking:

Park in the stalls and don't park on the east side of the driveway.

Other tenants right to the quiet enjoyment of the property

Stereos
Parties

Right of Entry: Necessary for fixing or repair, showing apartment at termination of tenancy, fixing things that affects other apartments.

Will always try to call ahead if possible but sometimes it doesn't work especially when showing apartment.

Keys: Will provide keys to back door. Suggest that you set up plan in case one gets locked out.

Roaches and other rodents: Let me know if you ever see any. They are easy to get rid of if there are only a few. There are none now.

Insurance: I have liability and fire. I do not have insurance on your goods.

Snow and Yard Maintenance: The tenants in 23 are responsible for mowing and for using the snow blower in deep snow to help clear the driveway. However, the final responsibility for snow removal is yours. You are responsible for keeping rubbish off the lawns and keeping the grounds neat.

Miscellaneous:

Water usage: It is important to watch water usage. Watch for leaky faucets or a toilet that seems to refill other than when flushed.

Water beds: require permission

Strainer in kitchen sink: use

Electrical modifications: don't

Overhead ceiling lights: Do not use bulbs over 60w. Might cause fire.

Circuit breakers: In the basement there is a list of every use of every use of electricity and the circuit breaker tied to it.

Hot water: Run heater as low as possible. Has a effect on gas bills.
If you see water under heater turn off water to heater and call me. It means that the heater needs to be replaced.

Subletting:

They must know the rules and follow them. Parking in particular.

Some Benefits of Newton:

Adult education, lighted tennis courts, swimming, fishing, canoeing

Heat:

Programmable thermostat
Register controls
Duct controls
\ Storm windows, be gentle, don't force.

Dog run:

Your responsibility to keep clean

Other:

Other tenants

25: Mary Ellen Stokes, Dominique Jackson, Eleanor Jackson (7 yr)
23: Brett Nault, Sarah Whitecross

Storage areas:

Small storage: shared with 23, & 25
Big storage: Only for temporary use.

Current tenants

Josh Silva
Angela Silva

I may be out of town July 29 until Saturday August 3d. Can be reached by cell 617 780-8185 most of the time.

Keys: Apartment will be left unlocked. As a back up there will be a key left in box to the

You can use the big storage area as a TEMPORARY storage in case of a problem. Also a dolly and Garden Cart you can borrow.

Photos

Available furniture:
Bed, tables,

Will need to repeat this when Kristin arrives.

Lease Meeting

Sample

Condition Statement

To: XXXXXXXX

From: Bruce Abele

Date: Wednesday, July 22, 2009

Subject: Condition of 23R Winter Street Apartment

State law requires that I provide you with a statement describing the condition of the apartment at the time of occupancy . You should carefully review both the premises and the appliances, note any problems, sign and return to me within 15 days. Not doing so will create a presumption that the apartment is in the condition described in this statement.

Appliances and accessories provided with the apartment:

2 battery operated smoke detectors, one hard wired detector
Washer
Dryer
Refrigerator
Gas stove
Programmable thermostat
Venetian blinds & valances on windows in south bedroom, living room and kitchen.
Entry way door mat.
Smoke detectors basement, first floor and second floor
CO detectors basement, first and second floor

Apartment:

Storm windows with screens on all windows
Shades on all upstairs windows in north bedroom
Storm doors with screens & windows for front and back doors.

Landlord:

Tenants:

Date:

Lease Meeting

Sample

Lease First Page

RHA

STANDARD FORM APARTMENT LEASE
(Simplified Self-Extending)

Date _____, 1 _____

This is a Lease of Apartment No. N/A, located in a Building numbered _____ in _____, Massachusetts. The Landlord is BRUCE ADELE 23 RUSSELL CT _____, whose address is NEWTONVILLE, MA 02460, and whose telephone number is 617 969 4368 The Tenant is _____ and _____. The term of this Lease is _____ years, beginning on _____ _____, 20__, and ending on _____ _____, 20__, although it is possible that the term may end sooner as explained later in the Lease. The term of the Lease will automatically be extended FOR A YEAR from year to year until either the Landlord or the Tenant notifies the other party to the contrary. Such a notice, which must be given no later than the last day of the month of JUNE in any year, will have the effect of terminating this Lease on the last day of the following month of AUGUST. Landlord and Tenant agree that each of them has various rights and duties, and that this Lease is subject to certain conditions, as follows:

TENANT: This section governs rent payments. In some cases, rent payments may increase during the term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.
Tenant's initials:
_____
_____

1. **RENT:** (a) On or before the first day of every month, in advance, the Tenant must pay the monthly rent, which is $_____ *.

(b) The Landlord is required to pay real estate taxes on the Landlord's property, which includes the Building as well as the land on which it is located. Real estate taxes are assessed on a fiscal year basis, and each fiscal year begins on July 1 and ends on the following June 30. The most recent tax bill received by the Landlord was for the fiscal year ending June 30, 19_____, but real estate taxes may be higher in later fiscal years. If this happens, the Tenant will be required to pay _____% of the increase. This payment, which is considered additional rent, will be prorated if this Lease is not in effect throughout the entire fiscal year in which the tax increase occurs. The Landlord will notify the Tenant of any tax increase, and will explain how the Tenant's share is to be paid. The Tenant's share of any tax increase must always be in proportion to the relationship between (1) the Apartment and (2) the whole of the real estate being taxed, namely the Building and the land on which it is located. If the Landlord obtains an abatement or refund of the real estate tax levied on the whole of the real estate, a proportionate share of the abatement or refund, less reasonable attorney's fees, if any, must be refunded to the Tenant.

(c) The amount of rent which the Landlord is permitted to receive from the Tenant may be limited by rent control laws or similar restrictions. If so, the Tenant will never have to pay more than the maximum rent which the Landlord is permitted to receive. However, whenever the rent payable by the Tenant is less than the maximum rent which the Landlord is permitted to receive, the Landlord may at any time notify the Tenant that the Landlord wishes to increase the Tenant's rent to any amount which does not exceed the maximum. If the Tenant receives such a notice, the Tenant may notify the Landlord within the next thirty days that the Tenant wishes to terminate this Lease. If

* PLUS OIL & WATER/SEWER SERVICE CHARGE WHEN DUE

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GREATER BOSTON REAL ESTATE BOARD

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Addendum A
25 Winter

1. Tenants agrees to pay a security and damage deposit of $XXXX and landlord agrees to refund it in full after vacating adjusting for:

. any damage beyond ordinary wear and depreciation ,

. any unpaid rent or other charges including water/sewer and heat,

. cost of replacement locks if keys haven't been returned,

. cleaning costs if apartment is unreasonably dirty

. getting rid of junk

Because of the practice by some of using the security deposit as last month's rent many landlords require both a security deposit and the last month's rent. In order to eliminate the need for this excessive cash requirement on the tenants, tenants agrees to pay last month's rent on the first of that month and not to attempt to use the security deposit for this payment.

2. Tenant shall be responsible for normal grounds maintenance during the term of this lease. It is important that rubbish is kept off the lawn and in the winter that snow and ice are kept off the walks and entryways.

3. Rubbish, including garbage, is picked up between 7 and 9 am on Tuesdays. Tenants agree to put rubbish out on a weekly basis keeping all garbage wrapped in either newspaper or plastic bags.

4. Tenant agrees
to purchase at cost (FIFO) oil currently in tank and landlord agrees at the termination of the lease to buy back at cost any oil in the tank at that time.

5. Tenant is allowed parking for not more than one car. Tenant agrees to park between the markers. Visitor parking is open-ended.

6. Tenant is permitted to sublet as long as subletees abide by the terms of the lease.

ADDENDUM to TENANCY AT WILL
Tenant Lead Law Notification

What lead paint forms must owners of rental units give to tenants?

All tenants who live in units built before **1978** must be given two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form** (Clause 19). If any of the following documents exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control.

When do owners have to give tenants these forms?

New tenants must be given the forms before entering the rental agreement, beginning **September 1, 1995.**

Current tenants must be given the forms during the one year period starting **December 1, 1995** at the time of lease renewal, or if there is no lease, any time during the year, but no later than **December 1, 1996.**

What is lead poisoning, and how do children become lead poisoned?

Lead poisoning is a disease. Lead can make children, especially those under six years old very sick and can cause learning and behavior problems. Lead is often found in paint on the inside and outside of homes. The main way a child can get lead poisoned is from swallowing lead paint dust and chips. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. The only way to tell for sure that a child is lead poisoned is to have his or her blood tested. Your doctor, other health care provider, or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be deleaded for a lead poisoned child to get well.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- If your home has not been deleaded, you can do some things to reduce temporarily the chances of your child becoming lead poisoned. You can clean your home regularly to wipe up dust and loose paint chips. Use a cleaner called TSP or an automatic dishwasher detergent high in phosphate, or other cleaners made just for cleaning lead dust and chips. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (particularly before eating or sleeping) and wash your child's toys. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

What does the Lead Law require the owner of your home to do if a child under six years old lives there?

An owner of a home built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, it must be deleaded or brought under interim control. A licensed deleader has to do all removal of leaded paint, and all other high-risk work. The owner or someone who works for him who is not a licensed deleader can do certain low-risk deleading and interim control work. After the work is done, the lead inspector or risk assessor issues a Letter of Compliance or Letter of Interim Control. The owner must make sure there is no peeling paint anytime after getting a Letter of Compliance or Letter of Interim Control.

What is a Letter of Compliance?

It is a legal letter that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter that says the work necessary to make the home temporarily safe from lead hazards has been done. The letter is signed and dated by a licensed lead risk assessor. It is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance before the end of the

Tenant Certification Form

I (tenant) certify that I have received the following: (check all that you received)

- ☐ Tenant Lead Law Notification (on reverse side or on separate sheet)
- ☐ Lead Inspection Report
- ☑ Evidence that apartment was deleaded 2/4/90. This was before more stringent regulations were adopted. Current health inspector has not been able to locate all his records relating to this deleading.
- ☐ Letter of Interim Control
- ☐ Letter of Compliance

Tenant Information (please print):

Name _____

Street _____ Apt _____

City/Town _____ Zip _____

Tenant's Signature _____ Date _____

Owner/Managing Agent Information (please print):

Name BRUCE ABELE

Street 23 RUSSELL CT Apt _____

City/Town NEWTONVILLE State MA Zip 02460

Telephone # 617 527-6875

Owner's/Manager's Signature M B Abel Date _____

☐ I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/Tenant Certification form and any lead law document to the tenant, but the tenant refused to sign this certification. The tenant gave the following reason:

_____

_____

.....

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

This form is also available from the Childhood Lead Poisoning Prevention Program in the following languages: Cambodian, Chinese, Haitian Creole, Laotian, Portuguese, Spanish, and Vietnamese.

The Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program (CLPPP) has additional information on a full range of topics related to lead poisoning prevention, tenants' and owners' rights and responsibilities under the Lead Law and Regulations, financial assistance for owners, and safe deleading and renovation work. CLPPP can be reached at 1-800-532-9571. More information is also available from your local lead poisoning prevention program, or your local Board of Health.

Tenants and owner must each keep a completed and signed copy of this form.

Form CLPPP 95-17-7/95

Security Deposit Receipt

To: XXXXXXXX

Reference: Apartment at 25 Winter St, Newton Upper Falls, MA

I acknowledge receipt of $XXXX for security deposit for apartment at 25 Winter St. Security deposit is to be returned within thirty days of termination of lease subject to conditions specified in our agreement.

The deposit will be held in escrow in account 31-60003287 of the Village Bank, Newtonville, MA.

Landlord:
Date:

Move out and Move In

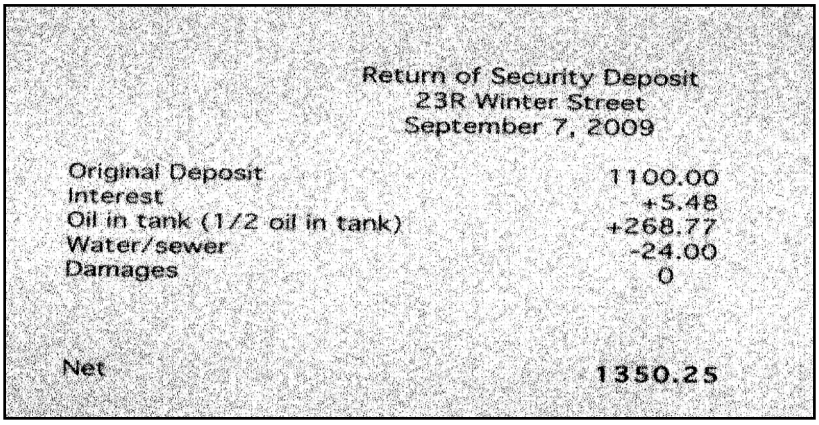
Getting rid of junk

When there is a transfer of tenancy by far the biggest problem is getting rid of junk. Plastics, metal and cardboard can be taken to the Rumford dump. Best to remind tenancy that they are responsible for leaving the apartment empty. It never works 100% but it helps.

Timing

Frequently people are moving in the same day the old tenants are moving out. I try to set up communication between both groups.

Final accounting:

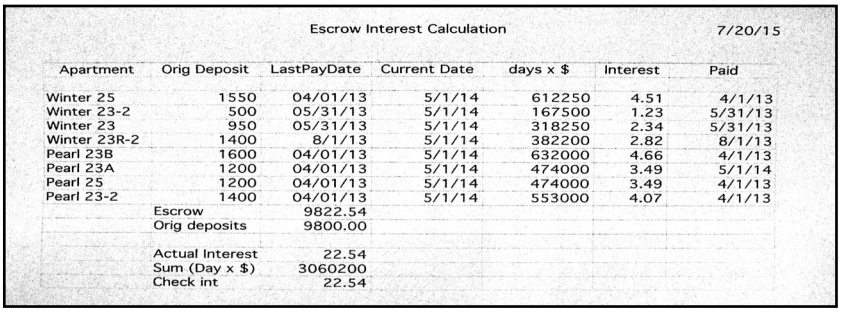


Return of Security Deposit
23R Winter Street
September 7, 2009

Original Deposit	1100.00
Interest	+5.48
Oil in tank (1/2 oil in tank)	+268.77
Water/sewer	-24.00
Damages	0
Net	1350.25

Final Accounting

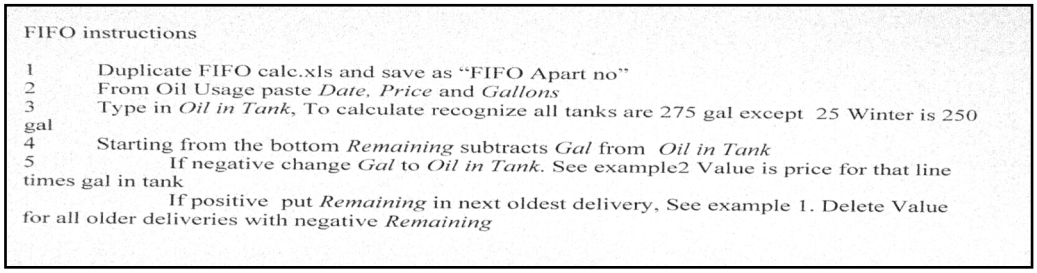
The law is very strict in that you need to provide the tenants with a final accounting statement. This could get a little complicated. There is almost always a water bill and an adjustment for oil in the tank. The calculation for oil involves FIFO which is a bit tricky to calculate. In addition interest on the security deposit is to be calculated. See instructions. Unless the damage is extraordinary I don't charge.



Escrow Interest Calculation 7/20/15

Apartment	Orig Deposit	LastPayDate	Current Date	days x $	Interest	Paid
Winter 25	1550	04/01/13	5/1/14	612250	4.51	4/1/13
Winter 23-2	500	05/31/13	5/1/14	167500	1.23	5/31/13
Winter 23	950	05/31/13	5/1/14	318250	2.34	5/31/13
Winter 23R-2	1400	8/1/13	5/1/14	382200	2.82	8/1/13
Pearl 23B	1600	04/01/13	5/1/14	632000	4.66	4/1/13
Pearl 23A	1200	04/01/13	5/1/14	474000	3.49	5/1/14
Pearl 25	1200	04/01/13	5/1/14	474000	3.49	4/1/13
Pearl 23-2	1400	04/01/13	5/1/14	553000	4.07	4/1/13
Escrow	9822.54					
Orig deposits	9800.00					
Actual Interest	22.54					
Sum (Day x $)	3060200					
Check int	22.54					

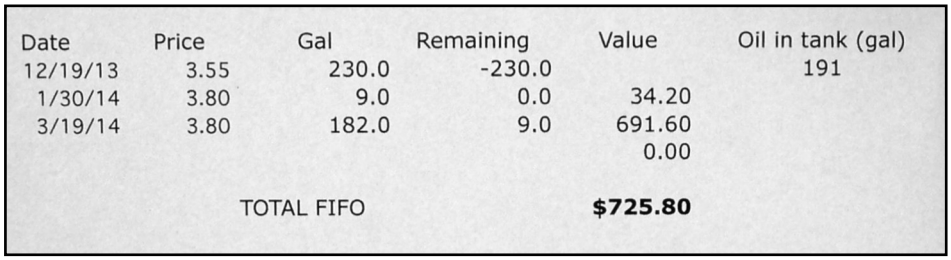
Escrow interest calculation



FIFO instructions

1 Duplicate FIFO calc.xls and save as "FIFO Apart no"
2 From Oil Usage paste *Date, Price* and *Gallons*
3 Type in *Oil in Tank*, To calculate recognize all tanks are 275 gal except 25 Winter is 250 gal
4 Starting from the bottom *Remaining* subtracts *Gal* from *Oil in Tank*
5 If negative change *Gal* to *Oil in Tank*. See example2 Value is price for that line times gal in tank
If positive put *Remaining* in next oldest delivery, See example 1. Delete Value for all older deliveries with negative *Remaining*

FIFO Calculation Instructions



Date	Price	Gal	Remaining	Value	Oil in tank (gal)
12/19/13	3.55	230.0	-230.0		191
1/30/14	3.80	9.0	0.0	34.20	
3/19/14	3.80	182.0	9.0	691.60	
				0.00	
		TOTAL FIFO		**$725.80**	

Sample FIFO Calculation

Billing

Invoices

For rent, oil, water sewer & credits

Deliver to apartments about a week early

Invoice states when rent will be picked up from rent box on front porch.

Rental Invoice

From: Bruce Abele
23 Russell Court
Newtonville, MA 02460

To: Mary Ellen Stokes & Dominique Fortin
25 Winter Street
Newton Upper Falls, MA

Rent 25 Winter Street for March	1550.00
Oil (1/30)	629.49
Water meter	249.23
Balance fwd	0
Credit	-50.00
TOTAL	**$2,378.72**

TERMS: Rent & other payments to be picked up Monday, March 3d

NOTES: FYI: Water meter usage depends on number of people. Of the seven apartments the lowest usage is 24.33 gal/person/day. Heat: the lowest usage for the last delivery is 96.6 gal / $366.98

Sample invoice

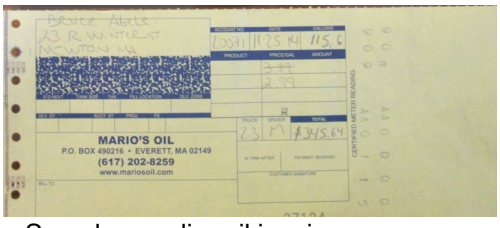
Oil

When oil is delivered I record it on a spreadsheet so that at the end of the year I know usage by apartment.

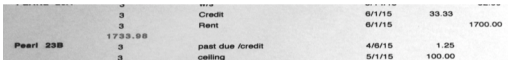
Need to notify supplier when to deliver. Apartment 25 has a smaller tank, 240 gallons so when they are down to 1/4 a delivery is ordered. Supplier leaves invoices for all apartments in a can on the porch. Needless to say this is important.

		WINTER						PEARL									
		WINTER						PEARL									
Date	Price	23	$	25	$	23R	$	25	$	23	$	23A	$	23B	$	Pearl	Winter	Total
11/25/14	2.990	63	188.37	152.9	457.17	115.6	345.64	69.7	208.40	191.2	571.69	74.5	222.76	74	221.26	1224.11	991.19	2215.29
1/14/15	2.490	84	209.16	150.4	374.50	125	311.25	113	281.37	145.4	362.05	94	234.06	7.6	18.92	896.40	894.91	1791.31
2/17/15	2.799	110.9	310.41	146.5	410.05	115.1	322.16	114	319.09	115	321.89	111	310.69	0	0.00	951.66	1042.63	1994.29
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
Total gal/$		257.90	$707.94	449.80	$1,241.72	355.70	$979.06	296.70	$808.86	451.60	$1,255.62	279.50	767.50	81.60	$240.18			
Avg $/gal			2.745		2.761		2.752		2.726		2.780				2.943			
TOTAL gal							1063.4								1109.4			
Total $							$2928.72								$2,304.66	$3,072.17	$2,928.72	

Oil spread sheet



Sample supplier oil invoice



Water

Bill for water / sewer four times a year. The tenant in 25 sends me readings and I have Excel software that calculates the bill the same way the city does. If a bill is unusually large I contact the tenant to determine what's gone wrong. City will occasionally give credit for catastrophic usage. See Appendix for instructions using water billing softwareI

23 A Pearl Street

Number of tenants 1

Cost for this period $52.99

Readings	Date	Reading	Usage 100cf	Gal/ person/day
Current Reading	5/14/15	13297	3.53	29.34
Prior	2/13/15	12944	3.82	31.75
Historical	11/15/14	12562	3.98	16.01
Historical	8/14/14	12164	4.63	19.24
Historical	5/16/14	11701	1.06	14.16
Historical	4/18/14	11595	4.3	25.13
Historical	2/13/14	11165	8.86	36.02
Historical	11/13/13	10279	8.45	22.65
Historical	8/12/13	9434	9.43	25.84
Historical	5/13/13	8491	13.83	38.74
Historical	2/13/13	7108	16.81	46.57
Historical	11/15/12	5427	10.84	87.19
Historical	8/14/12	4343	4.53	37.65
Historical	5/16/12	3890	3.45	30.72
Historical	2/22/12	3545	5.1	38.93

Sample water/sewer bill

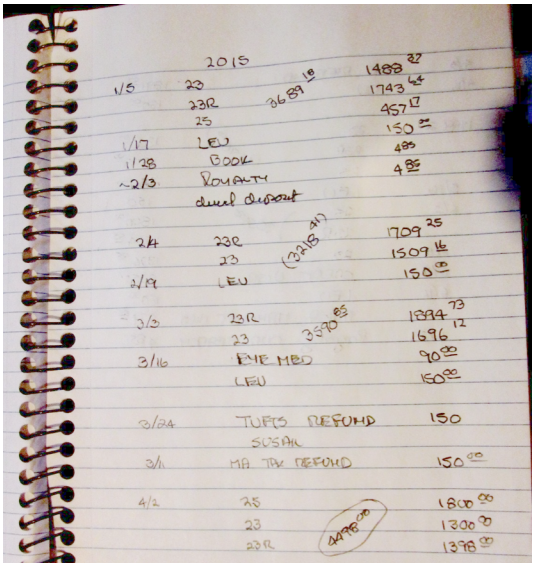
Accounts receivable

	3	Rent	6/1/15		1300.00
	1376.25				
WINTER 23	3	w/s	5/1/15		76.25
	3	rent	6/1/15		1450.00
	1554.55				
WINTER 23R	3	w/s	5/1/15		156.55
	3	credit	6/1/15	2.00	
	3	rent	6/1/15		1400.00
	2200.00				
Winter 25	3	rent	6/1/15		2200.00

Accounts receivable reportt

I find Accounts Receivable software almost essential because everybody's doesn't pay for every billing item always on time. It is a bit of a problem to keep up-to-date but definitely worthwhile.

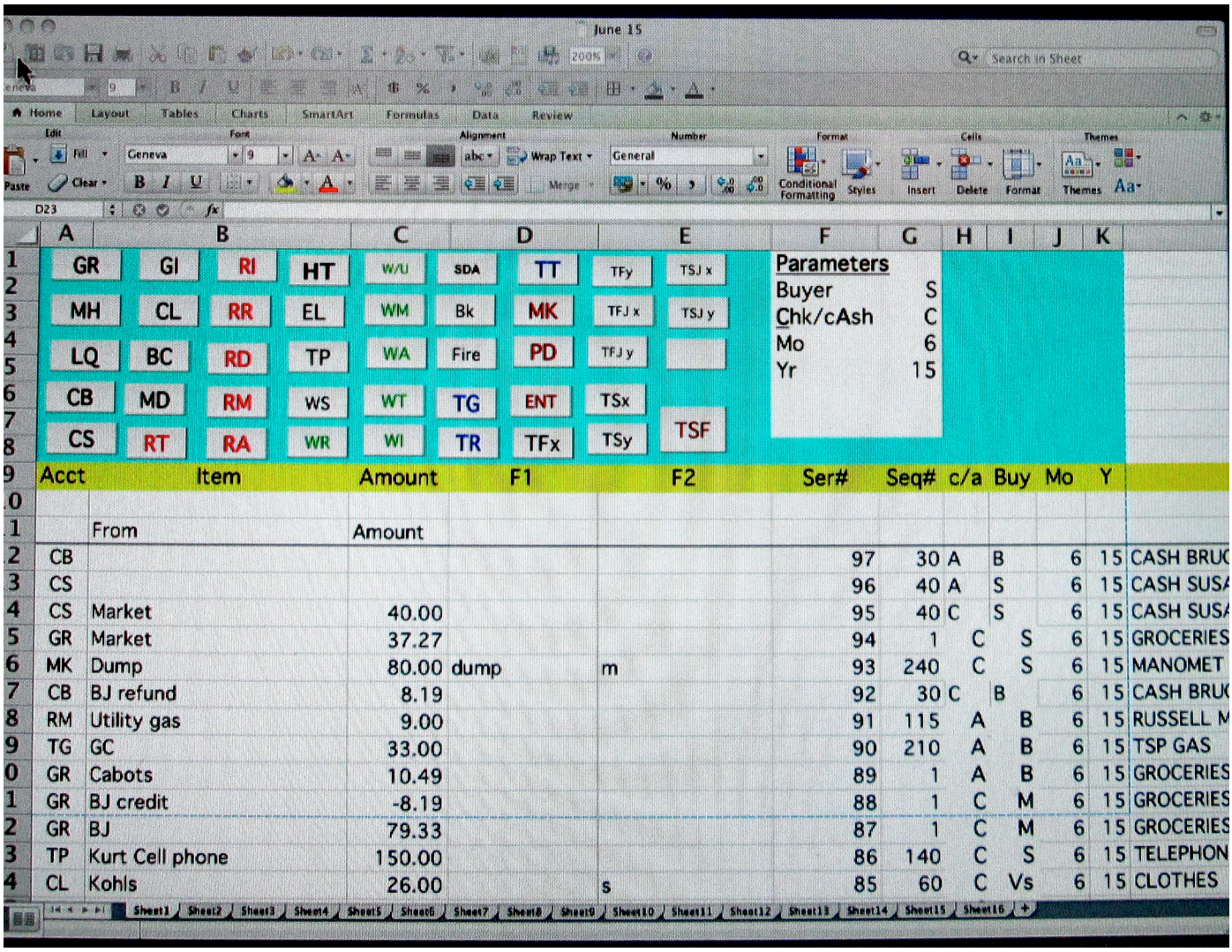
Booking



Receipts log

Receipts are logged in along with **other** receipts in this Receipt Book.

Expenses both personal and for Winter are posted to this Excel booking software application and transferred monthly to a File Maker Pro database which makes possible a variety of reports depending upon need.



Booking software expenses.: WR repair, W/U utilities, WM maintenance, WA administration, WT Taxes, WI Insurance

Miscellaneous

Taxes:

I keep track of trips and at the end the year use that for taxes.

Records

Leases and instructions are archived for every apartment going back to 1980. Files are either in attic or storage area.

Archives

I keep a yearly folder of invoices and all expenses are booked on a Financial Database so at end of year it is easy to get a report of a category of expense.

Insurance

Purchased thru Aronson Insurance. Harleysville. About $1650/yr

Tenants current

25 Parker Rice with dog care business: Leaving Aug 31

23R Mike & Kristin McKenney sports medicine. Excellent

23 Brett Nault medical system analysis; Sarah Whitecross ophthalmologist Excellent

Appendix

Deed

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

I, HELEN J. PANELLA

of Newton, Middlesex County, Massachusetts

for consideration paid, and in full consideration of $ 88,000.00

grants to M. Brewster Abele and Susan B. Abele, Husband and Wife, Tenants by the Entirety

of Newton, Middlesex County, Commonwealth of Mass. with quitclaim covenants

the land in that part of Newton called Newton Upper Falls together with the buildings thereon, being designated as Lot "C" on a "Plan of land in Newton Upper Falls, May 8, 1923, Wm. E. Leonard, C.E." recorded Middlesex South District Deeds at the end of Book 4651, said Lot C is bounded and described as follows:

SOUTHERLY by Winter Street as shown on said plan Forty-five, (45), feet;

WESTERLY by Lots "A" and "B" as shown on said plan One Hundred seventy-one and 27/100, (171.27), feet;

NORTHERLY by land of Chesley as shown on said plan Forty-nine and 75/100 feet;

EASTERLY by land of Rogers as shown on said plan Forty-nine and 45/100, (49.45), feet;

NORTHERLY again by land of said Rogers Fourteen, (14), feet, and

EASTERLY again by land of Billings as shown on said plan One Hundred twenty-seven and 85/100, (127.85), feet.

Containing 9269 square feet more or less according to said plan.

Said premises are conveyed subject to restrictions of record which are now in force and applicable.

For my title see deed of Bertha Muni to me dated January 22, 1948 and recroded with Middlesex South District Registry of Deeds, Book 7243 Page 235.

Witness my hand and seal this 29th day of June 1979

The Commonwealth of Massachusetts

Middlesex ss. June 29, 1979

Then personally appeared the above named Helen J. Panella

and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public — Justice of the Peace

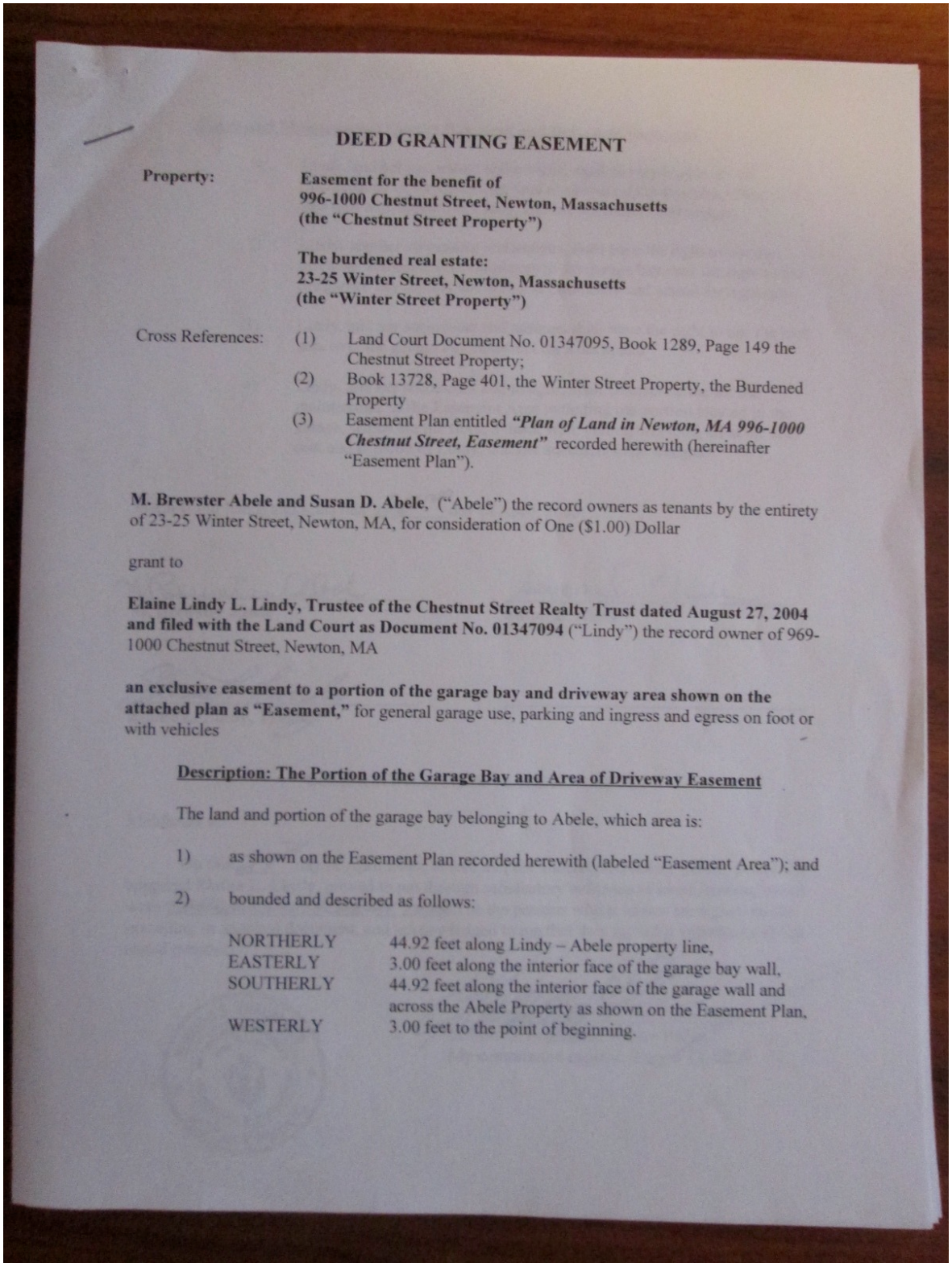
My commission expires 19

(*Individual — Joint Tenants — Tenants in Common — Tenants by the Entirety.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Easement



DEED GRANTING EASEMENT

Property: **Easement for the benefit of**
996-1000 Chestnut Street, Newton, Massachusetts
(the "Chestnut Street Property")

The burdened real estate:
23-25 Winter Street, Newton, Massachusetts
(the "Winter Street Property")

Cross References:
(1) Land Court Document No. 01347095, Book 1289, Page 149 the Chestnut Street Property;
(2) Book 13728, Page 401, the Winter Street Property, the Burdened Property
(3) Easement Plan entitled ***"Plan of Land in Newton, MA 996-1000 Chestnut Street, Easement"*** recorded herewith (hereinafter "Easement Plan").

M. Brewster Abele and Susan D. Abele, ("Abele") the record owners as tenants by the entirety of 23-25 Winter Street, Newton, MA, for consideration of One ($1.00) Dollar

grant to

Elaine Lindy L. Lindy, Trustee of the Chestnut Street Realty Trust dated August 27, 2004 and filed with the Land Court as Document No. 01347094 ("Lindy") the record owner of 969-1000 Chestnut Street, Newton, MA

an exclusive easement to a portion of the garage bay and driveway area shown on the attached plan as "Easement," for general garage use, parking and ingress and egress on foot or with vehicles

Description: The Portion of the Garage Bay and Area of Driveway Easement

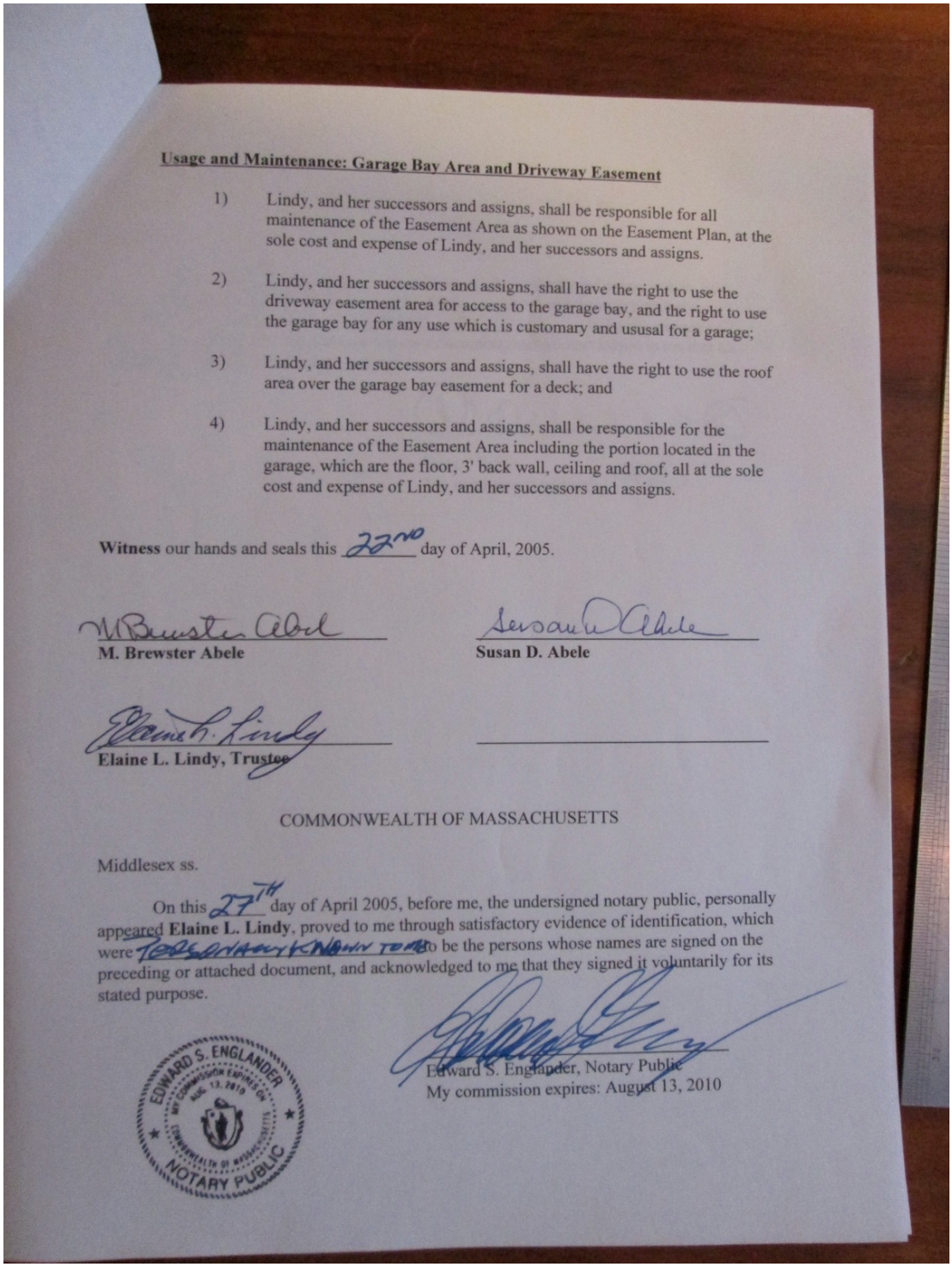
The land and portion of the garage bay belonging to Abele, which area is:

1) as shown on the Easement Plan recorded herewith (labeled "Easement Area"); and

2) bounded and described as follows:

NORTHERLY	44.92 feet along Lindy – Abele property line,
EASTERLY	3.00 feet along the interior face of the garage bay wall,
SOUTHERLY	44.92 feet along the interior face of the garage wall and across the Abele Property as shown on the Easement Plan,
WESTERLY	3.00 feet to the point of beginning.

Easement



Usage and Maintenance: Garage Bay Area and Driveway Easement

1) Lindy, and her successors and assigns, shall be responsible for all maintenance of the Easement Area as shown on the Easement Plan, at the sole cost and expense of Lindy, and her successors and assigns.

2) Lindy, and her successors and assigns, shall have the right to use the driveway easement area for access to the garage bay, and the right to use the garage bay for any use which is customary and ususal for a garage;

3) Lindy, and her successors and assigns, shall have the right to use the roof area over the garage bay easement for a deck; and

4) Lindy, and her successors and assigns, shall be responsible for the maintenance of the Easement Area including the portion located in the garage, which are the floor, 3' back wall, ceiling and roof, all at the sole cost and expense of Lindy, and her successors and assigns.

Witness our hands and seals this 22ND day of April, 2005.

M. Brewster Abele

Susan D. Abele

Elaine L. Lindy, Trustee

COMMONWEALTH OF MASSACHUSETTS

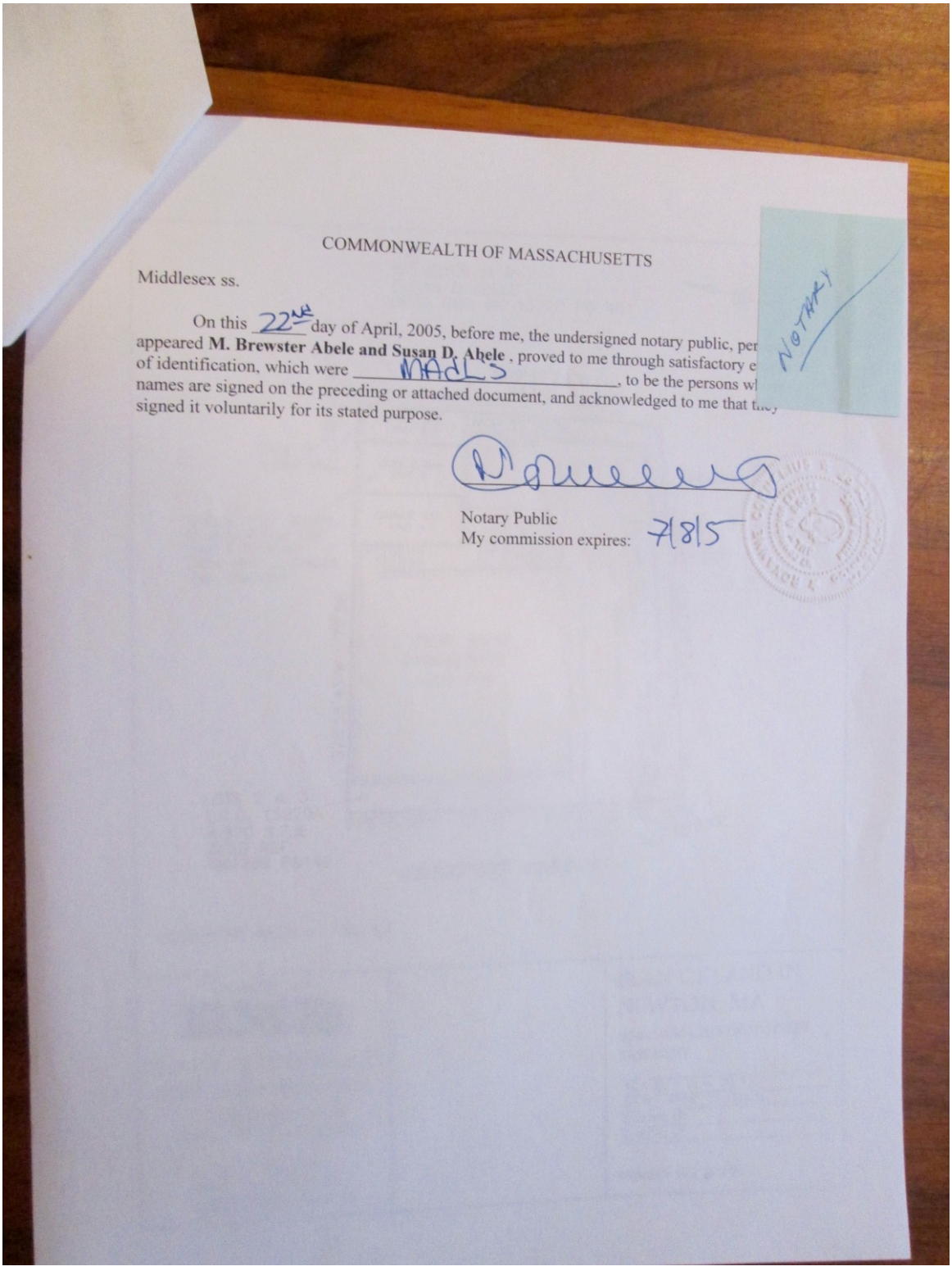
Middlesex ss.

On this 27TH day of April 2005, before me, the undersigned notary public, personally appeared **Elaine L. Lindy**, proved to me through satisfactory evidence of identification, which were PERSONALLY KNOWN TO ME to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

EDWARD S. ENGLANDER MY COMMISSION EXPIRES ON AUG. 13, 2010 NOTARY PUBLIC

Edward S. Englander, Notary Public
My commission expires: August 13, 2010

Easement



COMMONWEALTH OF MASSACHUSETTS

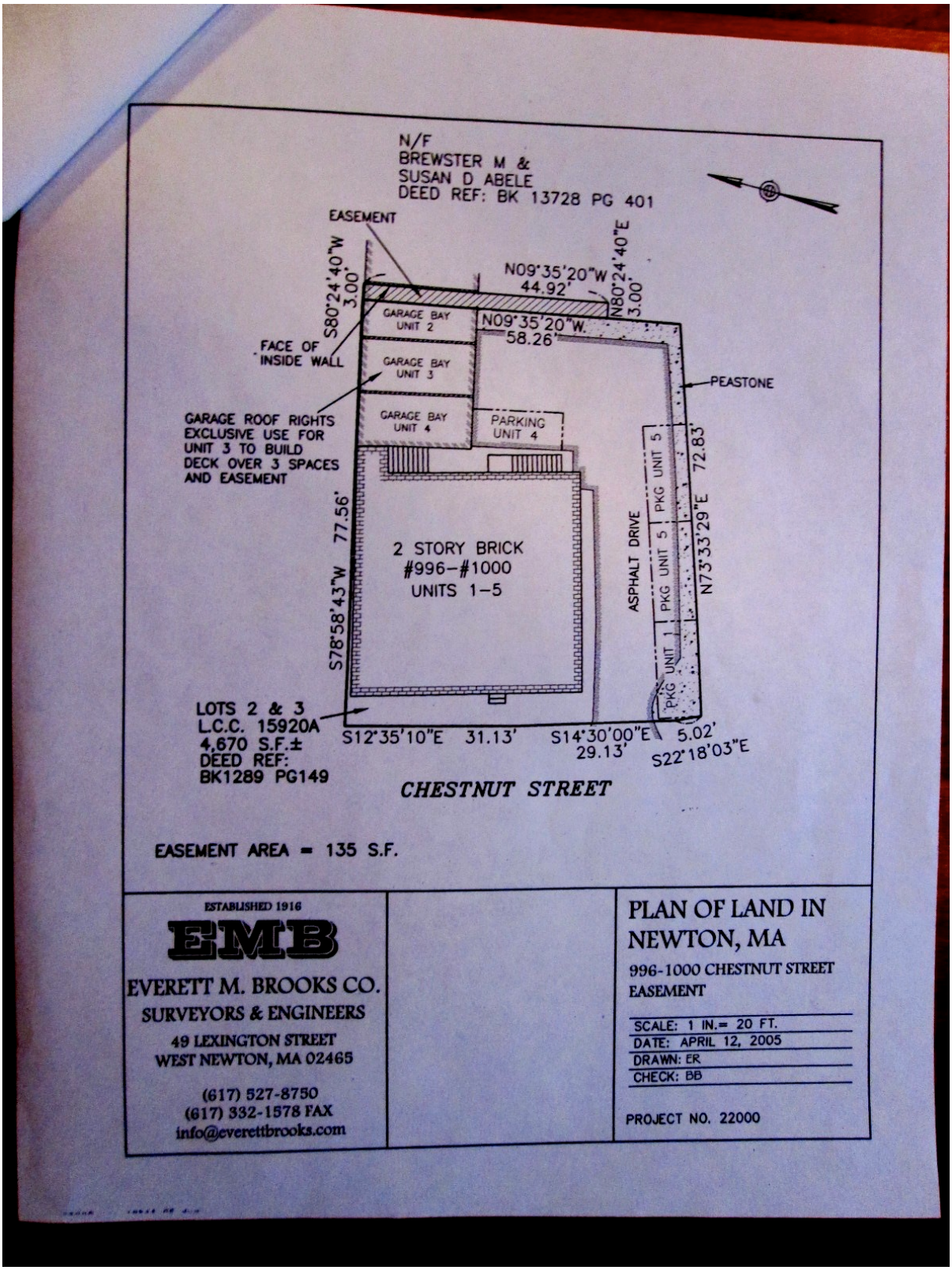
Middlesex ss.

On this 22nd day of April, 2005, before me, the undersigned notary public, per
appeared **M. Brewster Abele and Susan D. Abele** , proved to me through satisfactory e
of identification, which were MADLS, to be the persons w
names are signed on the preceding or attached document, and acknowledged to me that t
signed it voluntarily for its stated purpose.

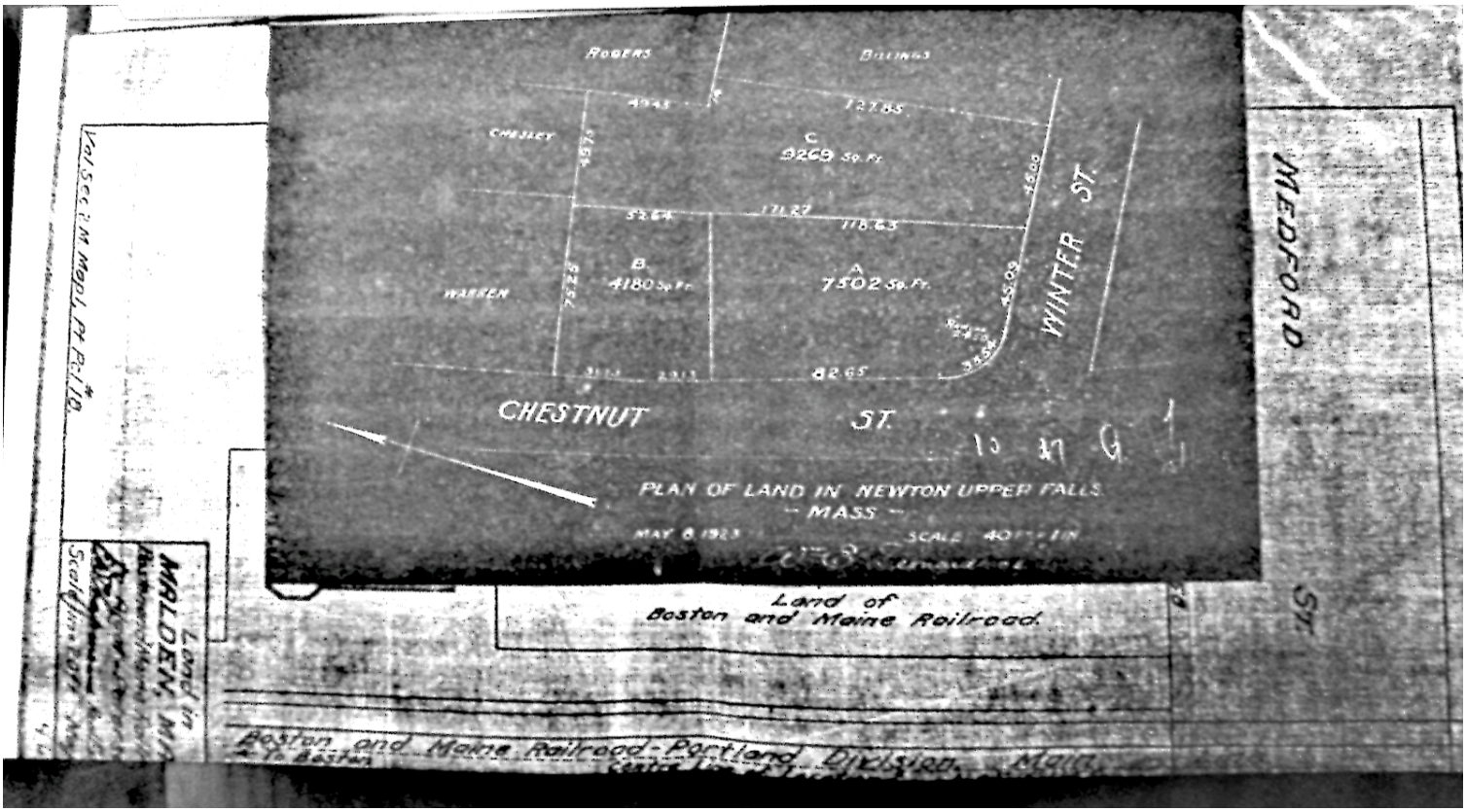
NOTARY

Notary Public
My commission expires: 7/8/5

Easement

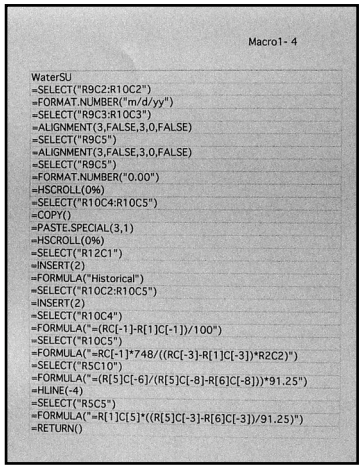

N/F
BREWSTER M &
SUSAN D ABELE
DEED REF: BK 13728 PG 401
EASEMENT
S80°24'40"W
3.00'
N09°35'20"W
44.92'
N80°24'40"E
3.00'
GARAGE BAY
UNIT 2
N09°35'20"W.
58.26'
FACE OF
INSIDE WALL
GARAGE BAY
UNIT 3
PEASTONE
GARAGE ROOF RIGHTS
EXCLUSIVE USE FOR
UNIT 3 TO BUILD
DECK OVER 3 SPACES
AND EASEMENT
GARAGE BAY
UNIT 4
PARKING
UNIT 4
PKG UNIT 5
72.83'
N73°33'29"E
77.56'
S78°58'43"W
2 STORY BRICK
#996–#1000
UNITS 1–5
ASPHALT DRIVE
PKG UNIT 5
PKG UNIT 1
LOTS 2 & 3
L.C.C. 15920A
4,670 S.F.±
DEED REF:
BK1289 PG149
S12°35'10"E 31.13'
S14°30'00"E
29.13'
5.02'
S22°18'03"E
CHESTNUT STREET
EASEMENT AREA = 135 S.F.
ESTABLISHED 1916
EMB
EVERETT M. BROOKS CO.
SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com
PLAN OF LAND IN
NEWTON, MA
996-1000 CHESTNUT STREET
EASEMENT
SCALE: 1 IN.= 20 FT.
DATE: APRIL 12, 2005
DRAWN: ER
CHECK: BB
PROJECT NO. 22000

Property Map



Water Billing

1) Under apartments>Monthly billing> water billing> click Macro1-4
2) Leave open
3) Click the applicable apartment, for example Pearl 25-2.xls
4) Under the Excel *Tools* click *Macro* then *Macros*
5) Click Macro1-4'!WaterSU not any of the others See Exhibit 1
6) Click RUN See Exhibit2
7) Then add date and reading Exhibit 3



Macro1- 4

```
WaterSU
=SELECT("R9C2:R10C2")
=FORMAT.NUMBER("m/d/yy")
=SELECT("R9C3:R10C3")
=ALIGNMENT(3,FALSE,3,0,FALSE)
=SELECT("R9C5")
=ALIGNMENT(3,FALSE,3,0,FALSE)
=SELECT("R9C5")
=FORMAT.NUMBER("0.00")
=HSCROLL(0%)
=SELECT("R10C4:R10C5")
=COPY()
=PASTE.SPECIAL(3,1)
=HSCROLL(0%)
=SELECT("R12C1")
=INSERT(2)
=FORMULA("Historical")
=SELECT("R10C2:R10C5")
=INSERT(2)
=SELECT("R10C4")
=FORMULA("=(RC[-1]-R[1]C[-1])/100")
=SELECT("R10C5")
=FORMULA("=RC[-1]*748/((RC[-3]-R[1]C[-3])*R2C2)")
=SELECT("R5C10")
=FORMULA("=(R[5]C[-6]/(R[5]C[-8]-R[6]C[-8]))*91.25")
=HLINE(-4)
=SELECT("R5C5")
=FORMULA("=R[1]C[5]*((R[5]C[-3]-R[6]C[-3])/91.25)")
=RETURN()
```

Macro1-4

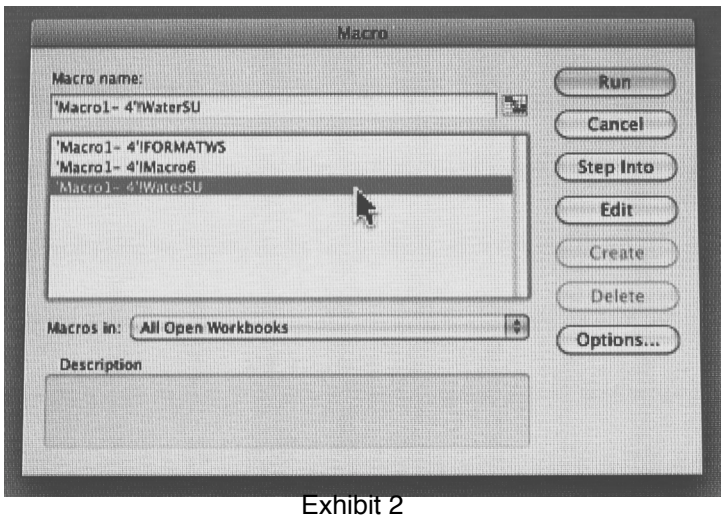
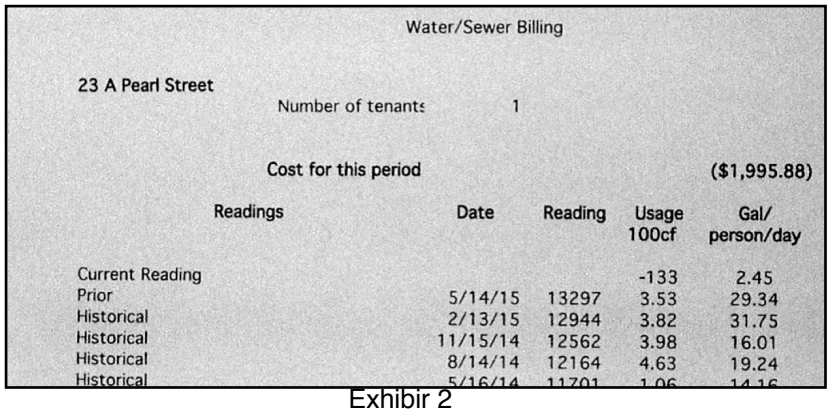


Exhibit 2



Water/Sewer Billing

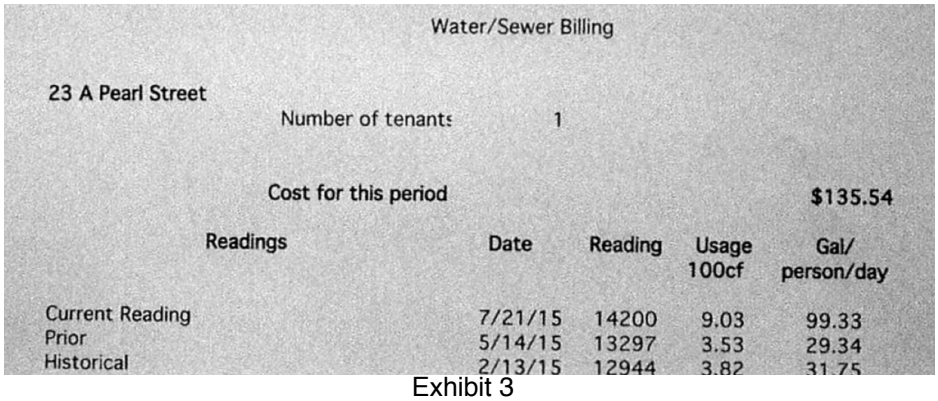
23 A Pearl Street

Number of tenants 1

Cost for this period ($1,995.88)

Readings	Date	Reading	Usage 100cf	Gal/ person/day
Current Reading			-133	2.45
Prior	5/14/15	13297	3.53	29.34
Historical	2/13/15	12944	3.82	31.75
Historical	11/15/14	12562	3.98	16.01
Historical	8/14/14	12164	4.63	19.24
Historical	5/16/14	11701	1.06	14.16

Exhibir 2



Water/Sewer Billing

23 A Pearl Street

Number of tenants 1

Cost for this period $135.54

Readings	Date	Reading	Usage 100cf	Gal/ person/day
Current Reading	7/21/15	14200	9.03	99.33
Prior	5/14/15	13297	3.53	29.34
Historical	2/13/15	12944	3.82	31.75

Exhibit 3

Maintenance & Repair

Electrical:

Every apartment has posted near the circuit breaker panel charts that show the relation of usage to circuit breaker. One is sorted by circuit breaker, the other by floor and room.

For repairs I use Keith Hemmer

Phone: 617 293-0562
Email keithhemmer@hotmail.com

Furnaces, heat:

Oil supplier: Mario Martinez;
Phone: 617 224-6919
Email: martinezmr1@aol.com

His prices are significantly better than any other supplier. He does not do automatic delivery so it is necessary to call when the highest usage apartment is down to a quarter.

It Is also necessary to clarify how you are going to get the oil invoices, needless to say very important. Currently I have a coffee can on the porch at Winter Street so he makes a delivery first to Pearl St. and then Winter. Brett in 23 then e-mails me photos of each of the invoices.

Is important to monitor each of these steps in the process or you can end up paying for oil.

Furnace repair and annual service: Dave Reilly, Phone: 617 590-7647

It is necessary to schedule an annual service during the non-heating season

An emergency backup might be Tom 617 224 6919 who works with Mario Martinez

Plumbing

TBros or Tretheway Bros:

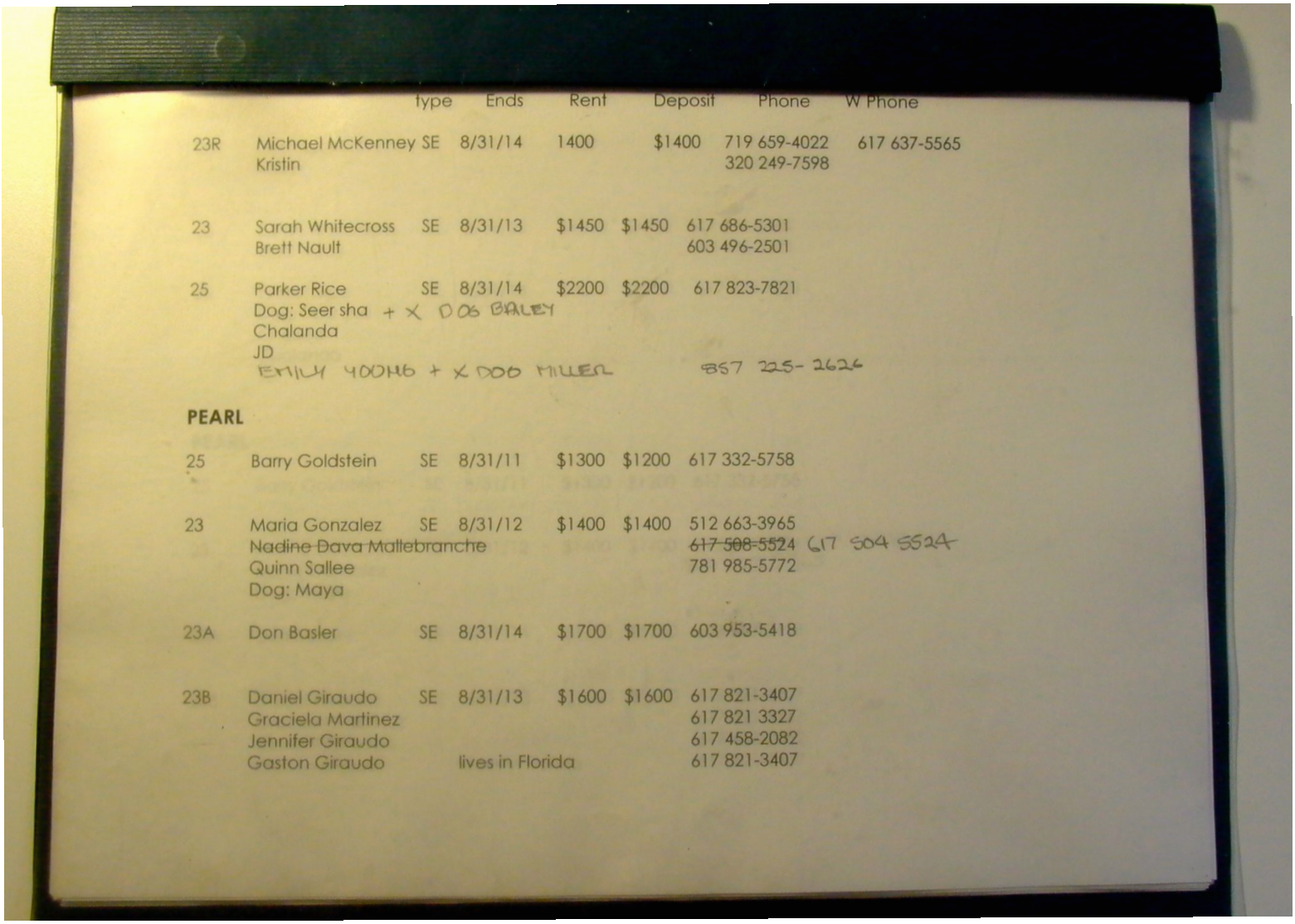
Phone: 617 325-3283
Email Jessf@tbros.com

For plumbing repairs it is often advisable to get a photo of the appropriate problem so that the plumber doesn't have to go shopping for parts. That photo can be sent to the e-mail address above.

Carpentry or Handyman Services

At this point I have not found any individual who is reliable

Tenant Phone Numbers & Statistics



		type	Ends	Rent	Deposit	Phone	W Phone
23R	Michael McKenney Kristin	SE	8/31/14	1400	$1400	719 659-4022 320 249-7598	617 637-5565
23	Sarah Whitecross Brett Nault	SE	8/31/13	$1450	$1450	617 686-5301 603 496-2501	
25	Parker Rice Dog: Seer sha + X DOG BAILEY Chalanda JD EMILY 400H6 + X DOG MILLER	SE	8/31/14	$2200	$2200	617 823-7821 857 225-2626	
PEARL							
25	Barry Goldstein	SE	8/31/11	$1300	$1200	617 332-5758	
23	Maria Gonzalez ~~Nadine Dava Mattebranche~~ Quinn Sallee Dog: Maya	SE	8/31/12	$1400	$1400	512 663-3965 ~~617 508-5524~~ 617 504 5524 781 985-5772	
23A	Don Basler	SE	8/31/14	$1700	$1700	603 953-5418	
23B	Daniel Giraudo Graciela Martinez Jennifer Giraudo Gaston Giraudo	SE	8/31/13 lives in Florida	$1600	$1600	617 821-3407 617 821 3327 617 458-2082 617 821-3407	

Tenant Phone No and Names

I keep a folder that contains all tenant's names, dog names, phone numbers and summary lease information on my desk. It is very useful

In addition tenants e-mail addresses are on my Name software structured so that you can search by apartment. Also very useful.

End

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