

2010 Reservoir Lofts Handbook

A quick reference to rules & regulations in
the *Reservoir Lofts Master Deed, Declaration of Trust, and Bylaws*

Operating Procedures	2
Meetings Schedule	4
Safety Procedures	5
Chart of Responsibilities	6
Fines	7
Rules & Regulations	8
Renting: Policies & Procedures	13

Welcome to the Reservoir Lofts community!

This Handbook is meant to familiarize you with condominium operations and regulations. All rules and regulations herein have been in effect since 2008 and are documented in the *Reservoir Lofts Master Deed, Declaration of Trust, and Bylaws*. To maintain a high quality-of-life at Reservoir Lofts, it is important that all residents—owners and renters—observe the same code of courtesy and conduct. If you have questions about Handbook contents, please refer to the aforementioned source documents. You should have received them from the seller or landlord. If not, you can get them from the Management Company or website: <http://reservoirlofts.net/files/>.

Once again, we extend a warm welcome. We hope you enjoy being part of this 72-neighbors-big community!

Sincerely,
The Reservoir Lofts community

Operating Procedures

I. Board of Trustees

As of November 2009, Mark Coppola of World Realty Development (m.coppola@worldrealtydevelopment.com) is the sole Trustee of the Reservoir Lofts. There is no *resident-run* board. In lieu of a board, a “Core Group” of residents volunteers to oversee the health and happiness of the community. In 2009, the Core Group communicated regularly with the Management Company (J.M. Whitney & Co.) to schedule repairs/upgrades, hosted resident meetings, and distributed minutes and community newsletters.

At a future date, Board control will be transferred from the developer and Board Trustee Mark Coppola to residents. At that time, 3 to 7 unit owners will be elected to the Board to manage operations of the Reservoir Lofts.

It is the Board’s job to make sure that:

- operating costs (for care, upkeep, and maintenance) are fair;
- a yearly operating budget is distributed to unit owners;
- reputable and licensed vendors are hired to work on the premises;
- vendor work is monitored for quality;
- the property is appropriately insured;
- it maintains minutes of all meetings;
- residents’ obligations are enforced to protect the property’s value and quality of life;
- it adds value to the development over time (to increase property value and/or quality of life). This includes building out the reserves;
- appropriate tasks are delegated to the Management Company.

To join the residents’ mailing list, please register at: <http://reservoirlofts.net>.

2. Management Company

The property is currently managed by Curtis Whitney of J.M. Whitney & Co.

J.M. Whitney & Co. (JMW) is responsible for day-to-day operations of the complex, for carrying out instructions from the Board, and, in general, acting to serve the best interest of all unit owners.

J.M. Whitney & Co., Inc.
P.O. Box 100
Watertown, MA, 02471
Primary Contact: Curtis Whitney
Phone: (617) 924-7500; After business hours: (617) 899-9488
Fax: (617) 923-3977
Email: Curtis@JMWhitney.com

The Management Company (JMW) strictly manages common areas.

- JMW collects monthly condominium fees.
Please contact Curtis Whitney to request paperless billing.
- JMW schedules operations and maintenance services including:
 - yearly roof maintenance (roof covering and vents must be sealed)
 - yearly concrete maintenance (cleaning and sealing)
 - snow and ice removal
 - Master insurance renewal
 - fire alarm system maintenance
 - landscaping
 - common-area cleaning (2x per week)
 - common-area utilities and repairs
 - trash removal
 - large-item trash removal
 - recycling removal
 - garage door operation (as needed)
 - elevator inspection/operation (as needed)
- JMW resolves common area issues.
To report a common area issue (ex. broken garage door, icy sidewalk, etc.), contact Curtis Whitney. Unit-specific issues are the responsibility of individual unit owners. (See Chart of Responsibilities for clarification.)

Message from JMW

Condominium rules, regulations, and restrictions are necessary to preserve your right to the quiet enjoyment of your community. It is the responsibility of the Management Company to use any and all measures necessary to enforce those rules and regulations set forth by the Trustees.

It is your responsibility to read the Master Deed and adhere to the Bylaws of the Trust.

Remember: You can always contact a neighbor or info@reservoirlofts.net to get advice about your unit. Long-time residents have great information to share. For example, *How do I change my air filter? What size is my air filter? Why is my water pressure low?*

Meetings Schedule

Community Meetings. The Core Group meets once a month on the first Wednesday of each month. To add an item to the agenda, please submit to info@reservoirlofts.net one week before the scheduled meeting. The best way to stay informed of special meetings, cancellations, etc. is to join the e-mailing list.

Annual Meeting¹

The Board of Trustees conducts an annual meeting of unit owners on the first Wednesday of January at 8:00 pm. At this meeting, the Board distributes reports of condominium management and finances.

Special Meetings²

The Board of Trustees may call a special meeting to submit a matter that requires approval or action by unit owners. Unit owners will be notified of the matter prior to the meeting.

¹ Annual Meeting. B. There shall be an annual meeting of the Unit Owners on the first Wednesday of January in each year at 8:00 p.m. on the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by them upon the written request of any Unit Owner. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium.

² Special Meetings. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority in interest of Unit Owners. C. Any Trustee or Unit Owner may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to giving such notice. Attendance at any meeting by a Trustee or Unit Owner without objection to lack of notice shall constitute a waiver of notice by such Trustee or Unit Owner. If all of the Trustees are present at any meeting of the Trustees or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required, and any business may be transacted at such meeting of the Trustees or Unit Owners, respectively.

Safety Procedures

In case of **FIRE, MEDICAL, or POLICE EMERGENCY**, call **911**.

To keep yourself, your family, and your neighbors safe, please observe the following:

Keep Exterior Doors Shut

When going in or out of a building, please make sure that doors are securely shut. This includes the mailroom door.

Keep Interior Fire Doors Shut

These doors separate hallways from 2nd and 3rd floor units and the garage. By law, they must be kept closed.

Maintain Your Smoke Detectors

Replace the batteries once a year (or when they “chirp”).

If the Building Alarm Sounds...Get Out!

The smoke detector in your unit only monitors and sounds in your unit. Smoke detectors in the common area hallways sound the main building alarm. When the building alarm sounds, exit the building. Do not use the elevator that connects the mailroom to the garage.

Power Loss in Your Unit is Your Responsibility

Each building is equipped with an emergency generator. During a power outage, the generator will run the hallway and stairwell lights and fire alarm system. Individual units will not have power. A power loss within an individual unit is the responsibility of the unit owner.

If your electrician needs to access the common meter room, please contact the management office (617) 924-7500.

Remove Snow from Balconies

Unit owners are required to remove snow from balconies.

The Management Company coordinates the following:

Common Area Snow Removal

During a snow storm, a contracted snow-removal company keeps walkways clear. They shovel and sand the site. The garage ramp is heated (and does not require manual snow removal).

Fire Alarm System Maintenance

The building is equipped with a hard-wired fire alarm apparatus. Smoke and heat detectors are located in the common area hallways and in each individual unit. Tampering with any of the unit equipment or common area fire and smoke equipment is a criminal offense and subject to prosecution.

Chart of Responsibilities

What am I responsible for? This *Bylaws* chart provides guidelines only. It may help you understand when responsibility lies with you or the Condominium (i.e. When you should contact the Management Company).

Condominium Trust Responsibility				Owner Responsibility
I. Items	II. Common Areas and Facilities	III. Limited Common Areas and Facilities	IV. Unit Components	V. Unit Components
<i>Plumbing & related systems & components thereof</i>	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to common areas and facilities or units other than the one that is the primary source of the problems, through negligence of the occupants of such unit. Plumbing stoppages occurring on the unit side of the waste stack shall be cleared by the Condominium Trust at the Unit Owner's expense.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur.	All portions within a unit, including fixtures and appliances attached thereto. Water damage to a unit, when the primary source of such problem is through the negligence of the occupants of that unit.
<i>Electrical and related systems & components thereof, excluding appliances, fixtures and lights serving only one unit</i>	All, in all regards. All components on the common area side of the unit service panel (including the main panel circuit breaker), in all respects, except as provided in Column V.	If any, same as in Column II.		All components on the unit side of the unit service panel (including the individual circuit breakers) in all regards, for items serving only one unit, except as provided in Column II. All, in all regards, for bathroom exhaust fans.
<i>Heating and cooling systems and components thereof</i>	All, in all regards, serving more than one unit.	If any, same as in Column II.	All, in all regards, at the Unit Owner's expense.	All, in all regards, at the Unit Owner's expense.
<i>Parking Spaces</i>		All Parking Spaces at the expense of owners of easements for the exclusive use thereof, as set forth in Section (d)III of the Master Deed.		
<i>Windows</i>	All that does not serve a unit, in all respects.	Same as Column IV.		Routine cleaning of interior and glass replacement. Cleaning of exterior.
<i>Doors; Main entry to units</i>			All surfaces exposed to corridor, including door panel, trim, and sill.	Interior of door and interior trim. Hardware set including lock and deadbolt assembly and hinges/closure.
<i>Screen and Screen Doors</i>	All that does not serve a unit, in all respects.			All that serves the unit in all respects. Replacements to be of the same color, grade and style.

Fines

Condominium Fees

All condominium fees are due and payable on or before the 1st of the month. After the 1st, 6% interest above the prime rate will be charged on the balance.³

Violations by Unit Owners and Tenants⁴

Owners in violation of rules cited below will be notified. For every day that the violation persists thereafter, a fine of **\$5.00** is levied per day per violation.

- The Board of Trustees or Management Company will notify the unit owner (and tenant, if applicable) in writing—by certified letter and/or letter under the door.
- The unit owner has **24 hours** to correct the violation after delivery of notification.
- Each day a violation continues after notice shall be considered a separate violation.
- A unit owner is responsible for a tenant's fines.⁵ (Also see Rental Policy.) As such...
- ...the fine will be levied by the Management Company as part of the unit owner's monthly condominium fees (i.e. "Common Expenses"). A unit may not be sold or leased until Common Expenses are paid in full.⁶

³ Condominium Fee or Assessment Past Due. The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a rate equal to six percent (6%) above the 'Prime Rate' which shall mean the rate published by The Wall Street Journal as the base rate on corporate loans at large U.S. money center commercial banks at the time the funds in question are due or advanced (but not more than nineteen percent (19%) per annum), together with all expenses, including attorney fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A and Sections 5 and 5A of Chapter 254, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1, and may be collected by the Trustees pursuant to said statutes. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner that remain unpaid for more than thirty (30) days from the due date thereof, including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1...

⁴ Violations by Unit Owners. (Bylaws) The violation of any rule or regulation adopted by the Trustees, or the breach of any of these Bylaws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit Deed shall give the Trustees the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, or both, the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than five dollars (\$5.00) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing pursuant to Section 34 hereof, to require such Unit Owners to post a bond to secure adherence to said Rules and Regulations, Bylaws, Master Deed, this Trust, or said Unit Deed.

⁵ Unit Owner Accountable for Tenant Fines. All of the expenses of the Trustees in giving notice and notices to quit and maintaining and pursuing summary process actions and any appeals therefrom shall be entirely at the expense of the owner of the affected unit. Such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.

⁶ Paid in Full. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her unit unless and until he or she shall have paid in full to the Trustees all unpaid Common Expenses, theretofore assessed by the Trustees against his or her unit and until he or she shall have satisfied all unpaid liens against such unit. This paragraph shall not apply to any first mortgagee of any unit.

Rules & Regulations

This list summarizes rules and regulations in the *Reservoir Lofts Master Deed, Declaration of Trust, and Bylaws*. Please consult those documents to see a complete description of rules and regulations. As described on the previous page, a fine of **\$5.00** may be levied per day per violation of any of these rules.

I. Trash Removal

- Place trash inside of dumpsters—not outside or on top of dumpsters. If a dumpster is full, use the other one. Garbage overflow will not be collected.
- By law, boxes must be flattened and recycled (bins are in Recycling Room).
- Do not leave **large trash** items outside of dumpsters. These include: mattresses, box springs, TVs, A/C units, carpets, crates, furniture, tires, construction debris, etc.
To get rid of large trash items:
 - donate them;
 - recycle them; or
 - contact the Management Company (617) 924-7500 to dispose of them. There is a \$25 removal fee per item.
- TVs and computers. If they work, donate them (see chart below). If not, call the City of Cambridge at (617) 349-4800 to arrange for pickup.
Harmless while intact, computer and television screens, or “CRTs”, contain about 5lbs of lead and are banned from landfills and incinerators in MA.

2. Recycling

Recycling bins are located in the Recycling Room (at garage entrance) for:

- flattened cardboard boxes
- paper (anything that rips—catalogs, mail, etc.).
- milk, juice, and egg cartons
- plastic, unbroken glass, metal (Rinse first. Remove caps and lids.)

You cannot recycle:

No broken glass, no windows, no light bulbs, no dishes, no glasses, no Pyrex, no foam packaging, no paint cans, no plastic bags or other metal items.

Have a recycling question? Call Cambridge recycling: (617) 349-4800

Donate these:	Small appliances	Large appliances	Furniture	Miscellaneous
<p><u>Solutions at Work</u> (617) 492-0300 Ext. 6 Contact: Boutin Soniq Pick up donations Tuesdays, Wednesdays, Fridays 9:30-4:00 pm, call to make arrangements.</p>	lamps, toasters, irons, microwaves, electric frying pans, electric mixers, blenders, radios, clocks, stereos	refrigerators and freezers (10 years old or newer and working)	bureaus, kitchen tables, chairs	
<p><u>Aid to Incarcerated Mothers</u> (617) 536-0058 434 Massachusetts Ave, 5th Floor #503 Boston, MA 02118 Plan ahead if you may have a sensitive timeline.</p>	lamps	refrigerators, washers and dryers	dressers, desks, kitchen tables and chairs, dining room tables and chairs, beds, mattress sets in usable condition, couches, living room chairs/tables, baby accessories (chairs, cribs, car seats, high chairs)	women's and children's clothing
<p><u>Salvation Army</u> Call (781) 231-0803 between 8am-4pm, Mon-Sat to arrange for pick up; ask for "Donations." Plan ahead if you may have a sensitive timeline. Saugus location does pick ups on Wednesdays in Cambridge. All donations are accepted at the discretion of the driver. Drop off items at 209 Broadway in Saugus off Route 1 south. Hours are Mon 8am-4pm, Tues-Thurs 8am-7pm, Fri/Sat 8am-5pm and Sun 1-5pm. No furniture accepted on Sundays.</p>		washing machines, dryers, refrigerators (7 years old or newer and working)	furniture, mattresses in good condition with box springs. Mattresses must be free from stains, tears or rips.	games, toys and puzzles (must be unopened)
<p>Tecschange—Technology for Social Change (617) 442-4456 83 Highland Street, Roxbury, MA 02119 donations@tecschange.org Please call or email first.</p>	computers (less than 4 years old), 800 MHz range or better, complete, but not necessarily in working order. flat-screen monitors laptops (less than 7 years old)			

Get more ideas here: <http://www.cambridgema.gov/theworks/departments/recycle/donaterecycle.html>

3. Garage Parking

- Passenger vehicles only. Garage interior and spaces may not be used to store furniture, boxes, gasoline, spare tires, or any other objects.⁷
- Hazardous or flammable substances cannot be stored in garage—including privately-owned Storage Closets.
- Spaces are assigned to units. Spaces may only be used by/leased to condominium occupants.⁸
- Parking is not permitted on the garage ramp. An offending vehicle may be removed without notification to the vehicle's owner and at the vehicle owner's expense.
- There is no indoor visitor parking. Unrestricted street parking is currently available.
- Garage door openers should be provided by a seller or landlord. Residents may purchase additional openers from the Management Company.
- A keypad may be used to enter the garage. The Management Company will supply the code upon request.
- Bikes and mopeds may be stored at bicycle racks in the garage. This is the only common area where bikes may be stored. Nothing else may be stored at a bicycle rack and will subject to removal (either disposed of or held for retrieval by Management Company for a limited number of days).

4. Pets (dogs, cats, etc.)⁹

- Do not allow pets to urinate or defecate in the courtyard, landscaping, or lawn. It deteriorates landscaping (at a cost to residents).¹⁰
- Pets in the common areas must be carried or secured on a leash.

⁷ Parking Space. The Interior and Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Interior Parking Spaces shall not be used for storage. No walls shall be built around Interior Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Interior Parking Spaces.

(Bylaws) A Unit Owner shall not place or cause to be placed in the common areas and facilities any furniture, packages or objects of any kind.

⁸ Parking Reassignment. Any unit owner who purchases an easement for the exclusive right to use an Interior Parking Space shall have the right to freely rent, license or lease the Interior Parking Space, but only to a unit owner or occupant in the Condominium.

⁹ Pets. Ordinary domestic pets may be kept by any Unit Owner, but no such pets shall be permitted in any part of the Condominium (other than within the unit or exclusive use area, if applicable, of the owner thereof) unless carried or on a leash. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet that has habitually been guilty of annoying or harassing any Unit Owner or occupant.

¹⁰ Common Area Damage. Any damage to any building, equipment or common areas and facilities caused by a Unit Owner or such Unit Owner's family, visitor, or pet shall be repaired at the expense of the Unit Owner.

5. Noise Levels¹¹

Noise that interferes with the rights, comforts, or conveniences of other residents will not be tolerated. Noise from a unit or common area (courtyard, hallway, stairwell, etc.) is deemed disturbing if it can be heard from within another unit.

6. Hallways & Stairwells

- Do not congregate in hallways and stairwells. Stairs are for getting in and out of the building only.¹²
- Fire doors that separate interior and exterior hallways must be kept closed. (They may not be propped open.)
- Do not decorate or furnish a hallway or stairwell.

7. Grills¹³

Per the City of Cambridge Fire Department, grills are only permitted on ground-level patios.

The Fire Department does not allow the use of hibachis, grills, etc. on porches, balconies, or roofs. The use of grills, hibachis, etc. is allowed if used only for cooking purposes and must be kept outdoors at ground level away from any combustibles.

Source: <http://www.cambridgema.gov/CFD/PRgrills.cfm>

If there is a fire, the Board may be held accountable for damage. The condominium's insurance premium may increase. It's a community (not an individual) risk.

8. Patios & Balconies¹⁴

Residents with direct access to patios and balconies have exclusive rights to those areas. However, use is subject to common area rules and regulations.

- Customary furniture and plants may be placed on patios and balconies.
- Pets may not urinate/defecate in exclusive-use areas (landscaping and patios).
- Balcony railings may not be removed.
- Nothing may be attached to exterior walls (including satellite dishes, awnings, etc.)¹⁵
- Nothing may be hung from a unit window or balcony (including clothes, sheets, blankets, laundry or other articles).

¹¹ Noise. No noxious or unlawful activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, that may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. For purposes of this Section, any noise from within a unit that can be heard within another unit shall be deemed a disturbing noise.

¹² Stairwells. The stairways shall be used for no purpose other than for normal transit through them.

¹³ Nothing shall be done or kept in any unit or in the common areas and facilities that will increase the rate of insurance on the buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

¹⁴ Patio and Balcony. Unit owners whose units have direct access to a balcony may place ordinary items of furniture, carpets and plants on such balcony, provided that no balcony shall be overloaded and that all such furniture, carpets and plants shall be entirely contained within the balcony. Balconies shall not be enclosed. Unit Owners whose units have direct access to a balcony shall maintain the balcony (except for the structure thereof, the maintenance of which is the responsibility of the Condominium Trust) in a neat and orderly condition.

¹⁵ Installation on Building Exterior. Under no circumstances shall any air-conditioning apparatus, television or radio antennas, clothes line, clothes rack or any other such device, or other items, be installed on the exterior of any unit, or on the common areas and facilities or be permitted to be hung out of a unit.

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- No tile, carpet, or other floor coverings may be installed on a balcony without prior consent of the Trustees as some materials might permanently damage the balcony.
 - Residents must remove snow from balconies.

9. Courtyard

- Do not leave personal belongings unattended (baby carriages, toys, playpens, bicycles, etc.) in the common areas.
- Do not remove or alter any structures in the common areas.
- Bicycles may not be locked to a courtyard structure. They may be stored in the garage (to which keypad access is available).

10. Mailroom

- Delivery companies (UPS/FedEx) can access the mailroom using the combination lock. The Management Company will supply the code upon request.
- A bulletin board is available for resident announcements.

Renting: Policies & Procedures

It is the unit owner's responsibility to provide tenants with copies of the *Reservoir Lofts Master Deed*, *Declaration of Trust*, and *Bylaws*. If there is a discrepancy between the lease and those documents, the *Reservoir Lofts Master Deed*, *Declaration of Trust*, and *Bylaws* will take precedence.

These policies pertain to renting out units.

The Lease

- Units may be used for residential purposes only by no more than:
 - one family unit
 - nor more than 2 unrelated persons per bedroom
- A lease may not be shorter than 6 months.
- A new lease and/or lease renewal must be approved by the Board prior to executing the lease agreement.
- A copy of the signed lease must be sent to the Board.¹⁶
- Per Bylaws, the lease must contain this language in ALL CAPS, double-spaced:

IMPORTANT CLAUSE:

“THE APARTMENT UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO

¹⁶ Lease Procedure (Bylaws) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution. The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.

AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT].”¹⁷

¹⁷ Renters’ Failure to Comply (Bylaws)

Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement). In the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant. All rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) are deemed at all times to be cumulative and not exclusive as follows:

- (a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees or by delivering said notice in hand or by delivering said notice in any other manner permitted by law.
- (b) If the default continues for five (5) days after giving said notice, then the Trustees shall have the right to levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the Bylaws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days’ notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 in the name of the landlord or in the name of the Trustees, or both.
- (c) The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions. The Trustee’s may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default... (cont’d in Bylaws).