



The Pavilion at Cambridge Condominium Association
Rules and Regulations Handbook
for Unit Owners and Residents

Revised January 2017

*IMPORTANT – Keep Handy as this is your guide to living at
The Pavilion at Cambridge Condominiums*

Table of Contents

INTRODUCTION	3
SECTION 1. MONTHLY COMMON AREA CHARGES & LATE FEES POLICY	4
SECTION 2. FINES	4
SECTION 3. COMMON AREAS, LIMITED COMMON AREAS AND EXCLUSIVE-USE AREAS	5
A. LIMITATIONS ON PERSONAL PROPERTY	5
B. NON SMOKING COMMUNITY	5
C. PRIVATE GATHERINGS RESTRICTIONS	5
D. QUIET HOURS	6
E. PERSONAL EXERCISE EQUIPMENT	6
F. SAFETY AND BICYCLES	6
SECTION 4. PATIOS, BALCONIES AND TERRACES- (EXCLUSIVE USE AREAS).....	6
SECTION 5. UNIT OWNER RESPONSIBILITY TO FELLOW UNIT OWNERS	7
SECTION 6. MOVE-INS, MOVE-OUTS AND DELIVERIES	8
SECTION 7. CONSTRUCTION/RENOVATION PROJECTS IN UNITS	9
SECTION 8. ITEMS DROPPED DOWN ELEVATOR SHAFT	10
SECTION 9. OUTDOOR PARKING SPACES/GARAGE	10
SECTION 10. HEATING AND HOT WATER.....	11
SECTION 11. STAFF.....	12
SECTION 12. STORAGE AREAS/BINS.....	12
SECTION 13. TRASH AND RECYCLING	12
SECTION 14. UNIT ACCESS.....	13
SECTION 15. SAFETY AND SECURITY.....	13
SECTION 16. WINDOWS AND WINDOW DRESSING	14
SECTION 17. PETS.....	14
SECTION 18. POOL RULES.....	14
SECTION 19. CLOTHES WASHER/DRYER HOSES AND SHUTOFF	14
SECTION 20. INSURANCE REQUIREMENTS AND MASTER POLICY INFORMATION.....	15
SECTION 21. USE OF MECHANICAL & ELECTRICAL SYSTEMS.....	15
AMENDMENTS TO THE RULES AND REGULATIONS	16
UNIT OWNER MAINTENANCE RESOLUTION	16
UNIT OWNER MOLD INSPECTION RESOLUTION	19
INSURANCE RESOLUTION	21
APPENDICES	26
APPENDIX A MOVE APPLICATION	26
APPENDIX B PET REGISTRATION	28
APPENDIX C IN UNIT CONSTRUCTION POLICY.....	30
APPENDIX D CONDITION AND AGREEMENT FORM (CONSTRUCTION/RENOVATION)	32
APPENDIX E USEFUL CONTACT NUMBERS AND LOCAL UTILITIES	36
APPENDIX F RESIDENT INFORMATION FORM.....	37

The Pavilion at Cambridge Condominium Association Rules and Regulations Handbook For Owners and Residents

Introduction

Revised January 2017

Dear Fellow Unit Owner and Resident of The Pavilion at Cambridge Condominium (The Pavilion):

As the Managing Board for The Pavilion, the board has the authority under the By-laws Article II Section 2. Power and Duties to include, but not be limited to paragraph (e) The Adoption and amendment of rules and regulations covering the details of the operations and use of the Property. With this in mind, we want you to understand this handbook has been compiled to familiarize all residents with The Pavilion at Cambridge Condominium Association's policies in order to maintain the highest possible quality of living for everyone residing at The Pavilion. It is only with the cooperation of us all that this goal can be achieved!

We also believe that in most instances, common courtesy, respect for your neighbor, and good judgment will make living at The Pavilion enjoyable for all.

Sincerely,
Board of Managers

Editor's note: The text to follow defines the four types of residences at and/or owning at the Pavilion. They are as follows:

- 1. RESIDENT***-Anyone residing at The Pavilion - Renters, Tenants or Owners.
- 2. UNIT OWNER***-The person(s) or entity that legally owns a unit at The Pavilion.
- 3. NON-RESIDENT OWNER*** - The person(s) or entity who legally owns the unit but does not reside at The Pavilion.
- 4. TENANT*** - A person who is renting a unit.

Section 1. Monthly Common Area Charges & Late Fees Policy

The cost to operate and maintain the Condominium is paid monthly by each and every Unit Owner according to his/her percentage beneficial interest in the Condominium as set forth in the Master Deed. The Condominium Trust is a non-profit organization that depends upon fee income to exist. **Payments for a particular month are due on the first of each and must be made on or before the 15th of that month!** To assure proper credit to your account, be certain that your name and unit number accompany your payment.

The Board of Managers of The Pavilion at Cambridge Condominium Trust established the following late fee policy pursuant to Article V, Operation of the Condominium of the By-Laws, Sections 6 and 7:

Any account that has a balance greater than one month's Common Area fees including temporary fee increases, assessments after the 15th of the month, will be assessed a \$25.00 late fee and for each reoccurring month that the account is greater than one month's common area fee.

Any Unit Owner who has not paid their Common Area Fee for **60 days** or has a balance greater than **two months** fees posted will be turned over to an attorney for collection. In addition to the amount overdue, the Unit Owner will also be responsible for attorney fees and any other costs associated with the collection process, and shall constitute a lien against the unit, pursuant to Article V, Section 7 of the By-laws of The Pavilion at Cambridge Condominium and Massachusetts General Law, Chapter 183A, Section 6.

Section 2. Fines

The Managing Board, as previously stated, will enforce obligations of the Unit Owners in accordance with Section 11 Paragraph D of the By-laws and levy fines against the Unit Owners for violation of the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations governing the association.

Each day a violation continues shall be considered a **separate** violation. The Managers may levy daily fines for each day the violation continues in the amount equal to that of a first offense without further notice. Violations that cause harm to people or property shall be subject to such additional fines in amounts as the Managers, in their discretion, may determine. Collection of fines may be enforced against the Unit Owner(s) involved, as if the fines were common charges owed by the particular Unit Owner(s). In the case of persistent violation of the rules and regulations by a Unit Owner, the Managers shall have the power to require the Unit Owner to post a bond to secure adherence to the rules and regulations.

Fines will be levied as follows:

1st Offense - Warning Notice and/or fine of \$100.00

2nd Offense - Fine of \$200.00 for the same violation and \$100.00 for each day the violation continues.

3rd Offense - Fine of \$300.00 for the same violation and \$100.00 for each day the violation continues as well as possible legal action if deemed necessary.

Section 3. Common Areas, Limited Common Areas and Exclusive-Use Areas

In accordance with Section 11. paragraph (d) Restrictions on Use of Units and Common Areas...of the By-laws "The Use of any deck, patio, or terrace which a unit owner is entitled to use on an exclusive basis shall be subject to such reasonable rules and regulations as may be established by the Managing Board".

a. Limitations on Personal Property

By-Law Section 14. Use of Common areas and Facilities states the following:

"A unit owner shall not place or cause to be placed in the stairways or other Common Areas or Facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry passages, stairways, corridors, and halls, shall be used for no purpose other than for normal transit through them."

Therefore, in keeping with Section 14 of the By-laws, no personal property such as doormats, bicycles of any size, baby carriages, footwear, umbrellas, shopping carts or ornaments of any kind are to be placed in the common areas with the exception of seasonal decorations that hang exclusively from a unit's door protruding no more than 6 inches from the face of the door, subject to be removed at any time at the board's request.

b. Non Smoking Community

The Pavilion is a non-smoking community with the exception of your unit. No smoking of any kind is allowed anywhere on the Pavilion property including but not limited to in the common areas of the two buildings, including hallways, lobby, elevators, exercise room, lobby restroom, garage, pool area, front and back entrances as well as all side entrances of both buildings as well as the courtyard adjacent to the pool. Furthermore, we remind all Residents, Unit Owners and Non Unit Owners that under Section 11, Paragraph (c) of the Master Deed and Section 11, Paragraph (b) of the By-laws for the association that smoke and smoke odors emanating into the common areas or other units is a fineable offense. Any expenses related to cleaning, sanitizing areas affected by the smoke and smoke odors will be assessed to the offending Unit/Unit Owner(s). All measures should be taken to eliminate smoke and smoke odors from emanating into the common areas or other units including the purchasing and installation of portable air cleaners and sealing – weather stripping of all doors and windows within the unit and avoid smoking out on decks, balconies, patios and terraces as the smoke and smoke odors will travel to the units adjacent above and below. We also ask that you remind your guests and service providers that The Pavilion is a non-smoking community.

c. Private Gatherings Restrictions

Private gatherings must not spill out into the common areas outside an individual unit to avoid violating the right to quiet enjoyment of fellow residents. Quiet hours are from 9:00 PM through to 8:00 AM, seven days a week. The common areas are defined as the common hallways, lobbies, pool and patio area, parking lots, garage, including all decks, balconies, patios and terraces that are the exclusive use of an individual Unit Owner.

d. Quiet hours

The Pavilion maintains quiet hours are from 9:00 PM through to 8:00 AM, seven days a week. Unit owners should be aware of excessive noise from their units, i.e. Television, radio, music, musical instruments, and make the necessary adjustments so that excessive noise doesn't infiltrate abutting units.

e. Personal Exercise Equipment

The exercise room is an amenity for the community. We must insist that no personal exercise equipment or personal items of any kind be stored in the exercise room. The association is not and will not be responsible for any personal exercise equipment or personal items left in the exercise room and therefore will discard any personal items including exercise equipment not purchased by the association without further notice.

f. Safety and bicycles

We remind all parents, grandparents and caregivers that the common areas are not a substitute for a playground and therefore must insist that you do not allow children to play in the common areas. We also ask that you do not allow children on your exclusive use areas such as patios, decks, balconies and terraces unsupervised for safety reasons. In addition, the riding of tricycles, bicycles, skateboards, rollerblades, big wheels, scooters and the like are not allowed in any of the common areas including during the transporting of the equipment in and out of the premises. All bicycles must be brought in through the garage, and absolutely no bicycles can be brought through front or side entrances with the exception of 599 building where you are allowed to use back entrance only for carrying your bicycle in or out the building. Bicycles may only be stored in your unit or the garage bike room at 170 building.

Section 4. Patios, Balconies and Terraces- (Exclusive Use Areas)

In order to maintain the use of the patios, balconies and terraces for which these exclusive use areas were intended under the Master Deed Section 11, Paragraph (h), no items of any type including cloth-like material be draped over, or hung from the balconies, deck, patios or terraces or laid on the floors of these areas. Patios, balconies, decks and terraces are not to be used for storage or placing of non-seasonal items that are not approved by the Managing Board. No affixing, hanging or attaching of any items to the buildings, balconies, balcony railings, decks, deck railings, patios, patio enclosures or terraces and terrace enclosures. By attaching or affixing items to the structure in any way compromises the integrity of the structure and under the Section 10 of the By-laws surrounding Maintenance and Repair, Unit Owners will be responsible for all damages his/her failure to comply cause, result in or from.

Furthermore, no resident, Unit Owner or service provider may alter any patio, patio enclosure, balcony, balcony enclosure (rail), deck, deck rail or enclosure, terrace or terrace enclosure without the express written authorization and approval of the proposed alteration by the Managing Board of The Pavilion at Cambridge. A written detailed request must be submitted to the managing agent at which time the managing agent will work with the Unit Owner only to obtaining the necessary supporting documents and drawings before submitting to the Managing Board for review. The Unit Owner will pay for any and all expenses related to the review process. The Managing Board makes no commitment to approving requests received.

Unit Owners are reminded that local applicable fire codes prohibit the use of any type of gas, charcoal, open flame type of grill or any other cooking device on patios, balconies, terraces or in any common area. Use of the items also constitute a nuisance and safety issue that interferes with the rights of fellow Unit Owners and residents to enjoy their homes and exclusive use areas due to smoke and cooking odors. Unit Owners, residents or service providers found to be storing or using grills or cooking devices of any kind on patios, balconies, terraces or in any common area will be subject to an immediate fine for use and a fine for storage as well as a daily fine until evidence that the grill or cooking device has disposed of or removed from the premises.

As a general reminder, in the event the activities inside your unit cause or create smoke, such as burning toast, DO NOT open your unit door to ventilate your unit. Open a window and turn on your range/stove top hood fan. If there is a fire, leave the unit, close the door behind you and pull the nearest fire alarm.

Section 5. Unit Owner Responsibility to Fellow Unit Owners

Fellow Unit Owner, as well as Residents, are responsible for their own personal safety, actions, conduct and that of family, guests, roommates, agents, servants, employees, invitees, licensees, and lessees not only within your own unit(s)/exclusive use areas, but also within the common areas. As a fellow Unit Owner/Resident, you should not allow nor tolerate activity or behavior to take place that will be an annoyance, cause any offensive noise, odor or fumes or any hazard to health as is so stated in the Master Deed, Paragraph (c) of Section 11. Nor should you allow or cause damage to common areas or other units as by doing so causes unnecessary expenses to be incurred by the association.

In addition, Non-resident Unit Owners are required under the Master Deed, Section 11. Purpose and Restrictions on Use. Paragraph (f) subparagraph 3 to include a provision within the written leasing document requiring your tenant(s) to abide and comply with the governing documents.

“I.e.: Failure to comply with the governing documents will be deemed as violating the terms of the written tenancy and subject to immediate termination under the terms of the written tenancy.”

The Managing Board reserves the right under the above stated section of the Master Deed to request a termination of any lease that the terms are violated. Please keep in mind, Unit Owners will also be held personally and financially responsible for any violations committed by your tenants including all fines and expenses. Remain in constant contact with your tenants to ensure compliance and avoid issues. The tenants are your responsibility and not that of the Managing Board or Management.

Section 6. Move-Ins, Move-Outs and Deliveries

As a unit owner, you are responsible for coordinating moves in or out of your unit. The process of moving in or out of the buildings requires planning and scheduling, as it creates potential damage and affects the ability of all to safely enter and exit the premises. In order to minimize the impact of moving into or moving out of The Pavilion buildings, the following moving policies and procedures are to be followed:

- a. For Move-Ins or Move-Outs, Appendix A is an Move/Elevator Reservation Form (a/k/a the move or delivery form) that must be completed and submit to Management, Thayer & Associates, Inc., via facsimile 617-354-7854 or email moreinfo@thayerassociates.com at least 7 days in advance of the required reservation move date, subject to availability on a first come first serve basis.
- b. Move in administrative and registration fees will be automatically billed to the unit owner in the amount of \$200 regardless of whether an elevator is required.
- c. A copy of the movers or delivery companies Certificate of Insurance, listing The Pavilion at Cambridge Condominium as the certificate holder, must be submitted to the Management Office at least 48 hours prior to your move. As always, it is strongly recommended that you only use insured professional movers. Damages resulting to the common areas of the building will be charged back to the Owner of the Unit.
- d. Anyone who doesn't comply with the required move in and move out regulations including hours' restriction will have a \$300 fine assessed to the unit owner.
- e. A move monitor may be assigned to monitor the progress of the move or delivery. Move hours are 8:00 am – 5:00 pm, Monday through Friday and moves will not be allowed to begin after 3:00 PM. As per the condominium documents, no moves will be permitted on weekends, any federal holiday or outside of standard move hours without the specific written authorization of the Board of Managers. Please plan accordingly.
- f. For deliveries, notification and a Move/Elevator Reservation Form has to be submitted to Management, Thayer & Associates, Inc., via facsimile 617-354-7854 or email moreinfo@thayerassociates.com at least 3 days in advance of the required delivery date, subject to availability. Failure to notify Management, Thayer & Associates of deliveries will result in a fine.
- g. Cable, Telephone or Utility Service Calls: Should access to utility closets for services such as cable, telephone installation or utility readings be required, you must notify management in writing at least 24 hours in advance. Access is generally granted between the hours of 7AM to 3 PM on Monday thru Friday so please plan accordingly to avoid your being charged for overtime for the staff to grant your service provider access before 7 AM or after 3 PM.

Section 7. Construction/Renovation Projects in Units

By-Law Section 13. Additions, Alterations or Improvements by Unit Owners strictly prohibits unit owners from making any changes or improvements of a structural nature within their respective units or exclusive use areas, (balconies, decks, patios or terraces) or to the exterior of the premises without seeking the express approval of the Managing Board and, first mortgagees and or local government entities. To facilitate the approval process, the board has instituted In-Unit Construction and Condition and Agreement Forms, **Appendices C and D** that must be completed, signed and returned with the required deposits, fees and documentation required in order for Unit Owners to proceed with the work.

In addition, the Managing Board reserves the right under Section 13 to seek reimbursement for any expenses incurred in reviewing the documents submitted including, but not limited to counsel, architects, engineers or other professionals as necessary.

Furthermore, the Unit Owner will be charged a rate of \$75.00 per hour for the Property Manager's time spent coordinating and assisting with the approval and tracking of documentation of the renovation. This will include time spent communicating with the Unit Owner's contractors/service providers as well as all communications with the Managing Board. Management will bill monthly for any time spent with a breakdown of how the billed time was calculated.

Unit Owners, who have received such approval to perform the work described in drawings, will make sure updated licenses, certificates of insurance naming the association The Pavilion at Cambridge as the additional insured as well as the Unit Owner's name, and Thayer & Associates as the certificate holder are submitted. In addition, Unit Owners would have also informed their neighbors in writing of their intentions to perform work in their units so that neighboring residents can plan their day accordingly to avoid noise or disruption of services. Unit Owners are required to meet, provide access and ensure that the contractors remain compliant with the governing documents of the association. Failure to control or coordinate the project directly will result in the project being stopped and contractors being asked to leave the premises or be denied access until the project is managed in compliance with the guidelines set forth under this section, **Appendices C and D** and the governing documents.

Work hours are limited to 8 AM and 5 PM, Monday through Friday, all work to be completed by 5PM. Any Saturday or Sunday work is only by authorization from the Managing Board. Contractors must be off the property at 5 PM.

All construction material must enter and leave through the garage, not the lobby. Under no circumstances is any construction trash, debris or material whatsoever is to be placed, deposited, and stored in any trash receptacle, dumpster or on a portion of the property of The Pavilion at Cambridge. Failure to comply with the construction trash, debris or material removal will result in immediate fines to the Unit Owner, banning of the contractor from the premises and we will pursue any and all legal remedies including assessing the fees associated with the removal and disposal of the construction trash, debris or material.

Section 8. Items Dropped Down Elevator Shaft

Unit Owners are financially responsible for the costs involved with the retrieval of items that drop down the elevator shaft. The only person that may legally enter the shaft is an elevator technician. Therefore, it is suggested that Unit Owners exercise caution holding keys, mail, etc. when entering and exiting in and out of the elevator.

Section 9. Outdoor Parking Spaces/Garage

Parking spaces are considered "Common Area for the Exclusive Use of Unit Owners (or their tenants)" as is further described in the Master Deed Section 8. Paragraph (a). Whereby if you were assigned parking at the time of sale or by a separate document that was recorded with the registry of deeds, this means that you have exclusive rights to use and re-assign the parking spaces assigned to you. Please be sure to notify the Managing Board through the management company of the assignment to avoid mis-identifying your correct parking space.

The parking spaces are only for one legally registered and insured motor vehicle or motorcycle. Due to the space constraints, large vehicles and commercial vehicles are discouraged. No other items are to be placed or stored in any parking space. Items found or stored will be discarded without further notice and a fine may be issued as well as any costs or expenses associated with the removal and disposal of the items.

Residents must take care to park squarely within the lines of the assigned parking space so as to not encroach into neighboring spots. No vehicle may extend beyond the width or length of the lines that define the parking space. Vehicles found in violation of over extending may be towed at the expense of the owner of the vehicle. Fines and further action by the Managing Board will be on a case-by-case basis.

Any designated parking spots designated for Thayer official business are off limits for residents, owners and/or guests parking unless express written authorization is given by Thayer. Unauthorized vehicles in these spaces are subject to fines and tow at the owner's expense.

The Pavilion at Cambridge does not have guest or visitor parking and strictly enforces the NO PARKING Rule. No Unit Owner, renter, guest, visitor, lessee, or service provider may use another unit's assigned space without authorization from the Unit Owner of the assigned space. Non-Resident vehicles parked on the property or in a non-parking zone, will be towed at the vehicle owner's expense and fines may be issued against the Unit Owner that was visited by the offender(s). The Managing Board also reserves the right to banish the offending party from the premises.

If you find someone parked in your space, you may call Phil's Towing (617-547-0680) to have the car removed at the vehicle owner's expense.

We strongly recommend that you advise your guests, visitors, lessees or service providers not to leave their vehicle unattended or parked outside of a parking space, in the garage or in front of the garage elevators to avoid parking issues, violations or being towed. You can obtain from the City of Cambridge Parking Service a "Visitor's Pass" for a fee that will allow visitors to park in the vicinity of The Pavilion at Cambridge Condominium.

The speed limit in the garage is 5 miles per hour, at all times. All unit owners, residents, and their guests (using the Garage to park in their designated spaces), need to be mindful of the specific height restrictions when entering the Garage. Exceeding the posted height restrictions while driving oversized vehicles (or roof attachments to their vehicles); will result in damage not only to the Garage door/entrance but also the overhead sprinkler heads and system. Any damages resulting in the aforementioned negligence will result in direct fines and damage reimbursement, by the unit owner(s) directly responsible either by their own negligence or that of their renters(s) and/or guests.

Section 10. Heating and Hot Water

Heat is supplied by individual, water loop heat pumps located in each unit. The maintenance and replacement of the heat pump is the responsibility of each individual Unit Owner. The Condominium Association is responsible for providing the correct water temperature for the heat pumps.

In addition and in accordance with Section 6, the hot water heater and any connections or appurtenances adjacent to the unit, serving said unit shall be repaired or replaced at the expense of the Unit Owner. Therefore, to minimize expenses to you, in the event you experience a lack of hot water, please first try to check the thermometer next to the elevators in the garage. If the temperature is between 60 and 95 degrees, the problem in all probability is within your heat pump.

However, if the temperature is outside those limits, please call the Management Company at (617-225-0405) immediately. Should you need assistance selecting a service provider to maintenance or repair your heat pump or hot water heater, management can provide you with names of companies that are not only experienced, licensed and insured but also familiar with the mechanics at The Pavilion.

To prevent issues with your heat pump or hot water heater, we recommended that you have your heat pump serviced once a year by a qualified heat pump technician. Filters should be changed quarterly and can easily be done by you the Unit Owner. Unit Owners can contact maintenance for guidance in how to change the filters. The filters can be purchased at most hardware stores.

To prevent your pipes from freezing during the winter months and causing wide spread damage, we request that you leave your heat on at a setting of 62 degrees especially when you are away from home for any extended period of time.

Section 11. Staff

The Pavilion staff members are responsible for servicing the common areas and for problems in individual units caused by common area systems. They are not responsible for performing unit-specific repairs. Should there be a common area system that caused damage to your unit; you must first notify your individual homeowner's insurance carrier.

For emergencies and problems originating in the common areas, such as a leak from the roof, staff is authorized to provide assistance and should be called upon to do so. However if the emergency is not related to common area elements, you may be billed for the service call.

Section 12. Storage Areas/Bins

Storage bins are also considered "Common Area for the Exclusive Use" of Unit Owners or their tenants. Storage bins were assigned at the time of closing and the use of the storage bins are at your own risk. Items left outside a bin will be removed and discarded. Similarly, any resident who uses a bin not assigned to them risks having their contents removed and discarded by the assigned bin owner. Storage bins must remain locked at all times. No hazardous material, i.e. paint thinner and/or anything that may cause dangerous fumes, is to be stored in the storage bin or anywhere on the premises. If your storage bin requires maintenance, please contact the Management Company 617-225-0405.

You can also switch and/or assign your rights to your bin to any other Unit Owner. If you assign your bin to another owner, you must inform the Board of Managers in writing through the Management Company which maintains the records.

Section 13. Trash and Recycling

All trash should be tightly sealed in **specifically designed small or medium trash disposal bags**, and placed down the trash chutes located in the trash rooms on every floor. **Do Not** put **ANY** boxes, wire hangers, kitty litter, animal waste, hazardous waste, chemicals, paint or food waste down the trash chute! These objects clog the chute and damage trash compactor, resulting in a trash backup, and attract pests. These items, along with large discards that have to be broken down, i.e. cardboard boxes, should be brought directly to the parking lot dumpster.

Trash must never be left on the floor in the trash rooms as by doing so attracts rodents and bugs. Anyone doing so will be fined.

The Pavilion participates in the Cambridge Recycling Program. The plastic recycle containers, blue totes are located in the parking garage at 170 Gore Street and the recycling area at 599 Cambridge Street. Complete recycling details are located at these sites; however, as a general reminder all boxes must be broken down so as to be flat!

Large appliances and large furniture items must **never** be placed in the trash or recycling areas. It is the individual resident's responsibility to have large items, including small or large household appliances, televisions, computers, monitors and offsite electronics disposed of, off-site at their expense.

When in doubt, check with the City of Cambridge through their website www.cityofcambridge.org or by telephone at 617-349-4000. Violators will be subject to a fine and all expenses related to the removal and disposal of any of these items. When buying an appliance, be sure to inquire about the removal of your old appliance or electronic equipment.

Section 14. Unit Access

In the event of an emergency, the Condominium Association has the right under Section 15 of the By-laws to gain entry to your unit for the purpose of correcting any condition in the unit that threatens another unit(s) or the common area(s). A locked key box is located in the Maintenance Manager's office where you should leave keys to your unit with the Maintenance Manager. If you should re-key your lock(s), a copy should be left with the Maintenance Manager within three days of the change. Except in an emergency, no person should enter your unit without your permission. If an emergency should arise in your unit and the association does not have your key(s) for access, you will be financially responsible for all costs incurred by the Condominium Association to access, and then secure your unit, including costs of police/fire emergency personnel.

Section 15. Safety and Security

The safety of the community is a high priority for the Managing Board and Management. **Everyone's** cooperation is crucial to assuring the safety and security of everyone at The Pavilion. **NEVER** allow anyone entrance into the building that you do not know and **NEVER** press the "release" button in your unit for the front door before first asking who is there, and confirming that you know them.

If you see any suspicious person/activity anywhere on the property, immediately call 911, and then call the Management Company 617-225-0405. Do not call a Board Member!

Should you discover a common door that is not closing or locking properly, immediately call the Management Company and **Never** leave any door propped open and/or unattended. After a delivery is made, make certain the delivery personnel have closed the door and it is locked. If you find a door propped open, close it immediately!

An "**Open House**" arrangement, which allows prospective buyers to freely come and go, is not allowed. This poses a serious safety risk to all residents of The Pavilion. Persons may read the notice of an "Open House" in the newspaper, and once obtaining access inside either building, are free to do other than view a unit. To have an "Open House," the unit owner has the responsibility to inform the realtor that two of their agents must be present. A realtor, once given access into either building, must always accompany prospective buyers. One agent is to be within the unit itself, and, another agent is to be stationed within the main lobby in order to escort prospective buyers to the unit, and then back out the door. Once again, outside doors cannot be propped open. Prospective buyers must NOT be buzzed into the building. Signs advertising the "Open House" are not permitted either inside or outside the two buildings or anywhere on the premises. Signs that are found will be discarded immediately and the realtors will be asked to leave the property. In addition, Unit Owners may be fined for failing to comply with the rules and regulations surrounding Open Houses. The Managing Board may also ban the realtor(s) and their agency from the premises if they do not leave when asked to do so.

Section 16. Windows and Window Dressing

The property value and the appearance of the building are greatly diminished by inappropriate window dressings. Hanging of sheets or blankets in windows is prohibited. Restrict the number of items piled on the windowsills that present a disheveled appearance from outside. Units with window dressings, deemed inappropriate by the Board of Managers, will be asked to remedy the issue and if not resolved within three days will be subject to fines.

Section 17. Pets

In accordance with Section 11, Paragraph (g), pets are permitted in units at the Pavilion only upon the written consent of the Managing Board and once approved must register the pet with the management company. For your convenience, a copy of the form is included in this handbook, **Appendix B**.

Section 11 further provides that should the pet be causing or creating a nuisance or unreasonable disturbance or noise, the pet will be permanently removed from the property upon three days written notice from the Managing Board.

Unit Owners are financially liable and fully responsible, for the actions of their pets as well as any expense incurred by the Condominium Association to clean or repair damage caused by pets. Pets must always be on a leash and under the owner(s) control when on the property specifically when traversing through the common areas. Pets must be taken off the property for exercise and "bathroom breaks". In case of accidents, Unit Owners **MUST** remove their pet's waste from the property or incur fines.

Health regulations prohibit pets in the pool area.

Section 18. Pool Rules

General rules for the pool are posted and must be observed by all. Please be considerate of your neighbors at the pool and those that have units that face the pool, as it relates to noises, guests, and pool furniture. No one is allowed to sit on the pool steps. No children, under age 16, are allowed in the pool area unaccompanied by an adult. Never leave your personal pool items in the pool area after you leave or they will be discarded. No pets, glass items or outdoor grills are allowed in the pool area. No smoking in the pool area. Offending Unit Owners will be subject to a fine. Observe the times designated for the use of the pool. No more than four guests per unit owner allowed in the pool area, subject to availability. Be courteous to your neighbors. Note that the pool's capacity is twelve people. No diapers are allowed in pool.

Section 19. Clothes Washer/Dryer Hoses and Shutoff

In order to prevent flooding to other units and damage to common areas, all hoses connecting to individual washer/dryers **MUST** be metal braided hoses – non-burst hoses and connect to a single handle shutoff. This shutoff must always be in the "OFF" position when the appliance is not being used! Your dryer must never be vented to the overhead fan/vent in your laundry closet because the building ventilation system was not designed for dryer venting.

Section 20. Insurance Requirements and Master Policy Information

Nothing shall be done or kept in any unit or common areas that will increase the rate of hazard or liability insurance on the buildings of the Condominium. No Unit Owner shall permit anything to be done or kept in their unit or common areas that will result in the cancellation of insurance on the building or the contents thereof, or which would be in **violation** of any law. Each Unit Owner is responsible for acquiring their own individual HO-6, Homeowner's Policy covering personal belongings such as furniture, jewelry and other insurable items of the Unit Owner or unit's tenants. Make sure your homeowner's policy covers up to the deductible of the association's policy.

Unit Owners should check with your insurance agent at least annually to make sure that their Unit-Owners Policy (HO-6) provides adequate coverage to meet these deductible obligations.

Unit Owners should make Tenants aware of having to take out their own insurance to cover personal belongings.

Please be advised that on September 1st of each year, the master insurance policy renews for another 12 months. You are reminded that the master policy provides property coverage for all **permanently** installed fixtures, improvements and betterments within your unit against covered causes of loss, whether those items are originals or replacements, but NOT personal items such as furniture, clothing, jewelry or dishes etc. Unit Owners should therefore report to the Managing Board any improvements so that the Managing Board can obtain the necessary additional insurance coverage as required by Section 2. Casualty Insurance of the By-laws.

If you have any questions concerning The Pavilion Master Insurance Policy, deductible, etc., contact the Management Company and/or Rodman Insurance at 781-247-7800. In addition, be sure to read the insurance resolution provided here in.

Should you lender require a Certificate of Insurance; please contact at Rodman Insurance at 781-247-7800 x-809. You can also obtain a certificate by visiting their website at www.rodmanins.com, click on the certificate section and create your own.

Section 21. Use of Mechanical & Electrical Systems

The Managers may charge to Unit Owners the repair or replacement costs for any damage caused, through misuse or negligence, by the unit owners or their tenants, guests, or agents to the mechanical or electrical systems of the Condominium Association.

Amendments to the Rules and Regulations

Unit Owner Maintenance Resolution

Effective as of 3/22/11

The undersigned, being a majority of the Managing Board of the Pavilion at Cambridge Condominium Association, (the "Board") under those By-Laws, which are schedule D of the Master Deed of The Pavilion at Cambridge Condominium, which Master Deed is recorded with the Middlesex South District Registry of Deeds in Book 19144, Page 458, as amended, which Association is the organization of unit owners of The Pavilion at Cambridge Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article II, Section 2 of the By-Laws :

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 10 of the By-Laws which provides inter alia:

"All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and Facilities contained therein), shall be made by the owner of such unit."

WHEREAS, the Board is responsible to maintain and repair the Common Areas and Facilities pursuant to Article V, Section 10 of the By-Laws that provide inter alia:

"All maintenance repairs and replacements to the Common Areas and Facilities, whether located inside or outside of the units, shall be made by the Managing Board..."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

WHEREAS, there is a need to establish both orderly and uniform procedures to address inspecting and testing for the presence of mold within the Units and Common Areas and Facilities for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.

2. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters, if any, prior to the end of the warranty period;
- (vii) use flood check brand hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Where any Unit Owner suspects the presence of mold within the Unit the following procedure shall apply to testing for mold within in the Unit:

- (i) Upon the written request of the Unit Owner the Board shall arrange for the testing for mold within the Unit, which test shall be performed by a mold testing consultant of the Board's choice.
 - (a) If the mold test results are negative, so no mold remediation is required, the Unit Owner requesting the mold test shall be assessed the cost of the mold test.

- (b) If the mold test results are positive, so mold remediation is required, and the source of the mold is directly related to a condition in the common areas or facilities, then the Association shall pay the cost incurred to perform the mold test.
- (c) The Board shall not be liable for the cost incurred, and shall not reimburse the Owner, for mold testing performed in any Unit or to any Common Area and Facility, which test is arranged by the Unit Owner regardless of the results of any mold test performed.

7. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and Article V, Section 15 of the By-Laws.

8. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the By-Laws or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Association, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

9. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

10. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

Unit Owner Mold Inspection Resolution
Effective as of 3/22/11

The undersigned, being a majority of the Managing Board of the Pavilion at Cambridge Condominium Association, (the “Board”) under those By-Laws, which are schedule D of the Master Deed of The Pavilion at Cambridge Condominium, which Maser Deed is recorded with the Middlesex South District Registry of Deeds in Book 19144, Page 458, as amended, which Association is the organization of unit owners of The Pavilion at Cambridge Condominium (the “Condominium”), do hereby adopt the following administrative resolution as an amendment to the Association’s rules and regulations pursuant to Article II, Section 2 of the By-Laws :

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 10 of the By-Laws which provides inter alia:

“All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and Facilities contained therein), shall be made by the owner of such unit.”

WHEREAS, the Board is responsible to maintain and repair the Common Areas and Facilities pursuant to Article V, Section 10 of the By-Laws which provide inter alia:

“All maintenance repairs and replacements to the Common Areas and Facilities, whether located inside or outside of the units, shall be made by the Managing Board...”

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

WHEREAS, there is a need to establish both orderly and uniform procedures to address inspecting and testing for the presence of mold within the Units and Common Areas and Facilities for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Where any Unit Owner suspects the presence of mold within the Unit the following procedure shall apply to testing for mold within in the Unit:

- (i) Upon the written request of the Unit Owner the Board shall arrange for the testing for mold within the Unit, which test shall be performed by a mold-testing consultant of the Board's choice.
 - (a) If the mold test results are negative, so no mold remediation is required, the Unit Owner requesting the mold test shall be assessed the cost of the mold test.
 - (b) If the mold test results are positive, so mold remediation is required, and the source of the mold is directly related to a condition in the common areas or facilities, then the Association shall pay the cost incurred to perform the mold test.
 - (c) The Board shall not be liable for the cost incurred, and shall not reimburse the Owner, for mold testing performed in any Unit or to any Common Area and Facility, which test is arranged by the Unit Owner regardless of the results of any mold test performed.

THE PAVILION AT CAMBRIDGE CONDOMINIUM ASSOCIATION

Insurance Resolution

We, the undersigned, being a majority of the Board of Managers of The Pavilion at Cambridge Condominium Association under those By-Laws, dated June 8, 1988, and recorded with the Middlesex County Southern District Registry of Deeds in Book 19144, Page 493, as amended ("Board" or "Association"), which By-Laws are incorporated as Schedule D in a Master Deed dated June 8, 1988, and recorded with the Middlesex Southern District Registry of Deeds in Book 19144, Page 458, as may be amended, do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article II, Section 2 of said By-Laws as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 2 of the By-Laws.
2. The Board shall determine the amount of the deductible which is currently \$10,000.00 for most types of losses but which may be higher for other types of losses.
3. The Board shall have the right to assess the deductible to unit owners as the Board may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to unit owner(s) sustaining property damage to their unit(s).
4. In the event of property damage to a unit or units, the Association shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for same regardless of the cause of the claim.
5. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects, furniture, furnishings, household and personal property and contents, unit improvements and coverage for the Condominium Association's deductible, as well as, insuring for liability and all such other coverages, which said unit owner desires.
 - A. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for the Condominium's deductible.
 - B. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
 - C. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
6. If a unit owner sustains property damage in amounts less than the Condominium Association's Master Policy deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Association will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim under the master insurance policy. The unit owner must resolve the claim with their individual insurance agent or carrier.

7. The following steps should be followed when damage occurs in a unit in excess of the Condominium Association's master policy deductible:
- A. Damage in excess of the Condominium Association's deductible must be reported within 24 hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Association will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
 - B. The Management Agent will notify the Association's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
 - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per paragraph 6 in this Resolution.
 - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Association will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
 - E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
 - F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Board request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Association, then the Association may pass the benefit of this early payment to the Unit Owner. The Association will issue payment of the applicable insurance proceeds to the Unit Owner upon the execution and delivery of a Release by the Unit Owner of the Association, in the form as attached hereto and incorporated herein.

G. Final payment will be made when:

- i. The Insurance Adjuster has had the opportunity to inspect all repair work.
- ii. The Association has received the final payment from the Insurance Carrier.
- iii. The Unit Owner has signed a Release.

8. The Association shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.

9. The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.

Executed under seal this ____ day of _____, 2011.

(_____
Manager

MAJORITY OF THE BOARD OF
MANAGERS OF THE PAVILION AT
CAMBRIDGE CONDOMINIUM
ASSOCIATION AND NOT
INDIVIDUALLY

(_____
Manager

(_____
Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared _____, _____ and _____, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Managers of said The Pavilion at Cambridge Condominium Association.

Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the Commonwealth of Massachusetts

INSURANCE PROCEEDS DISTRIBUTION AGREEMENT AND RELEASE

This agreement is made and release given this day by the undersigned Unit Owner of The Pavilion at Cambridge Condominium, Cambridge, Massachusetts.

In consideration of the payment to me (us) of the below listed sum as the distribution to me (us) of casualty insurance proceeds under the master casualty policy maintained by The Pavilion at Cambridge Condominium Association pursuant to its Trust and/or By-Laws, the receipt of which is acknowledged, I (we) do hereby remise, release and forever discharge The Pavilion at Cambridge Condominium Association, its past, present and future Managers, officers, agents, managers and employees, and their respective predecessors, successors and assigns, of and from all claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, representations, restitutions, doings, omission, variances, damages, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, known or unknown, which I (we) now have or ever had in regard to any and all damage, losses and casualties suffered by me (us) as a result of _____ which occurred on or about _____ and any and all repairs undertaken by The Pavilion at Cambridge Condominium Association on account thereof and the processing of a claim therefore under said master casualty policy.

I (we) do further agree to indemnify and hold harmless The Pavilion at Cambridge Condominium Association, its Managers, officers, agents, managers and employees, and their respective predecessors, successors and assigns, upon any claim made in regard thereto by my (our) mortgagee(s) or any other person, firm or entity making claim derivative of me (us), including the payment of any and all attorney's fees incurred by the indemnitees in regard thereto.

I do further agree that in such event, as I should hereinafter make claim under the master casualty policy maintained by The Pavilion at Cambridge Condominium Association for any damage, loss or casualty occurring subsequent to the aforesaid loss, I shall provide to the said Association upon demand, proof that I (we) have effectuated repairs to the damage forming the

basis of the claim upon which I am hereunder being paid, and that the processing of such a subsequent claim by The Pavilion at Cambridge Condominium Association shall be contingent thereon.

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 20__.

Unit Owner(s):

Unit No. _____

Name (print)

Amount of Payment: \$ _____

Signature

Name (print)

Signature

These rules and regulations are executed under this seal this ____ day of January 2013

**Board of Managers of
The Pavilion at Cambridge**

Condominium Association

COMMONWEALTH of MASSACHUSETTS

Middlesex, ss.

Then personally appeared the above-named Board of Managers as aforesaid and acknowledged the foregoing instrument to be their free act and deed,
before me.

Notary Public _____

Commission Expiration Date

Appendices

Appendix A Move Application

Please fill out this form for a move-in, move-out or delivery.

Owner name: _____
Phone: _____
Email: _____

Renters name: _____
Phone: _____
Email: _____

Emergency contacts: _____
Phone: _____
Email: _____

Building# _____
Unit# _____

Move Date:: Mon – Fri _____
Move company _____

Certificates of Insurance Yes _____ No _____

Move time slot 8:00 AM – 12:00 PM _____ 12:00PM – 4:00 PM _____
Using elevators Yes _____ No _____

IV. Move-Ins and Move-Outs

The process of moving in or out of the building subjects it to wear and potential damage not normally associated with everyday living. In order to minimize that impact of moving upon the building, the residents, and the elevators, the Board of Managers has established the following policy regarding moves.

Anyone moving into or out of either 170 Gore Street, or 599 Cambridge Street, must first contact the Superintendent of the Management Company in order that the protective padding can be installed and the ceiling light vents can be removed in the elevator to be used for the move. Use care in moving and remind any contracted movers of this. No items should be leaned against the walls and use extreme care when turning corners with large objects. Non-resident Unit Owners who lease their unit are personally responsible for notification to their tenants of the Rules and Regulations, and are responsible that the move is properly scheduled. The Unit Owners are financially responsible for damage to the common areas caused by their tenant's move.

At 170 Gore Street, only one elevator may be used for moving. One elevator must be available for the use of residents. The move must be made through the garage at 170 Gore Street. No moves are permitted through the Lobby or on Saturdays or Sundays! In both buildings, moves can be made five days a week. Monday through Friday, between the hours of 8:00 am and 4:00 pm. There is a \$200.00 administrative fee for all move-ins regardless of whether the elevator is used.

Failure to comply with this policy will result in a \$300 fine assessed against the unit owner in addition to any other costs that result to repair damage to common areas caused by the move.

All new residents need to complete the “Unit Owner Registration Form.” This is important to insure that future correspondence and official notification reaches you. In addition, please complete a “Resident Information Card” found next to the mailboxes to insure that your name (or tenants name) appears the way you (they) want it to on the mailbox listing and buzzer panel. Up-to-date information on the occupant of a unit is of great importance in the event of critical situations involving a unit’s occupant.

No moving vehicles are allowed in the garage – “No Exceptions.”

I have read and agreed to terms:

Signed

Appendix B Pet Registration

Registration 20____

In an effort to aid you in locating your pet when they have strayed from you, we are creating a pet directory to be able to identify the pet and notify their owner.

Please complete this form and provide us a photo for each pet listed. A family or group photo is fine.

This form and photo of your pet will be kept on file in the management office.

Pet: _____ Dog: _____ Cat: _____

Name of Dog: _____

Name of Cat: _____

Other, please describe:

Owner Information

Your Name: _____

Address: _____

Phone Number: _____

Picture of pet attached: yes: _____ no: _____

Signature of Board of Managers Approval and Date: _____

Appendix C In Unit Construction Policy

Date: _____, 20____

To: Board of Managers and Management

From: _____
(Unit owner name(s))

RE: _____
(Building and unit number)

I/we,

_____, Unit Owner(s) of Unit
_____, 170 Gore Street/599 Cambridge Street submit for review and approval the
attached description of work in Unit _____, 170 Gore/599 Cambridge
Street.

I/we understand the review and approval is subject to our signing and returning a Condition and Agreement and the following conditions:

1. A damage deposit of \$1,500 is required for work such as painting, installation of carpeting, and minor electrical work; work that does not require a permit to be issued by the City of Cambridge. The deposit is to be made payable to The Pavilion at Cambridge Condominium in the form of a personal check that will be returned if no damage occurs. In addition, as the unit owner I/we must provide a Certificate of Insurance naming the Association as additional insured.
2. A damage deposit of \$2,500 is required for work in which the City of Cambridge has or will issue a permit for, whether plumbing, electrical or building. The deposit is to be made payable to The Pavilion at Cambridge Condominium in the form of a cashier's check that will be returned if no damage occurs. In addition, as the unit owner I/we must provide Certificate of Insurance naming the Association as additional insured.
3. During the course of demolition, I/we will ensure there is not interrupting any utilities (water, sewer, cable TV, telephone, etc.) that may affect my neighbors. If the contractor disrupts any utilities, Management will be notified immediately and all work must cease until I/we are notified otherwise.

4. Our contractor and I/we will ensure that precautions be taken to ensure the integrity and safety of the Condominium's Common Elements including communicating daily with the Management. I/we understand that it is our responsibility, and our contractor has to safeguard against any damage to the common area. Arrangements must be made with the Management for any interruption of water service and must be scheduled at least three (s) business days in advance.
5. I/we understand all insurance certificates must be current during the construction process. Failure to do so will result in the revocation of this approval.
6. I/we understand that all contractors must submit copies of their respective licenses and said licenses will be kept current throughout the construction period.
7. I/we will obtain a homeowners policy utilizing the HO-6 format our protection and that of the Trust. I/we understand that a copy must be provided to Management before any work can begin.
8. Our contractor and I/we will abide by the letter and intent of the Trust's Rules & Regulations, as they are applicable during and throughout this process.

Respectfully submitted,

(Unit owner)

(Unit owner)

Appendix D Condition and Agreement Form (Construction/Renovation)

This Agreement is entered into by and between, _____, *Unit Owner(s)* for Unit ____ of 170 Gore/599 Cambridge Street, The Pavilion at Cambridge Condominium (“Owner”), and the Board of Managers of The Pavilion at Cambridge Condominium, (“Managers”) on _____, 201__.

WHEREAS, Owner desires to make certain alterations and modifications (“Modifications”) to the Unit;

WHEREAS, the Board of Managers is willing to agree to such Modifications upon the terms and condition contained herein, and;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

This Agreement is subject to the following conditions:

1. This Agreement shall be binding on all successors in interest to the subject Units.
2. All Modifications shall be made in accordance with the specifications and plans submitted to and approved by the Managers.
3. The Owner agrees to undertake any and all work with respect to the approved Modifications which shall be done:
 - (a) by and at the sole and separate expense and responsibility of the Owner;
 - (b) in a good and workmanlike manner using first class materials free from defects, in a fashion that will not impair the structural or architectural integrity of any part of the Units, Building or any other part of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the common elements and facilities by others entitled thereto,
 - (c) pursuant to all applicable laws and regulations of governmental bodies having jurisdiction thereof, including without limitation, zoning, building, health, environmental, sanitation and fire protection laws and regulations, and pursuant to a building permit therefore. The Owner shall be responsible for all costs to obtain the same and shall submit evidence of compliance to the Managers.
 - (d) with insurance in kinds and amounts satisfactory to the Managers and naming, the Managers and its managing agent as additional named insureds. Evidence of insurance from an A+ rated carrier satisfactory to the Managers shall be provided to the Managers prior to the commencement of any work. The evidence of insurance shall specify that such policy may not be canceled without at least 30 days prior written notice to the Managers.
4. The Owner shall indemnify and hold the Managers, managing agent and the unit owners of the Condominium harmless from and against any and all damage, injury, loss, cost, expense (including, without limitation, reasonable attorneys’ fees) and liability incurred or suffered by any of said unit owners and/or the Managers in connection with this Agreement or in connection with the Modifications including, without limitation, the location, inspection, maintenance, repair and removal of the Modifications, and/or the exercise of any of the rights granted hereby or related to any action brought by any party against the Managers, Manager or Association relating in any way to or arising in connection with the Agreement and Modifications including any claims relating to the validity of the Agreement and the consent of all appropriate parties.
5. If the Owner defaults in the performance of its repair and/or maintenance and/or other obligations

contained herein and shall not cure such default within ten (10) days (or sooner if necessary in the discretion of the Managers to protect the Condominium or any Unit therein, or to prevent injury or damage to persons or property or to make full use of the Condominium after delivery of written notice thereof), the Managers shall have the right, but not the obligation, to perform such obligations, in which event such Owner shall pay to the Managers, on demand, all costs, including reasonable attorneys' fees, incurred in connection therewith and said amounts shall be a lien against the Unit and shall be a personal liability of the unit owner.

6. The Managers in their discretion may upon thirty (30) days written notice to Owner, with cause, revoke this Agreement made herein. Such notice shall be delivered via first class mail and certified, return receipt mail. Upon revocation, the Owner or his successors and assigns shall be responsible for restoring the premises to the condition they were in prior to the renovations being made. Such restoration shall be completed in good and workmanlike manner, satisfactory to the Managers, within sixty (60) days of the revocation.
7. The Managers shall have the right to impose additional conditions relating to the Modifications including, but not limited to, conditions relating to removal of debris, hours when work may be performed and a timetable for the completion of the renovations and the Owner agrees to abide by the Additional Terms and Conditions attached hereto and made a part hereof as Exhibit A.
8. Owner agrees that they and their heirs, successors and assigns, including but not limited to, subsequent owners shall be solely responsible for the cost to maintain, repair and replace said Modifications.
9. All contractors performing work shall be approved by the Managers and insured to the satisfaction of the Managers and shall be properly licensed pursuant to Massachusetts General Laws Chapter 142A.
10. If legal action is required to enforce this Agreement, the owner(s) of Unit _____ shall be responsible for all costs, expenses, and reasonable attorneys' fees incurred by the Managers.

EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS

1. No work may be commenced prior to the receipt by the Managers of all applicable building permits and insurance policies.
2. No work which requires any building system (e.g. water or heat) to be shut down may be done without the prior approval of the Management Company. Notice of intention to perform such work must be given to the Management Company at least 72 hours before the anticipated time for the commencement of such work. (The Management Company will attempt to accommodate all reasonable requests but may not always be able to do so.)
3. All construction debris must be removed promptly from the premises. It may not be stored nor disposed of within the Building rubbish dumpsters.
4. Use of elevators must be arranged for in advance (at least 24 hours) with Management.
5. Any debris in hallways or other common areas resulting from work in Units must be cleaned up *daily*.
6. Work which will create such noise as to disturb residents on the premises will be carried on only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Fridays, and not at all on Saturdays or Sundays.
7. Damage to the common areas or the building arising from such work *will be repaired by the Association through the use of the damage deposit. Any amounts not covered by the damage deposit will then be assessed to your unit.*
8. For violation of this Agreement, the Managers may take such action as they deem appropriate, which may include, without limitation, the following:
 - a. levying fines and assessing all costs and reasonable attorneys' fees incurred on responsible unit owners.
 - b. prohibiting contractors who violate these rules and regulations from performing further work on the premises.
9. Any work which may affect the structure or the electrical or mechanical systems of the Building must be approved by the Managers before commencement of the work.
10. The Owner acknowledges that the Modification is located within a residential condominium community and that no unreasonable noise or vibration that interferes with the use and enjoyment of any residential or commercial condominium units is acceptable.
11. The Owner shall maintain all new utility lines installed, if applicable.
12. Upon completion of all Modifications, the Managers may cause the Owner to make any and all Modifications that the Managers in their sole discretion deem reasonable appropriate so as to conform with the rest of the premises. If the Modifications are not complete within 30 days of written notice, the Managers shall be entitled to have the work performed for the account of the Owner, to enter upon, and to have access

to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the unit owner shall be personally liable therefore.

13. Prior to construction and upon completion of all Modifications, the Owner shall cause a registered architect to stamp and certify in writing to the Managers that the construction and installation of the Modifications have not and will not in any manner cause structural damage to the Unit or The Pavilion at Cambridge Condominium and that the work will not and has not jeopardized the soundness and safety of the premises. The Owner shall make no other Modifications to the Unit of any nature whatsoever except as identified in this Agreement, except with the prior written approval of the Managers.
14. If, at any time, the Owner (or the Trust, in order to repair) removes any or all of the Modifications, the Owner shall promptly repair in a workmanlike manner any damage resulting from such removal or close in an approved manner any connection to sources of gas, air, water, electricity or heat or to cooling ducts and shall do whatever is necessary so as to leave the Unit and common areas undefaced in appearance and not in any state of depreciation as a result of such removal.
15. The Owner shall be responsible, if applicable, for the maintenance of all additional (or existing but modified) wires, pipes, drains and conduits for water, sewerage, electric power, light, and any other utility service, which have been installed or modified as a result of the Modifications.

Date: _____

Signature

As Manager not individually

Print Name

As Manager not individually

Signature

As Manager not individually

Print Name

As Manager not individually

As Manager not individually

Appendix E Useful contact numbers and local utilities

Comcast cable, hi-speed internet and phone service

Comcast, 88 Sherman St, Cambridge, MA 02140
Phone: 800-266-2278
www.comcast.com

Electricity and Gas

N-Star <http://www.nstaronline.com/>
Customer Service, Service Interruptions, Account Inquiries, Moving: 800-592-2000
Gas Leaks and Emergencies: 800-572-9337

Telephone:

Telephone: Verizon, 1-800- 870-9999 or visit: www.verizon.com.

Cambridge City Hall

<http://www.cambridgema.gov>

Vehicle Excise Tax:

<http://www.cambridgema.gov/finance.aspx>

Resident Parking Permits:

Permits to park on residential streets are issued by the Traffic, Parking and Transportation Department. Your vehicle must be principally garaged in Cambridge. Proof of residency is required. One Visitor pass per household is available. For more information, call 617-349-4700 or visit <http://www.cambridgema.gov/Traffic/>.

You may be able to renew online at <http://www.cambridgema.gov/traffic/permits/cfm>.

School Registration:

Call Cambridge Public Schools, 617-349-6400 or visit: <http://www.cpsd.us/index.cpsd.us>.

Appendix F Resident Information Form

Unit Number _____

Date _____

IS UNIT RENTED? YES ___ NO ___

PARKING SPACE # _____

RENTER'S NAME(S): _____

RENTER'S TELEPHONE(S): _____

Owners, please make sure you include your current contact information (email address, mailing address, and phone numbers). If the unit is rented, please complete the above information for the renter.

Unit Owner's Name(s):	a. _____	b. _____
Telephone Number(s):	Home _____	Home _____
	Work _____	Work _____
	Cell _____	Cell _____
	E-mail: _____	Email: _____

Name of person to call in an emergency:	a. _____	b. _____
Telephone Number(s):	Home _____	Home _____
	Work _____	Work _____
	Cell _____	Cell _____

- ☐ Yes- I would like my contact information & email address added to The Pavilion at Cambridge resident directory
- ☐ No- Please do not publish my information or email address

Please print clearly, complete all information and return to:
Thayer & Associates, Inc.
Pavilion @ Cambridge Condominium Association
1812 Massachusetts Ave.
Cambridge, MA 02140
FAX - 617-354-7854