

BAY SQUARE UNIT IMPROVEMENT/RENOVATION POLICY

We, being a majority of the Board of Trustees of said Bay Square Condominium Trust (the "Board" or "Trustees"), pursuant to Article V, Sections 5.6 and 5.8.5 of the Trust do hereby adopt the following rules and regulations regarding Unit Improvements and Renovations at the Bay Square Condominium:

1. All Unit Owners undertaking renovation work within their Unit must comply with the following rules and regulations. Unit Owners must notify Management prior to commencing any work in their Units to determine which of the following provisions will be applicable based on the proposed work. If you are unsure of what kind of work or renovations would be subject to this policy please contact Management before starting any such work.
2. The individual Unit Owner is responsible for providing his/her contractor with a copy of these guidelines, the Condominium's rules and regulations, and a contact at the Managing Agent.
3. Questions regarding improvements and renovations should be directed to the Managing Agent for the Trustees. Plans should be submitted to the Managing Agent at the following mailing address: Bay Square Condominium Trust, c/o Thayer & Associates, 1812 Massachusetts Avenue, Cambridge, MA 02140. Phone: (617) 354-6480.
4. The Unit Owner must submit names and contact numbers of all contractors to the Managing Agent. All contractors shall be licensed and shall provide certificates of insurance indicating that the contractors have workers compensation and liability insurance in such amounts satisfactory to the Board, naming the Trust as a Certificate Holder and as an additional insured.
5. Prior to making any changes or improvements that may involve structural changes or other major renovations to the Unit (e.g., removal or moving of walls, changes to unexposed plumbing, etc.), Unit Owners must obtain prior written approval from the Trustees. Please note that depending on the scope of the work and the paperwork required, the application and approval process might take a few weeks or more. Any approval falling under this provision may be subject to some or all of the following conditions:
 - a. When determined as necessary by the Board at its sole discretion, the Unit Owner must submit to the Managing Agent two sets of architectural drawings, stamped by a licensed architect or engineer. One set of drawings will show the existing layout of the Unit and the second set of drawings will show what the Unit will look like after the

requested modifications have been completed. These drawings will indicate at least the following information: designation of structures to be removed/moved, specifications of structural framing to be added, and any changes in wiring and plumbing.

- b. The Board may retain a consulting engineer when deemed necessary. The owner shall be responsible for, and obligated to pay, such reasonable costs and expenses incurred by the Trust to review, approve or disapprove, or in any way deal with owner's plans and proposal.
 - c. The Unit Owner is responsible for obtaining all building or other permits, when applicable, from the City of Cambridge and shall provide copies to the Managing Agent prior to the start of work and keep permits displayed at all times.
 - d. If any portion of the Work is covered or obstructed contrary to the request of any architect or engineer engaged by you or to requirements specifically expressed in this Agreement it must, if required in writing by architect, engineer, or city inspector, be uncovered or relieved of obstruction, as the case may be, to permit proper examination at the Unit Owner's expense. For example, if an owner has covered up and/or replaced wallboard over a plumbing revision before inspection, the owner is responsible for costs of uncovering to allow adequate inspection. Any permitted replacement will be at the Unit Owner's sole expense. All Work rejected as defective or as failing to conform to this Agreement, or to the Building's rules and regulations, or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or as creating any violation of any policy of insurance shall be corrected as soon as possible. The Unit Owner shall pay all costs of correcting such rejected Work, including compensation for the additional service of any architect or engineer engaged.
 - e. Once all the above information has been given to the Managing Agent the project will be presented to the Board with the Managing Agent's recommendations. Board decisions will be based on sound principles and existing rules and regulations, respecting the structural integrity of the Condominium. If permission to proceed is denied, Owners have the Right to a hearing before the Board where they can appeal that decision. Owners have the Right to reapply once suggested modifications have been made.
6. A licensed contractor must perform any construction involving the water sprinklers and/or water systems. All costs associated with the need to have

the fire protection sprinkler and/or alarm system on or off line will be borne by the Unit Owner. Approval must be obtained from Managing Agent before the interruption of the domestic water and sprinkler service.

7. Work on weekdays, including cleanup and equipment transport, shall be done only between 8:00 AM and 6:00 PM. No in-Unit work is allowed on Weekends or Holidays under any circumstances. The Owner will be fined \$250 per occurrence for any violation of the above-allowed work days and times. These time constraints do not apply to essential common area work arranged by the Board of Trustees, Managing Agent, or their agent/s, or to emergency work deemed necessary to protect the Condominium from damage.
8. Only the East elevator may be used to bring up construction materials to any Unit. Prior scheduling for use of this elevator is required. The elevator must be properly padded to prevent damage to the interior of the cabs. Any unauthorized use of the building's elevators will result in a fine. Any damage caused to the elevators as a result of the Unit's renovation activities will be repaired with all costs billed back to the Condominium Unit performing the repairs.
9. All common areas are to be kept clear and clean after use. No construction work shall be done in the hallways. It is an Owner's responsibility to clean common areas or see to it that their contractors keep common areas free of plaster dust and debris every day and throughout the day as needed. Owners will be charged for any costs associated with extra common area cleanings required due to in-unit renovations. Owners will be charged for any damage to common areas as it relates to their renovation activities.
10. The Owner and/or contractor is responsible for the disposal of all construction debris or material, hazardous material, appliances, mattresses, furniture, carpeting, and anything but household trash at their own expense. No construction debris may be placed in the building's dumpsters. Do not leave appliances or construction debris on the street, as the City will not remove them.
11. Electricity, water, and heat may be shut off only between 9:00 AM and 4:00 PM on weekdays, and not at all on weekends. If planning on shutting off any utilities to the building the Unit Owner must first notify and get prior approval from the Managing Agent. A 48-hour notice must be posted in the common areas (i.e. front vestibule) and distributed to all Unit Owners that will be directly affected, unless it is an emergency situation. It is the owner's responsibility to notify residents who will be affected, as well as the Managing Agent.

12. All plumbing-related improvements, or work adjacent to pipe chases, must be reviewed and approved by the Trustees prior to construction.
During renovations of kitchens and/or bathrooms all owners MUST install check valves (isolation valves) that allow for independent water shut off to sinks, toilets, and showers inside the unit. This will eliminate the need to shut down water in other parts of the building when owners are upgrading or renovating their units and provide better protection to each unit against potential water damage.
13. The Owner shall be responsible, if applicable, for the maintenance, repair and replacement of all additional (or existing but modified) wires, pipes, drains and conduits for water, sewerage, electric power and light and any other utility service which have been installed or modified as a result of the renovations.
14. Staircases and common areas cannot be used as a storage or holding area for building materials.
15. No one is allowed on the main roof for any reason without prior approval by the Board, nor shall any object be placed on or near the roof (including antennas or satellite dishes) for any reason. If anything is placed there, it will be removed and the Unit Owner shall be charged as appropriate.
16. The Unit Owner shall be responsible for and shall repair, at their sole cost and expense and to the satisfaction of the Trustees, any damages to any other Unit at the Condominium or the common areas and facilities that result directly or indirectly from the renovation.
17. Before the commencement of any Work, The Owner will give written notice to the tenant/Unit Owners occupying the Units adjacent to, above and below the involved Unit ("Adjacent Premises") of the renovation's commencement date in order to provide them with a reasonable opportunity to secure any personal property from damage due to vibration or similar cause resulting from the Work.
18. The Owner will provide Management with the Work start date and expected end date as part of the Work approval/submittal process. If the work is delayed, written notice must be provided to Management with the revised start and/or end date of the Work.
19. Failure of Unit Owners or contractors to observe the Rules and Regulations will result in action by the Trust to stop the Work.

20. During construction, the Trustees or their agent shall be provided with access to the premises for inspection of the Work.
21. The Trustees shall have the right to impose additional conditions relating to the renovations or waive any of the above conditions, as they deem prudent or necessary.
22. By approving any proposal and/or renovation plans, neither the Trust nor its agents or consultants assume any liability or responsibility for the work performed within the Unit.