

Welcome to Bay Square Condominium: Orientation, Rules & Information

Last Updated:

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Bay Square Condominium Trust

950 Massachusetts Ave. * Cambridge, MA 02139

New Unit Owners and Residents
Bay Square Condominium Trust
950 Massachusetts Ave.
Cambridge, MA 02139

RE: Bay Square Condominium Welcome Package

Dear Unit Owners and Residents,

This is your copy of the Bay Square Condominium's Welcome Package, created to introduce new residents to life at Bay Square and to acquaint everyone with some of the benefits and responsibilities of condominium living. We hope you find this information informative and useful.

Our goal is to have a current Contact Information Form and Welcome Package Acknowledgement Form (both included) on file for all of our residents, whether owner or tenant. Please return the completed forms to the Concierge Desk as soon as possible. We also request that you ensure that the contact information remains current in the event that you rent or change occupancy of your unit.

If you have any questions about the Welcome Package or anything else related to Bay Square Condominium, please contact our on-site superintendent, Alex Andrade (781-307-7489), or our property manager, Jamie MacDonald, at Thayer & Associates, Inc. (617-354-6480, or email jmacdonald@thayerassociates.com).

We look forward to sharing our Bay Square community with you.

Sincerely,
The Board of Trustees
Bay Square Condominium Trust

Important General Reminders

No Short Term Rentals

The Master Deed prohibits any lease or rental for a period less than 6 months.

No Smoking Policy

The Condominium Master Deed prohibits smoking inside of units and all interior and exterior common areas. At the time of the amendment certain units could request to be grandfathered in under this new restriction. This grandfather clause expires when the current resident moves from the unit. Units grandfathered in must take proper precautions to ensure smoke does not infiltrate common areas or other units. Any resident caught smoking outside a grandfathered unit will be fined by the Board of Trustees

Communication with the Board

Owners are welcome to attend monthly meetings of the Board of Trustees, the dates of which are posted from month to month at the concierge desk and on the bulletin boards near the mailboxes on the first floor. A period of public comment is held at the start of each meeting. Meetings are most commonly held via Zoom, formerly in the small conference room off the small kitchen located inside the gym.

Laundry Rooms

Please be courteous when using the common laundry rooms by removing your clothes within 5-10 minutes of ending of the wash/dry cycle, cleaning out the lint filters, and cleaning up any soap spills which may have occurred by accident. Please leave washer doors open after laundry has been removed. Residents can obtain a laundry card and add money to the card at the concierge desk.

Proper Trash Disposal

Only tightly secured bags of trash should be placed in the trash chute. Large boxes or items that will not fit in the chute are to be brought to the receiving room on the first floor and disposed of properly. Please flattened cardboard boxes before placing them in the appropriate area. Do not leave items on the floors of the trash chute closets. Make sure that no liquids are leaking from trash bags you are moving to the trash chute or trash room. Dispose of materials that can be recycled (paper, glass, some plastics and metal) in the appropriate recycling bins rather than in the general trash. NO construction debris, carpet or appliances are allowed in our dumpsters or receiving room; these items must be hauled away by your own contractor. Please do not leave electronic equipment, appliances, or furniture in the trash room without obtaining permission from the Superintendent.

Patio Furniture on Balconies

For those units that have patio furniture, plants or decoration of any sort on balconies, you must be sure that all items are securely fastened or weighted down so they cannot blow off. Unsecured items pose a hazard to other residents, people or property, and residents are liable for any damage caused by their wind-blown property.

Improper Storage In Common Areas

Storing personal property in the hallways or common areas of the building is not allowed. All personal property is to remain within the unit. Any items left in the common area may be discarded. All shopping carts are to be returned to the concierge back storage room.

Gym Equipment

Please do not remove any condominium equipment from the gym. Respect other users and return equipment to the default position when you are finished using it. Wipe equipment off after vigorous use.

Storage Lockers

If your unit has an assigned storage locker, you can confirm its location at the concierge desk. Please note that no items may be stored outside or hanging out of any of the lockers.

Parking

There is no guest parking available at Bay Square. All parking spaces are deeded or otherwise assigned to an owner. Anyone using someone else's parking space must receive permission from the owner of that space. Please do not ask the concierge staff to find a parking space for your guests. Unauthorized vehicles may be towed and stored at their owner's expense.

Lobby Rules

The staff at Bay Square works hard to ensure that everyone enjoys life here at Bay Square. Please help to make their work a little easier by remembering that that the concierge staff has a job to do. You may of course chat briefly with them if you like, but please keep your visits short and do not monopolize their time.

Remember also that the lobby serves as our condominium's reception area, and is the first place that visitors and would-be buyers see when entering the building. As such, we have been advised that we should not allow the lobby or other common areas on the first floor to be used as play or picnic areas. Of course, unobtrusive, quiet visits are not an issue.

Any loud noise in the lobby is potentially disturbing to residents of the first and second floors, so please be considerate of your neighbors and refrain from making loud noises in the lobby. Thank you for your cooperation.

Bay Square Web Site

Bay Square has a web site where you can view and/or download the Condominium's Master Deed, Declaration of Trust (and Amendments), Rules, Forms, Board of Trustees Meeting Minutes, etc. If prompted, the password is: 950massave

The website's URL is: <http://www.baysquare.org>

Pilera

Bay Square's management company, Thayer & Associates, Inc., has introduced a communications portal where you can view some Bay Square information and assign your preferred means of receiving communications from Thayer. You can find it at: <https://app.pilera.com/index.php/login/thayer>

For assistance with Pilera and questions about access and passwords please contact our property manager, Jamie MacDonald, at: jmacdonald@thayerassociates.com or 617-354-6480.

Please be sure to keep your contact information and communications preferences current – this is essential for relaying important information and messages and for communicating with residents and owners in emergency situations.

Smoke Detectors

The smoke detectors *inside your unit* are an owner responsibility. The detectors are hard wired, and if you have an original unit you will be required to get a hard wired photoelectric smoke detector with battery backup and pass a Fire Department inspection any time that a unit is sold. Units on the first and sixth floors may also be required to get a combination carbon monoxide/smoke detector, or if your smoke detector meets standards, a separate carbon monoxide detector. See:

<https://www.cambridgema.gov/publications/Applications/S/smokedetectorandcarbonmonoxidealarm>

Whalen Units

Heating and air conditioning are supplied to individual condominiums by one or more heat pumps—known as Whalen Units—and *are the property of the owner of the condominium in which they are located.*

If one of your Whalen Units malfunctions or fails, you can rent a loaner unit from the condominium association while yours is being repaired or replaced. The superintendent will give you a form to submit to rent a loaner unit. He will handle installation and removal of the loaner unit—at no charge—while yours is repaired or replaced by a vendor of your choice.

As recommended by the manufacturer, Whalen Units need twice annual preventative maintenance to clean, replace filters and inspect to ensure they are not leaking condensation, which can cause damage to your condominium or to your neighbor's. The condominium association runs this preventative maintenance program, covered by your monthly condominium fee and overseen by the superintendent in the spring and fall. Performing this regular maintenance helps prolong the life of the Whalen Units. Contact our management agent at Thayer & Associates for details (617-354-6480).

Bay Square Condominium

Scope of Work for Concierge Staff & Superintendent

Concierge Staff

Bay Square concierge responsibilities include greeting each Unit Owner, Resident or Guest, notifying Unit Owners when guests arrive, answering the concierge desk phone and intercom, responding to questions and requests of Unit Owners, Residents and Guests, screening and announcing all arriving vendors and contractors, maintaining the daily Concierge Log, noting all incidents, complaints and/or unusual events, monitoring all entries for security purposes via surveillance cameras and monitoring equipment, and directing any maintenance or work order calls to Property Manager. They are not responsible for finding unassigned parking for residents or guests or for accompanying guests to units.

Maintenance Superintendent

Bay Square is fortunate to have an live-in Superintendent, whose responsibilities include the maintenance and repair of all the Condominium's common areas as specified in the Master Deed. This role also includes aiding in the planning and execution of Condominium sponsored projects and helping direct vendors and contractors. It is important to remember that the Superintendent is NOT responsible for maintenance issues that are confined to the inside of individual units (that is, areas that are not common area) unless there is a fire/flood type emergency, a problem that threatens common areas or other units, or because a malfunction of your heat pump requires a loaner. Please respect his time and workload and do not expect him to assist with unit maintenance issues that are outside his scope of service, and respect his judgment when he prioritizes his activities.

BAY SQUARE CONDOMINIUM TRUST
950 Massachusetts Ave, Cambridge, MA. 02139
617.547.7722

MOVING FORMS: PLEASE READ CAREFULLY

All moves **MUST** be scheduled with the front desk at Bay Square (617.547.7722) **AT LEAST TEN DAYS IN ADVANCE OF YOUR MOVE**. If your date is taken, please be prepared to choose a different weekday date. No move will be allowed unless scheduled, as well as the appropriate fee paid. For moving out, no fees will be charged but move-outs do need to be scheduled in the same manner as the move-ins.

Please check the box that is applicable to your move and attach proof of payment to this form.

- ☐ \$500 Full Move in (Moving in Furniture)
- ☐ \$250 Furnished Move (Moving only with suitcases into a furnished unit)
- ☐ \$250 Move from Floor to Floor (example: moving from floor 6 to 5)

Please attach proof of payment to this form:

1. For owners, please attach a check, payable to Bay Square Condominium Trust or arrange for the fee to be deducted from your account at Thayer Management Co. and submit proof of that arrangement here.
2. For renters, the amount will be charged to the owner's account.
3. If someone is found to have moved into the building without having scheduled and paid for a move, the penalty to the owner of the unit will be the sum of the regular moving fee, plus a fine of \$100/hour for the duration of the move.

Hours and Days for Moves

All moves are to be made during regular hours on weekdays only, between 8:00AM and 6:00PM. **No weekend or holiday moves will be allowed**. Any move occurring before 8am or after 6pm will be assessed a fine of \$100.00 per hour for every hour before or after the designated times mentioned above. ****Absolutely NO unscheduled moves will be permitted****

Maintenance Responsibility Will Include the Following Items:

- The Maintenance Supervisor has full authority to stop a move in process or prohibit any move that falls outside the parameters of the above. This will be strictly enforced.
- Inspection of the common areas will be done before, during and after the move. Any damages to the common areas as a result of this move will be assessed to the owner's account ledger.
- Padding the elevator during the move
- Inspecting the dumpster, loading dock and all common areas related to the move to ensure that no items are being left, dumped or stored.

Unit #: _____ Date of move: _____

This is a Move-In: _____ This is a Move-Out: _____

Start time: _____ End time: _____

Owner's Name: _____

Resident Name (if different): _____

Contact Number: _____

Moving Co. (if any): _____

Tenant/Owner Signature _____ Date: _____

To be completed by Bay Square Condominium Maintenance Supervisor:

Damages (Please list in detail, if any): _____

Comments: _____

Signed: _____

Date: _____

This form must be completed for every move and sent to:

**Bay Square Property Manager
c/o Thayer & Associates
1812 Massachusetts Avenue
Cambridge, MA 02140
Fax-617-354-7854**

ADDITIONAL MOVE INFO - PLEASE READ CAREFULLY

COMMERCIAL MOVING TRUCKS

THE BAY SQUARE LOADING ZONE IS LOCATED ON MASSACHUSETTS AVENUE, IN BETWEEN BAY SQUARE AND THE DOOR STORE. THE DRIVEWAY LEADING TO THE LOADING AREA IS APPROXIMATELY 60 FEET IN LENGTH. IF YOU ARE USING THE SERVICES OF A LARGE COMMERCIAL MOVING COMPANY (FOR EXAMPLE MAYFLOWER, TRANS AM, ETC.) PLEASE BE ADVISED THAT THE STANDARD LENGTH OF A COMMERCIAL CONTAINER IS GREATER THAN 60 FEET. THIS BECOMES A CONSIDERATION WHEN THE TRUCK EXTENDS ONTO AND BLOCKS THE SIDEWALK AREA ON MASSACHUSETTS AVENUE. SEE THE REQUIRED PERMITS SECTION BELOW.

REQUIRED PERMITS

THE CITY OF CAMBRIDGE REQUIRES A PERMIT AND A DETAIL OFFICER TO BE ON DUTY WHEN A LOADING TRUCK IS BLOCKING A SIDEWALK AREA. IF A PERMIT AND OFFICER ARE NOT ONSITE THE VEHICLE MAY BE TICKETED AND REQUIRED TO MOVE. IN ADDITION, ANY FINES IMPOSED ON THE BUILDING WILL BE PASSED ONTO THE OWNER. RESIDENTS MOVING IN ARE RESPONSIBLE FOR DEALING WITH THE CITY OF CAMBRIDGE REGARDING THEIR MOVE DETAILS OR REQUIREMENTS, INCLUDING PAYMENT TO THE CITY OF CAMBRIDGE FOR ALL FEES SUCH AS PERMITS AND POLICE DETAILS.

MOVING LOCATION

ALL TRUCK MOVE INS OR MOVE OUTS ARE REQUIRED TO ENTER THROUGH THE LOADING DOCK AREA. ONLY THE EAST ELEVATOR CAN BE USED FOR MOVES. NO FURNITURE, BOXES, ETC. WILL BE ALLOWED IN THROUGH THE FRONT DOORS INTO THE MAIN LOBBY OR UP THROUGH THE WEST ELEVATOR.

MOVERS MUST BE INSURED

A CERTIFICATE OF INSURANCE MUST BE PROVIDED TO THE CONCIERGE DESK BEFORE ANY PROFESSIONAL MOVE. IF THE MOVERS ARE INSURED THROUGH THEIR EMPLOYER, THEY WILL BE REQUIRED TO PROVIDE A SIGNED WAIVER OF LIABILITY. NO MOVER WILL BE ALLOWED TO WORK ON THE BAY SQUARE PREMISES PRIOR TO PRESENTING THE WAIVER OF LIABILITY.

THE FRONT DESK STAFF, MAINTENANCE SUPERVISOR OR MANAGEMENT ALL HAVE FULL AUTHORITY TO STOP, RESCHEDULE, AND/OR ALTER ANY MOVING ACTIVITY AS THEY DEEM NECESSARY.

BAY SQUARE CONDOMINIUMS

Intercom System and Garage Door Access Instructions

Intercom System Instructions:

Your handset will emit distinct tones when either the concierge (single repeating tone) or a visitor in the front door vestibule (three descending tones) tries to contact you. Pick up the handset in order to talk. When a voice connection is made the red “bell” light will flash.

To release the front door lock and allow a visitor to enter: Once you identify the visitor who has called you, press the blue key button. The visitor will have three seconds to open the door.

To call the concierge: Pick up handset and press the white lightbulb button. Wait for concierge to answer. If the concierge is not at the desk, the system will note a call from your unit and the concierge will call you when he or she returns to the desk.

Do-Not-Disturb or Mute-bell Feature: If for some reason you do not want the intercom to ring, press the white bell button with a line through it. The button will be illuminated red. Should someone call while the mute-bell feature is engaged, the button will flash red to let you know that someone is calling, but it will not make a noise. To disengage the mute-bell function, press the button again and the light will go out.

Garage Intercom: The garage intercom button is now operational. Press the “bell” button to signal the concierge.

Please identify callers before buzzing them into the building!

Garage Entry Instructions:

Your new access is via key fob; hold your fob in the proximity of the tower to open the garage door. There are two locations on the tower to hold your fob; an upper location for high vehicles and a lower location for vehicles that sit lower to the ground. Either location can be used to open the garage door. Hold your fob in the center of the reader right over the red light. When the reader acknowledges your fob, the light will turn green and the garage door will open. Please enter the garage only when the door is completely open to allow sufficient access for your vehicle.

There is also an intercom located in between the two Prox readers of each tower. Please push the button to call the front desk. The Concierge at the front desk will answer your call and assist you upon request.

**Lost fobs are not replaced without a fee. The cost to purchase a new fob is \$25.00. New fobs are purchased at the front desk. If you have any questions regarding this matter, please speak to the Concierge at the front desk.*

BAY SQUARE NO SMOKING POLICY

1. Pursuant to a 2010 Amendment to the Master Deed recorded with the Middlesex South Registry of Deeds in Book 54799, Page 443, smoking is prohibited in the Units and Common Areas (interior and exterior) of Bay Square Condominium
2. At the time of the Amendment all Units were given the option of being grandfathered in (allowed to smoke inside the unit) until the current resident of that Unit moved out. At that time of such move out the Unit would become a Non-Smoking Unit.
3. As of November 11, 2013 the only Units granted this grandfathering are: 3A, 104, and 105.
4. Any Unit not listed above where smoking takes place will be subject to fines and possibly legal action.

If any resident of a grandfathered Unit does smoke, proper precautions must be taken to ensure the smoke does not infiltrate the common areas and/or neighboring units. All complaints of smoking will be logged in the security logbook by the front desk staff and communicated to the Property Manager on the next business day.

BAY SQUARE BED BUG PREVENTION, DETECTION AND ERADICATION POLICY

Bed Bug Detection/Prevention

Bed bugs are now endemic in urban areas, and can travel easily in luggage or clothing. Anyone can get bed bugs. A recent *New York Times* story reported that bed bugs are now so common that they are found hitchhiking in the bindings of library books returned by people who read the books in bed.

The City of Cambridge provides a bed bug fact sheet on its website:
<http://www.cambridgepublichealth.org/docs/Bedbugs.pdf>

Bay Square Condominium Trust employs the services of a specially trained dog for bed bug detection throughout the entire building on a quarterly basis. Should the dog detect the presence of bed bugs during an inspection outside a Unit, the owner/resident will be notified and an additional, more intensive interior inspection will be scheduled with the owner/resident to take place inside the Unit.

If you suspect you have bed bugs

Isolate and save a sample of a bug if possible. Contact the Bay Square Condominium superintendent or Managing Agent immediately. He will arrange for an exterminator suggested by the management company to visit the Unit and inspect for the presence of bed bugs. (The cost of the inspection will be shared equally by the Unit Owner and the Condominium Trust.)

Should bed bugs be confirmed, the exterminator will discuss treatment options (heat or chemicals) with the resident and/or owner. A treatment timetable will be established and the Unit resident and/or owner will be provided with a set of instructions that must be followed to prepare for the treatment/s and reinspection. The Managing Agent will require the owner of the Unit to provide certification from the exterminator that treatment has been performed and eradication has been accomplished according to this timetable. The Managing Agent will schedule further inspections (to be paid for by the trust) to ensure that bed bugs have been eliminated from the Unit and have not spread to adjoining Units. Costs for Unit extermination will be borne by the Unit Owner.

Should a Unit Owner decide to hire an extermination firm not on the Managing Agent's list of suggested companies, the Unit Owner must provide that company with a treatment timetable to be established by the Managing Agent. All exterminators will be required to provide a written guarantee that bed bugs have been eradicated at the end of the timetable.

Treatment Procedures and Timeline

1. Upon detection of bed bugs in any Unit, the Managing Agent will contact the owner/resident or property manager by phone or email within one day and also by first class, certified mail.
2. The Managing Agent will provide the owner/resident with a timetable and procedures for treatment with a goal of implementing a first treatment within five (5) days of detection or as soon as possible.
3. Every 30 days for a period of 90 days after treatment/s are completed; dog inspections will be performed inside an affected Unit. The cost of these inspections will be paid for by the Condominium Trust. Before each of these inspections, the resident will need to make required preparations to assist the dog and its handler to make successful inspections.
4. A fine of \$250 will be charged to a Unit Owner if the affected Unit has not been properly prepared for treatment or dog inspection on the scheduled day of treatment or reinspection. A fine of \$500 will be charged to the Unit Owner if the affected Unit cannot be entered on the scheduled day of treatment. These fines will be repeated for every instance of failure to prepare an apartment or to allow entry on a scheduled day of treatment.

These procedures are subject to change by the Board of Trustees.

BAY SQUARE CONDOMINIUM TRUST

RULES AND REGULATIONS

I. USE OF UNIT

1. All window treatments shall be white or lined in white. In the case of blinds, they shall show white from the exterior of the building.
2. No Unit Owner shall do or permit to be done anything in or about his/her Unit that will interfere with the rights, comfort or convenience of other Unit Owners, it being the intent that Bay Square Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.
3. No industry, business, trade, commercial or professional activities that involve traffic to and from a residential Unit by members of the public shall be conducted, maintained or permitted on any part of the Condominium property; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except such as shall have been approved in writing by the Trustees.
4. Each Unit Owner shall keep his/her Unit to which he/she has sole access in a good state of preservation and cleanliness.
5. No Unit Owner shall keep in his/her Unit any inflammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on the decks or balconies of the Units.
6. No animals, birds or pets shall be kept in or about the Units or the Common Areas and Facilities without the written consent of the Condominium Trustees, and consent so given may be revoked at any time.
7. Owners shall not cause or permit anything to be hung, affixed, attached or displayed on the outside of windows, or placed on the outside walls, roofs or doors of a building and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.
8. Nothing shall be done in any Unit or in, on or to the common areas of facilities that will impair the structural integrity of any building or that would structurally change part of the building.
9. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct. Residents are responsible for placing securely packaged garbage in the trash chute in the compactor rooms located on each floor; recyclable material should be delivered to the compactor room and

discarded in the appropriate bins provided. No waste should be left in any other public areas. If any activity within a Unit generates excessive waste or trash that may generate odors or attract rodents, the Owner or Occupant of such Unit shall arrange for prompt removal (i.e. within 24 hours) of such garbage or trash from the building at his/her/its own expense.

10. With permission of the Unit Dweller/Owner, the Trustees, or their designated agent, may retain a passkey to a Unit for use in emergency situations or for access to repair or maintain common elements. Should a Unit Owner change locks, a key should be provided to the Management Company.
11. No Unit may be rented for a period of less than six months, and only the entire Unit may be rented. Owners shall provide copies of all leases to the Board of Trustees and shall present lessee with a copy of the Rules and Regulations.

II. USE OF COMMON AREAS AND COMMON FACILITIES OF THE CONDOMINIUM

1. No smoking is permitted in any common areas or inside of Units with the sole exception of the residents' Units specifically exempted by grandfathering and then only until the Grandfathered Individual no longer resides in the Grandfathered Unit.
2. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.
3. Nothing shall be hung from the windows, terraces or balconies, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from on any the windows, doors, terraces or balconies. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on the common areas or common facilities of the Condominium. No accumulation of rubbish, debris or unsightly materials will be permitted in the common areas, shall common areas or facilities be used for the general storage of personal property except in designated areas.
4. Other than chairs, benches, tables, and similar furnishings actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on terraces, patios, and appurtenances except with the approval of the Trustees. Care must be taken to prevent any such items placed on exterior terraces or patios from becoming windblown or from damaging any other part of the Condominium. The Trustees or their

designated agent shall be provided with access to the premises for inspection of such exterior furnishings in order to ensure their safe use.

5. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner or by his family, his tenants, servants, employees or visitors by their willful or negligent use, misuse or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefore.
6. Non-resident owners of an occupied Unit and non-owner employees of commercial Units are prohibited from using Condominium amenities, including, but not limited to: the pool/spa, lobby, saunas, locker room facilities, and the fitness center.

III. ACTIONS OF THE UNIT OWNERS

1. No noxious or offensive activities including the creation of noise, odor, or vibration, shall be carried on in any Unit, or in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, his tenants, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of the other Unit Owners.
2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Cambridge and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.
3. Unit Owners shall be held responsible for the actions of their family members, tenants, licensees, occupants, guests and invitees.

IV. INSURANCE

1. Nothing shall be done or kept that will increase the rate of insurance on any of the buildings, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas or common facilities that will result in the cancellation of insurance on any of the buildings, or contents thereof, or that would be in violation of any law.

2. Unit owners should obtain their own homeowners coverage for their units and personal possessions. An H0-6 policy is the recommended policy for condominium owners to augment the master policy of the building. Since the master policy has a deductible of \$25,000 per occurrence, you should confirm that you have coverage of at least \$25,000 under "Coverage A - Dwelling" on your personal insurance policy.
3. In the event of property damage to a unit or units, the Trust is not responsible for the payment of the Master Insurance Policy deductible but rather the unit owner or unit owners suffering the damage shall be responsible for the Master Insurance Policy deductible. Without a H0-6 policy, the owner would be responsible for covering his/her portion of the master deductible out of pocket.
4. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon any building of the Condominium or the property contained therein.
5. Any fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust should be promptly reported to the Trustees immediately following the occurrence thereof.

V. MOTOR VEHICLES

1. Except for parking spaces contained in Unit G the parking areas shall be used only for duly registered passenger automobiles or motorcycles (no more than 1 car or 2 motorcycles per space), specifically excluding trailers, boats and commercial vehicles unless these are on the premises for business purposes.

VI. GENERAL

1. No part of the common areas or common facilities of the Condominium shall be used for any purpose other than the purposes for which such part was designated or intended.
2. Common Fee Payment: Condominium Fees and related charges are due and payable the first (1st) of each month. All Units with balances outstanding as of the fifteenth (15th) of each month will be charged a late fee. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.

VII. ADMINISTRATION

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by the Trustees.
2. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
3. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and Trustees accept no responsibility for any payment made to unauthorized persons. Unit owners must supply the management company with accurate and current contact information (mailing address, and preferably in addition a phone number and/or email address).
4. These rules and regulations may, from time to time, be amended, modified, rescinded or otherwise changed by the Trustees; however, a Unit Owner shall not be bound by such amendment, modification or change until said Unit Owner has notice of such change. For purposes thereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

VIII. FINES

Fines: The Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, Declaration of Trust, By-Laws and Rules and Regulations (collectively "governing documents") governing the conduct of the Unit Owners, family members, residents, tenants invitees, and persons for whom they are responsible.

Each day a violation continues after notice shall be considered a separate violation. Violations that endanger the health, safety and welfare of others and/or pose a substantial threat to property shall be subject to such additional fines in amounts as the Trustees in their sole 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). If any expense is incurred by the Board as a result of a Unit Owners failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his/her family members, tenants, or invitees the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense.

UNIT IMPROVEMENTS / 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.
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.
23. 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.

BAY SQUARE CONDOMINIUM POOL RULES

1. While using the pool and pool areas, each Unit Owner and/or resident assumes full responsibility for his or her own safety and actions and those of any associated family, guests, agents, employees, licensees or lessees. Adults accompanying children are responsible for making sure that children obey the pool rules.

2.a. The pool and patio areas may be used only by the residents of Bay Square and their guests. Each resident will be allowed to bring into the pool area no more than two (2) guests per Unit at any one time. The guests must be accompanied by a resident 18 years of age or older. Pool Hours are from 7 AM to 11 PM 7 days a week.

2.b. A resident may request an exception for the 2 person limit on the number of guests, up to a maximum of four, including adults and children. Exceptions will only be allowed on workdays (not weekends or holidays). Permission must be sought at least two (2) business days before the date for which the exception is requested.

All requests must be made in writing (including by email) to the property manager. All requests will be reviewed on a case-by-case basis. Remember that if guest limits are exceeded, management reserves the right to revoke pool privileges, and may impose fines for repeat offenses.

3. Regarding children:

- a. No children under the age of 16 are allowed in the pool area unless accompanied by a resident 18 years of age or older. No children under the age of 14 are allowed in the spa/hot tub unless an adult accompanies them into the spa.
- b. All children under three years of age – or not toilet trained – must wear rubber pants or swim diapers in the pool and in the patio areas. Parents will be charged for the expense of any pool closure or pool cleaning mandated in the event of an “accident.”
- c. If children cannot swim, one parent or guardian must be in the pool with them at all times.
- d. No children under 18 months shall be allowed in the spa/hot tub, and parents should consult a physician about allowing other children in the hot tub.

4. Flotation devices are allowed only for physical therapy or learning to swim, and must be removed from the pool and pool area when not actively used. No other equipment of any kind, such as floats, balls, rafts, or tubes, is allowed in the pool or patio areas.

5. No diving, jumping, splashing, running, boisterous conduct, skating, ball playing,

or similar activities are allowed in the pool and patio areas.

6. No animals except service animals are allowed in the pool or patio areas; animals are not allowed into the water.

7. No Condominium Association tables, chairs, lounges, or other furniture or equipment may be removed from the pool or patio areas at any time.

8. All persons using the pool must first shower or bathe. Body oils and body lotions should be showered off before entering the pool or spa.

9. Do not use the pool or spa if you have any illness that may be contagious through contact, open wounds, or inability to control bodily discharges.

10. No glass or glass containers, ceramic or porcelain crockery, or other breakable or dangerous materials or objects may be brought into the pool or patio areas at any time. No eating or drinking is permitted while in the pool. Any food and drink brought into the pool or patio areas must be disposed of properly. Any spilled liquids, especially juices, must be cleaned promptly as they may stain the pool deck or patio.

11. Be respectful of your neighbors and avoid excessive noise. No cell phone conversations are allowed in the pool area; if you receive a call, please take it elsewhere.

12. Smoking is not allowed in the pool, patio, or health club areas. No person under the influence of alcohol or drugs is allowed in the pool area.

13. All persons using radios, MP3 players, or other audio devices in the pool or patio areas must use headphones. The volume must be low enough so as not to disturb others.

14. Other than for a very short absence, all belongings must be removed from the pool and patio areas when leaving the premises.

15. The pool and spa must not be used during thunderstorms.

Management reserves the right to refuse admittance or request anyone not in compliance with the rules to leave the pool area. Fines may be imposed for repeat violations.

SPECIAL RULES FOR THE SPA/HOT TUB:

1. No children under the age of 14 are allowed in the spa/hot tub unless an adult

accompanies them into the spa.

2. It is not advisable for a single bather to use the spa when there is no one else in the pool area.

3. The spa must not be used if the water temperature exceeds 104°F.

4. The spa must not be used by persons under the influence of alcohol, narcotics, hypnotics, stimulants, or tranquilizers, antihistamines, anticoagulants, vasoconstrictors, or vasodilators.

5. The spa should not be used by elderly persons or pregnant women or persons suffering from heart disease, diabetes, high or low blood pressure without prior consultation with their physician and the physician's agreement.

6. Long exposure in the spa may cause nausea, dizziness, or fainting. Therefore, stay in the spa for short periods only (e.g., 10 minutes), then shower and cool down before using the spa again for a short period.

7. Body oils and lotions should be showered off before entering the pool or spa.

Bay Square Condominium

WELCOME PACKAGE ACKNOWLEDGEMENT FORM

IMPORTANT: Please return a completed hard copy or digital version of the forms in bold below as soon as possible.

- **Owner Contact Form**
- **Permission To Sign Form (allows concierge staff to sign for packages, letters, etc.)**
- **Key Release Agreement Form**
- Permanent & Temporary Guest Authorization Form (please return if applicable)
- Patio Reservation Form
- Complaint Form

The package also includes the following:

- General Bay Square Reminders
- Non-Smoking Building Memo
- Move In / Out Regulations
- No Guest Parking
- Pool Rules
- Handling Trash and Recyclables
- Intercom and Garage Door Instructions
- The complete recorded Rules and Regulations of Bay Square

I understand that I am fully responsible for adhering to all rules and regulations as set forth in this welcome package and the Bay Square Master Deed, Declaration of Trust and Rules and Regulations.

Please note that the Trustees of Bay Square Condominium, their managing agent, servants, employees, officers and directors shall not be liable or held responsible for any loss or damage to property or person arising from any of the authorizations, and said parties shall be indemnified and held harmless from any and all loss, liability, cost, damage and expense arising therefrom. The staff will not sign for anything needing a signature unless we have written permission from said resident stating some or all items to be signed for.

I hereby acknowledge that I have received and will read the Bay Square Condominium Welcome Package.

Signed,

Owner/Renter 1

Owner/Renter 2

Print - Owner/Renter 1

Print - Owner/Renter 2

Date

Date

Please Return Completed Acknowledgement to the Concierge Desk

Bay Square Contact Information Form

Please mail completed form to Concierge Desk, or email to BaySquare@thayerassociates.com

Unit #:

Owner Contact Information

First Name:

Last Name:

E-mail Address:

Home Phone:

Primary (Preferred) Phone:

Mobile (Text/SMS) Phone:

Home

Work

Mobile

Preferred Contact Method:

Work Phone:

Email

Primary Phone

Text (SMS)

Emergency Contact:

Other Owners/Residents

Person #2 Category

Owner

Tenant

Other

First Name

Last Name

E-mail Address

Home Phone

Primary (Preferred) Phone

Mobile (Text/SMS) Phone

Home

Work

Mobile

Preferred Contact Method

Work Phone

Email

Primary Phone

Text (SMS)

Person #3 Category

Owner

Tenant

Other

First Name

Last Name

E-mail Address

Home Phone

Primary (Preferred) Phone

Mobile (Text/SMS) Phone

Home

Work

Mobile

Preferred Contact Method

Work Phone

Email

Primary Phone

Text (SMS)

Person #4 Category

Owner

Tenant

Other

First Name

Last Name

E-mail Address

Home Phone

Primary (Preferred) Phone

Mobile (Text/SMS) Phone

Home

Work

Mobile

Preferred Contact Method

Work Phone

Email

Primary Phone

Text (SMS)

Resident Automobile Information:

Make/Model/Color of Vehicle #1

Plate 1 (Registration) #:

Parking Space 1 #:

Make/Model/Color of Vehicle #2

Plate 2 (Registration) #:

Parking Space 2 #:

Make/Model/Color of Vehicle #3

Plate 3 (Registration) #:

Parking Space 3 #:

BAY SQUARE CONDOMINIUM

PERMISSION TO SIGN FORM

(for packages, deliveries, etc.)

Please complete the following form if you wish the concierge or supervisor to sign for any packages, letters (certified or registered) or other items or deliveries requiring a signature.

The staff will not sign for items needing a signature unless we have written permission from a resident allowing this practice.

Packages should ordinarily be claimed within five (5) days. If you will be away and require more than five days to pick up your packages, please notify the front desk. Management reserves the right to return unclaimed packages to the sender.

By signing below, you grant permission for the concierge / supervisor to sign for any and all packages, letters (certified or registered), or any other items needing a signature.

I/We understand and agree that the Trustees of Bay Square Condominium, their managing agent, servants, employees, officers and directors shall not be liable or held responsible for any loss or damage to property or person arising from this authorization and hereby agree to indemnify and hold harmless said parties from any and all loss, liability, cost, damage and expense arising therefrom.

Unit #: _____

Resident Signature

Printed Name

Date

Resident Signature

Printed Name

Date

Witness Signature

Printed Name

Date

BAY SQUARE CONDOMINIUM

KEY RELEASE AGREEMENT FORM

Resident Name: _____ Unit #: _____

Resident Email: _____ Phone #: _____

I have voluntarily turned over the keys to the above unit at Bay Square Condominium to the concierge, superintendent, or other personnel, hereafter referred to as the "Bay Square Condominium Management" or "Management" for the following use:

PERMANENT USE:

I voluntarily give my keys to the Bay Square Condominium Management on a permanent basis.

Please sign below to authorize permanent use until revoked.

Print Resident Name Signature of Resident Date

TEMPORARY USE:

My keys are being voluntarily given to the Bay Square Condominium Management for the following period:

From date: _____ To date: _____

I understand that I am expected to claim my keys at the end of this period and that no attempt to return these keys will be made by Management.

I further understand and agree that the Trustees of Bay Square Condominium, their managing agent, servants, employees, officers and directors shall not be liable or held responsible for any loss or damage to property or person arising from the acceptance, use or possession of these keys and I hereby agree to indemnify and hold harmless said parties from any and all loss, liability, cost, damage and expense arising there from.

I further understand that no member of the Bay Square Condominium staff shall be required to accompany a visitor or service personnel to my unit.

Print Resident Name Signature of Resident Date

BAY SQUARE CONDOMINIUM

PERMANENT & TEMPORARY GUEST AUTHORIZATION FORM

PERMANENT GUEST AUTHORIZATION

Resident Name(s): _____ Unit #: _____

Please allow the following guest(s) to enter my unit at any time:

Name(s):	Relationship (your answer is optional) (e.g., friend, relative, housecleaner, etc.):
----------	---

1. _____	_____
----------	-------

2. _____	_____
----------	-------

3. _____	_____
----------	-------

4. _____	_____
----------	-------

Approved by: _____ Date: _____

Print Resident Name

Signature of Resident

TEMPORARY GUEST AUTHORIZATION

Please allow the following guest(s) to enter my unit on the specific dates indicated:

Name(s):	Inclusive Dates: (e.g., friend, relative, housecleaner, etc.):
----------	---

1 _____	_____ to _____
---------	----------------

2 _____	_____ to _____
---------	----------------

3 _____	_____ to _____
---------	----------------

4 _____	_____ to _____
---------	----------------

Approved by: _____ Date: _____

Print Resident Name

Signature of Resident

PLEASE NOTE: Concierge and staff members are not authorized to escort guests to your unit or to unlock or open any unit doors.

BAY SQUARE CONDOMINIUM

PATIO RESERVATION FORM

Reservation of the patio area requires the prior approval of the Board of Trustees; the request form must be submitted to the concierge staff or emailed to the building manager at least 10 days in advance.

Reservations of the patio are limited to no longer than a 4 hour long period unless otherwise approved by the Board. Gatherings must end by 9 PM on Sunday through Thursday, and by 10 PM on Friday and Saturday. In the event of inclement weather, the lobby CANNOT be used as a substitute location.

The gathering must not include more than 25 people.

Any reservation of the patio does NOT include the pool area.

The usual patio rules for eating and drinking apply - no glass or crockery allowed, and spills should be cleaned promptly.

The patio may not be used for any business or commercial uses. Sales and giveaways are prohibited.

ALL setup and cleanup are the responsibility of the reserving unit - NOT the superintendent. Cleanup should begin immediately after the end of your reserved time slot and conclude promptly.

Above all, please be respectful of your neighbors and keep all noise to a reasonable level. Music is not ordinarily allowed on the patio, so If any is used, be sure that the volume is low enough to avoid disturbing your neighbors. Any requests for a reduction in the noise level must be respected.

Reservation Date: _____

Reservation Time: _____

Expected number of people attending (including your unit's attendees): _____

Brief description of event: _____

Your name/s: _____

Date of this request: _____

Unit #: _____

Contact phone number/s: _____

Contact email: _____

BAY SQUARE CONDOMINIUM

COMPLAINT FORM

Your Name: _____ Unit #: _____

Date: _____

Complaint concerns Resident Guest Building Grounds Noise Pet Other

If this regards a resident, please provide:

Name: _____ Unit #: _____

Details (please include relevant dates and times):

What if any action have you taken, and when:

[Below For Bay Square Board/Management Use Only]

Complaint made by: Owner Renter

Complaint concerns: Resident Guest Building Grounds Noise Pet Other

If a guest, is the unit they were visiting known? Yes No Unit #: _____

Date referred to the Board: _____

Date first letter sent to unit owner/renter: _____

Rules violation: Yes No

Fine Imposed: Yes No If Yes, amount of fine: \$ _____

Hearing Requested: Yes No If Yes, date of hearing: _____

Management Company/Board Comments:

Bay Square Whalen Unit Loaner Program

PROGRAM DESCRIPTION: In-condominium Whalen and other brand heating and cooling appliances are the property of condominium owners. The operability, maintenance and replacement of these units are the responsibility of the condominium owner. However, Bay Square maintains a limited supply of spare units that can be rented on a temporary emergency basis for a period of up to eight weeks to allow the owner time to repair or replace his/her heating and cooling unit.

Should a condominium owner's heating and cooling pump fail, Bay Square Condominium will provide a temporary replacement unit to the condominium owner under the following terms:

1. The Bay Square rental cooling and heating unit will be installed at the owner's expense by a service representative of HVAC vendor under contract by the association.
2. Upon installation of this loaner unit, the condominium owner will be assessed \$30.00 per week for every full week that the loaner is installed. Thayer Associates will assess this fee to the owner's account ledger and the charge will appear on the monthly assessment statement.
3. When the condominium owner's original heating and cooling unit is repaired or replaced, or at the end of the eight-week loan period, the building superintendent will be granted access to remove the loaner unit.
4. Loaner units will be made available for a maximum of eight weeks from the time they are installed and must be returned at that time unless another date is negotiated between the condominium owner and Thayer's management agent in advance.

Condo Owners Name: _____

Condo Owner's Unit Number: _____

Loaner Whalen Unit Serial Number: _____

Anticipated Date for repair or replacement of unit: _____

Date of loaner unit installation: _____ 8-week return date: _____

I agree to the terms specified above.

Unit Owner's Signature: _____

Date: _____

Policy approved by the Bay Square Board of Trustees (Oct. 17, 2017)

Bay Square Condominium

Webpass Installation Policy

Routine installation of Wepass internet service should use the existing telephone wiring that currently extends to each unit. In order to avoid damage to common areas and/or to prevent a proliferation of unsightly access ports throughout the condominium building, the board of trustees prohibits the installation of ethernet cable from the main utility/telephone closets on each floor directly to individual residential condominium units.

The following units are exempted from this policy because their proximity to the utility closets and/or because existing utility portals make installation to these units possible without alterations to the common area: Units 101, 104, 105, 106, 1-C, 2-C, 3-C, 201, 301, 401, 415, 501, 601 and all penthouse units.

Owners of exempted units who want to connect directly to utility closets must first request permission of the Board of Trustees and agree to the following stipulations:

- The newly installed internet cable passing through the common space and terminating in the telephone closet becomes the property of the Bay Square Condominium Trust, which reserves the right to disconnect or replace this wire at any time should we need to repair or upgrade the condominium's wiring or utility closet facilities.
- The unit owner is responsible for the cost of repairing or replacing the wire should it malfunction or should he or she decide to replace it.

Policy approved by the Bay Square Board of Trustees Sept. 18, 2017

ADMINISTRATIVE RULES AND REGULATIONS, FINES

Residents and owners of Bay Square Condominium Trust are governed by the rules and regulations contained in the documents of the Trust, namely the Master Deed, the Trust and By-laws, and individual Unit Deeds. As provided in these documents, the Trustees may from time to time adopt administrative rules that are consistent with the Master Deed and other documents of the Trust that govern the details of the operation and use of the common areas and individual units. Such rules are adopted for the comfort, convenience and safety of all members of the Trust and to maintain the value of the property of the Trust and that of individual members.

It is the responsibility of the Trustees to ensure that all members of the Association uphold the rules and regulations of Bay Square Condominium Trust. They primarily rely on the good citizenship and good will of all residents to abide by the rules of the Trust. In those cases where any unit owner (or whose tenants, guests, invitees, agents, employees, visitors and vendors) fail to comply, it is within the power of the Trustees to levy and collect fines for rules violations.

The following are some examples of fines:

1. Noise Issues
2. Nuisance Issues
3. Smoking Issues
4. Parking Violations
5. Pool Violations
6. Trash Violations
7. Common Area Damage

Fines are levied according to the following schedule:

1st offense	Warning
2nd offense	\$ 75.00
3rd and subsequent offenses	\$150.00 or higher*

Each day a violation exists constitutes a separate violation.

*The board reserves the right to assess higher fines if a matter is egregious. These fines may be in excess of \$500 to \$1,500 and fines may be progressive if the matter persists. The board may elect to seek legal counsel regarding these matters and all legal costs will be assessed back to you as the owner. When such fines are levied, they become the personal obligation of the owner and also constitute a lien against the property.

Bay Square Reminders on Proper Drain and Plumbing Care

Kitchen sinks: Heavy food product and excessive grease will cause slow draining and total blockage of a disposal and the kitchen sink plumbing stack. This can lead to backups in units below causing flooding. Please do not dispose of grease, rice or egg shells down the drain.

Shower/tubs: should have a strainer or hair guard to keep build up from forming; excessive hair accumulation in the drain can cause flooding in other units.

Toilet: Toilet paper should be the only thing flushed. Heavy paper product and sanitary products will not break down in water and will cause a partial or complete blockage of the sanitary line. Dental floss may also get caught and block the line. Flushable wipes are not completely safe in older buildings and can cause a backup as well.

Bay Square Key Fob Request Form

Please fill out the section below to request your key fobs. Blue keys can be exchanged for fobs at no cost. Any additional fobs will cost \$25.00 each. Key fobs can only be exchanged for/purchased by owners and tenants residing at Bay Square Condominiums. Please make checks payable to Bay Square Condo Trust. There is a limit of 5 fobs per unit.

Print Name: _____ Date: _____

Unit #: _____

of Key Fobs Requested _____

of Blue Keys Returned _____

Payment due (If any) _____

This section to be complete by the front desk

Fob # 1

ID Number: _____

Fob # 2

ID Number: _____

Fob # 3

ID Number: _____

Fob # 4

ID Number: _____

Fob # 5

ID Number: _____

Payment Received: Yes No

~ Limited Access Key Fobs ~

***** If you would like to request a fob that is programed to only open certain doors or be usable only on certain days, you can customize the access of a requested fob. Some residents may wish to do this for guests, nannies, or other reasons. Please contact Michelle Collins to discuss the access you wish to assign your fob. *****

Bay Square Condominiums

950 Massachusetts Ave, Cambridge, MA. 02139

GARAGE REMOTE REQUEST FORM

The cost of the garage remotes are \$40.00 per remote.

Please complete all sections of this form.

Completed forms can be submitted to the Bay Square Concierge Desk.

Please make checks payable to Bay Square Condominium Trust.

Unit Number: _____

Garage Remote quantity: _____

Total Charge: \$ _____

Resident Name- Please Print

Resident Signature

If remote is lost or stolen the cost for a replacement is \$40.00