

## **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 compacter 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 of 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 (1<sup>st</sup>) of each month. All Units with balances outstanding as of the fifteenth (15<sup>th</sup>) 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.

Reserved for Registry Use

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**BAY SQUARE CONDOMINIUM TRUST  
AMENDMENT TO THE RULES AND REGULATIONS**

Reference is hereby made to a Declaration of Trust dated March 15, 1989 and recorded on March 20, 1989 with the Middlesex South Registry of Deeds (hereinafter, "Registry") in Book 19708, Page 513, as amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Bay Square Condominium Trust, the organization of Unit Owners of the Bay Square Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated March 15, 1989 and recorded on March 20, 1989 with said Registry in Book 19708, Page 491, as amended.

We, the undersigned, being a majority of the Board of Trustees of the Bay Square Condominium Trust do hereby certify that the Board of Trustees has, in accordance with Section 5.6 of said Declaration of Trust, amended the Rules and Regulations by the adopting the following policy:

**No electric bike, electric scooter, hoverboard, electric skateboard, or similar device or non-automobile vehicle containing lithium-ion batteries may be used, charged, or stored anywhere inside of Units. No regular bikes may be stored or used anywhere inside of Units.**

**Regular bikes may be stored within the designated bike rooms onsite.**

**Electric bikes, electric scooters, hoverboards, electric skateboards, or similar devices or non-automobile vehicles containing lithium-ion batteries must be stored in the Lower Garage Small Bike Room.**

In all other respects, the Rules and Regulations, as amended from time to time, is hereby ratified and affirmed.

**[SIGNATURES ON FOLLOWING PAGE.]**

WITNESS our hands and seal this 20 day of September, 2024

MAJORITY OF THE BOARD  
OF TRUSTEES OF THE BAY  
SQUARE CONDOMINIUM TRUST  
AND NOT INDIVIDUALLY

Aleksander G. Bokelja  
Catalina Bokelja Trustee

Perry Weiss  
Perry Weiss, Trustee

100 am  
+ 3 =

Claudia Giraldo, Trustee

, Trustee

## COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 20 day of September, 2024, before me, the undersigned notary public, personally appeared Catalina Arredondo, Pam Weiss, Claudia Gralbo 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 person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of Bay Square Condominium Trust.

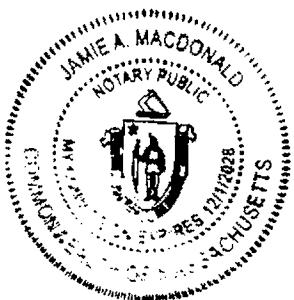
Notary Public

### My Commission Expires:

Print Notary Public's Name: Tania A. Ma

Print Notary Public's Name. Jacqueline A. Macdonald  
Qualified in the Comm. of Mass.

Qualified in the Comm. of Mass.



## **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.