

AP

THE 37 BEACON ST. CONDOMINIUM TRUST
(See Book 11233, Page 307)



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We the undersigned, being a majority of the Board of Trustees of the 37 Beacon St. Condominium Trust u/d/t dated October 31, 1984 and recorded with the Suffolk Registry of Deeds in Book 11233, Page 307, which Trust is the organization of Unit Owners of the 37 Beacon St. Condominium, a condominium established pursuant to General Laws Chapter 183A by the recording of a Master Deed with the Suffolk Registry of Deeds in Book 11233, Page 241, and confirmed by Confirmatory Master Deed recorded with the Suffolk County Registry of Deeds in Book 12010 at Page 259, do hereby certify that, in accordance with Article V Section 5.6 of said Trust, at a meeting of the Board held on December 10, 2012, due notice of time and place having been given to all those entitled thereto and a quorum having been obtained, the Board voted to adopt the Rules and Regulations attached hereto effective as of February 15, 2013.

These Rules and Regulations supersede and supplant those adopted prior hereto.

MAJORITY OF THE TRUSTEES
OF THE 37 BEACON ST.
CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

The mailing address for the
Trust is:
The 37 Beacon St. Condominium Trust
c/o Katherine Judge, Trustee
37 Beacon Street, Unit 33
Boston, MA 02108

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Katherine Judge
(Katherine Judge, Trustee

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Martha Stuart
Martha Stuart, Trustee

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Patricia Stoehr
(Patricia Stoehr, Trustee

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Carol Geyer
(Carol Geyer, Trustee

Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds

COMMONWEALTH OF MASSACHUSETTS

Sutok, ss.

On this 15th day of January, 2013, before me, the undersigned notary public, personally appeared Katherine Judge, Martha Stuart, Patricia Stoehr Carol A Geyer, 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/them voluntarily for its stated purpose, as Trustees of the 37 Beacon St. Condominium Trust.

Stephanie Biggs
Notary Public
Print Notary Public's Name Stephanie Biggs
My Commission Expires April 30, 2015
Qualified in the Commonwealth of Massachusetts

Ellen A. Shapiro, Esq.
Goodman, Shapiro & Lombardi, LLC
3 Allied Drive, Suite 107
Dedham, MA 02026

37 Beacon Street Condominium Trust

RULES AND REGULATIONS of the CONDOMINIUM TRUST

37 BEACON ST. CONDOMINIUM, (the 'Condominium') in Boston, Massachusetts, has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of 37 BEACON ST. CONDOMINIUM TRUST (the 'Trustees') responsible for the administration, operation and maintenance of the Condominium Association, have adopted the Rules and Regulations set forth below. These Rules and Regulations supersede and supplant those adopted prior hereto. It is important to note that these Rules and Regulations must be read and observed in conjunction with all of the provisions of the Master Deed and Declaration of Trust, both as amended from time to time, in particular but not limited to Paragraphs (8) and (9) of the Master Deed. The Master Deed, the Declaration of Trust, and the Rules and Regulations and all amendments thereto together comprise the governing documents of the Condominium Trust.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents except that whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term 'Unit Owner' as defined in the Master Deed, and in addition (when the concept permits), shall include all family members, guests and invitees thereof, and any occupants of Units in the Condominium including tenants.

The Rules and Regulations are intended to satisfy the interests of the majority of the Unit Owners of the Condominium and to enhance the experience of all persons living in the Condominium. It is the responsibility of the Trustees to maintain adherence to the Rules and Regulations.

- (1) **No Obstruction of Common Elements.** Unit Owners shall not cause obstruction of the Common Elements except for storage in any assigned storage bins by those so entitled or as the Trustees may in specific instances expressly authorize and permit.
- (2) **Nameplates.** Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
- (3) **Signs, Feeders, and Decorations.** No signage or decorations may be placed in windows that may be seen from outside the Unit, including, by way of example and not in limitation, "For Rent" or "For Sale" signs or bird feeders. [See also Master Deed: 9.B]
- (4) **Radios, Televisions, Phonographs, Musical Instruments.** The volume of television sets, radios, phonographs, musical instruments, and the like shall be turned down between 11 P.M. and 8 A.M. local time, and shall, at all times, be kept at a sound level which will not cause undue disturbance or annoyance to the occupants of neighboring Units.
- (5) **Laundry.** No Unit Owner shall hang laundry including, but without limitation, clothes, sheets, rugs, drapes, or the like out of a Unit or window or door of any such Unit.

(6) In-Unit Clothes Washer/Dryer. Clothes washer and dryer machines may be installed in individual units subject to the following terms and conditions:

- (a) The Unit Owner for any Unit in which a washer/dryer has been installed shall be solely responsible for all costs and expenses including, but without limitation, attorney's fees and costs of collection, for any and all damages to any Unit or to any Common Element as may be caused by the washer/dryer, including, but without limitation, damage caused by water leaks.
- (b) Any washer installed in a Unit must contain built-in fault indicators and a spill tray.
- (c) Any dryer installed must be a "ventless" machine, such that no outside venting of the machine would be required.
- (d) Burst resistant hoses are required for any washer installed in a Unit. Hoses must be replaced on a regular basis in accordance with generally accepted standards, and any Unit Owner with a washer in a Unit shall provide evidence to the Trustees of compliance.
- (e) Prior to installation, the Unit Owner must notify the Trustees of his intent to install a clothes washer/dryer so that the Trustees shall have the opportunity to review the plans and specifications for the installation to ensure compliance with the Condominium Master Deed, and the Trustees shall have the right to designate the utility stacks that must be utilized for the washer/dryer to be installed.
- (f) Following installation, the Trustees shall have the opportunity to cause the installation work to be inspected by qualified professionals to ensure compliance with the foregoing and with the Condominium Documents. All costs for such professionals shall be borne by the Unit Owner installing the washer/dryer.

(7) Abuse of Condominium Systems. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems of the Condominium, caused by misuse of those systems by such Unit Owner.

(8) No Offensive Activity. No Unit Owner or tenant shall make or permit any disturbing noises by himself, his pets, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons or pets that will interfere with the rights, comforts, or convenience of other Unit Owners.

(9) Pets. Unit Owner occupants may keep common household pets, such as dogs and cats, in a Unit unless prohibited by the Trustees as hereinafter described. Non-Owner occupants may not keep common household pets in a Unit unless first consented to by the Trustees [See also Master Deed: 8.B.4]. The Unit Owner assumes full liability for all damage to all persons or property, and to the Condominium Trust, caused by the pet. The Unit Owner also assumes full liability for all damages to all persons or property and to the Condominium Trust caused by any pet that is kept by their tenant whether or not that tenant has received the required consent from the Trustees to keep such pet. In no event shall dogs be permitted in any part of the Common Elements unless under leash. Dogs are strictly prohibited on the roof deck and in the back courtyard at all times. No pet

shall be allowed to urinate or make a bowel movement in any Common Element including, but without limitation, any landscaped area. All dogs must be licensed by the proper authorities, and the owner is responsible for getting all pets properly and fully inoculated. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet or animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting of which at least three days' written notice thereof has been given to the Unit Owner responsible for said pet, and the opportunity at the Trustees' meeting for the Unit Owner responsible for the pet to be heard.

(10) **Storage.** All items of Unit Owners and personal property, effects, and other items of Unit Owners and tenants, guests, invitees and licensees claiming by, through, or under said Unit Owner may be kept and stored in their Units or in their assigned basement storage unit at the sole risk and hazard of said Unit Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes, or other pipes, by theft or from other causes, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged or to be borne by the Condominium Trust.

(11) **Repair and Condition.** Each Unit Owner shall keep those portions of the Common Elements of which he has the exclusive use in a good state or preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance.

(12) **Equipment Compliance.** All radio, television, computer, electrical equipment, or other equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, computer, or other electrical equipment in such Unit.

(13) **Hazardous Materials.** No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Unit (including individual storage units) or any portion of the Common Elements or the buildings any gasoline, kerosene, or other flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting, cleaning and other fluids, materials, chemicals and substances as are customarily incidental to residential use.

(14) **Late Payment of Condominium Fees.** All condominium charges, including any and all assessed fees, are due the first of the month. If an outstanding balance exists on the Unit after the 15th of the month, the Unit will be assessed a \$25 late charge. Any account that is sixty (60) days in arrears will be forwarded to an attorney for collection with all associated legal fees assessed to and the responsibility of the Unit Owner.

(15) **Ivy.** All Unit Owners and their tenants are individually responsible for keeping the ivy and creeper in the building's exterior trimmed around the windows of their Units. No ivy or creeper shall be permitted to sucker

onto the painted surfaces of window frames. Any cost incurred to correct damage to the integrity of the building caused by failure to remove the ivy or creeper shall be the sole responsibility of the Unit Owner.

(16) Roof Deck Regulations. In order that all Unit Owners shall enjoy this Common Element to the maximum, all Unit Owners, tenants and guests shall comply with the following:

- (a) Grilling is strictly prohibited in all Common Elements including the roof deck and back courtyard.
- (b) Open flames of any kind including, but without limitation, candles are strictly prohibited in all Common Elements including the roof deck and back courtyard.
- (c) Smoking in the Condominium, including on the roof deck, is strictly prohibited.
- (d) Dispose of all trash properly including, but without limitation, all wine and beer bottles, food wrappings, paper plates and utensils, newspapers and magazines, etc. A trash barrel is provided. In the event that the trash barrel is full, all Unit Owners and their tenants must dispose of trash on floor on which their Unit is located.
- (e) Keep noise on the roof deck to a level that will not cause undue disturbance or annoyance to other Unit Owners or tenants in the building and neighbors in adjoining buildings. This attentiveness extends to approaching and leaving the roof deck quietly, as well as using the roof deck at appropriate times of the day.
- (f) When leaving the roof deck, Unit Owners and guests shall ensure no one remains on the roof deck and then bolt the door to avoid compromising the building's security.
- (g) All Unit Owners share the right of access to the roof deck. Should a Unit Owner or tenant wish to give a private party on the deck, please contact the current representative of the building management services company to make a reservation. This reservation does not constitute the right to exclude other Unit Owners from the deck during the party. Trustees retain the right to deny a reservation for a party being made on specific dates during the year such as July 4 and Memorial Day.
- (h) Dogs are not allowed on the roof deck at any time.

(17) Regulations Governing Construction. Changes and alterations may be made to individual Units. Any work done to a Unit must meet following regulations:

- (a) The Unit Owner shall notify the Trustees of all work with a value greater than that indicated in the Declaration of Trust Section 5.8.5 as amended.
- (b) All work shall be performed between the hours of 8:00 am and 5:00 pm local time, Monday through Friday, except as may be specifically authorized by the Trustees upon request.
- (c) All work shall be undertaken in such a manner and equipment utilized so as to minimize the creation of noise.

- (d) The contractor's personnel are permitted to use the elevator for access to the work site, minimizing at all times inconvenience to other Unit Owners and occupants. Deliveries of material and equipment shall be made between the hours of 8:00 am and 5:00 pm. local time. When used for these purposes, the elevator including walls and carpets shall be properly protected with appropriate padding and like material. These materials must be removed and stored at the end of any day on which they are used.
- (e) All Common Elements leading to the Unit shall be cleaned daily and refuse removed there from.
- (f) To minimize wear-and-tear, a gravity chute may be installed for the removal of construction debris, providing it conforms to local safety and insurance regulations and its "landing areas" are cleaned up and secured at the end of each day's work. Approval by the Trustees must be obtained prior to the installation of such chute.
- (g) Those performing and/or associated with the work shall keep all Common Elements unimpeded and Condominium entrances free from blockage. Parking of vehicles on Common Elements and use of Condominium entrances shall be approved by and coordinated with the Trustees in advance.
- (h) All work shall be completed within a reasonable period of time.
- (i) All work is at the sole cost and expense of the Unit Owner.
- (j) All work shall be performed in a good and workmanlike manner to a standard at least equal to existing construction and in compliance with all applicable governmental laws, ordinances, codes, rules, and regulations.
- (j) All necessary permits are obtained for such alterations, modifications, and improvements – such as building, plumbing, and electrical permits – and copies thereof provided to the Trustees prior to the commencement of work together with such plans as are submitted for said permits. [See also Master Deed 15.D]
- (k) All contractors performing any work as part of the additions, alterations, and improvements shall be insured for liability for damage to persons and property in a minimum sum of \$1,000,000.00, and certificates evidencing the same shall be provided to the Trustees prior to the commencement of work naming the Trust as an additional insured. Additionally, the satisfactory evidence of workers' compensation/employer's liability insurance shall be provided to the Trustees. [See also Master Deed 15.D]
- (l) Completion certificates upon all permitted work shall be provided to the Trustees. [See also Master Deed 15.D]
- (m) All work shall be performed in a good and workmanlike manner to a standard at least equal to existing construction and in compliance with all applicable governmental laws, ordinances, codes, rules, and regulations.

- (n) To the extent the alterations, regardless of cost, additions and/or improvements shall involve any Building system, such as the electrical or plumbing system, the Unit Owner shall provide the Trustees with a certification of a licensed tradesman in the applicable trade that the subject system is adequate for the intended use and will not be overburdened. Such certification shall state that the Trustees are entitled to rely thereon. Should such not be the case, the Unit Owner shall, at the Unit Owner's sole cost, make such modifications, additions and/or improvements as are necessary.
 - (o) All structural work, regardless of cost, shall, before being undertaken and upon completion, be certified to the Trust by a structural engineer holding a professional engineering designation from the Commonwealth of Massachusetts as not jeopardizing the structural integrity of the Building and its components, and such certifications shall contain a statement that the Trustees shall be entitled to rely thereon. The certifying engineer shall include copies of all calculations made and identify all standards relied upon in making the certification.
 - (p) A building representative will meet with the Unit Owner's Contractor to view the Common Elements in order to identify any existing damaged building elements (chipped woodwork, broken tiles, etc.). The representative will note and acknowledge the pre-existing damages in writing. Conditions may be photographed if necessary to document. The cost of repairing any damage to the Common Elements or to other Units caused by the work, the performance of the work, and/or those conducting and/or associated with the work being performed hereunder shall be paid by the Unit Owner.
 - (q) Upon completion of the work the Unit Owner shall be responsible at his or her sole cost to record any amended floor plan with the Suffolk County Registry of Deeds and to provide a copy of the recorded floor plan to the Board or management.
 - (r) The Unit Owner, on their own behalf and on behalf of their successors in title, shall agree to indemnify and hold the Trust and the divers Unit Owners harmless from and against any and all damage and/or liability, whether direct or indirect, to persons and/or property, including, but not limited to the Common Elements and Units of the Condominium, arising out of and/or related to the making, maintenance and/or existence of the hereunder permitted alterations, additions, and/or improvements. The Unit Owner acknowledges and agrees that the Trust shall have no responsibility and/or liability with respect to any defect in the work or in its performance. Nor shall the Trust or its Trustees incur any liability occasioned by or in connection with this grant. In furtherance hereof, the Trustees shall be entitled to record a copy of this Approval with the Suffolk County Registry of Deeds marginally referenced to the Unit Owners' deed and the terms hereof shall be deemed a covenant running with the Unit and binding all successors in title thereto.
- (18) Infestations. In the event of an infestation of pests including, but without limitation, bedbugs, in a Unit, the Unit Owner must report the infestation immediately to the Trustees and take all necessary steps to remediate the infestation. The Unit Owner shall hire a professional, licensed exterminator in consultation with the Trustees and follow his recommendations for eradication. If the infestation spreads beyond an individual Unit, all Unit Owners must allow access to his Unit for testing and comply with the requirements of a licensed exterminator in consultation with the Trustees to eradicate the infestation throughout the building. All Unit

Owners must take every precaution including, but without limitation, the bringing of second hand furniture or infested luggage into the building at all times.

(19) Unit Owners must provide a working set of keys for their Unit to the Trustees so that access can be granted to a Unit if necessary. If the Unit Owner does not provide a set of working keys to the Trustees and forced entry is required, the cost of the repairs will be the sole responsibility of the Unit Owner.

(20) No "personal" business. No Unit Owner/tenant shall send the Doorman out of the building on private business nor ask the Doorman to render services unrelated to building operations. Any extra services that might be asked of the Doorman during his time off should be by special arrangement at his option and for which compensation will be expected. Under no circumstances shall the Trust be responsible or liable for any damage or injury as a result of any services provided by the Doorman pursuant to such a special arrangement.

(21) Moving large items in/out of the building. When using the elevator to move large items into or out of the building, always put the elevator pads on the elevator walls first. This protects the elevator walls from scratches. The elevator pads can be found in the basement, hanging on the walls near the individual storage bins.

(22) Trash and Recycling. In order that all Unit Owners and their tenants shall enjoy a clean living environment the following regulations with regards to trash removal and recycling are in place:

- a) Unit Owners and tenants shall package their trash tightly in appropriate trash bags so that the back halls will be free of unpleasant odors and insects. At no time shall trash block the back halls or stairwells from easy passage. Overflow trash and garbage should be placed in the trash containers located under the stairwell in the basement.
- b) Newspapers should be left in recycling bins in the back hallways. All recycled boxes should be collapsed before placed in bins. At no time shall recycled items block the back halls or stairwells from easy passage. Overflow recycled items should be placed in the designated containers in the basement.
- c) It is the responsibility of the Unit Owner or tenant, upon delivery and disposal of Christmas trees or wreaths, to vacuum all Common Elements utilized which may include the elevator, hallway, stairwell, and lobby.
- d) It is the responsibility of the Unit Owner and their tenants to dispose of all hazardous materials in accordance with the City of Boston guidelines for trash removal including, without limitation all items requiring special pick-up or handling including, without limitation, computer monitors and CFC light bulbs. These items shall not be put in the common trash or in Common Elements.

(23) Rental Units:

- a) The Unit Owner shall provide a copy of the lease and/or tenancy agreement to the Trustees upon the Trustees' request.
- b) The Unit Owner and tenant must comply with all items set forth in the Master Deed, Condominium Trust, and Rules and Regulations. All leases shall contain a specific provision stating that the tenant

has received and read a copy of the governing documents of the Condominium and agrees to be bound by the same.

- c) No tenant may have a pet in a Unit without prior approval by the Trustees. [See also Master Deed 8.B.4]
- d) Unit Owners of Units with fireplaces shall provide clear instructions on when and how to light a fire in the fireplace.

(24) Security. In order to ensure the safety and security of the building and its occupants and avoid harm to same, all Unit Owners and tenants, guests, invitees and licensees shall comply with the following:

- (a) No unknown person(s) should be permitted access to the building either by following through the front doors or being buzzed in at any time.
- (b) Front doors. The front doors shall remain closed and locked at all times when unattended.
- (c) Attended front doors. The front doors may be propped open to ease activity such as loading and unloading cars, but must be attended by an adult at all time while they remain open.
- (d) Open Houses for selling of a unit. During an Open House, the front doors may not be propped open. The Unit Owner must arrange for an adult must be available in the lobby to let prospective buyers into the building during any Open House hours.
- (e) Moves. During a move, the front door must be attended by an adult at all times. Movers are not to prop open doors and then make a trip to the Unit leaving the doors unattended. In the event that an adult is not available to attend the doors during a move, arrangements can be made through the management company to hire an adult for this service.
- (f) Back gate. The back gate shall remain closed and locked at all times when unattended.
- (g) Basement door. The basement door shall remain closed and locked at all times when unattended.

(25) Emergencies. In the event that Emergency Services are called by a Unit Owner, that Unit Owner shall meet, or ask another occupant to meet, arriving emergency personnel in the lobby to ensure that they are able to enter the building without damage to building property.

(26) Directory. All Unit Owner and tenants shall provide their names and operative telephone number to the management company for inclusion in the front door intercom system and on the mailboxes. These should remain up-to-date at all times.

(27) Costs of Non-Compliance. All costs, fees, and expenses, including attorneys' fees, incurred by the Trust as a result of a breach of any of these provisions shall be paid the by the responsible Unit Owner.