

The Residences of 533 Cambridge Condominiums

The Residences at 533 Cambridge Condominiums
c/o G&G management
19 Brook road, suite 201
Needham, MA 02494
781-455-6565 (p)
781-455-6676 (f)

Contact List

Developer: Hera Development Corp. info@heradev.com
470 Washington St.
Brighton, MA 02135

Sales Team: Vanguard Realty matt@vanguard-realty.com
617-789-5500
317 Washington Street
Brighton, MA

Electric and Gas: NSTAR customer.service@NSTAR.com
800-592-2000
One NSTAR Way
Westwood, MA 02090

Property Manager: G&G Management
781-455-6565
781-455-6676 (fax)
Norman Gopin and Michael Valente
19 Brook Road, Suite 201
Needham, MA 02494
mvalente@gandgrealty.com
ngopin@gandgrealty.com

HVAC: Recom heating and Cooling
Paul Murphy: 508-588-2777

Kitchen Cabinets: NE Woodworkers
Kevin Winters: 603-562-7200

Security System: Boston Security Systems
Kevin King: 617-828-9528

Kitchen Appliances: Jarvis Appliance
Mike Gosslin: 781-235-5116

Garage Lifts: Harding Steel
Phil: 617-576-1991

Trash Pick Up

TRASH IS TO BE BROUGHT TO THE DUMPSTER IN THE PARKING LOT. RECYCLING IS TO BE BROUGHT TO THE DESIGNATED RECYCLING CONTAINERS.

PLEASE BREAK DOWN YOUR MOVING BOXES AND PLACE THEM INSIDE THE BROWN BIN TO THE RIGHT OF THE GARAGE DOOR.

THE DUMPSTERS WILL BE EMPTIED THREE TIMES A WEEK. RECYCLING WILL ALSO BE COLLECTED DIRECTLY NEXT TO THE DUMPSTER AND WILL BE EMPTIED ONCE A WEEK.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL MIKE VALENTE AT 781-455-6565 x27

THANK YOU FOR YOUR ANTICIPATED COOPERATION.

The Residences at 533 Cambridge Rules & Regulations Handbook
Table of Contents

Introduction	1
The Property	2
The 533 Cambridge Condominium Trust	3
Initial Occupancy	5
Governance and Management	6
Condominium Fees/Common Area Charges	7
Procedures, Rules and Regulations	8

Introduction

Purpose of this document

The rules and regulations handbook is designed to provide a first reference to the structure, organization, rules, regulations, and operation of 533 Cambridge Condominium. Other documents – such as the master deed and declaration of trust and by-laws – provide specific data on the legal structure of the condominium. These documents also specify the rules and regulations set down when 533 Cambridge was organized, and owner’s ability to change any aspect of the condominium’s governance.

The trustees from time to time may adopt, amend, and rescind administrative rules and regulations governing the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use of the common areas and facilities as are consistent with the master deed and declaration of trust are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas.

These rules and regulations apply to all residents and guests of the condominium. Owners are responsible to communicate the condominium rules and regulations to their tenants, guests, children and other family members. If you rent a unit, you must attach a copy of this handbook as an amendment to the lease and give it to your tenant.

Owners failing to adhere to the condominium rules and regulations as described in this rules and regulations handbook will be subject to a fine of \$50 per infringement, unless otherwise stated. Fines are subject to change at the discretion of the trustees. Compliants regarding infringements and violations of the rules and regulations should be reported to the trustees and management company. Subsequent disciplinary action and communication of related fines will be the responsibility of the trustees and management company to enforce. In situations of ongoing failure to comply with the rules and regulations, owners will be subject to legal action and payment of legal fees.

Definitions and Abbreviations

- *Beneficial Interest*: A calculated fractional or percentage interest of a unit owner in the building. The total beneficial interest in the property is 100%.
- *Common area*: Areas shared by the owners of all units in a condominium.
- *Condominium*: A system of property ownership in which individual units in a multi-unit project are separately owned, with some common interest.
- *Condo fee or common area charge (CAC)*: Monthly fee paid by the owners to the trust for operation of the condominium.
- *Limited common area*: Areas of the property supported in part by common fees, but limited in access to one owner.

The Property

Condominiums in General

The term “condominium” refers to a system of separate ownership of individual units in multi-unit projects. A unit owner owns, in addition to his or her own unit, an undivided interest in the “common areas and facilities” of the condominium. These are the parts of the property that serve all of the unit owners, such as exterior land, driveways, walkways, lobbies, exterior foundations, exterior walls, roofs, common piping and mechanical systems.

Operating a condominium requires a continuous flow of resources, not only for maintenance of common facilities, but also for taxes, insurance, utilities, and personnel. These are referred to as “common expenses”, and are shared by all of the unit owners according to each owner’s beneficial interest in the property. The beneficial interest of a unit is calculated when a condominium is formed, based on the estimated value of the unit at the time of the offering.

Owning a condominium unit is similar in many respects to owning a single family home. Like the owner of a house, a condominium owner may mortgage his or her unit independently of any neighbor. Likewise, the owner’s unit in a preexisting condominium is individually assessed and taxed by the community. When a new condominium is formed, the initial assessments are tied to the total building assessment prorated by the beneficial interest of each unit.

In Massachusetts, a condominium becomes an effective organization upon recording with the registry of deeds the declaration of trust, master deed, condominium by-laws, and any plans required by the provisions of chapter 183A of the general laws of the commonwealth of Massachusetts.

Condominium Documents

Master Deed

The master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium. Chapter 183A of the general laws of Massachusetts designates the required contents of this document. Required contents include complete descriptions of:

- The land and building to be dedicated to condominium use
- Common elements
- The proportionate interest of each unit
- Floor plans
- A statement of the purpose for which the units and the buildings are intended
- The method of amending the master deed
- The name of the organization that will manage and regulate the condominium

The association is governed by a board of trustees, elected by and from the owners.

Unit Deed

The unit deed is the instrument by which a unit must contain all the normal elements of a deed. Chapter 183A of the general laws requires that the unit deed must also include

- A reference to the condominium
- A description of the land or the address of the property
- The designation of the unit in the master deed
- A statement of the uses for which it is intended and any restriction of its use
- The interest of the unit in the common elements of the condominium

The initial deed of each unit must also have an attached copy of the floor plans recorded with the master deed showing the depiction of the unit being conveyed, adjacent units, and the immediate common areas.

By-Laws of the Association

In contrast to the master deed and declaration of trust, which is limited to a description of the basic structure of the condominium, the By-Laws set forth the day to day operating rules and regulations under which the condominium is run, and which may be amended from time to time by the trustees. The by-laws may provide:

1. The method of providing for the necessary maintenance, repair and replacement of the common elements.

-
2. The manner of collecting from the unit owners their share of the common expense.
 3. The procedure for hiring all personnel, including whether or not a managing agent should or may be engaged.
 4. The method of adopting and amending the administrative rules and regulations governing the details of the operation and use of the common elements.
 5. Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements not set forth in the master deed.
 6. The specific requirements for obtaining funds for the repairs, maintenance, and upkeep of the common areas which are to be financed by all unit owners through a regular monthly fee or special assessment paid to the association in accord with each unit's percentage interest. It should be noted that each unit owner's share of these expenses constitutes a lien upon the owner's interest in common elements. This provides the association with the necessary means to ensure collection of the common funds.

In addition to the various provisions required by law, the by-laws mention many other provisions deemed necessary for the management and regulation of the association. These include items such as procedures to follow in the case of reconstruction after a fire or casualty or in the case of condemnation, as well as items based on the needs and characteristics of the condominium.

Initial Occupancy

The process of moving in needs to be addressed carefully, as there are many details to coordinate which can make for a smooth or a difficult transition. All new owners must register with the management company. Other specifics to consider include:

Services

Water is provided to all units by the common services. All other utilities are the responsibility of the owner.

Telephone and Cable

Owners are responsible for arranging their own phone and cable service.

Mail

You should notify the U.S post office of your new address. It is advised to notify them two weeks in advance to allow for new delivery.

Parking

Parking spaces are designated to specific units for their owners' exclusive rights of use. The designation of parking spaces use is in the master deed.

Governance and Management

The By-Laws of the condominium trust state that an elected board of trustees will oversee the management of the property. These trustees represent the interests of the unit owners and have been chosen to maintain the economic and physical condition of the condominium.

The board of trustees

The board consists of five trustees who meet regularly to discuss association issues. The annual meeting of all unit owners is held in November of each year, and is announced by written notice. At this meeting, vacant positions on the board are filled and the operating budget for the following year is presented. The meeting is also an occasion on which all unit owners are assembled to discuss the past, present, and future operation of the condominium, and additional specific projects.

Trustees are fellow unit owners who have volunteered their time to assist in running the condominium.

Management

The board has engaged the services of G&G management. G&G works under the direction of the trustees to carry out the actual management and maintenance responsibilities. Included in these responsibilities is the collections of the common area charges (condo fees), maintenance of the common areas, and restoration projects. If you have a problem that you believe is a common area problem or which will affect the common areas, you should contact the property manager.

G&G management
19 Brook road, suite 201
Needham, MA 02494
Norman Gopin, Senior Property Manager
Michael Valente, Property Manager
781-455-6565 (phone)
781-455-6676 (fax)

Assessments

From time to time the trustees may decide to finance projects by assessments of the owners. The rules for assessments follow the guidelines of the master deed and the by-laws of the association. Any capital repair projects can be assessed by the trustees.

Condominiums Fees/Common Area Charges (CAC)

The cost to operate the condominium is paid monthly by every unit owner according to his or her percentage beneficial interest in the property. This interest is specified in the master deed. The condominium trust is a non-profit organization dependent upon fee income to pay its bills. Each month these fees (CAC) are collected and bills are paid.

Make payments promptly by the first of every month.

You will be receiving a coupon book to be utilized for this year's monthly condominium fee payments. Make checks payable to *533 Cambridge Street Condominium Trust*, and your first check* should be mailed to:

G&G management
19 Brook road, Suite 201
Needham Ma 02494

**To ensure proper credit, mark your unit number on the check.*

Late fee policy

Common area charges (the condo fee) not received within 15 days after the due date shall be subject to a late charge of \$25.00 per month on the unpaid amount until paid in full. If a unit owner is delinquent 3 months or more, his or her account will be submitted for collection to the trusts legal counsel. The delinquent unit owner will be responsible for all legal fees and costs. Once an account goes into collection, an automatic lien will be placed upon the delinquent owner's unit.

Rules, Regulations & Procedures

Foreword

The trustees from time to time may adopt, amend, and rescind administrative rules and regulations governing the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use of the common areas and facilities as are consistent with the master deed and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas.

These rules and regulations apply to all residents and guests of the condominium. Owners are responsible to communicate the condominium rules and regulations to their tenants, guests, children, and other family members. If you rent a unit, you must attach a copy of this handbook as an amendment to the lease and give it to your tenant.

Owners failing to adhere to the condominium rules and regulations as described in this rules and regulations handbook will be subject to a fine of \$50 per infringement, unless otherwise stated. Fines are subject to change at the discretion of the trustees. Compliants regarding infringements and violations of the rules and regulations should be reported to the trustees and management company. Subsequent disciplinary action and communication of related fines will be the responsibility of the trustees and management company to enforce. In situations of ongoing failure to comply with the rules and regulations, owners will be subject to legal action and payment of legal fees.

1. Security and Fire Safety

Security and fire safety are shared responsibilities.

Some suggestions: know your neighbors; don't leave doors open or unlocked; install and maintain smoke detectors and carbon monoxide detectors as required by law; remember soliciting is prohibited; and turn off your mail and newspaper deliveries while away. Do not store hazardous materials inside or outside of the property; investigate and report situations that may present a security and safety hazard to the trustees or Management Company.

Passcodes for the entrance doors of the building are strictly confidential and should never be shared with any party who is not a resident or unit owner. Abuse of the passcode confidentiality will be subject to the \$50 fine per infringement and should be reported immediately so that the management company can change the codes.

2. Smoking

Smoking is strictly prohibited in all common areas in the building. *Smoking in the garage is considered a major fire and safety hazard and will be subject to a fine of \$500 per infringement.* Smoking that is conducted outside the entryways of the building must comply with condo standards of cleanliness – cigarette butts must be disposed in appropriate ash can.

3. Garage Area Conduct

All items including bicycles, motorcycles and scooters must be stored within the parking area of the designated owner of the parking space and/or lift. Washing the exterior of your car is prohibited in the garage. Leaving your vehicle with the motor running in the garage for extended periods of time is prohibited.

4. Vendors

Vendors hired by the management company and approved by the trustees carry out most of the work you see on the property. If you have complaints or concerns about specific vendors, or want to know more information about any vendor, please contact the management company. Please do not contact vendors directly while they are on site.

5. Cleanliness & Littering

All units and common areas must be kept well preserved and clean in order to ensure the health and well being of the community. Please do your share to keep the complex looking clean and orderly on an on-going basis. *Any resident who litters any part of the condominium grounds will be subject to a \$50 fine. Owners will be subject to a \$50 fine if their guest, tenant, or child litters the condominium grounds.* This includes, but is not limited to: cigarette butts, paper, animal feces, garbage bags, cans, newspapers, and any other forms of litter.

6. Trash Disposal

Dumpsters are located directly outside of the garage in the rear parking lot. Each resident is responsible for putting their trash into the dumpster. Trash should be disposed of in the container in the bags or boxes. No trash or bags of trash are to be left in anyone's yard or common area. Please separate recyclable items into designated recycling containers. *Do not leave appliances, old furniture, or anything else outside of the dumpsters.* Televisions, computers, and computer monitors are considered hazardous waste and can also not be disposed of in the dumpsters. Anyone doing so will be fined the cost incurred in removing it. It is the owner's responsibility to remove old furniture, appliances, televisions, computers, etc. at their own expense.

7. Laundry

No unit owner may hang laundry, laundry racks, rugs, drapes, and the like out of a unit or anywhere on the condominium grounds including balconies.

8. Other Items

Toys, bicycles, scooters, skateboards, baby strollers, and all other items may not be stored in the front of any unit walkways or porches, or on the common grounds. They should be brought into your unit after use. Garden furniture that is well-maintained and meets condo standards is allowed in the rear area of each unit.

9. Vandalism or Damage of Property

Any resident, or resident's guest, who commits any actions of vandalism or damage to the property will be held responsible for repair of any damage and, in the event of vandalism, will be subject to criminal prosecution. Riding of bicycles on the grass and climbing or using the fences recreationally is forbidden.

10. Parking

Parking spaces are designated to specific units for their owners' exclusive right of use. The designation of parking space use is in the master deed. There is no parking of vehicles without any registration plates. All vehicles must be insured or will be towed without notice. There is no parking along the fence or any place other than in designated parking spaces in the parking lot. If the lot is full, guests must park elsewhere. Vehicles parked in forbidden areas will be subject to towing at their owner's expense. Vans or trucks with any advertising or signage are not permitted on the property. Delivery trucks and vans should not park in the lot and should use the front entrance, with the exception of extra-large deliveries that need to use the garage door. Under no circumstance should a delivery / moving truck or van block traffic in the parking lot or driveway.

11. Snow Removal and Landscaping

Please move and clean your vehicle as practical to facilitate plowing of the parking lot after snowstorms. After heavy snowstorms, snow may be piled in the area at the ends of the parking lot. All landscaping is done by a landscaping service. Should you wish to plant any other flowers, vegetation, or any other shrubs, trees, etc. you must put your request in writing to the board for prior approval.

12. Pets

Pets may be kept in units at the owner's discretion subject to all regulations of the city and the board of trustees. *No dog or cat will be permitted in any portion of the outside grounds unless carried on a leash.*

Dogs are not to be left unattended outside in any manner (tied to a structure or in a crate, kennel, doghouse, or any other type of structure). Dog kennels and dog houses are not permitted on any part of the outside condominium grounds. Dog owners must restrict their pet's urination or defecation immediately or be subject to a \$50 fine per incidence. Cats are permitted but only as an indoor pet. Like dogs, *they are forbidden in any portion of the outside grounds unless carried on a leash.* Please refrain from using the garage door to exit the building to walk your dog, exit through side or front doors instead.

Pets causing or creating a nuisance or disturbance (excessive or continuous barking or howling, being anywhere on the property without a leash, causing

unhygienic or disturbing odors, etc.) will be subject to a \$50 fine per incidence and may be removed from the property upon three days' written notice from the trustees or management company, if it is at the best judgment of the trustees that no other reasonable solution exists. The keeping of pets other than those normally kept inside residences (i.e. dogs and cats) is subject to the approval by the trustees. Owners must notify the trustees of the pets that they have.

**13. Resident/tenant
Occupancy**

The board of trustees and management company must be notified when a new owner, tenant, or extended non-family guest occupies a unit or a part of it.

14. General Appearance

All window treatments visible from outside must conform to the standard and visual integrity set forth by the trust. Damaged, torn, or ripped shades or blinds must be replaced immediately with a like and kind at the owners expense.

Unless otherwise permitted by the trustees, the architectural, structural, and visual integrity of the buildings and units will be preserved without modification. For example, no awning, no screen, no antenna, no markings, no fencing, no sign, no banner, no patio, no garden, or other item or structure may be added or removed; no exterior structural change, addition or replacement (except so far as practical, with identical kind) of any exterior light, door knocker, or other external hardware, exterior door, or door frame may be made. No painting, attaching of decalcomania, signs, flags, banners, plaques, or window that is visible from the outside. No fans or air conditioners that are visible from the outside are allowed in the windows. Outer doors are not to be left open, except for carrying items in or out of the units and hoses and other items are not to be left on the condo grounds. No unit owners may not rent any unit for transient purposes or may they display "for rent" signs, window displays, or advertising in windows of their units.

Visual appearance preserves the value of our property so please help to maintain a clean and neat appearance around your unit and other common ground areas. Unit owners who alter, modify, or compromise the visual integrity of any part of the exterior condominium grounds or structures will be subject to a \$50 fine per infringement and responsible for returning the exterior or condominium grounds to its original state at their own expense.

**15. Renovations and
Improvements**

Each unit owner must notify the management company of all planned improvements to the interior of his or her unit to ensure the proper permits, procedures and precautions and By-Law specifications are followed. Each

unit owner must also notify the trustees of all improvements to his or her unit which exceed one thousand dollars (\$1000) within 20 days prior to the commencement of construction so they may notify the trusts insurers of the improvements. Prior to commencement of any planned improvements or work, a certificate of insurance shall be issued by the vendor and submitted to the management office, naming the trust as an additional insured party.

Activity of construction projects within your unit must comply with regulations discussed in #16 *Noise and Offensive Activity*.

16. Noise and Offensive Activity

The volume of television sets, radios, music players, musical instruments and the like shall be turned down between the hours of 10pm to 8am Sunday - Thursday and 12am to 9am Friday - Saturday, and shall at times be kept at a volume which will not annoy people in the neighboring units. Please refrain from using your vacuum cleaner, washing machine and dryer between the hours of 11pm – 8am. No noxious or offensive activity shall be carried on in any unit, or in the common areas, nor shall anything be done to therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants. The street and driving areas are not to be used for play or recreational activity that could potentially harm any property or person. *In the case of failing to comply with these regulations, each unit owner/occupant will be given one verbal warning by neighboring occupants. In the case of failing to comply with initial warning, the unit owner or occupant will be subject to a \$50 fine per repeated offense.*

17. Barbecuing and Outdoor Grills

Supervised, outdoor grilling is allowed in open areas behind the units, at least 5 feet from the building exterior. Ensure smoke does not waft into the units and the embers are disposed of properly. Individuals under the age of 18 are not allowed to use a grill without adult supervision.

18. Satellite Dishes and Antennae

A unit owner may not install these devices.

19. Mailboxes

Please label the inside of your mailbox only with your name. The management company will be responsible for labeling the unit number on the outside of the mailboxes to ensure consistent and visually appealing labels.

20. Insurance

The board of trustees recommends that each unit owner secures their own insurance for personal property and liability. These policies are called HO6 policies and can be purchased from most insurance agencies. You may wish

to purchase this from the trusts policy. You can contact the management company for the trusts insurance agent's contact information.

21. Revisions and Changes

Major revisions and changes to this document will be mailed to unit owners immediately. All others will be distributed at the annual meeting.