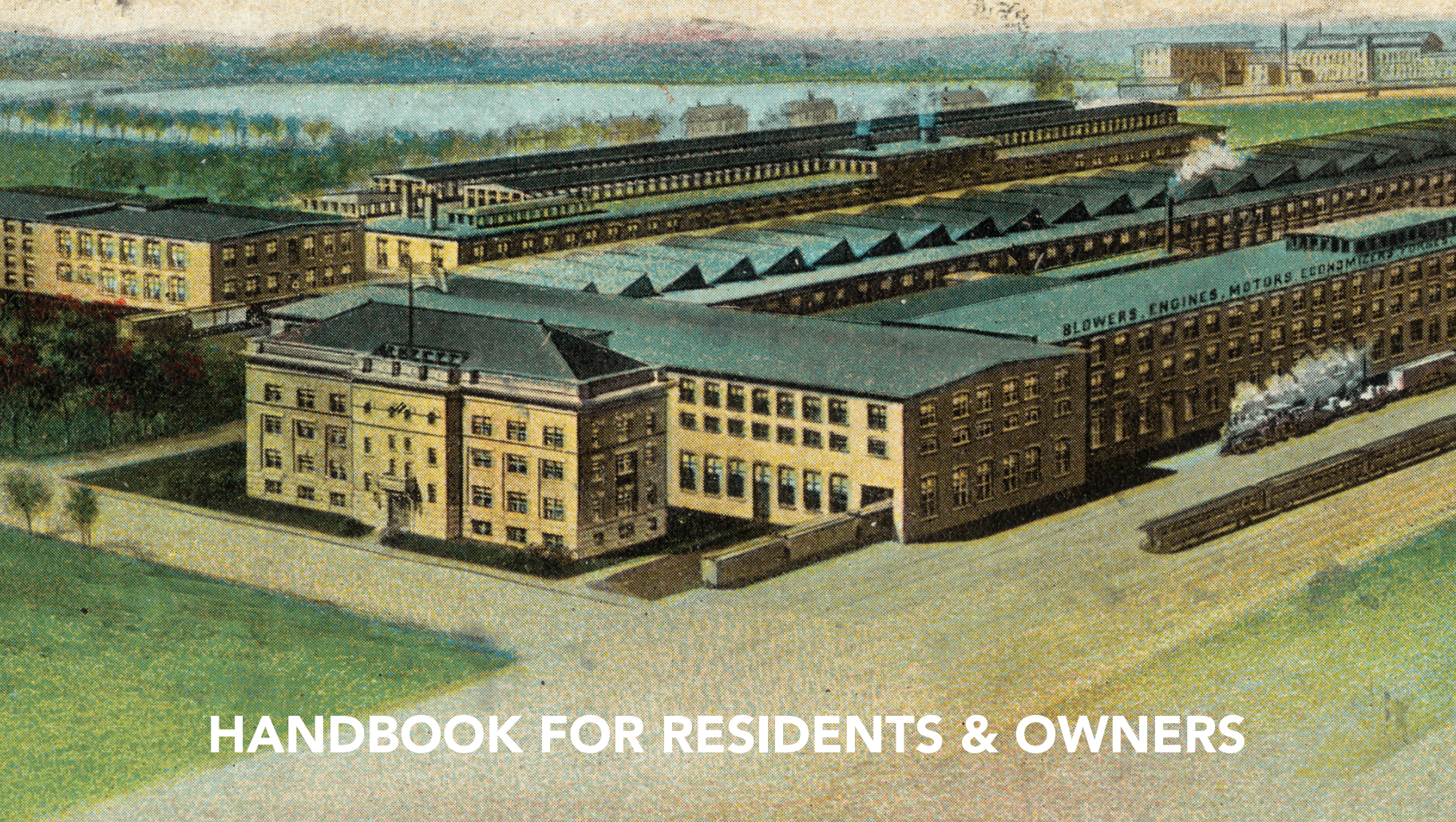


# the lofts

at WESTINGHOUSE



HANDBOOK FOR RESIDENTS & OWNERS



# the lofts

## at WESTINGHOUSE



Welcome to The Lofts at Westinghouse Condominium community.

We have put together this handbook to familiarize you with the day-to-day operations, management structure, and emergency procedures within the condominium complex. It is recommended that you thoroughly read through this information and use it for reference as future situations and questions arise.

It is intended as an aid and a handy reference, but does not supplant the Condominium Documents or the Master Deed.

Included in this handbook are important telephone numbers. Please keep these numbers in a convenient location and update them as changes occur. Among the numbers are management contacts, and local police & fire department.

We request that all owners and residents abide by the outlined procedures and suggestions in order to maintain the highest possible quality of life for all those residing in and working at The Lofts at Westinghouse. It is only with the cooperation of each and every owner/resident that this goal can be achieved.

Should you have any questions while reading this information, please do not hesitate to contact the management company, R Brown Partners, at (617) 782-3400, [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

Sincerely,

The Board of Managers

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This guide is interactive. Simply click on a page number to go to that entry.



### 3. IMPORTANT NUMBERS

Management Company of The Lofts at Westinghouse  
R Brown Partners  
39 Brighton Avenue Boston, MA 02134  
(617) 734-3400  
fax: (617) 782-1151  
Email: [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

If you experience a property emergency, such as a roof leak, R Brown Partners maintains a 24 hour call line, which will page our property manager.

**For other emergencies, medical, criminal, or dangerous situations,  
call 911**

Our property manager is Jim Sisk, [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

#### EMERGENCY PHONE NUMBERS

Police, Fire, Ambulance . . . . .	911
Police Headquarters in Hyde Park . . . . .	(617) 343-5600
Poison . . . . .	1-800-222-1222
Metro Towing . . . . .	(617) 364-0523

### 4. WHAT IS A CONDOMINIUM?

According to the Oxford English Dictionary, a “condominium” is defined as, “An apartment house in which the units are owned individually, not by a company or co-operative.” One of the earlier uses of the term: “Joint rule or sovereignty.”

Condominium living is like apartment living in many respects. Yet, the differences are important to understand.

How do we relate to this property?

One Westinghouse Plaza is an interesting area because of the fact that it is a mixed-use facility. This means that there are both commercial and residential owners within the property.

And, The Lofts at Westinghouse is a condominium within a condominium, which also contains both commercial and residential owners.

The Lofts make up one unit of the Motherbrook LLC Association, which is also called the Master Association. We are Unit 6, and we hold

approximately 22.88% of the Motherbrook LLC interest and voting rights.

The owner of a condominium unit owns also shares an undivided interest in the “common areas and facilities” of the condominium, which may be defined generally as those facilities that serve all owners of the units in the condominium.

These facilities may include land, driveways, walkways, hallways, decks, lobbies, exterior foundations, exterior walls, exterior roofs, piping, and mechanical systems serving the entire building and elevators. The common areas for The Lofts at Westinghouse are specifically defined in the Master Deed.

There are certain expenses for the overall operation of the condominium for such things as electricity, water, maintenance of the grounds, maintenance of the building, personnel, and insurance. These are called common area expenses and are shared by all of the unit owners according to each owner's respective percentage interest, known as beneficial interest, based on the value assigned to each unit. Such common expenses are paid on a regular basis (usually monthly) directly to the Trust.

In many respects, ownership of a condominium is not different from ownership of a single-family home. Instead of owning a house and land, the condominium unit owner owns his or her unit, together with the percentage interest in the common areas. Like the owner of a house, the condominium owner may mortgage his or her unit independently of any neighbor.

A condominium becomes an effective organization upon the recording with the Registry of Deeds of the Declaration of Trust, Master Deed, By-Laws and any plans required by the provisions of Chapter 183A of the General laws of the Commonwealth of Massachusetts.

As the Lofts is also a member of the Motherbrook LLC, it has financial obligations to that association for the general upkeep of the property.

### 5. CONDOMINIUM DOCUMENTS

The Lofts at Westinghouse has been created and is governed by the recording with the Suffolk County Registry of Deeds. A brief description of these and related documents follows.

#### 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 designates with particularity the required contents of this document, which include complete descriptions of the land and building to be dedicated to the condominium

use and of common elements and the proportionate interest in each unit therein, floor plans, a statement of the purpose for which the building and units are intended, the method of amending the Master Deed and the name of the organization which will manage and regulate the condominium. A committee known as the Board of Trustees elected by and from the unit owners governs the condominium itself.

#### UNIT DEED

The Unit Deed is the instrument by which a unit is defined and must contain all the normal elements of a deed. In addition, Chapter 183A requires that it includes 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 for the uses for which it is intended and any restriction on its use and the interest of the unit in the common elements of the condominium. Note that the initial deed of each unit must also have attached a copy of the floor plans recorded with the Master Deed showing the designation of the unit being conveyed and adjacent units and depicting layout location, dimensions and approximate area, main entrance to the unit as well as the immediate common area to which it has access.

#### BY-LAWS OF THE LOFTS AT WESTINGHOUSE

In contrast to the Master Deed, 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 will run. The By-Laws may provide:

1. The method of providing for the necessary maintenance, repair and replacement of the common elements and payments thereof.
2. The manner of collecting from the unit owners their shares 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 the details of the operation and use of the common elements.
5. Such restrictions on and requirements of respecting the use and maintenance of 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 of special assessment, paid to the Trust in accord with each unit's percentage interest. It should be noted that each owner's

share of these expenses constitute a lien upon the owner's interest in common elements. This provides the Trust with the necessary means to ensure collection of the common funds.

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

#### LEGAL DESCRIPTION OF THE LAND

Unit No.6, having a post office address of One Westinghouse Plaza, Boston (Hyde Park), Suffolk County, Massachusetts, in the condominium known as Mother Brook Condominium and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated as of July 12, 2006 and recorded with the Suffolk County Registry of Deeds (the "Registry") on July 13, 2006 in Book 39983, Page 289, as amended and restated by that certain Amended and Restated Master Deed of Mother Brook Condominium, dated December 23, 2009, and recorded with the Registry immediately prior hereto.

Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed.

#### 6. THE CONDOMINIUM FORMAL STRUCTURE

The recorded Deeds and By-Laws are important to reference for all unit owners as they govern what can and cannot be done on the property and within common elements of the building. These are legally-binding documents that restrict unit owner privileges and what make condominium ownership different than owning a single family home or separate piece of land. In addition to the deeds and By-Laws Rules and Regulations are also recorded.

#### MASTER DEED AND CONDOMINIUM TRUST

The Motherbrook LLC was establishment by a Master Deed dated July 12, 2006, and recorded with the Suffolk County Registry of Deeds in Book 39983, Page 289.

The Lofts at Westinghouse was establishment by a Master Deed dated December 23, 2009, and recorded with the Suffolk County Registry of Deeds in Book 45949, Page 1.

The Bylaws of the Lofts at Westinghouse were recorded December 23, 2009 with the Suffolk County Registry of Deeds in Book 45949, Page 149.

## 7. GOVERNANCE

### MANAGERS

R Brown Partners is responsible for the day-to-day operation of The Lofts at Westinghouse Condominium. If you have a problem, question, or suggestion related to such operations, you should contact R Brown Partners first for resolution of the matter. If you have not been able to resolve the matter you may contact the Board directly for assistance.

Your Board of Managers is comprised of five unpaid members who are elected by the Unit Owners each year at the Annual Meeting. The Board members are volunteers who are working for the good of the entire community.

The Board of Managers is elected to represent the ownership at large on most matters. The Board responsibilities include:

- Oversight and direction for the management and maintenance of the property.
- Enforcement of the rules and regulations of the Association, and the imposition of fines for violations.
- The Board of Manager has fiscal responsibility of the association by determining common area charges in the form of an annual budget and/or special assessments and the collection of those charges..

### ANNUAL MEETING

An annual meeting of all Unit Owners is held in June in the lobby for the purpose of reviewing the operation of the condominium for the preceding year and the election of five Managers. Special meetings are called from time to time. Unit Owners receive written notification of the exact date, time, and place of these meetings at least seven (7) days in advance through the mail or by hand. All are encouraged to attend these meetings. If you are unable to attend, you may assign a proxy to a unit owner or a Board of Managers member to attend the meeting and vote on your behalf.

### BOARD OF MANAGERS MEETINGS

The Board of Managers meet approximately once each month. Notices of Manager Meetings are posted on the Bulletin Board located in the mail room and in electronic notices. Owners and tenants are encouraged to attend. The first fifteen minutes set aside for any unit owner to address the Board. At the close of the owner participation, owners and tenants may attend, but cannot participate, in the discussions. If the Board of Managers needs to go into Executive Session, the meeting will become closed to all except the Board of Managers and R Brown Company Representatives for the duration of that discussion.

Minutes from the meetings can be found online at <http://www.westinghouselofts.org>.

### EMERGENCY MEETINGS

Occasionally, events occur that require a Board vote before the next regularly scheduled monthly meeting. In this case, it may be impossible to give forty-eight (48) hour notice prior to the meeting. The minutes of these emergency meetings are presented at the next regular monthly meeting for the attendees' review.

### COMMITTEES

There are currently two informal committees at The Lofts. These committees report to the Board of Managers with their plans, ideas and goals.

The Art Committee is responsible for coordinating and running art shows in the three galleries at The Lofts.

The Green Thumb Committee is responsible for tending to the flowers and plants in the two planters outside of the main doors.

### VOLUNTEERS WANTED

If you are interested in volunteering to work on special projects or start or serve on a committee, such as the Art Committee or be on the Board of Managers, please notify the Board by sending an email to R Brown Partners at [jsisk@r-brownparters.com](mailto:jsisk@r-brownparters.com). Your email will be distributed to all Board members.





## 8. MANAGEMENT

The Lofts at Westinghouse Plaza hires a Management Company whose personnel are available during business hours to oversee the administration and maintenance of Building C.

Issues regarding the management or maintenance of the property should be directed to the Management Office.

In addition, all official condominium communications (e.g. fees, ballots, maintenance issues, legal documents, etc.) should be directed to the Management Office directly via email, telephone or snail mail.

## 9. CONDOMINIUM FEES & COMMON AREA CHARGES

Condominium fees are due on the first day of each month and are considered late after the 10th. A late fee of \$20 can and will be assessed at that point. The Lofts at Westinghouse Condominium does not send monthly invoices or bills to unit owners. The fees cover our operating budget to pay for common utilities (e.g. heat, electricity, etc.), insurance, property management, garbage removal and more. The Board of Managers reviews the budget every year and revise it to appropriately cover costs and fund our reserves.

A condominium association maintains a financial reserve account to cover major building elements, such as roof repairs, capital improvements and more, and needs that may be costly to repair or replacement. A strong reserve fund is a good indicator of the financial health of the condominium association, and will impact how future lenders and prospective buyers view a property. If, however, the expense of the repair or upgrade exceeds the reserve funds, the Board of Managers will have to special assess.

### AUTOMATIC PAYMENT

Automatic payment of your monthly condominium fees using electronic funds transfer is encouraged. To request the Authorization Form for electronic payment of monthly condominium fees, send email to [rbptners@aol.com](mailto:rbptners@aol.com) or call R Brown Partners at 617-782-3400.

Payment of condominium monthly fees, and/or any special assessments, parking charges, move-in and move-out fees, late fees and/or fines not actually received by The Lofts at Westinghouse are the responsibility of the unit owners. Unit owners who neglect to pay their fees are obligated to pay a late charge.

Unpaid fees may be turned over to an attorney for collections and may include a lien on the owner's title. The unit owner will be responsible for legal fees in addition to unpaid fees.

## SPECIAL ASSESSMENTS

Occasionally, it is necessary for the Association to incur a special assessment for a major repair or improvement to the property. These alterations improve the complex visually and also help maintain the property values of the individual units. The Board of Directors has the power to make special assessments as deemed necessary for the upkeep of all or part of the common area. Unit owners will be notified before such action is taken.

### SIGN UP FOR SOLAR CREDITS

The Lofts receives credits, through the Solar SREC system, by selling the generated electricity back to Eversource. These credits off set most of the common area electricity billing.

When the Board of Managers decided to go forward with the program, they opted to share some of the credits with the unit owners, based on their ownership percentage of the condominium association.

Eversource allows the Board of Managers to make adjustments and additions up to twice per year. This is handled by one of the volunteers on the board in October and in May.

As a new owner/tenant, you may apply for the credit by sending your name and account number, as it appears on your bill, to Jim Sisk ([jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com)).

Once enrolled, you will see a small credit, called a Net Metering Credit, on the bottom of your bill. Credits are highest during the summer months and low or non-existent during the winter months.

If you do not see your credits appearing within 2 months of the date you were enrolled, something may be amiss. Eversources policy is to process enrollments within 10 days. However, that is not always the case.

If you believe you are enrolled, but are not getting credits, call Eversource Customer Service at 800-592-2000 and let Jim Sisk know as well.

CustomerServiceMA@eversource.com Pay by Phone: 888-783-6618 Customer Service: 800-592-2000		Customer Charge		\$7.00
		Distribution Charge	277 kWh X .06443	\$17.85
		Transition Charge	277 kWh X .00002	\$0.01
		Transmission Charge	277 kWh X .02730	\$7.56
		Revenue Decoupling Charge	277 kWh X .00089	\$0.25
		Distributed Solar Charge	277 kWh X .00192	\$0.53
		Renewable Energy Charge	277 kWh X .00050	\$0.14
		Energy Efficiency	277 kWh X .01390	\$3.85
		Subtotal Delivery Services		\$37.19
		<b>Total Cost of Electricity</b>		<b>\$71.86</b>
		<b>Other Charges or Credits</b>		
		NET METERING CREDIT		-\$21.60
		Subtotal Other Charges or Credits		-\$21.60
		EM 200607.TXT		

Eversource is required to comply with Department of Public Utilities' billing and termination regulations. If you have a dispute please see the bill insert for more information.  
Visit the "Monthly Customer Communications" page under "My Account" then "Billing & Payment" on Eversource.com for an electronic version of this insert.  
Eversource offers Payment Plans for customers with overdue bills. Budget Billing is also available to pay a more consistent bill each month.  
Please see the Customer Rights Supplement for more information.

## 10. MOVE IN/MOVE OUT PROCEDURES

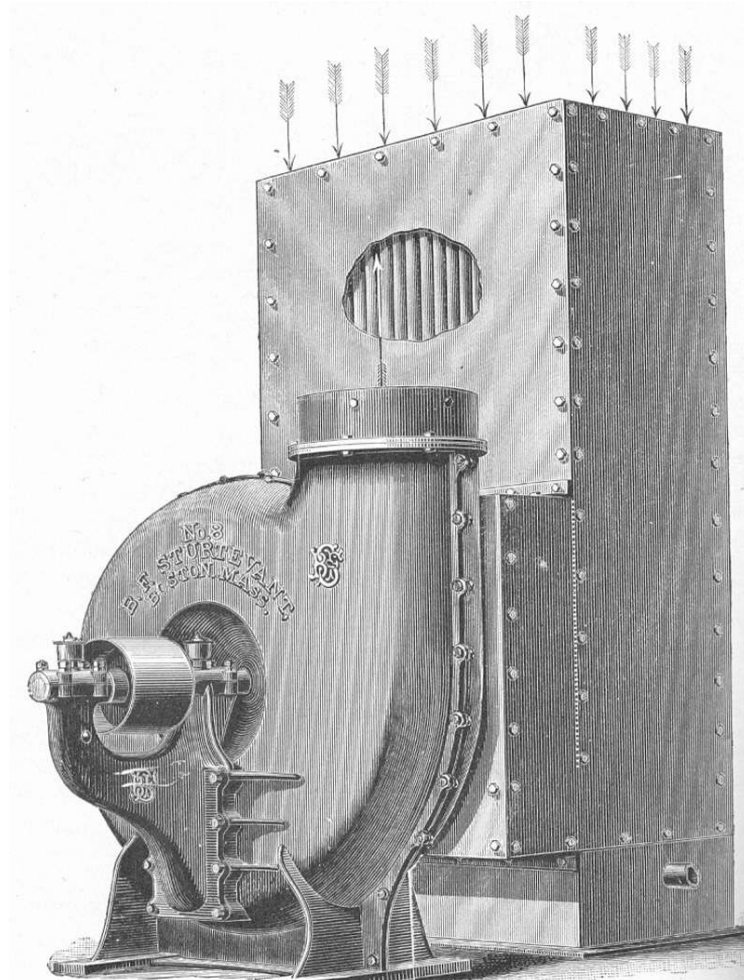
- All moves must be scheduled at least seven (7) days in advance of a move into or out of The Lofts at Westinghouse Condominium by delivering a completed, signed Move Form to R Brown Partners. To request a Move Form, email [jsisk@brownpartners.com](mailto:jsisk@brownpartners.com).
- All moves MUST be completed during weekdays between 9am and 6pm
- The glass doors in the lobby and the furniture in the lobby must be protected at all times. Doors are to be blocked open at the bottom. They may not be tied to anything to keep them open. Moving items are not to be placed on or near lobby furnishings such as chairs, tables, plants, etc.
- Trip hazards are to be avoided. All small items must be kept picked up. Clear aisles MUST be maintained at all times through the lobby, hallways, and all other areas.
- Damage during a move: If the common area walls, flooring, ceiling, or furnishings are soiled or damaged during the moving process, and if professional cleaning is required, the cost of cleaning, repairing, and/or replacing the damaged area will be charged to the Unit Owner.
- Certificate of Insurance: The Unit Owner is responsible for insuring that the moving contractor exercises caution and avoids damages while on the premises. The Unit Owner shall provide to R Brown Partners a Certificate of Insurance from their moving contractor, issued in a form and under terms acceptable to the Trustees, evidencing general commercial liability insurance with limits of a minimum of \$500,000 and workers' compensation insurance with statutory limits. Said Certificate of Insurance is to be delivered to R Brown Partners at least seven days prior to the move.
- Unit Owners are responsible for ensuring that the Common Areas, buildings, and property are protected from damage. Unit Owners are responsible for any damage to common areas caused by their tenants, and responsible to communicate to their tenants the Certificate of Insurance requirement by moving contractors.
- Trash/Recycling Moving boxes must be broken down for recycling. If there are excess boxes that will not fit in the recycling room, then boxes should be placed in the Dumpster Corral in the appropriate bin.
- Damage must be reported promptly to R Brown Partners.

## 11. GENERAL PROCEDURES

### No OBSTRUCTION OF COMMON AREA

There shall be no obstruction of the Common Areas of the Lofts at Westinghouse Condominium nor shall anything be stored in the Common Areas without the prior consent of the Board.

Door mats, shoes, boots, umbrellas, baby carriages, or other articles are NOT allowed in hallways, lobbies, or other public areas of the Condominium; nor may any decoration, or other article, other than those provided by the Board of Managers, be attached to hallway doors or walls.





## COMMON AREA DECORATIONS

Our condominium documents (Master Deed, Declaration of Trust, and Rules and Regulations filed at the Suffolk County Registry of Deeds) address the use of the common areas of The Lofts at Westinghouse Condominium. Common areas (Common Elements) include the exterior of unit doors, hallways, stairways, lobby, etc. The Rules and Regulations specify that

*"No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units, 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, without the prior consent of the Board."*

This includes items placed outside your unit door or on your unit door or door frame including, but not limited to, door knockers, signs (however cute, welcoming, warning of cats or dogs, etc.), plants, tables, decorative wreaths, pottery, lock boxes, candle holders, umbrellas, shoes, etc.

Our legal documents do provide for our property's combined use by artists, residents and as studios and for the display of the artists' work product within the Common Elements of the Condominium. We, as your Board of Managers, appointed an Art Committee made up of Unit Owners to oversee the display of the artists' work within the Common Element.

## THE GALLERIES

The main lobby of Building C, as well as the elevator lobby on the second and third floor, is set up to function as an art gallery. It is scheduled by the Art Committee. Receptions may be scheduled in the main lobby.

The other galleries are rotated among the artists and residents of the Lofts. Please contact the Art Committee if you wish to participate.

## COMMUNITY EVENTS

Periodically, the community at the Lofts organize events in the building or on the property. These events are open to all and are volunteer run. If you would like to get involved in the planning or running of an event, or would like to propose your own event, please contact a Board Member.

## THE FRONT DOOR CODE

While keys to the front door will be given to you by the previous unit owner, a keyless door code will also be provided to you. This is for the residents and owners of the Lofts only. Please do not give this out to

anyone, including family member, cleaners, pet walkers etc.

This code is changed from time to time by the management company and Board of Managers. You will receive notification of the new code via email from the management company.

## THE FRONT DOOR GUEST ACCESS

To admit guests, you may have your telephone number added to the call box. Guests dial \*(Your Unit #) and it will ring to the number you provide. Press 9 to activate the door lock.

To have your number added, please contact R Brown Partners [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com). More than one number may be added per unit.

## THE FRONT DOOR KEY FOB

For hands free access to the front door, a key fob may be purchased through the management company.

This fob has two buttons, one for each door. Button 1 will unlock the exterior door and, if in close proximity to the door, will cause it to open. Button 2 opens the inner glass door.

Lost fobs may be replaced by purchasing a new one from R Brown Partners [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

## DOORS TO COMMON AREAS

Doors to the common areas of the building should not be propped open for any reason, except during public events such as Open Studios or Gallery Receptions.

Propping the doors open leaves them vulnerable to damage. It also circumvents the call box system.



## LOCKS AND LOCKOUT POLICY

Each unit owner should consider leaving a copy of his or her key with someone he or she trusts, in case of a lockout. If you have locked yourself out, please contact R Brown Partners at (617) 782-3400.

Locks may be changed, at the Owner's expense, but should be keyed to be on The Lofts master lock system in case of emergencies.

## POSTAGE STAMP PARK

The entire Motherbrook complex has a shared barbecue area that is unofficially referred to as "Postage Stamp Park." There are picnic tables and charcoal grills. This park is available on a first-come/first-served basis.

Please be respectful of our neighbors and be sure to clean up after yourselves and your guests. Also, please practice exceptional fire safety by ensuring the grill coals are completely out before you leave the area.

## BULLETIN BOARDS/SOLICITATION

Items of interest may be placed on the Bulletin Board in the mail room by residents, owners or our neighbors. Solicitation (door-to-door and/or mail drops of any kind) are not permitted. Residents are requested to notify R Brown Partners if/when solicitors appear in the buildings.

## MAINTENANCE REQUESTS

Maintenance requests for the common elements such as elevator, lobby, cleaning comments, sidewalks, hallway or stairwell lighting should be directed to R Brown Partners by telephone or email.

Maintenance issues within your own unit, such as a broken appliance or battery change in a smoke detector, are your own responsibility.

## COMMON AREA BATHROOMS

There are two bathrooms located off the main lobby and one on the second floor. The bathrooms in the main lobby are shared with our commercial first floor unit owners and tenants.

## BICYCLE STORAGE

In both stairwells there are bicycle racks; there is also an outside bicycle rack in front of the main entrance. Due to space challenges, please apply for a bicycle permit sticker from the Board of Managers by filling out the form downloadable from the website and email it to Jim Sisk ([jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com)). He will notify you as to which Board Volunteer has the stickers for distribution.

Bicycles without stickers are subject to removal if the space becomes too crowded.

No motorcycles or gas-powered scooters are to be stored in these areas. No personal items (gas grills, strollers, chairs, etc) may be stored in any common areas.

## SNOW REMOVAL

During snow storms we have on site plowing, please be cognizant of moving your car at least once during a significant snowfall to allow access for the snow plows.

You may wish to coordinate with your immediate parking neighbors to ensure that your area is cleared.

## CONTRACTORS AND WORK IN UNITS:

All work in your unit affecting the structural or mechanical systems of the Condominium including, but not limited to, plumbing, electrical, and HVAC must be approved by the Board of Managers.

Any and all construction work done involving electrical or plumbing requires a building permit. A building permit is required if you are remodeling a bathroom or kitchen in your unit. If you hire a contractor, you are responsible to insure that the contractor submits to Lofts at Westinghouse by delivering to R Brown Partners the following:

A summary of the scope of work that will be done in your unit.

A copy of a Certificate of Insurance – with The Lofts at Westinghouse Plaza named as additional insured, and evidencing that the contractor has Worker's Comp. Insurance.

Names of all persons doing electrical and plumbing work in the unit and at the property as well as copies of their Licenses, and Certificates of Insurance.

If you will need water to be shut off, we require at least seven (7) days notice from your contractor so we may notify other residents.

No construction, renovation, or other work may be conducted in any Unit, whether by the Owner or any contractor or tradesperson, except during the hours of 9am - 5pm. No work is permitted on Sundays.





## APPLIANCES, PAINT, ETC.

Most of the original units were originally built with cabinetry by Camio Cabinets in Canton, MA. Most of the walls were painted with Benjamin Moore EcoSpace Flat finish.

## INSURANCE

Each Unit Owner is required to have his or her own Homeowner's Insurance Policy. Contact your insurance agent to get the correct policy.

## NOISE

We are all neighbors sharing the same walls, floors, ceilings, and hallways. Please be considerate and practice the Golden Rule.

The total volume of noise producing instrumentalities, such as tvs radios, cds, ipods, and musical instruments, shall be turned down after 10pm. And shall be at all times, kept at sound level to avoid bothering the neighbors.

## VIOLATIONS, FEES, PENALTIES, ETC.

Owners and residents who violate rules and regulations of our community will be issued a warning letter with a cease and desist date. Further actions may result (including, but not limited to, fines and collection fees).

## SALES AND REFINANCING OF UNITS

Unit Owners selling or refinancing their units will need a 6(d) Certificate (certification by the Board of Managers that there are no unpaid common area fees due and payable on the unit as of the date of the sale/refinance).

This document requires original signatures by a majority of the Board of Trustees which cannot be coordinated on short notice. Ten days advance notice is required to obtain a 6(d) Certificate. Contact R Brown Partners at (617) 782-3400 or [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com) for a Request Form for 6(d) Certificate. Additional forms may also be required. There is a \$50 fee for a condominium questionnaire and \$50 fee for a set of condominium documents.

A Certificate of Insurance can be obtained directly from Eastern Insurance.

For insurance certificates, please submit requests to Megan Folan ([mfolan@easterninsurance.com](mailto:mfolan@easterninsurance.com), 781-261-2161) or Anita Chesson ([achesson@easterninsurance.com](mailto:achesson@easterninsurance.com) Fax: 508-647-3261).

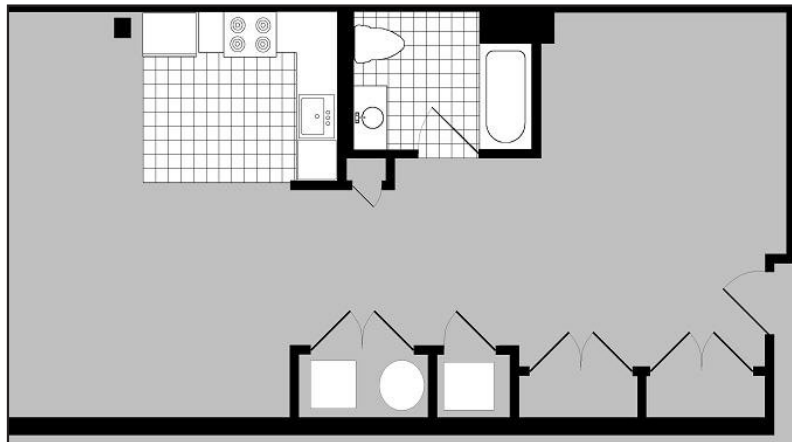
If you have question regarding certificates, you may call Anita Chesson at 781-596-8913.

## RESIDENTIAL TAX EXEMPTION

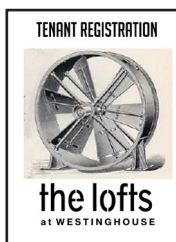
Since 1983, the City of Boston has offered a residential exemption to homeowners that occupy their property as the principal residence.

Taxpayers who own and occupy their home can save on their tax bill by having a portion of their tax bill exempted from taxation. To qualify for the residential exemption, homeowners must own and occupy their home on January 1 preceding the start of the fiscal year.

The value of the exemption is subtracted from the total full valuation. The fiscal year residential exemption is 30% of the average value of all residential property in the City.



## 12. RENTALS/LEASING



Unit owners shall provide written notification to the board of their intention to lease/rent their unit. The unit owner shall complete a rental information form provided by R Brown Partners, which must be signed by the unit owner and tenant.

Nonresident owners who choose to rent out their unit(s) have a responsibility to provide their tenant(s) with a copy of the Lofts at Westinghouse Condominium Rules and Regulations. It is the owner's responsibility to ensure that all tenants abide by these Rules and Regulations.

Unit owners are responsible for their tenants, including any common area damages, fines, or other assessments from their activities.

No short term rentals are allowed. Short term is anything under 6 months.

### 13. PARKING

## ASSIGNED PARKING

All numbered spaces are assigned to unit owners and no one but those unit owners or their designees may use them.

Only non-commercial automobiles, mini vans, and motorcycles may be parked on the premises. This policy prohibits pickup trucks, recreational vehicles (RV), boats, campers, and trailers. No unregistered vehicle may be parked anywhere on the premises. (Reference is made to State registration).

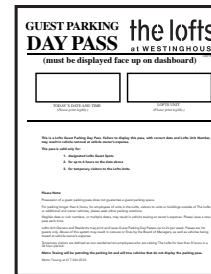
## GUEST PARKING

Guest parking spaces are marked with signs, and are for Lofts at Westinghouse Condominium guest parking only. Reminder: Unit Owners must park in their assigned parking spaces — not the guest spaces.



- Guest spots are 59, 60, and 61 (just past the dumpster corral between Buildings C and D) and the first 6 spots in the Auxiliary Lot closest to Building C.
- All visitors parked between 10pm and 7am in spaces marked "Guest" must display the latest issued "Guest Parking Permit" in the front window; parking permits are available from the management company—limit 1 per unit. In the event of a lost permit, the Unit Owner is responsible for the \$100.00 replacement cost.
- Between 7am and 10pm, a Guest Parking Day Pass may be downloaded and printed out from the web site. This is to insure that these spots are only being used by guests of The Lofts. Cars without permits may be subject to ticketing and towing. The password to download is "daypass".

- Loading Zone parking is intended for short-term use only and subject to being towed from 1:00 am - 6:00 am. The loading zones are on either side of the Bike Rack by the main lobby of Building C.
- Guest vehicles are limited to 5 days in a 30-day period. Any visitor that remains at The Lofts at Westinghouse Condominium for 5 days, or longer, must seek alternative parking arrangements. Unauthorized vehicles are subject to towing by Metro Towing.
- Please contact the Management Office if you have, or require, a space for rent.



## HANDICAP PARKING SPACES

The Lofts is responsible for two handicap parking spaces to the left of the front entrance. These spaces are for handicap guests and temporary parking only and are not to be considered replacements or substitutes for an owner's deeded spaces. Any vehicle in the handicap spaces must display the appropriate handicap placard or risk being towed at their own expense.

## TOWING

No vehicle is permitted to park in designated fire lanes, restricted parking lanes, or loading zones. Vehicles may discharge passengers or unload material for short term (15 minute limit) with flashing emergency lights in the loading zones or other non-designated areas.

The Board of Managers hires a towing company to patrol the grounds at random times. There is no prior notice, so please do not park in Fire Lanes or any other non-assigned area. Anyone in violation of any of the provisions of the parking policy is subject to being towed at their own expense.

To report violations in loading zones, guest parking, designated fire lanes, and other non-assigned areas, please contact the management company and report the time, vehicle model and license plate.

In the event that a car is in a Unit owner's assigned, numbered space, they may call **Metro Towing** (617) 364-0523 directly to have a car towed. For first time offenders, please consider leaving a polite note before escalating.

All temporary parking areas are to be left clear during snowstorms and snow cleanup. Please refer to the snow removal procedure for more details.



## 14. PHONE, CABLE & INTERNET ACCESS

The Lofts have access to RCN, Verizon Fios and Xfinity. Please contact your service provider of your choice for packages and hook-ups.

RCN Representative: D Frizelle Mason-Jones, Business Development Manager 617-594-1893 or [www.rcn.com/boston/](http://www.rcn.com/boston/)

Xfinity [www.xfinity.com](http://www.xfinity.com)

Verizon Fios [fios.verizon.com](http://fios.verizon.com)

## 15. TRASH/RECYCLING

Trash and recycling disposal is an unpleasant chore, but a few simple measures can be taken to make visits to the trash and recycling rooms more bearable for you and each person that follows. Ensuring that trash and recyclables are actually placed in the appropriate containers is the first and most important step.

The trash and recycling are picked up frequently enough that there should always be an empty container. Problems with pick-up or trash-room cleanliness should be directed to Jim Sisk at [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

### TRASH - BLACK BINS

To keep our Trash Rooms as clean and organized as possible, trash must be placed in tightly-sealed plastic bags and placed into the covered trash carts located within each Trash Room. Place the trash in the farthest empty cart first. Always secure the cover on the cart after depositing your trash.

If the bag is too big to fit in the bin, or particularly foul, please take directly to the dumpster.

Please do not use the common halls as a staging area for a trash-run by leaving the trash outside your unit's door.

Pet waste should not be disposed of in the trash rooms, but should be brought to the dumpster. Kitty litter needs to be double bagged and brought directly to the dumpster.

Hazardous materials (e.g. paint, oil, caustic materials, etc.) need to be handled appropriately.

### RECYCLING - BLUE BINS

Dedicated containers are provided for the recycling of paper and co-mingled (metal, glass, plastic) items. Paper may be placed loose or bundled in a paper bag into the appropriate container.

All metal, glass, and plastic (co-mingled items) **should be cleaned** and placed loose into the appropriate container. Cardboard boxes must be flattened and bundled if possible.

### WHAT CAN BE RECYCLED:

- Paper, newspaper, junk mail, magazines, catalogs and envelopes
- Clean cardboard and boxboard
- Paper egg cartons
- Paper bags
- Office and school papers
- Empty glass jars and bottles
- aluminum cans and clean foil
- empty tin and steel aerosol cans
- All plastic containers labeled #1 and #2

### WHAT CANNOT BE RECYCLED:

- No garbage
- No food waste or food tainted items (used paper plates or boxes, paper towels or paper napkins)
- No polystyrene or styrofoam
- No motor oil bottles
- No hazardous chemical containers
- No plastic toys or sporting goods
- No electronics or batteries
- No compact discs or DVDs
- No foam egg cartons
- No ice cream cartons
- No light bulbs
- No yard waste or garden tools
- No pots and pans
- No phone books
- No pizza boxes
- No mirrors or window glass

## COMMON AREA TRASH

There is a trash barrel in Postage Stamp Park that is there primarily for pet owners. Dog waste bags are also available. That barrel is emptied and the bags restocked by the pet owners at the Lofts on a rotating schedule. If you are a pet owner, please contact the Pet Committee about the schedule.

Please feel free to contact us with any questions or comments regarding the trash/recycling. Please direct your inquiries to Jim Sisk at 617-782-3400.

## FITNESS ROOMS

Please be aware that use of the fitness equipment is at your own risk.

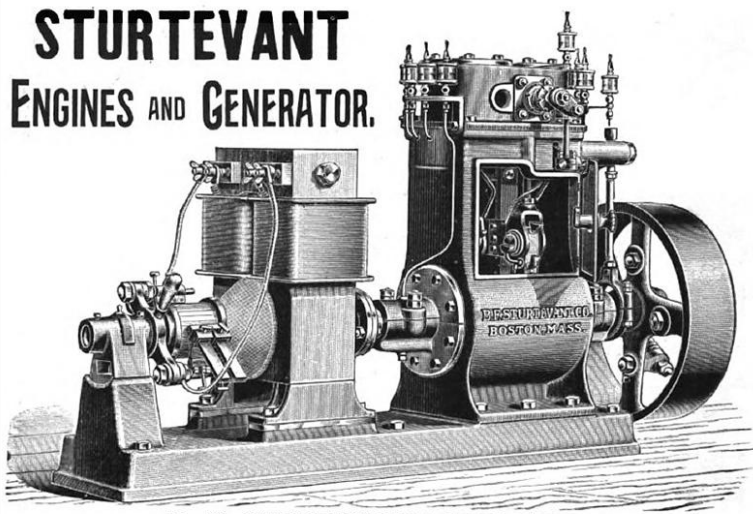
The hours of operation are from 7am to 10pm.

There are fitness rooms located at the end of the hall on the second and third floor for use by owners of the Lofts of Westinghouse.

Do not remove any equipment from the Fitness Rooms or leave your own equipment there. Please respect your neighbors and do not drop weights or grunt loudly. Please respect the equipment and put it away properly when you are done.

For maintenance or repairs, contact R Brown Partners at [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

## STURTEVANT ENGINES AND GENERATOR.



B. F. STURTEVANT COMPANY.



## LAUNDRY ROOMS

There are hookups in every residential unit. However, if you do not own a washer and dryer, there are facilities on the second floor.

The hours of operation are from 7am to 9 pm. Please do not start a load after 9 pm as you may disturb your neighbors with the machine noise.

The machines are maintained by AutomaticLaundry.com. For maintenance or other issues, please contact them at 800-422-5833.

## 16. PET POLICIES

The Lofts at Westinghouse Condominium is a pet-friendly building; however, certain rules need to be maintained to keep it as such. These rules are part of the Master Deed for the entire Motherbrook LLC property and have been amended for application within The Lofts.

Pursuant to the Master Deed of the Lofts At Westinghouse Condominium (the "Condominium"), and subject to conditions set forth below, ordinary domestic pets (a maximum of one dog or two cats or birds) may be kept by a Unit Owner, Tenant or Resident in a Unit.

Please fill out the Pet Registration form and send to Jim Sisk at R Brown Partners. [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com)

However, the Board of Managers (the "Board") of the Lofts at Westinghouse Condominium Association (the "Association") has the authority, in certain situations and in its discretion, to remove a pet from the Condominium if it interferes with the quiet enjoyment of other Unit Owners, Tenants or Residents because it is a nuisance or a danger. In order to achieve harmony in the Condominium, the Board will strictly enforce the pet restrictions in the Condominium Documents. Following are the Pet Restrictions and Procedures:





## PET RESTRICTIONS

- a. Pets shall be limited to dogs weighing no more than fifty (50) pounds, domestic cats, caged birds, such as parakeets, canaries, and parrots, and fish in aquariums with a capacity of no greater than ten gallons.
- b. Pets shall not exceed one (1) per dwelling unit with respect to dogs and shall not exceed two per dwelling unit with respect to all other pets (other than fish).
- c. Pets shall not be kept and maintained for commercial purposes or for breeding.
- d. Pets shall be subject to permanent removal from the Condominium upon ten (10) days written notice from the Board in the event any such pets cause or create a nuisance or unreasonable disturbance.
- e. Pets shall be licensed and inoculated as required by law.
- f. Pets are not permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless in a cage or on a leash. Leashes may not exceed a length that will permit close control of the pet. Extending leashes must be fully retracted while within the Condominium building.
- g. Any Unit Owner, Tenant or Resident keeping a pet or animal in violation of these provisions, or which causes any damage to or requires cleanup of any unit or the Common Elements, or which is offensive or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or noise.
- h. All waste generated by pets in or on any portion of the Common Elements or in any unit must be immediately removed and properly disposed of through the use of a "pooper scooper" or other similar means by the pet owner. All waste generated by pets in or on any portion of the Common Elements, or in any unit, must be disposed of in securely- contained and closed waterproof bags.

## PET REGISTRATION PROCEDURES

- a. All pets and service animals must be registered with Condominium Managing Agent of The Lofts at Westinghouse Condominium (R. Brown Partners) at move-in. A new pet must be registered by the Unit Owner, Tenant or Resident within seven

(7) days of adoption or move-in. A one-time \$100 registration fee is required for any pet, provided. The registration fee is waived for all service animals, with proper proof that the animal is a service animal.

- b. Failure to register a pet within 30 days of adoption or move-in may result in the imposition of a fine. It is the Unit Owner's responsibility to notify the Condominium Managing Agent (as defined by Section 4.2 of the Bylaws of The Lofts of Westinghouse Condominium) when a registered pet no longer resides in the unit.
- c. A pet may be kept in a unit ONLY after the Unit Owner AND the Tenant of the Unit Owner (in the case of a non-owner-occupied unit) have/has completed, signed and returned to R Brown Partners the Pet Registration Form and Indemnification signed by the Unit Owner and, where applicable, the Tenant of the Unit Owner, indemnifying the Condominium Association and holding it harmless from any loss, claim or liability of any kind or character arising from or related to the keeping or maintaining of such pet within the Condominium.
- d. A pet may be kept in a Unit ONLY after the Board of Managers has received an insurance certificate satisfactory to the Board from the Unit Owner AND from the Tenant or Resident (in the case of a non-owner-occupied unit) that the Unit, Unit Owner and the Tenant or Resident are insured in compliance with Section 10.3 of the Condominium By-Laws (Insurance to be Maintained by Unit Owners).

## ENFORCEMENT OF THE PET POLICIES AND PROCEDURES

Any Unit Owner, Tenant or Resident keeping or allowing a pet which (i) violates any of the requirements of the Pet Policy and Rules and Regulations, (ii) causes damage to or requires the clean-up of common areas, (iii) is offensive, or (iv) causes or creates any nuisance or unreasonable disturbance or noise shall be:

- a. personally liable for the cost of the repair or such damage or cleaning or elimination of such disturbance, noise or nuisance; and
- b. subject to a fine for each violation; pursuant to the Condominium's Fine Policy. Additionally, the Board may require permanent removal of such pet from the Condominium.

Notwithstanding the foregoing, ordinary domestic pets shall be permitted if necessary for persons with disabilities, subject to Federal and State laws, ordinances, and regulations.

## 17. THE HISTORY OF THE LOFTS

The B.F. Sturtevant Co. arrived in the Readville section of Hyde Park as the largest industrial fan manufacturer in the world, situating their works in a strategic location. Abutting an industrial waterway and near the juncture of three important railroads, they had access to a large pool of skilled workmen and excellent transportation. Built by renowned mill architects Lockwood, Green and Co, the sprawling ten building, twenty acre complex was highly integrated and self-sufficient with onsite foundry, forge and machine shops. An internal network of overhead cranes, small gauge track, a team of horses and a workforce of 1500 were utilized to move product throughout the plant.

Building C was the original fan building (1903 -1919), all fans were built here with a portion of the 2nd floor removed for needed extra height in constructing the largest mechanical draft fans. The moving of the foundry offsite in 1919 changed the product mix to a variety of small fans, coils and, after 1945, the Westinghouse Precipitron. By the mid-1970s, the building was mostly vacant with some fan welding still occurring. The tapered brickwork extending out along the west wall are heater flues that were part of the original ventilating system.

(From <http://www.sturtevantfan.com>)

In 2001, Motherbrook LLC acquired the Plaza. The Lofts project was promoted by former Mayor Menino, City Counselor Rob Consalvo, a Readville Neighborhood committee, and the Boston Redevelopment Association to bring condominiums and Artist housing to Hyde Park. The construction was completed in December of 2009, and the first unit was sold in March of 2010.



## THE ROSIE STORY

In 1942, Pittsburgh artist J. Howard Miller was hired by the Westinghouse Company's War Production Coordinating Committee to create a series of posters for the war effort.

One of these posters became the famous "We Can Do It!" image—an image that in later years would also be called "Rosie the Riveter", though it was never given this title during the war.

Miller is thought to have based his "We Can Do It!" poster on a United Press International wire service photograph taken of Ann Arbor, Michigan, factory worker who was 17 and briefly working as a metal-stamping machine operator.

The intent of the poster was to keep production up by boosting morale, not to recruit more women workers. It was shown only to Westinghouse employees in the Midwest during a two-week period in February 1943, then it disappeared for nearly four decades.

During the war, the name "Rosie" was not associated with the image, and it was not about women's empowerment. It was only later, in the early 1980s, that the Miller poster was rediscovered and became famous, associated with feminism, and often mistakenly called "Rosie the Riveter."



## 18. THE SOLAR PROJECT

### SOLAR HISTORY



In 2014, several Loft owners asked the Board of Managers to investigate the concept of “greening” the building by adding solar power to the building. This began a two year project that went live in late 2016.

The goal of the project was to add a capital improvement to the building that would provide power through a renewable resource, while adding value to the condo properties. After an extensive search and several informational meetings, Sunbug Solar was contracted to build a 648 solar panel system, projected to generate 255 megawatt hours of electricity each year. This would cover the electrical usage for the common areas in the Lofts, as well as offset, on average, 2 months of each owner’s electricity usage per year.

The project was financed in its entirety with a bank loan, meaning that there was no depletion of condo reserve funds, no unit owner special assessments, and no increases in condo fees. Payments on the bank loan will be covered by two sources: common area electricity expense savings plus SREC (Solar Renewable Energy Certificate) income. Perhaps most significantly, the entire solar project is cash flow positive from its first year of operation onward.

The project will help prevent 179 metric tons of carbon dioxide from being emitted into the atmosphere. 179 metrics tons is roughly the amount that would be produced by burning over 20,000 gallons of gasoline.

## 19. WHERE ARE WE LOCATED?

Located a mere two and a half miles from Route 95 and a quarter of a mile from the commuter rail at Readville Station, the location affords a Boston address that is only twenty minutes from Downtown and only a few hundred yards from the suburb of Dedham. The Readville neighborhood of Hyde Park is a quiet bedroom community.

### PUBLIC TRANSPORTATION

The MBTA Readville station is approximately a 10 minute walk; trains on the Fairmont and Franklin/Forge Park line service this station.

The MBTA Hyde Park station is approximately a 5-10 minute drive; trains on the Franklin/Forge Park and Providence/Stoughton line service this station.

The Orange Line station Forest Hills, is approximately a 20 minute drive on Hyde Park Avenue.

The 32 bus originates in Wolcott Square and ends at Forest Hills.

### LOCAL POINTS OF INTEREST

Wolcott Square is the “center” of Readville. Located in the square are Dunkin Donuts, McCrea’s Candies, Roger’s Services gas station, Olympic Pizza, Wolcott General Store, Richard’s Wine and Spirits, and the Readville Post Office.

The Readville neighborhood is also home to the BC Bakery on Como Road, Johnny’s Liquors & Market, and Tutto Italiano, an Italian grocer both on River Street.

### NEAREST GROCERY STORES

- Roche Brothers – 1800 Centre Street, West Roxbury
- Shaws –1377 Hyde Park Avenue, Hyde Park
- Stop & Shop – 1025 Truman Highway, Hyde Park
- Wegmans - Westwood, MA
- Whole Foods — Legacy Place, Dedham

### RESTAURANTS

- Village Manor on Sprague Street past the MBTA station
- Antonio’s Bacaro and Zaz in Cleary Square (center of Hyde Park)
- D Coal Pot, 984 Hyde Park Ave, Boston, MA 02136 - (857) 345-9512

There are also other take out dining options in Cleary Square. We are only a short drive to Roslindale, West Roxbury, and Dedham for a multitude of options.

### SHOPPING MALL

- Legacy Place, off Route 1, in Dedham.
- University Place in Westwood, MA



## 20. LOFTS SOCIAL MEDIA

There is a fairly active, moderated, community page on Facebook for residents and artists at the Lofts at Westinghouse, maintained by volunteers among the residents and owners.

If you wish to join, please check with your neighbors, not R Brown Partners, to receive an invite.

It is for social interaction and easy communication between neighbors.

The Board of Managers of the Lofts and R Brown Partners do not maintain official presences on the group, monitor it, or otherwise maintain it. If you have an emergency or need to get in touch with the board or R Brown Partners, please use alternative methods.

Please note that this forum is moderated for the privacy, security and the general well being of the community. We have a "be nice" comment policy. Please be positive and constructive with your comments.

This space is for social interaction, not heated discussions. Remember that these are your neighbors. Anything that you would not say face to face should not be said online. Conversations that violate these guidelines or are considered inappropriate by the moderators will be removed and the poster(s) may be asked to hold from further comment or removed from the group.

Also, please note that Board of Managers business and announcements are not made here; official correspondence will come via the Property Management. Issues regarding the condominium complex should be directed to the Board of Managers and Jim Sisk at R Brown Partners via email at [jsisk@r-brownpartners.com](mailto:jsisk@r-brownpartners.com).

## 21. BICYCLE REGISTRATION

The bicycle registration policy aims to bring order and manageability to the storage of bicycles in the common racks around the building. To implement the bicycle registration policy, each owner must register all bikes, current and future, stored in the racks that belong to them or their tenants.

Please complete the attached form and submit it to Board Managers Pam Ross (unit 309) or Matt McKee (during business hours at unit S7) in exchange for a sticker for each bike you register. Then place the sticker on your bike to register it. The sticker should be placed on the seat tube of the frame, nearest the seat clamp as possible. This number will remain on file in our registration records identifying the bike as belonging to you.

Unless space allows, only one registered bike per resident may be stored in the common racks. Owners with multiple registered bikes stored in the common racks may be required to reduce their number of bikes to one in order to make room for the greatest number of users. Use of the bike rack is on a first come, first served basis and registering your bicycle does not guarantee a space in the bike rack.

Storage of personal belongings in the common areas is at your own risk and items that are stolen, missing or damaged are not the responsibility of The Lofts at Westinghouse Condominium Trust or R Brown Partners.

As needed, any bikes that are not registered will be removed. U-Locks and high security chains are no match for an electric grinder so please register your bike if you wish to keep it.

If you have any questions, please contact Jim Sisk 617-782-3400.

This form may also be downloaded from

<http://westinghouselofts.org/condo-documents/>



## 22. RULES AND REGULATIONS

Pursuant to the provisions of the Bylaws of The Lofts at Westinghouse Condominium Association, the following general rules and regulations are adopted:

1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as expressly provided herein or in the Bylaws. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Bylaws and the Master Deed.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building of the Condominium (the "Condominium Building"), or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done, or kept in his unit, or in the Common Elements which will result in the cancellation of insurance on the Condominium Building or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
3. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units, 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, without the prior consent of the Board.
4. Household pets, to the extent permitted pursuant to the terms and provisions of the Master Deed and/or Bylaws, shall be subject to the following Rules and Regulations:
  - (1) Such pets may not be kept, bred or maintained for any commercial purposes;
  - (2) No pets shall be allowed loose in Common Elements;
  - (3) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Board for such purpose;
  - (4) Owners of pets shall immediately clean up and remove any defecation on the Common Elements; and
  - (5) Each Unit Owner or resident keeping such a pet which violates any of said rules and regulations or causes any damage to

or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements, is offensive, or causes or creates any nuisance or unreasonable disturbance or noise, shall be:

- (i) Fined in an amount determined by the Board or assessed by the Board for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
  - (ii) Required by the Board to permanently remove such pet from the Condominium upon three (3) days' written notice from the Board.
5. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself for permit anything to be done by such persons or pets, either willfully or negligently, which:
  - (1) May be or become an annoyance or nuisance to the other Unit Owners or occupants,
  - (2) Will interfere with the rights, comforts or conveniences of other Unit Owners,
  - (3) May or does cause damage to any other Unit or to the Common Elements, or
  - (4) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Elements.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. In the event that the Board determines that noise can be abated by the installation of carpeting, the Unit Owner shall install carpet to reduce noise level. The Board shall assess to such Unit Owner such costs.

Total volume of noise producing instrumentalities such as, but not limited to, television sets, radios, CD players, phonographs, and musical instruments, shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.

Notwithstanding the foregoing, Unit Owners shall be permitted to generate such fumes and noise as are reasonably necessary in connection with such Unit Owners' profession as an artist provided that such fumes shall be properly vented from the Building or such noise is adequately contained in a manner that will not unreasonably disturb other Unit Owners.

6. All interior window treatments exposed to any window shall have white or off white colors facing the windows. No clothes, sheets, blankets, laundry, rugs of any kind or other articles shall be hung out of the windows or sliding doors of any Unit or exposed on or in any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials and any large items of rubbish or materials for disposal must be removed from the Condominium by the Unit Owner responsible for such items.
7. Nothing shall be altered in, constructed in, or removed from the Common Elements except upon the written consent of the Board.
8. No part of the Common Elements of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board. Notwithstanding the foregoing, it is hereby agreed and acknowledged that the Board shall appoint a committee made up of Unit Owners who shall oversee the display of the artists' work product within the Common Elements of the Condominium and the Board shall not unreasonably withhold its consent to any such display.
9. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for by the Unit Owner who shall have caused it. Bicycles, baby carriages, carts and the like may be stored only in areas designated by the Board and in such a manner so as not to obstruct any Common Elements.
10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
11. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit without the prior consent of the Board.
12. Any maintenance, repair or replacement of Common Elements which is the responsibility of Unit Owners pursuant to the Master

Deed or the Bylaws shall be done only by contractors or workmen approved by the Board.

13. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such fluids, materials, chemicals and substances as are customary for residential or artists' use. Each Unit Owner shall store, contain and dispose of any such fluids, materials, chemicals and substances in compliance with all applicable legal requirements and any additional requirements which the Board may impose with respect to such storage, containment and disposal.
14. No wood or coal stoves or similar devices shall be permitted in Condominium Units.
15. If any key or keys are entrusted by the Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Manager, agent or employee of the Board, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Manager, agent or employee and the Board shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.
16. The Board, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board. In case such consent is given, the Unit Owner shall provide the Board, or its designated agent, with an additional key pursuant to its right of access to the Unit.
17. All personal property of the Unit Owners in the Units, or Common Elements, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Board, the building management, nor their respective successors or assigns, shall bear any responsibility there for.
18. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
19. No moving of furniture or other items to or from Units will be undertaken without the express consent of the Board, and then only if pads are installed in the elevator and precautions are taken to safeguard doors, moldings and other common elements.



20. Installation and programming of keyless entry systems will be undertaken only with the permission of the Board and at the sole cost of the Unit Owner.
21. Any consent or approval given by the Board under these Rules and Regulations may be added to, amended, or repealed at any time by the Board.
22. Each Unit Owner utilizing a parking space shall park only within such designated space and in a manner which does not interfere with or impede any other person parking in the parking area and each Unit Owner will cooperate with other entitled parkers to facilitate the use of the parking spaces.
23. Unit Owners shall provide written notification to the Board of their intention to lease/rent their unit. Upon notification, the Unit Owner shall complete a Condominium Rental Information Form provided by the Board. The Condominium Rental Information Form shall be signed by the Unit Owner and the tenant, and returned to the Board office prior to the tenant occupying the unit. A copy of the Condominium Rental Information Form shall be attached to, and become a part of, the lease between the Unit Owner and tenant. The Board shall be notified of any changes in the information on the Condominium Rental Information Form as those changes occur. An additional Condominium Rental Information Form shall be completed and returned to the Board for each new lease, a terminated lease, and extended lease, and/or renewed leases. For sale/lease signs will not be displayed on the property or in unit windows or doors.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE RENTAL OF ANY UNIT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, AS APPLICABLE TO SUCH UNIT.

24. In the event of a default by any Unit Owner in paying the Common Charges as determined by the Board, such Unit Owner shall be obligated to pay a late charge at a rate determined by the Board, for each payment not made within 10 days of the due date.
25. Violations of the above Rules and Regulations by any Unit Owner, tenant, family member, servant, employee, agent, or visitor shall be subject to the following:

First Infraction: A warning letter including a cease and desist date will be mailed to unit owner and violation recorded. If the violation is determined by the Board to be of a nature, which could affect

the safety of the owners and residents of the Condominium, the Board reserves the right to take whatever means necessary to stop the said violation immediately.

Second Infraction: A second warning letter will be sent to the unit owner stating that the violation still exists and that a sanction or fine has or may be imposed.

Further Infraction: If the violation persists past the given date, a third letter will be sent stating that the violation still exists. Standard collection action will be pursued which includes filing a lien on the unit for nonpayment of the fine and, ultimately, foreclosure if necessary.

If the alleged violator or the Board requests, a hearing will be held.

- (1) A hearing notice will be sent to the alleged violator stating the nature of the alleged violation; the time and place of a hearing; an invitation to attend the hearing.
- (2) An invitation may also be sent to any person or persons originating the complaint inviting them to the hearing in order to produce evidence to substantiate their complaint.

A Board representative will preside over the hearing with a quorum of the Board in attendance and will hear testimony from both sides at the hearing and then excuse both parties and the Board will render a decision.

#### 26. Move-In Rules are as follows:

- (1) SEVEN-DAY NOTICE REQUIRED: The Board or Management Company must be provided with a 7-business day written notice of the scheduled move date and time. Any special moving arrangement must be advised in writing 10 business days in advance. Failure to comply with these regulations will result in a fine.
- (2) MOVING TIMES: All moving must be scheduled and performed weekdays from 9:00 a.m. to 6:00 p.m.
- (3) MOVE IN/OUT FEES & DEPOSITS: The Unit Owner(s) may be required to pay a fee and/or a refundable deposit. Checks made payable to the Condominium should be included with 7-day advance notification. The fee and deposit may be required for both the move-in and move-out.
- (4) REFUND OF MOVE IN/OUT DEPOSITS: All damage or destruction to the common areas caused by the move will be repaired by the Board at the Unit Owner's expense. Any harm

to any occupants caused by the moving or caused by neglecting the required security precautions will be at the full expense of the moving Owner, regardless of the amount. If there are no damages, the full deposit will be refunded to the Unit Owner.

- (5) LEASING OF UNITS: If a Unit is being leased, the Unit Owner must provide to R Brown Partners the following information together with advance moving notice, fees, and deposit as above.

The name, phone number, mailing address and street address of the Unit Owner; The name of the Lessee(s) and, if different, the natural person who will be responsible for the Lessee's compliance with these rules;

A copy of the lease, plus commencement & termination dates of lease

Signed Rules signature page; and

Such consents of the Boston Redevelopment Authority as may be required pursuant to the Artist Housing Agreement and the Affordable Housing Agreement, as may be applicable to such Unit.

These Rules and Regulations may be amended from time to time by the Board of Managers.

# *You can be sure...if it's* **Westinghouse**

All radio-phonographs may look pretty much alike to you . . . but there can be a big difference in the listening. You will get far more enjoyment out of a set that's built *up* to a standard than you will from one that's built *down* to a price. And you don't have to be an expert to tell the difference. You can be *sure* if it's Westinghouse.



Westinghouse radios and radio-phonographs are available in a wide variety of models. The one shown here is the 186, which has exclusive Automix record changer, Electronic Feather reproducer, and Rainbow Tone FM. The bow-front cabinet is a Westinghouse classic. Home Radio Division, Westinghouse Electric Corporation, Sunbury, Pa.

*Listen...and you'll buy* **Westinghouse**

Listen to Ted Malone every morning Monday through Friday ABC Network

# GUEST PARKING DAY PASS

# the lofts

at WESTINGHOUSE

v06272018

(must be displayed face up on dashboard)

TODAY'S DATE AND TIME  
(Please print legibly.)

LOFTS UNIT  
(Please print legibly.)

This is a Lofts Guest Parking Day Pass. Failure to display this pass, with correct date and Lofts Unit Number, may result in vehicle removal at vehicle owner's expense.

This pass is valid only for:

1. designated Lofts Guest Spots
2. for up to 6 hours on the date above
3. for temporary visitors to the Lofts Units.

#### Please Note:

Possession of a guest parking pass does not guarantee a guest parking space.

For parking longer than 6 hours, for employees of units in the Lofts, visitors to units or buildings outside of The Lofts or additional unit owner vehicles, please seek other parking solutions.

Illegible date or unit numbers, or multiple dates, may result in vehicle towing at owner's expense. Please issue a new pass each time.

Lofts Unit Owners and Residents may print and issue Guest Parking Day Passes up to 2x per week. Passes are for guests only. Abuse of this system may result in censure or fines by the Board of Managers, as well as vehicles being towed at vehicle owner's expense.

Temporary visitors are defined as non-residents/non-employees who are visiting The Lofts for less than 8 hours in a 36 hour period.

**Metro Towing will be patrolling the parking lot and will tow vehicles that do not display the parking pass.**

Metro Towing at 617-364-0523.



**PET REGISTRATION/APPLICATION**  
**APPLICATION FOR APPROVAL TO KEEP ANIMAL/PET**  
**IN A UNIT AT THE LOFTS OF WESTINGHOUSE CONDOMINIUM**

**A one-time \$100 Pet Registration Fee is required of unit owners. Dogs of existing unit owners and their existing lessees are "grandfathered" and will not be required to pay the one-time fee PROVIDED, HOWEVER, that the completed, signed, dated Pet Registration/Application, Insurance Certificate and Indemnification Form IS RECEIVED BY R BROWN PARTNERS ON OR BEFORE DECEMBER 31, 2012.**

**Please Complete and return this form with a photograph of your pet.**

The Board of Managers will act on all applications with fourteen(14) days of receipt.

Names (s) of Applicant/Unit Owner \_\_\_\_\_  
Address of Applicant \_\_\_\_\_ Unit # \_\_\_\_\_  
Daytime telephone number # \_\_\_\_\_ Nighttime/weekends tel. # \_\_\_\_\_  
Email \_\_\_\_\_

Name of Tenant/Occupants: \_\_\_\_\_  
Unit # \_\_\_\_\_ Daytime tele # \_\_\_\_\_ Evening/weekend tel # \_\_\_\_\_  
Email \_\_\_\_\_

<p>Number of Cats _____ Dogs _____ in unit _____ Pet # 1 _____</p> <p>Type: _____ Species: _____ Color: _____ Sex: _____ Weight: _____ Age _____ Name: _____ City of Boston License #: _____ Neutered animal? y/n _____</p>	<p>Pet # 2 _____</p> <p>Type: _____ Species: _____ Color: _____ Sex: _____ Weight: _____ Age _____ Name: _____ City of Boston License #: _____ Neutered animal y/n _____</p>
---	--

Has animal(s) been fully inoculated? y/n \_\_\_\_\_ If yes: date of issue \_\_\_\_\_  
Is animal licensed by City of Boston: \_\_\_\_\_

**AGREEMENT**

I/we acknowledge receipt of, and agree to abide by, the Pet Policy of The Lofts of Westinghouse Condominium as well as the Master Deed, By-Laws, Rules and Regulations of The Lofts at Westinghouse Condominium as well as Mother Brook Condominium.

I/we hereby indemnify and hold Mother Brook Condominium, its Management Board, The Lofts at Westinghouse Condominium Association, its Board of Managers, its Condominium Managing Agent, and other Unit Owners at The Lofts

**THE LOFTS AT WESTINGHOUSE CONDOMINIUM ASSOCIATION**  
**UNIT OWNER INFORMATION FORM**

**1. Unit Ownership:**

Unit # \_\_\_\_\_ Unit Address: \_\_\_\_\_  
Name of Unit Owner(s): \_\_\_\_\_  
Address: \_\_\_\_\_ City/State? Zip \_\_\_\_\_  
Day Tel #: \_\_\_\_\_ Day Tel # \_\_\_\_\_  
Home Tel # \_\_\_\_\_ Home Tel # \_\_\_\_\_  
Cell Tel #: \_\_\_\_\_ Cell Tel # \_\_\_\_\_  
Email address: \_\_\_\_\_ Email address: \_\_\_\_\_

All occupants of unit:

Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_  
Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Owner-occupied: \_\_\_\_\_ (yes or no)

Is your unit alarmed? \_\_\_\_\_ If yes, name, telephone #, etc. of alarm company: \_\_\_\_\_

**IN CASE OF EMERGENCY Contact Information:** Name, address, and telephone #s: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Parking:** Do you own a garage Parking Space? \_\_\_\_\_ Space # \_\_\_\_\_

If yes, please complete the following:

Auto Make/Model \_\_\_\_\_ Color \_\_\_\_\_ YR \_\_\_\_\_ Reg# \_\_\_\_\_ State \_\_\_\_\_  
Auto Make/Model \_\_\_\_\_ Color \_\_\_\_\_ YR \_\_\_\_\_ Reg# \_\_\_\_\_ State \_\_\_\_\_

**3. Leased Unit Information.** If unit is leased, please complete the following:

Name(s) of Lessee/all occupants: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Day, evening & cell telephone #s for all occupants \_\_\_\_\_  
\_\_\_\_\_

Name, address and telephone number of the person(s) responsible for management, repair and maintenance of the unit (telephone #s must cover 24-hour a day period in case of an emergency): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Return completed form to:**

**Jim Sisk, R Brown Partners, 39 Brighton Avenue, Boston 02134**

**Telephone: 617-782-3400**

**FAX: 617-782-1151**

**Email: jsisk@r-brownpartners.com**

BICYCLE REGISTRATION FORM

**1. Unit Ownership and Occupants:**

Unit # \_\_\_\_\_ Unit Address: \_\_\_\_\_  
Name of Unit Owner(s): \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Day Tel #: \_\_\_\_\_ Day Tel # \_\_\_\_\_  
Home Tel #: \_\_\_\_\_ Home Tel # \_\_\_\_\_  
Cell Tel #: \_\_\_\_\_ Cell Tel # \_\_\_\_\_  
Email address: \_\_\_\_\_ Email address: \_\_\_\_\_

**All occupants of unit:**

Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_  
Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_

**Tenants:**

Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_  
Name: \_\_\_\_\_ Day Tel # \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_

**Return completed form to Board Managers Pam Ross (unit 309) or Matt McKee (during business hours at unit S7), to receive your numbered bike registration sticker.**

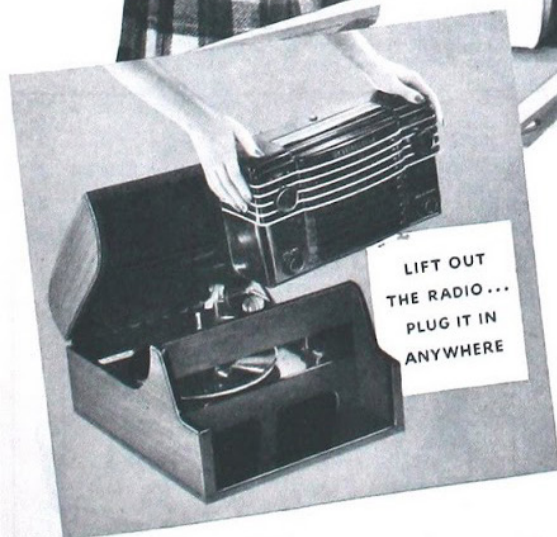
**CONDOMINIUM USE ONLY. DO NOT WRITE BELOW THIS LINE**

**Date:** \_\_\_\_\_

**Bike registration number(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



*"everybody's coming  
since I got my  
Westinghouse  
Duo"*



Here's a two-in-one instrument that will be the hot spot of any after school party. An automatic radio-phonograph with a LIFT-OUT, CARRYABOUT radio! This revolutionary set plays ten 12-inch or twelve 10-inch records . . . up to 50 minutes of uninterrupted recorded music.

The lift-out radio is compact and powerful and its lightweight makes it easy to lift out and carry. You can plug it in the bedroom, kitchen, or den and get big radio performance in small set size. It has a beautiful airstream cabinet only 9" high clad in rich satin finished mahogany veneers with matching mahogany plastic radio or toasted mahogany finish with contrasting ivory plastic radio.

See your Westinghouse Radio retailer today and ask for a demonstration.

*Tune in Ted Malone Monday through Friday 11:45 A.M., E.S.T., A.B.C.*

*listen...and you'll buy Westinghouse*