

The Breakers Condominiums

Community Handbook

(June 2019)



Professionally Managed By:

Thayer & Associates, Inc., AMO

1812 Massachusetts Avenue

Cambridge, MA 02140

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FORMAL STRUCTURE OF THE CONDOMINIUM

The Breakers Condominium Association was constructed in 1986. The property is comprised of one 11 floor high-rise building totaling 72 units. The community contains a parking lot in the rear of the property, two elevators, indoor pool and spa, locker rooms, and a storage room. The Association was established by a set of Governing Documents (*also referred to as Condominium Documents*) including a Master Deed, Declaration of Trust, and Bylaws. These documents were recorded with the Suffolk County Registry of Deeds at the time of development in 1986.

ASSOCIATION GOVERNANCE

The By-Laws of the Condominium provide that the management of the property be overseen by said Board of Trustees. Together with the Management Company, they work to maintain the economic and physical condition of The Association, while ensuring that the Condominium Documents and Rules & Regulations are adhered to so that all Homeowners can enjoy their home at The Breakers Condominium Association.

ASSOCIATION WEBSITE

The Association does utilize a website to provide documents, information, and email notifications from time to time. All Homeowners are strongly encouraged to register themselves on the website by visiting www.pilera.com and clicking “Login” and then “Request Login” on the next screen. Once approved, Owners can list additional Residents such as spouses, tenants, or other contacts they would like to receive email notifications. Homeowner’s will then have access to all information posted to the website and have the ability to make payments online.

BOARD OF TRUSTEES

The Board of Trustees is made up of volunteer Homeowners who are elected by a majority of the collective ownership at The Breakers Condominium Association in accordance with The Association’s Master Documents. Current Board members are listed on the Association website.

The Board meets regularly with the Management Company to effectively manage The Association. The Board reviews and makes decisions on policies, maintenance, administrative, insurance & financial reports, and other issues which arise. Owner(s) may present a concern or suggestion to the Board of Trustees, by notifying the Property Manager (*in writing*).

ANNUAL MEETING OF HOMEOWNERS

The Annual Meeting of Homeowners is held once a year, generally in June but the date may change depending upon ongoing projects. The meeting reviews the previous year’s operations and financials, and typically includes information for any upcoming items being considered. Trustees are also elected at the Annual Meeting each year.

MANAGEMENT

The Board has engaged the services of Thayer & Associates, Inc., AMO as the Managing Agent for the Condominium Association. They work under the direction of the Board of Trustees to carry out the operations and management responsibilities. Included in these responsibilities is the collection of the Condominium Fees (Common Area Charges).

MANAGEMENT CONTACTS:

<u>Contact</u>	<u>Name</u>	<u>Mailing Address</u>	<u>Contact Information</u>
Property Manager	Jeanice Sherman	1812 Massachusetts Ave. Cambridge, MA 02140	617-354-6480 jsherman@thayerassociates.com
Maintenance Manager	Michael Clark	474 Revere Beach Blvd. Maintenance Office Revere, MA 02151	Leave message on Office Door, in Door slot or call Thayer. Office hours M-F 7am-12 noon 617-354-6480
Management Company	Thayer & Associates, Inc., AMO	1812 Massachusetts Ave. Cambridge, MA 02140	617-354-6480 (f) 617-354-7854 moreinfo@thayerassociates.com
Condo Fees/Billing	Fancy Tam	1812 Massachusetts Ave. Cambridge, MA 02140	617-354-6480 Ext. 115 ftam@thayerassociates.com
Sales & Refinances	Liz Moreira	1812 Massachusetts Ave. Cambridge, MA 02140	617-354-6480 Ext. 119 lmoreira@thayerassociates.com

HELPFUL PHONE NUMBERS:

<u>Police Department:</u>	<u>For Emergency</u>	<u>911</u>
<u>Police Department:</u>	<u>For Non-Emergency</u>	<u>781-284-1212</u>
<u>State Police</u>	<u>Massachusetts</u>	<u>781-284-0038</u>
<u>Fire Department:</u>	<u>For Emergency</u>	<u>911</u>
<u>Fire Department</u>	<u>For Non-Emergency</u>	<u>781-286-8366</u>
<u>Poison Control</u>	<u>Massachusetts</u>	<u>800-682-9211</u>
<u>Atlantic Care Hospital</u>	<u>Lynn</u>	<u>781-581-9200</u>
<u>Melrose Wakefield Hospital</u>	<u>Melrose</u>	<u>781-979-3000</u>
<u>Mass. General Hospital</u>	<u>Boston</u>	<u>617-726-2000</u>
<u>Electric Company:</u>	<u>Eversource</u>	<u>800-340-9822</u>
<u>Gas Company</u>	<u>Eversource</u>	<u>800-340-9822</u>
<u>Telephone & Cable</u>	<u>Verizon</u>	<u>800-870-9999</u>
<u>Telephone & Cable</u>	<u>Comcast</u>	<u>800-266.2278</u>

INSURANCE INFORMATION

Homeowners and Residents are responsible for their own personal property and liability insurance. Homeowners are strongly encouraged to obtain Homeowner's Insurance (*Tenants to obtain renters insurance*). In the event of a claim, Homeowner's are responsible for their portion of the Association's deductible. The Condominium Insurance covers the building structure and

liability in the common areas of the building, and may provide coverage for unit damages after the deductible is reached (*as determined by the carrier*). The renewal letter including important information about the policy is sent to Homeowners annually and posted on the website.

If you ever have questions about the policy, questions from your personal insurance agent to place adequate coverage, or require a certificate of insurance, please contact:

Elliot Whittier Insurance
75 Sylvan Street
Danvers, MA 01923
Office: 978-977-4884

It is recommended that Homeowners inquire about H06, H032 and H035 policies, as well as assessment loss and displacement endorsements. For sale and refinancing, or requests from mortgage companies, certificates are available through the agent. A helpful questions and answers summary is included in the exhibits section for reference as well.

SALES & REFINANCES

When selling or refinancing your unit, Owner's will need to obtain a 6(d) certificate. A 6(d) Certificate or "Condominium Lien" certificate can be obtained from the Management Company for a fee. The most up to date form and pricing can be found on the Thayer & Associates website (www.thayerassociates.com) under the "6(d) forms" section.

CONDOMINIUM FEES / COMMON AREAS CHARGES (CAC)/ASSESSMENTS

The cost to operate the condominium is paid monthly by every Homeowner according to his/her percentage of beneficial interest in the property, as outlined in the Master Deed. The Condominium Trust is a non-profit organization that is dependent upon fee income to pay its bills. Payments must be made promptly on or before the first of every month. A monthly statement will be sent to every Owner. **DO NOT MAKE PAYMENTS OUT TO THE MANAGEMENT COMPANY. All payments should be made payable to The Breakers Condominium Association and mailed to:**

Thayer & Associates, Inc.
P.O. Box 400196
Cambridge, MA 02140

To assure proper credit, be sure your name, unit number and account number are on the check/payment stub. If you have questions about your account, or would like to have your condominium fees electronically debited from your bank account, please contact the accounts receivable department at Thayer & Associates, Inc.

LATE FEE & COLLECTIONS POLICY

A late fee, in such amount as may be determined from time to time by the Board of Trustees, will be assessed against a Homeowner if the Condominium fee payment is not received in full at the Management Office on or before the 15th day of the month in which it is due. Condominium fees are due in advance on the first day of each month.

Any Homeowner who has not paid their Common Area Fee for 60 days or has a balance greater than two months Common Area Charges will be turned over to an attorney for collection. All

legal fees connected with the collection of outstanding charges will constitute a lien against the unit pursuant to the Condominium Bylaws, and Massachusetts General Law Chapter 183A – Section 6.

Non-resident owners who are late more than 35 days may have their rents attached. This is subject to Massachusetts General Law Chapter 183A – Section 6(c). Chapter 400 of Mass General Laws provides an obligation for the Association to be informed in writing of the name and address of any mortgage holder. This information needs to be sent to Thayer & Associates, Inc., and should be updated for changes.

Clearly, it is the hope of the Trustees that serious collection procedures will not have to be used. Most Homeowners do make payments on time. However, a small percentage does fall behind in their fees. If there is a specific problem regarding payment, owners are encouraged to contact the Management Company.

RENTALS

All leases or rental agreements made by any Homeowner must be fully executed in writing and explicitly state reference to the requirement of adhering to the Condominium Handbook and Governing Documents. All leases shall include a copy of the necessary documents as an attachment to all lease agreements.

All lease agreements executed are required to be in compliance with the Association Master Deed in order to be deemed acceptable and valid.

A COPY OF ALL LEASE AGREEMENTS INCLUDING: Homeowner mailing addresses, telephone number, car information and a new signed Tenant/Owner information form must be provided to the Management Company upon completion prior to the scheduling of a move.

BUILDING AND PARKING LOT ENTRY FOBS:

Each unit is assigned 2 fobs for entry into the building and 2 parking lot gate buzzers. Each are coded for security. All travel with the unit from owner(s) to new owner(s) upon transfer or sale of unit. Renters must obtain through the owner of the unit. Replacement Cost for lost Building fob and Parking Gate buzzer must be paid at time of receipt. Please contact Thayer & Associates or the Maintenance Manager for replacement and payment. Current 2019 costs are \$75 for fob and \$150 for gate entry clicker. These costs may change without notice by Management.

Community Rules & Regulations

(Revised – 2019)

RESPONSIBILITY POLICY

The Breakers Condominium has been created with the objective of providing congenial and dignified residential living. These Rules and Regulations have been adopted with that objective in mind. They are intended to contribute to preserving a clean and attractive environment and to promote the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of all property in the Condominium. They are not designed to unduly interfere, restrict, or burden the use of the property.

The unit owners, tenants, residents, and guests (hereafter referred to as Unit Owners) are expected to abide by the Rules that are meant to supplement the provisions of the Condominium Trust and Bylaws of the Condominium. Homeowners will be held fully liable for any issues and/or damages caused by any invited party of the unit, and any fines levied by the Trustees as a result of the action will be assessed against the Homeowner. Non-Resident Homeowners are required to incorporate reference to this Handbook and the Condominium Documents into their leases.

FINE POLICY

Condominium living is being part of a larger Community. Because of the immediate proximity to your neighbors and the adverse effects that violations have on other Residents, the property, and the property's value, the Governing Documents and Rules & Regulations must be adhered to. The Trustees shall enforce obligations of the Homeowners and may levy fines against the Homeowners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, By-Laws, and Rules and Regulations (collectively "Governing Documents") governing the conduct of the Homeowners, Residents, and persons for whom they are responsible.

The below schedule of fines will be followed for most violation cases:

1st offense	Notice and/or fine up to	\$ 100.00
2nd offense	Fine up to	\$ 300.00
3rd offense	Fine up to	\$ 500.00 (Attorney Referral)

Homeowners are liable for fines assessed for infractions committed by themselves, their tenants or their guests. Fines, once assessed, will be treated the same as Condominium Fees/Common Area Charges and are the responsibility of the Homeowner. Such fees will be payable during the next monthly billing cycle. (Fees resultant from fines will be paid BEFORE common area fees).

Safety, Security, Vandalism & Property Violations

Egregious vandalism & safety violations posing a threat to the property/individuals are subject to fines of up to \$500 for the first offense, i/e. throwing items from balconies such as lit cigarettes, fireworks, damaging property, leaving debris and broken glass in or around the building etc. additional action may be taken including notifying the police.

*Please note that not all violations are subject to the fine policy above. The Board of Trustees has the authority to impose fines of up to \$500 per offense and may elect to do so for any situation in their sole discretion. For violations that cause, or have the potential to cause, legal violations, damage to the collective property, endangerment of any Residents and/or their guests, or disruption of the rights of any Resident and/or their guests will be subject to fines regardless of their inclusion within this handbook.

Please also go to www.thebreakersrevere.com website for more information.

GENERAL REGULATIONS & POLICIES

- a. There shall be no obstruction of the common areas nor shall anything be stored in the common areas including storage room, outside of lockers, or in hallways, including doormats, without the prior request by owner in writing to The Management Company and written consent of the Trustees, except as here or in the Declaration of Trust expressly provided. These rules are to ensure safety for all in accordance with our Master Insurance Policies.
- b. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit in accordance with the provisions of the Declaration of Trust. This includes maintenance of all plumbing structures (sinks, disposals, toilets, washer/dryers, shower/baths) so that leaks or running toilets are repaired immediately so as to not cause damage to other units or common building plumbing. In addition, each Unit Owner (or their tenants) must maintain their unit in such a way as to provide clear passageway and easy access for entry by Management, Superintendent, Trustees or Emergency related personnel/workers in an emergency situation including repairs building related repairs.
- c. Nothing shall be done in any Unit or to the common areas which will impair the structural integrity of the Condominium or which would change any structural aspect of the Condominium.
- d. No clothes, sheets, blankets, laundry, or any other kind of articles, shall be hung from the windows or balconies of any Unit of the Condominium; nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, or balconies of any Unit of the Condominium. The common areas shall be kept free, clear of all rubbish, debris, Unit Owner furniture (without the written request and consent of Trustees), door mats and possessions, and alike. No garbage or trashcans shall be placed in the common areas, except in areas specifically designated for that purpose by the Trustees.
- e. There shall be no alteration, construction in, or removal of any part of the common areas, facilities, or items of décor or elements, except with the consent of the Trustees.
- f. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown thereof, any dirt or other substance into hallways or off balconies.
- g. Units' water closets and other water apparatus including sinks, shower/bath drains, washer/dryers and common area laundry room and bathroom sinks, drains and toilets, shall not be used for any purpose other than that for which they were constructed. NO sweepings, rubbish, rags, paper, garbage or other substances shall be thrown therein which may cause damage to plumbing systems. Any damage resulting from such misuse shall be paid for by the Unit Owner from whose Unit such materials were introduced into the plumbing system.
- h. Nothing shall be done or kept in any Unit or in the common areas that will increase the cost of insurance for the Condominium, or for the contents thereof, without the consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his/her Unit,

or in the common areas that could result in the cancellation of insurance for the Condominium, or for the contents thereof, or which would be in violation of any Law.

- i. No Unit Owner or occupant of a Unit, or any agent, servant, employee, licensee, lessee, or visitor or either, shall at any time bring into or keep in his/her Unit any flammable, combustible, or explosive fluid, material, chemical or substance, except such hazardous cleaning and other fluids as are customary of residential use. NO SMOKING is allowed in stairwells or any common areas, elevators, lobbies.
- j. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Condominium, and no sign, awning, canopy, shutter, flag, wind chimes bird feeders, or radio or television antenna (except for the master antenna system) shall be affixed to or placed upon the exterior walls, windows, sliders, balcony, roof or any part hereof, or exposed on or at any window, without the consent of the Trustees. Unit Owners will not be allowed to put their names in any entry passageway, vestibule, hall, or stairway of the Condominium except in the proper place, if any, designated by the Trustees or on the mailbox provided for the use of the Unit.
- k. Owners/Residents shall be responsible for disposing of recycling materials and trash as indicated by posted signs. If an item does not fit in a bin with lid closed it shall be placed in the dumpster located in Corral on side of building parking lot. No items are to be left on parking lot ground. Construction vendors are to remove all materials and debris and not place in building dumpsters. Appliances, Mattresses, large items must be delivered by Owner/Resident to Dump or contact City Hall in Revere for sticker and schedule pick up. Items left without stickers and pick up scheduled will be fined back to Owner.
- l. Owners/Residents shall be responsible for cleaning up spills and breakages in elevators, hallways and other common areas inside and outside of the building to prevent pests and injury and to maintain building cleanliness

DECORATIONS

Owners may hang a non-live decoration on the outside of their door or small lights on their balcony railing.

LIVE TREES OR LIVE DOOR DECORATIONS MAY ONLY BE HUNG FROM DEC 15 TO JAN 7 DUE TO FIRE HAZARD.

NO DOORMATS MAY BE PLACED IN HALLWAYS AS THEY PREVENT CLEANING COMPANY FROM DOING THEIR WORK AND ARE A SOURCE FOR POTENTIAL TRIPS/FALLS.

ANIMALS/PETS

No Animals, reptiles, or pets of any kind shall be raised, bred, or kept in any Unit. At no time can an owner, tenant or guest/visitor bring an animal into the building. Violators of this rule will be fined \$250.00 for each day and offense.

Service Animals

Owners with PRE-approved registered service dogs are subject to the following rules.

- a. Dogs must be carried or on a leash while in the common areas.
- b. When walking with the dog, the owner or walker must respect the boundaries and keep clear of "exclusive use" areas. Exclusive use areas are areas that belong to a specific unit, such as a balcony.
- c. No dog shall be tethered to any building, unit or other common area element including patio, deck or railing.
- d. If the dog defecates in the outside common areas the resident must immediately clean up the same.
- e. The resident must accompany and actively supervise the dog at all times that the dog is outside his/her Unit. In the event that the resident is unable to be present with the dog outside of his/her Unit, he/she must ensure that any person assisting must follow the restrictions in regards to the common areas as provided herein.
- f. Dogs must be fed and watered inside the Unit. Dog food and water may not be left in the common areas at any time.
- g. The dog must wear a tag bearing the resident's name, address and telephone number at all times.
- h. In accordance with city/town ordinances, the dog must be licensed at all time and must be current with all shots and vaccinations.
- i. No Nuisance Allowed. Dogs must not be allowed to create any unreasonable disturbances on the Condominium premises or in the Unit, including but not limited to, loud or excessive and unreasonable barking or aggressive and unwelcome behaviors. If the dog has been determined to constitute a "nuisance" by the Board in its sole discretion, the Trustees may require the dog be permanently removed from the Condominium upon five (5) days' written notice from the Trustees of the Board's decision.
- j. The Unit Owner shall be liable for all damages resulting from any injury to any persons or the property of the Condominium caused by the dog.
- k. The failure of the Unit Owner to comply with the terms and conditions herein shall be deemed a violation of the Condominium Documents, and may result in fines and/or the permanent removal of the dog from the Premises.
- l. NO ANIMALS ALLOWED IN THE POOL, POOL AREA OR POOL PATIO.

Exception: Unless verified to be medically necessary.

NOISE/DISTURBANCES

No illegal, noxious, or offensive activity shall be carried on in units or the common areas, nor shall anything be done therein, willfully or negligently, which may be or become an annoyance hazard or nuisance to the other Unit Owners or the occupants of other Units.

No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall at any time conduct or permit to be conducted vocal or instrumental instructions/practice, within his or her Unit or the common areas. Volume of televisions, radios, phonographs, and musical instruments, and use of exercise equipment that causes disturbances/noise, shall be lowered or use discontinued as necessary after 10:00 p.m and until 9:00 a.m.. and kept at a sound level, which avoids annoying or disturbing other Unit Owners within the Condominium.

NOISE DISTURBANCES AFTER 10PM SHOULD BE REPORTED TO POLICE. DO NOT KNOCK ON A TRUSTEES DOOR OR CALL THE AFTER HOURS EMERGENCY NUMBER AS THIS WOULD BE A POLICE MATTER.

RIGHT OF ACCESS TO UNITS

The Trustees, and their agents (including any managing agent appointed by the Trustees), and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the Condominium at any reasonable hour of the day after notification (except that no notification shall be required in case of emergency) in order to inspect such Unit and for the purpose of taking such measures as may be necessary to make repairs to such Unit or the common areas, or to control of exterminate vermin, insects or other pets. Entry is also permitted when required to complete work authorized by The Association and Managing Agents that affect the building and common area and it's systems.

To facilitate such right of access, each Unit Owner shall furnish the Trustees or managing agent with keys to locked entrances to its Unit, and shall promptly furnish new keys when and if such locks are supplemented or changed. No entrances to a Unit shall be barred by a sliding bolt or other device that renders access by such keys difficult or impossible. If any key or keys are entrusted by a Unit Owner or occupant or by its agent, servant, employee, licensee or visitor to the Trustees, any agent of the Trustees, or the managing agent except pursuant to the provisions of this paragraph, whether for such Unit or an automobile or other item or personal property, the delivery of the key shall be at the sole risk of such Unit Owner or occupancy, and neither the Trustees nor the managing agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. Each Unit Owner and occupant shall assume full responsibility for protecting its space and the contents thereof from theft, robbery, pilferage, vandalism and other loss. Should a key not be furnished to allow for entry into a unit and an emergency requires access, the door to the unit may be broken for entry. The unit owner will be responsible for costs for all repairs.

PARKING LOT & VEHICLES

The parking areas shall not be used for any purpose other than to park duly registered, operable passenger vehicles. No vehicle shall be parked in such manner as to impede or prevent access to another unit owner's parking space. No vehicles with defective mufflers or fluid leaks will be permitted on The Breakers' Property.

1. **DEEDED SPACES:** No one will be allowed to park any vehicle in someone else's deeded spot unless specific written permission from the owner is given to the Board.
 - a. Each Unit Owner has a deeded parking space and shall receive a parking sticker for his/her vehicle. The sticker should be affixed to the lower left rear window. Each Unit Owner has the exclusive right to use one parking space. New owners obtain parking stickers and guest passes from the Management or Superintendent.
 - b. Owners and lessees must keep on file with the building superintendent and Trustees, the license plate number and a current description of the vehicle to be parked in the unit owner's assigned parking space.
 - c. Unit Owners are responsible for monitoring their designated area. If someone is illegally parked in their space, they should contact the Managing Agent and the vehicle will be towed at the vehicle owner's sole expense. Owners must provide the Managing Agent or Trustees with the vehicle's description, make, model, color, license number, and space. **IF POSSIBLE, THE OWNER SHOULD LEAVE A NOTE ON WINDSHIELD ASKING THE ILLEGALLY PARKED VEHICLE OWNER TO MOVE FROM THEIR DEEDED SPACE.**

2. **VISITOR SPACES:** No one is allowed more than one guest pass. This pass is strictly for one guest per unit for a 24-hour period. This pass must be displayed on the dashboard with the unit number showing or the pass will not be honored. No vehicles will be allowed to park in a visitor space for more than a 24-hour period.
 - a. NO OWNER/tenant may use a visitor spot for their personal car or 2nd car.
 - b. NO OWNER/tenant is allowed to use guest passes from other units as a sharing situation.
 - c. Any vehicle found in a guest space without a guest pass will be towed at the owner's expense.
 - d. Any violation of above rules will result in tow or fine at Unit/Car Owner's expense.

3. **PICK-UP TRUCKS:**
 - a. Pickup trucks with a bed not greater than 6 feet long are allowed
 - b. Pickup trucks with no more than 6,500 lbs. of Gross Volume weight and a standard cab are allowed
 - c. Full size pickup trucks with extended cabs **will NOT** be allowed.

4. **MINIVANS AND OVERSIZED VEHICLES:**
 - a. Mini Passenger Vans are allowed with the following restrictions.
 - b. No full size vans, customs vans, conversion vans or extended vans.
 - c. Oversized vehicles, Trucks that do not fit within the parking space lines, etc. are not allowed to park in the parking lot.

5. **COMMERCIAL PLATES:**
 - a. Commercial plates are allowed on vehicles as long as that vehicle meets the size requirements as detailed above of the Rules and Regulations.

6. **PARKING SPACES:** Parking spaces may NOT be used for any purposes other than to park vehicles. No boats, trailers, motorcycles, mopeds, or recreational vehicles (including campers, motor homes, and mobile homes) will be permitted to be parked on the Breakers' property at any time.
7. **VEHICLE MAINTENANCE:** No washing, maintenance or repairing of any vehicle is to take place in any of the parking areas, including the assigned parking space of the owner, except with the consent of the Trust, which consent shall only be granted in emergencies (such as AAA or other service or individuals jumping a car battery or towing the car).

VIOLATIONS OF THE PARKING REGULATIONS WILL RESULT IN FINES AND TOWING OF SUCH VEHICLE AT THE VEHICLE OWNERS' EXPENSE. FOR UNITS RENTING SPACES, VIOLATIONS MAY RESULT IN THE LOSS OF SUCH PRIVILEGE TO RENT.

GATE PASSES & BUILDING ENTRANCE FOBS:

If a resident loses his/her gate entry clicker, a replacement can be issued for a cost of \$150.00. If a resident loses his/her building fob, a replacement can be issued for a cost of \$75. The Managing Agent (M-F 8:30am to 5 pm) or Superintendent, (during onsite posted hours) can be contacted and will issue the replacement upon receipt of payment. **Trustees do not have access to issuing new passes or fobs for door or gate entry.**

BALCONIES:

No balcony shall be enclosed, or covered by any awning. No fires or barbecues, EXCEPT FOR SMALL ELECTRIC GRILLS, are allowed at any time on balconies. This is a violation of the Fire Code of the City of Revere. NO SWEEPING OR THROWING OF DIRT, CIGARETTE BUTTS, HANGING OF LAUNDRY ETC ARE ALLOWED FROM BALCONY.

STORAGE AREA USE: (Storage Room, Laundry Room, Bicycle Area)

The storage areas shall be used at the sole risk of the Unit Owners, and the Condominium Association and/or Managing Agent shall not be liable for loss, destruction, theft, or damage to any property stored in this area, or any other common area. All personal property of the Unit owners, or any other occupant of a Unit, in the units, storage areas, parking area and elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner, or occupancy, and the Trustees shall not bear any responsibility therefore. Hallways & Common areas must be kept clear of ANY personal items except with written request and consent of The Board of Trustees .

DELIVERIES:

Supplies, goods, and packages of every kind are to be delivered to any Unit Owner in such manner as the Trustees or the Managing Agent may prescribe and neither the Trustees nor the Managing Agent shall be responsible for the loss or damage of any such property. All furniture and/or large item deliveries including ALL Construction materials must enter through the Lower Lobby & The Maintenance Manager or The Management Company must be notified in advance.

CORRIDOR DOORS:

All corridor doors shall be kept closed at all times except when in use for ENTERING and EXITING, except when directed otherwise by Management, Superintendent, Trustees or Fire Department.

CONSENT BY TRUSTEES:

Any consent or approval of the Trustees required by these Rules and Regulations shall not be effective unless given in writing. Any consent or approval for exceptions may be given under the Rules and Regulations by a resolution of the Board of Trustees and these same consent/approvals may be added to, amended, or revoked at any time by resolution of the Board of Trustees.

OCCUPANCY:

Each residential unit shall be occupied by no more than two persons or otherwise unrelated individuals living together per bedroom or as a single-family unit. Owner, family, residents, and occupants of Units shall bind themselves to their successors, heirs, and assigns to this restriction unless and until modified by action of the Board of Trustees.

RENTING/LEASE CLAUSE:

Every lease or occupancy agreement for each unit located at the Condominium shall contain a clause that the tenants are bound by all of the conditions of the Condominium Trust and By Laws and will abide by the Condominium Rules and Regulations.

Copies of all leases shall be given to the Condominium Trust to the Managing Agent ten (10) days prior to occupancy. **NO LEASE SHALL BE FOR A TERM OF LESS THAN 6 MONTHS AND NO SHORT TERM/TRANSIENT RENTALS (I.e. one night or a week) THROUGH AIRBNB, VRBO OR OTHER SUCH SOURCE IS ALLOWED AT ANY TIME AS THIS IS A VIOLATION OF THE CONDOMINIUM DOCUMENTS.** All leases must have a Standard Form Application filled out on all tenants occupying a particular unit. Both a copy of the lease and application must be submitted within 10 days prior to occupancy. Failure to provide the copies will result in a \$50.00 fine per day, per document, including Saturday and Sunday that the Managing Agent or the Board is not in possession of the documents. All leases must state that the resident has received a copy of the Breakers Condominium Rules and Regulations and they will be required to sign an acceptance of the rules and regulations stating that they have read and understand all of the rules and regulations governing The Breakers Condominium.

TENANT CHANGE:

The Condominium Trust and/or Managing Agent shall be notified 10 days minimum in advance of the names and dates of tenancy of each tenancy, tenant contact information and vehicle information. Requests to schedule a move-in or move-out date and time must be confirmed with the managing Agent.

MOVING IN AND MOVING OUT INCLUDING DELIVERIES OF LARGE ITEMS:

- a. Moving furniture and furnishings into or out of the building or receiving deliveries may be done Monday through Friday between 9:00a.m. and 5:00 pm and on Saturday between 9am – 1pm. All moving or delivery trucks, moving vans, must be out of parking lot by the 5pm and Saturday 1pm deadlines.
- b. There will be no move-ins or move-outs or deliveries allowed on Sundays.
- c. All moves and deliveries MUST be scheduled at least 2 days in advance through the managing agent, and Superintendent notified in order to cover elevator walls with protective padding.
- d. Please contact the Managing Agent, Monday through Friday during the hours of 9:00a.m. to 4:00p.m. to schedule your move-in and move-out or delivery. Failure to notify management will result in a \$100.00 fine to the unit owner - no exceptions.
- e. ONLY the entrance on the Lower Lobby floor is to be used for moving-in/moving-out, all large item deliveries and any work (construction/renovation) vendors. The main entrance and lobby area is not to be used for such purposes at any time.
- f. Trash chutes and outside building dumpsters are NOT to be used by moving companies or construction workers to dispose of boxes, packing materials or any construction materials or waste.
- g. The building Superintendent will inspect common areas upon completion of move. Any damages that are a result of moving in or out or deliveries will be repaired by the Trust or its agents and billed to the respective unit owner(s). A fine in addition to repair costs shall apply

PERSONAL BELONGINGS:

No belongings are to be placed or left in the main lobby area. Personal belongings left in the common area for more than eight (8) hours will be disposed of without notice and without any liability to management, Trustees, or maintenance staff.

INTERCOM DIRECTORY:

Owners should contact Management to have their name and number added to the directory. Owner's tenant's names and numbers will be added to the intercom directory upon Managements receipt of the tenant lease agreement and application.

EMPLOYEES/AGENTS/TRUSTEES:

No Unit Owner shall send any employee or agent of the Board of Trustees or its appointee out of The Breakers Condominium on any private business of such Unit Owner, nor shall each employee or agent be used for the individual benefit of any Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners and pre- approved by Management, Superintendent or Trustees, while said employee(s) is (are) acting on behalf of the Condominium Trust or Managing Agent.

COMPLAINTS:

Any complaint regarding the management of The Breakers Condominium or regarding the action of other Unit Owners or residents shall be made in writing to Management or the appropriate committee appointed by the Board of Trustees.

*For immediate concerns or emergencies, Trustees shall refer all unit owners or residents to call the Police or Afterhours emergency number of the Management Company either during or after work hours. Telephone numbers are in elevators and lobbies and on each floor.

COMMON AREA MAINTENANCE:

All common area maintenance requests should be made to the Condominium Trust's Managing Agent. The building staff and superintendent are instructed not to take maintenance requests directly.

The maintenance superintendent is not to be disturbed by going directly to him while he is in the building, unless in case of an emergency. This is not a rental building and the maintenance manager is present for the maintenance of the building and not individual units (except in the case of Emergency or building related issue)

TRASH:

The common areas must be kept free and clean of all rubbish and unsightly materials. Loose food items should be disposed when possible through the kitchen sink waste disposal. To prevent serious damage to the building's compactor system, the following items should NEVER be deposited down the trash chute:

- a. Glass
- b. Cardboard boxes*
- c. Aerosol cans
- d. Carpet scraps
- e. Bottles
- f. Metal coat hangers
- g. Bundled newspapers
- h. Loose food items
- i. Paint Cans

These items should be bagged and emptied in the outside dumpster. They should not be left in the rubbish room. The Superintendent is not responsible to remove bagged rubbish from the trash rooms.

Cardboard boxes must be broken down by the Owner, tied, and placed in the outside recycle bins or dumpster container. They are NOT to be placed in the trash chute.

RECYCLE BINS – IF THEY ARE FULL PUT ALL ITEMS IN DUMPSTERS IN CORRAL ON SIDE OF BUILDING. NO TRASH IS TO GO INTO RECYCLE BINS IN ORDER TO PREVENT RODENTS AND BUGS.

LOCKOUTS:

Between the hours of 7:00 a.m. to 12:30 p.m. Mon.-Fri., lockouts will be given as a courtesy at the availability and discretion of the Superintendent. Any lockouts that occur between the hours of 12:30 p.m. to 5:00 pm Mon.-Fri., please contact Management. Based upon availability, there may be service provided by the Superintendent and provided that you keep a spare key in the Superintendent's office. There will be a \$50.00 charge.

There will be no lockout service provided between the hours of 5:00 p.m. through 7:00a.m. Mon-Fri, or Weekends and/or Holidays. Any Unit Owner/Resident who is locked out during those hours should contact a locksmith. We encourage all unit owners and residents to keep a spare key with a friend, family member or neighbor in the event of such lockouts. Trustees are not generally available to provide lock-out service.

SHOPPING CARTS:

Shopping carts are available from the lower lobby stairwell for the use of residents. They are to be put back in the lower lobby stairwell immediately after use. **THEY ARE NOT TO BE LEFT IN THE HALLWAYS ON ANY FLOOR OR IN LOWER LOBBY OR OUTSIDE IN THE PARKING LOT OR IN THE ELEVATOR. THEY ARE TO BE RETURNED TO LOWER LOBBY STAIRWELL IMMEDIATELY AFTER USE. WE HAVE CAMERAS. SHOULD ANY CART CAUSE DAMAGE TO SOMEONE'S CAR, PROPERTY, BUILDING PROPERTY OR SIMPLY NOT PUT BACK IN STAIRWELL - FINES WILL BE CHARGED TO UNIT OWNER AND LIABILITY FOR DAMAGE WILL ALSO BE ON UNIT OWNER RELATED TO USING THE SHOPPING CART.**

PROHIBITED BEHAVIOR:

- a. Profanity and/or offensive language used when speaking to another owner, resident, Trustee, Tenant, Superintendent, or member of the Management Company or their representative will be considered a violation of the rules and regulations and subject to a fine to be determined by the Board based on the severity of the incident.
- b. **Smoking in all enclosed common areas is prohibited. No smoking is allowed in stairwells. Smoking on Pool Patio allowed only if others on the patio at that time approve.**

POOL & SAUNA RULES:

Resident and guests who use the swimming pool or sauna shall be entirely at their own risk and shall not at any event be at risk of the Association or any manager appointed by the Association. No lifeguard is provided and the Breakers Condominium Trust assumes no responsibility for any injuries or loss of life that may result from such use. Residents have the responsibility to inform guests of the rules and risks associated with pool uses. The building superintendent, Management or Trustees have the authority to ask anyone to leave the area who does not comply with the following rules:

1. **Persons under fourteen (14) years of age are NOT permitted in the pool area or sauna unless accompanied by a resident adult.** For your own safety, anyone over 14 year of age, using the pool might consider being accompanied by another adult.

2. Unless otherwise indicated, the pool and sauna will be open daily from 9:00 a.m. to 9:00p.m. If longer hours are possible the hours will be posted on the Pool Door.
3. No glass containers are to be taken to the swimming pool area, patio or restrooms including sauna.
4. All trash and cigarettes must be placed in proper containers. Smoking is permitted on the outside deck only if other people on patio at that time approve.
5. No alcoholic beverages may be consumed in the pool area or sauna of the Condominium.
6. Unit Owners/Residents are permitted up to two guests per day. Owners have priority over guests.
7. Anyone using the swimming pool or sauna is required to do so in a manner considerate of others. Obnoxious behavior will not be tolerated.
8. The use of loud playing radios, portable TV's, or tape decks will not be tolerated.
9. NO ANIMALS of any kind are allowed in the swimming pool/patio or sauna area. A \$250 Fine will apply.
10. No objects, including rafts, floats, flippers, snorkels, masks, toys, etc., are allowed in the swimming pool, except float aids attached to the bather's body or physical therapy related aids.
11. A shower is required at the pool area before entering the pool. Anyone who leaves the area and returns must shower again before re-entering the pool.
12. No one with a skin, ear, or other infections can enter the pool.
13. Proper bathing attire is required at all times.
14. All sun tan oils, creams, and other lotions must be removed before entering the pool.
15. Chairs, tables, and chaise lounges in the swimming pool / patio area may not be removed.
16. Please observe signs posted in the poolside and the safety equipment location.
17. Any damages to the pool area from misuse or abuse on the part of any resident shall be repaired or otherwise alleviated by the Trust and billed directly to the unit owner(s).
18. Both pool entrance doors will be dead bolted between the hours of 9:00 p.m. to 9:00 a.m. nightly. Except if posted otherwise.
19. NO SAND FROM BEACH MAY BE BROUGHT INTO THE POOL ROOM OR PATIO BY RESIDENTS OR GUESTS. PLEASE USE SHOWERS AT BATHHOUSE ON BEACH OR IN LOBBY BATHROOMS. (feet, shoes, toys included) FINES TO UNIT OWNER WILL START AT \$100. Any costs to repair clogged filters or the pool due to sand will be billed to Unit Owner.

EMERGENCY PROCEDURES:

The following procedures have been developed in the event of an emergency. Please familiarize yourself with them in order to help us assist you should an emergency arise.

1. EMERGENCY TELEPHONE NUMBERS: FIRE, POLICE, AMBULANCE - 911
2. FIRE OR BOMB THREAT:
 - a. In the event that your building receives a BOMB THREAT OR A FIRE OCCURS, IMMEDIATELY notify the police by calling 911.
 - b. The Senior Police/Fire Officer responding to the scene will decide whether to search and/or evacuate the building. If an evacuation is necessary, all tenants will be notified by the sounding of the fire alarm. Please proceed to the nearest stairwell and evacuate the building through the front lobby. (Please refer to "Evacuation Procedure" on the following page).
 - c. You will be notified when to re-enter the building by either Fire/Police department.
3. PERSONAL/MEDICAL EMERGENCY: In the event of a personal emergency, IMMEDIATELY dial 911 and request that an ambulance or paramedic team respond to the scene. Please remain calm and be very specific as to the location inside the building.
4. SECURITY / EMERGENCY DISTURBANCE:
 - a. In the event of a disturbance inside or outside the building, contact the police at 911.
 - b. Security matters involving missing property or vandalism should be reported directly to the police and to the Management Company.
 - c. DO NOT LET ANYONE YOU DO NOT KNOW INTO THE BUILDING BY OPENING DOOR OR BUZZING THEM IN!
 - d. REPORT ANY DANGEROUS OR STRANGE BEHAVIOR OR PERSONS UNKNOWN IN THE BUILDING TO MANAGEMENT OR POLICE AS APPROPRIATE.

EVACUATION PROCEDURE:

1. DO NOT use the elevators.
2. If there are handicapped people or people needing assistance in your immediate area, stay with these people until personnel from the Fire Department respond in the appropriate manner.
3. If you have neighbors on your floor that may not have heard the alarm please knock on their doors or alert emergency personnel.
4. Please evacuate in a group. This allows maximum control and safety. It also facilitates accounting for all residents when evacuation is complete.
5. Quickly and calmly, walk to the nearest stairwell and proceed to the main lobby and exit to the exterior of the building.
6. Please stay outside, as a safe distance from the building, until the Fire Department allows you to re-enter the building.

FIRE PROCEDURE:

1. In case of fire, first call the Revere Fire Department (Emergency 911) giving the nature of the fire and, if known, the location. Then, immediately notify Management Corporation by calling your emergency number located on each floor, elevators and both lobbies.
2. Next, ALERT OTHERS – YOUR NEIGHBORS. The fire alarm pull stations are located in front of every stairwell door, every elevator and in the lobby and at all exits of the Building. It will set off a general alarm on the floor and is connected directly to the fire department.
3. If an attempt is made to extinguish the blaze, do so only after making required telephone calls
4. DO NOT USE WATER ON ELECTRICAL OR FLAMMABLE LIQUID FIRE. You could suffer a serious electrical shock.
5. A-B-C type fire extinguishers are found throughout the building in the hallways near the 02 and 07 units.

"DO'S AND DON'T'S" IN THE EVENT OF A FIRE

1. Do not assume someone else will call or has called. Call the Fire Department by dialing 911. CLOSE DOORS! This will help contain the fire. This includes the metal fire doors located on all floors. Hallway doors will automatically close once the alarm is sounded. Smoke detectors are located in all common areas.
2. REPORT THE FIRE
3. KEEP LOW When traveling through smoke as the air will be cooler and smoke rises to the ceiling.
4. USE STAIRWAYS IF EVACUATION IS NECESSARY
5. DO NOT USE ELEVATOR
6. DO NOT OPEN HOT DOORS
7. DO NOT GO BACK IN YOUR UNIT OR BUILDING
8. DO NOT PANIC
9. Before opening any door, touch near the top to see if it is hot.
10. Don't go back for your things if ordered to evacuate.

SIGNS

Residents may not display "For Sale" or "For Rent" signs in windows of their unit, or place window displays or advertising in windows of the their units at any time.

SNOW REMOVAL

To promote effective snow removal/cleaning, Homeowners and/or residents are required to move their vehicle(s) as snow plowing commences. Generally, snow removal efforts to the main entrances of the community buildings, community vehicle entrances, and middle egress through the parking lots will be completed throughout the duration of a snow event. In order to complete the best possible snow removal of the parking lot area, Residents able to move their vehicles should do so when the parking lot cleaning begins. Depending on the timeframe of the conclusion of the storm, it can be anticipated that the parking lot will be cleared within a certain timeframe. Generally, if the storm is completed prior to 7:00PM, Residents should anticipate the parking lot being cleared that evening. If the storm is completed after 7:00PM, Residents should anticipate the parking lot being cleared the next morning. While not mandatory, having vehicles removed helps to receive the most efficient snow removal service.

The vendor will not remove snow in between or in close proximity to vehicles left in the parking lot for liability reasons, and repeated visits for additional clearing will not be completed.

Residents are required to make arrangements to have vehicles removed from the parking lot if they will not be present to do so throughout the winter (especially Residents that are away for an extended period of time). The Board of Trustees, Management Company, and Maintenance Manager are all not permitted to move Resident vehicles, and should not be asked to do so.

BICYCLES

Bicycles may not be stored in any of the common areas, including the balconies. Any bicycles found in the common areas, or locked to the railings around the building, will be immediately removed and discarded without notice at the Homeowner's expense.

Bicycles may be stored only in the Resident's parking space in front of their vehicles or at the Bicycle rack in the parking lot only. Bicycles are not permitted to be parked in hallways or the interior common areas at any time. Bicycles may be stored in Owner storage bins if possible.

The Association shall not be liable for any bicycle at any time, and storage is at your own risk.

VANDALISM

The building and all of its common areas that make up the community is your home. Please be careful and respectful of the property. If any Homeowner, tenant, guests, or any other party invited to the property by the Resident occupant defaces or damages Association property, including any interior or exterior common areas, the Homeowner will be billed for the damages and be subject to a fine and possible legal action. A second offense will result in revocation of said Homeowner's use of common facilities and be subject to potential legal action. Witnesses to any violations and/or vandalism within the community are strongly encouraged to report the activity to the Management Company and any emergency first responders (if necessary).

Fines for vandalism will start at \$250.

OWNER INFORMATION

Having the contact information of all Homeowners and Tenants of the property is critical. This information, maintained by Management, is used to maintain communication on all property activities and in the event of an emergency. For this reason, it is imperative that this information be collected from Homeowners and updated when their information changes. The form to be filled out by Homeowners and submitted to the Property Manager is included in the exhibits section.

CONDOMINIUM RECORDS AND FILES

Every Homeowner has the right to examine the files and records of the Condominium. This information is kept with the Management Company and is available by making an appointment with Thayer & Associates, Inc., AMO.

VIOLATIONS OF RULES AND REGULATIONS

In accordance with Section 5.6 of the By-Laws and the Fine Policy outlined within this handbook, the Board of Trustees may levy fines against a Homeowner for each violation of these Rules and Regulations by said Homeowner, tenant, guests, or any other party invited to the property by the Resident occupant. This fine, if imposed, shall be considered an assessment constituting a lien on the Unit. Each violation fine is subject to the late fee policy. The Board of Trustees may amend this handbook, the Rules & Regulations, or any fine amounts or fine structure from time to time.

Please refer to The Breakers Condominium Association recorded Governing Documents (Master Deed, Declaration of Trust, and By Laws) for additional information regarding items such as:

- ***Description of Unit Boundaries (Ownership)***
- ***Maintenance & Repair Requirements of Homeowners***
- ***Association Access to Individual Units***
- ***General Operational Requirements and Procedures***

Homeowners are responsible for complying with all regulations of the Association outlined in the referenced Handbook as well as the Governing Documents regardless of their inclusion within this Handbook

AMENDING RULES AND REGULATIONS:

The Board of Trustees reserves the right to rescind, change, or amend, these Rules and Regulations and to adopt other Rules and Regulations as well as fines and charges, as from time to time, the Board of Trustees may deem necessary in accordance with the Condominium Documents.

THANK YOU FOR YOUR CONSIDERATION IN HELPING TO MAKE THE BREAKERS CONDOMINIUM A SAFE AND ENJOYABLE PLACE FOR EVERYONE TO LIVE.