

Occupancy Agreement (sample)

Occupancy Agreement

ABC Cooperative Corporation hereby leases to the following Resident the following apartment on the following terms and conditions (such lease being referred to herein as the "Agreement"):

Name of Resident: (the "Resident")

Name of Development: ABC Cooperative (the "Development")

Unit Address:

Unit Number:

ABC Cooperative Corporation, a Massachusetts cooperative corporation (also sometimes referred to herein as the "Cooperative" or "Owner") has been formed for the purpose of acquiring, controlling and operating the Development as housing, cooperatively run by its residents, with the intention that its members shall have the right to occupy the units under the terms of occupancy agreements. The Resident is and at all times shall remain a stockholder in the cooperative, and has the true intention to reside in a unit of the Development.

The Development is operated by the Board of Directors of the Cooperative, which is elected by Cooperative members according to the Corporation's By-laws. The Board delegates substantial responsibility for day to day operations to the Management Company.

A. MONTHLY CARRYING CHARGE:

Resident's monthly carrying charge for the leased apartment, except as may be subsequently adjusted pursuant to Paragraph B of this Agreement, shall be \$_per month (the "Carrying Charge"), which represents a percentage of the Resident's Adjusted Household Income. Resident's Carrying Charge shall be payable in advance of the first day of each month, for that month, to Management at the address in Section L of this Agreement, which address may be changed by notice from Management or Owner to the Resident. If the term of the Agreement includes a partial month, the Resident shall pay a pro rata portion of the Carrying Charge for that month.

The Carrying Charge includes the following utilities and services: heat, hot water.

B. CARRYING COST ADJUSTMENTS:

The amount of the Carrying Charge due under this Agreement may be changed at any time during the term hereof, or any extension or renewal, upon sixty (60) days prior written notice to Resident, based upon any of the following reasons:

(a) subject to the provisions of Paragraph F(3) of this Agreement, a change in the basic Carrying Charge schedule for the entire Development as determined by the Cooperative, or

(b) by reason of the exclusion of a utility cost previously included as part of Resident's Carrying Charge.

(c) any change in the Resident's adjusted household income.

If there is such a change in the Carrying Charge, Resident may terminate this Agreement by giving written notice to Management within thirty (30) days of when the change notice is sent. If Resident sends that termination notice to Management, Resident will not be bound by the change. Such termination shall be effective sixty (60) days after the date that the change was to become effective. Such termination shall be subject to provisions of Section C of this Agreement, except that a Resident terminating under this Section B shall not be required to pay the increased portion of the Carrying Charge.

Notwithstanding the above, if at any point, including when the Resident is no longer living in the Development, the Corporation determines that the Carrying Charge stated above was computed based on incorrect or incomplete information, whether provided by the Resident or by any other party, the Corporation may adjust the Carrying Charge effective immediately and retroactive to the date of this agreement to an amount computed based on the Corporation's more recent information. The Corporation will notify the Resident in writing of the adjustment, and the Resident will be bound by the Corporation's adjustment, without any right to maintain the original Carrying Charge.

C. TERM OF AGREEMENT:

This Agreement is for a period of one (1) year, commencing on the Day of , 19_. Unless terminated as provided in Section B, Resident may terminate this Agreement at any time by

(a) giving sixty (60) days prior written notice to Management, and

(b) complying with the provisions of this Section and Article 5 of the Articles of Organization. The Resident shall be liable for the Carrying Charge until the earlier of

1. A shares of stock with respect to the unit have been transferred in accordance with Article 5 of the Articles of Organization, or

2. until the end of the sixty-day notice period.

On or before the termination date, the Resident must also:

- a. Endorse the Resident's stock certificate for transfer in blank;
- b. Pay all the amounts due under this Agreement up to the termination date; and
- c. Vacate and return the unit to Management in as good condition as when received, normal wear and tear excepted.

Until all the steps stated above are completed, the Resident will still be liable for the costs of the unit, including the Carrying Charge. The Resident must comply with all provisions of the Bylaws and Articles of Organization with respect to the requirements of transfer of stock and limitation of compensation to the Resident for such transfer.

If Resident is not currently occupying the Apartment, and if Management, because of conditions beyond its control, is not able to deliver the apartment to Resident within thirty (30) days from the time called for herein, either party has the right to terminate this Agreement by written notice to the other party, in which case there shall be refunded forthwith to Resident any payment made hereunder, and this Agreement shall thereupon terminate without any liability by either party to the other.

D. INSPECTION:

Management and Resident, within ten (10) days after commencement of tenancy, shall inspect the dwelling unit as to its present condition. The Resident, by signing the inspection form, Attachment 1, admits that the leased premises have been inspected by him/her, meet with his/her approval, and that except as otherwise noted on the Inspection Form, the apartment is ready for occupancy, and that Management will not be required to paint, plaster or otherwise perform any other work, labor or service prior to occupancy by Resident. Resident acknowledges that the apartment is in a good livable condition, and agrees at the end of the occupancy hereunder to deliver up and surrender the apartment to Management in the same condition as when received, reasonable wear and tear excepted.

Prior to Resident's moving out, Management shall conduct with Resident an inspection of apartment. At that inspection Management shall determine any need for repairs or redecorating properly chargeable to the Resident. A written statement specifying the damage involved shall be prepared at that time, and a copy provided to Resident.

If resident moves out without notice, the inspection need not be carried out in Resident's presence, but a written statement specifying the damage involved, the correctional action taken and the resulting cost shall still be provided to Resident if Resident provides Management with a forwarding address.

E. RESIDENT AGREES:

1. To pay Carrying Charge on the first day of each month. It is understood that repeated late payment of Carrying Charges when due constitutes a breach of this Agreement sufficient to justify its termination by Management as hereinafter specified. The carrying charge will be deemed late as of the sixth (6th) day of the month.
2. Not to cause the disruption or termination of electrical utility services to the unit as a result of nonpayment of utility charges. It is understood that disruption or termination of this service will seriously jeopardize the health and safety of other residents and the physical property and will justify the termination of this Agreement by Management as hereinafter specified.
3. To live in a peaceful way respecting the right of other residents to privacy, security, and peaceful enjoyment and to refrain from all acts which would interfere with such rights.
4. To maintain the unit in clean condition; to use all appliances, fixtures, equipment in a safe manner and only for the purposes which they are intended; not to litter, destroy, deface, damage or remove any part of the apartment, common areas, or grounds. Common areas include but are not limited to the lobby, elevators, hallways, staircases and the laundry room.
5. To remove garbage and trash from the apartment in a clean and safe manner. All trash should be disposed of in closed plastic bags. If you have any toxic garbage (batteries, paint, etc.) or trash that is too large to fit down the chute, leave it in the trash room and then notify Management that it is there.
6. To pay amounts due for lockouts, or for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of Resident, a member of the Resident's household or guests, upon receipt of a bill from Management. The written bill sent to the Resident shall include an itemization of damages, the corrective action taken and the cost thereof.
7. To report promptly to Management all maintenance problems and damage to the apartment.

8. Not to assign or sublet the apartment nor to permit occupancy in the apartment by persons not listed in Paragraph I of this Agreement without obtaining in each instance the prior written approval of the Board, which shall have final determination over sublets. Under no circumstances shall any sublet agreement extend beyond the term of one year. The total monthly carrying costs paid by Sub lessee to Stockholder may not exceed the monthly Carrying Charge designated by the Corporation under this agreement as it may be subsequently modified or extended during the term of the Sublet Agreement plus reasonable expenses for the rental of home furnishings and the like. Each sublease shall be in writing in a form acceptable to the Corporation and one original counterpart thereof, together with any amendments, shall be filed with the Corporation prior to the commencement of the term of said subletting.
9. Resident may have house guests but must obtain advance written consent from Management for a guest staying more than twenty-one (21) days in any month.
10. Resident agrees to obey the rules and regulations, which are attached hereto as Attachment No. 2 and make a part hereof, as they may be amended from time to time (the "Rules and Regulations").
11. To use the apartment for a private dwelling and for no other purpose without the prior written consent of Management.
12. To allow Management to enter the apartment at reasonable times with adequate notice to make repairs thereto, to make preventive maintenance inspections, to exterminate or to show the premises to prospective residents or representatives of the Department of Housing and Urban Development; in cases of emergency, to allow Management to enter immediately. In the case of performing necessary extermination service, the Resident agrees to cooperate by properly preparing the unit in accordance with reasonable instructions from the Management.
13. Not to maintain pets except as permitted by the Rules and Regulations.
14. Not to create or allow to be created by Resident, members of Resident's household, relatives, guests, invitees or agents, any disruptive, noisy or otherwise offensive use of the leased premises; not to commit any disturbance or nuisance, private or public; not to obstruct free use or access of common areas.

15. Not to create or allow to be created by Resident, members of Resident's household, relatives guests, invitees or agents any unlawful acts or any unlawful use of the apartment, common areas, or development grounds; such acts or use to include but not limited to the illegal sale, use or possession of drugs or other controlled substances or the commission of acts that cause or threaten to cause physical harm to others.
16. Not to paint, decorate or otherwise embellish and/or change nor make any additions or alterations to the apartment except as permitted by the Rules and Regulations.
17. To request and obtain written permission from Management in advance for any increase in household size for reasons other than the birth or adoption of a child, submitting at the time of the request a revised application for residency, including the proposed new household members(s). Failure to obtain such permission from Management shall be sufficient grounds for Management to terminate this Agreement as hereinafter specified.
18. To be solely responsible for insuring the personal property of Resident. Resident hereby acknowledges that all personal property in or about the apartment or any other part of the Development shall be at the sole risk of the Resident, subject to the provisions of applicable law. Management and Owner shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam by any other cause whatsoever, while in the apartment or in any storage space in the building or elsewhere on the or about the Development or for any personal injury unless caused by the negligence or other misconduct of Management. Resident acknowledges that Management does not provide insurance for Resident's personal property.
19. Locks shall not be changed, altered or replaced nor shall new locks be added by the resident without the written permission of Management. Any locks so permitted to be installed shall become the property of Management and shall not be removed by the Resident. The Resident shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Management. Upon expiration or termination of this Agreement, resident shall deliver the keys of the apartment to Management.
20. Resident shall, upon request, provide such information and certifications with regard to its household income as may be requested from time to time by Owner or Management.

21. As a Cooperative, the Corporation relies on the participation of its members. Resident agrees to attend up to four hours of training within sixty days of moving in or as soon as provided by the Cooperative, and to attend Annual and Special Meetings of the Corporation, called in accordance with the Corporation By-laws.

F. MANAGEMENT, ON BEHALF OF OWNER, AGREES:

1. To maintain the leased apartment, common areas and equipment located therein in good condition in compliance with the State Sanitary Code and all other applicable laws, rules and regulations of agencies of competent jurisdiction.
2. Without limiting the foregoing, to repair all defects in the leased premises and common areas not caused by tenant negligence as promptly as possible after receipt of notice from Resident.
3. To implement Development-wide carrying charge increases no more than once in any twelve (12) month period, including the first year of occupancy, and when such increases occur to give sixty (60) days written notice to Resident.
4. To enter the Resident's unit only for the purposes of showing the unit to prospective applicants for housing or to representatives of the Department of Housing and Urban Development, making repairs, or preventive maintenance inspections. Management shall enter the unit only after giving reasonable notice to the Resident and at a reasonable time, provided that Management may enter immediately at any time if Management believes an emergency exists. Management must always give notice within 24 hours to Resident of the date, time and nature of the emergency which necessitated entry if Resident was not home at the time of entry.
5. To give Resident not less than fourteen (14) days written notice prior to terminating this Agreement for nonpayment of Carrying Charges.
6. To give Resident not less than thirty (30) days written notice prior to termination of this Agreement for reasons other than nonpayment of Carrying Charge. All notices of termination shall be in clear and understandable terms and shall include:

- a. Full statement of the reason(s) for the action;
 - b. Reference to the alleged violation(s) of this Agreement and the alleged facts upon which the action is based; and
 - c. the action, if any, which the resident may take to remedy the defect for which the notice was issued;
- 7. To impose no fees, penalties, costs or other charges on Resident except those specifically provided for in this Agreement or in the Subscription Agreement or in Rules and Regulations.
- 8. Not to discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap, marital status, sexual orientation, age, national origin, or any other basis prohibited by law.
- 9. To terminate the Agreement or evict Resident for no other reason than the following:
 - a. Nonpayment of charges due to the Cooperative;
 - b. Disruption or termination of heating and/or electrical utility services due to nonpayment of utility charges;
 - c. Nonpayment of any share loan for the Resident's stock in the Cooperative, if applicable;
 - d. Material noncompliance with this Agreement, which term shall include: one or more substantial, repeated, or intentional failures to abide by any obligations under this Agreement; or repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health and safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project; or
 - e. The Resident's ceases to be the owner of shares of stock in the Cooperative. This happens when:
 - (1) The Resident has transferred ownership of the Resident's shares in the Cooperative;

- (2) The unit appears to be abandoned;
 - (3) The Resident dies and this Agreement is not assumed as provided in the Articles of Organization and/or by-laws;
 - (4) The Resident declares bankruptcy or becomes insolvent, according to law; or
 - (5) Other good cause provided Management has given Resident thirty (30) days prior written notice that the grounds for good cause constitute a basis for termination of the tenancy.
- f. Any misrepresentation of facts by Resident to the Corporation in Resident's application or certification or income.
 - g. Subletting or assigning the apartment without obtaining prior permission as described above.

G. GRIEVANCE PROCEDURE:

The Resident is entitled to a hearing before the Board of Directors of the Cooperative or a committee which the Board may designate for this purpose (the "Grievance Committee") acting on behalf of the Owner, whenever:

- 1. The Resident has received a notice of a serious violation or notices of repeated minor violations of the Agreement and attachments, or;
- 2. The Resident is aggrieved by another resident; or
- 3. The Resident is aggrieved by any action or inaction of Management. In order to be granted a hearing, the Resident must deliver to the Grievance Committee, personally or by mail, a request for a hearing which specifies the reason or reasons for the request. If the request relates to a notice from Management, this hearing request must be delivered or postmarked within ten (10) working days of Management's postmarked notice.

The Grievance Committee will schedule a hearing within five (5) working days after receipt of the request. At the hearing, all parties involved in the grievance must be given an opportunity to present their case and to question or refute any evidence or testimony.

The Grievance Committee determination will be delivered to the Resident within five (5) working days. If grounds for eviction for cause are present, Management will be directed in writing to deliver to the Resident a notice to quit.

H. GENERAL PROVISIONS

The above are the most important terms governing the relationship between Owner, Management and Resident. Other terms not inconsistent with this Agreement may be contained in Attachment 2 and in Rules and Regulations for the development, if any, approved by state or federal agencies providing financing for the development or rental subsidy for the unit, including, but not limited to, the United States Department of Housing and Urban Development ("HUD") and the regulatory and management agreements, if any, between HUD or any other such agency and the Owner. Copies of these documents, if any, are available to be inspected at the Management office.

If the whole or any substantial part of the leased premises shall during the term of this Agreement or any extension hereof be destroyed by fire or other disaster not caused by Resident or any Resident invitee, family or agent, then:

- a. If either Management or Resident chooses, this Agreement shall terminate by written notice to the other party. In such event, the Cooperative will determine the amount to be paid to the Resident to redeem the Resident's stock in the Cooperative according to the Bylaws of the Cooperative, but in no case may the consideration paid to the Resident be greater than the Transfer Price as defined in the Bylaws; or
- b. If neither party terminates this Agreement then a just portion of the Carrying Charge shall be abated until the premises are restored and suitable for occupation.

Notices of termination under this section shall cause this Agreement to terminate on the last day of the month in which the notice is given.

Owner and Management may, with, in the case of rental subsidy recipients, the prior written approval of the subsidizing agency, modify the terms and conditions of the Agreement by serving an appropriate notice on the Resident together with the offer of a revised Agreement or an addendum revising the existing Agreement. Resident within ten (10) days of receipt of such notice must either accept the modified terms and conditions by executing such revised Agreement or addendum or terminate the tenancy by giving Management written notice in accordance with the Agreement that the Resident intends to terminate the tenancy. Such termination shall be effective sixty (60) days after the date upon which the modification was to become effective as stated in the modification notice. Failure of Resident to execute the modification or to offer to terminate the tenancy shall be grounds for eviction.

This Agreement and its Attachments, and the Articles of Organization, Bylaws, and Subscription Agreement of the Cooperative make up the entire agreement between the parties regarding the occupancy of the unit. No representations other than those contained in such documents will be binding on Management, the Owner or the Cooperative. If any provision of such documents or the application thereof to any person or circumstance is held invalid, the remainder thereof (or the remainder of such provision) and the application hereof to other persons or circumstances shall not be effected hereby.

Notices required by this Agreement shall be deemed to be properly given:

- a. to Management and/or Owner if mailed by registered or certified mail to the Management Agent at the address indicated in Paragraph L below or at such other address as Management may designate in writing, or by delivery in hand to the Property Manager of the Development but not by delivery to any resident superintendent, maintenance, or other personnel;
- b. To resident if sent by registered or certified mail, return receipt requested or personally delivered to the Resident's apartment with a copy by first class mail to the Resident's address in the Development.

This Agreement is subordinate to any mortgage or related agreement now in existence or hereafter granted, by owner and its successors and assigns. In the event of any conflict or inconsistency, the provisions and conditions of said mortgages, agreements, contracts, statutes, rules and regulation and amendments thereto shall take precedence over this Agreement.

The Resident hereby authorizes the Owner to be the Resident's irrevocable attorney-in-fact to sign any documents to subordinate this Agreement to any future mortgage, deed of trust or other related instrument.

The waiver of any breach of a term, condition, promise or obligation of this Agreement by any party shall not be considered to be a waiver of any other term, condition, promise or obligation, or of any subsequent breach thereof.

I. APPROVED OCCUPANTS:

The Resident agrees and hereinafter certifies by signing this Agreement that only the following named persons shall be considered as residents-in-occupancy of the leased apartment, and that Resident shall not assign this Agreement, sublet the premises without permission as described above, give permanent accommodation to any roomers, lodgers or any other persons not listed in this paragraph, nor permit the use of the premises for any purpose other than as a private dwelling solely for the following resident-in-occupancy:

- 1.
- 2.
- 3.

J. ATTACHMENTS TO THIS AGREEMENT:

The Resident certifies that the Resident has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No.1 - Inspection Form
- b. Attachment No.2 - Rules and Regulations
- c. Attachment No.3 - Occupancy Information

Other attachments as required.

K. RESIDENT'S TELEPHONE NUMBERS:

Resident shall provide Management with the telephone number at which Resident can be reached at home and work, if applicable. Any change in these telephone numbers must be promptly reported when changed.

Home telephone Work telephone

Resident shall provide Management with the telephone number of a party not living with resident who can be called in case of an emergency.

Name of Person Phone Number

L. OWNER/AGENT ADDRESS AND TELEPHONE:

The present address and telephone number of the Owner is
ABC Cooperative Corporation
290 ABC Avenue,
ABC Town, Massachusetts

The present address and telephone number of Management, who is responsible for the care, maintenance and repair of the development, and who is authorized to receive notices of violations of the law and to accept service of process on behalf of the Owner, is:

Having read and understood the above, this Agreement is executed under seal this day _____ of _____, 20__.

Resident _____

Resident _____

ABC Cooperative Corporation

By: _____

Management Agent

By: _____

ATTACHMENT NO. 1

ABC Cooperative

Cooperative Condition Report by Resident

- The Resident hereby informs Management that in his or her opinion the Apartment is in good working order and safe condition, except as noted below. After receipt of this report, ABC will also inspect the Apartment regarding any exceptions and notify the Resident of repairs to be made. This must be signed and dated below. (If no exceptions, state "NONE" below.)

Date Signature of Resident(s) _____

Date Signature of Management _____

ATTACHMENT NO. 2

ABC Cooperative

Rules and Regulations

Purpose

These rules provide for the safety, care and cleanliness of ABC Cooperative; the safety, comfort and convenience of the Residents; and the efficient management and administration of the Development.

These rules represent a minimum of acceptable standards for the community, and do not replace the rules of common courtesy.

The continuation of enjoyable, affordable housing depends on the conscientious observation and uniform enforcement of these rules.

Collecting and Fees

Monthly carrying charges, and share loan payment for a loan made by co-op, must be paid to Management, on or before the first day of every month.

Repair or lockout charges must be paid to the Management office within 30 days of receipt of the bill.

Cash will not be accepted for any payment.

All payments received will be applied as follows:

1. First, to any outstanding Carrying Charges due, for prior months; then
2. To the current monthly Carrying Charges; then
3. To any outstanding repair or lockout charges.
4. To Parking and any other outstanding charges,

Repair and lockout Charges

You will be charged for the cost of labor and material to repair or replace locks, keys, screens, storm windows, and window glass if it is determined that the work is necessitated by carelessness, misuse or neglect on the part of you your family, or your guests, whether the work is needed in your own unit, or common area, or that of another resident in the development.

You will be charged for the cost of labor and material to repair or replace damage caused by you, your family, or your guests, whether the work is needed in your own unit, or common area, or that of another resident in the Development. Such damage may include, but not be limited to:

1. Punctured and/or defaced walls, ceilings, etc.;
2. Broken sinks, wash basins, toilet tanks, light fixtures, etc.;

3. Jammed plumbing lines and plugged toilets, caused by flushing inappropriate items (e.g., pampers, cat litter etc.);
4. Broken railings and punctured exterior siding.

The reasonableness of all damages charges may be discussed with Management. If the Resident can produce satisfactory proof that damage to doors or windows is the result of burglary, the Resident will not be liable. Proof must include a copy of police report.

The cost of lockouts is as follows:

1. no charge first and second time from 7:00 am to midnight; \$5 per lockout thereafter.
2. From midnight to 7:00 am, and on weekends and holidays, \$10 for every lockout.

There is a refundable \$10 deposit for each initial set of keys provided.

There is a charge of \$5 for each replacement key, and \$10 for replacement access cards.

There is a charge of \$10 for any bounced check.

Keys may not be given to any one who is not listed on the Occupancy Agreement. In addition, proof of residency must be shown in order to be let into the unit.

Exterminating Services

Exterminating services include spraying for roaches and baiting for mice.

Routine exterminating services will be provided at no cost to you.

You have the obligation to allow Management to perform exterminating services in your apartment whenever it is necessary to do so in order to maintain your apartment or other apartments in a sanitary condition.

If you refuse the service, and mice or roaches continue to be evident, you will have to pay for the exterminator's return visit, whether or not the services are provided in your unit.

Before exterminating services are performed, you must remove all items from the kitchen cabinets and properly cover all food and utensils.

Rubbish Removal

Rubbish is collected from designated containers by a contractor.
All rubbish must be securely wrapped and fastened and **MUST BE PLACED INSIDE DESIGNATED CONTAINERS.**

Repeated, documented violations will be adequate reason for terminating the Occupancy Agreement.

Aerials and Antennas

You are not allowed to erect on or attach to your unit any aerials or antennas.

Management reserves the right to remove any antenna or aerial.
Cable service is available by arrangement with the local service provider.

Use of Balconies, Windows and Doors

You have the exclusive use of the balcony to your unit, if there is one.
You are responsible for keeping your balcony or porch free from leaves or other debris.
Barbecue grills are prohibited by local fire code.
No sign, notice, notice or advertisement shall be inscribed or exposed at any window, door or other part of the building, nor shall anything be projected out of any window of the building.

Residents may decorate their doorway in a tasteful manner, but the Board reserves the right to request that any inappropriate decoration be removed. Except for the above, no portions of the common areas shall be decorated by anyone in any manner.

Unattended pets are not permitted on balconies or common areas.

Parking

Parking in the turnaround in front of the building is for the use of visitors and guests only, subject to availability of space and to the following restrictions:
All persons who use this area must sign in at the Management Office;

There will be a two hour parking limit unless the guest has received prior permission from Management to park longer;

Residents of the Building are not allowed to park in this area except to discharge/pick-up passengers, load/unload personal items, etc.;

Cars may park only along the curbing and may not park in front of the building entrance (designated by yellow curbing).

Moving arrangements for a specific date and time must be cleared with the Management Office in advance.

Violators may be towed at the car owner's expense without prior notice or warning.

Pets and Animals

The Corporation respects the desire of some residents to enjoy the benefits of owning certain pets. Underlying this policy is the premise that pets should not be allowed by their owners to infringe upon the rights of other residents to a clean, safe and peaceful environment. It is the responsibility of each resident pet owner to insure that his or her pet(s) do not become a nuisance to other residents. Notwithstanding the paragraphs directly below, failure to prevent such a nuisance is grounds for management to withdraw permission to maintain any pet or pets.

No dogs are permitted as permanent or temporary pets. The only exceptions are those animals specifically for the use of visually or hearing-impaired residents, and documentation of such must be provided to Management.

Residents may have one cat per unit, except that residents at the time the corporation acquires the development may continue to have two cats for as long as the individuals live at ABC. All residents must notify management of each individual cat that lives in their unit.

Residents may have up to two birds as pets, but they must be caged and the owner must obtain permission from management to have birds.

Residents may maintain fish as pets, but the owner must obtain permission from management to do so.

Unattended pets are not permitted on balconies or in common areas.
All pets not specifically permitted by this article are prohibited.

Miscellaneous

No resident shall send any employee of the building on any private errands nor ask an employee to do private work for them during his or her scheduled shift.

Littering in the common areas is prohibited.

No loud music or noise is permitted between 10:00 p.m. and 7:00 a.m. Residents and their guests should be conscious at all times of the noise level and observe their responsibility to refrain from making noises that could annoy other residents. Musical instruction by a resident is not permitted whether instrumental or vocal.

Residents are personally responsible for the actions of their guests. Residents will be held responsible for any violations of the Occupancy Agreement, Rules and Regulations and the By-Laws, caused by their guests and may be subject to eviction for these violations.

At such time as residents enter the building, they shall not permit anyone to enter into the building unless the resident knows their identity.

Storage of gasoline, kerosene, oil or other flammable or hazardous material on the premises is prohibited.

No redecoration such as painting or wallpapering is permitted except with Management approval, and when a Resident who has redecorated moves out, Management may require that Resident restore apartment to its original appearance. In no case can the Resident be reimbursed for the costs of redecorating.

No personal belongings (stroller, bicycles, etc.) may be kept in entry ways or other common areas.

Repeated, documented violations of these rules and regulations are adequate reasons for terminating the Occupancy Agreement.

Any consent or approval given under these rules and regulations by Board and/or Management shall be revocable at any time.

The Board may delegate its authority to grant any permission referred to in this agreement.

These rules and regulations may be changed, modified, or amended by the Corporation at any time.

ATTACHMENT No. 3

Occupancy Information

The following information is provided to that all residents of ABC will be aware of management services, appliance usage and other miscellaneous matters.

Maintenance service is available for routine matters between a.m. and p.m. Monday through Friday and for emergencies at all times. To obtain service, call or stop by the Office, and state your name, apartment number, and nature of your call. Your request will constitute your permission to allow management to enter your apartment to complete the work. A notice will be left after entry.

Complaints regarding the service of the building and grounds or regarding actions of other residents shall be made in writing to the Management Office. If such a complaint is not resolved to the satisfaction of either party, that party may follow the Grievance Procedure described in the Occupancy Agreement.

You must make your own arrangements with Boston Edison Company for electric service to your apartment. Boston Edison will bill you directly for the electricity you use as shown on the meter for your apartment. You must call Boston Edison and request that service be put in your name effective on the day your tenancy begins. All replacement light bulbs for the interior of your apartment will be furnished by you, except that fluorescent bulbs may be replaced by management for the cost of the bulb. Before reporting electrical failures, be sure the circuit breakers in your apartment are on reset. The circuit breakers are in the kitchen in the studio apartments and in the hallway leading to the bedroom in the one-bedroom units.

You must make your own arrangements with the telephone company if you desire telephone service. Extensions are permitted if the wires can be run without drilling through or nailing into floors, walls, or ceilings.

There is a master television antenna connection in the living room of each apartment. Building management will supply coaxial cable to connect the outlet to your set.

The intercom connects each apartment to the panel in the outer vestibule. The talk button must be pressed while talking and the listen button pressed while listening. Do not let strangers into the building.

Mail service is provided directly to your mailbox. You must include your apartment number and zip code (02115) on your return address.

The fire alarm system is designed to detect heat increases. Do not let sources of heat come near or in contact with heat detectors. Our alarm system is connected to the city fire department's central system. Battery operated smoke detectors are located in the ceiling at the entrance of the bedroom(s). Contact the management office if the detector beeps continuously, for this indicates that the battery needs to be replaced.

Your apartment is heated by a central plant, which provides a forced circulation of hot water through convectors in each room of your apartment. This plant also provides domestic hot water. To receive the maximum heat, keep the fronts of the convectors free and unobstructed by furniture, drapes, curtains (regardless of how thin), and the like. Before calling building maintenance regarding lack of heat, be sure that all your convectors are opened and that all your windows are closed by locking the handle.

In using the kitchen sink garbage disposal, keep a strong flow of cold running water. Do not allow waste to remain in the disposal. Do NOT use chemical or solvent drain compounds in your disposal. Do not put your hand into the disposal. The unit may be turned on by the switch on the wall above your sink. If you overload the unit, the motor will automatically turn itself off. It may be reset as follows:

- (a) If necessary, remove foreign objects with ice tongs or such. Do NOT insert your hand or fingers into the disposal.
- (b) Run cold water again.
- (c) Push reset button on motor under sink.
- (d) Turn on the operating switch again.

You should defrost your freezer as needed or when ice is 1/4" thick. You should never use any sharp instruments to chip away at the ice. We recommend the following:

- 1) Turn dial to OFF.
- 2) You may wrap frozen food in newspaper.
- 3) Place a pan of boiled water in freezer and close door (replace as it gets cool).
- 4) Pour out excess water from freezer tray as needed.
- 5) Wipe freezer dry before you re-stock with food.
- 6) Turn dial to #5 setting

The outside air vent on the air conditioner (if your apartment is so equipped) should be in the closed position to receive maximum cooling.

The front entrance of the building is for the use of individuals entering or leaving the building. The back entrance of the building is for deliveries and for moving possessions and other large items into and out of the building.

It is the Corporation's policy not to permit any sales work, collecting, soliciting, giving samples, distributing hand bills or notices, circulating petitions, taking polls, and the like by any person other than a resident or lawful occupant.

Residents should report leaks or obstruction in the waste pipes promptly.

Residents should close all windows when necessary to avoid possible damage from storms.