

B E L M O N T C H A M B E R S**OCCUPANCY AGREEMENT****1. PARTIES AND DWELLING UNIT**

The parties to this Agreement are the Belmont Chambers Cooperative, referred to as the "Landlord", and _____ referred to as the "Resident". The Landlord leases to resident the Apartment No. _____, one of the 16 apartments in the Belmont Chambers building at 43 Symphony Road in the Fenway District of the City of Boston.

The Landlord is a limited equity Cooperative Corporation and has been formed for the purpose of acquiring and operating the Belmont Chambers building as housing run by its residents with the intention that its stockholders have the right to occupy apartments under the terms of this agreement. The Cooperative is run by a Board of Directors who will be residents of the Building and who are elected by the residents.

2. TERM

The initial term of this Agreement will begin on the effective date of this Agreement and end on December 31 of the year following the date of this Agreement. After the initial term ends, this Agreement will continue for successive terms of one year each unless terminated by the resident upon four months' written notice prior to the end of the initial or any successive term. The Agreement may be terminated during the initial term or any extension thereof, by the Resident on four months' written notice, or by the Landlord on one month's written notice, as provided in Paragraphs 16 and 17 of this Agreement.

3. MONTHLY CARRYING CHARGES

The Resident agrees to pay monthly to the Landlord the carrying charges (that is, the basic rent) which initially are \$ _____ per month. The Resident agrees to pay this

amount by the first day of each month, in advance, by sending a check or money order to the Landlord at _____, Boston, Massachusetts. The check or money order should be made out to "Belmont Chambers Cooperative." The Landlord may change the place for payment by notice to Resident.

Each resident pays a proportionate share of the Building's expenses and other financial obligations as determined by the Board of Directors. The proportion of expenses paid by each resident is determined by the size of the Apartment leased by each resident. Initial allocation of Monthly Carrying Charges are roughly proportionate to the numbers of shares of stock appurtenant to different apartment sizes, but this may be changed if the Board of Directors determine that a different allocation basis would be more appropriate. Some examples of the Building's expenses are: mortgage principal; water and sewer charges; management, administrative and all other operating expenses; payments to the Landlord's partners; and general operating expenses; replacement reserves. The amount each resident pays per month is called the Monthly Carrying Charge.

It is specifically understood that the Landlord, acting through the Board of Directors, has the power to determine the amount of the Monthly Carrying Charge. **The Landlord has the power to increase the amount whenever it is necessary to do so to cover the expense of the Building.**

The Landlord agrees to give the resident at least one (1) month written notice before implementing any increases.

4. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

If the Resident does not pay the full amount of the Monthly Carrying Charges shown in Paragraph 3 by the tenth of the month, the Landlord will collect a late fee of \$10, or such other amount as may be decided from time to time by the Board of Directors for each month beyond the tenth that the Monthly Carrying Charges are not paid in full. The Landlord may collect a returned check fee of \$15 on the second or any additional time a check from the Resident is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular Monthly Carrying Charges.

The Resident specifically understands the Landlord may also terminate this Agreement for non-payment or repeated late payment of Monthly Carrying Charges in addition to collecting the late charges discussed above.

5. MANAGEMENT, ADMINISTRATION AND TAXES

The Landlord agrees to provide necessary management, administration and operation of Belmont Chambers; and to pay for taxes and assessments on the Building.

6. REPAIRS AND MAINTENANCE

- a. **By Resident:** The resident agrees to repair and maintain his or her Apartment and the building at his or her own expense as specified below:
- (1) Keep his or her Apartment clean and in sanitary condition.
 - (2) Remove garbage and trash from the building in a clean and safe manner and to place it by the edge of the alley behind the building for rubbish removal no earlier than 5:00 p.m. the day prior to rubbish removal.
 - (3) Make any repairs or maintenance necessitated by his or her own negligence, misuse or carelessness or by the actions of his or her family or guests. This includes repairing damage resulting from his or her repairs or improvements.
 - (4) Be responsible for any redecoration of his or her Apartment.
 - (5) Make any repairs, maintenance or replacements required on the following:
 - (a) window glass, screens, storm windows, shades and blinds; and
 - (b) locks and changes of cylinders; and
 - (c) any improvements or equipment installed by the Resident; and
 - (d) appliances.
- b. **By Landlord:** The Landlord agrees to provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article.

- c. **Right of Landlord to Make Repairs at Resident's Expense:** In case the Resident fails to make the repairs, maintenance or replacement as specified in clause (a) of this Article in a manner satisfactory to the Landlord and pay for same, the Landlord may make them and charge the Resident for their cost. The Resident agrees to pay such costs within 30 days after receipt of the Landlord's written demand for them.

7. **UTILITIES**

The Resident agrees to pay directly to the utility companies for the use of electricity metered directly to Resident.

8. **INSURANCE**

The Landlord agrees to provide liability and property damage insurance for the Building in forms and amounts deemed satisfactory to the Landlord in its sole discretion. **But the Landlord specifically does not provide insurance on the Resident's belongings, which insurance the Resident may obtain and pay for directly.** The Landlord is not responsible for any loss or damage to the Resident's belongings except when the loss or damage is due to the negligence of the Landlord.

9. **KITCHEN APPLIANCES**

The Landlord agrees to provide a kitchen stove and refrigerator. The Resident is responsible for all repairs and replacements of these appliances. When the Resident vacates the Apartment, the Resident must leave a stove and refrigerator of equal or higher quality and condition as the one in the Apartment at the beginning of the term of this Agreement.

10. **CONDITION OF DWELLING UNIT**

By signing this Agreement the Resident acknowledges that the Apartment is safe and in habitable condition and that all equipment in the Apartment is in working order.

The Resident further agrees to, at the end of his or her occupancy, vacate and return the Apartment to the Landlord in as good condition as when received, reasonable wear and tear excepted.

11. KEYS AND LOCKS

The Resident is responsible for all keys and locks for the Apartment. The Landlord will not accept any liability for keys left with its officers or agents.

12. RESTRICTIONS ON ALTERATIONS

The Resident agrees not to do any of the following without first obtaining the written permission of the Landlord or management:

- (a) remove any part of the appliances, fixtures or equipment in the Apartment;
- (b) attach or place any fixtures, porches, exterior alterations, signs or fences on the building(s) or yards;
- (c) install gas dryers or supplementary heaters in the Apartment; if the Resident's use of any appliance requires that the electrical service be upgraded, the Resident will pay the cost of the additional service;
- (d) place any aerials, antennas or other electrical connections on the building; or
- (e) make any other interior or exterior structural alterations in the Apartment; or
- (f) attach any fixture or object to the ceiling (this is on account of the special heat storage system in the ceiling).

The Resident understands that the Landlord will not be responsible for the repair or maintenance of any alterations, additions, fixtures and improvements.

If the Resident uses extreme colors or materials to decorate the interior of the Apartment, the Resident will be

responsible for restoring the Apartment to conventional materials and colors as directed by the Landlord.

The Resident agrees to, at the end of his or her occupancy, return the Apartment to the Landlord along with all alterations, additions, fixtures, and improvements or restore the Apartment to as good condition as it was when he or she moved in, normal wear and tear excepted.

13. GENERAL RESTRICTIONS

The Resident must live in the Apartment and the Apartment must be used only as a private dwelling for the Resident and his or her household members who are listed in this Agreement. If the Resident wants to have other individual(s) reside in the Apartment and/or become a co-owner of his or her stock in the Cooperative, he or she must obtain the prior written approval of the Cooperative's Board of Directors. Such approval is not to be unreasonably withheld, but is subject to the limitations on transfers of interest, occupancy, subletting, assignment and rental charges and provisions for enforcement of the same contained in a certain Covenant between the Landlord and the Symphony Area Renaissance Trust which is recorded in the Suffolk Registry of Deeds in Book 14603, Page 259, and as it may be amended from time to time, which Covenant as amended is hereby incorporated into this Occupancy Agreement as if fully stated herein.

The Resident agrees not to:

- (a) sublet or assign the Apartment, or any part of the Apartment, without the prior written consent of the Landlord;
- (b) have paying guests or boarders in the Apartment;
- (c) use the Apartment for unlawful purposes;
- (d) engage in or permit unlawful activities in the Apartment, in the common areas or on the grounds;
- (e) have pets or animals of any kind (except seeing-eye dogs for blind residents); or
- (f) make or permit noises or acts that will disturb the rights or comfort of neighbors.

The Resident agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

If the Landlord, the Apartment or the building suffers any liability or any damages as a result of any action by the Resident, his or her family or visitors, the Resident agrees to reimburse the Landlord and hold the Landlord harmless for the actual loss or damage.

14. ACCESS BY LANDLORD TO THE APARTMENT

The Landlord has the right to enter the Resident's Apartment for the purposes stated below. The Landlord agrees to enter the Apartment only during reasonable hours and to provide reasonable advance notice of its intent to enter, except when emergency situations make such notices impossible or except under paragraph (c) below.

- (a) The Resident agrees to permit the Landlord, its agents, employees, contractors, utility companies or other persons, when authorized by the Landlord, to enter the Apartment for the purpose of making annual inspections, making reasonable repairs, investigating possible problems or emergency conditions (for example, a leak, a utility outage, unauthorized alterations, etc.) and performing necessary extermination service. 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 Landlord.
- (b) After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the Apartment to prospective subscribers during reasonable hours.
- (c) If the Resident moves before this Agreement ends, the Landlord may enter the Apartment to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

15. **CORPORATE REGULATIONS**

The Resident understands and will preserve and promote the principles of cooperative control which are the purposes of the Landlord. The Resident agrees to abide by the Articles of Organization, By-Laws, Rules and Regulations of the Landlord and any subsequent amendments. The Articles of Organization and the By-Laws have been included in the package provided to the Resident with his or her membership subscription. The Rules and Regulations are attached to this Agreement as Attachment No. 1. The Landlord and resident agree that any amendment will be reasonably related to the safety, care and cleanliness of Belmont Chambers, the safety, comfort and convenience of the Residents, the orderly and harmonious operation of the Cooperative and the efficient management and administration of the housing.

The Landlord also agrees not to enforce any amendment until after written notice to the Resident.

16. **TERMINATION BY RESIDENT**

This Agreement may be terminated by the Resident at any time by a written notice to the Landlord at least four (4) months before the intended termination date, which date shall in all cases be the first day of a given month. If the Resident does not give the full four (4) months notice, he or she shall be liable to the Landlord for the monthly carrying charges up to the end of the four (4) months for which the notice was required or to the date the Apartment is re-occupied, whichever comes first.

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

- (a) endorse his or her stock certificate for transfer in blank and return it to the Cooperative; and
- (b) pay all the amounts due the Landlord under this Agreement up to the termination date; and
- (c) vacate and return the Apartment to the Landlord in as good condition as when received, normal wear and tear excepted; provided, however, that the Resident shall be liable to the Landlord for the cost or estimated cost of redecorating, floor finishing, and such repairs and replacements

as are deemed necessary by the Cooperative to place the unit in suitable condition for another occupant.

Until all the steps stated above are completed, the Resident will still be liable to the Landlord for the costs of the Apartment, including the Monthly Carrying Costs and utilities. The Resident is also responsible for complying with the provisions in the By-Laws regarding the transfer of his or her stock in Belmont Chambers.

17. TERMINATION BY LANDLORD

This Agreement may be terminated by the Landlord upon one month's written notice, said termination date also being the first day of a given month, only if:

- (a) The resident has ceased to be the owner and legal holder of a membership in the Landlord. This happens when:
 - the Resident has transferred ownership of his or her stock in the Landlord; or
 - the Resident is declared bankrupt or insolvent according to law; or
 - the Resident's property is being assigned for the benefit of creditors; or
 - the dwelling unit appears to be abandoned; or
 - the Resident dies.
- (b) the Resident has failed to comply with one or more provisions of this Agreement or of the By-Laws or rules and regulations of the Landlord within a reasonable time after written notice of said noncompliance, which notice also cites the provisions relied upon.
- (c) Notwithstanding the foregoing, the Landlord may terminate this Agreement upon one month's written notice, effective with the first day of any month, for purposes of offering the Residents a revised Occupancy Agreement.

Termination notices to the Resident from the Landlord must be sent by registered mail, return receipt requested to the Resident's address in Belmont Chambers.

All termination notices from the Landlord must:

- specify the date this Agreement is terminated;
- state the grounds for termination with enough detail for the Resident to prepare a defense;
- advise the Resident that he/she has ten (10) days within which to discuss the termination with the Landlord's representative. The 10-day period will begin on the date the notice is delivered or the day after the date the notice is mailed, whichever is earlier. If the Resident requests such a meeting, the Landlord will have its representatives discuss the termination with the Resident;

If the Resident does not request a meeting with Landlord's representative or if such a meeting does not produce a resolution of the matter which caused the Landlord to issue the termination notice that is satisfactory to the Landlord in its sole discretion, then the Landlord may in its sole discretion pursue any and all legal remedies which are available to a landlord in the event that a Resident violates or threatens to violate a provision of his or her occupancy agreement. This legal action may include but need not be limited to seeking to evict a resident from an Apartment.

In the event of termination, the Resident's stock in the Landlord will be governed by the Articles of Organization and By-Laws of the Landlord. In addition to the obligations imposed by the foregoing, the Resident shall also be liable for monthly carrying charges whether or not he/she continues to occupy for the four (4) months commencing with the first of the month following the date of the notice of termination or until the date the Apartment is reoccupied, whichever comes first, provided further, that the Resident shall be liable in any event for carrying charges for up to thirty (30) days following his or her vacating the unit or until the date the Apartment is reoccupied, whichever comes first.

With regard to termination of membership for cause, the retiring member shall be liable for the following items, among others, as provided in the By-Laws:

- (a) the cost or estimated cost of all deferred maintenance, including painting, redecorating,

floor finishing, and such repairs and replacements as are reasonably deemed necessary by the Landlord to place the unit in suitable condition for another occupant; and

- (b) legal and other expenses incurred by the corporation in connection with the default of such member and the resale of the stock.

18. HAZARDS

The Resident shall not undertake, or permit his or her family or visitors to undertake any hazardous acts or do anything that will increase the insurance premium of Belmont Chambers. If the Apartment is damaged by fire, wind, or rain to the extent that it cannot be lived in, and the damage is not caused or made worse by the Resident, the Resident will be responsible for the Apartment only up to the date of the destruction. The Resident will have no additional responsibility for the Apartment until it has been repaired to a livable condition.

If the Landlord decides not to restore the Apartment, the Landlord will determine the amount to be paid to the Resident to redeem his or her membership according to the By-Laws, but in no case more than the transfer value of the stock owned by the Resident.

The Resident agrees that the Landlord is not liable to the Resident for any damage to the Resident's belongings except when the damage is caused by the Landlord's negligence.

19. DISCRIMINATION PROHIBITED

Both the Resident and the Landlord agree not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, sexual preference, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

20. SUBORDINATION CLAUSE

Because the Landlord will obtain funds from time to time

by loan secured by one or more mortgages on its property, this Agreement is subject to and subordinate to any and every mortgage and related agreement now or hereafter granted by the Landlord and its successors and assigns. The mortgage agreement(s) will supercede this Agreement in case there is any conflict.

The Resident hereby authorizes the Landlord to be the Resident's irrevocable attorney-in-fact to sign any document to subordinate this Agreement to any future mortgage or deed of trust.

21. CONTENTS OF THIS AGREEMENT

This Agreement and its Attachments make up the entire agreement between the Landlord and the Resident regarding the occupancy of the Apartment. No representations other than those contained in this Agreement, or the Articles or the By-Laws of the Cooperative, will be binding on the Landlord or the Cooperative. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Resident and the Landlord will continue to be bound by them.

22. ATTACHMENTS TO THIS AGREEMENT

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

Attachment No. 1 - Rules and Regulations

23. MEMBER'S TELEPHONE NUMBER

The Resident shall provide the Landlord with the telephone number at which the Resident can be reached at home and work. Any change in these telephone numbers must be properly reported when changed.

HOME TELEPHONE: _____

WORK TELEPHONE: _____

24. LANDLORD'S ADDRESS AND TELEPHONE NUMBER

The present address of the Landlord is:

43 Symphony Road
Boston, Massachusetts 02116

The present address and telephone number of the Management Agent for the Landlord, who is responsible for the administration, care, maintenance and repair of the Building, and who is authorized to receive notices of violations of law and to accept services of process on behalf of the Landlord, is:

25. RESIDENT'S HOUSEHOLD

The Resident and Landlord agree that the following individuals are members of the Resident's household and are entitled to live in the Resident's Apartment. (List names and relationship to Resident of each individual and age of any children under 18.)

Witness our hands and seals at Boston, Massachusetts, as of _____, 1989.

RESIDENT: _____

**BELMONT CHAMBERS
COOPERATIVE CORPORATION**

RESIDENT: _____

BY: _____
GRANT YOUNG, PRESIDENT

B E L M O N T C H A M B E R S

Attachment No. 1 to Occupancy Agreement

Rules and Regulations

As in effect March 6, 1986

1. PURPOSE

- (1) These rules are related to the safety, care and cleanliness of Belmont Chambers, the safety, comfort and convenience of the Residents, and the efficient management and administration of the Cooperative.
- (2) These rules only represent a minimum of the acceptable standards in our community and by no means replace the rules of common courtesy.
- (3) Our right to affordable and enjoyable housing depends on our conscientious observation and uniform enforcement of these rules.
- (4) These rules are in addition to the requirements in the Occupancy Agreement, and you are also bound to observe all provisions of the Occupancy Agreement.

2. COLLECTION AND FEES

- (1) Monthly Carrying Charges must be paid to the management agent, on or before the first day of the month.
- (2) Repair charges must be paid to the management office within 30 days after you are billed.
- (3) Positively no cash will be accepted.

- (4) All payments received will be applied to your account in the following order:
 - (a) your payment will first be applied against all outstanding Late Fees;
 - (b) the balance, if any, will then be applied against all outstanding Repair Charges;
 - (c) the balance, if any, will then be applied against outstanding Monthly Carrying Charges for prior months; and
 - (d) the balance, if any, will then be applied against the current Monthly Carrying Charges.

3. REPAIR CHARGES

- (1) You are liable for the cost of repairing locks, keys, screens, window glass and storm windows regardless of what necessitates the work.
- (2) Other than described in (1), you are liable for the cost, repair, labor and material, if it is determined that the work is necessitated by carelessness, misuse or neglect on the part of you, your family, or your visitors, whether the work is needed in your own unit or another unit in the Building.
- (3) The following are only some examples of the kinds of damage which can generally be determined as caused by your carelessness, misuse or neglect:
 - (a) punctured walls, ceilings, etc;
 - (b) broken sinks, wash basins, toilet tanks, light fixtures, etc;
 - (c) jammed plumbing lines and plugged toilets caused by putting inappropriate objects in them such as pampers;
 - (d) broken porch railings and punctured exterior siding.

- (4) Repair charges are not limited to conditions described in (3). See the Occupancy Agreement. In any case, you have the right to discuss with management the reasonableness of the charges.
- (5) If, however, the Resident can produce proof satisfactory to the Landlord that damage to doors or windows is the result of burglary, the Resident will not be responsible for repair charges. Proof must include a copy of the police report.

4. EXTERMINATING SERVICES

- (1) Exterminating services include spraying for roaches and other pests, and baiting for mice.
- (2) You may request exterminating services to be performed in your Apartment at no cost to you.
- (3) 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 your building in a sanitary condition.
- (4) If you refuse the services, and there continues to be mice or roaches in your building, you will have to pay for any repeat visit by the exterminator to your building whether or not extermination services are provided in your Apartment.
- (5) Before exterminating services are performed, you must remove all items from the kitchen cabinets and properly cover all food and utensils.

5. RUBBISH REMOVAL

- (1) Rubbish is collected from alley behind building by a City-designated contractor on Tuesday and Friday.
- (2) Collection usually begins around 7:00 a.m.

- (3) RUBBISH MUST NOT BE PLACED ON THE SIDEWALK EARLIER THAN 5:00 P.M. THE DAY BEFORE COLLECTION. IT MUST BE SECURELY WRAPPED OR PLACED IN A CONTAINER WITH A TIGHT LID.
- (4) Repeated violations of (3) above are adequate reasons for terminating the Occupancy Agreement.

6. AERIALS AND ANTENNAS

- (1) You are not allowed to erect on or attach to your Apartment or building any aerials or antennas unless you have written permission from management to do so.
- (2) Generally, antennas must be fastened properly to the chimney and not to the roof.
- (3) Management's right to remove any improperly attached antenna is not waived by giving the permission.
- (4) Permission, when given, is given to you rather than the contractor or the cable television company, and thus you are liable for any and all damages.

7. LOCK-OUTS

- (1) Management has no keys to units, nor may keys be deposited with the management. The Cooperative shall not be responsible for any costs incurred where a Resident has locked him/herself out of a unit.

8. PETS AND ANIMALS

- (1) You are not permitted to keep any pets or animals in your Apartment without the written permission of the Cooperative, except for cats.

9. **NO LITTERING OR LOITERING**

- (1) No littering or loitering on the sidewalks or other common areas. No loud talking voice in the public areas of the Cooperative.
- (2) You are not permitted to repair vehicles in the parking lot.

10. **GUESTS**

- (1) Residents are personally responsible for the actions of their guests. Guests may not engage in any activity that is unlawful or disturbs the rights or comfort of neighbors.