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ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

LOFTS AT WESTINGHOUSE CONDOMINIUM ASSOCIATION
UNIT OWNER MAINTENANCE RULES, INSURANCE COVERAGE
REQUIREMENTS AND MASTER POLICY OF INSURANCE CLAIMS PROCEDURES

The undersigned, being at least a majority of the Board of Managers (hereinafter, the "Board") of the Lofts at Westinghouse Condominium Association (hereinafter the "Condominium" or the "Association") under By-Laws dated December 23, 2009 and recorded with the Suffolk County Registry of Deeds in Book 45949, Page 150, as amended, hereby adopt the following as an Amendment to the Association's Rules and Regulations:

Whereas, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of the Condominium Documents,

Whereas, Section 8 I. Use and Maintenance of the Units of the Master Deed of the Westinghouse Lofts Condominium, recorded with said Registry at Book 45949, Page 1, and Section 9.1, Maintenance, Repairs and Improvements to Units of the By-Laws, states, in pertinent part, that Unit Owners are responsible for the proper maintenance, repair and replacement and improvements to their respective Units at their sole cost and expense; and

Whereas, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so as to prevent damage and deterioration to the Condominium premises; and

Whereas, the Board is empowered with and responsible for obtaining and administering a master policy of insurance for the Condominium pursuant to Article X of the By-Laws; and

Whereas, the Board has adopted Insurance Coverage Requirements and Claims Procedures for Master Policy Insurance Claims as forth herein to more efficiently process insurance claims and to provide for complete coverage for casualty losses,

Now therefore, the Board adopts the following Rules and Regulations which shall be applicable to all Unit Owners and Residents:

A. Unit Owner and Resident Maintenance Responsibilities.

a. Regardless of the cause of the damage to the Unit, Unit Owners are responsible for the proper maintenance, repair, and replacement of their respective Units, to include, but not be limited to:

i. Damages due to any water leak or water infiltration into the Unit.

- ii. Prompt removal of visible moisture accumulation on windows, window sills, and other surfaces within the Unit.
 - iii. Repair of any failure or malfunction of any heating, ventilating, or air conditioning system within the Unit.
 - iv. Keeping any clothes dryer vents and ducts free of lint accumulation, and prevent any bending, blocking, or drooping of any dryer duct/hose, all in order to minimize or prevent risk of fire.
 - v. Toilets(in particular, the float arm assembly) and toilet seals, in order to prevent leaks and/or overflowing of water.
 - vi. Leaking faucets, fixtures, drain lines, or water lines.
 - vii. Caulking, repair, and replacement as necessary around all bathtub, shower and toilet enclosures.
- b. Unit Owners are reminded that they are responsible to ensure that any vents or exhaust fans located within the Unit boundaries and serving the Unit are vented properly to the common riser, including, without limitation, bath exhaust vents, stove vents, and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas.
- c. All Units must be maintained in a first-class condition.
- d. Each Unit Owner shall be responsible for all damage to any portion of the Condominium (including, without limitation, other Units) caused by such Unit Owner's failure to maintain his/her Unit in the manner described in the Condominium Documents and this Rule and Regulation.
- e. In the event that any Unit Owner fails or neglects in any way to perform such maintenance, repair, or replacement work, the Board may, but shall not be obligated to, perform or cause to be performed any such maintenance, repair, or replacement work, after it has provided written notice (except in case of emergency) to the Unit Owner that such work is necessary and the Unit Owner has failed to perform the work within ten (10) days of receiving the notice. All costs of such work, if not reimbursed to the Board by the Unit Owner upon demand, will be collected in the same manner as unpaid common charges as set forth in the Condominium Documents and Massachusetts General Laws Chapter 183A.

B. Insurance Coverage Requirements and Master Policy of Insurance Claims Procedures.

As of this date, the Condominium Association, pursuant to Article X, of the Condominium By-Laws maintains an "all-in" master policy of hazard insurance

(the "Master Policy") covering all common areas and facilities and limited common areas and facilities, including installed fixtures, interior walls, and permanent alterations and additions. The Master Policy has a deductible amount of \$10,000.00, which amount may change in the discretion of the Board. In order to insure that Unit Owners carry sufficient insurance, including coverage for the deductible amount of any claims on the Master Policy, and to clarify procedures for submitting and administering Master Policy claims, the Board has adopted the following Insurance Rules and Regulations, which shall be binding on all Unit Owners:

INSURANCE RULES AND REGULATIONS:

1. Unit Owners' Insurance

Each Unit Owner is responsible for the requirements set forth in Article X of the By-laws, which deals with insurance coverages and each Unit Owner, at a minimum, must maintain, at his or her own expense, a Condominium Unit Owner's HO-6 or similar insurance policy providing property and liability insurance for his or her Unit, in an amount sufficient to cover at least the Master Policy deductible amount. Each Unit Owner shall also maintain a so called "HO 17 32" endorsement or similar endorsement to said policy, which will extend coverage from "named perils" to "all risk" coverage. Unit Owners who rent their Units shall require their tenants to purchase so called "renter insurance" to cover the tenant's personal property and other potential damages which could occur in the event of a casualty loss. Such Unit Owner policies shall be placed with an insurance company that will agree to pay the difference between the Master Policy deductible amount and the Unit Owner's own deductible amount. Failure by any Unit Owner to maintain such a policy shall not relieve him or her of liability to pay the deductible amount on the Master Policy. No such policy shall be written so as to decrease the coverage under the Master Policy, and each Unit Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of Article X of the Condominium By-Laws as if produced by such coverage.

2. Deductible Amount:

- a. The Board shall determine from time to time the deductible amount of the Master Policy in its sole discretion. Each Unit Owner whose Unit is affected by a casualty shall be responsible for paying the deductible amount of the Master Policy, regardless of the cause of the loss. If the loss affects more than a single Unit, the deductible amount shall be apportioned among the Owners of the affected Units (and the Association, if the common areas are affected) according to the same ratio which the loss to each Unit (and the common areas, if applicable) bears to the total loss, as determined by the Board in its sole discretion. In no event, regardless of cause, shall the Association be liable for the deductible amount of the Master Policy, provided, however, the Board may, in their sole discretion from time to time,

pay all or some portion of any deductible amount as a common expense.

- b. If the total amount of any loss is less than the deductible amount of the Master Policy, the Unit Owner(s) affected thereby shall be solely responsible for the cost to repair the damage. The Association will not be responsible for property damage to any Unit in cases where the total amount of the loss is less than the deductible, and no Unit Owner shall file a claim with the master insurance agent or insurance carrier in such case.

3. Claims Procedures.

No Unit Owner shall have the right to file a claim with the Association's insurance carrier or insurance agent under the Master Policy. All claims against the Master Policy must be filed by the Board as outlined below:

- a. Damage in excess of the deductible amount must be reported within 24 hours to the Board. Failure to report claims promptly may result in the claim being denied by the carrier and in such case the Association will have no responsibility for such claims. Unit Owners should also notify their insurance carrier at the same time.
- b. The Board will notify the Association's insurance agent or carrier of the loss. Should immediate repairs need to be made in order to insure the safety of any occupants of the Condominium, the Board will request approval for such repairs from the insurance carrier.
- c. The Board will instruct the affected Unit Owner to secure bids to repair the damage, which shall be submitted to the Board. If the bids are less than the deductible amount of the Master Policy, no claim will be filed under the Master Policy. In such case, the Unit Owner need not submit anything further to the Board and should file a claim with his or her own insurance agent or carrier under his or her HO-6 policy.
- d. During the damage assessment process, the Unit Owner shall cooperate with the Board and the Master Policy carrier's adjuster to insure that the scope of the repair or restoration work is agreed to by all parties prior to its commencement. This includes, but is not limited to, making the unit available for inspection, securing additional bids if requested by the adjuster, and promptly responding to any other reasonable requests made by the adjuster and/or Board. In no event will the Association be responsible for any delay in the processing or payment of any insurance claim.
- e. In the event of any dispute in the processing of a claim, the final approval of settlement costs shall be made by the Board and the Association's insurance carrier and the Unit Owner(s) must abide by their decision.
- f. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence the work. The Board shall have no obligation to perform or arrange for repairs to any Unit.

No insurance proceeds will be released to any Unit Owner to commence restoration or repair work until the Unit Owner signs and delivers to the Board a release of all claims in such form requested by the Board.

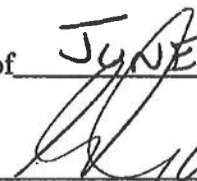

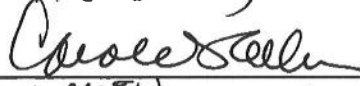

g. Subject to the Master Policy carrier's terms and conditions, final payment of insurance proceeds will be made when the Association's insurance adjuster has inspected and approved the work, the Board has received final payment from the insurance carrier, and the Unit Owner signs and delivers the requested release to the Board.

h. The Board shall have no obligation or responsibility to perform or cause to be performed repairs within any unit.

All other provisions of the Rules and Regulations shall remain in full force and effect.

Executed under seal this 22 day of JUNE, 2017.

BOARD OF (
MANAGERS OF THE
LOFTS AT WESTINGHOUSE
CONDOMINIUM ASSOCIATION

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 22 day of JUNE, 2017, before me, the undersigned notary public, personally appeared the above-named PAMELA KROSS, Manager(s) as aforesaid, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN TO ME to be the person whose name is signed to the foregoing document, and acknowledged to me that SHE signed it voluntarily for its intended purpose, as Manager(s) of said Association.



Notary Public

My Commission expires: SEPT 5, 2019

