



**WELCOME TO THE KENMORE TOWER:  
A RESIDENT'S GUIDE**

*Information you want, need and should know to make life at Kenmore Tower more enjoyable for you and all the other residents!!!*

*Updated May 30, 2013*

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We encourage you to read this welcome guide in detail to get the overall picture of life at The Kenmore Tower and then to use this Table of Contents to find specific topics.

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## **INTRODUCTION TO THE KENMORE TOWER**

The purpose of this *Welcome to The Kenmore Tower: A Resident's Guide* is to provide basic information to residents about The Kenmore Tower Corporation and living in the building.

### **1. INTRODUCTORY MEETING**

Before moving into the Building, a new resident meets with a member of the Board of Directors and a representative of the Management Company. The purpose of this meeting is to introduce the new resident to Kenmore Tower and to review the rules, regulations, insurance options, the fire alarm system, emergency exits, etc. and to answer any questions the new shareholder may have.

### **2. SETTING THE BUILDING IN CONTEXT**

#### **A. International Style**

Kenmore Tower was built in the International Style as designed by architect Edward Steffian. Other buildings in Boston built in the same style are the Law School at Boston University and Boston City Hall.

#### **History of the International Style**

The International Style, developed in the early 1920s, is a type of architecture that rejects classicism and is characterized instead by minimalism, simplicity, pure geometric forms, subtle proportional relationships, harmony among parts (organic unity) and elegant materials---according to one of its leading exponents, the architect Mies van der Rohe, who coined the phrase "less is more."

Some particular features of this architecture are slab walls with no molding or decoration, glass window walls and doors flush with the surface, flowing open spaces creating an open floor plan with a sense of lightness and all parts (furnishings included) organized to create an organic whole.

Henry Sayre, author of *A World of Art*, describes the following as a goal of the International Style: *to create a beauty so universal that it would inevitably appeal to all.*

The International style is a highly prized mid 20<sup>th</sup> century style, a classic since its inception. Using the International Style as the standard in Kenmore Tower will serve as a guide for all future renovations or upgrades to public spaces and for wise and appropriate decisions.

The International Style: ***Less is more***

- Minimalism
- Simplicity
- Pure geometric forms
- Subtle proportional relationships
- Harmony among parts
- Elegant materials.

### **3. WHAT IS A COOPERATIVE?**

Like a condominium, a housing cooperative is a legal concept that permits an individual to have ownership interest in one or more apartments in a multi-family apartment building. The primary difference between a condominium and a cooperative is that in a condominium, each apartment/title-holder owns his/her apartment as real estate. In a cooperative, all the real estate, that is, the apartment(s), garage spaces, commercial spaces and common areas, is owned by a cooperative corporation. The shareholder of a cooperative apartment purchases shares of capital stock of the corporation that owns the land and building in which the apartment(s) is (are) located. Ownership of the stock in the cooperative housing corporation entitles the shareholder to occupy or rent the given apartment(s).

At The Kenmore Tower, the apartment lease is called the Occupancy Agreement and has automatically renewable terms. The garage space and commercial space lease is also called the Occupancy Agreement. A Kenmore Tower purchaser/shareholder is also entitled to sublease (rent) garage spaces. The Commercial space is also a sub-leasee. A shareholder/owner at the Kenmore Tower may be referred to in other documents as a “tenant”. A shareholder has the right to vote annually to elect members of the Board of Directors who manage the affairs of the corporation and who monitor and oversee the operation of the building. All shareholders pay monthly cooperative common area maintenance fees calculated as a proportionate share of the total budget for the operation of the building. This payment includes the shareholder/owner’s portion/share of the maintenance costs of the building such as heat, air conditioning, repairs and management as well as the shareholder/owner’s share of the payments of the blanket mortgage and the real estate taxes on the building.

Shareholders are permitted to sublease their apartments and garage spaces (if any) to renters who are not stockholders in the Corporation, subject to certain restrictions set forth in the Occupancy Agreement, Articles of Organization and By-laws of the Kenmore Tower Corporation. Typically an interview of the potential renter is conducted by the Property Manager and a member of the Board of Directors.

#### **4. THE MANAGEMENT COMPANY<sup>1</sup>**

Thayer & Associates, Inc., (hereafter **Thayer**) is the current property management company of The Kenmore Tower cooperative. Thayer is responsible for the proper operation, repairs, and maintenance of the common areas and systems of the building. These responsibilities include arranging for trash removal, cleaning, landscaping, snow removal and other maintenance services determined by the Board of Directors. At this time<sup>2</sup> Fisher Financial Services of Brookline, MA manages the financial affairs of the property by collecting fees and assessments, paying bills, preparing monthly financial statements, annual budgets (in concert with Thayer), and any other appropriate tasks requested by the Board.

#### **5. GOVERNANCE**

##### **A. The Board of Directors**

The affairs of the corporation are governed by a board of directors composed of seven people who are shareholders of the Corporation. The Board of Directors has all the authority necessary for the administration of the affairs of the corporation and to engage in actions to maintain the building:

- (a) To accept or reject applications for membership in the cooperative;
- (b) To establish monthly carrying charges as provided for in the occupancy agreement, based on an operating budget adopted by the Board of Directors;
- (c) To engage an agent or employees for the management of the corporation's property under such terms as the Board of Directors may determine;
- (d) To terminate membership and occupancy rights for cause; and
- (e) To promulgate rules and regulations pertaining to the use and occupancy of the corporation's property, subject only to the limitations found in the Cooperative documents and the laws of the City of Boston and the Commonwealth of MA.

##### **B. Committees of the Board of Directors**

While only Shareholders can serve on the Finance Committee, all residents should know that their welfare is being considered by other residents who contribute time and energy to maintain the building. All committees are chaired by members of the Board and are advisory to the Board.

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<sup>1</sup> As of 2013, the Property Management Company for The Kenmore Tower is Thayer.

<sup>2</sup> As of 2013, Fisher Financial Services of Brookline (POB 120), MA is the financial manager.

#### **a. Finance Committee**

Formed in 2005, it is chaired by the Treasurer to oversee the budget and to plan funding for maintenance and capital projects for the building. It advises on borrowing, fees, etc. Only shareholders can serve on the Finance Committee.

#### **b. Design Committee**

Formed in October of 2003, its mission is to preserve the building's International Style and to improve the building to achieve a high quality healthy, safe, secure and aesthetic living environment. It started in 2000 as the Lobby Committee with a goal to upgrade the lobby and became the Design Committee in 2003 when it extended its mission to cover other areas of the building.

#### **c. Advocacy and Communications Committee**

Formed in May of 2011 as a successor to the Advocacy and Influence Committee, it oversees the communications vehicles for the building (bulletins, website, etc) and maintains open lines of communication and cooperation with the major players in Kenmore Square and the City of Boston

Charge to the Committees can be found in Appendix D.

#### **d. The following COMMUNICATIONS VEHICLES are available:**

**The Kenmore Tower Bulletin:** The Bulletin (usually published every month at the beginning of the month; example in Appendix L) is emailed to all residents (whose email has been submitted to THAYER) and posted on the website. Printed copies are posted in five locations around the building: the Concierge's Desk, the bulletin board near the mailroom, the laundry room and the two garage levels near the elevator doors.

**SPECIAL announcements are placed in front of apartment doors ONLY** in emergency situations such as water shut off and only as they apply to specific apartments. Also in an emergency, the Concierge will call residents.

**The Kenmore Tower Website.** The Kenmore Tower Website (See Appendix A) (<http://www.kenmoretower.net/>) has a public section and a section available only to shareholders. To view the private section, shareholders must subscribe. Directions can be found in on that page.

#### **Bulletin Boards:**

There are three bulletin boards:

- one is located near the mailroom which is locked
- one is located in the laundry room...the following rules apply if you wish to post any announcement:

- a. use a 3" X 5" index card (available from the Concierge)

- b. dated and removed when no longer viable and/or after 30 days
- c. printed in ink (preferably typed or word processed)
- one is the Announcement Holder on the Concierges' Desk

In addition the Bulletins are posted near the elevators on B1 and B2.

## **6. THE KENMORE TOWER CORPORATION RULES AND REGULATIONS**

Rules and Regulations are established to maintain a high quality of life in the building for health, safety, security, courtesy and aesthetics. All residents are expected to abide by them. Whenever an infraction occurs, the Board of Directors has the right to levy a fine to the shareholder and/or offender.

- a. Rules and Regulations (See Appendix B)
- b. Pool Plaza Rules (See Appendix C)

## **7. OTHER POLICIES AND FORMS**

### **a. Approved Contractor Policy, Authorization Forms and List**

Only vetted contractors **who demonstrate they have insurance** are allowed to perform work in the building in both the apartments and the common spaces.

To be vetted a Contractor must apply to the Property Management Company (See Appendix E).

The list of vetted Contractors is provided as a courtesy to residents and shareholders. KTC does not recommend contractors to owners and residents and takes no responsibility for their actions.

See Appendix F for the necessary forms to use when hiring a contractor.

### **b. Permission to Enter Apartment Form**

If you plan to allow someone to enter your apartment at any time you are not present, you must fill out the Permission to Enter Apartment Form and leave it with the Concierge (See Appendix G)

### **c. Mandatory Information Form from residents and shareholders (See Appendix H)**

These forms are required from all residents and shareholders and are designed for communication purposes whenever those are necessary. Information must be kept up to date.

## 8. RESIDENT CONCERN RESOLUTION PROCESS

To maintain a high quality of life at Kenmore Tower, we encourage residents to indicate any concerns they have. Here are the steps to follow:

1. If you have a concern about an event, action or behavior in/about the building, please contact the Concierge as soon as possible. He has a form to fill out which will be referred to the Property Manager immediately and/or as soon as feasible.
2. Alternately you may go to the website (<http://www.kenmoretower.net/>) and register your concern there. That goes directly to the office of the Property Manager.
3. If you do not receive a response by the **end of the next business day**, you may call the Property Manager directly.
4. If you do not get a response from the Property Manager by the **end of the next business day**, you may call or email a member of the Board. Board members can be reached through a link on the website. Please do **not** call any members of committees about general concerns.
5. Committee members are, however, open to discussions about topics under their charge: Design, Advocacy and Communication, and Finance.

It is in everyone's best interest to resolve matters as close to the source of the issue as possible and with as few phone calls/emails as possible.

## 9. MOVING INTO OR OUT OF THE BUILDING/DELIVERIES

In order to minimize inconvenience to current residents and to assist new residents moving into and out of the building, moving and deliveries are restricted to between the hours of **8:30 AM and 5:00 PM, Monday through Friday**, (holidays excepted) thus avoiding peak daytime hours. If moving extends beyond the allowable time limits, a fine may be imposed.<sup>3</sup>

A refundable fee is required before the activity, given to the Concierge, and returned once there has been a determination that no damage occurred.<sup>4</sup> In addition, a similar security deposit is now required for large/major deliveries or removals.

The Property Manager can approve exceptions to this rule in the event that a furniture delivery cannot be scheduled within the stated move in/out hours or for any other reasonable cause.

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<sup>3</sup> As of 2013 the fine is \$750.

<sup>4</sup> As of 2013 it was \$200.

## 10. PAYMENT RESPONSIBILITIES AND OPTIONS

Fisher Financial sends the invoices for payment of the monthly Cooperative fees and any special assessments as a reminder to shareholders of their responsibility for payment of the fees, usually around the 20<sup>th</sup> of the month prior to the due date. **However, shareholders are responsible for the payment of all fees as set forth in the Occupancy agreement, regardless of whether or not they receive an invoice. A shareholder who does not receive an invoice should immediately notify Fisher Financial.**

- Credit card payments are NOT accepted for payment of the Cooperative fees, assessments and any amount in arrears.
- Shareholders may sign up for ACH (Automatic Clearing House) ACH will deduct any and all payments due (cooperative fee, assessment and any amount in arrears). ACH payments are deducted on the third business day of the month.

## 11. APARTMENTS AND COMMON AREAS... MAINTENANCE AND INSURANCE RESPONSIBILITIES

- a. Shareholders are responsible for any work necessary and/or performed in their apartments.
- b. The Kenmore Tower is responsible for any work necessary and/or performed in the common areas. The Building Superintendent is **responsible only for work required** and/or performed in the **common areas**.
- c. The Kenmore Tower's master insurance policy on the building covers only from the walls out (not carpeting, hardwood floors, contents, appliances—just the shell) none of the contents of the apartments. This is standard coverage typical of commercial and residential insurance.

All shareholders and residents should consult their insurance agents for their insurance protection. Kenmore Tower recommends that tenants obtain a renter's insurance policy (also known as contents coverage). Such a policy will cover personal belongings in the event of a loss which is not covered by the Shareholder's homeowner's insurance policy.

## 12. DAY-TO-DAY LIVING/OPERATIONS

### a. Meet The Kenmore Tower staff

Concierges  
Property Management Company/Manager  
Janitorial Services Provider  
Building Superintendent

## THE CONCIERGES

The Concierges Schedule is posted in the Bulletin Board when any changes occur

Typically there are three shifts	7:00 AM -3:00 PM
	3:00 PM to 11 PM
	11:00 PM to 7:00 AM

Concierges have the following duties:

- Greet all residents and guests as they enter the premises, and assist them as necessary
- Monitor cameras and control visitor access.
- Notify appropriate people in the event of an emergency or accident
- Accept packages and deliveries and hold them in the Package Room in the lobby; notify residents. If items are perishable they need to be picked as soon as possible.
- Monitor the enforcement of the appropriate and related Rules and Regulations of The Kenmore Tower Cooperative.
- Inspect and perform tours of pool and pool area
- Prevent congregating in the lobby area causing undue commotion.
- Answer the desk telephone and direct calls to the appropriate individual(s)
- Police and clean accidental spills in lobby and front entry.
- If snow and or ice accumulates on the front steps, apply ice melt as needed and take other necessary action to eliminate unsafe conditions...
- Hold laundry in the lobby Package Room for pickup and delivery for residents
- Respond to complaints of loud or boisterous activities coming from a neighboring apartment.
- Discourage residents, vendors, other employees, friends, etc. from congregating around the desk or in the lobby area.
- Enforces the non-smoking regulations in front of the building or in the public areas of the building.
- The Concierge does NOT have the authority to allow anyone to park in anyone else's garage space.
- The Concierge is NOT allowed to show apartments for rent for sale.

- The Concierges are forbidden from discussing residents' or other employees' business or personal situations.
- The Concierges are expressly prohibited from directly or indirectly becoming involved with any apartment sales or rentals. In addition, the Concierge is prohibited from steering any prospective tenant, buyer, or seller of a apartment to a realtor or other agent.
- The Concierges are forbidden from accepting gifts or referral fees from any vendor performing services to the Kenmore Tower Corporation or shareholder.
- The Concierges are required to maintain all logs as set forth in the job description provided by the property management company, either in written or digital format.
- The Concierges are forbidden from sending email or calling shareholders and/or tenants regarding KTC related matters unless the property manager and/or the president of the Board gives prior approval and in notified/copied.

#### **DUTIES OF PROPERTY MANAGEMENT COMPANY/MANAGER:**

- Provide advice to the Board of Directors, attend Board of Directors Meetings and Annual Shareholder Meeting and prepare material for Board consideration such as the agenda; can be asked to attend Committees of the Board meetings
- Oversee Director Elections
- Maintain comprehensive administrative records in conjunction with the operation of the Corporation
- Provides job descriptions for all staff members assigned to KTC and update as appropriate
- Maintain a list of current shareholders, tenants and directors
- Record changes as appropriate in connection with all transfers of ownership and changes of tenancy.
- Contract for such services, supplies and materials in excess of \$1,000 including but not limited to electricity, gas, water and sewer, vermin extermination, snow plowing, and other necessary services
- Assist the Corporation in acquiring goods and services by participating in the development of bid specifications, solicitation of bids, qualification of vendors or

contractors, comparing bids, making recommendations to the Directors, negotiating terms of agreements with vendors or contractors

- Supervise the performance of Projects, Renovations, Reconstruction or Improvements for which additional compensation may be required
- Obtain written bids from three contractors for each kind of goods, materials and services to be supplied to the Corporation in excess of \$5,000
- Maintain insurance mandated by the By-Laws and other forms of insurance as requested by the Directors
- Assist the Directors in preparing an operating and capital budget for each year which complies with the requirements of the Corporation and/or its By-Laws
- Work with the Financial Services Company to ensure that fees are collected and that bills and salaries are paid regularly and punctually
- Oversee the maintenance of the common areas to standards acceptable to the Directors and in accordance with the corporate documents, e.g. elevator maintenance, painting, roofing, interior and exterior cleaning, maintenance and repair work.
- Consult with the Directors for all repairs/improvements, highlighting cases deemed as emergencies.
- Maintain a 24-hour seven-day a week emergency answering service.
- Provide and support a Web site for the utilization of the Corporation and shareholders and for residents, as appropriate, for communication and information purposes
- Provide to the Board of Directors, on August of each year, a performance evaluation with hourly pay and bonus recommendations for all employees assigned to Kenmore Tower.

#### **DUTIES OF THE JANITORIAL SERVICE PROVIDER:**

- **BUILDING EXTERIOR—cleaning and policing**  
the front steps, back sidewalks and gutters, entrance/exit area,  
putting out trash, removing and remove weeds and trash from area  
Cleaning front exterior entrance door glass
- **VESTIBULE** Clean entrance door glass, the intercom directory glass and stainless steel and Vacuum carpet

- **LOBBY**

Wet Mop floor, Vacuum area carpet and floor runners, stairwell to mezzanine  
Dust stairway to mezzanine with wood polish

- **FIRST FLOOR ELEVATOR AREA AND MAILROOM**

Wet Mop Floor, Vacuum floor carpet runners, Clean Mirror and Console Table, Clean elevator button area. Remove junk mail and fliers from mail area, Empty trash can

- **LAUNDRY ROOM**

Clean laundry and vending machines with glass cleaner, Clean laundry room table  
Empty Trash, Clean bathroom, Wet Mop Floor

- **BACK HALLWAY (Outside Laundry Room)**

Wet Mop floor, Wipe down cove base

- **ELEVATOR CABS**

Clean walls, stainless button station, inside door, Vacuum carpet

- **MEZZANINE LEVEL**

Clean pool entrance doors and back windows, Wet Mop Floor, Clean exterior elevator door and elevator buttons

- **HALLWAYS**

Vacuum carpet, Spot clean carpet as needed, Clean wall marks, Clean exterior trash room and electrical room doors, Clean fire exit doors

- **TRASH ROOMS ON FLOORS 3-PH**

Empty hall trash

Sweep floor

Mop Floor if needed daily, but mandatory once a week

- **TRASH ROOM GARAGE – TRASH COLLECTION**

Pull trash from garbage/trash room to street for pick-up

Sweep & wash out trash room floor

Sweep sidewalk after trash pickup and wash down if necessary

## **DUTIES OF THE BUILDING SUPERINTENDENT**

- **Working hours: every weekday from 7:00 AM to 3:00 PM but is on call at all times 24 hours/day including evenings, weekends, and holidays. These hours are considered somewhat to accommodate seasonal services such as snow removal, scheduled meetings and any other reasonable activity that occurs outside those hours.**

- **Responsibilities**

**Maintain the common areas and systems of the building: all mechanical systems i.e. the heating and air conditioning plant including maintenance of all apartment ventilation fans, thermostats and radiators, the hot water heaters, emergency generator, fire detection system, including detectors, panels and hoses, sprinkler system, lighting**

**fixtures including emergency lighting; surveillance cameras, the master TV antenna, building's TV equipment, the trash compactor, the elevators, pool equipment, the garage doors, windows and sliders and screens, etc.**

All hallways, corridors and stairways, the roof, basement storage room, laundry room, garage and exterior parking areas, exterior walls of the building including all bricks and mortar

All common doors vestibules and exits. Checks all daily.

All light fixtures including exit signs in all the hallways, laundry room, garage, exterior parking and pool plaza

**Supervise all contractors working in all common areas of the building and/or areas or systems which are the responsibility of KTC.**

**Schedule preventive maintenance for all equipment covered by a preventive maintenance contract**

Order, purchase and install all light bulbs where and when needed; replace light fixtures where and when needed; remove and replace ballast where and when needed; repair or replace light switches, timers, outlets, photocells, etc.

Reset timers according to the season

**With the prior consent of the Property Manager, hire any contractors, including electrical and plumbing, for any repair/improvement which the superintendent feels is above and beyond his/her scope of duty or knowledge.**

Remove all snow within three (3) hours of snowfall as required by law (Sidewalks and driveway only). **Order, purchase and maintain a steady inventory of salt, sand and to apply the same when and where needed**

**Replace HVAC filters twice a year and conduct a visual inspection for faucet and toilet leaks and overloaded electrical extension cords.**

Maintains a log of work orders with separate sections for those approved and those pending approval. Makes this information available to the property manager, president and treasurer of the board when requested.

**Ensures that contractors working anywhere in the building have the appropriate insurance and permit**

The Superintendent is NOT allowed to show apartments for rent for sale.  
The Superintendent is forbidden to discuss residents' or other employees' business or personal situations.

The Superintendent is expressly prohibited from directly or indirectly becoming involved with any apartment sales or rentals. In addition, the Concierge is prohibited from steering any prospective tenant, buyer, or seller of a apartment to a realtor or other agent.

The Superintendent is forbidden from accepting gifts or referral fees from any vendor performing services to the Kenmore Tower Corporation or shareholder.

The Superintendent is not allowed to perform or coordinate any work required inside an apartment except in cases of emergency. Apartment air conditioning unit including thermostat repair or replacement, radiators if any and the windows and sliders, including screens, repairs to balconies if needed are the exception.

He/she is only responsible for work required in common areas of the building.

The Superintendent is forbidden from sending email or calling shareholders and/or tenants regarding KTC related matters unless the property manager and/or the president of the Board gives prior approval and in notified/copied.

Remove graffiti from the building as needed

Maintain all balconies as needed (e.g. filling cracks, caulking seems etc.)

Supervise the cleaning of the common areas of the building, and when needed assisting the janitorial contractor in his/her duties.

Patch and plug holes to the exterior of the building or to the interior common areas and to bait the same as needed; fill in any holes in the garden areas

Accompany the exterminator through the apartments on an "as needed" basis; caulk all seems and cracks throughout the building

Perform daily inspections and testing of all entrances and exits including all doors, door jams, garage doors, locks and door closing mechanisms; contact the appropriate sub-contractor in the event that the same is malfunctioning

Perform daily inspections of the building and grounds to include walking all common areas and making a list of needed repairs; prioritize said list and to complete the needed tasks in an organized and efficient manner

Test pool water during the pool operation season.

Paint and repaint when directed and where needed. **Maintain an annual schedule of regular hallway painting.**

Meet with various different utility companies as needed (i.e. to read meters etc.)

Supervise all contractors and maintain a list of vetted contractors; follow up on preset preventive maintenance schedules as outlined by the various contracts; purchase needed

stock and equipment and maintain a sufficient inventory of the same (i.e. light bulbs, salt, sand, washers etc.)

With the exception of an emergency situation, maintenance requests can only come from The Board, the Property Manager and the Concierges' reports; apartment owners are not free to make requests directly to the Superintendent. The Superintendent must inform that individual to contact the property management company or The Board.

NB. The Building Manager's duties are confined to the common areas of the building unless otherwise directed by the Property Manager and/or the Board of Director.

### ***OTHER IMPORTANT ROUTINE ISSUES***

#### **a. Access to the building**

All residents are required to have their own individual electronic access card / key fob to enter the building in the event the concierge is not at the desk.

If you do not have an access card or key fob, immediately contact the Property Manager.

#### **b. Building carpet care**

If you **spill** anything on the **BUILDING CARPETS** (hallways and elevators), please notify the concierge immediately to prevent staining. If you know what type of stain it is, inform the concierge. Do not try to clean up the stain yourself.

#### **c. Emergency/evacuation/ fire alarm** (See Appendix J)

We live in unpredictable times and an evolving world. We need to be as prepared as possible for unexpected challenges and potential threats. The Board of Directors has determined that it is prudent to outline a plan for the building but points out that ultimately each person has the responsibility for his/her own response to an emergency.

**Fire alarm:** Please exit your apartment and the building immediately when the fire alarm sounds unless previously notified of a test of the system.

#### **d. HVAC System Description**

Updated in 2006, this system is in constant use and monitored. There is a set point temperature and time at which the HVAC system switches from cooling to heating.

See Appendix K for directions

#### **e. Laundry Room**

Please use caution when bringing items to and from the laundry room. Dripping bleach damages the carpet and requires replacement. Please see Appendix J for etiquette in the laundry room.

#### **f. Luggage cart**

The building has one luggage cart available for the use of residents, stored in the Package Room in the Lobby. The use of the **Luggage Cart** requires a sign out so that it can be located quickly. The cart is not to leave the building or be used for moving. The cart

cannot sustain overweight objects (**weight limit is 800 lbs**) because it is designed for hotel use.

**g. Package delivery**

Unless you are on vacation and have notified the concierge of that, **you must pick up your packages within 48 hours of notification** or they will be returned. Items have perished and others have gotten in the way of new deliveries.

#### **h. Personal possessions in public spaces**

Please do NOT LEAVE **personal possessions** (umbrellas, boots) outside your door in the corridor or the back stairwells. These are fire safety regulations.

Personal property, such as a box, bicycle, furniture, a cart may **NOT be STORED** in your parking/garage space.

**THERE IS NO COMMON STORAGE SPACE IN THE BUILDING.**

#### **i. Trash disposal**

Please make sure all trash is bagged and secured, in sturdy two-ply bags and use the big bin for placement. Unpleasant odors can permeate the hallways and adjacent apartments. Leaky trash has stained the carpet and required extra cleaning at an additional expense to the building. There is an escalating penalty<sup>5</sup>. Trash room rules are posted on every floor.

**Recycling...**The building is now following Boston regulations to recycle. Please note there is a receptacle for paper (small blue square container) and one for and cans bottles (tall narrow container) in each trash room. **Please be sure to wash out bottles and cans and break down all cardboard boxes. Bagged garbage goes into the large blue rolling containers.**

The disposal of furniture and large electronic items (**TELEVISIONS, COMPUTERS and FURNITURE**) is the responsibility of the resident. Do not leave such large items in the trash rooms or downstairs in the garage or anywhere in the building. These items must be placed in the container near the exit door of the garage.

#### **j. Visitor/Guest sign in**

All guest/visitors are required to sign in at the front desk, even if they are frequent guest/visitors to your apartment. **NO EXCEPTIONS.** Please let your guests know that so they are not surprised by the concierge's request and the concierge can call the apartment to announce their arrival.

As a courtesy, please give the Concierge a list of your guests if you are having a party. Guests still have to sign in and a call from the Concierge must be made to the host apartment to announce visitors. There is a fine of \$100 if the Concierge has to go to the apartment and/or the police gets involved.

**I. If you plan to be away from the building for more than two days** please notify the Concierge in writing and include any permissions to enter your apartment while you are away.

### **13. MEETINGS AND GATHERINGS**

#### **a. Annual Shareholders meeting**

This meeting typically takes place on the second Monday of May. The date may be

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<sup>5</sup> As of 2013 the penalty starts at \$100 for the first violation. Each subsequent violation is penalized by adding \$50 to the previous fine.

changed if there is a valid reason such as a home Red Sox game. This meeting is open only to individuals whose names are on the occupancy agreement.

**b. Pool party**

Typically a pool party is held in the summer time to bring residents together to socialize.

**c. Informal Town Meeting**

A recent addition to the work of the Board of Directors, this meeting held in February allows residents to catch up on recent news before the formal Annual Shareholders' meeting.

**d. Other Meetings**

If the Board deems it appropriate and useful, other meeting may be scheduled.

**14. TV/ DISH NETWORK INFORMATION<sup>6</sup>**

The building is served by the Dish Network and the basic service is free to all residents. Services above the base can be purchased directly from Dish from their Kenmore Tower fee schedule. The channel lineup is available for each apartment from Dish.

See Appendix L.

The following Internet providers are available at The Kenmore Tower: Verizon, and Comcast. However: the only way residents can use Comcast as an internet provider is if they have Comcast as a provider for television service.

**The Vestibule Channel** allows residents to see who is entering and leaving the building. To access the vestibule channel, residents must use their television remotes (not their Comcast remotes) to change the television channel. The Vestibule Channel is located on channel 3.

**15. PARKING**

The Kenmore Tower Parking policy is designed to ensure that all parking space users are afforded the full and proper use of their spaces while assuring the inviolability of other parking space users as well as the integrity of and access to common spaces. (See Appendix M)

The Appendices begin on the next page.

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<sup>6</sup> This is the case as of 2013  
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## APPENDIX A: ACCESS TO THE KENMORE TOWER WEBSITE

You can log in directly to the Kenmore Tower website at either of the two following addresses: <http://www.KenmoreTower.net> and <http://www.KenmoreTower.info>

There is a section specifically for: ***Minutes of Board Meetings, Co-op Documents, Owner Manual, Rules & Regulations***. Announcements can be found in their own tab. The Classifieds tab covers items for sale by residents, such as apartments and parking spaces. If you need help accessing the website, please ask for directions from the Concierge.

**THE KENMORE TOWER CORPORATION RULES AND REGULATIONS**

1. **NO OBSTRUCTION OF COMMON AREAS.** Residents shall not obstruct nor shall they be inconvenienced by any obstruction of common areas and facilities, except that Residents may store personal items in any assigned storage areas, or except as the Board may, in specific instances, expressly permit. **[Violation: \$100.00 fine paid by the resident or shareholder]**<sup>7</sup>
2. **EFFECT ON INSURANCE.** No Resident shall use his or her apartment in such fashion as to result in the cancellation of insurance maintained by the Board on the Cooperative's building or in any increase in the cost of such insurance. Uses resulting in increased premiums may be made by specific arrangement with the Board, providing the payment of such increased insurance costs shall be made by the resident or shareholder concerned. **[Violation: \$100.00 fine paid by the resident or shareholder]**
3. **APARTMENT ENTRANCES:** Modification of apartment entrances in the hallway is NOT allowed. Doormats and scatter rugs may NOT be placed in the hallways outside tenant doors. No decoration or device of any kind is allowed on the outside of apartment doors or on walls contiguous with doorway. **[Violation: \$100.00 fine paid by the resident or shareholder]**
4. **PETS.** The Board may require that a resident NOT have a pet as determined by the Board in its sole judgment if the Board decides that said pet interferes with the rights of other residents. Pets must either be carried or be placed on a leash while in common areas of the building. Residents who are not shareholders are not allowed to have pets in their apartments. **[Violation: \$100.00 fine paid by the resident or shareholder and the pet must be removed from the premises]**
5. **RADIOS, STEREOS, MUSICAL INSTRUMENTS and LOUD NOISES MADE by PEOPLE.** The loudness of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11:00 P.M. and shall, at all times, be kept at a sound level which will NOT annoy the occupants of neighboring apartments. **[Violation: \$100.00 fine paid by the resident or shareholder if the Concierge is involved by having to go to the apartment after a phone call does not produce appropriate results or the Police is called]**
6. **LAUNDRY, DRAPES.** No one shall hang laundry, rugs, drapes and the like out of an apartment or from or on the balcony. No one shall use, on windows or patio glass, any window treatment NOT properly installed or NOT designed specifically for the window. **[Violation: \$100.00 fine paid by the resident or shareholder]**
7. **TRANSIENT RENTAL** Units may not be rented for transient purposes **(less than one (1) year)**. **[Violation: \$100.00 fine paid by the resident or shareholder]**

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<sup>7</sup> All fines listed in this section are current as of 2013

8. **RENTAL AND FOR SALE SIGNS** may not displayed in the windows of apartments or placed on balconies of apartments. Nor shall realtors or others place for rent or for sale signs in front of the building.

9 **ABUSE OF MECHANICAL SYSTEM.** The Board may charge a Resident for any damage or misuse to the mechanical, electrical or other service system of the building caused by such Resident. **[Violation: \$100.00 minimum charge paid by the resident or shareholder]**

10. **UNACCEPTABLE/DANGEROUS ACTIVITY.** No offensive activity or activity that has dangerous consequences shall be carried on in any apartment, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, nuisance or danger to other Residents.. **[Violation: \$100.00 fine paid by the resident or shareholder]**

11. **BALCONIES.** Balconies shall be kept in an orderly fashion at all times. Objects shall not be placed on or hung from the balcony railings or in any other manner placed such that there would be reasonable risk of the object falling from the balcony. Gas and charcoal grills may NOT be used on balconies per order of the fire department of City of Boston. **[Violation: \$100.00 fine paid by the resident or shareholder]**

12. **MOVING.** Moving in and out of the building is restricted to between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, (holidays excepted). and must be scheduled in advance with the Concierge at the front desk. The Property Manager can approve exceptions to this Rule. **A refundable security deposit<sup>8</sup> must also be paid in advance.** Residents moving into or out of the building during an unauthorized time will be assessed a fine. **[Violation: \$750.00 fine paid by the resident or shareholder]**

13. **DELIVERIES** All major (e.g., furniture and appliance) deliveries to the building must be scheduled in advance with the Concierge at the front desk. Deliveries can only occur between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, (holidays excepted). **[Violation: \$750.00 fine paid by the resident or shareholder]** . The Property Manager can approve exceptions to this Rule. **A refundable security deposit<sup>9</sup> must also be paid in advance**

14. **CONSTRUCTION.** No Resident or Shareholder shall cause or permit construction work to proceed on an apartment except between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, (holidays excepted). Any structural, electrical, HVAC, or plumbing alterations to apartments require the approval of the Property Manager in advance. The work MUST be performed by workers who are adequately insured, licensed in Boston and on The Kenmore Tower Preferred Vendor List maintained by the Property Manager or otherwise approved by the Property Manager. Any liability for damage to the building due to the work performed is borne by the Shareholder. The Board may require,

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<sup>8</sup> As of 2013 it was \$200.00

<sup>9</sup> As of 2013 it was \$200.00

at its discretion, the removal of unauthorized or inadequate work. **[Violation: \$350.00 fine paid by the shareholder]**

15. **LOCKOUTS.** Residents who lock themselves out of their Apartments will be charged a fee<sup>10</sup> for the service of unlocking apartments. Such service may be denied if Management Company personnel with access to the master key are NOT then available. Note that concierges do not have access to the master key.

Replacement of keys requires a fee be paid up front.<sup>11</sup>

16. **APARTMENT SHOWING.** Shareholders are not allowed to ask the Property Manager, the Superintendent and the concierges to show apartments to a prospective renter or buyer. **[Violation: \$100.00 fine by the shareholder]**

17. **SMOKING.** Smoking (of cigarettes, pipes, cigars, etc.) is **PROHIBITED in all public areas** of the building including the garage, halls, elevators, laundry room and pool area. The one exception is a designated smoking area at the east end of the pool patio. **[Violation: \$100.00 fine by the offender and/or guest]**

18. **PARKING.** Parking a vehicle in a garage parking space owned by or leased by another Resident without receiving prior permission is not permitted. In addition, Parking Spaces are for motor vehicles only and are not to be used for storage of any kind. **[Violation: \$50.00 fine for each infraction; in addition to any towing and auto storage charges will be borne by the offender.]**

19. **ROLLERBLADES.** Rollerblades and Skateboards are NOT Allowed in building hallways or common areas. **[Violation: \$100.00 fine paid by offender]**

20. **GARAGE ENTRANCE AND EXIT:** Residents shall comply with posted ENTRANCE and EXIT signs in the garage. **[Violation: \$100.00 fine paid offender]**

21. **TRASH DISPOSAL:** Residents shall comply with the Trash Room rules which are posted on each floor. **[Violation: starting at \$100 for the first violation. Each subsequent violation is penalized by adding \$50 to the previous fine to be paid by the resident or shareholder]**

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<sup>10</sup> As of 2013 the fees were **\$10.00 between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday; and \$100.00 during other hours.**

<sup>11</sup> As of 2013, the cost was **\$25.**

**POOL AND JACUZZI RULES**

1.     **POOL HOURS.** The pool is open from 10:00 A.M. until 10:30 P.M. daily or as otherwise posted. The door to the pool area will be closed and alarmed, and entry is strictly prohibited at all other times. **[Violation: \$50.00 fine by offender]**
2.     **ENTERTAINMENT.** Radios, cassette players, compact disc players, TV's, etc. may be played only through headphones. **[Violation: \$50.00 fine paid by offender]**
3.     **CELL PHONES** should only be used only with consideration of people trying to relax, read, and sleep at the pool. Keep cell phone use to a "quiet" minimum.
4.     **GUESTS.** The Resident of a apartment may bring into the pool area a maximum of two guests at any one time. Unescorted guests will NOT be allowed into the pool area at any time. **[Violation: \$50.00 fine paid by offender]**
5.     **GLASS.** Glasses, glass containers and breakable glass objects of any kind will NOT be allowed in the pool area. Food, beverage containers, and associated wrappers MUST be disposed of in the barrels provided. **[Violation: \$50.00 fine by offender]**
6.     **SHOWERS.** A warm water shower is provided. Residents and Guests are required to shower prior to entering the pool or Jacuzzi. **[Violation: \$50.00 fine by offender]**
7.     **SMOKING.** Smoking in the pool area is limited to the posted area. Smokers MUST use the disposal of smoking materials containers. **[Violation: \$50.00 fine by offender]**
8.     **DIVING.** DIVING is NOT permitted. **[Violation: \$50.00 fine by offender]**
9.     **PETS.** Pets are NOT allowed in the pool area at any time. **[Violation: \$50.00 fine by offender]**

## **Appendix D Charge to the Advisory Committees of the Board of Directors**

The Kenmore Tower Corporation Board of Directors convenes committees to provide advice and recommendations.

### **1. Finance Committee**

The Finance Committee is an advisory group counseling the elected Board of Directors on financial matters so they can represent the shareholders of the Corporation in protecting their best interests.

#### **Charge:**

To advise the Board of Directors on issues bearing on financial matters of the Corporation, including but not limited to:

- aiding in the development of all budgets
- reviewing all budgets with subsequent recommendations to the Board
- reviewing allocation of funds
- reviewing financial controls
- forecasting future project finances

#### **Composition:**

1. Volunteer members who are shareholders
2. Chaired by the Treasurer of the Board

#### **Responsibilities**

1. The Committee will review all financial documents available to the Board of Directors, consistent with owner confidentiality.
2. The Treasurer will report to the Board immediately after every Finance Committee meeting and/or at every Board meeting to ensure proper communication and understanding of current financial issues.
3. The Treasurer will report back to the Committee any pertinent votes taken by the Board. If the Committee's recommendations are not accepted, he/she will provide the rationale.
4. The Finance Committee may call upon the volunteer talents of KT owners and residents.

5. The Committee may request from the Board access to consultation from outside sources.

Approved by the Board, November 22, 2010

## **2. Advocacy and Communications Committee (ACC)**

Formed in May of 2011 as a successor to the Advocacy Committee, it has the following charge:

- Oversee the communications vehicles for the building (bulletins, web site, etc)
- Maintain open lines of communication and cooperation with the major players in Kenmore Square.
- Meet with other associations, groups, Task Forces concerned with the development and upkeep of Kenmore Square.
- Meet with legislators/government officials (e, g. Mayor's Task Force) on a regular basis and report back to the Board.
- Develop positions to be approved by the Board.
- Develop plans/campaigns of action with specific assignments for the various groups and individuals for approval by the Board.
- Inform the shareholders/residents to get support for proposed/approved actions. Any action which represents the official position of KT requires prior Board approval.
- Organize and oversee the two informal "annual meetings" i.e., Where Your Money Goes, and the Informal Town Meeting.

## **3. Design Committee**

The Design Committee recommends actions that:

- Maintain original International style
- Are of reasonable costs
- Maintain a safe & healthy environment in the building and environs and
- Provides design advice to the Board on major projects in the building

## APPENDIX E

### The Kenmore Tower Contractor Policy

1. Any shareholder who is having work performed inside of his or her apartment by an independent contractor must provide the Management Company with advance notice. If no notice is received, the contractor will be turned away.
2. The shareholder must also provide current proof of the contractor's liability and, if applicable, workmen's compensation insurance, through a certificate of insurance. The certificate of insurance must name Kenmore Tower Corporation and Thayer & Associates, Inc. as certificate holder<sup>12</sup>. Liability insurance coverage must be \$1,000,000.00 or higher.

**This certificate must be received prior to the contractor's beginning any work at Kenmore Tower.**

3. In accordance with Article 12 of The Kenmore Tower Occupancy Agreement, the shareholder must ask the Board of Directors for written consent when making any structural alterations in the apartment or in the water, gas, or electrical conduits, plumbing or other fixtures connected therewith. The shareholder will be required to remove any additions, improvements or fixtures from the apartment not approved by the Board of Directors.

In an effort to minimize any inconvenience and to create a standard, we have developed the Kenmore Tower Contractor Authorization Form, which is attached. By completing this form properly, the shareholder indicates adherence to the attached policy. Extra copies of this form may be obtained at the Concierge Desk.

Revised 12-15-08

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<sup>12</sup>This means that Kenmore Tower & Thayer are named additionally as insured on the policies.

**APPENDIX F THE KENMORE TOWER Contractor's Authorization Form**

**Shareholder's Name**\_\_\_\_\_

Apartment #\_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone\_\_\_\_\_ Work Phone\_\_\_\_\_

**Contractor Name**\_\_\_\_\_

Address\_\_\_\_\_ Cell

Phone\_\_\_\_\_ Work Phone\_\_\_\_\_

**Description of Work to be Performed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Work Start Date**\_\_\_\_\_ **Work Completion Date**\_\_\_\_\_

**Insurance Certificate Received:** \_\_\_\_\_YES \_\_\_\_\_NO **Proof of Liability Insurance:**

\_\_\_\_\_YES\_\_\_\_\_NO **Expiration Date**\_\_\_\_\_

**\*Amount of Liability Insurance \$1,000,000** \_\_\_\_\_YES \_\_\_\_\_NO

**(Required to work in Kenmore Tower)**

**Proof of Workman' Comp Insurance:** \_\_\_\_\_YES \_\_\_\_\_NO **Expiration Date**\_\_\_\_\_

**Received by**\_\_\_\_\_ **Date**\_\_\_\_\_

**Approved by**\_\_\_\_\_ **Date** \_\_\_\_\_

**Not approved by** \_\_\_\_\_ **Date**\_\_\_\_\_

## APPENDIX G

### THE KENMORE TOWER PERMISSION TO ENTER APARTMENT FORM

I, \_\_\_\_\_ Owner/Resident of Apartment # \_\_\_\_\_ Print Name  
give my permission to \_\_\_\_\_ Print Name/ Affiliation  
to enter the above apartment on \_\_\_\_\_ while I am not at home.

- The above-mentioned person(s) **do/ do not** have a key to my apartment. (Circle One)
- The above-mentioned person(s) **may/may not** be given a key to my apartment by the concierge or the building superintendent. (Circle One)
- The above-mentioned person(s) **do/do not** have permission to park in my parking space #(s) in the garage. (Circle One)

Vehicle make, model/registration \_\_\_\_\_

**I assume all risk of any damage or loss to the apartment and/or the garage and/or contents therein while the above party is in the apartment, and hereby release Kenmore Tower Corporation and Thayer & Associates, Inc., AMO<sup>®</sup>, from any, and all liability incurred.**

ADDITIONAL COMMENTS

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Revised 12-23-08

## APPENDIX H

### MANDATORY INFORMATION REQUEST FORM

(For Thayer use only)

Please fax back to 617-354-7854: or mail back Thayer & Associates  
1812 Massachusetts Avenue, Cambridge, Massachusetts 02140

(Please Print)

OWNER(S) NAME: \_\_\_\_\_

ADDRESS/APARTMENT \_\_\_\_\_ NO. \_\_\_\_\_ of \_\_\_\_\_ apartment  
\_\_\_\_\_/\_\_\_\_\_

OWNER(S) CURRENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PARKING SPOT IN USE: \_\_\_\_\_

PLATE NUMBER: \_\_\_\_\_

MODEL/COLOR OF CAR: \_\_\_\_\_

OWNER(S) HOME PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_

OWNER(S) WORK PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_

OWNER(S) CELL PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_

OWNER(S) E-MAIL \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

#### IF YOU RENT YOUR APARTMENT PLEASE FILL OUT THE INFORMATION BELOW

NAME(S) OF TENANT(S): (1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

TENANT(S)' PHONE NUMBER : ( ) \_\_\_\_\_ - \_\_\_\_\_ (Home)

( ) \_\_\_\_\_ - \_\_\_\_\_ (Work)

MOVE IN DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

#### IF THERE IS A MORTGAGE ON YOUR APARTMENT, PLEASE FILL OUT THE INFORMATION BELOW:

First mortgage (Lender) \_\_\_\_\_

Lender's address: \_\_\_\_\_

Loan No. \_\_\_\_\_

Lender's Telephone No. and contact name: \_\_\_\_\_

If you have more than one mortgage, please provide the same information on the back of this form.

## APPENDIX J

### THE KEMORE TOWER EMERGENCY PLAN

To Shareholders and all Residents of Kenmore Tower,

We live in unpredictable times and an evolving world. We need to be as prepared as possible for unexpected challenges and potential threats.

The Board of Directors has determined that it is prudent to outline a plan for the building but points out that ultimately each person has his or her own responsibility to follow suitable and reasonable steps.

Check out this websites for suggestions: <http://72hours.org/evacuation.html>

In addition, the City of Boston <http://www.cityofboston.gov/emergencyguide/> has developed a Emergency Response Guide for Boston residents you might like to review.

Some general reminders for safety in an emergency in Kenmore Tower:

Do not use the elevators in a declared emergency. Use the stairwells at each end of the building. Signs on the mezzanine level will lead you out to the pool deck which then leads to the street, or you may use the stairs on the mezzanine which lead you to the lobby and out of the building.

When you leave your apartment, close and lock the door to your apartment.

If you are in the garage, use the stairs to the lobby or to Beacon Street. There are signs near the elevators pointing to the stairs.

The garage doors between the top and the next levels as well as to the street are opened automatically whenever there is a power failure. They also can be opened manually by the Concierge and/or the Building Superintendent.

If you see fire or smoke in the hallway, move to the staircase at the opposite end of the hallway or if that is not safe, close the apartment door and step out on the balcony.

Other critical information:

#### 1. BOARD OF DIRECTORS/Spokesperson order

In the event of declared emergency such as a fire, an explosion or biological or chemical incident, residents should follow the direction of the concierge on duty, management or building team including the Board of Directors. Once fire department personnel are on site. The chart of the Board of Directors, below, indicates who will be the official spokesperson for KT in the event such a task is required.

Emergency Team Member (Alphabetical Order)	Critical Issue/ Functional Responsibility
Isa Zimmerman	President-1st –Spokesperson
Rick Scheife	Vice President-2 <sup>nd</sup> Spokesperson
Jake Kredi	Treasurer-3 <sup>rd</sup> Spokesperson
Kathy Conley	4 <sup>th</sup>
Brian Gula	5 <sup>th</sup>
Fred Taylor	6 <sup>th</sup>
Nancy Murphy	7 <sup>th</sup>
Candice Morse	Emergency Coordinator
Finbar Doyle	Emergency Service Responder

The concierges and watch times:

**If there are changes they will be listed on the Bulletin Boards.**

2. Site Command Center Locations in event of emergency depending upon the nature of the emergency:

A command center will be established as follows:

1st if Possible - Kenmore Tower Lobby

2nd Location - Trailer in front of Kenmore Tower

3rd Location -If City of Boston is inaccessible - closest hotel in the vicinity

The HVAC system is a two-pipe system which is configured to run either hot or cold water through the heat exchangers which are located in the ceiling boxes of every apartment. Air is thus circulated across the warm or cold heat exchanger by means of a fan. The room temperature is regulated by a thermostat which is on the wall and has three buttons in a row on the bottom and two arrow-like buttons on the side. The choice of whether there is hot water (heating), or cold water (cooling), is regulated, -- if properly run -- by thermal sensors located on the building's exterior. There are two sensors, one on the south side and one on the north side. (In spring or fall the HVAC system is sometimes turned off since no heat or cooling is needed.)

It takes twelve (12) hours to switch the system from heating to cooling or vice versa, depending upon outside temperatures. When the seasons change you should adjust the thermostat accordingly.

1) Pushing the "SYSTEM" button will let you set the thermostat to OFF, HEAT, COOL and AUTO.

OFF will turn the system off and it will generate neither heat nor warmth.

HEAT will assume that there is hot water in the system and will act to heat the room.

COOL will assume that there is cooled water in the system and will act to cool the room.

**AUTO assumes that it can switch between the cold and hot water which is NOT the case here and therefore IT SHOULD NOT BE USED.**

2) The FAN button should be set to AUTO as opposed to ON. On AUTO it will be active only when heating or cooling is necessary while on ON it will be on all the time wasting electricity. You pay for the electricity which operates the fan.

3) The SPEED button regulates the speed of the fan and, depending on the room size, should be set to either LO, MED or HI.

4) The desired temperature is set by the arrow-like buttons on the side of the thermostat. At times, a temperature gradient builds up--about 6 degrees between the ceiling and the floor. In that case, we recommend buying a small fan which, when placed on the floor will blow air on the thermostat. In the efficiency apartments, the heat exchanger is usually in the adjoining apartment.

**Appendix L****DISH NETWORK CHANNELS**

40'S ON 4-40'S HITS	<b>6004</b>	90'S ON 9-90'S HITS	<b>6009</b>
ABC FAMILY	<b>180</b>	AC/DC RADIO	<b>6019</b>
AMC	<b>130</b>	AMC	<b>890</b>
ANGEL ONE	<b>262</b>	ANGEL ONE	<b>9701</b>
ANGEL TWO	<b>266</b>	ANGEL TWO	<b>9395</b>
ANIMAL PLANET	<b>184</b>	ANIMAL PLANET	<b>887</b>
ARTS & ENTERTAINMENT	<b>118</b>	ALMA VISION HISPANIC NETWORK	<b>9413</b>
ALTITUDE SPORTS & ENTERTAINMENT	<b>410</b>	AMERICA LIVE	<b>219</b>
BBC AMERICA	<b>135</b>	BBC AMERICA	<b>879</b>
BLACK ENTERTAINMENT TELEVISION	<b>124</b>	BRAVO	<b>129</b>
BRAVO	<b>880</b>	BYUTV	<b>9397</b>
BYUTV	<b>9403</b>	BIG TEN NETWORK	<b>439</b>
BIG TEN NETWORK ALTERNATE 2	<b>5440</b>	C-SPAN	<b>210</b>
C-SPAN2	<b>211</b>	CARTOON NETWORK	<b>176</b>
CARTOON NETWORK WEST	<b>177</b>	CBS COLLEGE SPORTS TELEVISION	<b>152</b>
CCTV-9	<b>265</b>	CCTV-9	<b>694</b>
CCTV-E	<b>695</b>	CCTV-E	<b>884</b>
CD-ACOUSTIC CROSSROADS	<b>969</b>	CD-AURA	<b>977</b>
CD-BACKPAGES	<b>957</b>	CD-BYU RADIO NETWORK	<b>980</b>
CD-CASHMERE	<b>956</b>	CD-CONCRETE BEATS	<b>963</b>
CD-EASY INSTRUMENTALS	<b>973</b>	CD-ENSEMBLE	<b>971</b>
CD-ESTILOS	<b>821</b>	CD-ESTILOS	<b>964</b>
CD-FEEDBACK	<b>960</b>	CD-FIESTA MEXICANA	<b>820</b>
CD-FIESTA MEXICANA	<b>965</b>	CD-FREQUENCY	<b>966</b>
CD-HAWAIIAN MUSIC	<b>981</b>	CD-IMPRESSIONS	<b>968</b>
CD-INK'D	<b>961</b>	CD-INTERMEZZO	<b>972</b>
CD-JAZZ TRADITIONS	<b>967</b>	CD-JUKEBOX GOLD	<b>953</b>
CD-KIDTUNES	<b>976</b>	CD-KINGSTON	<b>979</b>
CD-LUCILLE	<b>978</b>	CD-NASHVILLE USA	<b>952</b>
CD-NUJAZZ	<b>962</b>	CD-PLAZA	<b>970</b>
CD-RAWHIDE	<b>951</b>	CD-ROCK SHOW	<b>959</b>
CD-SCREEN DOOR	<b>950</b>	CD-SONGBOOK	<b>954</b>
CD-STROBE	<b>958</b>	CD-SWING KINGS	<b>974</b>
CD-THE LIGHT	<b>975</b>	CD-UNFORGETTABLE	<b>955</b>
CLASSIC ARTS SHOWCASE	<b>9406</b>	CNBC	<b>208</b>
CNN	<b>200</b>	COLOURS TV	<b>9396</b>
COLOURS TV	<b>9407</b>	COMCAST SPORTS NET CALIFORNIA	<b>409</b>
COMEDY CENTRAL	<b>107</b>	COUNTRY MUSIC TELEVISION	<b>166</b>
CHRISTIAN TELEVISION NETWORK	<b>267</b>	CHRISTIAN TELEVISION NETWORK	<b>9399</b>
COMCAST SPORTS NET CHICAGO	<b>429</b>	COMCAST SPORTS NET MID-ATLANTIC	<b>424</b>
COMCAST SPORTS NEW ENGLAND	<b>435</b>	COMCAST SPORTSNET BAY AREA	<b>419</b>
COX SPORTS TELEVISION NEW ORLEANS	<b>421</b>	CURRENT TV	<b>196</b>
DAYSTAR	<b>263</b>	DISCOVERY CHANNEL, THE	<b>182</b>

DISCOVERY HEALTH	189	DISCOVERY HEALTH	885
DISNEY CHANNEL (EAST)	172	DISNEY CHANNEL (WEST)	173
DISNEY XD	174	DISNEY XD	847
DOCUMENTARY CHANNEL	197	E! ENTERTAINMENT TELEVISION	114
E! ENTERTAINMENT TELEVISION	800	ESPN	140
ESPN ALTERNATE	141	ESPN ALTERNATE	145
ESPN ALTERNATE	147	ESPN2	144
ESPN2 ALTERNATE	146	ESPNU	141
ESPNEWS	142	ESPNEWS	800
ETERNAL WORD TELEVISION NETWORK	261	ETERNAL WORD TELEVISION NETWORK	9417
FOOD NETWORK	110	FOX NEWS CHANNEL	205
FOX NEWS CHANNEL	805	FOX SPORTS ARIZONA	415
FOX SPORTS CINCINNATI	427	FOX SPORTS DETROIT	430
FOX SPORTS FLORIDA	423	FOX SPORTS NORTHWEST	426
FOX SPORTS OHIO	425	FOX SPORTS PITTSBURGH	428
FOX SPORTS ROCKY MOUNTAIN	414	FOX SPORTS ROCKY MOUNTAIN HD	5414
FOX SPORTS SOUTH	420	FOX SPORTS SOUTHWEST	416
FREE SPEECH TV	9415	FUSE	158
FX	136	FX	878
FOX SPORTS MIDWEST	418	FOX SPORTS NET NORTH	436
FOX SPORTS PRIME TICKET	411	FOX SPORTS WEST	417
G4	191	GALAVISION	273
GALAVISION	833	GAME SHOW NETWORK	116
GEMS AND JEWELRY	229	GEMSTV TRANSCENDS TRADITIONAL TELEVISION SHOPPING.	226
HALLMARK CHANNEL	185	HALLMARK CHANNEL	896
HEADLINE NEWS	202	HISTORY	120
HITN	843	HITN	9401
HOME & GARDEN TELEVISION	112	HORSERACING TV	404
HSN	222	HSN	84
HEALTH & HUMAN SERVICES TELEVISION	9402	INDEPENDENT FILM CHANNEL	131
INDEPENDENT FILM CHANNEL	894	ION	216
ION	882	ION WEST	217
IN COUNTRY TELEVISION	230	INSPIRATION NETWORKS	259
INVESTIGATION DISCOVERY	192	JEWELRY TELEVISION	227
KBS WORLD	652	KBS WORLD	704
KBS WORLD	9850	KIDS & TEENS TELEVISION	264
KIDS & TEENS TELEVISION	9394	LEARNING CHANNEL, THE	183
LIFETIME	108	LIFETIME MOVIE NETWORK	109
LINK TV	9410	LIVE SHOPPING	221
LIVE SHOPPING	229	MSG	412
MSGPLUS	413	MSNBC	209
MUSIC TELEVISION	160	MUSIC TELEVISION 2	161
MID-ATLANTIC SPORTS NETWORK	432	MID-ATLANTIC SPORTS NETWORK ALTERNATE	433
NASA	213	NBA TV	402

NFL NETWORK	154	NHL NETWORK	403
NHL NETWORK	625	NICK JR.	169
NICKELODEON/NICK AT NITE (EAST)	170	NICKELODEON/NICK AT NITE (WEST)	171
NEW ENGLAND SPORTS NETWORK	434	NORTHERN ARIZONA UNIVERSITY/UNIVERSITY HOUSE	9411
OXYGEN	127	OVATION	157
PAEC	9418	PENTAGON CHANNEL	9405
QVC	137	REELZ	299
RESEARCH CHANNEL	9400	RFDTV	231
RFDTV	9398	SHOPNBC	134
SHOPNBC	228	SIRIUS - BBC RADIO 1	6011
SIRIUS - ELVIS	6013	SIRIUS - MARGARITAVILLE	6031
SIRIUS 50'S ON 5- 50'S HITS	6005	SIRIUS 60'S ON 6- 60'S HITS	6006
SIRIUS 70'S ON 7-70'S HITS	6007	SIRIUS 80'S ON 8-80'S HITS	6008
SIRIUS ALT NATION - NEW ALTERNATIVE ROCK	6021	SIRIUS BACK SPIN - OLD SKOOL RAP	6039
SIRIUS BB KING'S BLUESVILLE-BLUES	6074	SIRIUS BLUEGRASS JUNCTION-BLUEGRASS	6065
SIRIUS CALIENTE-LATIN TROPICAL	6083	SIRIUS CLASSIC REWIND-70'S AND 80'S ROCK	6015
SIRIUS CLASSIC VINYL - EARLY ROCK	6014	SIRIUS DEEP TRACKS	6016
SIRIUS E STREET RADIO	6010	SIRIUS ENLIGHTEN-GOSPEL	6067
SIRIUS ESCAPE-BEAUTIFUL MUSIC	6004	SIRIUS FACTION-MUSIC OF ACTION SPORTS	6028
SIRIUS FIRST WAVE-CLASSIC ALTERNATIVE	6022	SIRIUS HAIR NATION-80'S HAIR BANDS	6023
SIRIUS HEART & SOUL - R&B HITS	6051	SIRIUS HIP HOP NATION-UNCUT HIP HOP	6040
SIRIUS HITS ONE - TOP 40 HITS	6001	SIRIUS JAM ON-JAM BANDS	6017
SIRIUS LIQUID METAL-HEAVY METAL	6027	SIRIUS OCTANE-NEW HARD ROCK	6020
SIRIUS ON BROADWAY-SHOW TUNES	6077	SIRIUS OUTLAW COUNTRY-COUNTRY REBELS	6063
SIRIUS PRAISE-GOSPEL MUSIC	6068	SIRIUS PRIME COUNTRY - 80'S & 90'S COUNTRY	6061
SIRIUS REAL JAZZ-CLASSIC JAZZ	6072	SIRIUS SHADE 45	6045
SIRIUS SPA - NEW AGE	6073	SIRIUS SPECTRUM - ADULT ALBUM ROCK	6018
SIRIUS SYMPHONY HALL-SYMPHONIC AND CHAMBER	6080	SIRIUS THE BLEND	6002
SIRIUS THE BRIDGE - MELLOW ROCK	6033	SIRIUS THE COFFEE HOUSE	6030
SIRIUS THE HEAT-MAINSTREAM R&B	6050	SIRIUS THE HIGHWAY-NEW COUNTRY	6060
SIRIUS THE JOINT-REGGAE	6084	SIRIUS THE LOFT-ECLECTIC ROCK	6029
SIRIUS THE MESSAGE-CHRISTIAN POP	6066	SIRIUS THE METROPOLITAN OPERA CHANNEL	6078
SIRIUS THE PULSE-2000S AND NOW	6012	SIRIUS THE ROADHOUSE-CLASSIC COUNTRY	6062
SIRIUS THE STROBE - DISCO	6081	SIRIUS THE BRIDGE	6033
SIRIUS UNDERGROUND GARAGE-	6025	SIRIUS WATERCOLORS-SMOOTH JAZZ	6071

SIRIUS UNDERGROUND GARAGE- GARAGE ROCK	<b>6025</b>	SIRIUS WATERCOLORS-SMOOTH JAZZ	<b>6071</b>
SIRIUS WILLIE'S PLACE-HONKY TONK	<b>6064</b>	SIRIUS XM CHILL-SMOOTH ELECTRONICS	<b>6035</b>
SIRIUS XM LOVE-LOVE SONGS	<b>6003</b>	SIRIUS XM POPS-CLASSICAL POPS	<b>6079</b>
SIRIUS XM U-INDIE	<b>6026</b>	SITV	<b>159</b>
SITV	<b>874</b>	SOAPNET	<b>188</b>
SPIKE TV	<b>168</b>	SPORTS ALTERNATE	<b>444</b>
SPORTS ALTERNATE	<b>445</b>	SPORTS ALTERNATE	<b>446</b>
SPORTS ALTERNATE	<b>447</b>	SPORTS ALTERNATE	<b>448</b>
SPORTS ALTERNATE	<b>450</b>	SPORTS ALTERNATE	<b>451</b>
SPORTS ALTERNATE	<b>452</b>	SPORTS ALTERNATE	<b>453</b>
SPORTS ALTERNATE	<b>473</b>	SPORTS ALTERNATE	<b>474</b>
SPORTS ALTERNATE	<b>475</b>	SPORTS ALTERNATE	<b>476</b>
SPORTS ALTERNATE	<b>477</b>	SPORTS ALTERNATE	<b>478</b>
SPORTS ALTERNATE	<b>5440</b>	SPORTS ALTERNATE	<b>5441</b>
SPORTS ALTERNATE	<b>5442</b>	SPORTS ALTERNATE	<b>5443</b>
SYFY CHANNEL	<b>122</b>	SATELLITE RESPONSE INTERACTIVE	<b>104</b>
SATELLITE RESPONSE NETWORK	<b>220</b>	SATELLITE RESPONSE NETWORK	<b>223</b>
SATELLITE RESPONSE NETWORK	<b>275</b>	SATELLITE RESPONSE NETWORK	<b>72</b>
SATELLITE RESPONSE NETWORK	<b>85</b>	SATELLITE RESPONSE NETWORK	<b>9646</b>
SHOP AT HOME	<b>224</b>	SHOP AT HOME	<b>9602</b>
SIRIUS GRATEFUL DEAD	<b>6032</b>	SIRIUS LITHIUM- GRUNGE AND 90'S ALT ROCK	<b>6024</b>
SIRIUS SOUL TOWN-CLASSIC SOUL AND MOTOWN	<b>6053</b>	SIRIUSLY SINATRA	<b>6075</b>
SPORTSOUTH	<b>437</b>	SPORTSNET NEW YORK	<b>438</b>
SPORTSTIME OHIO	<b>431</b>	SUN SPORTS	<b>422</b>
TEENNICK	<b>181</b>	TELEFUTURA EAST	<b>271</b>
TELEFUTURA EAST	<b>830</b>	TELEFUTURA WEST	<b>272</b>
TELEFUTURA WEST	<b>831</b>	THE SPEED CHANNEL	<b>150</b>
THE SPEED CHANNEL	<b>891</b>	TURNER BROADCAST SYSTEM	<b>139</b>
TURNER CLASSIC MOVIES	<b>132</b>	TV GAMES NETWORK	<b>405</b>
TV GUIDE NETWORK	<b>117</b>	TV LAND	<b>106</b>
THE GOLF CHANNEL	<b>401</b>	THE TRAVEL CHANNEL	<b>215</b>
THE WEATHER CHANNEL	<b>214</b>	THREE ANGELS BROADCASTING NETWORK	<b>9710</b>
TRINITY BROADCASTING NETWORK	<b>260</b>	TRINITY BROADCASTING NETWORK	<b>9409</b>
TRUTV	<b>204</b>	TURNER NETWORK TELEVISION	<b>138</b>
UNIVISION	<b>270</b>	UNIVISION	<b>827</b>
UNIVISION WEST	<b>828</b>	USA NETWORK	<b>105</b>
UNIVERSITY OF CALIFORNIA	<b>9412</b>	V-ME	<b>846</b>
V-ME	<b>9414</b>	VH1	<b>162</b>
WE: WOMEN'S ENTERTAINMENT	<b>128</b>	WE: WOMEN'S ENTERTAINMENT	<b>889</b>

**APPENDIX M      The Kenmore Tower Corporation**  
**Policy on Parking in the Kenmore Tower Garage**

Last Update: 12-20-11

The Kenmore Tower Parking policy is designed to ensure that all parking space owners are afforded the full and proper use of their spaces while assuring the inviolability of other parking space owners as well as the integrity of and access to common spaces.

1. Each parking space is bounded on the right and left by yellow lines or a wall. The yellow lines themselves are “common space” and, as such, vehicles may not occupy any portion of the space on or over the yellow lines.

2. The forward-most limit of any parking space is delineated by common-access space (as detailed in the master blueprints of the building), the boundaries of another parking space, or a wall.

3. The rearward limit of any parking space is delineated by a line perpendicular to the yellow side boundary lines, drawn from the furthest most permanent vertical concrete structure (e.g., the concrete support columns, or the curbing at the end of a parking row or associated with the elevator housing) that constitutes the permanent structures of said parking row.

4. A vehicle or vehicles may be parked in a given space as long as the vehicle(s) do not extend beyond the limits of the space (irrespective of the official designation of “standard,” “double compact,” or “double standard”).

5. All motor vehicles parked in the Kenmore Tower garage must be registered, \*currently licensed,\* insured,\* and have a current, valid inspection sticker as indicated by the counsel of the Kenmore Tower insurance carrier and, in part, is what differentiates an “active parking garage” from a “storage facility.”

6. The first infraction will be documented with an official letter to the parking space owner. The second infraction will result in a \$100 fine. Third and subsequent infractions will be referred to the Board of Directors for a case-by-case fine and/or additional action.

\* At some point during the calendar year (January 1 to December 31), as some motorcycles and recreational vehicles are licensed and insured for only a portion of the year.

**APPENDIX L (Offered as an example of the monthly bulletins.)**



**THE KENMORE TOWER**  
**August 2012 Bulletin**

This has been a busy and hot summer at KT. We have dealt with significant issues which affect everyone.

*POOL/PLAZA UPDATE*

Twenty-one people, including six Board members, attended the July 25 planning meeting on the mezzanine. The discussion included several proposals for action. The building has retained an attorney to oversee the process going forward.

*ACCOUNTABILITY and SECURITY*

You may have noticed that contractors and 'deliverers' of all kinds **MUST** sign in and out with the Concierge and state the reason for the visit. We are tightening our procedures to ensure the building's safety and to be able to account for the bills rendered to the Corporation. Bill-backs will no longer be accepted.

*HEALTH and COMFORT*

The trash rooms, the compactor room in the basement and the chutes have been cleaned and deodorized. The edges of the chute doors have been sealed. We will be replacing old trash containers with new covered ones but we need your assistance in following the rules posted in each trash room. Without everyone's cooperation, the disposal of trash will continue to be a problem for everyone in the building.

*THE GARAGE*

Materials being stored in the garage need to be removed in accordance with the rules and regulations of Kenmore Tower as soon as possible or they will be removed and disposed of. The disposal will take place on and around August 16.

Parking space 55 is being sold by the Corporation. Please be on the lookout for a specific notice with the details.

ALL of these reminders and advisories are designed to make life in the building safe and pleasurable...what a home should be.

Enjoy                      the                      remainder                      of                      the                      summer!!!



## THE KENMORE TOWER

### *LAUNDRY ROOM ETIQUETTE*

#### *PLEASE RESPECT THE PROPERTY OF OTHERS*

1. Be careful about the timing of your laundry so others will not be tempted to remove your laundry from the machine. Be present when the machine cycle ends.
2. Be careful not to leave any items on the table, the floor or the top of a washer.
3. Use heavy-duty plastic bags to discard any odorous material in the trash container.
4. If you post an "ad" on the bulletin boards please follow the rules:
  - use an index card (available from the Concierges)
  - print or word process the information
  - date the card
  - use the available pins to affix to the bulletin board
  - do not block the monthly bulletin or the emergency plans.

Cards will be removed after 30 days unless they are updated.

*Thank you for your cooperation to make life more pleasant at Kenmore Tower.*