

FORT POINT PLACE CONDOMINIUM ASSOCIATION HANDBOOK FOR COMMUNITY LIVING

Condominium living is also a form of communal living. Because of your immediate proximity to your neighbors, and because everyone's actions affect property values and the quality of life at the condominium, everyone must cooperate and abide by the rules and regulations established by your Trustees and the By-Laws set forth in your documents.

CONDOMINIUM DOCUMENTS

As noted, the Fort Point Place Condominium has been created and is governed by the recording with The Suffolk County Registry of Deeds, Book 25011, Page 347. A brief description of these and related documents is set forth below.

- A. **Master Deed.** The Master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium, Chapter 183A of the general laws designates with the particularity of the required contents of this document, which include complete descriptions of the land and building to be dedicated to the condominium use and of common elements and the proportionate interest on each unit therein, floor plans, a statement of the purpose for which the buildings and units are intended, the methods of amending the Master Deed and the name of the organization which will manage and regulate the condominium. The Association itself is governed by a committee known as the Board of Trustees elected by and from the unit owners.

- B. **Unit Deed.** The Unit Deed is the instrument by which a unit must contain all normal elements of a deed. In addition, Chapter 183A requires that it include a reference to the condominium, a description of the land or the address of the property, the designation of the unit in the Master Deed, a statement for the uses for which it is intended and any restrictions on its use and the interest of the unit in the common elements of the condominium. Note that the initial deed of each unit must also have attached a copy of the floor plans recorded with the Master Deed showing the designation of the unit being conveyed and adjacent units depicting the layout, location, dimensions, approximate area, main entrance to the unit as well as the immediate common area to which it has access.

- C. **By-Laws of Association.** In contrast to the Master Deed, which is limited to a description, to basic structure of the condominium, the By-Laws set forth the day-to-day operating rules and regulations under which the condominium will be run. The By-Laws may provide:
 - 1. The method of providing the necessary maintenance, repair and replacement of The common elements and payments thereof.
 - 2. The manner of collecting from the unit owners their shares of the common expenses.
 - 3. The procedure of hiring all personnel, including whether or not a managing agent should or may be engaged.

4. The method of adopting and amending the administrative rules and regulations governing the details of the operation and use of the common elements.
5. Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements not set forth on the Master Deed.
6. The specific requirements for obtaining funds for repairs, maintenance and upkeep of the common areas which are to be financed by all unit owners through a regular or special assessment paid to the Association in accordance with each unit's percentage interest. It should be noted that each owner's share of these expenses constitutes a lien upon the owner's interest in common elements. This provides the Association with the necessary means to assure collection of the common funds.

In addition to the various provisions required by law, the By-Laws include many other provisions deemed necessary for the management and regulation of the Association. These include items such as procedures following in the case of reconstruction after a fire or casualty or in the case of condemnation, as well as items based in the needs and characteristics of the condominium.

Rules and regulations for the Association can be found on Page --- of the Documents.

FORMAL STRUCTURE OF THE CONDOMINIUM

- A. **Master Deed & Condominium Trust.** Fort Point Place Condominium Trust was established by a Master Deed dated August 24, 2000 which is recorded in the Suffolk County Registry of Deeds in Book 25011, Page 347.
- B. **Property Description.** The condominium is comprised of one building containing one hundred and seventeen (117) residential units, of which fourteen (14) are designated as affordable housing units and three (3) commercial condominiums. The building is of load bearing masonry with internal heavy timber post and beam construction. The roof is a rubber membrane and the foundation is a concrete slab.
- C. **Governance.** The By-Laws of the Condominium Trust provide that the management of the property will be overseen by an elected Board of Trustees. These Trustees represent the interest of the unit owner and have been chosen to maintain the economic and physical condition of the condominium.

The documents allow for a total of between three to seven Trustees. Trustees are elected on a staggered basis, at the annual meeting. The Trustees meet regularly with management to review policies, maintenance concerns, administrative issues, financial issues, as well as many other issues.

ANNUAL MEETING OF UNIT OWNERS

The annual meeting of unit owners is annually. This meeting is an occasion during which all unit owners are assembled to discuss the past, present and future operation of the condominium. Trustees are also elected and votes may be taken on all issues that require a vote.

MANAGEMENT

The Board has engaged the services of Barkan Management Company as the Managing Agent for the Trust. Barkan works under the direction of the Trustees to carry out the actual management and maintenance responsibilities. Included in these responsibilities are the collection of the Common Area Charges (condominium fees), maintenance of the common areas (hallways, grounds, roof, main mechanical systems) and restoration projects as needed. If you have a problem which you believe is a common area problem or which will affect the common areas, you should contact Barkan Management Company.

Management Office Address and Telephone Number:

**Barkan Management Company, Inc.
24 Farnsworth Street
Boston, MA 02210
617-482-5500**

For emergencies only call (800) 570-9145 (i.e., floods, no hot water, etc.)

Please respect the rights of the staff to privacy and rest and do not call for items that can reasonably wait until morning or normal business hours.

Your contacts at Barkan Management are:

**Property/Maintenance Manager: Steve Andrews
Account Supervisor: Maria Palmieri**

In order for Barkan Management to respond to a concern, all routine maintenance calls are to be placed through the on-site management office. Regular business must be taken up during the standard work week, Monday through Friday, 7:30am to 4:30pm. However, if you have an after hour emergency that requires immediate attention, call 800-570-9145 and the answering service will contact the on-call Barkan Superintendent, who will in turn contact you directly. This service is available 24 hours a day, seven days a week for **EMERGENCIES**. When calling in an **EMERGENCY**, please be sure to leave your name, phone number and a brief description of the situation.

ON-SITE PERSONNEL

Fort Point Place presently employs a full time Property/Maintenance Manager (Steve Andrews) Monday-Friday, 7:00 AM to 3:00 PM and a full time cleaning service Monday-Friday, 7:00 AM to 3:00 PM.

CONDOMINIUM FEES/COMMON AREA FEES (CAF)

The cost to operate the condominium is paid monthly by every unit owner according to his/her percentage beneficial interest in the property. This interest is specified in the Master Deed. The Condominium Trust is a non-profit organization which is dependant upon fee income to pay its bills. Each month those fees (CAF) are collected and bills are paid. Payments must be made promptly on or before the first of every month. Each year you will receive a payment coupon booklet in order to submit your monthly fee. Also, for your convenience, Barkan Management offers a direct debit program where the payment is automatically deducted from your account. Should you wish to enroll in this program please contact

Barkan Management. All payments should be made out to the **Fort Point Place Condominium** and mailed to:

**Barkan Management Company
P.O. Box 51606
Boston, MA 02205-1606**

To assure proper credit, be sure the coupon and that your name and unit number are on the check.

DO NOT MAKE PAYMENT OUT TO BARKAN MANAGEMENT.

If you have any questions about your account, please contact the Fort Point Place A/R Rep, at Barkan Management Company at 617-482-5500.

LATE FEE POLICY

The Trustees of Fort Point Place Condominium Trust have established the following late fee policy effective November 29, 2000.

All condominium fees are due and payable on the first of each month for that month. Any fee not received by the 15th of the month shall be assessed a twenty-five (\$25) dollar late fee and that amount shall constitute a lien on the Unit pursuant to Section 6 of Chapter 183A. All Units with balances outstanding as of the fifteenth (15th) of each month will be charged a late fee if \$25.00 each month.

Balances which remain unpaid will be referred to an attorney for collection. The cost of such action will be charged against the Unit.

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

Clearly it is the hope of the Trustees that serious collection procedures will not have to be used. Most unit owners do make payments on time. However, a small percentage of your neighbors do fall behind in their fees. As always, if there is a specific problem regarding payment, owners are encouraged to contact Barkan or speak to a Trustee.

TENANTS AND NON RESIDENT OWNERS

The appropriate behavior of tenants is an important issue for the Trustees, resident owners of Fort Point Place and non-resident owners. The following is a summary of Section 9, Page 8 of the Condominium Documents. Tenants and non-resident owners should refer to the documents for complete description.

Any unit owner may lease or rent his/her unit, subject however, to the following conditions:

- A. All leases must:
 - 1) Be in writing
 - 2) Be for a term not less than six months; and
 - 3) Expressly provide that the lease shall be subject in every respect to Master Deed of the Condominium, the Declaration of Trust, the BY-Laws and Rules and Regulations.
 - 4) Contain the following notice: "It is clearly understood that the apartment being leased (rented) under this lease (occupancy agreement) is located in a condominium building –

not a rental apartment house. The condominium building is occupied by the individual owners of each apartment (except for certain apartments, such as this one, which are being occupied by tenants). The tenants understand that his or her neighbors in the building are (except for aforesaid) the owners of the homes which they occupy, and not tenants living in a rental apartment house. The tenant, by signing this lease (occupancy agreement) acknowledges that he or she has been furnished with a copy of the Master Deed of the condominium, the Declaration of Trust of the condominium trust, and the BY-Laws and Rules and Regulations thereto, and that he or she will be expected to comply in all respects with the same, and that in the event of any noncompliance, the tenant may be evicted by the Trustees of the condominium trust (who are elected by the unit owners) and in addition, the tenant may have to pay fines, penalties and other charges, and that the provisions of this clause take precedence over any other provision of this lease (occupancy agreement).”

- B. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the condominium, the Declaration of Trust of the condominium trust and the By-Laws and Rules and Regulations, shall constitute default in the lease, and in the event of such default, the Trustees of the condominium trust shall have the following rights and remedies against both the unit owner and the tenant, in addition to all other rights and remedies which the Trustees and the unit owners assumed otherwise.
- 1) The Trustees shall have the right to give written notice of the default to both the tenant and the unit owner.
 - 2) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the By-Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law.
 - 3) All of the expenses of the Trustees incurred by the Association in connection with any action against the tenant and/or owner will be the responsibility of the owner.
 - 4) The unit owner shall furnish copies of the Condominium Documents and this Handbook to the tenant.
 - 5) Dogs are allowed to lease residents.
 - 6) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance.
 - 7) A copy of the lease shall be delivered to the Trustees, care of management, upon execution.
 - 8) The provisions of this section shall take precedence over any other section in the lease.

RENTAL CAP

At no time may more than thirty (30%) percent of the Units, or such lower percentage as may be required by any so called secondary mortgage market source, be leased at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends on leasing such unit shall first seek consent of the Trustees to rent unit. *Additional information can be found in the Amended Master Deed/Condominium Documents.*

This summary is provided for your convenience. Tenants and owners should read Section 9 for the complete legal details before entering into any agreement. For your convenience, a Lease Rider that can be attached to your lease is located at the end of the Handbook.

GENERAL ROUTINES AND POLICIES

NOTE: All unit owners are responsible for the actions of their guests. Non-resident owners are responsible for the actions of their tenants and their tenant's guests. Unit owners will be held responsible for any damage caused by their tenants or guests. Any fines levied by the Trustees as a result of the action of guests or tenants, will be assessed against the unit owner.

Non-resident owners are required to incorporate the Handbook and the Condominium Documents into their leases.

INITIAL OCCUPANCY

The process of moving in needs to be addressed carefully; as there are many details to coordinate which can either cause or prevent problems or mishaps.

- 1) **Keys.** These will be delivered to you at the time of closing by the seller or by your landlord if you are renting. Be sure to receive a unit door key, lobby access card and mailbox key. **Neither the Condo Associates nor Barkan Management hold a master key to your unit.** If you wish, you may provide a unit key to Barkan Management, along with a signed key release waiver. This will allow Management access to your unit, with your permission, for deliveries, contractors or for emergencies.

Neither the Condominium Associates nor Barkan Management provides emergency lockout service. It is suggested, once you get familiar with your neighbors, that you leave a key with one of them just in case you are locked out.

Residents with alarm systems **must** provide the property manager with alarm codes/instructions. This data will be locked in a key box hidden on the premises.

Except in an emergency, no one will enter your unit without your permission. In the event of an emergency in your unit, you will be notified as soon as possible.

Any and all costs incurred while entering units in an emergency as result of residents/unit owners not providing access to their units shall be billed to the unit owner or tenant.

For the record: Please complete the "Resident Information Form" provided in your welcome package. This is important to insure that future correspondence and official notification reaches you. When this form is completed, please return it to Barkan Management or the Property Manager.

If any of this information changes, see the Property Manager and complete a new form.

- 2) **Move-in/Move-out.** All moves must be scheduled with the on-site management office at 617-948-9212 so you may have access to the freight elevator. Moves must be scheduled Monday through Friday between 9:00 AM and 4:00 PM only. It shall be considered a violation of the By-Laws if moves are done other than during these times. **At no time should doors be**

left open or unattended and all moves are to be made via the loading dock and not the front doors.

- 3) **Intercom Listing.** Your name and unit number are listed on the Sentex intercom box on the front of the building. Visitors will enter “# unit number” on the keypad and your telephone will ring. Visitors may be viewed on your television on channel 103. To allow entry press “9” on your keypad and that will disengage the lock. You must have a telephone plugged into a jack for the system to work. If you would prefer that your name not appear on the Sentex box, please contact on-site management at 617-948-9212.
- 4) **Utilities.** You should notify all utility services (electric and gas) to switch over the meters to your name as of the day following the purchase of your unit or the beginning of your lease.
- 5) **Telephone.** RCN should be notified 10 days in advance of your move-in date to have your phone/cable/internet service initiated.
- 6) **Mail.** You should notify the Post Office of your new address. They will have mail delivered to the unit number you furnish. It is advisable to notify them two weeks in advance to allow for new delivery. In addition, tape, on the inside front of your mailbox, the names of all persons receiving mail in that box.

TIP: Do not address anything stating your “box” number. State it as your unit number. The Post Office sometimes interprets “box” numbers as P.O. Box numbers and your mail will be delayed (i.e., Unit 205, not Box 205).

- 7) **Fire/Carbon Monoxide Protection.** Units are equipped with heat detectors, smoke detectors and carbon monoxide detectors which are hard wired with a battery back up. The heat detectors, only, are wired in to ASG Alarm Corporation, the alarm monitoring service. In the event of a defect in the alarm equipment in the common areas or in a unit’s heat detector, a “trouble alarm” will be activated and ASG will contact Barkan Management Company. At Management’s request, an Atlas service technician will be dispatched to determine cause of the trouble and reset the alarm panel.

PLEASE NOTE: ONLY REMOVE THE BATTERY FROM YOUR SMOKE DETECTOR TO CHANGE IT. REMOVAL OF THE HEAT DETECTOR FROM THE CEILING WILL RESULT IN A “TROUBLE ALARM” AND THE OWNER IS RESPONSIBLE FOR ALL COSTS INCURRED.

The carbon monoxide detectors are not wired to a monitoring system. If the carbon monoxide alarm sounds, open all windows, vacate the unit and call the Boston Fire Department immediately.

The smoke detectors are not wired to a monitoring system. If your smoke detector sounds and the cause is not fire related, such as cooking, burned food, etc., open your windows. **DO NOT OPEN THE UNIT DOOR** as the smoke detectors in the common areas ARE wired to a monitoring system and will sound a building wide alarm summoning the BFD.

COMPLAINTS, SUGGESTIONS AND CONCERNS

Complaints, suggestions and concerns should be in writing and addressed to “The Trustees”. You may either deliver them directly to a Trustee, or send it to Barkan Management. They in turn will make a copy and mail to Trustees.

TRASH REMOVAL

The trash room is located in the southwest corner of the West Garage. Trash must be brought to the trash room; do not leave it in the hallways or stairwells. There are two trash pick-ups, on Monday and Thursday every week. Trash is to be deposited in the dumpsters. Please make sure all refuse is contained in trash bags. Do not dispose of furniture, televisions, lamps, etc. in the trash room. Any debris from unit renovations may not be disposed of in the trash room. Renovation debris must be removed by your contractor.

RECYCLING

You will find recycling containers in the trash room labeled by contents. All cardboard boxes must be broken down and stacked by the recycling containers. Recycling is picked up every Thursday.

PETS

Subject to the By-Laws owners can have pets. Renters are allowed dogs. See Rules and Regulations of your Condominium Documents for complete details.

Only two pets are allowed per unit. Pets must be on a leash at all times when on common area grounds or in the building hallways and walkways. Unit owners are responsible for the actions of their pets. The owner of any pet deemed noxious or offensive by the Trustees will be asked to remove the pet from the property. Unit owners will be held responsible for any damage caused by their pets or their tenant’s pets as well as any expense incurred by the condominium to clean up any mess they leave. Unit owners/renters are subject to fines for violations of the pet policies.

PARKING

See Section 8 for details regarding parking and parking spaces. Cityside Towing has been contracted to tow vehicles parked in reserved spaces. Cityside’s phone number is 617-776-6111.

CAR REPAIRS AND WASHINGS

No repairs to cars may be made anywhere on the property or garages, including oil changes. Cars may not be washed anywhere on the property or in the garages.

HEATING AND AIR CONDITIONING

Each unit has its own heat/air condition system. Unit owners are responsible for repair and upkeep of their HVAC systems.

Under no circumstances during the winter should you ever turn your heat completely off. A temperature of **55 degrees minimum** is strongly recommended and necessary to avoid freezing. **Shutting your heat off will result in frozen pipes and flooding of the building.** Repairs and expenses associated with damages caused, is the responsibility of the unit owner and/or resident.

EXTERMINATING

Common areas are treated once per month for pest control. Contact the property manager if you have any problems with pests.

PROPERTY AND SECURITY

The security of the building is a high priority for everyone and requires everyone's cooperation. Outlined below are a few guidelines:

- 1) DO NOT let anyone into the building that you do not know.
- 2) DO NOT buzz anyone into the building that you do not know.
- 3) If you see any suspicious activity, CALL THE POLICE – 911.
- 4) If you discover a common door that is not closing or locking properly, call Barkan Management.
- 5) DO NOT leave any door propped open and/or unattended.
- 6) When entering and exiting the garage, please wait for doors to close behind you for security purposes.
- 7) If you lose an access card, contact the property manager.

An additional dead bolt can be added to your door and keyed to your existing lock. The most effective seems to be the vertical deadbolt, sometimes referred to as a night lock. Contact information is located at the end of this Hand Book.

UNIT MAINTENANCE

Every unit owner is responsible for the proper maintenance and repair to his or her unit. If improper maintenance of your unit causes damage to either a common element or another unit, you will be responsible for correcting the problem and the damage to your unit, the common element or another unit. In some cases, damage over \$5000 may be covered by the Association.

In every instance, you will be responsible for the first \$5000. See the section on insurance or contact your insurance agent.

If, in the judgment of the Trustees, the Trustees feel that improper maintenance of your unit is negatively affecting the value of the complex or other units in the building, the Trustees have the right, with proper notice to you, to enter your unit, correct the problem, and hold you responsible for all costs incurred by the Association.

The most common cause of a problem is water. The most common source of water is from bathrooms, clothes washers, icemakers and dishwashers.

Immediately pick up water that finds its way onto the floor from your bath and toilet. Do not pour water directly onto the floor.

Be sure washing machine supply hose connections are tight. You should replace them once a year. Whenever possible, shut the supply valves off after each use (install shut-offs if there are none). Be sure the discharge hose extends into the drain at least 24 inches.

Refrigerators with icemakers should be checked to be sure that the supply hose is not pinched when the refrigerator is rolled back into place.

Your discharge for your dishwasher is connected to your garbage disposal. Identify where it is and use caution when placing items under your sink.

The caulking around the bathroom fixtures (bathtub, toilet, shower valves and sink) should be examined periodically to insure that it is not cracked or missing.

UNIT IMPROVEMENTS

Because of the unique features of Fort Point Place and because there is an exposed sprinkler system, there are Construction Guidelines that must be adhered to when planning any renovation. Please refer to these guidelines before beginning your project. In some cases approval from the board of Trustees will be necessary. Please contact Barkan Management prior to the commencement of any construction project within your unit.

NOISE

Condominium living is communal living. Please be considerate about how noise (including your voice) carries in the complex. Keeping stereo and TV speakers off the floor, being mindful of music and TV volume and wearing soft soled shoes in your unit all help keep noise to a minimum. Also keep in mind that noise travels in the hallways and common areas.

The Board of Trustees have adopted a rug rule requiring all condominium owners to cover 70% of the hardwood flooring in their units with rugs laid on top of padding with a minimum weight of 8lbs.

In addition to the rug rule, the Board of Trustees has adopted a “quiet hour” policy in effect from 11:00 pm to 7 am Monday through Friday and 1:00am to 11:00 am on Saturday and Sunday. During designated quiet hours, all residents should:

- Lower television and stereo volume;
- Refrain from loud conversations;
- Refrain from hosting large gatherings;
- Refrain from house cleaning, rough play and other activities that are likely to generate impact noise that could be heard in the unit below.

In the event that a Unit Owner violates the “quiet hours” policy, the first approach is to speak with that person directly to see if the problem may be resolved. If the problem cannot be resolved satisfactorily, it is critical Management be notified the following business day. Management will respond to the complaint by addressing the offending party directly and residents are encouraged to contact the local police in the vent of egregious and consistent violations of the policy. Owners who constantly violate the “quiet hours” policy will be subject to fines.

The condominium documents state: “No noxious or unlawful activity shall be carried on in any unit or the common areas which may be unreasonably annoying to the other (residents). No unit (resident) shall permit any disturbing noises that will unreasonably interfere with the rights, comforts or conveniences of other (residents). Any noise which can be heard within another unit shall be deemed a disturbing noise.

DECKS, BALCONIES AND ROOF DECKS

Decks, balconies and roof decks are common area for the exclusive use of the unit to which it is attached. No deck, balcony or roof deck may be enclosed, covered or used as a storage area. City regulations PROHIBIT all cooking with exposed flame or propane grills on decks and balconies. Please refer to attached City Ordinance at the end of the Hand Book.

Satellite dishes are permitted only for units with exclusive use common area decks. There are definitive rules and regulations governing satellite dishes which can be found at the end of the Hand Book.

HALLWAYS AND STAIRWELLS

No personal property may be stored or left in any hallway, stairwell or common area. This includes doormats, door and/or hallway decorations.

FIRE/CARBON MONOXIDE ALARMS

In the event of a fire emergency, the building horns will sound. Please stay in your unit and await instructions from the Boston Fire Department. In the event you must vacate the building, please use the exit stairways. **DO NOT USE THE ELEVATORS.**

If your carbon monoxide detector sounds CALL THE BOSTON FIRE DEPARTMENT IMMEDIATELY and vacate your unit until they give permission to re-enter.

The common area detectors and unit heat detectors are tested quarterly. Notice will be given by Barkan Management in advance. During testing the horns will sound intermittently.

INSURANCE

Residents and owners are responsible for their own personal property and liability insurance. The Condominium Insurance covers the building structure and liability in the common areas of the building. Contact our insurance agent for information or contact the Association's agent – Rodman Insurance Agency at 781 247 7800. Ask about Condominium HO6, HO32 and HO35 policies. For sale and refinancing purposes certificates are to be obtained from the Associations Insurance Agent. Please contact Barkan Management for the name and number of the present agent.

BICYCLES

Bicycle racks are available in the parking garage – please contact Barkan Management Company to make arrangements for storage. No bicycle is to be stored in the parking spaces or in any other part of the common area.

CONDOMINIUM RECORDS AND FILES

Every unit owner has the right to examine the files and records of the condominium. This information is kept with the management company and is available by making an appointment with Barkan Management.

OWNERS AND RESIDENTS HANDBOOK

The Trustees strongly encourage anyone who has suggestions for the HANDBOOK to submit it in writing to the Barkan Management Company. If you have an idea or suggestion that will make living at Fort Point Place more enjoyable for everyone, please let us know.

We hope this is helpful. As management is a central part of your community association, we welcome your input and look forward to working with you to make Fort Point Place an even better place to live.