

# Handbook for Residents

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# Excelsior Condominium

## Excelsior Condominium Owner Handbook

Dear Owner / Resident:

If you are a new Owner or resident in the building, the Board of Trustees welcomes you to Excelsior Condominium. We hope you find this handbook useful. Its intent is to create a more harmonious community for all residents, while providing abridged, simplified explanations of the rules of the Association's governing documents.

Unlike apartments, each unit is owned. Most owners live in the building, while others lease their units for investment purposes. For landlords it is important to know that your tenants are bound by the same rules, "*as if they were owners themselves*". Therefore, landlords have a duty to ensure that their tenants are provided with this handbook, and fully understand the environment by which they are living.

Please find information related to rules and regulations that all have to follow, based on both the condominium documents and the general needs of our community. In addition, there is some 'nice to have' community information. Please note that the terms used in these Rules and Regulations are used with the same meaning as in the Master Deed and the Condominium Declaration of Trust, as well as amendments established on an as needed basis. If discrepancies exist between this document, the Master Deed and the Declaration of Trust, the Master Deed and the Declaration of Trust are the ruling instruments.

The management company responsible for overseeing the common areas of the Excelsior is **Brigs, LLC**. Contact information can be found in the Community Information section. The Management Company enforces these rules on behalf of and for the good of the community, working with and for the Board of Trustees. If you have questions or concerns about anything in this handbook, please inform the Management Company and they will bring your concerns to the Board of Trustees for review.

This document is available for all Owners online at [www.brigsllc.com](http://www.brigsllc.com). Although we will send out new versions of this document when revisions are necessary, for the most current rules and regulations, please refer to the online document. **Attached to this document are several useful forms. Please make copies of these and keep them for your records/use.**

The Trustees meet regularly to handle condominium business. We welcome your input. Pursuant to the Condominium Bylaws, we also must hold an annual meeting for all Unit Owners. We welcome you and appreciate your suggestions and comments on making our home at the Excelsior a clean, safe and pleasant living environment for all residents.

Sincerely,

*The Board of Trustees  
Excelsior Condominium Association*

Excelsior Condominium Owner Handbook  
**EXCELSIOR CONDOMINIUM TRUST**  
**HANDBOOK**

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## **WHAT IS A COMMUNITY ASSOCIATION?**

By purchasing into a community Association, be it a condominium unit in a building like the Excelsior, townhome, or single-family home, the Owner agrees to abide by the community's pre-established guidelines and rules and regulations. The Owner will often live close to his or her neighbors, share common facilities, and voluntarily sacrifice certain freedoms, all for the cause of protecting communal property values and reducing nuisances. Reasonable restrictions, consistently enforced over time, will preserve the net value of the community and maintain a high quality of life for residents.

### **DEFINITION OF A COMMUNITY ASSOCIATION**

A community Association provides a communal basis for preserving, maintaining, and enhancing homes and property. All community Associations have three basic, defining characteristics:

- **Membership in the community Association is mandatory and automatic for all Owners.** This is unlike other Associations whose membership is voluntary.
- **Certain documents bind all Owners to be governed by the community Association.** These documents require mutual obligations to be performed by the individual Owner and the community.
- **Mandatory lien-based economic charges or assessments are levied on each Owner in order to operate and maintain the community Association.**

### **PURPOSE OF A COMMUNITY ASSOCIATION**

People choose to live in community Associations for numerous reasons. Many Association Owners value the inherent benefits offered by community Association living. Community Associations are designed to:

- Manage common areas of the property
- Manage property interests of Owners
- Provide certain services for Owners
- Develop a sense of community through social activities and/or amenities

### **ABOUT CONDOMINIUM LIVING**

Condominiums are the second most common type of community Association.

The condominium is a unique form of Ownership where the Owner typically only owns the air space, but not the physical boundaries of the Unit or the land underneath the Unit. The Owner additionally holds a shared interest in the common area. The separate interest is usually contained within a building.

The Owner's fractional shared interest may be equal or based on another system, such as square footage. For example, if there are 100 condominium Units, each Owner may own 1/100 of the common area or each Owner may own a fractional share based on the size of his or her home.

A condominium is distinguished from other community Associations by the fact that the Owners generally own common area as co-Owners. As long as co-Owners own some common area, however, the Association also may own property, as it does in a cooperative and planned community, depending on state law.

Many people think of condominiums as apartment buildings. However, condominiums come in other forms. In some states, mobile home parks, boat slips, and parking garages also can be condominiums.

### **COMMUNITY RULES, REGULATIONS, AND FEES**

Membership in community Associations is mandatory. When you buy a house or unit in a community Association, your real estate agent should provide you with a copy of the Rules and Regulations of the community and

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information on the Association dues. It is an Owner's responsibility to become knowledgeable of and abide by the rules and regulations as set forth by the community Association's governing documents. All present and future Owners, tenants, visitors and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, The Condominium and the Rules and Regulations all as they may be amended from time to time, and the items affecting title as described in the Master Deed. The acceptance of a deed or conveyance or entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trusts, the By-Laws thereof, and the Rules and Regulations, all as they may be amended from time to time, and said items affecting title, are accepted and ratified by such Owner, tenant, visitor or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

### **PURPOSE OF RULES AND REGULATIONS**

The fundamental purpose of community Association rules is to provide a basis for protecting members' equity in the development and to provide the framework within which people can live in harmony in a group situation. Specific purposes of rules also include:

- Enforcing the community's CC&Rs, bylaws, and policies in a fair, diplomatic way
- Protecting, enhancing, and promoting the purposes of the Association as stated in the legal documents
- Restricting and governing the use of the common areas and amenities
- Establishing architectural guidelines and controls for aesthetic value
- Establishing rules for the use of facilities by Owners, guests, and tenants
- Amplifying, expanding, clarifying, and interpreting the broad restrictions in the Association's governing documents
- Protecting and preserving the property and assets of the Association and the Owners

Most rules are merely expressions of Unit Owners being courteous and considerate of their neighbors, and respectful of their rights and investment in the community. For a purchaser, the rules establish the standards of lifestyle of that particular community. He or she should look elsewhere if this is not the standard that he or she wants and is willing to support, maintain, and enhance as an Owner-member.

### **COMMUNITY FEES**

All community Associations have fees (assessments) that must be paid to the Association. Depending on the Association, the assessments may be paid monthly, quarterly, or annually. Excelsior has monthly dues/maintenance fees.

*The fees cover such costs as:*

- Landscape and maintenance of common areas
- Utilities
- Snow removal
- Garbage collection
- Common area lighting
- Insurance

An increase in assessment fees may be necessary periodically to ensure that income covers expenses. Common reasons for assessment hikes include [increases in contractual operating costs], deferred maintenance, uninsured losses and reserve funding.

### **SECURITY**

The safety of all occupants of the building is of utmost importance. Living in a condominium, with other residents requires a heightened awareness of security issues. Although our neighborhood is generally safe, adherence to

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these rules is everyone's responsibility.

**ADMITTING GUESTS:** Do not open the door if you cannot identify the caller or cannot understand the message from the caller. Only buzz in guests when you are absolutely certain of their identity, and never allow anyone walk into the lobby behind you. Each person entering the building should use their FOB or get buzzed in through the intercom.

**UNIT KEYS/DOORS:** The Board and management recommend providing management with copies of your Unit keys. The keys are kept secure, and the only people with access are management and the after-hours maintenance. At all times, Owners will be notified in advance if access is needed. In the event of a fire or flood, management will not notify the unit owner in advance, unless time permits. It is not required, but if in case of emergency, the door needs to be opened, damage may occur to the door which will be the responsibility of the Unit Owner to have repaired/replaced. If you elect to not provide a key, then please understand that the Board or management company can enter your Unit during an emergency, in order to prevent additional imminent damages. The management company will not enter a Unit unannounced except in the case of an emergency and they are required to notify the Unit Owner if/when they must enter a Unit.

Owners may change the locks on their Unit entry door at any time, but all hardware visible from the hallways **MUST** be in compliance, meaning they match all other hardware, visible to the hallway. Please contact the management company with any questions. Nothing can be mounted to the outside of the unit door. Doors cannot be painted with any color or sheen. It must match all others.

**LOBBY ACCESS/FOBS:** Fobs to the building can be obtained from the management company. In the event you lose a fob please notify the property management company immediately. New fobs can be mailed to you. Replacement fobs cost \$25.00 each, and will be added to the unit owner's account.

**LOCK-OUTS:** If you get locked out of your Unit, you should contact a lock smith. If management has a spare key to your Unit, the Owner will be charged for all costs associated with providing the spare key to the Unit Owner.

**SAFETY INSTRUCTIONS:** The admittance of unauthorized persons into the building constitutes a threat. *It is therefore extremely important that all residents adhere to the following procedures:*

- Do not open the door for someone who claims they are making a delivery unless you are expecting a delivery from that particular vendor or delivery company.
- **Do not allow any person to enter the building behind you who you do not recognize.** Close and secure all doors after entering.
- **Never prop open the front door unless you are watching the entrance.** Unattended doors that are propped open will result in fines assessed to the Unit Owner.
- Never allow workers working in your Unit to prop open the front door unless the entrance is guarded. See also Rules for Workers.
- **Make sure the entrance doors are firmly closed** behind you. Improperly secured doors create the potential for a security breach. If there is a problem with an entrance door contact the management company immediately. **Do not assume someone else has called in the problem.**
- If you notice a suspicious-looking person in the building, or an actual breaking and entering to any Unit please call 911 immediately. Once the police have been notified please contact the management company.

## COMMON AREAS

**NO STORAGE IN COMMON AREAS:** There shall be no obstruction of any common area nor shall anything be stored in the common areas, including footwear, knick-knacks, and anything that might impede exiting the building in an emergency. This rule is per order of the Quincy Fire Department. Anything left in common areas unattended is subject to removal/disposal without additional notice at the Unit Owner's expense, as well as possible fines for failing to comply with the rules. Mats are allowed outside Unit entry doors only, and must not exceed the edge of the hallway wall.

**UNIT DOORS:** Owners shall not paint, stain, hang, attach, or otherwise change the color or configuration of any common portion of the building including the exterior of Unit doors, without prior express approval of the Board of Trustees.

**WINDOWS:** Nothing shall be hung, affixed or displayed on the inside and outside of windows, which can be seen from the outside. Signs of any kind are not permitted to be displayed where they are visible from the outside. No Unit may hang window treatments other than those provided.

**BLINDS & WINDOW TREATMENTS:** All window treatments must be completely white as displayed or shown from the outside of the building. Pictures, text, or flags, signs on or attached to window treatments, visible to the outside is prohibited.

**FLYERS/FOR SALE and other such signage:** No signs are permitted anywhere within the building nor on the exterior of the building. Business cards and other general sign paraphernalia are also prohibited, anywhere beyond the glass case by the mailboxes.

**TAIRWAYS AND LANDINGS:** By order of the Quincy Fire Department, stairways and landings must be kept completely clear at all times. Nothing may be stored there, temporarily or permanently. Anything stored/left in stairwells will be discarded, and if identifiable to the Unit Owner, that Owner will be billed back for all disposal costs.

**CORRIDORS:** No personal items (No umbrellas, boots, shoes, bicycles, etc.) shall be left in the corridors/hallways, including building entrance.

**FIRE REGULATIONS:** All doors to the stairs are fire doors. In accordance with the fire code, they must be closed at all times. The front doors in each Unit are also fire doors and must not be altered in any way. Hallway obstructions are fire code violations and will not be tolerated.

**AIR CONDITIONERS/HVAC UNITS:** HVAC Units must be maintained by trained professionals. If the Unit is not performing properly, the Unit Owner should contact a qualified HVAC vendor. If the Unit is making unusual noises, the Unit Owner should address it immediately.

**WATER HEATERS:** Water heaters should be properly maintained by a trained plumber. All water heaters must have a leader pipe, which goes directly to the drain. Leak alarm with auto-shut off. Board recommends having dielectric unions and fittings to help extend the life of the tank. All Units above the 1<sup>st</sup> floor MUST have a drain pan, as per plumbing code. Water heaters showing signs of rusting at the seams, fittings, or not producing ample hot water should be looked at by a licensed plumber for possible replacement. Failing to inspect and properly maintain water heaters, HVAC units, plumbing, and all components within the unit could result in the unit owner being considered negligent, should a water heater, as example rupture, causing water damage to adjacent units.

**SMOKING:** Smoking is not permitted in the common areas including stairwells, entrances, parking lot and grounds. All odors from cigarette, marijuana, cooking must be contained within the Unit. Residents should consider installing door sweeps and door insulation to help contain odors. Residents who are responsible to offensive odors traveling

to other parts of the building will be fined, which includes cooking foods.

**MAILBOXES:** Nothing should be affixed to the mailboxes. The last name and first initial of everyone living in your Unit should be placed on the inside of the upper back portion of the mailbox, so that only the mail carrier can see this. The Owner is responsible for updating this information. Only Unit numbers are to be listed on the mailboxes. In the event of a lost mailbox key, you should contact the local post office to purchase a new lock core and key. The mailbox may need to be drilled out unless you are at the mailbox at the same time as the mail carrier. They can assist you in removing the core. Cores should all be the same color and sheen. Management does not have extra keys for mailboxes.

**ROOF ACCESS:** Roof access is strictly prohibited, and inaccessible to all except vendors of the Association. Do not attempt to exit the building from the rooftop in the case of an emergency as the roof hatch is locked. Notify the management company immediately if the door to the roof is found unlocked and unauthorized persons are on the roof.

**ANTENNAS:** Antennas used for AM/FM radio, amateur ("ham") radio, CB radio, or Digital Audio Radio Services ("DARS") are not allowed to protrude out of the Unit windows.

**HOLIDAY DECORATIONS:** Wreaths are the only decorations allowed to be hung from Unit doors, and only from November 15<sup>th</sup> through January 2<sup>nd</sup>.

**LAUNDRY MACHINES:** The washers and dryers in each Unit are the responsibility of the Unit Owner to maintain. Unit Owners should ensure that all hoses, wires and other connections are tight and the hoses are not deteriorating. Dryer vents are cleaned every other year by the Association, but individual Unit Owners can arrange for their own dryer vents to be cleaned, but should save all receipts to provide to management for recording purposes. Unit Owners will be informed when it is time to have the dryer vents cleaned, and a schedule will be established for the clean out.

#### **TRASH ROOM:**

- All household trash must be disposed of properly and in appropriate trash bags.
- Bottles & other hard surfaced items should be wrapped before disposing in the trash chute.
- Liquids should not be dumped into the chute. This fouls the chute and requires significant cost to clean, resulting in extra costs to all Unit Owners.
- If the recycling barrels are full **DO NOT LEAVE RECYCLABLES ON TOP OF THE BARRELS**. Take them back to your Unit until they are emptied. Cluttering up the trash room makes it hard for the cleaning company to organize and maintain.
- Do not dump kitty litter unless it is bagged and tied properly.
- All boxes should be broken down and stood on end.
- Large furniture, fixtures, appliances should **NEVER** be left in the trash room, or outside of the building. Residents violating this will be fined every day the item(s) are left in the trash room, and if the Association disposes of them, will be charged for those costs, on top of the fine(s). If a Unit Owner wishes to dispose of a large item, contact management to arrange for this, or make arrangements with a private vendor, but under no circumstances should items be left in the trash room or inside/outside of the building. Video cameras are in the lobby & exterior of the building, and are used to identify residents breaking the rules.
- Each Unit Owner or resident is responsible for removal of large items or hazardous items not allowed in the trash including construction debris. All construction debris must be taken off site by your vendor(s).
- **No trash is to be stored in the hallways.** Any resident who does not comply with this rule or is found to have left trash scattered loosely or carelessly will be fined in accordance with the attached Schedule of Fines. If you have a large or hazardous item that needs to be disposed, please visit the City of Quincy website: [www.Quincy.org](http://www.Quincy.org).

**Prohibited Items:** Paint, TVs, renovation debris, monitors, or hazardous items or appliances/electronics.

**LOCK BOXES:** There is a lock box station to the left of the lobby. This is the only location for realtor lock boxes to be stored. Air B&B's are prohibited. Unit Owners should tell their realtors that if a lock box is left on the doors or gas meter/lines, they will be cut off and discarded, without warning. Any costs associated with the removal will be charged to the Unit Owner.

**UNIT OWNERS RESPONSIBLE FOR DAMAGE:** Unit Owners are responsible for any damage to common areas caused by their pets, tenants and/or guests. Unit Owners can also be held responsible for damage to mechanical, electrical or other building service systems, furnishings and installations caused by such misuse or negligence.

## PARKING

**SPEED LIMIT:** The speed limit is 10 MPH and strictly enforced. Unit Owners are responsible for the conduct of residents & guests in parking areas.



**PARKING SPACES:** Each Unit has been assigned or deeded 1 or 2 spaces depending upon their specific Unit. There are several handi-capped spaces that are either assigned or open to handi-capped visitors. Each vehicle must fit properly within its own parking space. Any vehicle illegally parked in these spaces will be fined and towed at Owner's expense, without advance warning. There are no parking stickers in use at the property. Visitor parking is for visitors only. Visitor parking is for one (1) 24 hour period. Any vehicle found to be parking for more than 24 hours will be automatically towed at Owner's expense, without warning. The unmarked spaces at the back, left hand side of the lot belongs to the High Point Apartments. Parking in those spaces is at vehicle Owner's own risk.

**Commercial Vehicle:** No commercial vehicles may be parked in assigned parking except with the written consent of the Trustees. Written consent must be provided prior to the vehicle's presence on the property. Any vehicle (passenger car, truck, van or motorcycle) registered or being used for commercial purposes, bearing commercial vehicle numbered plates (including trailers or semi-trailers) and designed and used primarily for the transportation of goods, wares, merchandise or equipment, or designed and used for the delivery of utility services or for field services related to maintenance/repair of buildings. All vehicles must be in operable condition. No maintenance/repairs may be done on any vehicle on the property. Vehicles may not be stored on the property.

### **A commercial vehicle is considered to be:**

- A vehicle that is permanently painted or sealed/adhered and plainly marked on any or all sides of the vehicle's body and/or windows with the name of the business entity displayed in letters or numbers or logos.
- A vehicle that has letters, numbers and/or logos
  - That exceeds three (3") inches in height with regards to the full business name displayed.
  - That exceeds two (2") inches in height with regards to the full business address and telephone number displayed.
  - Should the letters, numbers and/or logos adhere to the size restrictions above than the vehicle should only have one line of verbiage on the vehicle's entirety. Should it have more than one line of verbiage on it would be deemed a commercial vehicle and therefore not allowed.
- A vehicle with a height that exceeds 162 inches
- A vehicle with a width that exceeds 102 inches (excluding mirrors and certain safety devices).
- A vehicle that has one or all of the following: carry-ons, tool boxes, ladders, plows, roof-mounted light bar/strobe or other commercial equipment can be stored on or affixed to the vehicle.
- A vehicle that is "wrapped" in commercial lettering, graphics or designs.

**PARKING LOT/SPACE USAGE:** Storing, washing/cleaning or repairing vehicles is not permitted in parking spaces. Parking Lot is not to be used as recreational area for children.

**ACTIVE TOWING:** The Association has an agreement with Express Towing and Recovery (781-843-6909). If someone is parked in your assigned/deeded space, you can call them directly to have the vehicle removed. You are not charged for that tow. The owner of the offending vehicle will be charged by the tow vendor.

**CLEARING SNOW AND STORAGE:** When it snows keep an eye on the parking lot for the snow removal vehicles. It's a community effort that is needed to ensure our lot gets plowed in a timely manner. You could move your vehicle (at your own risk) to another area while the lot is being plowed, once the snow has stopped.

## **OWNER AND TENANT CONDUCT**

**OCCUPANCY RESTRICTION:** Units shall not be used for more than five (5) occupants related by blood or marriage or more than three (3) unrelated occupants.

**OWNER RESPONSIBILITY FOR TENANTS, HOUSEHOLD MEMBERS AND GUESTS:** Owners shall be responsible for all actions of their household, tenants, household help, guests, pets etc. Owners are reminded that they are responsible for damage caused by members of their household, their tenants or by guests of their tenants. Please note that neither Association nor Management Company interact directly with Tenants. Tenants are the exclusive responsibility of the Unit Owner (landlord). Requests for maintenance, keys, etc. must be made by the Unit Owner to management unless it's a burst pipe emergency. **Tenants are bound by the same rules as "if they were the Owner of the Unit"**.

**COURTESY HOURS:** Residents shall keep all noise to a level that will not disturb other residents. Residents should contact the Quincy Police if the noise from a neighbor is occurring during quiet hours. Unless management experiences the noise first hand, management cannot accept a he said/she said complaint on noise, other than documenting the occurrence. Anything louder than 70 decibels is considered a violation, except for approved vendors conducting work during the day, and permitted construction with a completed *Description of Work Form*.

**QUIET HOURS:** Quiet hours for the property are between **11:00 PM** and **7:00 AM**. Owners renting their Units are reminded that they are responsible for the noise violations of their tenants, as well as all fines.

**NOISE FROM RADIOS, STEREOs, MUSICAL INSTRUMENTS, AND ENTERTAINMENT SYSTEMS:** The volume of TVs, radios, stereos, musical instruments and entertainments system, should be at all times kept at a sound level which will not disturb the occupants of other Units. This also applies to workers in the Units.

**OFFENSIVE ACTIVITIES:** No offensive activities shall be carried on in the building, nor shall anything be done, either willfully or negligently, which may become an annoyance to other building occupants. No occupant shall make or permit any disturbing noises in the building by himself/herself, his/her family, household help, pets, employees, agents, guests and tenants, nor permit anything that will interfere with the rights or comforts of others.

**ODORS:** All odors from smoking, cooking and/or all other odors shall be maintained within the unit. Residents should install door sweeps, insulation around doors, and leave the vent on in the unit bathroom to prevent odors from traveling to other units. Residents who cannot maintain odors within their unit shall not be permitted to continue the activity until such time as the transfer of odors has been resolved.

**BUSINESS USE:** No industry, business, trade, commercial, professional or any other non-residential activities shall be conducted, maintained, or permitted in any Unit.

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**RESIDENTS TO COMPLY WITH ALL LAWS:** Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all rules and regulations of the City of Quincy. The Trust reserves the right to take action against Unit Owners who fail to adhere to City/State laws and regulations.

**HAZARDOUS MATERIALS:** No resident shall bring into or store anywhere in the building the following materials: Gasoline, Kerosene, or other flammable, combustible or explosive substances other than common household solvents.

**DELIVERIES:** Unit Owners must make themselves available to meet all delivery persons. The Management Company and the Association assume no liability for loss of or damage to deliveries left in common areas of the building. The cameras in the lobby are not there to identify missing packages. In the event that a Unit Owner wishes to pay to have the videos feeds reviewed, the Unit Owner will be billed \$90.00 per hour for reviewing video footage, plus any travel costs to get to and from the property.

**PETS/ANIMALS:** No animals, amphibians, arachnids, reptiles, rodents, livestock or poultry of any kind shall be raised, bred, kept or permitted in any Unit or in the common areas and facilities of the Condominium except under the following conditions: (maximum of 1 pet) may be kept in an Owner occupied Unit only, subject however to the following:

- i. In no event shall any dog that displays vicious tendencies including, but not limited to, growling, menacing, biting, charging or snapping be allowed at the Condominium.
- ii. One (1) service animal, as defined in the American with Disabilities Act of 1990, may be kept in any Unit, and not as a support animal, which must first be approved by the Board of Trustees.
- iii. Up to (2) two cats may be kept in any unit.
- iv. (1) One fish aquarium with a capacity not in excess of twenty nine (29) gallons may be kept in any unit.
- v. Animals permitted pursuant to subsection (i), (ii), (iii) and (iv) above shall be subject to the following additional conditions:
  - a. Prior to bringing any animal into the Condominium, a Unit Owner must obtain the prior written approval of the Trustees, which approval may not be unreasonably withheld after such Unit Owner has demonstrated compliance with all provisions of Section 11. of the Master Deed.
  - b. 1<sup>st</sup> Amendment to the Master Deed dated December 13, 2010, restricts tenants from having or keeping of any pets. Tenants found to be in possession of pets will be required to remove the pet immediately. The Unit Owner/landlord will be fined in accordance with the fine schedule, and fines will repeat daily until such time as the pet has been removed from the property, unless in accordance with Section 11 (iv), but still subject to Section 11.i through v, and all other limitations and requirements as if they were an Owner.
  - c. All dogs must be registered with the City of Quincy and proof of registration and inoculations must be submitted to the Board of Trustees, which approval may not unreasonably be withheld from owners after such Unit Owner has demonstrated compliance with all provisions of Section 11.i of the Master Deed.
  - d. Unit Owners must provide management with a list of all pets kept in the Unit. Unit Owners must provide information on New pets, if the past pet has left the property.
  - e. Pets must not be walked on the grass, under any circumstances. Pet Owners will be fined for allowing their pet to go on the grass.
  - f. All pets when outside of the Unit MUST be on a leash, in a carrier, or carried. This is in accordance with the Commonwealth of Massachusetts Leash law, and Master Deed.
  - g. Pet Owners MUST clean up pet waste. Owners will be fined for not cleaning up after their pet.
  - h. A Unit Owner who violates any of the terms and conditions of Section 11 or which causes damage to or requires clean-up of any Unit or common area & facilities, or which is offensive or causes or creates any nuisance or disturbance or noise shall be fined. Please refer to section 11 for further information.

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- i. Upon 30 days written notice from the Trustees, and upon their sole discretion, any violation of Section 11 may result in an order of permanent removal of an animal from the Condominium.
- j. Pet owners must not allow their pet to roam the hallways unleashed.

### Screening & Registration

- A pet registration form must be obtained and completed with the management company within two weeks of a pet move-in.
- All approved pets must be registered at all times with the management company. Any changes in pet Ownership must be reported and registered with the Management Company within 48 hours.
- The Unit Owner must provide the most current vaccination report, pet license and tag, from the City of Quincy animal control.

### Additional Restrictions

- Cat litter may not be disposed of in toilets or down the trash chute as loose materials.

### Enforcement

- Please notify the management of any complaints, along with the City of Quincy, regarding ***Disturbing the Peace and Nuisance Complaints***.
- Any resident or Trustee observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance.
- If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Trustees, through the management company. If the Board is in agreement with such complaint, the Unit Owner will receive written notice of the violation.
- If upon the 2nd violation(s) the problem is still unresolved, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.
- The Board of Trustees may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the housing community and its residents. No such action of the Board of Trustees shall be taken without a meeting, of which at least 3 day's written notice has been given to the Unit Owner responsible for said pet, and the opportunity at the Trustees' meeting for the Unit Owner responsible for the pet to be heard. If so determined, the Unit Owner will have 30 days to remove the pet from the premises.

If any person shall make a complaint in writing to the Dog Officer that any dog owned or harbored within his jurisdiction is a nuisance by reason of vicious disposition or excessive barking or other disturbance, the Dog Officer shall investigate such complaint, which may include an examination under oath of the complainant and submit a written report to the official of his findings and recommendations, together with the written complaint.

**FEES AND ASSESSMENTS:** Payment of monthly fees, fines and assessments can be sent to the Management Company and checks made out to the **Excelsior Condominium Trust**. Monthly condo fees are due the 1<sup>st</sup> of each month. There is a \$25 late fee if any balance on the account due is not paid prior to the 15<sup>th</sup> of any month. Payments must be made on time to ensure continuous building operations and uninterrupted special projects. Unit Owner's delinquent on payments will be subject to collection proceedings and will be responsible for all collection costs, which include attorney fees. The easiest way to guarantee that you will not have a late fee or miss a payment is to sign up for direct debit at no added cost. Contact the management company/client services for more information.

**SOLICITING:** Soliciting of any kind is not authorized within Excelsior Condominium. This includes "For Rent" and/or "For Sale" signs.

Excelsior Condominium Owner Handbook  
**CLEANING AND MAINTENANCE**

**CLEANING:** The Association engages a cleaning service for general cleaning and maintenance of the common areas. They are responsible for normal cleaning duties and are paid based on the amount of anticipated cleaning necessary. We should not be leaving excessive dirt and debris for them to clean. If you or your contractor is responsible for a mess, you are responsible to clean it up.

**IN SINK GARBAGE DISPOSALS:** Use common sense when using your garbage disposal. Do not dispose of food items that can cause excessive build up. For example, combinations such as grease and rice can clog the waste pipes when they hit the first floor, which in turn causes backups into first floor Units. Always flush with plenty of hot water. When in doubt, throw it out. Grainy fibrous items such as onions skins, celery, egg shells, coffee grounds should never be discarded into a disposal.

**PEST CONTROL:** There is a routine treatment in the Common Areas for pests. However, if you have any **evidence of pests or insects** in your Unit, please immediately inform the property manager. A serious infestation may require a simultaneous extermination in all Units. For in Unit service, the Unit Owner is responsible for those costs.

**HEATING:** We all pay for heat in the common area as part of the monthly fee. Every Unit Owner has their own HVAC Unit, which should be inspected annually by a trained professional.

**REPAIR AND CONDITION:** Unit Owners shall keep their Units in a good state of preservation and cleanliness per the condominium documents. All mechanical, electrical and plumbing devices must be inspected by trained professionals. Water heaters which pose the greatest threat of damage to other Units must be maintained and inspected periodically to ensure they are in sound condition. All water heaters should have a catch drain pan, leader pipe to the drain, leak alarm w/auto shut off and dielectric nipples and unions. Unit Owners are responsible for ensuring their water heaters are performing properly. Landlords should conduct periodic inspections of their unit to ensure the system is not showing signs of deterioration.

**LANDLORDS:** The greatest danger any Association faces is with absentee landlords. Absentee landlords historically do not conduct proper back ground checks of potential tenants before leasing to them, or by not checking in on the unit periodically to ensure that the unit is being maintained in a clean condition, that faucets are not dripping, caulking and sealants around tub/shower areas are in good condition, or that food products are properly put away and the unit in total is clean and not inviting roaches and rodents, or that illegal activities may be taking place in the unit.

A good landlord conducts Cory checks, background checks on potential tenants. Does periodic 6 month inspections. Reminds tenants of their obligations to maintain a clean unit.

**OWNER IMPROVEMENTS:** Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000) within (20) days after commencement of construction of such improvement and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to The Declaration of Trust Section 5.8.6 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, restoration or rebuilding of any such improvements not so reported to the Trustees unless otherwise consented to by unanimous vote of the Trustees.

**EQUIPMENT COMPLIANCE:** All radio, television, computers or electrical equipment and appliances of any kind used in each Unit shall fully comply with all rules, regulations or recommendations of the Board of Fire Underwriters, or a similar Board, and the public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any equipment or appliance.

## Excelsior Condominium Owner Handbook

**PLUMBING:** Some common plumbing between Units is the responsibility of the Trust, but generally the plumbing in each Unit and plumbing attached to common plumbing is the responsibility of each Unit Owner. The management company can help Unit Owners obtain a plumber for you should you need one, but for most common plumbing maintenance and repairs you should find a local plumber. Some phone numbers are listed in the Community Information section.

**WATER SHUTOFF:** If, due to an in-Unit issue, you need to have the common area water turned off, this must be performed by a licensed and insured plumber and must be coordinated with the property management company several days in advance. The Association's plumber is the only firm who can turn off the building's main water. For all plumbing work, a copy of the plumber's insurance certificate is required listing Excelsior Condominium Trust and Brigs, LLC as additionally insured, a copy of the permit(s), a work order from the Unit Owner, listing dates and times of the work, and the vendor needs to be told that all debris must leave with them. These documents are to be sent to the property management company in advance of the water shutoff or Unit work. The Water shutoffs will only be scheduled after 10 AM Monday through Thursday. Permission is needed for weekend work and for shutting down the water. In the instance of water shut-offs, the plumber may need to return to the building to address resulting issues of air in the lines; the cost of this work is the responsibility of the Owner shutting off the water. The plumber should contact the property management company for further procedures related to water shutoffs in the building. The unit owner will be responsible for paying for all costs associated with a building water shut down, which includes the association plumber for the water shut down and restoration of water services. This can be avoided by using the Association plumber for the work needed in the unit.

## INSURANCE

The Trust's Master Insurance Policy is with HUB International Insurance. You may contact them directly for insurance certificates (these are needed for sales, re-finances & are from time to time requested from mortgage companies). The management company can also obtain these for a fee. No Owner shall permit anything to be done that will result in the cancellation or increase of premiums of insurance on the building, or contents thereof.

Patrick Noone  
HUB International  
978-661-6725 [Patrick.noone@hubinternational.com](mailto:Patrick.noone@hubinternational.com)

**WATER DAMAGE FROM A UNIT ABOVE:** As an example of how insurance works, if a unit above you has a burst water heater, which causes damage to your unit, that unit owner is **NOT** responsible for paying for or repairing your unit. You would need to file a claim with **your** insurance agent.

**WATER DAMAGE OR OTHER LOSS-NOTIFICATION:** In the event of a water loss, or similar significant loss, the unit owner should immediately go to the upstairs unit to inform them that water is leaking into your unit, and to stop whatever it is they were doing, to minimize the damage. If the upstairs unit is not causing the leak, contact the Quincy Fire Department dial 911. Immediately afterward contact the management company. Your property manager will help get the necessary vendors in motion to mitigate the water. This is crucial to limiting potential mold development, which can occur within 72 hours.

**FIRE RULES:** Owners shall comply with the rules and regulations of the New England Fire Rate Trust and with the Rules and Regulations contained in any fire insurance policy upon this building or the property contained therein.

**DAMAGE BY FIRE:** Fire damage or any other damage or accident affecting individual Units and/or the Common Areas must be promptly reported to the Management Company immediately following its occurrence.

**CASUALTY:** Upon the occurrence of a casualty to one or more Units and/or to the Common Area, the Board of Trustees alone shall handle the portion of the claim that is covered by the Trusts master insurance policy in accordance with the Master Deed.

## Excelsior Condominium Owner Handbook

**PERMANENT IMPROVEMENTS:** Prior to the anniversary date of the Trust's master insurance policy (June 7<sup>th</sup>), Unit Owners shall inform the Board of Trustees in writing of the nature and cost of any permanent improvements which they have made during the prior year. Any improvements of a "real estate" nature, rather than personal property, fall under the coverage of the master policy. This translates to improvements that are permanently attached to the Unit. At the time of the annual renewal of the policy, the coverage will be adjusted to reflect such improvements. Failure to provide such information may result in those improvements not being covered by the master carrier, in the event of a loss.

**PERSONAL PROPERTY INSURANCE:** Insurance on the contents of Owner's Units and personal liability insurance are matters of individual concern and should be reviewed with each Owner's insurance representative. Coverage of this nature may affect the building structures and systems as well. It is important that Unit Owners carry such insurance and tenants carry rental insurance. The insurance coverage for the building includes a deductible for damage. Owners should advise their insurance agents of the deductible amounts and inquire about the applicability of "all perils" coverage. Owners should note that property insurance obtained by the Unit Owner should meet the master deductible amount, which as of this Version is \$25,000. If an owner does not obtain a home owners insurance policy, the unit owner will be responsible for the first \$25,000 out of pocket. H06 Policies are what Unit Owners will need to protect themselves for not only property damage, but personal property insurance as well. In the event of alternate housing needs, Unit Owners should consider alternate housing coverage, and should also make that recommendation to their tenant(s). Master carrier will not cover alternate housing.

**EFFECT ON INSURANCE:** No Owner shall use his Unit in such fashion as to result in the cancellation of, or increase in the cost of, the insurance on the Condominium, except those uses resulting in increases in premiums may be made by specific arrangement with the Board of Trustees. In these cases, the Owner would be responsible for the payment of such increased insurance cost.

### FIRE AND OTHER EMERGENCIES

**FIRE:** If there is evidence or suspicion of fire anywhere in the building call the Fire Department (911), and notify the property manager immediately afterward. Do not try to handle the situation alone. Leave the building.

**PREPARE FOR FIRE:** Familiarize yourself and your household with your evacuation route, the location of the two stairways on your floor, and the location of fire extinguishers and pull stations.

**FIRE EXTINGUISHER:** It is recommended that you keep a fire extinguisher near an exit door inside your Unit, to aid in extinguishing small fires. We suggest the all-purpose dry-chemical type of extinguisher that is both UL and FM approved, and weighs about two and one half pounds. To make sure that your extinguisher is in working condition, check the pressure read-out gauge regularly and replace the Unit immediately if the pressure is low. Additionally, all common area hallways have one fire extinguisher for use in emergencies.

**SMOKE AND HEAT DETECTORS:** It is mandatory that each Unit is equipped with proper smoke/heat detectors. Best practice would be to check that they are functioning properly at least monthly, and to inspect batteries annually. If your alarm(s) are beeping, it likely means the battery back-up is low, or the Unit needs to be replaced. Owners can buy these locally at Home warehouse suppliers.

**FIRE ALARMS:** In case of a fire alarm, all occupants must immediately evacuate per order of the Quincy Fire Department. Residents failing to evacuate when the building fire alarm sounds may be fined by the Quincy Fire Department.

**IF YOUR UNIT IS ON FIRE:** If the fire is in your Unit, keep doors and windows closed to reduce the amount of oxygen feeding the fire. If you need to leave your Unit, place your hand on the exit door first. If the door feels warm, do not attempt to open it this indicates a possible fire in the corridor. If the door is not warm, carefully open it a small amount to check for smoke in the corridor. If you feel the corridor can be used, close your Unit door behind

## Excelsior Condominium Owner Handbook

you so the fire or smoke will be contained inside your Unit and will not spread to other areas. Holding a wet towel or cloth over your mouth and nose is a suggested protection when crossing smoke filled spaces. It is suggested that you leave your door unlocked, to permit quick access by the Fire Department. Once at a point of safety, call 911, pull the fire alarm, and notify the management company.

**CARBON MONOXIDE DETECTORS:** It is mandatory (per MA law) that each Unit is equipped with proper carbon monoxide detectors.

**FLOODING:** If possible, determine the source of water and shut it off. Report the flooding/leaking immediately to the management company. If the source of the water is from a Unit above, go up to that Unit and ask them turn off the water. **Call the property manager right away to report the leak. If after hours, call 617-536-4900. Report the damages to your insurance agent, if you intend on filing an insurance claim.**

## MOVING AND DELIVERIES

**LEASING OF UNITS:** No Unit shall be rented, let, leased, or licensed for use or occupancy for less than 1 year. No Unit shall be used or rented for transient or hotel purposes or Air B&B. Only names on the lease will be added to the intercom system.

Unit Owners who wish to lease a Unit must begin with ensuring that the Tenant Lease Amendment is added to the tenant lease agreement as an addendum. Unit Owner should review the *Role of Being a Condominium Landlord*.

The Unit Owner must provide the following to management:

- Name, phone number, mailing address and street address of the Unit Owner
- Name of the lessee(s), email and phone numbers for all tenants, and, if different, the natural person who will be responsible for the lessee's compliance with these rules
- A copy of the executed lease including commencement and termination dates
- Lessee's vehicle information: Make, model, and license plate number
- Signed *10-Day Notice of Scheduled Move* form along with \$50.00 move in payment
- Signed *Agreement to Adhere to Rules and Regulations* form from the Tenant and Owner
- Name and number(s) to be listed on the intercom system

**MOVING AND DELIVERY:** Without exception, all move-ins, move-outs, furniture and appliance deliveries must be scheduled in advance through the management company. Violations of this policy will result in a fine being assessed to the Unit Owner in addition to the move in/out fee.

**TEN-DAY NOTICE REQUIRED:** The Management Company must be provided with a 10-business day written notice of any scheduled move date and time (in or out). A form is enclosed with this packet. See *10-Day Notice of Scheduled Move*. This allows the Management Company to schedule an inspection of common areas for damage both before and after the move. A non-refundable **\$50 moving fee** must be paid 10-days in advance of the scheduled move. This fee helps offset the cost of normal wear and tear of common areas affected by moves. The fee ensures that the Trust will have the funds needed to repair any significant damage above and beyond normal wear and tear. Damages to the common areas due to a move in or out, will be assessed to the Unit Owner, up and above the \$50.00 move fee.

**The fine for a move in/out rule violation is \$50 for the first offense and increases by \$50 for each additional offense. As with any fee, when an Owner sells a Unit, outstanding moving fees and all fees must be paid prior to release of the 6D certificate.**

**PLAN YOUR MOVE EARLY:** Coordinate with the property management company on your move as early as

## Excelsior Condominium Owner Handbook

possible, especially when selling your Unit. The property management company will help you with your 6D certificate, and the condo questionnaire that your prospective buyers will need. The property management company utilizes a 3<sup>rd</sup> party vendor for all questionnaires. Contact your property manager for assistance.

**MOVING TIMES:** All moving must be scheduled and performed from 9 AM to 5 PM. If other times are requested, you must work out alternative times with the management company at least one week in advance. Generally, moves are not approved after 5 PM. Holding of any elevator is not allowed, due to the 8 floors of units.

**MOVING DAMAGE:** All damage or destruction to the common areas caused by the move will be repaired by the Trust at the Unit Owner's expense. Any harm to occupants caused by the move or caused by neglecting the required security precautions will be at the full expense of the moving Owner, regardless of the amount.

**DOORS MUST REMAIN GUARDED:** For your safety and for the safety and security of all building residents, all entrance doors must remain closed during a move or large item delivery/removal. If you need to prop a door open to facilitate the move, then you **must** provide someone to monitor the door to ensure that no one comes into the building unless they either reside here or are buzzed in by a resident. ***If a door is left propped open and unattended, a \$50 fine will be assessed to the Unit Owner.***

**PASSING OF KEYS/INFORMATION:** If you sell or lease your Unit, please ensure the occupier is provided with Unit keys, FOBs and *Handbook for Residents*. Owners are responsible for the replacement cost of these items.

## REPAIRS AND RENOVATIONS

**NOTIFICATION OF RENOVATIONS:** When a Unit Owner plans renovations or repairs, the property management company must be notified two weeks in advance by completing and submitting the *Description of Work Form*. This form can be found in the back of the handbook or by contacting the property management company. All contractors performing work on any Unit or common area of the condominium must be licensed and insured. Additionally, it is the Owner's responsibility to ensure their workers park in visitor parking. Vehicles parked in front of the building will be towed immediately.

**Unit owners are responsible to ensure the following: All outside vendors, other than the Association vendors are required to provide the following:**

- General liability insurance certificate, listing Excelsior Condominium Trust and Brigs, LLC as additionally insured. This certificate must be emailed directly from the insurance agent to [rploss@brigsllc.com](mailto:rploss@brigsllc.com)
- Workers compensation certificate
- Copy of contractor's license
- Scope of work to be performed, and any plans drafted
- Any Association related needs such as power/water shut down
- Work request form completed with dates of service.

Failure to provide the required information may result in fines being assessed to the unit owner daily, until all of the forms have been received by the management company.

**CONSIDERATION OF NEIGHBORING UNITS:** Work done to a Unit which might inconvenience others must be performed so as to minimize inconvenience. Please inform neighbors if construction will be noisy via the property management company. Owners must consider the building's age and condition plus possible damage. Owners are liable for any damage incurred to common elements, or adjacent units. Structural unit components involved in a remodel, must be approved by the Trustees and a report submitted by a structural engineer, at owner's expense attesting that the work will not impact the performance of the structural elements.

**HOURS OF WORK:** Work must commence weekdays after 9 AM and end by 5 PM. If waterlines must be shut, this must be performed by a licensed and insured plumber and must be coordinated with Management several days in

## Excelsior Condominium Owner Handbook

advance. Water shutoffs will only be scheduled after 10AM and not on Fridays. Permission is needed for weekend work and for shutting down the water. In the instance of water shut-offs, the plumber may need to return to the building to address resulting issues of air in the lines; the cost of this work is the responsibility of the Owner shutting off the water. Please refer to the "water shutoff" section above for additional information.

**NO PROPPED OPEN DOORS:** Residents, their guests, workers and contractors must not leave any of the doors on the ground floor propped open and unattended. *If a door is left propped open and unattended, a \$50 fine will be assessed to the Unit Owner.*

**BUILDING PERMITS:** All necessary permits must be obtained prior to start date of any construction.

**COMMON SPACE ENCROACHMENT:** Any alterations that encroach upon Common Areas require prior approval of the Board of Trustees and possibly an approval vote by Unit Owners.

**INSURANCE CERTIFICATE REQUIRED:** Contractors and sub-contractors without proper insurance will not be allowed to work in the building. A copy of the insurance certificate for each contractor is required and shall be deposited with the Management Company and must name Excelsior Condominium Trust, and Brigs, LLC as additionally insured.

**STRUCTURE OF BUILDING:** Nothing shall be done in any Unit or to Common Areas, which will change, endanger or impair the structural integrity of the building.

**HARDWOOD/LAMINATE FLOORS:** A work order must be submitted for Board approval for any flooring project. The building was designed with a minimal level of soundproofing. When the subflooring and/or carpeting are removed, the soundproofing is greatly deteriorated. Hardwood and laminate floors should rest on a double layer of subfloor insulation and not directly on the concrete slab, with the exception of ground floor Units. Failure to follow this procedure may result in a fine of \$30 per day until a mutually agreed upon agreement has been determined by the Board of Trustees, to ensure a double layer of underlayment has been installed.

**DEBRIS:** Owners must ensure that workers keep common areas clean. Workers are forbidden to use any drains within the building for disposing of cement, plaster, paint, oil or other materials. Disposal of debris is the responsibility of the Owner and is not to be included with building trash. Violators will be fined and held responsible for debris removal costs. If you have a large or hazardous item that needs to be disposed, please visit the City of Quincy website: [www.Quincy.org](http://www.Quincy.org).

**BOARD OF TRUSTEES MAY HALT WORK** if the above procedures have not been followed.

**COPY OF RULES FOR WORKERS:** Residents must give a copy of the "Rules for Workers" (located in this handbook) to all workers/contractors.

**MAINTENANCE NEEDS:** The property management company has a 24/7 EMERGENCY maintenance service. Calls to the after-hour service are assessed to the Association unless maintenance is dispatched, and if for a specific unit need such as a lock out. This will be billed back to the Owner if the call was related to an Owner maintenance need, and not an emergency. All maintenance costs will be billed to the Trust. In the event the cost was related to a Unit specific issue (leaky toilet, shower valve, etc.), the cost will be billed back to the Unit Owner responsible. Please only call the 24-hour service in an emergency.

## Excelsior Condominium Owner Handbook

	<b>Regular</b>	<b>Rush</b>
Escrow & Lender Questionnaire or Certificate	Contact Management Company	Contact Management Company
Settlement, Appraiser coordination & New Owner Set-up Fee	Contact Management Company	Contact Management Company
Resale Certificate – 6D	Contact Management Company	Contact Management Company
Condominium Documents	Contact Management Company	Contact Management Company
Seller's Packages (there are other packages that cost more with more items included but this is the standard package)	Contact Management Company	Contact Management Company
Lockout Service	Contact Management Company	Contact Management Company

### UNIT OWNER FEES PAID DIRECTLY TO MANAGEMENT COMPANY

#### INDIVIDUAL UNIT OWNER CHARGES

These costs are paid from the Trust to Agent that are then assessed to the Unit Owner

Returned Check Notice Charge (includes fee from the bank)	\$60.00
First late notice or overdue assessment notice	\$25.00
Final Demand Letter	Contact Management Company
Notice of Intent to Create a Lien	Contact Management Company
Turnover charge to attorneys	Contact Management Company

Excelsior Condominium Owner Handbook

**SCHEDULE OF FINES**

Violations will result in fines that will be paid to the Trust. Although fines have been with us for a long time, the proper enforcement of them has not. Without written rules it is hard for any company managing Excelsior to act. Keep in mind that these fines are meant to help make this one of the best places in Quincy to call home, and that fines are common in communities like ours. If you witness a violation and the management company is not present, do your part and notify the management company so that they can enforce these rules on for the good of the entire Trust. **Fine structure is as follows: 1<sup>st</sup> Offense (Notice of Violation), unless violation is such that a fine is deemed warranted by the Board of Trustees, 2<sup>nd</sup> Offense \$50.00, 3<sup>rd</sup> Offense \$100 and a referral to the Association Attorney. Each day a violation continues after notice shall be considered a separate violation.**

Violations that endanger the health, safety and welfare of others and/or pose a substantial threat to property shall be subject to such additional fines in amounts as the Trustees in their discretion may determine. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). If any expense is incurred by the Board as a result of a Unit Owner(s) failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules & Regulations, or by misconduct of a Unit Owner or his family members, tenants, or invitees the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that Unit and shall be enforceable as a common expense.

<u>Violation</u>	<u>Fine</u>
Entrance doors left open and unattended	\$50.00
Noise violations	\$50.00 each additional violation is \$100
Garbage, improper disposal	\$50.00 + disposal costs
Move Violations	\$50.00 & increases by \$100 for each offense
Failure to provide move information as described	\$250, plus \$50 move fee in or out
Items left in common areas	\$50.00 per day
Animals: Unauthorized/Failure to Notify	\$50.00 per day
Pet damage to common areas	\$50.00 + Repair/Replacement Costs
Smoking in the common areas	\$50.00 each additional violation is \$100 plus cleaning costs
Vandalism of the common areas	\$500.00 + Repair/Replacement Costs

Other Violations of Rules and Regulations Warning for first violation; \$50.00 for the second violation. Third violation of \$100 and referral to Association attorney. All subsequent violations of same Rule and Regulation \$100 and increase in amounts of \$100.00 from the previously assessed fine (or such other amounts as the Board of Trustees determines to be reasonable and proper), until such violation activity has ceased.

*Schedule of Fines is provided for the convenience of Unit Owners only, and shall not be construed as an exclusive list of such fines. The Board of Trustees reserves the right to add or to change this schedule of fines, and to assess fines for violations of the Rules and Regulations of the Excelsior Condominium Trust which are not specified in this Schedule at any time and in their sole and unrestricted discretion. Any damage to the Common Areas or Facilities of the Condominium caused in connection with a violation of these Rules and Regulations shall be the responsibility of the applicable Unit Owner and shall be assessed against such Unit Owner in addition to the applicable fine. The managing agent of the Condominium may charge fees not set forth on this Schedule for certain activities or requests of Unit Owners. For additional information relating to such fees, contact the managing agent directly.*

Excelsior Condominium Owner Handbook  
**EXCELSIOR CONDOMINIUM ASSOCIATION**  
**RULES FOR WORKERS**

**Managed by: Brigs, LLC. 617-536-4900**

**WORKERS: PLEASE CAREFULLY READ THE FOLLOWING RULES WHICH SHALL APPLY TO WORK PERFORMED WITHIN THE BUILDING.** FAILURE TO ADHERE TO THESE RULES COULD RESULT IN YOUR BEING ASKED TO CEASE AND DESIST ALL WORK AND MAY RESULT IN YOU BEING PREVENTED FROM WORKING ON THESE PREMISES IN THE FUTURE.

**SECURITY:**

- Any doors into the building should never be propped open and/or left unattended.
- Never let anyone you do not recognize follow you into the building.

**TRASH, DEBRIS AND LIQUIDS:**

- Hallways & stairways must be **kept free** of trash & debris. They must be left in the same condition as they were before construction/work was performed at the end of the day.
- Disposal of debris is the Unit Owner's responsibility. It is **not to be included** with the building trash, as the trash collectors will not pick up. Please make arrangements with the Unit Owner/vendor.
- Liquids: No paints, oil, or other materials such as plaster are to be put down any drains or trash chute.

**HOURS, SMOKING:**

- Smoking is **not allowed** in the entrance, hallways or stairways.
- Work may not begin before 9 AM and must end by 5 PM-work is only allowed on weekends by special permission.

**PLUMBING:**

- Management must be informed of all plumbing work that requires the potential interruption or the shut off water service to the building at least two days in advance.
- No work which requires the main water to the building to be shut off shall be performed before 10:00 AM or on a Friday, Saturday, or Sunday, unless with express permission of the management company.

**ELECTRICAL:**

- Management must be informed of all electrical work that requires the potential interruption or the shut off electrical service to the building at least two days in advance.

**PARKING:**

- Contractors must utilize the visitor spaces or park on the street. Vehicles parked in front of the building, in a tow zone, or on the side of the building will be immediately towed. It is your responsibility to communicate this to your contractor.

Excelsior Condominium Owner Handbook

Complete all sections of this form. Incomplete forms will be rejected.

**DESCRIPTION OF WORK FORM**

To: Brigs, LLC.  
From: \_\_\_\_\_, Unit Owner  
Unit #: \_\_\_\_\_  
Date submitted: \_\_\_\_\_

**Descriptions of Project (Please describe *what you are having done to your Unit* and anticipated cost)**  
\_\_\_\_\_  
\_\_\_\_\_

Projected Start Date: \_\_\_\_\_  
Projected Completion Date: \_\_\_\_\_

Name, address, and phone number of Contractor(s) and Insurance:

*(Please note: Contractors without insurance will not be allowed to work at The Excelsior Condominium. A copy of the insurance certificate for each contractor is required. If you are acting as your own contractor, then the insurance certificate(s) apply to the sub-contractors.)*

Contractor's Name and company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Contractor's Name and company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Contractor's Name and company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Contractor's general liability certificate must contain the following language: Excelsior Condominium Trust and Brigs, LLC are to be listed as additionally insured. If such language is NOT included, said contractor is not permitted access to the property.**

Copy of contractor insurance certificates enclosed Yes \_\_\_\_\_ No \_\_\_\_\_  
Copy of contractor's contractor license Yes \_\_\_\_\_ No \_\_\_\_\_  
City Building Permits required: Yes \_\_\_\_\_ No \_\_\_\_\_

Mail to: Brigs, LLC ATTN: Rick Ploss 185 Dudley Street, Boston, MA 02119  
Email: [rploss@brigsllc.com](mailto:rploss@brigsllc.com)  
Fax to: (617) 247-7500

Complete all sections of this form. Incomplete forms will be rejected.

**10-DAY NOTICE OF SCHEDULED MOVE**

*Please print clearly. To be filled out by the Unit Owner, not the tenant.*

To: **BRIGS LLC** Phone: (617)-536-4900  
Email: **clientservices@brigsllc.com**

From: \_\_\_\_\_, Unit Owner      Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

**Please be advised that a move has been scheduled as follows:**

Circle One:              Move – In              Move – Out  
(If moving out, new address required)

Date: \_\_\_\_\_                      Time: \_\_\_\_\_

Moving Company: Yes / No              New Address: (If applicable, Otherwise Unit)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Non-Refundable \$50 Move in/out Fee Enclosed:** Check # \_\_\_\_\_

I, the above referenced UNIT OWNER recognize and agree that all damage or destruction to the common areas caused by the move will be repaired by the Trust at my expense. Any harm to occupants caused by the move or caused by neglecting the required security precautions will be at the full expense of the moving party, regardless of the amount. I further agree to secure or guard all doors during the move and recognize that a \$50 fine will be assessed if a door is propped open and left unattended. Furthermore, I understand that the only elevator to be used has the elevator pads, and blocking off either elevator is prohibited, and will result in a fine.

*Please enclose applicable checks payable to: Excelsior Condominium Trust*

**Signature of Unit Owner** \_\_\_\_\_

Mail to:              **Excelsior Condo Trust**  
C/O BRIGS LLC.  
PO Box 970075. Boston, MA 02297

Include Unit # \_\_\_\_\_

# Pet Registration/Renewal

This form is to be completed by Owner

Unit Owners are required to complete, sign, and return this registration form. A recent photo must accompany this registration form for our files. **Pets are limited to 1 dog and up to 2 cats and may be kept in an Owner occupied Unit only (tenants may not have pets).** Failure to register your pet will result in a fine of \$50.00. Continued non-compliance with registration will result in daily \$50 fines until resolved. If an approved pet is no longer residing in a Unit, please contact the management company as soon as possible.

## Registration Type

First Time Registration       Renewal  
Annual Renewal Period  
(May 1 - May 30)

Management Company Only	
<input type="checkbox"/>	Received current photo of this pet
<input type="checkbox"/>	Received statement signed by Veterinarian
Assigned Registration # _____	

## Owner of Record Information

Owner Name \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ Unit # \_\_\_\_\_

Daytime Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Evening Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Cell Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Pet's Name \_\_\_\_\_  
Breed \_\_\_\_\_  
Sex (circle): M F (circle): Spayed Neutered  
Age: \_\_\_\_\_ Color(s): \_\_\_\_\_ Weight (lbs): \_\_\_\_\_

### Quincy Registration Information (dogs only):

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Rabies Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## Pet Screening, Registration, Restrictions, Behavior, and Enforcement

**Violation of Pet Rules and Regulations will subject the Unit Owner to the following fines and/or penalties:**

- First Offense: Warning letter with an indication of the fine and sanction for further infractions
- Second Offense: \$50 fine and Board appearance
- Third Offense: \$100 fine and Board appearance, potential removal of the pet

By signing this form, I certify that I have read and understand all rules pertaining to pet Ownership within Excelsior Condominium Association. Furthermore, I understand that the rules can change from time to time and it is my sole responsibility to be aware of rule changes and check for changes in rules with management company. I will supervise such pet at all times in such a manner as to prevent its' becoming objectionable or a nuisance in compliance with the Declaration of Trust and the Rules and Regulations. I also acknowledge that the Board or the management company will enforce and address violations.

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

Excelsior Condominium Owner Handbook  
**EXCELSIOR CONDOMINIUM TRUST**  
**AGREEMENT TO ADHERE TO RULES AND REGULATIONS**

In order to ensure a well-run building, the Board of Trustees of the Excelsior Condominium Trust, pursuant to the Condominium Bylaws and M.G.L. Chapter 183A, Section 10(b)(5), asks each of the Unit Owners and their Tenants to familiarize themselves with these Rules and Regulations and Schedule of Fines. Please note that the terms used in these Rules and Regulations are used with the same meaning as in the Master Deed of the Condominium and the Condominium Bylaws. Additionally, where appropriate, the term "Unit Owner" shall include all family members, guests and their invitees, as well as any tenants, users and other occupants of Units.

Where discrepancies exist between the Master Deed, the Bylaws and the Rules, the Master Deed, Declaration of Trust and the Bylaws are the ruling instruments. These Rules and Regulations dated December 23, 2020 shall take effect immediately and shall void all previous Rules and Regulations.

**A rented Unit requires both Owner and tenant signatures** to acknowledge the rules and regulations before the tenant occupies the Unit. The Unit Owner is required to provide a copy of the executed lease to management, and a phone number and email address of the tenants for management to keep on file for emergency purposes.

**OWNERS(S):**

I / We, the undersigned OWNER(s) of Unit \_\_\_\_\_ hereby declare that I / we have received, read, and will abide by, the Rules and Regulations and Schedule of Fines of the Excelsior Condominium Trust.

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT(S):**

I / We, the undersigned TENANT(s) of Unit Owner of Unit \_\_\_\_\_ in building \_\_\_\_\_ hereby declare that I / we have received, read, and will abide by, the Rules and Regulations and Schedule of Fines of the Excelsior Condominium Trust.

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Excelsior Condominium Owner Handbook  
**COMMUNITY INFORMATION**

**BOARD OF TRUSTEES:**

The Board of Trustees are comprised of elected or appointed Unit Owners who volunteer to serve the Trust and all governing documents thereof.

The Board holds regular meetings as defined by the governing documents. Association members not on the Board are always welcomed and encouraged to attend, with advance notice. The Board also serves as advocates for members. They are available to listen to suggestions and concerns and answer any questions they may have.

Unit Owners should contact the management company for questions or issues regarding the building or building operations. The Board of Trustees can be contacted at [exceltrustees@gmail.com](mailto:exceltrustees@gmail.com)

**MANAGEMENT COMPANY (Owners Only):**

Brigs, LLC  
185 Dudley Street  
Boston, MA 02119  
Phone (617) 536-4900  
Fax (617) 247-5700

**AUTHORIZED VENDORS**

The following contractors have current insurance certificates on file with the Trust and perform work on behalf of the Trust for common area (elements). Neither the Board nor Management Company mandate any Association vendor be used/contracted, except where the common areas may be impacted by a unit, but do provide their information as options for unit owners. Unit Owners should perform their own due diligence when hiring a contractor.

**Plumbing**

Houghton Plumbing  
781-438-2425

**Electrical**

Boston Electrical Solutions  
617-293-0318

**Windows**

Central Glass  
508-583-8950

**Drains**

Wayne's Drains  
781-321-1669

**HVAC**

Back Bay Mechanical  
617-901-5068

**Locksmith**

Ace Lock  
781-672-4874

**Towing**

Express Towing  
781-843-6909

**Cleaning**

Eagle Cleaning  
781-654-5007

**HVAC**

Total Temperature Control  
781-224-2400

**General Repairs/Painting**

Greater Boston Properties  
857-254-9638

## GLOSSARY

**ARTICLES OF INCORPORATION:** Documents filed with the state, which define the characteristics of an incorporated entity. Typical articles specify the purposes of the corporation, whether it is operated for profit, what officers it has, and similar items.

**ASSESSMENTS:** An amount of money levied by a community Association on its members for the maintenance and upkeep of the Association and its property. Also commonly known as *Association dues*. Regular assessments are those levied and paid on a regular schedule, usually monthly. Special assessments are those, which are imposed for special purposes when needed, for example to finance a major repair or planned improvement to the property. Assessments can also include any interest or late fees due on unpaid assessments as well as penalties or fines for violation of Association rules.

**BYLAWS:** The operating rules of an Association that regulate such matters as the election of officers, the conduct of meetings, and other items related to the operation of the Association. Bylaws are often subject to modification by the Board of directors or by a vote of the membership of the Association.

**COMMON AREA:** Also referred to as "common elements". It is those parts of the property which are not part of any individual Unit and which are shared by some or all Unit Owners in common. These areas are administered by Association acting through its Board of Trustees. The boundary between common area and individual Units is specified in the governing documents of the Association. See also *Limited Common Area*.

**DECLARATION:** A legal document, filed in the real property records of the county in which a community Association is located, which creates the common Ownership of common areas and defines the restrictions to which all Units and Owners are subjects. Also known as the 'Declaration of Covenants, Conditions and Restrictions (CC&R's)', this document is like the constitution of the Association. It defines the rights of members and the powers and authority of the Association and its Board of directors. All Owners of Units within a community Association are subject to the provisions of the declaration by virtue of their ownership of a Unit within the property. No specific act of assent or acceptance is required and therefore no Owner can avoid being subject to the provisions of the declaration.

**FORECLOSURE:** The legal process of selling a property of a debtor in order to satisfy the debt from the proceeds of a sale. There are various types of foreclosure proceedings, but all involve the action of a court to authorize the sale, and the conduct of the sale by the county sheriff or other court appointed official. Common interest property Association may have the right to foreclose upon a Unit to recover unpaid assessments. See also *Lien*.

**GOVERNING DOCUMENTS:** Usually a shorthand term for Declarations of Covenants, Conditions and Restrictions, but may also refer to by-laws, articles of incorporation or rules of the Association. Articles of incorporation are the equivalent of declarations in a cooperative, which does not have declaration as such.

**LIEN:** A legal right of a creditor to force the sale of property of their debtor to satisfy the debt. Most governing documents provide that the Association automatically has a lien against any Unit for the value of any unpaid assessments. To actually collect the money, the Association must foreclose the lien through the courts, and recover the unpaid assessments from the proceeds of the sale of the property.

**LIMITED COMMON AREA:** A part of the common area, which is reserved for the exclusive use of an individual Unit Owner such as porches and balconies. Though reserved for the use of a specific Unit, they are nonetheless part of the common area and as such are maintained by the Association.

**QUORUM:** The number of persons who must be present in order to hold an official meeting and conduct business. In the case of an Association, it is the number of Units that must be represented, either in person or by proxy (if proxies are allowed), for an official meeting to be held. Quorum requirements are generally spec

# Role of being a Condominium Landlord

## CONDOMINIUM LEASE ADDENDUM THE EXCELSIOR AT HIGHPOINT CONDOMINIUMS ONE CITYVIEW LANE QUINCY, MA 02169

“The Unit being leased (rented) under this Lease (Occupant Agreement) is located in a condominium building – not a rental apartment house. The condominium building is occupied by the individual owners of each unit (except for certain apartments, such as this one, which are being occupied by tenants). The Tenant(s) understands that his or her neighbors in the building are (except as aforesaid) the owners of the homes they occupy and not tenants living in a rental apartment house.

By signing this Lease (Occupancy Agreement), the Tenant 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 Bylaws and Rules and Regulations thereto, and that he or she has read and understands the same, 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). In addition, the owner may have to pay fines, penalties and other charges, and the provisions of this clause take precedence over any other provision of this Lease (Occupancy Agreement).

**It is understood that renters are not allowed to house pets of any kind.**

Landlord \_\_\_\_\_  
Signature

Tenant(s) \_\_\_\_\_  
Signature

Tenant(s) \_\_\_\_\_  
Signature

Tenant(s) \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**RENTING YOUR CONDO REQUIRES ATTENTION AND RESPONSIBILITY.**

**No unit shall be used / rented for transient / hotel / commercial purposes. All leases must be for an initial 12 months.**

**Units shall not be used for more than five (5) occupants related by blood or marriage or more than three (3) unrelated occupants.**

Before an owner considers renting out their unit, the owner should read the handbook carefully, to determine if renting out a condo is in their best interest. To an unsuspecting tenant, a condominium looks a lot like an apartment unit. Yet tenants moving into a condominium face an environment that's quite unlike a typical apartment building. Common areas of misunderstanding include the vigorously enforced rules and regulations, repair responsibilities, and the consequences of a tenant's inability to adapt to this type of community as well as owner's nonpayment of homeowner association (HOA) dues.

Unlike an apartment building, a condominium complex has multiple owners, who own separate areas individually and common areas collectively. Decisions regarding common areas are made by through the board of Trustees. Excelsior Condominium has a management company which is hired by the HOA to handle bookkeeping, maintenance, contracting, and other day-to-day matters. Although tenants are residents of the condominium complex, they are not entitled to vote at the HOA or attend board of trustee meetings because they do not have an ownership interest. Landlords have an extra duty to the Association to ensure that their unit is kept and properly maintained-cleanliness, plumbing, and mechanicals must all be in proper working order. Landlords should inspect their units every 6 months to ensure that the unit is being well kept and their tenants are adhering to the rules of the Association, and any necessary repairs are being addressed in a timely manner.

Another difference between an apartment building and a condominium complex is that condominium associations have Covenants, Conditions and Restrictions (CC&Rs) and a *Handbook for Residents*, which govern everything from the elections of the Board of Trustees to the allocation of parking spaces. Unlike the rules of an apartment building, CC&Rs are legally enforceable documents that apply to tenants as well as unit owners. Tenants must abide by the CC&Rs and *Handbook for Residents*, but the owner of the condominium is the ultimate responsible party. If owners do not protect themselves, a tenant can cause problems and the unit owner could end up receiving notices from the association about rule violations.

HOAs can and do impose fines aggressively if the CC&Rs and the *Handbook for Residents* are violated. Those fines can be levied even if a tenant was responsible for the violation. Condominium landlords should give their tenants a copy of the *Handbook for Residents*. Tenants should take the time to read the handbook and ask for clarification of any rules they do not understand. Condominium rental agreements should have a paragraph stipulating that the tenant has been given the *Handbook for Residents*, agrees to abide by them, and will be financially responsible for any fines levied against the owner as a result of the tenant's actions. The owner of the condominium should put in [the rental agreement] that the tenant must follow the rules and regulations and that any violation will allow the owner to take action against the tenant.

Tenants can be in the dark about what to do if the condominium they are renting needs repairs. The difficulty is determining whether the individual owner of the HOA is responsible for a particular repair. Generally, if the problem concerns the individual unit, the tenant must contact the owner/landlord to have the problem resolved. Unlike an apartment manager, the association's management company does not cover the cost of repairs inside individual units. If a problem in an individual unit also affects a common area such as a water leak, the TENANT can/should contact property manager immediately. In some instances, the HOA or its management company will make the repairs, then bill the owner for his or her individual share of the costs.

## PROCEDURE

If a unit owner is leasing a unit, they must provide the Management Company the following information:

- Name, phone number, email, mailing address and street address of the unit owner
- Name of the lessee(s) and, if different, the natural person who will be responsible for the lessee's compliance with the rules
- A copy of the executed lease including commencement and termination dates
- Signed *10-Day Notice of Scheduled Move* form along with payment
- Signed *Agreement to Adhere to Rules and Regulations* form
- Name and number(s) to be listed on the intercom system
- Signed agreement that tenants are not allowed to have pets. Signed by landlord and tenant(s)

**THE FOLLOWING ARE SOME HIGHLIGHTS OF THE RULES AND REGULATIONS CONTAINED IN THE HANDBOOK FOR RESIDENTS.**

**IT IS THE RESPONSIBILITY OF OWNERS AND TENANTS TO READ AND ABIDE BY ALL THE RULES AND REGULATIONS OF EXCELSIOR PARK CONDOMINIUM ASSOCIATION.**

**MANAGEMENT COMPANY:** Brigs, LLC (clientservices@brigsllc.com or 617-536-4900)

**COMMUNICATION:** Communication software allows unit owners to communicate with the management company regarding announcements, upcoming events and other important information. It is the responsibility of the unit owner to keep their tenant up-to date on announcements, especially those where access into a unit is required.

**PARKING:** Before considering renting your unit, you **MUST** notify prospective renters that they have **ONLY 1 or 2 assigned parking spaces**. For specifics, the unit owner should refer to page referencing parking.

**INSURANCE:** We recommend you purchase at least \$25,000 dwelling coverage on your unit owner's policy to cover the deductible and improvements and betterments. It is highly recommended that tenants seek renters insurance from a local agent, which coverage will depend on the content of their assets. The condominium Master policy does not apply to the tenants, just unit owners.

### **NOISE LEVEL:**

- Courtesy Hours: Anything louder than 70 decibels is considered a violation.
- Quiet Hours: 11 PM and 7 AM. Anything louder than 50 decibels is considered a violation.

**PETS:** Tenants cannot have any pets.

**TRASH REMOVAL:** All common household trash must be disposed of properly and in appropriate trash bags. Each unit owner or tenant is responsible for removal of these items as they are prohibited in dumpsters: televisions, computers, furniture, auto batteries, appliances, Christmas trees, paint, and renovation/construction debris. There are companies that you can call to arrange pick up of those items. **No trash is to be stored in the hallways.** Any resident who does not comply with these rules or is found to have left trash scattered loosely or carelessly will be fined. If you have a large or hazardous item that needs to be disposed, please visit the City of Quincy web site at [cityofquincy.org](http://cityofquincy.org).

**SOLICITING:** Soliciting of any kind is not authorized within Excelsior Condominium. This includes "For Rent" and/or "For Sale" signs.

**MOVING IN/MOVING OUT:** Notify the management company as to the date and time of the planned move ten (10) days in advance. Heavy objects are not to be dragged on the rug. Damage caused by the move to paint, walls or rugs will be assessed to the unit owner to cover damages. There is a \$50.00 non-refundable fee per moving occurrence. This applies to the moving in/moving out of tenants. Please ensure the occupier is provided with unit keys & *Handbook for Residents*. Unit owners are responsible for the replacement cost of these items.

**COMMON AREAS:** Common areas include any space outside the unit. Property that can be viewed by the general public are common areas for the exclusive use of unit owners and must be kept neat and clean by condo owners. Blinds and curtains should be white. The management company maintains common areas such as hallways and parking lots. Cleaning includes vacuuming and dusting and is maintained weekly. Areas inside the condo are the responsibility of unit owners.

**Stairways and Hallways** By order of the Quincy Fire Department, stairways and landings must be kept completely clear at all times. Nothing may be stored there, temporarily or permanently. There shall be no obstruction of any common area nor shall anything be stored in the common areas, including entrances, and outside unit entry doors (with the exception of mats), and stairways. Anything left in common areas unattended is subject to removal/disposal without notice at the unit owner's expense. Some items prohibited include umbrellas, boots, shoes, bicycles, etc.

**Unit Doors:** Residents are prohibited from painting, staining, hanging, or attaching personal items of the exterior of unit doors.

**Grounds/Landscape:** Residents shall not paint, stain or otherwise change the color or configuration of the grounds or landscaping. Satellite dishes cannot be installed on common areas (grounds).

**Mailboxes:** Nothing should be affixed to the outside of mailboxes (handwritten notes, names, etc). Review the *Handbook for Residents* for details. See the *Handbook for Residents* for information regarding mailbox keys.

MOVING INTO/OUT: The Contractor shall be responsible for moving any equipment or materials into or out of the project area. The Contractor shall be responsible for obtaining all necessary permits and approvals for the movement of equipment or materials. The Contractor shall be responsible for the safe and secure storage of all equipment and materials on the project site. The Contractor shall be responsible for the removal of all equipment and materials from the project site upon completion of the project.

CONTRACTOR'S OBLIGATIONS: The Contractor shall be responsible for the safe and secure storage of all equipment and materials on the project site. The Contractor shall be responsible for the removal of all equipment and materials from the project site upon completion of the project. The Contractor shall be responsible for the maintenance of all equipment and materials used on the project. The Contractor shall be responsible for the repair and replacement of all equipment and materials damaged during the project.

STAIRS AND HALLWAYS: The Contractor shall be responsible for the safe and secure storage of all equipment and materials on the project site. The Contractor shall be responsible for the removal of all equipment and materials from the project site upon completion of the project. The Contractor shall be responsible for the maintenance of all stairs and hallways used on the project. The Contractor shall be responsible for the repair and replacement of all stairs and hallways damaged during the project.

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