

## Canal Place II Condominium Trust

Lowell, MA 01852

### INTRODUCTION

Dear Owner / Resident:

If you are a new owner or resident in the building, the Board of Trustees welcomes you to Canal Place II! For those of you that have been around for a while, here is the most recent version of the Canal Place II Handbook. We hope you find this useful.

There is some 'nice to have' community information. Please note that the terms used in Handbook are used with the same meaning as in the Master Deed and the Condominium Declaration of Trust. 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 this property is Brigs, LLC. Contact information can be found in the Community Information section. The Management Company will be enforcing these rules on behalf of and for the good of the community. If you have questions or concerns about anything in this handbook, please inform Brigs and they will bring your concerns to the Board of Trustees for review.

**Attached to this document are several useful forms. Please make copies of these and keep them for your records/use.**

The Trustees meet monthly 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 Canal Place II a clean, safe and pleasant living environment for all building residents.

Sincerely,

The Board of Trustees, Canal Place II Condominium Trust

Website with additional information: <http://www.canalplace2.org>

## TABLE OF CONTENTS

1. COMMUNITY INFORMATION.....	5
2. SECURITY.....	6
3. COMMON AREAS.....	7
4. OWNER AND TENANT CONDUCT .....	10
5. CLEANING AND MAINTENANCE .....	10
6. INSURANCE.....	12
7. FIRE AND OTHER EMERGENCIES .....	15
8. MOVING AND DELIVERY POLICY .....	16
9. REPAIRS & RENOVATIONS .....	18
10. HOMEWISEDOCS / 6(d) CERTIFICATE.....	20
11. INDIVIDUAL UNIT OWNER CHARGES.....	21
12. 10-DAY NOTICE OF SCHEDULED MOVE.....	22
13. DESCRIPTION OF WORK FORM.....	23
14. RULES FOR WORKERS.....	24
15. SCHEDULE OF FINES.....	25
16. AGREEMENT TO ADHERE TO RULES AND REGULATIONS .....	267

## IMPORTANT INFORMATION & EMERGENCY PHONE NUMBERS

### Emergencies:

**FIRST** Dial **911** for fire/police.

**THEN** notify Greater Boston Properties from a safe location.

In the event of a common area emergency, contact Brigs, LLC (617) 536-4900 or (855) 536-4900.

### LOWELL EMERGENCY NUMBERS:

Police Department	911
Police Business	(978) 937-3200
Fire and Emergency	911
Fire Department (Business)	(978) 453-5554

### HOSPITALS:

Lowell General Hospital	(978) 937-6000
Saints Memorial Medical Center	(978) 458-1411
St. Joseph's Campus, 220 Pawtucket Street, Lowell	(978) 453-1761
St. John's Campus, Route 38, Hospital Drive, Lowell	(978) 458-1411
St. Joseph's Hospital, Nashua	(603) 882-3000
Lahey Clinic	(781) 744-5100

<b>CITY OF LOWELL MAYOR'S OFFICE :</b>	(978) 970-4040
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## 1. COMMUNITY INFORMATION

### BOARD OF TRUSTEES:

Unit Owners should contact the Management Company for questions or issues regarding the building or building operations.

**The Board meets monthly on the last Monday of the month at 6:00pm in Unit B55. All board meetings are open to owners.**

A copy of this document and other useful information can be found at the website operated by the association at [www.canalplace2.org](http://www.canalplace2.org).

### MANAGING AGENT:

**Brigs, LLC**

**Phone:** (617) 536-4900

**Manager:**

Chris Collins, Property Manager

Phone (617) 536-4900 x 119

Fax (617) 247-5700

[ccollins@brigsllc.com](mailto:ccollins@brigsllc.com)

**Mailing Address:**

Brigs, LLC

185 Dudley St

Boston, MA 02119

**Office Hours:**

8:30 A.M. - 5:00 P.M. Monday - Thursday (excluding holidays)

8:00 A.M. – 4:30 P.M. Friday (excluding holidays)

**Website:** <http://www.brigsllc.com>

## 2. SECURITY

The safety of all occupants of the building is of utmost importance. Living in the city requires a heightened awareness of security issues and it is everyone's responsibility to adhere to these rules.

**ADMITTING VISITORS:** Please do not open the door if you cannot identify the caller or cannot understand the message from the caller. Only buzz in visitors when you are absolutely certain of their identity. Unit owners/residents should first contact Brigs, LLC and provide them with your Name, Unit number and a telephone number you want on the intercom system. Press 9 on your phone to allow access.

**KEYS:** Additional keys for the main doors can be purchased through Brigs, LLC for a fee of \$15.00. (Price subject to change). If you should need to change and or repair the lock on your mailbox, please call Post Office Locksmith. We highly recommend that you provide keys to your unit to the Management Company for emergency use only, to avoid having to damage doors in the event emergency access is required.

**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 place.
- **Do not allow a stranger to enter the building behind you.** Close all doors after entering.
- **Never prop open the front or side doors unless you are guarding 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 or side doors unless the entrance is guarded. Unattended doors that are propped open will result in fines assessed to the Unit Owner. See also [Rules for Workers](#).
- **Make sure the entrance doors are firmly closed** behind you (wind pressure sometimes keeps them open). 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.

### 3. 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 the main lobby, hallways, basement, laundry room and all stairwells. No accumulation of rubbish, debris or unsightly materials will be permitted in the common areas or common facilities of the condominium except in designated recycling area. Anything left in common areas unattended is subject to removal/disposal without additional notice at the unit owner's expense.

**QUIET HOURS:** We all want to live in a place where we can enjoy some peace and quiet. We also want to be able to enjoy activities such as listening to home entertainment systems. Please use common sense and be respectful of your neighbors. Quiet hours for the building are between **10:00 pm** and **8:00 am**. Between these times, the Trust asks that you keep the noise level to a minimum. If there are any loud noises reported during these hours, as with any disturbance of the peace, the police may be called and if so, fines will be assessed to the unit owner in violation in accordance with the attached Schedule of Fines. Owners renting their units are reminded that they are responsible for the noise violations of their tenants.

**NOISE:** Unit Owners shall keep all noise to a level that will not disturb other residents. Infractions should be brought to the attention of the property management company.

**NO CHANGES TO INTERIOR/EXTERIOR OF BUILDING OR LANDSCAPING:** Owners shall not paint, stain or otherwise change the color or configuration of any common portion of the building, nor shall changes be made to landscaping on the street level without written permission from the Trustees.

**NOTHING HUNG FROM BUILDING:** Nothing shall be hung from the windows or placed upon the windowsills, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on the common areas or common facilities of the condominium.

**UNIT OWNERS RESPONSIBLE FOR DAMAGE:** The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner or by their family, tenants, pets, employees or visitors by their willful or negligent use, misuse or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefor.

**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 cannot be tolerated. Any type of cooking appliance is not allowed to be used on the front patio area.

**SMOKING:** Smoking is not permitted in the common areas including the stairwells, basement, entryways and patio in front of the building. This is a City of Lowell ordinance and subject to fines. If you do smoke outside, please don't toss your cigarette on the ground.

**STAIRWAYS AND LANDINGS KEPT CLEAR:** By order of the Lowell Fire Department, stairways and landings must be kept completely clear at all times. Nothing may be stored there, temporarily or permanently.

**TRASH REMOVAL:** Removal of ordinary household trash is provided by Canal Place II. The trash chute is on the canal level and goes to a compactor in the basement utility room. All trash must be securely tied in plastic trash bags and placed in the trash chute. **Residents who need to dispose of any item outside of ordinary household trash such as but not limited to home improvement project debris, carpeting/flooring/light fixtures, television, furniture, electronic equipment must make their own arrangements for removal.**

\*\* Latex paint is not considered hazardous, but needs to be dry/hardened when put out with the trash. The best thing to do is either leave the lids off the cans until the paint dries, or help the drying process along with kitty litter, or a waste paint hardener that can be purchased where paint is sold. When the paint is dry you can place the container in your regular trash, leave the lids off so that the trash collector knows it is dry.

**No trash is to be stored in the hallways, basement or common areas. If the trash chute is inoperable, please do not leave your trash in front of the trash chute. Contact the management company.** Any resident who does not comply with these rules or is found to have left trash scattered loosely or carelessly will be fined in accordance with the attached Schedule of Fines.

**RECYCLING:** Removal of ordinary household recyclables is provided by Canal Place II. Recycling bins are located on the right side of the laundry room. Recycling guidelines can be found at the City of Lowell Recycling web site: <http://www.lowellma.gov/depts/recycle> Our trash removal service follows the same guidelines.

\*\* There is an additional charge to the condominium association for certain items such as but not limited to: Large cardboard boxes – must be broken-down or there is a charge to the association.

Taking the time to properly dispose of trash and recyclables can dramatically assist the association to save money.

**ROOF ACCESS:** Roof access is strictly prohibited. Notify the management company immediately if the doors to the roof are found unlocked or unauthorized persons are on the roof.

**PARKING:** All Canal Place II units have access to the garage. Residents can purchase monthly parking passes for the Leo Roy Garage. Information about purchasing a garage parking pass is available at:

<http://www.lowellma.gov/depts/parking-department/general-information-and-rates-1/general-info-rates>

**Fire Lane:** the Fire Lane is clearly marked by regulations of the Lowell Fire Department. Parking in this area is prohibited and subject to tow at owner's expense.

No repairing or maintenance of vehicles is allowed on the property.

**MAILROOM:** The Mailroom is located next to the front entrance of Canal Place I. This area is shared by Canal Place 1, 2 and 3.

Changing your address: The mail carrier **will not deliver mail unless your name is on box**. You can change your address on-line at: <http://www.usps.com/>

If the mail carrier attempts to deliver a package that does not fit in the mailbox they will leave a notice for pick-up in your mailbox and the package will be stored in the parcel closet. The packages will be delivered by a trustee on a regular basis. Contact the trustees if you have a problem with parcel delivery. <mailto:Trustees@canalplace2.org>

## 4. OWNER AND TENANT CONDUCT

**SMOKE EMANATING INTO THE COMMON AREAS:** No smoke or smell of smoke from a unit shall emanate into the common areas. If an odor from a unit is present outside the unit, the Unit Owner may be subject to a fine.

**NO BUSINESS USE:** No industry, business, trade, commercial, professional or any other non-residential activities that require public access to the building or particular unit shall be conducted, maintained, or permitted in any residential unit.

**NO SHORT TERM RENTALS:** No unit shall be used or rented for transient or hotel purposes.

**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 Trust assume no liability for loss of or damage to deliveries left in common areas of the building.

**PETS:** Out of respect for people who may be afraid of dogs, please keep your dog on a leash at all times when it is in a common area. Other animals should not be allowed unattended in common areas. You must clean up after your pet at all times of the year. Please ensure your pet's waste is being disposed of in an environmentally friendly way. Owners must be responsible for the behavior of their pets so as not to disturb their neighbors, including excessive noise. A fine may be assessed if disturbances are not mitigated.

**OWNER RESPONSIBILITY FOR TENANTS, HOUSEHOLD MEMBERS, and GUESTS:** Owners shall be responsible for all actions of their household, tenants, household help, guests, 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 Trustees nor Management Company deal directly with Tenants. Tenants are the responsibility of the unit owner. Requests for maintenance, keys, etc. must be made directly by the unit owner unless it's an emergency.

**FEES and ASSESSMENTS:** Payment of monthly fees, fines and assessments can be sent to the Management Company and checks made out to **Canal Place II**. Monthly condo fees are **due the 1st of each month**. **There is a \$25 late fee** if the balance due is not paid prior to the **15<sup>th</sup>**. Payments must be made on time to ensure continuous building operations and uninterrupted special projects. Unit owners delinquent on payments will be subject to collection proceedings and will be responsible for all collection costs and a lien will be put on the property. 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 GBP for more information.

## **5. CLEANING AND MAINTENANCE**

**CLEANING:** The Trust has hired a cleaning person or company for general cleaning and a maintenance person or company of the common areas. They are responsible for normal cleaning duties and any minor repairs. 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. Please do not leave any trash or debris in the common areas including the mail room. Articles for donation should not be left in the common area. Failure to follow this rule may result in a fine.

**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 water. When in doubt, throw it out. Any repair cost is at the unit's discretion.

**PEST CONTROL:** There is a routine treatment in the Common Areas and basement areas for pests. However, if you have any **evidence of pests or insects** in your Unit, please immediately inform the property manager. A simultaneous extermination in all Units may be required.

**HEATING AND AIR CONDITIONING:** We all pay for heat as part of the monthly fee. **Every Unit Owner should practice conservation for the good of the community. Avoid open windows when the heat is on in your unit.** Heat and Air Conditioning are distributed through individual Whalen exchangers in each unit. **Unit owners are responsible for the care and maintenance of individual Whalen units.**

**Reminder:** You can help avoid fee increases by controlling your heat/cooling by turning temperatures on/off when you are away from home.

**REPAIR AND CONDITION:** Unit Owners shall keep their Units in a good state of preservation and cleanliness per the condominium documents.

**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.

**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. GBP can help to recommend a plumber for you should you need one, but for most common plumbing maintenance and repairs you should find a local plumber.

**WATER SHUTOFF:** Some units have valves that can shut off the water to the whole unit. If your unit does not have such a valve and you need to shut off the water to your unit, the main supply to the building must be shut off. This must be performed by a licensed and insured plumber and must be coordinated with Brigs, LLC several days in advance. A copy of the plumber's insurance certificate is required to be sent to Brigs, LLC in advance of the water shutoff. Water shutoffs should not be scheduled prior to 10:00 a.m. Monday through Friday. 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 Brigs, LLC for further procedures related to water shutoffs in the building.

## 6. INSURANCE

The Trust's Master Insurance Policy is with HUB International Agency ([www.hubinternational.com](http://www.hubinternational.com)). The policy flood insurance. You may contact HUB directly for insurance certificates (these are needed for sales, re-finances & are from time to time requested from mortgage companies).

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.

The association carries flood insurance

**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.

**PERMANENT IMPROVEMENTS:** Prior to the anniversary date of the Trust's master insurance policy, 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.

**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.

**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.

## 7. 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. Do not try to handle the situation alone.

**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 as this indicates 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 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 Brigs, LLC.

**PREPARE FOR FIRE:** Familiarize yourself and your household with your evacuation route, the location of the 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 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. If you have a minor incident such as may occur when cooking, during which your smoke detector is set off, open the internal windows to clear the smoke. DO NOT open the apartment door to the common area, since this will set off the building alarm, alerting the fire department and causing the rest of the residents to have to evacuate.

**CARBON MONOXIDE DETECTORS:** It is mandatory (per MA law) that each unit is equipped with proper carbon monoxide detectors and that they are checked on a monthly basis.

**FIRE ALARMS:** In case of a fire alarm, all occupants must immediately evacuate per order of the Lowell Fire Department. Residents failing to evacuate when the building fire alarm sounds may be fined by the Lowell Fire Department. Do not use the elevator in the event of a fire or fire alarm.

**FLOODING:** If possible, determine the source of water and shut it off. Report the flooding/leaking immediately to Brigs, LLC.

## 8. MOVING AND DELIVERY POLICY

**MOVING IN & OUT:** The process of moving puts additional wear and tear on common areas and incurs additional expense for disposal of trash, therefore, without exception, there is a \$150 move-in fee and move out fee for all units per each occurrence. Unit Owners are responsible for all damage or destruction to the common areas caused by the move. It will be repaired by the Trust at the Unit Owners 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.

**TEN-DAY NOTICE REQUIRED:** The unit owner must provide the Management Company must provide written notice at least ten (10) days prior to any scheduled move (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.

**Owner's failure to report a move in/out will result a \$100 rule violation fine in addition to the fee for the first offense and increases by \$100 for each additional offense. As with any fee, when an owner sells a unit, outstanding moving fees must be paid prior to release of the 6D certificate.**

**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 \$100 fine will be assessed to the Unit Owner.**

**LEASING OF UNITS:** If a Unit is being leased, the owner must provide the Management Company the following information together with advance moving notice/form: fees, and deposit as explained above. Only names on the lease will be added to the intercom system.

1. The name, phone number, mailing address and street address of the unit owner
2. The name of the Lessee(s) and, if different, the natural person who will be responsible for the Lessee's compliance with these rules
3. A copy of the lease including commencement & termination dates
4. Signed Rules and Regulations Agreement page
5. Per the master deed by-laws, short term leases are not allowed.

**PASSING OF KEYS/INFORMATION:** If you sell or rent your unit, please ensure the new owner or tenant is provided with all the keys to your unit and common areas, and this handbook. This handbook, along with the master deed and by-laws should also be provided to realtors working to sell or rent units in the building.

**PLAN YOUR MOVE EARLY:** Coordinate with Brigs, LLC on your move as early as possible, especially when selling your unit. Brigs, LLC will help you with your 6D certificate, and the condo questionnaire that your prospective buyers will need. Brigs, LLC charges a fee for this service.

## 9. REPAIRS & RENOVATIONS

**NOTIFICATION OF RENOVATIONS:** Brigs, LLC must be notified two weeks in advance of any renovations or repairs by completing and submitting the Description of Work Form. All contractors performing work on any unit or common area of the condominium must be licensed and insured. Unit owners are responsible for cleanup and separate disposal of construction debris. The building compactor should not be used for this purpose.

**CONSIDERATION OF NEIGHBORING UNITS:** Work performed on a Unit must be performed so as to minimize inconvenience to neighbors. Please inform neighbors if construction will be noisy. Owners must consider possible damage given the age and general condition of the building. Owners are liable for any damage or debris.

**HOURS OF WORK:** Work can only be performed on weekdays and must commence after 8:00 a.m. and end by 6 p.m. If waterlines must be shut, this must be performed by a licensed and insured plumber and must be coordinated with Management several days in advance. Water shutoffs will only be scheduled after 10:00 a.m. Monday - Thursday. Permission is needed for weekend work and for shutting down 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. This is a major breach of security and will result in fines assessed to the Unit Owner.

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

**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 Canal Place II Condominium Trust as additional insured.

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

No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit, shall be made or done without the prior written approval of the Trustees.

Any Unit Owner or Owners, proposing to make any improvements, is required to receive written approval of the Trustees prior to commencing work. The Unit Owner or Owners shall apply for approval by

delivering to the Trustees a written application describing in detail the nature of the proposed improvement, together with such additional documents as the Trustees may reasonably require, including plans, drawings and specifications.

**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.

**Board of Trustees may halt work if the above procedures have not been followed.**

## 10. HOMEWISEDOCS / 6(d) CERTIFICATE

To order a copy of all selling documents (including a 6(d) certificate you need to log on to [www.homewisedocs.com](http://www.homewisedocs.com) The 6(d) certificate must be ordered with in 7-10 business days of the closing date or there will be a \$50 rush fee applied on top of the whole order, not per item. A rush order is now considered 2 days.

	Regular / Rush
Escrow & Lender Questionnaire or Certificate (for a lender specific questionnaire add \$37)	\$73.00 / \$123.00
Settlement, Appraiser coordination & New Owner Set-up Fee	\$50.00 / \$75.00
Resale Certificate – 6D	\$73.00 / \$123.00
Condominium Documents	\$50.00 / \$100.00
Seller's Packages	\$150.00 / 200.00

**\*Subject to Change**

## 11. 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	\$60.00
First late notice or overdue assessment notice	\$40.00
Final Demand Letter	\$40.00
Notice of Intent to Create a Lien	\$40.00
Turnover charge to attorneys	\$300.00

**\*Subject to Change**

**12. 10-DAY NOTICE OF SCHEDULED MOVE**

**CANAL PLACE II CONDOMINIUM TRUST**

Please print clearly. To be filled out by the unit owner, not the tenant.

To: Brigs, LLC

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

Unit #: \_\_\_\_\_

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

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

Circle One: Move – In

(If moving out, new address required)

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

Moving Company: Yes / No

New Address: (If applicable, Otherwise Unit)

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

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

Non-Refundable \$150 Moving 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 \$100 fine will be assessed if a door is propped open and left unattended.

Please enclose applicable checks payable to: Canal Place II

Signature \_\_\_\_\_

Mail along with check to:	<b>Brigs, LLC</b> <b>185 Dudley St</b> <b>Boston, MA 02119</b>
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13.DESCRPTION OF WORK FORM

CANAL PLACE II CONDOMINIUM TRUST

To:Brigs, LLC

From (Unit Owner):\_\_\_\_\_

Unit#:\_\_\_\_\_

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

Description of Project (Please describe what you are having done to your unit)

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

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 Canal Place II 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: \_\_\_\_\_

Address:\_\_\_\_\_

City, State Zip:\_\_\_\_\_

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

Copy of contractor insurance certificates enclosed Yes\_\_\_\_\_ No \_\_\_\_\_

City Building Permits required: Yes\_\_\_\_\_ No \_\_\_\_\_

Mail to:Brigs, LLC 185 Dudley St Boston, MA 02119

Fax to: (617) 247-7500

## 14. 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:

- All hall and stairways are to be **kept free** of trash and debris. They must be "broom clean" at the end of each 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.
- Liquids: No paints, oil, or other materials such as plaster are to be put down any drains.

### HOURS, SMOKING:

- Smoking is **not allowed** in the entrance, hallways or stairways.
- Work may not begin before 8:00 am, and must end by 6 p.m.

### PLUMBING:

- Management must be informed of all plumbing work that requires the potential interruption or the shut off of 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. Permission is needed on a Saturday, or Sunday.

### ELECTRICAL:

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

### PARKING:

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

## 15.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 was hard for any company managing us to take action. Keep in mind that these fines are meant to help make this one of the best places in Lowell 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.

The Trustees shall have the power to assess monetary fines for the violations of these Rules and Regulations, which fines shall constitute a lien against the Unit Owners assessed, and the Trustees shall also have the power to enjoin, abate or remedy the breach of any of these Rules and Regulations by appropriate legal proceedings, all as further provided in Canal Place II Condominium Trust document.

Receipt of the Rules and Regulations shall be considered as fair warning prior to issuance of fines. The fine structure is as follows:

<b>Violation</b>	<b>Fine</b>
Entrance doors left open and unattended	\$100.00
Noise violations	\$100.00
Garbage, improper disposal	\$100.00 + disposal costs
Move Violations	\$100 & increases by \$100 for each offense
Items left in common areas	\$50.00 + disposal fees
Pet damage to common areas	\$100.00 + Repair/Replacement Costs
Smoking in the common areas	\$100.00
Vandalism of the common areas	\$500.00 + Repair/Replacement Costs
Other Violations of Rules and Regulations	\$100.00 for first violation; \$200.00 for the second violation. All subsequent violations of same Rule and Regulation 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).

- The Trustees or their managing agent shall give written notice of any reported violation of the rules and regulations to the offending Unit Owner. If the violation is committed by a tenant, such notice

shall be given to the Unit Owner.

- If the violation is not corrected within the time period set forth (which shall not exceed five (5) days but may be less than five (5) days), the Trustees may levy a fine. Each day thereafter the violation continues shall be considered a separate violation, subject to an additional fine.
- Notice of any fines assessed shall be sent to the offending Unit Owner. If the violation is committed by the tenant, notice of the fine shall be sent to both the Unit Owner and the Tenant.
- It shall be the Unit Owner's responsibility to insure that all fines are paid for his or her own violations, as well as the violations by his or her tenants, guests, or invitees. Any fines that remain unpaid after fifteen days shall be assessed to the Unit Owner as a lien on his or her Unit.
- The Trustees may, upon written request of a Unit Owner or tenant and in their sole discretion, reconsider and/or revoke any fines assessed. In no event, however, shall the Trustees be required to reconsider any decision by which a fine has been levied.
- All costs incurred by the Trustees in collecting fines, fees and expenses (including but not limited to, reasonable attorney's fees) or otherwise enforcing the Rules and Regulations, shall be charged to the applicable Unit Owner and shall constitute a lien on his or her Unit together with the amount of such fines.
- This Schedule of Fines of Canal Place II Condominium Trust 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 Canal Place II 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, please contact the managing agent directly.

**16. AGREEMENT TO ADHERE TO RULES AND REGULATIONS**

**CANAL PLACE II CONDOMINIUM TRUST – OWNER / TENANT  
ACKNOWLEDGEMENT**

In order to ensure a well-run building, pursuant to the Condominium Bylaws and Massachusetts General Law, the Board of Trustees of the Canal Place II Condominium Trust 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 and the Bylaws are the ruling instruments.

**OWNER (S) / TENANT(S):**

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

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

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