

SHIPWAYS CONDOMINIUM

RESIDENT HANDBOOK



2016

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INTRODUCTION

Welcome to **Shipways Condominium**, a luxury condominium complex located in historic Charlestown Navy Yard with sweeping harbor views just minutes from Downtown Boston.



Shipways was the first condominium developed in the Charlestown Navy Yard in 1985. There are 48 residential condos plus 9 commercial condos. These townhouses are all located on the waterfront and range in size from 1,400 sf to almost 2,400 sf. All units have at least 1 parking space, fireplaces, decks with views, patios, and at least 2 bedrooms and 2 1/2 baths.

DISCLAIMER

This handbook contains pertinent information and rules governing the Shipways Condominium. It supplements, but does not supersede, the governing documents including the Rules and Regulations (with any subsequent amendments), Association By-Laws, Master Deed and Declaration of Association documents (collectively, "Condominium Documents"). If there are any contradictions between this handbook and the Condominium Documents, the Condominium Documents shall govern.

This handbook and its contents are intended for the benefit of Unit Owners and current Tenants of the Shipways Condominium complex.

GENERAL INFORMATION

Property Management

John O'Neil
The Lundgren Management Group Inc.
121 Captain's Row
Chelsea, MA 02150
(617) 887-3333
(617) 887-3330 Fax
john@lundgrenmgmt.com
www.lundgrenmanagement.com

2015 Board of Managers

Joseph Herman
Elizabeth Alizadeh
Ed Frenette
Dean Abruzzio
Susan Madden

Condominium Website – www.shipwayplace.com



GENERAL INFORMATION (CONT'D)

Insurance

The condominium carries a special multi-peril package policy that insures all common elements of the property. It has been issued subject to normal exclusions and deductibles. The contract provides commercial property and general liability coverage. An excess Umbrella policy is carried in the event of a catastrophe. The insurance program for the Condominium is administered by management. A summary of the policy is available for review by request to the Property Manager's office.

The deductible is currently **\$10,000**. The deductible limit is subject to change. Unit owners will be informed of any change in the deductible limit. Please make sure to secure adequate homeowner's insurance to cover this deductible and your contents. An HO6 Policy is recommended. It is also recommended that owners renting their units require their tenants to purchase renter's insurance.

If insurance certificates are required by any mortgage, they may be obtained through Lundgren Management's website, www.lundgrenmanagement.com. Please allow 2-3 business days for this service as the certificates need to be ordered from the insurance agency.

Unit owners must consult with their individual insurance agent or broker regarding personal insurance needs to ensure proper and complete coverage. Residents are responsible for insurance coverage within their individual unit.

Unit owners will notify the Property Manager of any modifications made to the inside of their unit and Unit Owners shall not make any changes that do not comply with local, state and federal regulations, or that will cause the Master Insurance Policy to be canceled. The Board of Managers and City of Boston must approve any structural changes to a unit. Permits must be obtained from Inspectional Services.

It is extremely important that prompt notice be given to the Property Manager of any loss or prospective claim under the Association's insurance coverage.

Fire Rules: Owners shall comply with the rules and regulations of the New England Fire Rate Association and with the rules and regulations contained in any fire insurance policy.

Damage by Fire: Fire damage or any other damage or accident affecting individual units and/or common areas must be promptly reported to the Property Manager immediately following its occurrence.

Casualty: Upon the occurrence of a casualty to one or more units

and/or to the common areas, the Board of Managers alone shall handle the portion of the claim which is covered by the Association's master insurance policy. The Board of Managers will collect the proceeds of the claims and disperse funds for any repairs caused by such casualties in their sole and absolute discretion.

Permanent Improvements: Prior to the anniversary date of the Association's master insurance policy, Unit Owners shall inform the Board of Managers 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 which 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.

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

CONDOMINIUM POLICIES

Unit Access

At the owner's discretion, the Property Manager can have access to your unit in case of emergencies. The unit owner needs to provide a key which will be kept in a secured lock box.

Lock Outs

If you are locked out of your unit and management is maintaining a key to your unit, you can contact Lundgren at 617-887-3333 during normal business hours between 8:30 a.m. to 4:30 p.m. If you are locked out after hours, there is a \$100.00 cash lockout fee that must be paid to the maintenance person who assists you.

If you have not supplied management with a key or if outside of normal business hours, they will not be able to assist you. You will need to contact a locksmith to gain entry.

Parking – Garage

All parking spaces on both levels of the garage are deeded to owners. As such, cars should only be parked in designated spaces. Should an owner rent a space, the owner is responsible for ensure the correct space is being utilized. This is also true for guests. At no time should a key to the parking garage be given to any unauthorized user. Any car parked in an unauthorized space will be towed without warning at the vehicle owner's expense.

Parking – First Avenue Driveway

- Each unit owner, except commercial tenants, (as they have commercial parking on 13th Street) has been previously provided authorized parking permits, which has the unit # identified on it for easy identification. No "homemade" permits are acceptable.
- This permit may also be given to the unit owner's visitors or contractors for use in their vehicles.
- Only cars with these permits will be permitted to park in the driveway area off 1st Avenue.
- The hours for parking and use of this area will be limited from 7:00 A.M. to Midnight. After 12.00am no cars will be permitted and will be subject to towing at the vehicle owners expense.
- Parking permits are good seven (7) days a week.
- The total number of cars that can be parked at this location is limited to six (6) cars.
- Condominium owners are to contact Lundgren Management at (617) 887-3333 to have vehicles towed. Calls can be made to Lundgren Management after hours, weekends and holidays.
- Lundgren Management has been authorized to call the Association's contracted towing company. Vehicles have and will be towed without warning at the vehicle owner's expense.

Please note that this permit should not be used to supplement existing parking spaces(s) or for convenience. This area is for use for guests or contractors. Be respectful of your neighbors' and do not abuse your privileges

CONDOMINIUM POLICIES (CONT'D)

Pet Policy

No animals of any kind shall be raised, bred, or kept in any Unit of in the Common Elements without prior written approval of the Board of Managers, which approval may be revoked at any time if, in the sole determination of the Board, a nuisance is being created. In no event shall any animal be permitted in any portion of the Common Elements, unless carried or on a leash.

All pets must be registered with the Property Manager. Failure to comply with the above pet policy will result in Board determined fines, based on the severity of the violation.

DOGS: Dogs shall not be permitted in any part of the common areas unless restrained by a leash. The proper authorities must license all dogs and the Unit Owner is responsible for having dogs properly and fully inoculated. Dog walkers are asked not to bring non-resident dogs onto the property. Unit Owners are responsible for clearing all waste from their animals from the property and properly disposing of same in an appropriate receptacle.

Trash Disposal

The trash room is located next to the garage doors. All trash should be placed in appropriate disposal bags.

Removal of construction materials (including, but not limited to, cabinets, flooring appliances, hot water heaters, etc.) is the responsibility of the Unit Owner and must not be left in the trash room or garage area.

If you hire a cleaning service, they are responsible for putting the trash in the trash room.

Recycling

Boston Recycling Program - Boston residents no longer have to separate paper and cardboard from cans and bottles. Instead, they may mix all recyclable materials together in one large container. More information can be found at <http://www.cityofboston.gov/publicworks/recycling>

Trash receptacles are located on the first level of the garage. All cardboard boxes must be broken down and placed in a container whenever possible. Please do not place trash in these containers.

Bicycles

Bicycles racks are located in the storage room. All bicycles must be registered with the Property manager and assigned a sticker to place on each bike. Bicycles that are not registered will be subject to removal. Please note: the Association assumes no liability for damage to or theft of bicycles. Bicycles should not be affixed to any railings outside of units or in the common areas.

CONDOMINIUM POLICIES (CONT'D)

Storage

Each unit has an assigned storage bin located in the storage room next to the mailboxes. You must provide a padlock to secure the bin. You may store any item that fits within your storage area to so as the item is not one that is forbidden as stated in the By-Laws, Rules and Regulations or provisions of the Master Deed of the Condominium.

Combustible items, garbage, trash and rubbish may not be stored in the storage area. Unit owners, tenants, their families and guests store items in their designated storage area at their own risk. Anything left outside of the storage bins is subject to being disposed of without notice.

REPAIRS AND RENOVATIONS

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. Unit Owners must consider the building's age and condition plus possible damage. Unit Owners are liable for any damage incurred.
Hours of Work	Work must commence weekdays after 8:30 am and end by 5:00 pm.
Building Permits	All necessary permits must be obtained prior to start date and provided to the Property Manager prior to the commencement of any work.
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.
Debris	Owners must ensure that workers keep common areas clean. Workers are forbidden to use any drains for disposing of cement, plaster, paint, oil or other materials. Disposal of debris is the responsibility of the Owner, and is not to be left in the trash room.
Cessation of Work	The board may halt work if the above procedures have not been followed.

FINANCES

Introduction	The fiscal responsibility for the administration and maintenance of the Association lies with the Board of The Board of Managers and, through it, the Property Manager of the Association. The Association year runs from September 1 st to August 31 st .
Annual Budget	The yearly budget is prepared and approved by the Board of Managers. All Unit Owners will receive a copy of the Annual Budget after it is finalized. The Annual Unit Owners' Meeting is held in conjunction with the requirements stated in the By-Laws.
Condominium Fees	<p>All condominium fees are due and payable on or before the first day of each month and become late after the 15th of the month. It is each Unit Owner's responsibility to make payment to the Property Manager by the due date. <u>All checks should be made payable to Shipways Condominium</u>. No payments will be accepted payable to Lundgren Management.</p> <p>You will not receive monthly statements and any fees above and beyond your monthly charges will be billed separately.</p> <p>The following options are available to you when making your payments:</p> <p>Coupon Booklet: Simply submit your check with your monthly coupon in the window envelope provided. Please make sure the coupon is remitted along with your check in order to ensure that your payment is properly allocated. Please remit your full payment due in ONE check with your monthly coupon. This can include condo fees, assessment charges, maintenance charges, and any other miscellaneous charges with the appropriate remittance coupon included. Lundgren Management will post your payment accordingly.</p> <p>Electronic Check: If you pay your bills electronically online through your bank account, please make sure your account/unit number is indicated in the Misc./Notes section. Contact Lundgren Management for proper forwarding information.</p> <p>ACH: If you wish to have your condo fees automatically withdrawn from your bank, please obtain and complete the ACH form from Lundgren Management and remit to the management office with a cancelled/voided check.</p>
Notice of Increase	If there is an increase in fees or a special assessment levied, notice shall be provided to all owners at least thirty (30) days in advance of the effective date.

Late Fee

If a Unit Owner has not paid the condominium fee after a period of fifteen (15) days, a late fee of \$25 will be charged per month for each monthly payment that is late. All collection costs shall be borne by the Unit Owner in violation. All payments shall be first credited to the outstanding late charges, then to special assessment charges and finally to outstanding condominium fees. All delinquencies that are past sixty (60) days due will be referred to legal counsel at the owners' expense. Any questions with regard to condominium fees should be directed to the Property Manager.

RENTING UNITS

Introduction

While a Unit Owner receives certain rights and assumes certain obligations upon purchasing a unit, ***these rights and obligations pass to the lessee when a unit is leased.*** The obligation to follow Rules and Regulations of the Association passes to the lessee. Any penalties due to violation, however, are borne by the Unit Owner. **The Unit Owner is held responsible for all action(s) of his/her tenant(s) and guest(s) at all times.**

Unit Owner Responsibilities

It is the Unit Owner's responsibility to ensure a lessee is familiar with, and abides by, the Association's Rules and Regulations and By-Laws. The Owner must provide the Property Manager with a signed agreement acknowledging that the lessee has received a copy of the Resident Handbook and Condominium Documents, as outline in the Leasing Requirements. All investor owners must provide the Property Manager with a copy of the rental lease signed by the Tenant as well as a signed copy of the Condominium Addendum published by the Greater Boston Real Estate Board.

It is the Unit Owner's responsibility to provide the Property Manager with Tenant contact information including name and phone number.

Leasing of Units

Unit leases must be in writing and require a minimum term of twelve (12) months. It is the Unit Owner's responsibility to provide the Property Manager the following:

- The name and phone numbers of the Lessee(s)
- A copy of the lease, including commencement and termination dates of the lease.
- A signed agreement stating the lessee(s) have received a copy of the Resident Handbook.

DIVISION OF RESPONSIBILITIES

Association Responsibilities

The Association maintains all building exteriors as well as the common areas.

Specifically:

- ***Exterior Lighting*** - Repair and replacement of all common area light fixtures.
- ***Exterior Structure of Building*** - Repair of building façade. Any leaks resulting from the exterior of the unit, rather than from another unit, (i.e. leaks around windows or sliders) should be reported to Management immediately.
- ***Exterior Doors*** - Repair and replacement of exterior glass doors and all interior doors.
- ***Extermination*** - Extermination of all common areas.
- ***Landscaping*** - Maintenance of all common area landscaping and plantings.
- ***Mailboxes*** - Repair and replacement of mailboxes located in mail room.
- ***Plumbing Problems*** - Any sewerage blockage or broken pipe that occurs outside of the unit's walls. The Association will repair leaks in water and drainage lines within the exterior walls provided that the leak is not the result of owner or resident negligence
- ***Roofs*** - Maintenance, repair and replacement of the roof system. Residents and unauthorized persons are not allowed on the roofs for any purpose.
- ***Snow Removal*** - A schedule, based on priorities, for snow removal is followed. The walkways are kept as open as possible at all times. Shoveling is scheduled so that heavy snow accumulation will be minimized. Sanding of walks is done as needed. Residents are requested not to call the Management Office and tie up communications during a storm, except in the case of an emergency.
- ***Window and Door Glass*** - Repair and replacement cost of windows. New windows must conform to standards set forth by the Association.

Unit Owner Responsibilities

Unit Owners are responsible for the following:

- Interior repairs and/or replacements to the unit (subsequent owner assumes the responsibility for all such maintenance upon purchase except as specified.)
- Each Unit Owner must notify the Property Manager of any work that is to be done to the unit in an amount exceeding

\$1000.00. It is the Unit Owner's responsibility to obtain from Boston Inspectional Services any permits that would be required in connection with such work.

- Each Unit Owner shall be responsible for all damage to other units as well as to common areas if such damage is the result of the Owner or the Owner's tenant's negligence, misuse or neglect.

In addition, residents normally arrange those maintenance items for which the Unit Owner is responsible with an outside contractor. Maintenance to the following is the Unit Owner's responsibility:

- **Window Screens** – the replacement/repair of window screens
- **Appliances** - Maintenance, repair and replacement of the unit's appliances (i.e. stove, refrigerator, dishwasher, and disposal).
- **Heating/Air Conditioning** - Maintenance and repair of heating system including boilers, hot water heaters, and unit heat pumps.
- **Interior Painting** - Damage to walls and ceilings within a unit and in the common areas as a result of roof or window leaks. If an access hole is made through a wall or ceiling for the repair of plumbing, wiring, etc. which is the responsibility of the Association, the Association will repair and paint the affected wall or ceiling only.
- **Cold Weather Protection** - The resident should maintain a temperature of at least fifty-five (55°) degrees within the unit at all times during the cold weather months. Except in the case of a heating problem, SHMS assumes no responsibility for damage resulting from frozen pipes in units left inadequately heated or otherwise unprotected freeze-ups.
- **Electrical Fixtures and Wiring** - Fixtures including but not limited to light switches, outlets, sconces, chandeliers, circuit breakers, vents, venting fans in kitchens and bathrooms. All electrical wiring which solely and specifically serves the unit. Bulb replacement in interior light fixtures.
- **Extended Absence** - If Unit Owners are absent during the winter months, they are responsible for normal winter care of their units. The Unit Owners should request advice when contemplating an extended absence and notify Management of departure and return dates.

DIVISION OF RESPONSIBILITIES (CONT'D)

- ***Interior Trim*** - All interior repairs or replacements to doors, jambs, trim, cabinets, counter tops, wall coverings, including paint and bathroom tile. This includes resetting nails and filling any cracks.
- ***Plumbing Fixtures/Systems*** - Repair and replacement of sinks, tubs, toilets, showers, and faucets. All toilets and sinks have separate shutoffs. Sink shut-off valves are under the sink and toilet shut-offs are generally located below the flush tank. Unit Owners are responsible for all pipes serving just their individual unit. **To avoid clogs and backups, inappropriate things should never be flushed down the toilets; such as, toilet bowl cleaning or baby wipes, tampons, sanitary napkins, cigarettes, paper towels, etc.**
- ***Water Damage*** - The repair of damage to other units (including painting of unit when damage was caused by negligence or failed plumbing parts as described under section above) is the responsibility of the Unit Owner of the unit where the leak occurred.
- ***Window and Door Hardware, and Weather-stripping*** - Unit door, slider hardware (including knobs), locks and tracks.

SCHEDULE OF FEES / FINES

Fees	Replacement of Garage Door Openers	\$ 35.00 each
	Late Condominium Fees	\$ 25.00 per month
Fines	The following fines are issued at \$100 per offence	
	Excessive noise levels	
	Damage to common areas (in addition to repair costs)	
	Personal items or trash left in common area	
	Inappropriate disposal of trash and/or recycling	
	Pet Violations	
	Failure to comply with unit alteration and repair regulations	
	Lease and tenant violations	
	Other violations to the Rules & Regulations	

This **Schedule of Fees** of the Shipways Condominium Association is provided for the convenience of Unit Owners only, and shall not be construed as an exclusive list of such fees. The Property Manager 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 Property Manager directly.

This **Schedule of Fines** of the Shipways Condominium Association is provided for the convenience of Unit Owners only, and shall not be construed as an exclusive list of such fines. The Board of Managers 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 Shipways Condominium Association 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.