

Baker Square Condominium

Resident Handbook

Contents

Welcome Letter	1
Emergencies	1
On-Site Hours	1
Common Areas & Amenities	2
Fitness Center and Lap Pool	2
Riverside Patio	2
Function Room	2
Bike Room	2
Lending Libraries	3
Services	4
Mail	4
Trash/Recycling	4
Storage Compartments	5
How You Can Help to Reduce or Control Our Fees	5
Important Resident Guidelines	7
Moving In, Moving Out and Large Item Deliveries	7
Delivery Access	7
Scheduling Your Move-In, Move-Out & Deliveries	7
Parking	8
Deeded Spaces & Vehicle Registration	8
Loading/Unloading	8
Visitor Spaces	9
Rear Gate	9
Renting Parking Spaces	9
Snow Removal	10
Speed Limit	10
Towing	10
Auto Repairs and Cleaning	11
Quiet Hours & Resident Consideration	12
Noise & Disturbance	12
Peaceful & Quiet Enjoyment	12
Smoking	12

Soliciting	13
Pets	14
Size and Type	14
Walking/Pet Stations	14
Safety & Your Surroundings	15
Cameras	15
Doorways	15
Intercom	15
Night Watchman	16
Power Outages	16
Utilities, Repairs, and Maintaining Your Unit	17
Cable	17
Electric	17
Heating & Air Conditioning	17
Internet	17
Telephone	18
Plumbing & Water Shut-off	18
Additions, Alterations, & Improvements	18
Exterior Decorations & Hallways	19
Brick Walls	19
Windows	19
Floor & Carpet	20
Pest Control	20
Leasing Your Unit	21
Community Engagement	22
Management Company	23
Responsibilities	23
How We Communicate	23
Enforcement of Rules	24
Additional Documents	24
Condominium Business Operating Information	25
Condominium Fees	25
Assessments	25
How Fees are Determined	25
Payment of Fees	25

What's Covered	25
Insurance and Taxes	26
Home Owners Insurance	26
Property Taxes	26
Condominium Structure	27
Annual Meeting	27
Board of Trustees	27
Board Meetings	27
Voting by Beneficial Interest (Equity Percentage)	27
Historic Baker Square and Lower Mills	29
Our History	29
Public Transportation	31
Neponset River – Wetlands Protection Order of Conditions	Error! Bookmark not defined.
Neponset River – Wetlands Protection Order of Conditions Public Park	
	Error! Bookmark not defined.
Public Park	Error! Bookmark not defined.
Public Park Local Events	Error! Bookmark not defined
Public Park Local Events Lower Mills Civic Association Area Recreation	Error! Bookmark not defined
Public Park Local Events Lower Mills Civic Association	Error! Bookmark not defined
Public Park Local Events Lower Mills Civic Association Area Recreation	Error! Bookmark not defined
Public Park Local Events Lower Mills Civic Association Area Recreation Barbecue Grill Policy	
Public Park Local Events Lower Mills Civic Association Area Recreation Barbecue Grill Policy Moving Instructions.	
Public Park Local Events Lower Mills Civic Association Area Recreation Barbecue Grill Policy Moving Instructions Construction Check List	

Welcome Letter

Welcome to historic Baker Square Condominiums!

This handbook has been created as an official informational guide to offer residents important contact and amenity information, post guidelines and governing policies, and lay out rules and regulations to help foster a welcoming environment for all residents, as well as to provide background and history about our diverse and historic neighborhood.

It should be used in conjunction with the Condominium Master Deed and the Condominium Declaration of Trust, the other official governing documents. We hope it will provide enough information to answer most of the questions a resident might have and we welcome your suggestions for future editions. The contents are periodically updated to reflect any changes.

Key Contact Information Quick Reference:

- Management Office: (617) 296-2287
 - o Property Manager, Meghan Grzybinski Read: manager@bakersquarecondos.com
 - o Facilities Manager, Yazid Brahimi: maintenance@bakersquarecondos.com
- Emergency After Hours #: (800) 570-9145
 - This number is covered by an answering service and you can leave a message after hours.
 The operator will dispatch the on-call person in the event of an urgent maintenance issue.
 - Routine maintenance or other requests should be entered online via www.barkanco.com/Resident-sign-in;
- Night watchman: (857) 271-8233
 - An on-site night watchman is present from 10:00 pm to 2:00am each evening. Please note
 that this number is NOT for emergency use. In the event of any concerns regarding safety
 or security emergency please call 911 to report.
- Barkan Portal: www.Barkanco.com/Resident-sign-in

Emergencies

In case of a medical, police, or fire emergency, dial 911 from your landline. All 911 calls, including cell phone calls, are automatically routed to the State Policy Headquarters in Framingham and then are transferred to the appropriate local police district. We suggest you program the emergency number for the local district C-11 precinct of the Boston Police into your cell phone: **617-343-4911**.

On-Site Hours

Our on-site Facilities Manager is available from 7:30 am to 3:30pm Monday – Friday. Our Property Manager is on site from 9:00am – 5:00pm weekdays, with a modified schedule of 11:00 am - 7:00 pm on Wednesdays.

The Board of Trustees Baker Square Condominium Trust

1

Common Areas & Amenities

Fitness Center and Lap Pool

The Fitness Center and Lap Pool are open from 4:00 am to midnight daily for the private use of residents and up to two guests when accompanied by a resident. Persons under 14 years of age must be supervised by an adult while using the Fitness Center, pool, Jacuzzi or saunas, and are not allowed in the pool area after 6:00 pm. Please wipe down equipment after use and consult a physician before starting a workout regimen. When using free weights, please don't drop them, as the noise and vibration are a disturbance to adjacent residents.

Violations of the above guidelines will result in a fine for first offense of \$250.00 and for second offense of \$500.00.

Riverside Patio

Utilization of the riverside patio is permitted under the operational rules and guidelines of the Association. Pets are not allowed on the patio. Community barbeque grills are available year round. Smoking is prohibited. If residents utilize the firepit, it must be extinguished prior to leaving the patio. As the patio is surrounded on three sides by units, please obey the Condominium "quiet enjoyment" policy (see p. 26). Please keep your neighbors in mind while talking and using cell phones on the patio.

Please refer to Appendix I for grill rules.

Violations of the above guidelines will result in a fine for first offense of \$250.00 and for second offense of \$500.00.

Function Room

The Function Room in the Park Mill is open for reservations from 10:00 am to midnight. Residents may reserve the room at no charge. Residents may reserve the Function Room for external guests for private events for a \$100 non-refundable per event fee, and a security deposit of \$150. The room may be utilized for residents only at no cost. Alcoholic beverages may not be served at private functions without the services of a licensed bartender; see Function Room Reservation Form at www.barkanco.com/Resident-sign-in for more details. Please contact the Management Office at 617-296-2287 for information and availability.

The small meeting room in the Baker Mill may be reserved by contacting the Management Office as well.

Violations of the above guidelines will result in a fine for first offense of \$250.00 and for second offense of \$500.00.

Bike Room

The Bike Room is located in the Water Mill indoor garage. Residents may store one bike per person, after obtaining a decal from the Management Office which must be affixed to the bike. There is also an air compressor in the Water Mill Garage for the benefit of both bike tires and resident's automobiles.

Violations of the above guidelines will result in a warning with subsequent fine for first offense of \$250.00 and for second offense of \$500.00.

Lending Libraries

We have lending libraries in two locations: in Park Mill outside the Management Office, and in the small conference room in the Baker Mill. Residents are encouraged to donate used books in good condition, and to borrow books that have been donated by others. Please do not leave textbooks or encyclopedias in the lending libraries.

Services

Mail

U.S. Mail is delivered to individual mailboxes that are located in a common mail area in each building. Some buildings have larger boxes that can be used for packages; you will receive a key in your mailbox that opens the larger box. Other buildings have a table on which packages are placed. Private shipping companies delivering packages that do not require a signature will use the tables as well. The tables are for packages only and should remain clutter-free. The US Postal Service has a policy that mail without a unit number may be returned to sender. Unit owners must provide notice to the mail carrier stating the residents in the unit that will be receiving mail. Your mail will not be delivered until this has been completed.

Wifi

The Wifi for all common areas is Baker Square Condominium and the Password is Bakersquare.

Trash/Recycling

We pay for two trash pickups per week, and have a free once a week City of Boston recycling pickup. So the more you recycle, the more we save. Large and bulky items (e.g., appliances, furniture, mattresses, etc.) cannot be left in the trash rooms. Call 311 to schedule a pickup or arrange with any vendor installing new appliances or delivering new furniture to remove the old ones, or you must arrange for private disposal. A good rule of thumb: if it would fit down the chute or fit comfortably in a large bin that is almost full, then it's okay to leave it in the trash room. Otherwise, it is the resident's responsibility to arrange for disposal. Please contact the Management Office for a list of private trash haulers.

You are responsible for disposing your own trash in trash chutes located on each level of each building. Please make sure trash is securely sealed in a plastic bag before placing it in the chute. Our riverside location is beautiful but it also provides a habitat for all manner of critters and we do not want to entice them into our buildings. Never dispose of any hazardous or burning materials or unwrapped food of any kind in the trash chutes. Do not leave any trash outside the chutes, and if your trash is too large to easily slide down the chute, take it down to the first-floor trash room.

Each building has a designated area for your recyclables on each floor as well, and large recycling containers in the trash room on the first floor. Recyclables should **not** be put down the trash chutes with your "real" trash. If the small recycling bin on your floor is full, we ask that you do not pile up recycling on the floor beside it, but please take it down to the trash room on the first floor. And please flatten **all** cardboard boxes and containers, large and small, and take these down to the first-floor trash room as well, rather than leaving them on each floor. There is no need to separate recyclables; mixed paper, bottles, cans, and plastic containers can all be placed together in any bin. Please note that soft plastic bags are not

allowed to be recycled in the city of Boston. For more information about what you can and can't recycle, visit http://www.cityofboston.gov/publicworks/RecyclingandSanitation/faq.asp. or www.recyclesmartma.org for an interactive directory.

Violations of the above guidelines related to breaking down of boxes will result in a warning and subsequent fine for first offense of \$150.00 and for second offense of \$250.00.

ADD TABLE w/ reference of "recyclable or not" items — MEGHAN may have existing list from draft signage she has created?

Similarly, items that are illegal to throw out and that require special handling are not allowed in the trash room. This includes paint, motor oil, old heat pumps, computers and computer monitors, and small electrical items with a nickel-cadmium or other rechargeable batteries. There are many recycling options available; try a Google search for "rechargeable battery disposal" or "computer disposal". (Goodwill has a repair/restoration/recycling option for computers and laptops.) The City of Boston holds Household Hazardous Waste Drop-Off Days four times a year; check

boston.govhttp://www.cityofboston.gov/publicworks/wastereduction/hazardous.asp for schedule. Compact Fluorescent Lightbulbs (CFL) contain mercury, and can't be thrown in the trash; they can be recycled at area Lowe's and Home Depot stores.

Violations of the above guidelines will result in a fine for first offense of \$500.00 and for second offense of \$750.00.

Storage Compartments

Keeping hazardous materials in the storage units is prohibited, and any hazardous materials found in a storage compartment may be removed at the unit owner's expense. Storing paint that is flammable is not permitted. All personal property placed in any storage compartment is at the sole risk of the unit owner, and the Condominium is not liable for any loss, destruction, theft or damage to such property.

Violations of the above guidelines will result in a warning with subsequent fine for first offense of \$250.00 and for second offense of \$500.00.

How You Can Help to Reduce or Control Our Fees

Many of the services covered by our fees are fixed contractual amounts, not impacted by individual unit owners' activities. But there are things you can do to reduce your impact on the fees you pay.

1) Conserve water. Installing low-flow toilets, environmentally friendly showerheads, and modern dishwashers and washing machines will reduce our community's water use. So will taking shorter showers. Water usage is the largest resident-controllable cost in our budget.

- 2) Recycle. The City of Boston provides trash pickup only once per week, which is not sufficient for a community of our size. Two additional pickups each week are paid for by the condominium. We do not pay for city recycling, so any item you throw out that could be recycled in addition to damaging the environment costs us money and impacts your condominium fees.
- 3) Take care of common areas. Litter creates more work for our cleaning staff. Allowing your pets to relieve themselves anywhere on the property except in designated areas creates more work for our landscapers and may result in a fine to the pet owner. Carelessness can lead to unnecessary repairs. We can all have a positive impact on our condominium fees when we take care of our common areas.

Important Resident Guidelines

Moving In, Moving Out and Large Item Deliveries

Delivery Access

All large item deliveries (e.g., furniture and appliances) must be scheduled with the Management Office. It's important to make sure an elevator is available, and pads are installed if necessary.

For the Forbes Mill building, all large item deliveries must be made via the ramp at the rear entrance of the building. On site staff need to open and close the door at the head of the ramp. Large delivery trucks may not park in front of the building. The hours are 8:00am to 4:00pm Monday through Friday.

For Baker Mill, all large item deliveries must be made through the service entrance, and use only the west (left) elevator. Delivery trucks should park in the cut-out in front of the building, by the entrance to the property. Delivery truck parking is not allowed anywhere along the Baker Mill side of the driveway. With required notice, Management will reserve the driveway cut-out with cones.

For Park Mill, scheduled large item deliveries are made through the front entrance.

For Water Mill and the Carriage House, all delivery trucks should park on the right side of the drive only, in front of the Park Mill building, with flashers on.

Please note that replacement of some major appliances may require water to be shut off, and MUST be scheduled at least five days in advance. You can reference "Plumbing & Water Shut-off" under the "Utilities, Repairs, and Maintaining Your Unit" section of this handbook.

Scheduling Your Move-In, Move-Out & Deliveries

Moving in, moving out, delivery of large items, and removal of large items need to be scheduled with the Management Office as far in advance as possible. *Only one move-in or move-out can be scheduled per day at Baker Square*. The Management Office will coordinate a master schedule for all buildings, and where applicable will make preparations such as elevator padding, allowing elevator lockdown for the move, unlocking/securing the rear doors for the Forbes Building, etc. There is a \$250 fee for both moves in and out.

Move-in and move-out can only be scheduled between 8:00am and 4:00pm, Monday through Friday

A Certificate of Insurance from your moving company, naming Baker Square Condominium Association as an additional insured, must be faxed or emailed to the Management Office prior to any move in or out.

Commented [LG1]: This heading may be extraneous - we can delete if so.

Violations of the above guidelines will result in a fine for first offense of \$500.00 and for second offense of \$750.00.

Parking

Deeded Spaces & Vehicle Registration

Numbered spaces in the parking lot, the Forbes garage, and the Water Mill garage are deeded to individual units and are for the use of residents only. Anyone parking in a numbered spot that belongs to someone else runs the risk of being towed.

Each unit owner must have at least one deeded parking space, and cannot own more than two deeded parking spaces.

Our Management Company maintains a file of each deeded parking space and pertinent information about the unit owner and automobile. Please be sure to inform them of any changes.

For residents who park in the Forbes or Water Mill garages, access is by garage door opener and your space is for automobile parking only. All garage and resident parking lot spaces are for parking of passenger vehicles; parking of trailers or boats are prohibited. Residents are permitted to park commercial vehicles in their parking spaces provided that the size of the vehicle does not affect the neighboring parking spaces and that the vehicle is kept in good condition. At any time, the privilege of parking a commercial vehicle may be revoked at the sole discretion of the Board of Trustees.

When weather predictions indicate a storm with potential to disrupt electrical power, the garage doors will be locked in the open position, as will the rear gate. Residents are responsible for monitoring storm predictions and for moving their cars if driveway or garage flooding is anticipated.

Management will ask for updated vehicle, emergency contact and pet information as needed.

Parking for Disabled Residents and Visitors

A limited number of parking spaces for disabled resident and visitors are available behind Forbes and in the parking lot along the side of Park Mill. They are available on a first come, first served basis. Your handicapped plate or placard must be clearly visible at all times or the car will be towed.

Loading/Unloading

Loading and unloading of resident vehicles that can be accomplished within fifteen minutes is allowed on the Forbes and Park Mill side of the drive only, or in the cut-out in front of Baker Mill. Flashing hazard lights are required. We must maintain clear passage for police and fire vehicles at all times, therefore parking or idling in front of Baker Mill (except for the cut-out), the Carriage House, and Water Mill is strictly forbidden. This policy also applies to visitors waiting to pick up a resident. Idling is prohibited. Violators are subject to tow or fine, or both.

For loading and unloading of commercial vehicles or large items, please refer to the "Moving In and Large Item Deliveries" section.

Visitor Spaces

Visitor parking spaces are located in the first row of the parking lot across from Water Mill and at the back of the lot toward Central Avenue. Visitor spaces are for the use of guests of residents or for those contracted to provide services to the condominium. Residents are prohibited from parking in visitor spaces at any time, unless it is required due to work in one of the garages, or briefly after visitor spaces are plowed, to facilitate the clearing of numbered spaces. Visitor parking is limited to three hours unless a visitor parking hangtag is visible and hung from the car's rearview mirror. Each unit has been issued visitor hangtags; please contact the Management Office if you need additional visitor hang Tags. With a visitor parking permit, parking is limited to three (3) consecutive nights in any thirty-day (30) period. Any guest requiring parking for a period longer than three (3) consecutive nights or more than five (5) nights total in any thirty-day (30) period must make alternate parking arrangements. A notice will be placed on any vehicle parked overnight which does not have a hang tag on display; the car may be towed without any further notice.

If you have visitors, contractors or other vendors visiting or working in your unit, please ensure that they park in visitor parking rather than along the driveway. All construction and commercial vehicles must park in visitor parking to the rear of the main parking lot. Notify the Management Office about any contractors who will be working in your unit. Any vehicle accidentally parked in a numbered space runs the risk of being towed by the owner of the space without any notice.

Rear Gate

The rear entrance/exit to Central Avenue is for resident use only. Each vehicle has been supplied with an access card that operates the gate. Please do not manually force the gate.

When weather predictions indicate a storm with potential to disrupt electrical power, or to facilitate snow plowing, the gate will be locked in the open position.

Renting Parking Spaces

Residents may rent their deeded space(s) to other Baker Square residents only. If you would like to rent your space, or if you are seeking to rent a space, notify the Management Office and they will provide the owner's contact information to any resident seeking to rent an additional space. Each owner may set the price for rental of his/her parking space. Vehicle information and contact information must be given to the Management Office.

Snow Removal

The Association is responsible for plowing the parking lot, the cobblestone drive, the area between Forbes and Park Mill, and the back exit to Central Avenue. The Association is also responsible for shoveling and salting the main walkways, and the sidewalks on Adams Street along our property.

While clearing individual parking spaces of snow is a resident responsibility, the snow removal company will try to plow individual spaces when there is room for the plow to safely remove the snow without risk of damaging an adjacent car. If possible, residents should move their cars to another location to ensure their spaces are plowed.

If the sidewalks become slick overnight and pose a danger, please contact the Barkan after hours line at 617-482-5500. A container of ice melt is placed in each lobby during the winter months.

Speed Limit

The speed limit in our community is ten miles per hour. Please be mindful of the fact that our cobblestone drive creates a lot of noise as cars drive over it, and the noise gets louder as your speed increases. Be considerate of your neighbors whose units face the driveway. Please also be aware of pedestrians and animals.

Towing

Cars parked in the wrong numbered space are subject to towing. Towing must be initiated by the owner of the deeded space. Our towing company is Walsh Towing and they can be reached at 617-269-8697 or 617-593-3860.

Residents who request a car be towed from their deeded space must present to the tow truck operator either (1) a driver's license or utility bill with an address of 1241, 1243, 1245 or 1255 Adams Street, or (2) a copy of the lease for the unit you are occupying, which shows the address, or (2) a copy of your deed. Absent this documentation, the tow company is not authorized to tow.

Cars parked in visitor spaces for more than three consecutive nights in any 30 day period will be towed. Our on-site night watchman tracks the license plate of cars that are parked during the

evening and overnight, and reports the list to the Management Office daily. The Management Office will contact the towing company if the same cars are parked a fourth time in any 30 day period. If you have a guest staying longer than three days, contact the Management Office to locate a space that might be available for short-term rental. And if you notice cars during the day that are repeatedly parked in a visitor space, please contact the Management Office at 617-296-2287 with this information.

Cars parked in a handicapped space without a current official hang tag or handicap plate are subject to towing.

Auto Repairs and Cleaning

Work on cars (washing, repairing, etc.) is forbidden in the parking lot or in either of the parking garages

Violations of the above guidelines will result in a warning and subsequent fine for first offense of \$250.00 and for second offense of \$500.00.

Quiet Hours & Resident Consideration

Noise & Disturbance

Please consider your neighbors when you play a radio, musical instrument, or television. Quiet hours are observed between 11:00 p.m. and 7:00 a.m., 7 days a week. Between these hours, volumes on all such devices should be kept as low as possible so as not to disturb residents of other units. Please do not use a vacuum cleaner, exercise equipment, or conduct noisy repairs during quiet hours. In the event of a public disturbance, call the Boston Police Department and report the incident to the Management Office.

Please be aware that the height of the buildings along the driveway contains and carries noise. Even normal conversation on the sidewalk will carry and can be heard inside the units facing the driveway. This can be especially problematic after hours.

All additions, alternations, and improvements must be performed by a licensed contractor, during the weekday, between the hours of 8:00 am and 5:00 pm. Please notify the Management Office of any contractor who will be working on site and ensure that they follow the parking and access rules.

Peaceful & Quiet Enjoyment

Every owner/resident is entitled to peaceful and quiet enjoyment while in their unit. Report any noise disturbances to the Management Office. The origin of each report will be kept confidential. Each report will be investigated thoroughly and residents who are the subject of repeated reports may be subject to fine. Please note that owners who rent are responsible for the conduct of their tenants, and are responsible for any fines incurred by their tenants.

Violations of the above guidelines will result in a warning and subsequent fine for first offense of \$250.00 and for second offense of \$750.00.

Smoking

Smoking, including smoking e-cigarettes, is forbidden in all common areas. This includes lobbies, parking lot, hallways, garages, elevators, trash rooms, mail stations, the fitness center, the pool, the function room, along the sidewalks, and on the riverside patio. While smoking is permitted inside of the condominium units, we ask that if you are doing so to please be considerate of your neighbors.

Please pick up your cigarette butts, as you would any other trash, and dispose of them responsibly. There are cigarette receptacles placed on the Adams Street public sidewalk. Please make sure cigarettes are fully extinguished.

Violations of the above guidelines will result in a fine for first offense of \$500.00 and for second offense of \$750.00.

Soliciting

Soliciting is prohibited on the premises. Soliciting includes, but is not limited to, petitioning in common areas or going door-to-door, fundraising, selling goods or services, leafleting cars, and posting or distributing political or commercial materials. Please report any soliciting to the Management Office.

Pets

Size and Type

No animals or reptiles of any kind are allowed in any condominium unit without the prior consent of the Trustees, with the exception of up to two customary house pets in any unit that are kept for personal, non-commercial purposes. Please see Appendix VI for the complete pet policy. At the sole discretion of the Trustees Any pet causing or creating a nuisance or unreasonable disturbance or noise can be permanently removed from the Condominium upon three days' written notice from the Trustees. Pets that relieve themselves anywhere on the property, except for designated areas, constitute a nuisance.

Walking/Pet Stations

All pets must remain on leash when outside of a condominium unit, and anyone walking a pet must be in control of the animal at all times.

Owners must not allow pets to relieve themselves <u>anywhere</u> on the property with the exception of designated pet stations. There are two: one is located behind Park Mill and the other in the enclosed area located along the river outside the DCR park fence. Bags are provided, and waste must be removed and disposed of properly. Urinating on the grass, in the flower beds, on the sidewalk, on the cobblestones, or anywhere with the exception of the two designated pet stations is forbidden. Violators are subject to fine or removal of the pet.

Pet Information

A Pet Agreement must be completed by all residents who own cats or dogs; the form can be found online at www.barkanco.com/Resident-sign-in or requested from the Management Office. Owners must provide the required pet information, including copies of a current City of Boston dog license, and a photo of each pet. Renewal licenses must be submitted to the Management Office yearly.

Please refer to Appendix VI for the Pet policy.

Violations of the above guidelines will result in a warning and subsequent fine for first offense of \$250.00 and for second offense of \$500.00.

Safety & Your Surroundings

Living in an urban environment, you are responsible for your own safety and for being cognizant of your surroundings at all times. Please keep all doors and windows locked at appropriate times and do not open your door, or the entrance doors, for strangers.

Cameras

Cameras are located both inside and outside the buildings. Any suspicious activities should be reported immediately to management, security, or the Police, noting the time and location. While there is not universal coverage of all areas of the property, cameras have been added in 2023 to provide additional coverage. The recordings are helpful to Management or law enforcement if an incident requires review.

Doorways

Building doors should be kept closed, locked, and unobstructed at all times. If you are followed into the building by someone you do not recognize, do not feel awkward about asking to see that person's access fob. If they do not have one, you should suggest they use the intercom so a friend can buzz them in.

As a safety precaution, please keep the door to your unit locked at all times.

Need to add language around not allowing people in without escorting as a practice

There have been occasional instances of non-residents entering the building and stealing packages or belongings in the basement or casing the upper floors. In every case video recordings have shown that a resident allowed those persons into the building behind them without checking to see if they had a reason to be in the building.

We ask that you be aware of who is entering the building that you don't know. Although many residents may be uncomfortable doing so, we have found that in most cases a friendly greeting such as "Hi, I don't know you, are you new in the building or visiting someone?" will easily determine if they are a new resident ("Welcome to Baker!") or if they are visiting someone, in which case they will give a name. You may then apologize and say something like, "I'm sorry but I'm not allowed to let you into the building," and perhaps offer to help or show them how to use the intercom.

If the person is there with ill intention they will most likely make some excuse and go away. If they persist, we ask that you immediately call management, security, the Police, or another resident. This is our home and we need to help each other.

Intercom

An intercom system is located at the main entrance of each building which connects to a phone number provided to the management office.

If someone you do not know requests entry to your unit, ask for positive identification before granting entry. Our community policy is to require confirmation or escorting of guests. Don't hesitate to check their credentials by phone and / or escort the guest to the resident unit to verify. If you notice anyone acting suspiciously, please report it immediately to the Boston Police Department and the Management Office.

Do not release the door until you have confirmed the person requesting entry is your expected guest. Under no circumstances should you release the door for a stranger. Please only let people in if you know them or if you are expecting them.

The safety of the residents and their belongings is the responsibility of everyone art Baker Square.

Night Watchman

An on-site night watchman is present from 10:00 pm to 2:00am each evening. The primary responsibilities of our night watchman are to monitor the buildings and grounds and to report suspicious activity to the Boston Police when warranted. The night watchman makes periodic rounds of the buildings and the grounds. He can be reached at 857-271-8233. Please note that this number is NOT for emergency use. In the event of any emergency please call 911. Also, please note that the watchman is not a police officer nor a security officer, and is being provided simply to report any suspicious activity which s/he may observe. You should not rely on this person to provide any enhanced security or safety and should always call 911 to report any concerns regarding safety or security.

A log is kept of the vehicles parked in Visitor spaces and a notice is left on any car parked overnight without a unit owner's Visitor tag hanging from the rearview mirror; (2) cars parked two consecutive nights, reminding the owner that there is a three-day limit. On the fourth consecutive night that a vehicle is parked in a visitor space, it will be towed.

Power Outages

In the event of a power outage, an emergency generator will activate automatically and will power common area lights, elevators, and garage doors (Management will lock the garage doors in the open position if there is a prolonged power failure).

Commented [LG2]: Requesting rewording on this revised draft language (this was quick attempt which can be materially improved, I'm sure.)

Utilities, Repairs, and Maintaining Your Unit

Owners are responsible for the maintenance and upkeep of their individual units, and for ensuring that the condition of their unit does not pose a threat to the community (fire hazards, excessive trash, pest problems, etc.)

Cable

All units are pre-wired for Comcast, Verizon Fios, and Starry Internet. To install, please contact each provider directly. Owners may not install external antennas, satellite dishes or any other external communication apparatus.

Electric

Unit owners are responsible for their own electricity. This includes utility costs for electricity, as well as upkeep and maintenance of electrical fixtures and outlets.

Please call Eversource at 1-800-340-9822 to set-up your electric service.

Unit owners are free to choose their own electrician for repairs. Permission is required before any electrical additions, alterations, or improvements are installed. If you are interested in a recommendation, please contact the Management Office at 617-296-2287.

Heating & Air Conditioning

Our heat and air conditioning are made possible by hot and cold water running throughout the buildings. Heat pumps, which provide hot or cold air into individual units from circulating hot and cold water, and the electricity to run them, are the responsibility of the unit owner. The water bill for the entire condominium is the responsibility of the Association and all our residents.

Unit owners are free to choose their own HVAC professionals for repairs. If you are interested in a recommendation, please contact the Management Office at 617-296-2287.

If you think your heating or air conditioning issue might be caused by factors outside your unit, please contact the Management Office prior to initiating any work.

Air filters for your heat pump units are available twice per year, and are included as part of your condominium fees. To schedule a drop-off, please contact the Management Office.

Internet

High-speed Internet service is available through Verizon, Comcast, and Starry. Both the Function Room in the Park Mill and the small conference room in the Baker Mill are Wi-Fi

enabled. The Park Mill function room Wi-Fi password is Adams1243. The Baker function room password is 1245Adams.

Telephone

To have Verizon telephone service installed, call 1-888-456-2103 or visit www.verizon.com. Telephone service is also available via Comcast Cable (see above for contact information) or other providers. Note: Phone installations may require access to electrical closets, so must be done between 9AM and 3PM.

Plumbing & Water Shut-off

Unit owners are responsible for their own plumbing (fixtures and pipes within the unit, or exclusively servicing the unit), and are free to choose their own plumber for repairs. If you are interested in a recommendation, please contact the Management Office at 617-296-2287.

The Association is responsible for the community infrastructure that allows these services to reach your unit. The care and maintenance of the central pipes that connect the community to water and sewage are the responsibility of the Association, as are the wires that connect our community to the electrical grid. The Association is also responsible for the costs of water and sewage, including amounts used within individual units.

If you think your plumbing issue might be caused by factors outside your unit, please contact the Management Office prior to initiating any work.

When you book an appointment with your plumber, please ask if any of their work will require water to be shut off. In general, work confined to the kitchen does not require water shutoff to others in the building; upgrading bathrooms or replacing washing machines generally does. Shutting off your water will affect your neighbors, and you will need to coordinate with the Management Office. Except for plumbing emergencies, five days' notice is required. Building water shut offs will not be scheduled on Fridays. Also, please let the Management Office know of your plumbing appointment even if the water won't be shut off; this way you don't have to worry about someone else requesting a water shut-off for the same time. If you are upgrading a bathroom, please have your plumber install a shutoff valve in the new pipe, which can be done at minimal cost.

Additions, Alterations, & Improvements

Unit owners are free to redecorate, re-carpet, paint, or make other improvements to their units, at their own expense. For all structural, mechanical, and electrical changes (for example, moving a wall) owners are responsible for securing all necessary permits as well as written consent from the Board, acting on behalf of the Condominium Association.

In the event of significant proposed additions, alterations, and improvements – those in excess

of \$10,000, or that require access to or modification of common systems, regardless of estimated cost, please contact the Management Office. There are additional forms, insurance certificates, permits and checklists required before commencing any work. Detailed instructions and forms required can be obtained from the office, or found on condocafe.com

All additions, alterations, and improvements must be performed by a licensed contractor, during the weekday, between the hours of 8:00 am and 5:00 pm.

Exterior Decorations & Hallways

Exterior decorations, including but not limited to, wreaths, door knockers, welcome mats, holiday lights, political signs, illuminated signage, or advertisements, are not permitted on unit doors or on any window. An exception is that holiday wreaths are permitted on doors between the Friday after Thanksgiving and January 6th.

The Boston Fire Department requires that hallways are free and clear of belongings at all times. Such items include, but are not limited to, doormats, bicycles, shoes, baby carriages, and toys. Unit owners who leave items in the hallways are subject to a fine, and removal of the items without notice. Items removed will be kept in the Management Office for three days, then discarded.

Brick Walls

Our brick walls are one of the prettiest features of our historic mill buildings. For the most part, no special care is required. There are two exceptions.

Some units might notice a white powder on the bricks, called efflorescence. This is caused by water moving through the bricks and leaving a mineral deposit on the surface. Removal of efflorescence is the responsibility of individual unit owners. The Association can recommend a company that provides this service; call the Management Office at 617-296-2287.

The other exception is repointing of the exterior walls (replacing the filler between the bricks), due to weathering. This is the Association's responsibility.

Windows

Windows are the property of the unit owners, along with interior window frames and trim. With the exception of outside washing, which is provided by the Association, care and maintenance of the windows is the owner's responsibility. Unit owners are free to replace their windows, subject to approval by the Board of Trustees to ensure conformity with the uniform look of our historic buildings.

Signs

Per the Master Deed, air conditioners, antennas, light fixtures, signs, or any promotional display (including posters or banners) are not permitted to be placed or attached to any Unit or any part of the Unit which would be visible from the outside of the Unit.

Floor & Carpet

Unit owners own their floor coverings (carpets, tile, hardwood floors, etc.) Unit owners are free to change their floor coverings but should note the following: with respect to wood floors, if, in the sole judgment of the Trustees, a bare wood floor is creating an annoyance to other unit owners, the Trustees can require that the owner, at his or her own expense, cover up to 80% of the wooden floor area with carpeting or implement equivalent noise reduction measures.

Pest Control

Pest control inside units is the responsibility of unit owners. However, if you have repeated infestations please contact the Management Office.

Management can arrange for the Association's pest control company to service a unit, at the owner's expense, on the day of the month they are on the property. Please contact the Management Office at 617-296-2287 to make arrangements.

Leasing Your Unit

Units may be occupied by a maximum of two persons per bedroom. (This applies equally to owner-occupied units as well as leased units.)

Units may only be occupied by:

- Unit owners
- Persons occupying the unit jointly with a unit owner
- Lineal descendants
- Adopted children
- Spouses
- Parents
- Others as approved by the Trustees

Leasing your unit is subject to approval of the Board of Trustees. Approval must be received before the unit is put on the market to be rented. Any lease or rental agreement must be in writing and must meet Condominium requirements. Leases must be for a period of at least six months, must be for the entire unit, and cannot include any right of subletting or assignment. All leases need to be on a standard form approved by the Trustees and cannot be entered into without the prior written consent of the Trustees. A copy of the lease or lease extension must be submitted to the Management Office at least 15 days prior to occupancy or renewal date, and failure to do so in advance of occupancy or renewal will result in a fine. Short-term rentals are prohibited.

The above does not apply to a Unit Owner having overnight guests, so long as such guests do not occupy the Unit as such person's residence.

Violations of the above guidelines will result in a fine for first offense of \$500.00 and for second offense of \$750.00.

Commented [LG3]: Change to 1 year duration based on upcoming amendment

Community Engagement

We have a number of residents with various areas of interest that benefit our community. We are always open to new participants. You can learn more on our website at bakersquarecondominiums.com

We welcome anyone who wants to join a committee or form a new one. Please contact a committee member or the Board if you are interested.

Existing Committees

Communications Committee
Community Engagement Committee
Finance Committee
Improvements Committee
Landscape Committee

Book Club

The Baker Square Book Club meets monthly; contact the Management Office to be added to the Book Club email list. Book Club selections are posted on the bulletin boards; all are welcome.

Management Company

Our community is currently managed by Barkan Management, a well-established property management firm that manages over 150 properties in Massachusetts.

Responsibilities

Our Management Company is responsible for the maintenance of the buildings and common spaces, collecting all revenues, and paying all bills of the Association. Examples include: vendor negotiations for trash disposal, cleaning of common areas, landscaping, snow removal, HVAC maintenance, and supervision of our on-site staff members, who are Barkan employees. Management Company employees also meet with the Trustees as needed and provide a monthly accounting of finances.

Owners are responsible for all maintenance and repairs within their units, including all windows and interior window frames and trim, the interior sides of all brick walls and doors, and any skylights within their unit.

If issues arise where there might be a question of responsibility (for example, certain plumbing or heating issues), please contact the Management Office prior to repairs.

How We Communicate

You will receive communications from the management company and from the Trustees in a variety of ways.

Our primary and preferred method of communication is via email and this is how we distribute our periodic newsletter, meeting announcements, and other official communications of interest to residents. Please ensure that the Management Office has your current email address on file. If you do not use email you must notify the Management Office so that hard copies of notices are left for you at your door. If your unit is rented, it is your responsibility to make sure that the Management Office has email contact information for your tenant(s).

Our Management Company maintains a Portal for Baker Square residents at www.Barkanco.com/Resident-sign-in. This is the most efficient route for placing routine maintenance requests, checking on the status of a previously submitted request, reviewing condominium documents, finding required forms, checking the status of your condominium fee account, updating your contact information, car information, and emergency contacts.

Baker Square has a website at bakersquarecondominiums.com which has an Owners page for important information and some directories, as well as News, and Events for our residents. There is also a Baker Square Facebook Group which can be found and joined on Facebook. We invite you to visit the website and the Facebook page as often as desired.

For some documents (e.g. proposed amendments to the Master Deed), we are required by law

to send them to unit owners via registered mail. If you rent out your unit, please make sure the Management Office always has your home address on file.

Official announcements from the Association may be posted in designated areas by the elevators and mail stations. In some cases, you might also receive an announcement tucked into the area between your doorknob and doorframe. Please note that owners and residents may post announcements of local events of interest on the bulletin boards, however leafleting anywhere on the property is prohibited.

Enforcement of Rules

Enforcement of most rules is complaint driven. Please feel free to confidentially file a report with the Management Office at 617-296-2287 or via email: manager@barkersquarecondos.com

Additional Documents

You should have received the following three documents from the previous owner of your unit:

- 1) Declaration of Trust
- 2) Master Deed
- 3) The Resident's Handbook, containing the condominiums rules and regulations in effect at the time of purchase. This document is updated periodically.

Each of these documents is available electronically on the Management Company's website at www.barkanco.com/Resident-sign-in. If you have any difficulty accessing the site, contact the Management Office for assistance.

Additional hard copies of any documents can be obtained for a fee by contacting the Management Office at 617-296-2287.

Condominium Business Operating Information

Condominium Fees

Assessments

From time to time, the cost of unexpected maintenance, repairs or capital expenditures might exceed the annual budget. When this happens, the Board of Trustees has the authority, and a fiduciary responsibility, to assess unit owners for the shortfall. An assessment might be due to an unanticipated budget impact, such as excessive snowfall during the winter. Or it might be due to a large repair effort if there are insufficient funds in the reserve account.

How Fees are Determined

Each year, the Board of Trustees will develop a budget for the upcoming year. The condominium fee for each unit is a percentage of the budget based on that unit's beneficial interest. Beneficial interest percentage is calculated by the fair market value of the unit at the time of adoption of the master deed (please refer to MA General Law 183a, Section 5 and amended Master Deed). The budget is generally set and communicated in November for the upcoming fiscal year, which runs from January to December.

Payment of Fees

Fees are due on the first of every month, and a late fee (currently \$25) will be assessed to all payments received after the 15th of each month. Payments can be made by direct debit; Please visit www.ClickPay.com/Barkan or through coupon booklets which are mailed to each owner. Please note that your payments are applied to any outstanding fees, fines or late fees first, and then to regular condominium fees.

Payments must include your account number, and should be sent to:
Baker Square Condominium Trust
Barkan Management Co.
P.O. Box 62011
Newark, NJ 07101-8060

What's Covered

Condominium fees cover the shared expenses of our community, and include: building operation and maintenance, landscaping, snow removal, maintenance of common areas, night watchman, common area utilities, master insurance policy, flood insurance, on-site staff, the Management Company, and contributions to the reserve account for capital expenditures. They also cover the hot and cold water systems that provide us with heat and air conditioning. Condominium fees do not cover repairs inside individual units, nor do they cover each unit's electricity, telephone, or cable.

Commented [LG4]: From here through the "History" section could be moved AFTER the Appendices if desired. (Logically, Appendices are typically the last pages of a document but we can adjust as needed.

Insurance and Taxes

Home Owners Insurance

The Condominium Association maintains a "Master Policy" that covers damage to the buildings and common areas. Each year, our insurance broker issues a letter that is forwarded to each unit owner which contains a complete listing of coverages, as well as recommendations for coverage to be carried by individual owners. Condo owners will need to carry their own homeowner's insurance policies (HO6), covering any damages to personal property and interior surfaces within their unit.

Property Taxes

Property Taxes are the responsibility of individual unit owners. If for example Baker Square is your primary residence as of January 1, 2018 you are eligible for a residential exemption which reduces your property taxes for the next fiscal year, which begins July 1, 2018. Unit owners must live in the unit for one year before filing for residential exemption. For example, an owner-occupant as of January 1, 2018, who files for the residential exemption by April 1, 2018, would be eligible for the exemption during the third quarter of Fiscal 2018. For more information, visit http://www.cityofboston.gov/assessing

Condominium Structure

Annual Meeting

There is a requirement in the Condominium Documents for an annual meeting, generally held in June, for the purpose of electing Trustees. Each unit has one vote, which is weighted by the beneficial interest of that unit. At least 51% of the beneficial interest of the Condominium must vote in order for the ballot to be certified. In the event that a quorum is not achieved, vacant positions will be filled by the Board of Trustees. Voting can be either in person or via proxy.

Board of Trustees

The Board of Trustees is comprised of seven owner representatives, each serving for a three year term with seats expiring on a staggered basis to ensure continuity. Trustees cannot be elected for more than two consecutive terms but may serve again after not serving for a one year period. Each year, the Board will elect one Trustee to serve as President. The primary responsibilities of the Board of Trustees are:

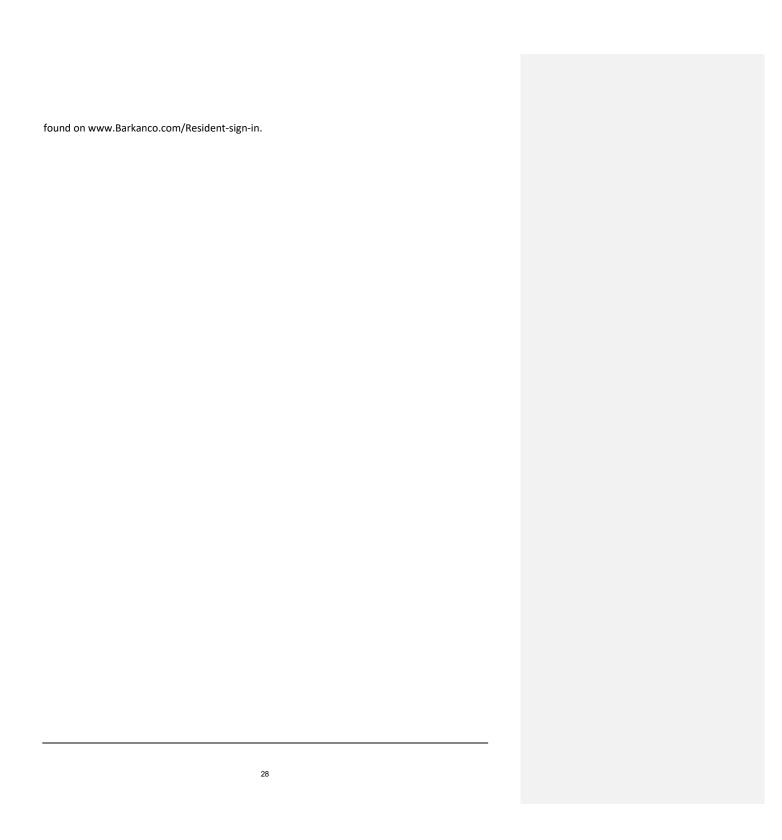
- 1) Financial. The Trustees are responsible for creating the annual budget, monitoring and acting upon the budget during the year, and approving non-budgeted expense items. Trustees are also responsible for approving financial arrangements for the procurement of goods and services deemed necessary to run the Condominium.
- 2) Selection and oversight of the Management Company.
- 3) Chairing of Committees.
- 4) Making operational policy decisions, with the exception of decisions that require a vote of the beneficial interest (as outlined above).

Board Meetings

An open meeting of the Board of Trustees is generally held once per month, currently on the second Thursday of the month. Residents are welcome to submit topics for Board discussion and may request to schedule a meeting with the Board members for discussion if needed.

Voting by Beneficial Interest (Equity Percentage)

Each condominium unit has been assigned an equity percentage of the property, also known as that unit's beneficial interest. Voting privileges, as well as shared owner responsibilities (condominium fees) are determined based on the unit's beneficial interest. The formula for beneficial interest considers a number of factors, including size of the unit, location of the building, and location of the unit within the building. Beneficial interest calculations are governed by the laws of the Commonwealth of Massachusetts and cannot be changed by the Association; the beneficial interest of each unit is contained in the Master Deed, which can be



Historic Baker Square and Lower Mills

Our History

In 1765, a Harvard-educated doctor named James Baker met an Irish immigrant and chocolate maker named John Hannon. With Baker's money and Hannon's knowledge, the two of them converted an old mill on the banks of the Neponset River into the first chocolate mill in America. In the mill, they ground cocoa beans between huge millstones to make a thick syrup. The chocolate syrup was poured into molds to make "cakes" of chocolate, meant to be grated and mixed with hot water to make a chocolate beverage. The cakes were sold under the name "Hannon's Best Chocolate." Hannon's guarantee, printed on the wrapper, was "If the Chocolate does not prove good, the Money will be returned."

The business was successful, and in 1768, the men moved their operation to a new, larger facility. In 1772, Baker opened a second mill, while Hannon continued to operate the older one. It was rumored that the two had begun having disagreements, but nobody knows for sure. When the American Revolution began, things grew difficult for the chocolatiers. Cocoa beans grew more expensive, and in addition, they had to be smuggled into the country so the British Navy wouldn't confiscate them.

In 1779, John Hannon went on a voyage to the West Indies with the intention of purchasing cocoa beans, and disappeared. It is unknown whether he died on the trip or if he merely chose not to return. In 1780, after an amount of legal wrangling with Hannon's widow, Baker gained full control of the company. Thereafter, it was known as "The Baker Company." In 1783 the Revolution ended, and chocolate production returned to normal.

When James Baker stepped down from his position, he turned the company over to his son, Edmund. Edmund expanded the family business significantly, opening another chocolate mill as well as a gristmill and a cloth mill. During the War of 1812, when cocoa beans were again in short supply, it was the grain and the cloth that kept the family in business. During this time, in fact, the chocolate operation ceased completely for two years due to an inability to import cocoa. Once the war was over, Edmund tore down his original chocolate mill and built an even larger one.

In 1824, Edmund retired and let his son, Walter, take over the chocolate business. Walter was the last member of the Baker family to run the business, remaining at the helm until his death in 1852. By this time, there were four independent chocolate manufacturers in Lower Mills: the Baker, Preston, Ware, and Webb & Twombley Companies.

After Walter Baker's death, Henry L. Pierce leased the chocolate mill and began to expand the company and its market. Over the next several years he bought out his local competitors and began marketing Baker's chocolate nationwide. Pierce bought the interests of the Baker family in 1886 and continued to run the company until his death in 1896. That year the Forbes

syndicate, led by Milton summer resident J. Murray Forbes, bought the company for \$4.75 million and began a tremendous expansion of both the physical plant and the worldwide market for its chocolate. The company displayed its chocolate at national and international expositions and competitions. As a result of seeing the chocolate displays of the 1893 Columbian Exposition in Chicago, Milton Hershey of Lancaster, PA's Lancaster Carmel Company hired two chocolate makers from Baker Chocolate and opened Hershey's Chocolate in 1894.

Most of the buildings you see today throughout the Baker Chocolate Mill complex were built between 1902 and 1919, a time of tremendous expansion. In 1927 the Forbes Syndicate sold the company to the Postum Company, which later became General Foods Corporation. The factory remained open until 1966, when General Foods moved the company to Dover, Delaware and ended two hundred years of chocolate manufacturing in Lower Mills. Baker's Chocolate is still made by Kraft Foods.

The Adams Street Bridge is located at the entrance of Baker Square Condominiums and also has historical importance. The first bridge was built slightly upstream by Israel Stoughton in 1634 in exchange for rights to build a grist mill and fish weir on the river. This was the first grist mill in New England. The first stone bridge was built in 1765 using massive granite "clapper spans" and a wood deck. These clapper spans are still in place beneath the current structure. The bridge was widened in 1847 and again in 1871, and in 1934 it was reconstructed with steel floor beams, concrete deck, and concrete encased girders.

The bridge was dedicated in 1986 to George J. Roper, a Lower Mills resident killed after parachuting into Germany during World War II. In 2002 the Massachusetts Highway Department planned to demolish and rebuild the entire bridge structure. Due to the bridge's historic nature and important fish habitat in the river, the department built the more appropriate bridge restoration we see today.

The Neponset River, along the southern border of our property, is the dividing line between Boston and Milton. If you continue past the bridge you'll see Milton Landing (est. 1640) on the left side of Adams Street. Notice the statue and commemorative plaque: "Near this spot were enacted on September 9, 1774 by about seventy patriots assembled at Daniel Voses Inn the Suffolk Resolves which carried by Paul Revere to the Continental Congress at Philadelphia became a powerful influence in the adoption of the Declaration of Independence."

Today, Forbes Mill, Park Mill, Baker Mill, Water Mill, and the Carriage House make up Baker Square Condominiums. The Walter Baker Administration building, to the left as you exit our driveway, houses City of Boston artists' lofts. The Pierce Mill across Adams Street is now Baker Chocolate Apartments, and the Webb Mill to the right as you exit the driveway houses Milton Hill Sport & Spa and other commercial offices. Our Lower Mills neighborhood is a great example of successful and practical historic preservation. In fact, the Dorchester-Milton Lower Mills Industrial District was added to the National Register of Historic Places in 1980.

For more detailed history, including old photographs, maps, and biographies, see www.bostonhistory.org/sub/bakerschocolate.

Public Transportation

Baker Square Condominiums is conveniently located close to public transportation. The Milton T stop is located one block away at the corner of Adams and Eliot (turn right on Adams). The vintage trolley takes you three stops – through a cemetery, no less – to the Ashmont terminus of the Red Line, which will take you into downtown Boston or Cambridge. You can also easily transfer at South Station to the silver line to Logan Airport. In addition, several bus lines run along Adams Street, Central Avenue, Dorchester Avenue, and River Street. Go to www.mbta.com for more information and to view schedules and service disruptions.

Neponset River - Wetlands Protection Order of Conditions

The Baker Mill, Carriage House and Water Mill all directly abut the Neponset River. Our riverfront location added several layers of regulation, requirements and oversight before, during, and after development of these three buildings. Public access requirements were satisfied by the creation of the DCR public park adjacent to the Water Mill (see below), construction of the public boat ramp at the far end of the property, and the addition of a pedestrian easement extending from Adams Street to the park. The state's Department of Environmental Protection attached 63 additional license requirements and conditions to the development, issuing a formal "Order of Conditions" prior to the commencement of work. Most conditions had to do with protection of the river and the wetlands during construction. All requirements during construction, monitored by the Boston Conservation Commission, were satisfied.

We all share a responsibility for protecting the river and the adjacent wetlands. A half-dozen of the requirements in the Order of Conditions are specific ongoing responsibilities, including periodic cleaning of catch basins, insuring there is no use of toxic pesticides or chemicals on the property, no dumping of debris in the river, and that all owners and residents are made aware of these restrictions. The Association is responsible for enforcing these requirements. The Orders of Conditions are posted in their entirety on condocafe.com along with the other official condominium documents. The Boston Conservation Commission is the regulatory body which oversees river and wetlands protection and preservation within the city. The Commission administers the Massachusetts Wetland Protection Act (M.G.L c131 s.40), the Massachusetts Rivers Protection Act (HB s. 18.26) and the Conservation Commission Act (HB s. 18.9). http://www.cityofboston.gov/environment/conservation/

Public Park

The park that extends from Water Mill to Central Avenue is a state DCR (Department of Conservation and Recreation) property. The park is open to the public from sunrise to sunset daily. In 2012, the state repaired and reopened the old railroad bridge spanning the Neponset

River, linking the park and Baker Square to the DCR bike/walking path on the Milton side of the river. (More information about the bike path can be found in the *Historic Baker Square and Lower Mills* section of this document, under *Area Recreation*). Residents of Baker Square are encouraged to enjoy the park and are reminded to abide by DCR rules, which are posted therein.

Baker Square is required to allow the public access to the DCR Park and bike path via an easement from Adams Street. It is a pedestrian easement only – bike riders must walk their bikes the length of the driveway, and no automobiles may enter the property to park in Baker Square guest parking while using the park or bike path. There is also a public canoe/kayak launch located at the Central Avenue end of the property, with short-term parking available in a cutout there for loading and unloading boats Visitors are required to obey all DCR rules. As this is state property, report any violations or suspicious activity to the Milton Barracks of the State Police directly at 617-698-5840.

For a change of scenery, check out the Milton Landing River Walk located next to and behind Milton Landing. It's open to the public from sunrise to sunset as well. A pair of bald eagles established a nest there in 2015 and has returned each year. Herons, hawks and other birds are often seen there, as well as the occasional harbor seal coming upriver looking for warmer waters in the winter.

Local Events

A number of fun and interesting events take place in our neighborhood every year. Watch the building bulletin board for updated information.

Each April, the Massachusetts Affordable Housing Alliance (MAHA) hosts A Taste of Dorchester, an event that brings together some of the neighborhood's best restaurants and hundreds of residents to raise money for their programs. From Jamaican to Vietnamese, Cape Verdean, Irish, Indian, Soul Food and American, guests enjoy delicious culinary dishes from a variety of restaurants across Dorchester. For more information, visit http://www.mahahome.org/index.php?q=tasteofdorchester.

The first annual Dorchester Day Parade was held in 1905. This annual celebration of Dorchester's settlement in 1630 is held, rain or shine on the first Sunday in June. The parade starts at 1:00 pm on the corner of Dorchester Avenue and Washington Street and travels 3.2 miles up Dorchester Avenue to Columbia Road. The parade committee holds a number of fundraising events during the year, including the popular Dorchester Chili Cook Off each March. Check out their website at: http://dotdayparade.com for more information.

A welcome new seasonal addition to the calendar is the biennial Dorchester House Tour the second Saturday in June. Focusing on a different neighborhood of Dorchester each time, this fundraiser for the Dorchester Historical Society is a unique opportunity to explore some of

Dorchester's loveliest private homes.

On Thursday afternoons from mid-June to mid-October, visit the Milton Farmers' Market located at Milton Landing behind the Milton T stop. You'll find an assortment of organic food, fruits, crafts, vegetables, and local specialties. Hours are $1:00-6:00~\rm pm$. From mid-January through mid-March, the Dorchester Winter Farmer's Market is open on Saturdays from $10~\rm am-1~\rm pm$ at the Great Hall in Codman Square.

The Lower Mills Holiday Stroll takes place in mid-November, from 5:30 to 8:00 pm on a weekday evening. Dozens of Lower Mills businesses, on both sides of the river, stay open late and offer refreshments, discounts, and display artwork from area artists. The event is held rain or shine, and a trolley runs between Milton Village and Lower Mills.

Lower Mills Civic Association

The Lower Mills Civic Association (LMCA) is a community forum for discussion of neighborhood issues and community input into planning for growth and development. Through regular contact with our city and state elected officials and Boston Police representatives, LMCA provides an effective voice for united community action. Meetings are held monthly on the third Tuesday of each month at St. Gregory's Auditorium, 2200 Dorchester Avenue. (www.dorchesterlowermills.org)

For additional events, check out the Lower Mills Civic Association Facebook page, or the Community Calendar at nextdoor.com/lowermills.

Area Recreation

There are a number of fun and interesting things to do within walking distance.

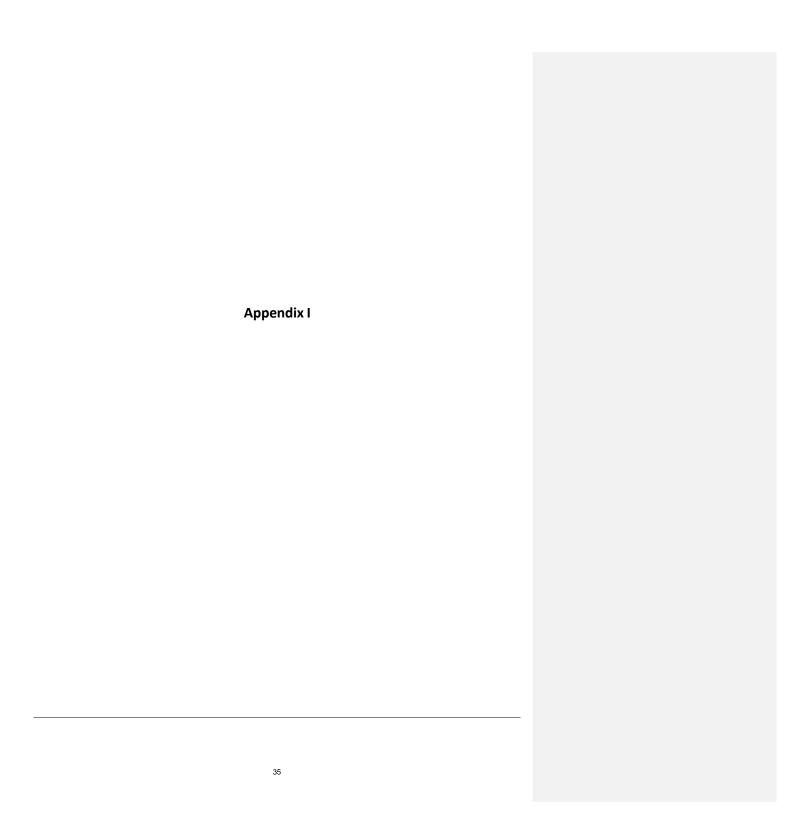
Adjacent to our property, next to the Water Mill behind the fence and extending the length of the property back to Central Avenue, is a small Massachusetts Department of Conservation and Recreation (DCR) park, and a walkway along the Dorchester side of the river. This public park is state property, reached by a pedestrian easement along our driveway, and their rules are posted. It connects to the DCR Lower Neponset River Trail, via the railroad bridge that crosses the river from this small park. Open year-round, dawn to dusk, the Lower Neponset River Trail follows the path of a former railroad bed along the shore of the Neponset River. Traversing a rich variety of historical and ecological contexts, the 2.4 mile path serves to link the Neponset area to the larger network of DCR trails. The trail stretches from the historic Port Norfolk neighborhood in Dorchester, through Pope John Paul II Park, across Granite Avenue through the Neponset marshes, and through the Lower Mills area to Central Avenue in Milton. The final link from Central Avenue to Mattapan Square, was opened in the Spring of 2017; a visually striking bridge crosses the river midway along that stretch.

Dorchester Park was established in 1891 and was designed by Olmsted, Olmsted & Eliot. In

2008, it was added to the National Register of Historic Places. The park covers thirty acres and is bounded by Adams Street, Dorchester Avenue, Richmond Street, and Richview Street. There are two entrances to the park: the first on Dorchester Avenue across from St. Gregory's Church, the second on Adams Street, across from Cedar Grove Cemetery.

The Forbes House Museum at 215 Adams Street in Milton chronicles the history of an entrepreneurial American family. The majestic Greek Revival mansion, built in 1833 for Margaret Perkins Forbes, was commissioned by her sons, China Trade merchants Captain Robert Bennet Forbes (1804–89) and John Murray Forbes (1813–98). Today, the Museum contains the treasures of four generations of the Forbes family. The Museum offers tours on Wednesdays, Saturdays, and Sundays at 1pm and 3pm. For more information, visit http://www.forbeshousemuseum.org

Pope John Paul II Park Reservation is open year-round, dawn to dusk. Formerly used as a landfill and a drive-in theatre, this 65 acre park now reconnects area residents to the resources of their unique and delicate river estuary by offering picnic facilities, soccer fields, play areas, paths for walking, a restored salt marsh, and extensive plantings of native trees and shrubs. The DCR's restoration of the formerly degraded, contaminated site has also benefitted area wildlife: black ducks, mergansers, teal, snowy egrets, and great blue herons have been spotted at the park since it opened in June, 2001. Future improvements to the park will add restrooms, a fishing pier, a ranger station, and a link to the DCR's bike path network.

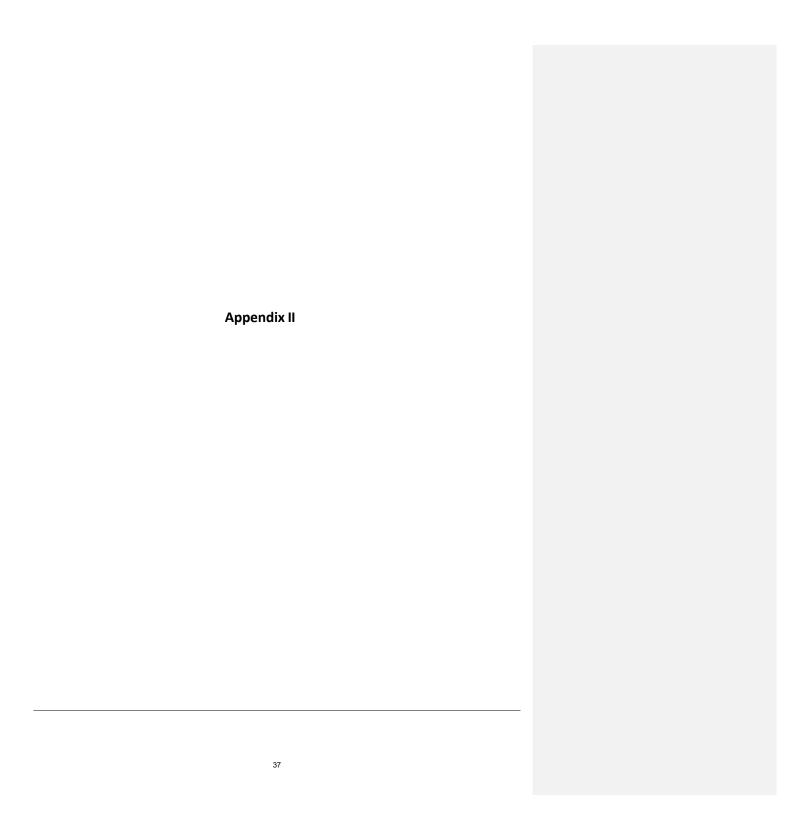


Baker Square Condominium Barbecue Grill Policy

The Association has installed gas grills in the Riverside Patio area to be used from June through October, weather permitting. Baker Square Condominium Association and Barkan Management assume no liability for the individual operation of the grill.

The following rules apply to the use of the grill:

- 1. The gas grill is to be used only by owners or adult residents of Baker Square Condominium.
- 2. The gas grill is available on a first come, first served basis.
- 3. The gas grill is available from 11 a.m. to dusk.
- 4. The gas must be turned on at the tank before use by turning the valve at the top of the tank counterclockwise (to the left).
- 5. Each person is limited to 20 minutes using the grill if there are other people waiting.
- 6. You must read and understand the grill operation instruction located on the front of the grill before using. If you don't understand the instructions please do not use the grill.
- 7. When lighting the grill, always have the top open before pressing the electric ignition switch.
- 8. The gas must be turned off at the tank after use by turning the valve at the top of the tank clockwise (to the right). This will prevent unintended use of propane when not in use.
- 9. The grill must not be moved from its location or tampered with. If there are functional problems with the grill they are to be reported to the office immediately and use of the grill should be discontinued.
- 10. You are responsible for cleaning the grill with the wire brush after use. Maintenance will inspect the grill regularly to make sure the grease is removed from the reservoir.
- 11. If the grill is out of propane you must inform the management office by email or by phone. A full tank will be installed on the next business day if possible.
- 12. Grilling parties are not allowed; a maximum of 4 owners or adult residents per group is permitted on the patio. This is due to the proximity of the residential units that abut the Riverside Patio area.



Property: Baker Square Condominium

Address: 1241 -1255 Adams Street, Dorchester, MA 02124

Contact Information: Site Management Office, Meghan Grzybinski

Site office (617) 296-2287, manager@bakersquarecondos.com

Introduction: The following move-in and move-out instructions have been created to ensure the security and appearance of the property is successfully preserved and maintained. The procedure benefits all residents.

Moving Instructions

The following documents must be completed and forwarded together to the Management Office at least seven (7) day prior to your scheduled moving date:

- Fully completed move request form Available at the management Office
- <u>Certificate of Insurance</u> From your moving contractor naming Baker Square Condominium Trust as "Additionally Insured"
- <u>Moving Fee</u> A \$250.00 check made payable to Baker Square Condominium Trust for the non-refundable moving fee.

Note: Property damage attributed to this activity will be the unit owner's responsibility.

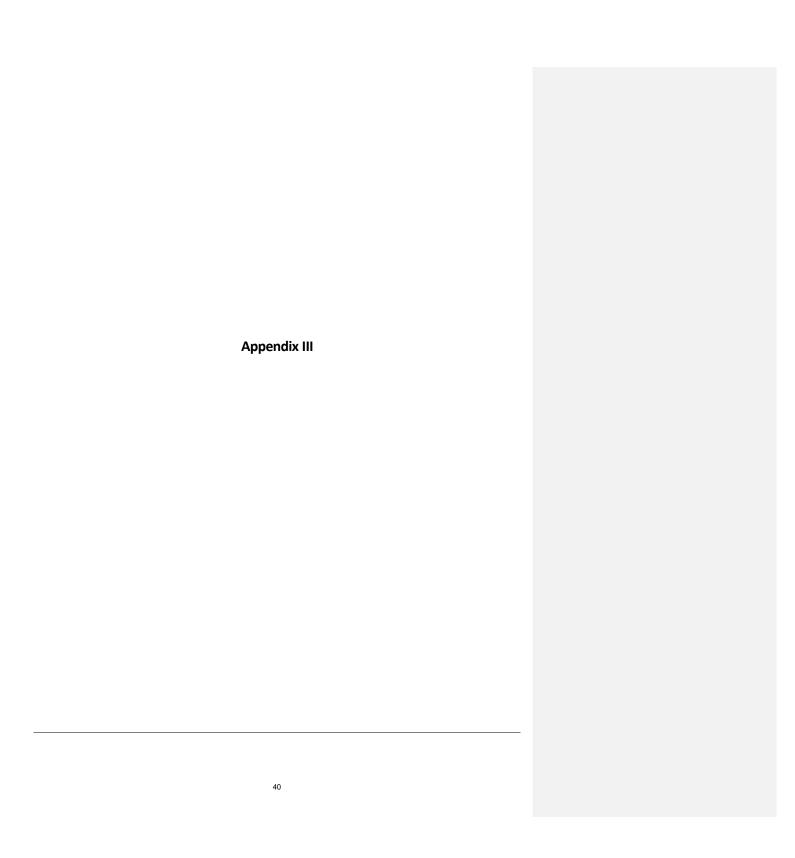
Moving Procedure:

- Select a move date and time: Moving is only allowed between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, Excluding Holidays.
- Baker Square Staff: One of our staff members will review the condition of the common area prior to the
 move and following the move. This employee will not be involved with the moving of any personal
 - property, and will not be supervising the moving company's employees.
- 3. <u>Furniture and Appliances:</u> This policy applies to moving individual pieces of furniture, rental furniture deliveries, carpet replacements, and major appliance deliveries, such as a stove, refrigerator or dishwasher.
- 4. <u>Moves must be completed only after the elevator has been properly padded, and precautions have been taken by your movers or yourself to ensure there is no damage caused to the common area finishes.</u>

Move Request Form

This form must be submitted to the Baker Square Management office at 1243 Adams Street, Dorchester MA, 02124 at least seven (7) days prior to the proposed move date.

Please Complete:		
Today's date:		
Proposed date of move:		
Proposed time of move:		
Please Check One:	Please Check One:	
Move-in:	Unit Owner:	
Move-out:	Tenant:	
Unit Owner/Resident Name:		
Unit Address:		
Phone:		
Agent:		
Tenant's name (if applicable):		
Phone:		
Email:		
Moving Company:		
Moving Company's address:		
Moving Company's Phone:		
Attached: Moving Company's Certificate	e of Insurance	
Office use only, inspected by Notes:	Date:	



Re: Construction / Renovation Approval Checklist To provide a smooth process through the approval procedure for your unit construction or renovation, the following	
checklist is provided to assist you with required documentation prior to the Board's approval. The Construction Rules and Regulations should be used for any unit renovation over \$10,000, or any work that requires access to or modification of common systems or common areas, regardless of cost. Board approval must be granted prior to the commencement of any work. Please note, if walls are to be removed or bathroom, kitchen or laundry areas and their plumbing are to be relocated, or any plumbing or HVAC modifications are proposed that change the floor plan or description of the unit in the master deed, this will require a separate Unit Modification Agreement, to be drafted by counsel at unit owner expense and filed with the unit deed after executed by unit owner and the Board.	
Please insure the following items are documented or submitted prior to the commencement of your project.	
\$2,500 construction deposit payable to Baker Square Condominium Association must be given to the Management Office prior to the commencement of any work. The deposit is fully refundable provided all stipulations in the Constructions Rules and Regulations have been met and after Board approval.	
City of Boston Building Permit	
 Permits, either in long form or short form must be pulled by unit owner for all applicable work. Permit must list all work to be done including plumbing and electrical. If the scope of the job changes to include supplementary work, additional permits may be required. 	
Professional Licenses for:	
Contractor's Certificate of Insurance (Copy of each subcontractors' insurance must also be submitted) Liability Workers Compensation Baker Square Condominium Trust and Barkan Management to be named as additionally insured	
Stamped Architect, Engineer or Contractors Plans / Drawings* (when necessary)	
Approval of Abutters* (when necessary)	

To:

Baker Square Unit Owners

Stamped Structural Plans / Specifications* (when necessary)
Fire protection plans*
 Sprinkler head modification / replacement Pull box / annunciator / detector modification / replacement
Baker Square Condominium Trust Indemnification Agreement signed by contractor and unit owner, naming the Condominium Trust, the Board of Trustees, and Barkan Management as Indemnified.
Baker Square Condominium Trust Renovation and Construction Agreement signed by contractor and unit owner (copy to the contractor).
Signed Board of Trustees Approval of Construction Agreement.
* Management reserves the right to stipulate when plans/drawings or other specifications are required.

GENERAL RENOVATION AND CONSTRUCTION REGULATIONS

The Master Deed governs most renovations and construction of all residential units. Major construction / renovation projects can be noisy, create dust and odors, and have the potential to disrupt the lives of residents of neighboring units. To protect the interests of all unit owners while you modify your unit, and to preserve for all other unit owners a quiet enjoyment of their units, while allowing for reasonable amounts of noise and disruption during the construction, the Board of Trustees has created the following regulations which you and your contractor / tradesmen must follow. The Construction Rules and Regulations apply to any unit renovation over \$10,000 or any work that requires access to or modification of common systems or common areas, regardless of cost. Renovations to your unit should be carefully planned to minimize disturbance to the quiet enjoyment of your neighbors. Multiple renovations in any 12 month period will be considered as one renovation for the purpose of determining the cost threshold and the need for a deposit and signed agreements.

In addition, if you are planning renovations or repairs to your unit that are in any way structural in nature or affect the common areas (e.g. hallways or exterior doors, or any common building systems including plumbing or wiring connecting to common building heating, ventilation, water circulation or electrical systems), you must submit plans to the Board of Trustees for approval. The Board of Trustees of Baker Square reserves the right to add additional conditions or require modifications of construction projects before granting approval. Please contact the Property Manager if you need assistance. All alterations to common area must be approved in advance by the Board. Such alternations must be promptly undertaken and completed, with all general area conditions restored at the same time.

Please note: for purposes of clarity, the definition of "renovation" and "construction" used in this document refers to work that you may do in your unit, or work that you may have others do in your unit, which materially changes the appearance or floor plan of the unit, or entails a repair of a structural element which repair requires the use of power tools or an outside party. The purpose of this note is to highlight the Association's view of the difference between regular maintenance (which is not regulated) and work which is substantially more than that. In all cases, the Property Manager shall always be the final authority on whether the work contemplated or in progress is classified as Renovation or Construction.

These general renovation and construction regulations exclude all building emergencies.

GENERAL UNIT MAINTENANCE

The regulations below do not apply to general day-to-day light unit maintenance that you do yourself. However, if you use the services of an outside contractor or tradesman, these regulations do apply to that work. Whenever possible we ask that you apply these regulations to all maintenance you do within your unit, so as to minimize any disruptions such work may create for your neighbors.

INSURANCE

Prior to any Work being performed, the Unit Owners must deliver to the Board and the Board's property manager, the appropriate Certificates of Insurance from all of the Contractors performing any part of the Work. The Certificates of Insurance must contain commercial general liability insurance in amounts of not less than a combined single limit of \$1,000,000. Projects with short form permits will require all contractors to

have an umbrella policy of \$2,000,000. Projects with long form building permits will require an umbrella policy of \$5,000,000.

SIGNATURE PAGE

- You and your contractor / tradesman must complete the Baker Square Condominium Trust Signature
 Page for Renovations and Construction, acknowledging that you have received a copy of these
 regulations and agreeing to abide by them.
- You and your contractor / tradesman must complete the Indemnifications page, acknowledging that
 you have received a copy of these.
- A copy can be picked up at the Property Management office. This Signature Page and Indemnification
 Page can also be found at the end of these regulations.

CONSTRUCTION HOURS

- Construction hours are Monday thru Friday from 8:00 a.m. to 5:00 p.m. (quiet hours per Master Deed are 11:00 p.m. – 8:00 a.m.). No contractor shall enter the parking lot, building or unit prior to 8:00 a.m. No exceptions.
- No work is permitted on weekends or federal holidays unless it's an emergency. In that case, please
 notify the property manager immediately, who will verify the existence of the emergency situation
 and advise the unit owner or contractor on how to proceed. Federal holidays are: New Year's Day,
 Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus
 Day, Veteran's Day, Thanksgiving, and Christmas. In case of work due to an emergency, please notify
 the property Manager immediately.
- A unit owner may submit a written request to the Board for an expansion of the specified construction hours. Requests are considered on a case by case basis.
- You will be fined in accordance to the Fine Schedule for non-compliance with the building's construction regulations and hours.
- Cutting of materials is not permitted in the common areas. Cutting should be performed off property if it is not able to be completed in the unit.

DEPOSITS

 All construction projects require a deposit of \$2,500 from the unit owner (check payable to Baker Square Condominium Trust) to offset any damage that may occur to the common areas. If there is no damage the deposit will be refunded. <u>Contact the Property Manager or the Building Superintendent to sign the necessary form and place your deposit.</u>

BUILDING SECURITY

It is your responsibility to ensure that all building entry doors are kept closed. Entry doors that are
latched open must be attended at all times; if entry doors are left unattended for more than 15
minutes a \$100 fine will be charged to the unit owner.

PARKING FOR YOUR CONTRACTORS & DELIVERIES

- All contractors must comply with Baker Square Condominium parking regulations.
- All materials, tools, etc. must go directly from the truck into the unit. The sidewalk, parking spaces
 and/or common areas are not to be used as a "staging area" for materials to be brought into the unit.
- After unloading, all construction and commercial vehicles must park in the furthest accessible visitor
 parking spaces in the rear lot of Baker Square.

UNIT OWNER RESPONSIBILITIES

- All interior corridor carpets and landings must be protected with Masonite/Carpet Shield or other suitable material during the entire construction project. This must be removed at the end of each day.
- Owners are responsible on a daily basis for the clean-up of all debris and the carpet shield left in the entry and hallways by their contractors.
- Repair for any damage(s) to common area(s) or unit(s) is the sole responsibility of the owner of the
 unit doing the construction.
- · Aggressive attempts must be made to contain dust infiltration and noxious odors.
- You will be fined in accordance to the Fine Schedule for non-compliance with the building's construction regulations and hours.
- It is the unit owner's responsibility to notify their tenants of work scheduled and to arrange access for
 personnel. Building staff are not responsible for monitoring or providing access for contractors other
 than issuing an access key at the request of the unit owner.

RIGHT OF ACCESS

At any time during the performance of the Work the Board has the right to inspect the Work and in
so doing requires access to the Unit where the Work is being performed, the Board shall notify the
Unit Owners and shall be allowed access to the Unit within 24 hours of the Board's request. The Board
or the Board's property manager shall have immediate access to the unit in the case of an emergency.

ACCESS TO OTHER UNITS

• If the Unit Owners or their contractors require access to any other unit owner's unit for the Work, the Unit Owners will provide the Board and the other Unit Owners with a request for any such access including a detailed scope of work to be completed in the other unit, the period of time necessary to perform such work and any other information or plans that the Board and other unit owner may require. The Board has no duty or liability whatsoever for a unit owner who will not permit access to their unit for the Work. The Unit Owners are solely responsible for obtaining access to any other unit owner's unit for any Work. In the case of an emergency, the Board and the Board's property manager can immediately access a unit owner's unit and take any steps necessary to address and/or alleviate the emergency situation.

NOTICE AND TIMETABLE FOR WORK

Before commencing any work, the Unit Owners shall give notice to the Trustees of the timetable of
work to be performed to the Unit, including the date for commencement of the work, any demolition
schedule, the expected duration of the work, and the expected date for completion of the work. If
Management uses a Project Manager, the Project Manager shall provide weekly written progress
reports to the Board and written notification of the completion of the work. If Management does not

use a Project Manager, furthermore, then the Unit Owners shall provide the Trustees with weekly written updates, which may be in the form of an email, of the progress of the work and how it has affected the common areas, and shall notify the Trustees in writing of the completion of the work.

TRASH

The Unit Owners and their contractors shall be responsible for the daily cleanup of all common areas
affected by performance of the Work. All construction trash, debris, old carpeting, appliances, and any
other related items must be removed from the Condominium at the Unit Owners' sole cost and
expense and shall not be left on the premises in any manner. Use of the Condominium's trash
removal system is strictly prohibited. Use of any curbside trash removal is strictly prohibited.

SANDBLASTING

- Sandblasting or any similar method of paint removal is prohibited within the unit.
- The Board is open to considering your proposals for alternative certified dust free methods.

PLUMBING

- Any unit that needs an area or building-wide water shutdown will be granted permission only once.
 Upon shutting down the water, all plumbing projects must start with installing shut off valves inside the unit, if they are not already present. No exceptions.
- Water Shutoffs require 7 days' notice to Management in order to provide accurate notification to residents.
- All replacement or relocated sprinkler heads are to be inspected to be sure they are up to Massachusetts code.

FLOOR FINISHING

- All floor refinishing, whether new floors or old, shall be announced to the Property Manager at least three days in advance of the day of the anticipated work.
- Unit owner doing the floor work must contact each unit on their floor and the units below and above to notify them of the pending work.
- All windows must remain fully open until all odors from the product have dissipated. Doors
 leading to a common corridor must remain closed and sealed to contain dust and odors inside the
 unit during sanding, stripping and refinishing.
- Floor sanding finishing or refinishing is not be conducted on Fridays.

Neighbors adversely affected by an infraction of Baker Square's construction regulations, at any time, should contact the property manager.

COMPLETION OF WORK

Upon completion of the Work, a licensed designee (architect, engineer or contractor) shall certify
to the Board in writing that the Work has been completed in accordance with all applicable laws
and pursuant to the plans and specifications approved by the Board. The certification shall also
expressly include a statement that the Unit Owner" Work has not encroached into the common
areas in any way and that the Work has only been performed to areas that are within the unit
boundaries or on any apparatus solely servicing the unit. The Unit

Owners shall also provide the Board with a copy of the final sign offs on the building permit from the City of Boston. If the Board determines a final inspection of the unit is required upon completion of the Work, the Unit Owners shall provide access to the unit to the Board or their agent upon request.

* * *

Indemnification Agreement

Indemnification for Claims (Contractor)

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Baker Square Condominium Trust, the Board of Trustees, each member of the Board of Trustees individually, the property management company, the property manager and their respective agents, subcontractors and employees (Collectively referred to as "Baker Square Condominium Trust") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's work, including without limitation, any claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, to direct or consequential injury to or destruction of property including the loss of use resulting there from and including theft, or (2) is caused in whole or in part by any intentional or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Indemnification for Claims (Unit Owner)

To the fullest extent permitted by law, the Unit Owner shall indemnify and hold harmless the Baker Square Condominium Trust, the Board of Trustees, each member of the Board of Trustees individually, the property management company, the property manager and their respective agents, subcontractors and employees (Collectively referred to as Baker Square Condominium Trust) from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the representations or performance of the Unit Owner and or their Contractor's work, including without limitation, any claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, to direct or consequential injury to or destruction of property including the loss of use resulting there from and including theft, or (2) is caused in whole or in part by any intentional or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Unit Owner and or their Contractor or anyone for whose acts the Unit Owner and or their Contractor may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Indemnification for Liens

The Contractor acknowledges that the only person that has engaged or has authority to engage the Contractor to perform work at and to the Unit is the Unit Owner, and that no person has requested, authorized or consented to the Contractor performing any work on the Common Areas of the Baker Square Condominium. Each contractor will indemnify and hold harmless the Board of Trustees in the event any lien is placed on the Common Areas Baker Square Condominium by the Contractor or any of its direct or indirect subcontractors, suppliers or employees.

Agreement

I understand and agree to abide by all of the provisions of this Indemnification Agreement. I understand that the failure to abide by any of the provisions can result in the imposition of a fine against the unit owner. In

addition, any contractor who fails to abide by any of these provisions may be prohib work at Baker Square Condominiums.	ited from doing any other	
Contractor Signature:		
Printed Name:	-	
Company Name:		
Company Address:		
Company City/State/Zip:		
Unit Owner Signature:		
Printed Name:		
Unit Number:	-	
Date:		
	_	

RENOVATION AND CONSTRUCTION AGREEMENT

The Master Deed governs most renovations and construction of all commercial and residential units, as supplemented by regulations of the Board of Trustees. If you are planning renovations or repairs to your unit that are in any way structural in nature, or involve common area, you'll need to submit plans to the Board of Trustees for approval. The Board of Trustees of Baker Square Condominium Trust reserves the right to add additional conditions or require modifications of construction projects before granting approval. Please contact the Property Manager if you need assistance. All alterations to common area must be approved in advance by the Board. Such alternations must be promptly undertaken and completed, with all general area conditions restored at the same time.

Neighbors adversely affected by an infraction of Baker Square Condominium Trust's construction regulations, at any time, should contact either the building superintendent or the Property Management office.

For your convenience, we have highlighted below some of the key elements of the Baker Square Condominium Trust General Renovation and Construction Regulations. However, you and your contractor are responsible for abiding by all of the regulations:

INSURANCE

Prior to any Work being performed, the Unit Owners must deliver to the Board and the Board's property manager, the appropriate Certificates of Insurance from all of the Contractors performing any part of the Work. The Certificates of Insurance must contain commercial general liability insurance in amounts of not less than a combined single limit of \$1,000,000 and an umbrella policy of \$2,000,000 for short form building permits and \$5,000,000 for long form permits. Certificates must name the Baker Square Condominium Trust and Barkan Management Company, Inc. as additional insureds.

OTHER CONDITIONS

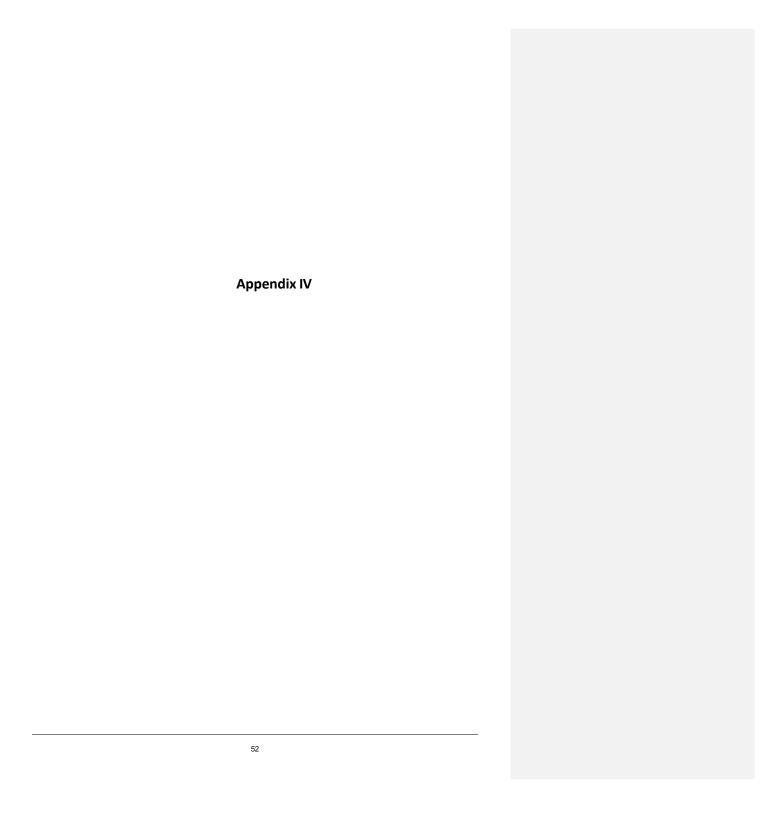
- All unit owners must post a \$2,500 construction deposit prior to commencing construction (check payable to Baker Square Condominium Trust) to offset any damage that may occur to the common areas. If there is no damage the deposit will be refunded.
- Repair for any damage(s) to common area(s) or unit(s) is the sole responsibility of the owner of
 the unit doing the construction. Aggressive attempts must be made to contain dust infiltration
 and noxious odors.
- Construction hours are Monday thru Friday from 8:00 a.m. to 5:00 p.m. No Exceptions. No work is permitted on weekends or Federal Holidays unless it's an emergency. In that case, please notify the property manager immediately, who will verify the existence of the emergency situation and advise the unit owner or contractor on how to proceed. Federal holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas. You will be charged a \$250 fine for non-compliance with the building's construction regulations and hours.
- All contractors must comply with Baker Square Condominium Trust parking regulations. The unit owner is responsible for visitor parking fines incurred by the contractors.
- All materials, tools, etc. must go directly from the truck into the unit.
- All construction and commercial vehicles must park in visitor parking to the rear of the main parking lot.
- All interior corridor carpets and landings must be protected with Masonite or other suitable
 material during deliveries of materials and removal of debris.
- Owners are responsible for the cleanup of all debris left in the entry and hallways by their
 contractors on a daily basis. All demolition debris from 2nd floor and higher units must be

removed with a trash chute into a dumpster.

- Sandblasting or any similar method of paint removal is prohibited within the unit.
- A unit owner may submit a written request to the Board for an expansion of the specified construction hours.
- It is the unit owner's responsibility to notify their tenants of work scheduled and to arrange access for personnel.
- Please close entry doors immediately behind you. Entry doors that are latched open must be attended at all times; if entry doors are left unattended for greater than 15 minutes a \$100.00 fine will be charged to the unit owner.
- No construction materials, used appliances, file cabinets, bedding, furniture, or the like, are
 permitted in the trash room. Please contact the Building Superintendent for pick up, at the unit
 owner's expense. The trash collector will not accept these materials without compensation and
 prior arrangement. Failure to comply will result in a fine plus the cost of disposal.
- All floor refinishing must be announced to the Property Manager and all other residents on the floor at least three days in advance. All windows must remain open until all odors have dissipated.

I have received, read and agree to abide by the Baker Square Condominium Trust General Renovation and Construction Regulations, summarized above. In the event of a dispute, the actual Regulations will apply.

Contractor Signature	
Unit Owner Signature	(mm/dd/yyyy)



Baker Square Condominium

Rules & Regulations – Fine Schedule

Revised 6/15/2023

Violation	Warning	1st Fine	2nd Fine
1 Damage to common areas (includes guests and contractors)	no	\$500	\$750
2 Trash Room: Inappropriate disposal of hazardous materials, electronics, appliances, etc.	no	\$500	\$750
3 Trash Room: Breakdown of recycling boxes	yes	\$150	\$250
4 Personal items or trash left in common areas	yes	\$250	\$500
5 Move in/move out violations	no	\$500	\$750
6 Violation of constructions rules	no	\$500	\$750
7 Failure to provide leasing documents to management at least one week prior to occupancy, second fine if seven days late, third fine is daily	no	\$500	\$750
8 Inappropriate storage in garages, storage units, and bike storage areas	yes	\$250	\$500
9 Patio rule violation	no	\$250	\$500
10 Smoking in all common areas (included guests and contractors)	no	\$500	\$750
11 Function room violations	no	\$250	\$500
12 Pool & fitness room violations	no	\$250	\$500
13 Excessive noise	yes	\$250	\$750
14 Parking rules violation (incl. driveway, cutout, sidewalks)	yes	\$250	\$500
15 Pet rules violation	yes	\$250	\$500
16 General nuisance	yes	\$500	\$750

^{*}If a violation continues, or is repeated, additional escalating fines will accrue until the problem is corrected

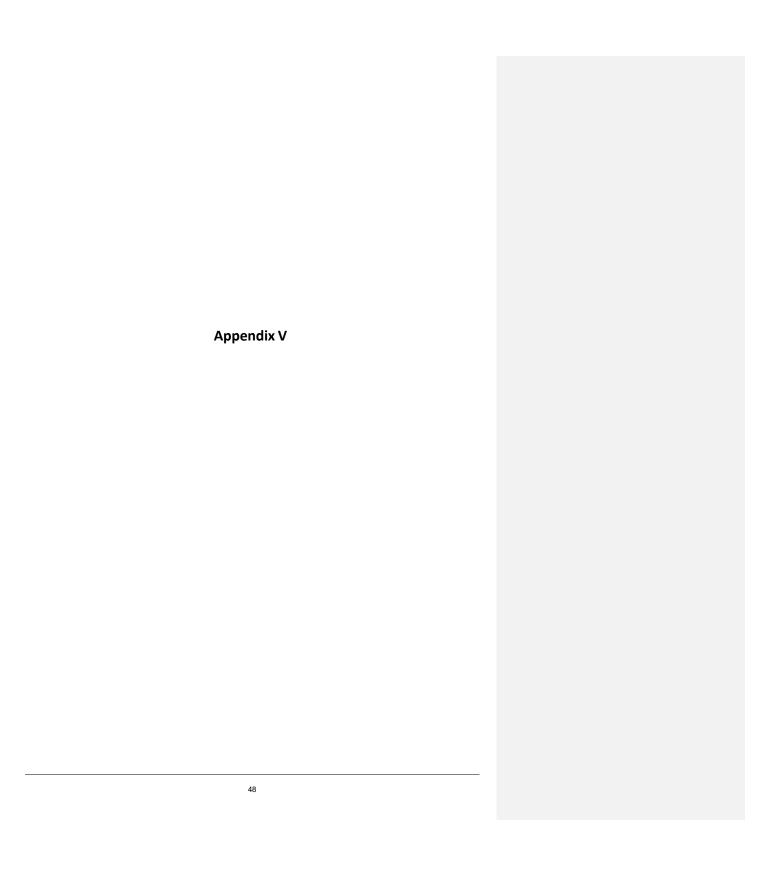
^{*}Per section 5.1 (M) of the Declaration of Trust: "Each day a violation continues shall constitute a separate violation"

^{*}Rules and Regulations can be found in the Baker Square Handbook and Condominium Documents

^{*}Violation fines will be assessed per occurrence

^{*}Violations clearly recorded on video may merit no warning and have fines immediately assessed

^{*}Cost to repair or replace damage to common areas will be assessed to owners in addition to the fines



BAKER SQUARE CONDOMINIUM FUNCTION ROOM AGREEMENT

The function room is available for rental by all owners who are current in all monies owed to the Association, and to tenants for whom a current lease is on file. A non-refundable rental fee of \$100.00 and a deposit of \$150.00 are required before use of the function room. The deposit is refundable only after the following conditions have been met:

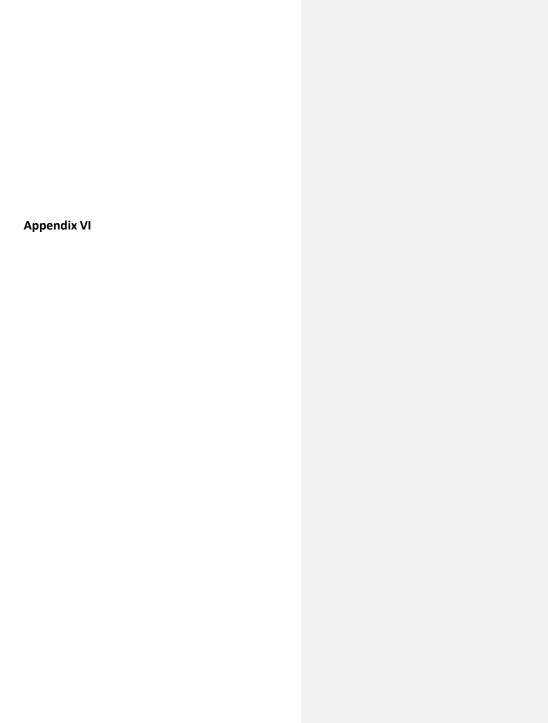
- A. Individual in charge is responsible for setting up the function room.
- B. Individual in charge is responsible for the conduct of his/her guests and shall bear the total costs of any damages suffered to the function room or its contents or any other common areas of the buildings and grounds as a result of the function.
- C. All guests are to respect the rights of all residents to the peaceful enjoyment of their condominium unit and therefore refrain from any excessive noise during the use of the function room.
- D. Doors associated with the function room/health club/common areas shall NOT remain ajar during scheduled functions. A buzzer has been installed for the function room.
- E. All guests are to park their vehicles in the appropriate area of the Baker Square Parking lot or on the street. Failure to do this will result in the towing of illegally parked vehicles and suspensions of function room rental privileges.
- F. The function room and kitchen shall be left clean and all furniture properly rearranged by 9:00 a.m. on the morning following the function.
- G. The function room is for the exclusive use of the owners/residents and their guests. Non-residents may not reserve the function room.
- H. The function room may only be used for non-profit functions or private parties and may not be used for monetary gain. No admission fee may be charged, nor tickets sold, nor and goods or services offered for sale.
- I. ALL FUNCTIONS MUST TERMINATE AT MIDNIGHT.
- J. Individual(s) renting the function room must abide by all state and local laws.
- ${\rm K.} \quad {\rm AT\ NO\ TIME\ is\ any\ guest\ or\ resident\ allowed\ in\ the\ pool\ or\ equipment\ room\ during\ any\ function.}$
- L. Unit owner must sign release form attached prior to rental.
- M. NO ALCOHOL is allowed unless server is legally licensed and insured.
- N. If a majority of function room guests are under the age of 21, a responsible adult parent or guardian must be present at all times. There shall be at least one adult present for every 10 guests under the age of 21. No alcohol may be served if the majority of function guests are under the age of 21. Functions at which the majority of guests are under 21 must end by 11:00 p.m.

The Trustees may elect to waive the deposit and fee for use of the function room by community or non-profit groups for

meetings hosted and atte damage caused during th		owners. I understand I w	will be responsible for any ne	eded cleaning or
Failure to adhere to the a function room privileges	bove rules and regulations and pool/health club acces	s of the function room will ss.	ill lead to forfeiture of deposi	it, suspension of
I/WEconditions.		, as the responsible i	individual(s) have read and u	nderstood the above
Unit #:	Date:		_	
		50		

BAKER SQUARE CONDOMINIUM PARK MILL FUNCTION ROOM RELEASE

This is a release issued to the Baker Square Condomi management agent by:	nium Trust, the Trust's Trustees, beneficiaries and			
Print Name of Responsible Individual(s) (Unit Owner	or User)			
Concerning the function to be held on, be held at the Trust's Park Mill function room as mo Agreement ("Agreement") relative thereto.				
WHEREAS, the Owner Sponsor/Resident desires to r Trust's Trustees have agreed to permit the Owner Sp				
NOW THEREFORE, in consideration of the foregoing, Agreement and other good and valuable consideration acknowledged, the Sponsor/Resident agrees to remit Trust's Trustees, beneficiaries and managing agents suits, damages, liabilities and any and all other claim both in LAW and EQUITY, which in any way and by a	on the receipt and sufficiency whereof is hereby se, release, defend and save harmless the Trust, the from all debts, demands, actions, causes of action, s of every kind, nature and description whatsoever,			
EXECUTED as a sealed instrument the day and year f	rst written above.			
BY: (print name):				
Unit Owner/Tenant Signature:				
Name of Individual holding event who will be in atte	ndance:			
Daytime Tel. #:Cel	#:			
Date of Function:Time	e Function begins:			
Type of Function:				
Number of Guests Expected:				
(To be filled out by Baker Square Staff)				
\$150.00 Check # for Deposit	\$100.00 Check # for Rental			
Staff Member Receiving checks, Agreement and Release Forms:				
Print Name:	Date:			



Baker Square Condominium Pet Policy

These are policy guidelines for the management and residents of Baker Square Condominium to assist them in meeting the needs of pets, pet owning residents, non-pet owning residents, and management responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

Guidelines

- The mature size of newly acquired dogs is normally limited to a weight not to exceed 80 pounds.
- 2. Dogs of a vicious or aggressive disposition will not be permitted (see attached list).

Resident Obligations

- 1) The resident is responsible for providing management with the following information and documents which are to be kept on file in the Management office:
 - a) A color photo and identifying description of pet including name(s)
 - b) Veterinarian's name, address, and telephone number
 - c) Veterinary certificates of rabies, distemper combination, parvovirus, feline VRC, feline Leukemia testing and other inoculations when applicable
 - d) Dog licensing certificates in accordance with local and state law
 - e) Signed Pet Agreement

The resident is responsible for keeping management informed of any change of information.

Restricted Canine Breeds

- 1.) Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier (Pit Bull)
- 2.) Doberman Pinscher
- 3.) Rottweiler
- 5.) German Shepherd
- 6.) Siberian Husky
- 8.) Akita
- 9.) Chow
- 10.) Saint Bernard
- 11.) Shar-Pei
- 12.) Alaskan Malamute
- 13.) Mastiff

Or any mixed breed canine which includes any of the breeds listed above including any wolf mixes.

Baker Square Condominium Pet Policy

Baker Square Condominium Trustees reserve the right to add breeds to this list as it deems necessary.

Any pet causing or creating, at the sole discretion of the Trustees, a nuisance or unreasonable disturbance or noise can be permanently removed from the Condominium upon three days' written notice from the Trustees. Pets that relieve themselves anywhere on the property, except for designated areas, constitute a nuisance.

Pet Rules:

- Residents of Baker Square Condominium are allowed no more than two small customary house pets.
- 2. Pets must be kept for personal non-commercial purposes.
- 3. All pets must remain on leash when outside of a condominium unit, and anyone walking a pet must be in control of the animal at all times.
- 4. The unit owner is responsible for any damage created by a pet in all common areas, hallways, or anywhere on the grounds. Owners of pets who necessitate any extra cleaning services to carpets, elevators or lobbies will be charged a \$25 cleaning fee. Unit owners with tenants are responsible for any damage created by pets owned by their tenants.
- 5. No pets are allowed in flower beds or on the grass.
- 6. No pets are allowed on the riverside patio.
- 7. Pets may relieve themselves only in designated areas on the property.
- 8. Waste elimination from the pet must be disposed of immediately and properly by the owner. Before disposing of soiled cat litter, owners should double-bag it in plastic and tie firmly.
- 9. Pet owner must provide name, address and phone number of an emergency contact person to assure immediate custody of the pet in the event of absence or serious illness of the pet owner. If no emergency contact exists, or if the contact does not assume immediate custody of pet, the Association will make arrangements to have the pet removed by City of Boston Animal Control. Pet owner shall be responsible for all expenses connected with removal of the pet.

Number of Pet(s):	(2 maximum per unit)		
Pet(s) Description (s):			Pet(s)
Name(s):			
Veterinarian Information	on:		
I understand that I will	be subject to a fine for violation of an	y guidelines or pet rules.	
Resident Signature:		Unit #	
(Print Name)		Date:	