

# **Courtyard Condominium Trust**

## **Owner/Resident Welcome Handbook**



**360 Littleton Road  
Chelmsford, Massachusetts 01824**

**January 2022**

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## INTRODUCTION TO THE COURTYARD

Welcome to The Courtyard Condominium! We are a vibrant community located in beautiful Chelmsford, Massachusetts.

The Courtyard Condominium consists of one hundred and fifty-eight residential condominium units. The condominium units are situated on landscaped grounds and are located at 360 Littleton Road, Route 110, in Chelmsford, Massachusetts. Amenities include a full-size heated swimming pool and a large clubhouse equipped with an exercise room.

The Board of Trustees has contracted Brigs, LLC (BRIGS) to manage the day-to-day affairs of The Courtyard. The Board of Trustees and representatives of the managing agent meet approximately once a month, every 3<sup>rd</sup> Tuesday at the Clubhouse, to review financial, maintenance and general operations. The Board of Trustees may appoint committees, which in turn may make recommendations to the Board.

## I. BOARD OF TRUSTEES

### ***A. CURRENT TRUSTEES***

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The current Trustees of The Courtyard Condominium Association are:

Carol Moore – Chairperson  
Nebiu Cody Yonas - Treasurer  
Lisa Bingley - Secretary  
TBD – Trustee  
TBD – Trustee

To communicate with the Board of Trustees, please send a letter and/or e-mail, addressed to:

Courtyard Condominium Trust  
Board of Trustees  
c/o Brigs, LLC  
185 Dudley Street  
Boston, MA 02119

Email: [CS@Brigsllc.com](mailto:CS@Brigsllc.com)

### ***B. TRUSTEE ELECTION PROCESS***

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Trustees serve on the Board for a term of three (3) years. Trustee elections occur at the Annual Meeting, which is generally held in December, with the location being announced by The Board of Trustees and the management company before the meeting is held.

### ***C. COURTYARD CONDOMINIUM COMMITTEES***

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The Trustees of the Courtyard have on occasion asked for volunteers to assemble committees needed to work with the Trustees on major projects and issues. Please be one of those residents which volunteers. The Board of Trustees appreciates your interest and assistance.

**D. MANAGEMENT COMPANY**

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Managing Agent: **Brigs, LLC**  
Main Office: 185 Dudley Street, Boston, MA 02119  
(978) 341-3424 9:00 AM - 5:00 PM Monday – Friday

After hour’s maintenance emergencies affecting the common areas: **(978) 341-3424**

Management Contacts:

Bill Anastasia: Associate Director of Condominium Management (617) 536-4900 ext. 214  
(General property matters, contractor, service and maintenance coordination)

Client Services: Assistant (978) 341-3424  
(General property matters)

Accounts Receivable: (978) 341-3424  
Visit web portal at **portal.brigsllc.com**, and if you require further assistant contact CS at the above number.

**II. IMPORTANT UNIT INFORMATION**

**A. UNIT WATER SHUT-OFFS**

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PHASE I: APPLETON, BAXTER, CAMDEN, DEVONSHIRE

Unit water shut offs are located in the basement hall ceiling areas. The valves are accessible and marked with brass number tags. Please note that some shut offs are shared with another unit.

PHASE II: EXETER, FRANKLIN, GREENWOOD, HAWTHORNE

Unit water shut offs are located in the basement area of the individual units.

**B. MAILING ADDRESS**

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Proper format for your mailing address is:

360 Littleton Road, Unit XX  
Chelmsford, MA 01824 + 4 digits

Where XX is your unit number (for example: A1, D11, E4, H20)

And the last four digits of your Zip+4 zip code are as follows:

<u>UNIT</u>	<u>ZIP (last 4)</u>	<u>UNIT</u>	<u>ZIP (last 4)</u>	<u>UNIT</u>	<u>ZIP (last 4)</u>
A1-A10	3369	D1-D8	3370	G1-G10	3372
A11-A20	3393	D9-D18	3371	G11-G17	3346
A21-A24	3393	E1-E10	3371	G18-G20	3373
B1-B10	3369	E11-E20	3371	H1-H10	3373
B11-B18	3370	F1-F3	3396	H11-H20	3347
C1-C10	3370	F4-F13	3372		
C11-C18	3395	F14-F20	3345	Property	3368

**C. IMPORTANT PHONE NUMBERS**

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Pool: (978) 256-2447 (for emergency use only)  
(For Emergency Use Only) 911

Chelmsford Police: 911  
(978) 256-2521 (non-emergency)

Chelmsford Fire Department: 911  
(978) 250-5265 (non-emergency)

Ambulance: 911  
(978) 441-9999

**D. UTILITY COMPANIES**

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CABLE:	COMCAST	888-633-4266
ELECTRIC:	NATIONAL GRID	800-322-3223
	<b>Power Outage</b>	<b>800-465-1212</b>
NATURAL GAS:	NATIONAL GRID	800-233-5325
TELEPHONE:	(LOCAL, STANDARD)	800-870-9999
TRASH PICKUP:	REPUBLIC SERVICES	800-442-9006

**E. CHELMSFORD PUBLIC SCHOOLS**

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Chelmsford High School: 200 Richardson Road	(978) 251-5111	Center Elementary School: 84 Billerica Road	(978) 251-5155
McCarthy Middle School: 250 North Road	(978) 251-5122	Harrington Elementary School: 120 Richardson Road	(978) 251-5166
Parker Middle School: 75 Graniteville Road	(978) 251-5133	South Row Elementary School: 250 Boston Road	(978) 251-5177
Byam Elementary School: 25 Maple Road	(978) 251-5144	Administration Offices: 230 North Road	(978) 251-5100

### III. GENERAL INFORMATION

#### A. LANDSCAPING

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A landscape contractor is hired to perform landscape maintenance. The property is completely edged, cleaned, and swept in the spring. Weekly maintenance includes lawn cutting, weeding of beds, sweeping, etc.

#### B. CLUBHOUSE

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The Clubhouse has a Fitness Center and a Game Room that is available for use by all residents. Please follow the rules and regulations that are posted. Residents utilizing the Fitness Center and/or Game Room should not park in designated mail pickup spaces. At no time should anyone under the age of 16 be permitted to use the Clubhouse amenities without being accompanied by an adult.

##### Game Room:

1. The Courtyard Condominium Game Room is intended for the use of residents and their guests only. Guests and children under the age of 16 must be accompanied by an adult resident of the community who will be held responsible for good conduct.
2. No drinks or food should be placed on the pool table.
3. Pool balls, chalk and cues must be stored properly when not in use.
4. To protect our investment, please cover the table when you are finished using it.
5. There should be no more than six guests in the Game Room at one time.
6. Neither the Courtyard Condominium Trust, nor BRIGS will be responsible for any personal injury or loss or theft of personal items left in the Game Room.

**Supervision of all children in the Clubhouse at all times is the responsibility of the parents.**

##### Clubhouse Parking:

No overnight parking (11:00 P.M. to 6:00 A.M.) is permitted in the cul-de-sac in front of the Clubhouse area of the Courtyard. No commercial vehicles will be allowed to be parked in the cul-de-sac in front of the Clubhouse area, other than vendors' vehicles that are actively servicing a home. **Violator's vehicles will be towed at vehicle owner's expense.**

#### C. POOL

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The swimming pool located behind the clubhouse will generally be open each day for the season from Memorial Day weekend through Labor Day weekend. The following rules and regulations have been promulgated by the Courtyard Condominium Trust for the safety and benefit of all residents. Parents, please review these rules with your children to make their summer swimming experience a safe and pleasant one.

1. The pool is staffed by lifeguards at all times the pool is open. If there is a scheduling problem with the lifeguards, the pool will be closed. Lifeguards shall use their discretion regarding the enforcement of the Rules. Although lifeguards are present, pool goers must use extreme caution in order to prevent injury to themselves or others. Parents or guardians are responsible for the safety of the children in their care.
2. Each individual entering the pool area must sign in and out with the lifeguard on duty. Residents must present a valid pool pass assigned to their unit. Guests of Courtyard residents must be accompanied by their host(s), sign in and out, and indicate the name and unit number of the Courtyard resident host in the pool log.
3. Pool Hours: (weather and staffing permitting)
  - Memorial Day Weekend - Jun 30th: 10:00 AM - 8:00 PM
  - July 1st - Aug 14th: 9:00 AM - 9:00 PM
  - Aug 15th – Labor Day: 10:00 AM - 8:00 PM
4. No diving at any time.
5. Per the Board of Health, all bathers must shower before entering pool.

6. No running, pushing, shoving, ball playing, or disruptive behavior is allowed.
7. No glass of any type is allowed in the pool area.
8. Absolutely **no alcoholic beverages** are allowed within the pool area, or in any common area, at any time.
9. No person suffering from a fever, cough, cold, inflammation of the eyes, nasal or ear discharge or any communicable disease shall be allowed the use of the pool.
10. No person with sores or evidence of skin disease, or who is wearing a bandage or medical covering of any kind shall be allowed the use of the pool.
11. Flotation devices (rafts, tire tubes, large floats, etc.) are not allowed unless they are of "bubble" type used as a swimming aid. Swim aids such as swimmies, bubbles, noodles, small rings and PFD's are acceptable.
12. No pets or animals of any kind allowed in the pool area.
13. A maximum limit of 25 persons is allowed in the pool at any given time.
14. All guests must be accompanied by a Courtyard resident 18 years of age or older. **Pool parties are not allowed.**
15. Pool goers should not swim alone.
16. No disposable diapers are allowed! Children not toilet trained must wear a diaper with a plastic outer covering and plastic pants in the pool.
17. Children 14 years of age or under must be accompanied and supervised by a resident adult who must be present at all times. If no resident adult is present, children under 14 will not be allowed inside the fenced pool area. Any unit owner requesting permission for their child to be taken to the pool by a non-resident adult, i.e. Babysitter, relative, etc. must seek prior approval by the Board of Trustees.
18. Supervision of all children in the pool or pool area is the responsibility of the parent or designated guardian, not the Lifeguard.
19. In the event of the violation of these rules the Board, in addition to all other remedies under the Condominium documents and rules and regulations, shall also have the right to suspend the rights to use the pool. Each unit owner and/or tenant shall be jointly responsible for their guests and/or invitees' conduct while using this common facility. All remedies are cumulative.

#### ***D. CONDO FEES***

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Payments are due on the first day of every month, unless prior arrangements have been made with the managing company, BRIGS. Late fees are charged on the 15<sup>th</sup> of each month, and a \$10 fee will be charged if the payment is not received by that date. Any units more than 60 days in arrears will be sent to the Association's attorney for collection purposes. Owners will be charged back the cost of engaging the attorney.

#### ***E. PETS***

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Courtyard Condominium is a "pet friendly" community and pets are allowed with prior written approval from the Board of Trustees. Unit owners and/or tenants may keep in their units, dogs, cats and customary household pets owned or acquired by such Unit Owner and/or tenant etc., subject to such reasonable conditions as the Trustees may impose which shall be construed to include but not be limited to the following:

1. Unit owners shall not keep any other type of animal, livestock, reptile or poultry of any kind; and any animal that is venomous, or has a poisonous defense or capture mechanism, or if let loose, would constitute vermin is prohibited.
2. The Unit Owner and/or tenant must obtain the written approval of the Board of Trustees prior to allowing the customary household pet to be maintained in the residence of the Unit Owner and/or tenant. (Requests for approvals are accomplished by fully completing and submitting a "Pet Approval Request Form" – see attached.)
3. No pets shall be allowed on the premises and no permission shall be granted for the same until the Unit Owner's Pet Request is approved by the Board of Trustees. In the case of dogs, the Unit Owner and/or tenant must submit a Rabies vaccination certificate at the time of the Pet Request and if approved, provide a copy of the Town of Chelmsford's Dog License within thirty (30) days of approval. Breeds of dogs that are considered "high risk" by Massachusetts' insurance carriers shall not be permitted. Examples of such breeds are: Rottweilers, German Shepherds, Doberman Pinschers, Akitas, Pit Bulls, and Chows.  
Under state law, a "pet" is defined as a domesticated animal that is commonly kept as a household pet, such as a

- cat, dog, gerbil or hamster. Other animals such as monkeys and snakes are generally not considered pets and are usually not allowed.
4. The maximum number of Pets allowed is three (3) per unit. Pets shall not interfere with the quiet enjoyment of the condominium by its residents.
  5. Any permitted pet shall not be allowed upon the common areas unless restrained by a leash, transport box or cage and under the control of a responsible person.
  6. Dogs and cats may not be fed or watered in the hallways or stairs in the buildings or any common area.
  7. Unit Owners must curb their dogs to the exterior perimeter of the Property at the edge of the wooded areas. It is the responsibility of the Unit Owner to remove animal waste from public areas as it occurs. Unit Owners must not allow their pet to urinate or defecate in any of the "Courtyard" landscaped areas.
  8. Each unit owner keeping such a pet which violates any of the pet rules outlined herein or permits any damage to or soiling of any of the common elements or permits any nuisance or unreasonable disturbance shall:
    - a. Be assessed by the Trustees for the costs of the repair of such damage or cleaning or elimination of such nuisance.
    - b. Pets that are deemed dangerous shall be permanently removed from the property upon three (3) days' notice from the Property Manager or Board of Trustees; and/or
    - c. If a pet causes or creates a nuisance, the pet shall be permanently removed from the property upon seven (7) days' notice from the Property Manager or Board of Trustees.
  9. Any violation of this section in addition to the above remedies shall subject the Unit Owner and/or tenant to the fines set forth in the duly adopted policy of "Assessment Penalties For Rules Violations". Any and all remedies shall be cumulative.
  10. No pets shall be raised for commercial and/or breeding purposes.
  11. In the case of rentals, Unit Owners shall be responsible for ensuring that their tenant(s) obey the Pet Policies.
  12. These Rules also apply to "visiting pets".

#### ***F. TRASH COLLECTION AND RECYCLING***

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Dumpsters are picked up two (2) times per week by the Town of Chelmsford's contractor. Trash should be placed in **sealed** plastic bags to deter pests and rodents and to reduce odors. All trash bags and any other trash **should be placed in the dumpster container and not left on the ground or around the dumpster or outside of the dumpster shed**. Please break down empty boxes to conserve space in the recycling bins and these boxes should also be placed inside the recycling bin. If your dumpster or recycling bin is too full, please place your trash in another one that is not.

**No large items can be left outside the dumpster areas, i.e. furniture items, mattresses, box springs, washers and dryers, tires, and other items that will not fit in the dumpsters.** If you have appliances or large items (i.e. couches or other furniture) to dispose of, you may call the Town of Chelmsford to arrange disposal of the large items.

The Association is charged for items left outside the dumpster areas. The owner is responsible for the removal of bulk items.

The Courtyard does have a recycling plan under the Town of Chelmsford's trash contract. Recycling bins are located adjacent to the dumpster enclosures. Recycling is collected every other week. **Please.....**

- ...do not place or leave any recycling outside of these recycling bins.
- ...make sure that you are breaking down any boxes you are putting in the recycling bins. **If you are found to continuously be found not breaking down boxes, and those boxes are repeatedly linked to your unit, your unit could be subject to fines of up to \$25.00 per offense.**
- ...remember that you should not be putting your recyclables in plastic bags and disposing of them while still in those bags.
- ...help us avoid having to implement fines or having additional costs to remove improper items.

Further information on recycling is sent out annually to all residents from the Town of Chelmsford.



## **G. LONG-TERM PARKING (winter months)**

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Understanding that some residents' work requires extended travel during the winter months, the Board of Trustees has designated a long-term parking area adjacent to the dumpster between the Camden and Hawthorne Buildings for the winter months. Prior to departure, please notify **BRIGS** in writing with the make of vehicle, model, license plate number and estimated length of time the vehicle will be parked in this location. Approval is granted on a first come, first served basis.

## **H. SNOW REMOVAL AND WINTER PARKING RULES**

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A contractor is hired each year to perform snow removal. Every snowstorm is different, but generally speaking, plowing starts at approximately 2". In order to facilitate the snow removal process, **it is very important that all residents plan to move their cars to cleared parking spaces to the extent possible.** Every effort will be made to keep roads and parking areas clear and passable throughout a snowstorm. Sanding will be done as needed to provide as much traction as possible. Snow stakes are placed throughout the property to minimize the amount of property damage which may result from plowing during a snowstorm. Broken or fallen stakes should be reported to the Property Manager. The snow removal contractor will shovel walks as well. Ice melt and sand may be used sparingly when ice is present.

The Board of Trustees and BRIGS will do their best to ensure that the contractor's snow removal process is completed in an effective and timely manner. How effective they are is often times directly related to the amount of cooperation given by the residents in moving their vehicles.

**Objective:** to provide a systematic process for removal of vehicles from parking areas to allow snow removal of roadways and parking areas in an efficient and safe manner.

1. It is the responsibility of all owners/residents to move or arrange to have their vehicle(s) moved when called upon to do so by the snow removal contractor. *This may be interpreted as when the snow removal contractor is on site removing snow, even when you don't hear their horn, and even on weekends and holidays!* As a rule of thumb, the contractor will start working on parking spaces very close to the end of a storm.
2. Failure to move a vehicle or to make arrangements for its removal will result in the removal of the vehicle by a tow truck at the owner's expense and/or fines.
3. Owners/residents who will be absent from the complex must inform the Management Company of their arrangement to have vehicle(s) removed prior to their departure.

### **SNOW REMOVAL PROCEDURE:**

1. During each storm and prior to 6:00 AM, the snow removal contractor will commence plowing of roadways and parking areas when accumulation is between 2" - 3". The contractor will clear these areas to the greatest extent possible to keep roadways accessible until the storm passes.
2. After the storm has ended, parking lots, driveways and walkways will be cleared to their full width generally between 8:00 AM and 4:00 PM.
3. The contractor will sound a horn alerting residents that they are on the property and advising residents to move their vehicles for cleanup.

#### **RESIDENTS SHOULD CLEAR ALL SNOW OFF THEIR VEHICLE(S) BEFORE MOVING THE VEHICLE(S).**

4. Vehicle(s) need to be moved in the parking lots as follows:
  - a. Parking area adjacent to Appleton and Franklin Buildings (by the Elks Lodge).
  - b. Parking area between Devonshire and Exeter Buildings (center road area between Phase I & II).
  - c. Parking areas in front of the Clubhouse and Baxter Buildings (front entrance area).
  - d. Parking areas by Greenwood and Hawthorne (rear and right rear side of complex)
5. Residents are asked not to direct snow removal personnel. If you are experiencing any problems with the snow removal job, please contact BRIGS at (978) 341-3424.

After each snowstorm, all unit owners with a second-floor balcony are required to shovel their second-floor balcony and we recommend it is done with a plastic shovel within 24 hours of a storm ending. The weight that builds from each snowfall is tremendous, may weaken the second-floor balcony supports which subsequently cause the balconies to require structural maintenance, and contributes to the property's ice dam problem. The snow melting off of second-floor balconies also contributes to ice buildup on the entry ways and walkways below, which is a slip/fall safety hazard!

Please remind children not to throw snow in cleared areas, such as sidewalks, and parking lots and roadways.

Finally, we would like to remind you that a typical condition, of New England winters, is that weather changes very quickly. Temperatures can rise and fall quickly, causing sudden icy conditions to develop. All residents and guests are strongly advised that they have a responsibility to use extreme caution at all times when walking on any of the walks and parking lots within the property during the winter season. The Courtyard Condominium Association, it's Board of Trustees and BRIGS will not be held liable for injuries that occur as a result of weather conditions. Your anticipated caution is greatly appreciated!

#### **GUEST PARKING:**

If an owner/resident has guests, please inform them that there is ample parking available around all of the buildings on the complex. PLEASE DO NOT ALLOW THEM TO PARK IN NO PARKING ZONES in the complex, instead inform them of all the free spaces made available for guest parking. Parking spaces that are numbered are **assigned** spaces to be used by unit owners that have been assigned that space. All other un-numbered parking spaces may be used by other vehicles.

#### ***I. COLD WEATHER PRECAUTIONS***

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##### **If a unit will be vacant for over 24 hours:**

- **DO NOT TURN OFF HEAT - LEAVE AT LEAST AT 55 DEGREE SETTING**
- Open all water faucets to prevent freezing pipes.
- Close washing machine valves.

##### **If leaving for an extended period:**

- Have a knowledgeable plumber winterize the unit, including adding anti-freeze to toilet and sink traps.
- Do not shut off electricity.
- If possible, have someone check on the unit periodically.
- Make sure the association (through BRIGS) has a copy of your unit key. This is especially important if you know it's been changed since the original key was issued.
- Make sure there's emergency contact info listed for you on your emergency contact form, hopefully someone that can come to your unit's aid and make decisions in the event of a problem.

Hopefully, by being mindful of a few simple things, we can prevent the type of losses that hurt our association financially, cause our insurance policy to be jeopardized or cancelled, and most importantly cause stress and grief to our homeowners.

## **J. MAINTENANCE**

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**The Courtyard is responsible for the repair and upkeep of the common areas of the Courtyard. This is generally accomplished by on-site maintenance employees, other employees of the Management Company or contractors. If you wish to make a service request for a common area problem, please submit that request to BRIGS:**

you can submit it yourself through [www.portal.brigsllc.com](http://www.portal.brigsllc.com)

**OR**

The Courtyard Condominium  
c/o Brigs, LLC  
185 Dudley Street  
Boston, MA 02119

Attn: Bill Anastasia or Client Services to create a work order

The Associate Director of Condominium Management will notify the party requesting service of the status of said request within a reasonable amount of time. If an owner is of the opinion that a request for service is not being handled promptly, he/she may choose to contact Client Services by telephone at (978) 341-3424.

## **K. SALE OF A UNIT**

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The seller of a condominium is generally required to provide the following:

1. 6(d) Certificate

This is a document which certifies that all common fees are paid in full as of a certain date, usually the last day of the month in which the closing falls.

\*Note that a 6(d) certificate can take up to ten (10) days to be issued. If it is required in less than ten (10) days you will need to request and pay for a "Rush Order" to expedite the process; otherwise, it will be delivered by USPS first class mail.

2. Smoke Detector Certificate

This document certifies that there is/are working smoke detectors in the condominium being sold. The Fire Department performs the inspection and issues the certificates.

3. Certificate of Insurance

This document certifies the amount of insurance coverage provided by the master insurance policy. The prospective seller must contact the insurance agent directly to obtain the Certificate of Insurance. Information regarding the current insurance agent at The Courtyard can be found in the Insurance section of this handbook.

All the above-listed documents are now available at [www.portal.brigsllc.com](http://www.portal.brigsllc.com).

All governing documents are now available on the [www.portal.brigsllc.com](http://www.portal.brigsllc.com) to download for free.

## **L. AIR CONDITIONER CARE**

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During the winter months, plan to cover your air conditioning compressor unit with a plywood or similar cover on top of the unit to prevent the grill from collapsing under the weight of snow. Also, loosely tie a tarp over or using a cover designed for the A/C unit could keep the sides away from ice and snow damage. It is the unit owner's responsibility to protect and replace any damaged unit. Air conditioners should have yearly scheduled maintenance to ensure they are operating properly and will not cause damage to common areas (i.e. drain hoses cleaned annually).

## **M. COPY OF UNIT KEY(S)**

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A copy of your unit (Basement Storage [Phase I] and Utility Storage Room, if different) key(s) must be furnished to the Trustees (care of the management company) to facilitate entrance into your unit in case of an emergency when no owner is available. If any locks are changed, a copy of the key(s) should then be furnished to the Trustees. Any damage due to an emergency forced entrance shall be charged to the owner.

## ***N. ALARM SYSTEM INFO***

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All buildings and units are wired with smoke detectors, fire alarms and sprinklers that should be in good working order. No unit owner should tamper with any of these systems at any time. A panel in the Clubhouse, as well as an alarm siren outside of each building, may indicate any problems or malfunction of these systems and will alert the proper personnel such as Alarm Company, Management Company, Fire Department, etc.

## ***O. WATER USAGE***

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The water usage at the Courtyard is a shared bill that all owners/residents pay for in their monthly condominium fee. Please be sure that any water leaks, such as leaking faucets, running toilets, etc., are repaired and taken care of to minimize our water usage. A reminder that car washing on the property is strictly forbidden.

## ***P. CLUBHOUSE BULLETIN BOARD***

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A bulletin board has been provided in the Clubhouse. Please check it frequently for any important messages and notices from the Trustees and Management Company.

## ***Q. BUDGET***

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A copy of the budget is provided to every owner by the management company on an annual basis. It is also available on the website. If further information is needed, please contact the managing agent.

## ***R. SCHOOL BUS PICK UP AND DROP OFF***

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School buses will pick up and drop off school children at the entry of the property off of Route 110. The school buses will enter the property to pick up and drop off the younger school age children. The pick-up and drop-off times are announced in the local newspaper at the beginning of the school year or may be obtained by calling the appropriate school.

## ***S. GAS GRILLS***

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Homeowners in Phase I are reminded that the Town of Chelmsford **prohibits the storage or use of gas grills with propane tanks on second-floor balcony decks**. Per statement previously provided by Chelmsford Fire, "Grills are to be 10 feet from the building. No propane tanks or gas grills are allowed ground level on second floor balcony decks. Propane tanks are to be stored 10 feet from any ignition sources (air conditioners, electrical outlets, etc.), 5 feet from any openings such as doors or windows, and 5 feet from any sidewalks or paths of egress for residents." Please note that many of these items do apply to first floor and townhouse units. Electric grills are allowed at the property without restrictions. The condominium Association is subject to fines from the Town for violations of this rule.

## ***T. FRONT DOOR AND STORM DOOR CARE AND DESIGN***

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The painting of street front doors is the responsibility of the Association. A budget has been set up to take care of this expense. On the other hand, storm door installation, care and maintenance are the responsibility of the owner/resident.

In response to homeowner interest in installing replacement storm doors, the Board of Trustees has approved several options for storm doors at the Courtyard. In making this decision, the Board considered the need to preserve the aesthetic quality and consistency of the exterior of the buildings and the interests of individual homeowners who prefer the additional light provided by a full lite storm door. The model selected as a second option is manufactured by the same company as the original approved door assuring consistent quality.

Although less expensive options were available, the Board felt that they were "flimsy" and would detract from the appearance of the property. In addition, it was felt that the approved full lite door would not look substantially different from those entrances with no storm door and was similar in appearance to existing patio doors.

Some homeowners have also requested replacement of sliding doors. Please find below options for replacing sliding patio doors at the property.

**Approved storm doors and sliding patio doors now include (as of 01/2019):**

**1. Approved Storm Doors**

Manufacturer: EMCO  
Style: 200 Series Universal Triple Track  
Color: White  
Size: 36" X 80"  
Features: Accommodates left and right-hand installation.

**OR**

Manufacturer: Andersen  
EMCO Style: 3000 Series  
Color: White Size: 36" X 80"  
Features: 45 Minute Install

**2. Approved Sliding Patio Doors**

Manufacturer: Andersen  
Style: 200 Series Perma Shield  
Color: White  
Size: 60" x 80"  
Features: White Hardware

**OR**

Manufacturer: American Craftsman  
Style: 50 Series  
Color: White  
Size: 60" x 80"  
Features: Would need to purchase the Sliding patio door fixed panel, moving panel, aluminum sliding patio door insect screen and Frame Kit with Universal Handing for Installation of this Product.

**OR**

Manufacturer: Harvey  
Style: Vinyl Patio Door  
Color: White  
Size: 60" x 80"  
Features: White Hardware

**Written requests to install a storm door or sliding patio door must be submitted to the Board and approval received before installation may proceed.** Please submit Request for Approval of Addition/Alteration Form.

***U. CAR MAINTENANCE OR REPAIR***

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No repairing or maintenance of vehicles is allowed on the property. Any gas or oil leaks or stains occurring on the parking surface by a resident's vehicle are the responsibility of that resident. Any costs incurred in cleaning up these leaks or stains will also be the responsibility of the resident.

***V. SPEED LIMIT ON PROPERTY***

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A speed limit of 10 MPH has been put in place at the Courtyard. All vehicle drivers should strictly adhere to this rule. With a large pedestrian population at the Courtyard, caution and care should be practiced while driving in and around the property. Violators will be reported and subject to fines by the Board of Trustees.

### ***W. UNIT OWNER/ RESIDENT INFORMATION SHEET***

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Included in this package is an Emergency Information Form as required by Massachusetts General Law Chapter 183A, Part II, Title I, Section 4 of the Condominium Act. This form needs to be filled out and returned to the management company within sixty (60) days of moving into the unit and thirty (30) days for Tenants of the unit. If you are a new unit owner at Courtyard Condominium Trust.

### ***X. REQUEST FOR APPROVAL OF ADDITION/ALTERATION***

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Included in this package is Request for Approval of Addition/Alteration Form. This form must be submitted to the Board of Trustees for *written* approval *prior* to starting any work.

### ***Y. HOT WATER HEATERS***

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To guard against water-related damage and insurance claims, the Trustees STRONGLY recommend replacing your water heater every ten (10) (or fewer) years.

Homeowners in Phase I residing on second floor with balcony utility sheds on their decks must submit Request for Approval of Addition/Alteration Form.

### ***Z. COURTYARD WEBSITE***

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The official Courtyard Condominium website may be found by logging onto BRIGS's web page: [www.portal.brigsllc.com](http://www.portal.brigsllc.com). Please contact BRIGS before logging in for the first time.

## IV. INSURANCE

### A. **MASTER INSURANCE POLICY**

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All structures within the Condominium are insured under a multi-peril policy. The following additional liability coverage is in effect: Comprehensive, Umbrella, Directors & Officers & Fidelity. Coverages and Policies are reviewed and updated annually.

### B. **INSURANCE LOSSES**

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Master Policy deductible: \$10,000 per occurrence and \$10,000 per unit for ice damming claims. Claim payments due unit owners under the Master Policy will be made through the Management Company less the appropriate deductible. Affected unit owners will be responsible for paying the deductible.

Losses less than the master policy deductible amount affecting individual units will not be covered by the Condominium's insurance policy. As a result, individual unit owners bear the total responsibility for such a loss. In order to eliminate the deductible amount, unit owners should obtain two additional endorsements to their H06 policy.

1. Loss Assessment Coverage
2. Additions and Alterations Coverage

The total additional cost for the above two endorsements is not expensive. All owners carry an equal responsibility to insure fully all improvements, fixtures and alterations that have been added and to carry Public Liability insurance for accidents within their own units. There may be advantages in arranging this personal coverage through the same Agent who handles the Association's Master Policy, but it is not mandatory to do so.

Responsibility for handling of claims will differ according to the location of the damages:

**1. Damage only to outside of building or any part of common property:**

Responsibility belongs only to the Trust and involves the Trust's Master Policy.

**2. Damage involving only the inside of a residential unit:**

The current Master insurance coverage allows for the restoration of the original unit structure, i.e., walls, floors, ceilings, and original fixtures such as cabinets and appliances.

An accurate list of improvements and their values should be filed with your insurance agent, as the unit owner will be responsible for improvements and personal belongings. When purchasing a homeowner's policy, please have your agent refer to the Condominium Documents and Master Policy to provide you with proper coverage.

**3. Damage involving both outside and inside of a residential unit:**

The responsibility here will be shared by both the Trust and the Unit owner(s), i.e., the Trust for damage to the original structure, the unit owner(s) for damage to the "improvements", interior decoration and contents.

The above information concerning Master Insurance Policy and Insurance losses is meant to serve as a guide only. Each individual insurance loss must be evaluated individually by the insurance agent to determine the responsible parties and amount of coverage. Also, please refer to your condominium documents for specific information concerning Boundaries of Units, Common Area and Insurance.

### **C. INSURANCE AGENT**

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1. The Courtyard Condominium's current insurance agent is:  
Hub International Insurance Agency  
299 Ballardvale Street  
Wilmington, MA 01887  
(978) 661-6628
2. Certificates of Insurance must be obtained by contacting the current insurance agency directly. You can email [condocerts@hubinternational.com](mailto:condocerts@hubinternational.com) to request a certificate.

### **D. INSURANCE CLAIM PROCEDURES**

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In the event your unit should suffer damage in which you will be filing a claim, the following conditions and procedures must be followed:

Insurance Deductible – The Courtyard carries a \$25,000 deductible (per claim) on its Master Policy for water-related claims and a \$25,000 deductible (per claim) for other perils. Each homeowner is responsible to cover these amounts.

Master Policy Coverage – The Master Policy will only cover the replacement of original equipment in each unit less the deductible. This includes flooring, material and cabinets. Upgrades, personal property and the deductible must be covered under your individual policy.

#### **WHEN AN ACCIDENT OCCURS (Interior of your home)**

1. Determine whether damage is in excess of the master policy deductible. If it is minor damage, contact your homeowner's insurance policy company directly.
2. If damage appears to exceed the deductible amount you should notify both your insurance company and BRIGS, who will notify the Association's insurance agent.
3. You then will have to procure bids from appropriate contractors to repair your unit. These quotes are to be submitted to BRIGS for approval by the Association's insurance company.
4. During this process, each insurance company may send an adjuster, if necessary, to verify the extent of damage and determine the dollar amounts they will settle on. Remember, the insurance companies may not agree with the quotes submitted by your contractor. Each insurance company may require additional quotes, if this is the case. (Similar procedure to procuring bids on auto insurance damage claims.)
5. In all cases, the Association will only release funds equal to what they receive in settlement from the Association's insurance company minus any expenses incurred by the Association as a result of the accident. All additional expenses will be borne by the homeowner or their insurance company.
6. Coordination of work scheduling within your home shall be the responsibility of each homeowner.

NOTE: Damage to the exterior of your unit shall be promptly reported to BRIGS in all cases.  
If you are unsure as to where responsibility lies, please call BRIGS for clarification.



## V. RULES AND REGULATIONS

These Rules and Regulations are adopted for the benefit of Units at THE COURTYARD CONDOMINIUM (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere, restrict, or burden the use of property. **All are subject to fines of \$25.00 per offense.**

**All residents and guests** are expected to abide by these rules which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

1. **ADDITIONS TO EXTERIOR OF BUILDING:** Changes affecting the appearance of the exterior of any building, such as skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans/window fans, screens and enclosures, or other changes shall be made only with the consent of the Trustees of the Condominium Trust (the "Trustees").
2. **NOISE:** Owners, guests and lessees will be expected to reduce noise levels between 11:00 PM and 7:00 AM so that neighbors are not disturbed. At no time are vehicles, musical instruments, radios or televisions to be so loud as to become a nuisance.
3. **OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS:** Trash, cooking equipment, lawn furniture, bicycles, children's wheeled vehicles and toys and other personal articles and equipment shall not be left outside the unit, except for appropriate seasonal furniture which when outside shall be maintained and located in such a fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

### **3.1 The following items ARE permitted on decks:**

- Seasonal Patio Table (Maximum of 1)
  - Size appropriate to the size of the deck
  - Must be in good condition and show no signs of wear or disrepair
- Seasonal Patio Chairs (Maximum of 4)
  - Maximum of 4
  - Must be in good condition and show no signs of wear or disrepair
- Seasonal Patio Umbrella (Size appropriate to deck)
  - Must be in good condition and show no signs of wear or disrepair
- Bicycles (Maximum of 3)
  - Must be in lieu of Seasonal Patio Table/Chairs
  - If covered it must be covered by a bicycle cover, black in color and appropriate to the size of the bike. No utility/camping tarps.
- Grills (Maximum of 1) - Must meet MA State Fire Codes
  - Homeowners in Phase I are reminded that the Town of Chelmsford prohibits the storage or use of gas grills with propane tanks on the second-floor balcony decks.
  - Gas grills which have been previously piped in are grandfathered in by the Town of Chelmsford Fire Prevention.
  - These are installed on the second-floor balcony decks and have a direct connect supply line to natural gas. [No storage tanks.]
  - As an alternative, electric grills are permitted.
  - The Condominium Association is subject to fines from the Town for violations of this rule.
  - Any fines will be billed back to the owner.
  - Residents on ground level propane tanks must be stored:
    - 10 feet from any ignition sources (air conditioners, electrical outlets etc.) and,
    - 5 feet from any openings to buildings such as doors or windows, and
    - 5 feet from any sidewalks or paths of egress for residents.

- When not in use, grills must be covered with a grill cover that is appropriately sized for the grill.
  - Charcoal grills are not permitted on the Courtyard property.
- Satellite Dish –Maximum of 1 and must be on a tripod independent of the building.
  - Must be in lieu of Seasonal Patio Table/Chairs/Umbrella
- Potted Plants
  - Must be in 12” planting containers or smaller that are in good condition, show no signs of wear or disrepair and dead plants must be removed immediately.
- Hanging plants must be independent of the building (i.e. no holes drilled to the building or hung from the gutters)
  - May not have as many hanging plants as would cause structural harm to the deck.
- Decorative Items Made of Stone/Wire (Limited to 1 Under 12”)
- Thermometers (Maximum of 1) that is independent of the building
- Flag –Maximum of 1 that is independent of the building (i.e. no holes drilled, must be in a flag stand)
- Shovel –seasonal use only (1 Oct –1 May)

**3.2 The following items ARE NOT permitted on decks:**

- Storage Containers
- Children’s Toys
- Decorative Items made of Plastic
- Bird Houses/Baths/Feeders/etc.
- Trash Bags/Barrels
- Pet Feeding Dishes
- Transport carts (shopping, child, etc.)
- Shoes, Boots or any other type of footwear
- Stickers on Slider Doors or Windows
- Fire Pits, Chiminea’s, or anything else with an open flame (Not allowed ANYWHERE on the property)
- Any other item(s) not mentioned in the APPROVED “Section 3.1” above or considered inappropriate as determined by the Board of Trustees
- **\*\*\*Please note that all seasonal summer items should be stored indoors during the winter months to aide in proper snow removal. This includes all items mentioned above except for your gas grill\*\*\***

**3.3 The following items ARE permitted in landscape bed with specific parameters:**

- Flowers (to be planted at the Unit Owner’s risk. Beds must be maintained and weeded by the unit owner. Bed must be identified by a wooden stake with a yellow ribbon with the unit # written on it. This will notify the landscapers not to touch.
- Decorative Stone OR Decorative Stone of a Character/Animal (Limit of 1 Under 12”)

**3.4 The following items ARE NOT permitted in the Landscape Beds:**

- Lawn Ornaments
- Children’s toys
- Pin Wheels
- Wire Decorative Characters/Animals
- Solar/Electric Lights
- Bird House/Baths/Feeders/etc.
- Gnomes
- Flags
- Fire Pits, Chiminea’s, or anything else with an open flame (Not allowed ANYWHERE on the property)
- Any other item(s) not mentioned in the APPROVED “Section 3.1” above or considered inappropriate as determined by the Board of Trustees

**3.5 The following items ARE permitted for Exterior Seasonal Decorations:**

- Wreath on Door (using an over the door hook, nothing drilled into the door)
- Electric/Battery Operated Candles in Windows
- Electric Strings of Lights (Limit 2 strands, from December 1st to February 1st)
- Must be independent of the building

**3.6 The following items ARE NOT permitted for Exterior Seasonal Decorations:**

- Spotlights
- Holiday Blow-Up Decorations
- Holiday Lawn Items (i.e. deer / plastic light up items)
- Any other item(s) not mentioned in the APPROVED “Section 3.5” above or considered inappropriate as determined by the Board of Trustees

**3.7 Bicycle Rack/Bike Storage:**

- Bicycles (Maximum of 3 per unit)
- Bicycles must be tagged via BRIGS

**The Board of Trustees reserves the right to automatically repair any damages sustained to the exterior of the building for any violation of the above rules and charge those costs back to the individual unit owners.**

These Rules and Regulations are adopted for the benefit of Units at THE COURTYARD CONDOMINIUM (the “Condominium”). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere, restrict, or burden the use of property. **All are subject to fines of \$25.00 per offense. Fines will continue on a daily basis until the unit owner notifies BRIGS, via email or written correspondence, that the issue(s) have been corrected. The unit will then be re-inspected to ensure compliance. If the unit is found to be in compliance, then the unit owner will only be responsible for the fines issued from the date the unit owner was first notified of the offense through the date the email/written correspondence was received.**

4. **CLOTHES LINES:** No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the decks, balconies, common areas and facilities. No such articles shall be placed in a Unit so as to be exposed to public view.
5. **IMPROVEMENTS TO COMMON AREAS AND FACILITIES:** Improvements to landscaping of the common areas and facilities shall be done only by the Trustees or in such cases as written permission of the Trustees has been obtained.
6. **IMPROPER USE OF COMMON AREAS AND FACILITIES:** There shall be no use of the common areas and facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in the enjoyment of the Condominium.
7. **HOUSEHOLD PETS:** Courtyard Condominium is a “pet friendly” community and pets are allowed with prior written approval from the Board of Trustees. Unit owners and/or tenants may keep in their units, dogs, cats and customary household pets owned or acquired by such Unit Owner and/or tenant etc., subject to such reasonable conditions as the Trustees may impose which shall be construed to include but not be limited to the following:
  1. Unit owners shall not keep any other type of animal, livestock, reptile or poultry of any kind; and any animal that is venomous, or has a poisonous defense or capture mechanism, or if let loose, would constitute vermin is prohibited.
  2. The Unit Owner and/or tenant must obtain the written approval of the Board of Trustees prior to allowing the customary household pet to be maintained in the residence of the Unit Owner and/or tenant. (Requests for approvals are accomplished by fully completing and submitting a “Pet Approval Request Form” – see attached.)

3. No pets shall be allowed on the premises and no permission shall be granted for the same until the Unit Owner's Pet Request is approved by the Board of Trustees. In the case of dogs, the Unit Owner and/or tenant must submit a Rabies vaccination certificate at the time of the Pet Request and if approved, provide a copy of the Town of Chelmsford's Dog License within thirty (30) days of approval. Breeds of dogs that are considered "high risk" by Massachusetts' insurance carriers shall not be permitted. Examples of such breeds are Rottweilers, German Shepherds, Doberman Pinschers, Akitas, Pit Bulls and Chows. Under state law, a "pet" is defined as a domesticated animal that is commonly kept as a household pet, such as a cat, dog, gerbil or hamster. Other animals such as monkeys and snakes are generally not considered pets and are usually not allowed.
  4. The maximum number of Pets allowed is three (3) per unit. Pets shall not interfere with the quiet enjoyment of the condominium by its residents.
  5. Any permitted pet shall not be allowed upon the common areas unless restrained by a leash, transport box or cage and under the control of a responsible person.
  6. Dogs and cats may not be fed or watered in the hallways or stairs in the buildings or any common area.
  7. Unit Owners must curb their dogs to the exterior perimeter of the Property at the edge of the wooded areas. **It is the responsibility of the Unit Owner to remove animal waste from public areas as it occurs. Unit Owners must not allow their pet to urinate or defecate in any of the "Courtyard" landscaped areas. This includes defecation of pets on property owned by Elks Lodge.**
  8. Each unit owner keeping such a pet which violates any of the pet rules outlined herein or permits any damage to or soiling of any of the common elements or permits any nuisance or unreasonable disturbance shall:
    - a. Be assessed by the Trustees for the costs of the repair of such damage or cleaning or elimination of such nuisance.
    - b. Pets that are deemed dangerous shall be permanently removed from the property upon three (3) days' notice from the Property Manager or Board of Trustees; and/or
    - c. If a pet causes or creates a nuisance, the pet shall be permanently removed from the Property upon seven (7) days' notice from the Property Manager or Board of Trustees.
  9. Any violation of this section in addition to the above remedies shall subject the Unit Owner and/or Tenant to the fines set forth in the duly adopted policy of "Assessment Penalties for Rules Violations". Any and all remedies shall be cumulative.
  10. No pets shall be raised for commercial and/or breeding purposes.
  11. In the case of rentals, Unit Owners shall be responsible for ensuring that their tenant(s) obey the Pet Policies.
  12. The Rules also apply to "visiting pets".
  13. Each owner shall hold the Trustees and each of the Residents, other Unit Owners and their respective Agents and employees harmless against loss, liability, damage or expense for any actions of his/her Pet(s) within the Condominium.
8. **PARKING SPACES: Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other owners and their tenants to the appropriate use of parking spaces.** Parking spaces that are numbered are **assigned** spaces to be used by unit owners that have been assigned that space. All other un-numbered parking spaces may be used by other vehicles. Repairing or servicing of vehicles within the parking area is prohibited.
  9. **CLUBHOUSE PARKING:** No overnight parking (11:00 P.M. to 6:00 A.M.) is permitted in the cul-de-sac in front of the Clubhouse area of the Courtyard. No commercial vehicles will be allowed to be parked in the cul-de-sac in front of the Clubhouse area, other than vendors' vehicles that are actively servicing a home. **Unauthorized vehicles will be towed at vehicle owner's expense.**
  10. **SIGNS:** Unit Owners may not display, nor allow agents to display, "for sale" or "for rent" or similar type signs in windows of their units nor may the owners of unit place window displays or advertising in windows of such units.

11. **ABUSE OF MECHANICAL SYSTEM:** The Trustees may charge to a unit owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by such unit owner, tenants or guests of those systems.
12. **CAMPER, TRAILER, BOAT, ETC. STORAGE:** No trucks or similar heavy-duty vehicles, snowmobiles, boats, utility trailers, boat trailers and camping trailers will be allowed within open areas of the condominium unless appropriate temporary or permanent storage arrangements have been approved by the Trustees. This prohibition includes the overnight storage of such vehicles and equipment.
13. **OFFENSIVE ACTIVITY:** No owner may use or maintain his/her unit or the common areas appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority or for any purpose which would constitute a nuisance or be offensive.
14. **SMOKING:** **There is no smoking in the common hallways or in the clubhouse.** Anyone found smoking in those areas will be subject to fines.
15. **STRUCTURAL INTEGRITY OF THE BUILDINGS:** Nothing shall be done in any unit or in the common areas and facilities which will impair the structural integrity of any building, nor shall anything be done in or on said areas which would structurally change any building, without the prior written consent on each occasion by the Trustees.
16. **AESTHETIC INTEGRITY OF THE BUILDINGS:** Nothing shall be done in and to any unit, including balcony, and/or patio areas, which, when viewed from the outside of such unit, materially distracts from the aesthetic or architectural integrity of any building, nor shall anything be done in or to said areas which would aesthetically or architecturally change any building, without the prior written permission on each occasion by the Trustees. To that end, all windows and balcony/patio doors must have draperies, curtains, shades or the like and no such draperies, curtains, shades or the like shall be installed or maintained unless they are **white, or lined with white material** or, with the prior written approval of the Trustees, lined with beige, natural or light gray or such material as shall be approved in writing by the Trustees.
17. **REPAIR AND MAINTENANCE OF VEHICLES:** No washing; repairing or maintenance of vehicles is allowed on the Courtyard property.
18. **PROPER USE OF DUMPSTERS:** Homeowners are reminded that large items such as furniture, mattresses and appliances may not be left in or around the dumpster enclosures. These items must be broken up and placed inside the dumpster or disposed of by the homeowner. The Town of Chelmsford **does not pick up any items not in the dumpster.** The Association must pay additional pick up charges for items left outside the dumpsters. **These charges will be passed on to the homeowner responsible for the improper disposal of these materials.**  
  
**No appliances such as washers, dryers, or hot water heaters are to be left at the dumpsters or dumpster sheds since the Town of Chelmsford or Waste Management will not pick up these items. If you have appliances to dispose of, you may call St. Onge Appliance, located on 771 Broadway St., Lowell, to pick up your discarded appliances on Thursdays from your unit. Their number is (978) 458- 6860.**
19. **COMPLAINTS:** Complaints of violations of these Rules and Regulations should be made to the Trustees, c/o the managing agent, in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken.
20. **AMENDMENT:** These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, providing that a written communication is sent to each Owner advising him or her of the change.
20. **DELEGATION OF POWERS:** The Trustees shall have the authority and duty to enforce these Rules and Regulations, but at their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

21. **EMERGENCY CONTACT FORM:** The Annual Census is a mortgage and tenant information sheet needing to be completed under Massachusetts General Law Chapter 400 of the Condominium Act of 1992. This form must be completed in full and returned to the management company upon moving into a unit and/or at the annual request of the management company with-in thirty (30) days of both or either events. If said form is not completed within the thirty (30) days a \$10.00 fine will be applied to the unit. A new Annual Census form will be sent to the owner and if not completed within seven (7) days an additional \$10.00 fine will be applied to the unit. This step will repeat until the completed form is returned.

22. **VEHICLE REGULATIONS:**

1. **Parking Assignments and Restrictions**

- A. Each Unit is assigned, one (1) parking space in the general area of said unit and building.
- B. All Unit Owners and Residents are required to register their vehicles with the Managing Agent for the purpose of monitoring violations.
- C. The Managing Agent is authorized to police the property to the effect that vehicles parked in violation on the Condominium Rules and Regulations will be removed.
- D. Parking is prohibited on any Common Area surface other than black top. No parking is allowed on any portion of the grass or naturalized areas.
- E. Any unidentified vehicle parked in an assigned space is subject to immediate towing without warning, at the vehicle owner's expense.
- F. Unit Owners and Residents shall be held responsible to see that neither they nor their guests interfere with the right of other Unit Owners and Residents to the use of their parking spaces and should monitor where their guest park. All guests are required to park in the unnumbered spaces only.

2. **Speed Limit**

- A. The speed limit on all the streets and ways of the Condominium is 10 M.P.H.

3. **Abandoned, Immobile, and Noisy Motor Vehicles**

- A. The Managing Agent is authorized to place a notice on an abandoned or immobile vehicle to the effect that the vehicle must be registered with current tags and currently inspected with the Massachusetts Department of Motor Vehicles and/or made mobile within two (2) days, or be removed at the expense of the vehicle's owner.
- B. Unregistered vehicles or those without license plates after the two (2) days will be subject to immediate towing at the expense of the vehicle's owner.
- C. No inadequately muffled vehicles shall be operated within the confines of the Condominium.

4. **Recreational and Commercial Vehicles**

- A. Pursuant to the Master Deed, Section 9 (f), the parking area is intended to be used solely for the parking of private passenger vehicles except as otherwise permitted by the Board of Trustees in their discretion. Recreational vehicles including but not limited to boats, trailers, campers, snowmobiles, etc. are prohibited. Commercial vehicles, limousines and private vehicles with lettering on the exterior are prohibited from parking for extended periods or being stored on the Common Areas or assigned parking spaces.
- B. The Managing Agent is authorized to remove any offending vehicle at the owner's expense. In the event of removal, the Owner of the Unit in which the vehicle's owner resides or which he or she is visiting will be assessed a fine according to the Vehicular Violation Fines schedule.
- C. Visible storage of equipment and supplies is not permitted in, on or around vehicles. This prohibition includes the overnight storage of such vehicles and equipment.

5. **Vehicle Maintenance and Washing**

- A. Maintenance, repair or servicing of vehicles, unless of an emergency nature, is prohibited anywhere on the Condominium property, including all assigned parking spaces.
- B. Washing of vehicles in the parking lot or on grass areas with a hose or similar device is prohibited.

6. **Vehicles Parked in Fire Lanes**

- A. Vehicles will not park in designated fire lanes. Vehicles parked in these areas are subject to immediate fines and towing according to the Vehicular Violation Fines schedule.

7. **Handicapped Parking**

- A. Handicapped parking spaces are for the exclusive use of persons displaying State issued Handicapped

Registration plates or designation tags. Unauthorized parking of motor vehicles will be subject to immediate fines and towing according to the Vehicular Violation Fines schedule.

8. No Parking Zones

A. Parking in No Parking Zones is prohibited. Vehicles parked in these areas will be subject to immediate fines and towing according to the Vehicular Violation fines schedule.

9. Mail Pick-up Parking

A. Two parking spaces by the clubhouse have been designated for temporary parking for the sole purpose of picking up mail by residence from mailboxes within the clubhouse.

10. Clubhouse Parking

A. No overnight parking (11:00 P.M. to 6:00 A.M.) is permitted in the cul-de-sac in front of the Clubhouse area of the Courtyard. No commercial vehicles will be allowed to be parked in the cul-de-sac in front of the Clubhouse area, other than vendors' vehicles that are actively servicing a home. Violator's vehicles will be towed at vehicle owner's expense.

11. Long-term Parking

A. Owners must inform the Management Company of their arrangement to have vehicle(s) removed prior to their departure.

B. All requests must state, make of the vehicle, model, license plate number, which parking area they would prefer to use and length of time the vehicle will be parking in the area.

C. The Management Company will assign parking spot and contact the homeowner. The reservation will be confirmed in writing to the owner.

D. Due to a limited number of parking spaces we will assign parking on a first come basis.

E. If the request is for more than 30 days, the owner must request a new approval prior to the 30-day term expiring in writing.

F. Owners are required to remove their vehicle from long term parking within 24 hours after the last day of their reservation.

12. Snow Removal Parking

A. During each storm and prior to 6:00AM, the snow removal contractor will commence plowing of roadways and parking areas when accumulation is between 2" — 3". The contractor will clear these areas to the greatest extent possible to keep roadways accessible until the storm passes.

B. After the storm has ended, parking lots, driveways and walkways will be cleared to their full width generally between 5AM and 4PM.

C. Any vehicle not moved within 24 hours from its parking space where it was parked when the storm started will be towed without notice at the owner's expense.

D. RESIDENTS MUST CLEAR OFF ALL SNOW FROM THEIR VEHICLE(S) BEFORE MOVING THE VEHICLE(S).

13. Impeding Maintenance

A. Two (2) days' notice will be given to Residents to remove vehicles that could impede scheduled Condominium maintenance. If a vehicle which is impeding the scheduled maintenance is not remove, the vehicle owner will be assessed a fine per the Vehicular Violation Fines schedule and be towed at the owner's expense.

14. Vehicular Regulation Violations

A. The Managing Agent is authorized to issue warning to and impose fines on vehicle owners in violation of these Automobile Regulations, and to have offending vehicles removed.

B. All towing costs will be at the expense of the vehicle owner.

15. Vehicular Regulation Enforcement

A. The Board of Trustees, the Managing Agent, or any other individual designated by the Board of Trustees has the authority to enforce this Policy Resolution. Enforcement shall be by written notice to the vehicle owner.

B. Such notices may be placed on the windshield of the offending vehicle. Any Unit Owner or Resident wishing to report violations of these Automobile Regulations by any other Resident or guest must forward a written and signed complaint to the Managing Agent, and the Managing Agent will take action as deemed appropriate.

## **Vehicular Violation Fines:**

The following fines and towing from the property will be imposed for violation and this Regulation, in addition to related repair costs and legal fees:

- 1st Violation - Warning
- 2nd Violation - \$25.00 and towing from the property at the vehicle's owner's expense.

### **23. RULE - SATELLITE DISHES AND ANTENNA RESTRICTIONS:**

Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Association, the following Rules and Regulations regarding satellite dishes and antenna restrictions shall take precedent over the same:

1. Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guide wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission ("FCC") standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight and appearance to Reception Antennas.
2. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.
3. No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the Condominium.
4. A Reception Antenna which encroaches on the air space of another unit owner's exclusive use, limited common area or onto the general common areas does not comply with this Rule and Regulation.
5. For purposes of this Rule, residents shall include owners, tenants, and/or lessees of units in the Condominium Association.
6. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:
  - A. Reception Antenna shall be no larger than necessary for the reception of an acceptable quality signal, provided that under no circumstances shall Reception Antennas for direct broadcast satellite dishes be larger than one meter in diameter.
  - B. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve (12) feet must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.
  - C. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this Rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. In no event may antennas be installed on roofs, lawns or other common areas. Residents must first attempt to install the antennas within the units. If an acceptable signal is not possible, residents must next attempt to install the antenna on their exclusive use deck, patio, and/or balcony area, preferably below the top level of the deck, patio and/or balcony railing, as a second choice. All cable entry into the building shall be through the floor joists or headers below the floor line and into the basement. Weather tight cable entry systems shall be used. There will be no penetration of common elements for the purpose of attaching mounting elements or securing wire.



- D. Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this Rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.
  - E. Reception Antennas and similar structures shall not be placed within two (2) feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this Rule is to prevent injury or damage resulting from contact with the power lines.
  - F. If Reception Antennas are allowed to be placed on the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.
  - G. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.
  - H. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (3) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (4) reimburse residents of the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installation in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured.
7. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and have guide wires securing the device to the building or ground if said building or ground area is a limited common element. Otherwise, guide wires and the like may not be attached to common areas and facilities.
  8. To the fullest extent permitted by the law, residents shall indemnify and hold harmless the Board, the Board's representatives, consultants, agents, attorneys and employees, unit owners, tenants, guests, and invitees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the installation of any reception antenna contemplated hereunder.
  9. Notwithstanding any provision hereunder, the Board shall report, upon compliance by the resident of this Rule, the installation of any reception antenna to the Master Insurance Policy. Said resident shall thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same. Further, notwithstanding the provisions of the Condominium Documents, the cost in excess of available insurance proceeds of repairing or restoring any damage to the common areas and facilities or to any unit which is caused by any work contemplated hereunder by the resident shall be charged solely to the resident.
  10. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
  11. No resident may install more than one (1) antenna or more than one (1) satellite dish.
  12. In the event of a violation of these Rules, the Association may bring an action for declaratory relief with the Federal Communications Commission ("FCC") or any Court having jurisdiction over the matter. If the violation is for any reason, then if the FCC or Court determines that there has been a violation, a fine equivalent to the maximum allowed under the Condominium Documents shall be imposed. Notwithstanding the same, no attorney's fees shall be collected or assessed, and no fines or other penalties shall accrue while a proceeding is pending to determine the validity of any restrictions. The resident shall have a period of twenty-one (21) days in which to comply with any adverse ruling by the FCC or Court, and during such period, neither a fine nor

penalty may be collected, unless the Trustees demonstrate in the above proceeding which resulted in an adverse ruling to the resident, that the resident's claim and the proceeding was frivolous.

13. Transmission Antennas are prohibited.
14. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications. A copy of said plans and specifications shall be provided to the Association within seven (7) days of completion of the above installation, along with the form attached hereto.
15. The resident is responsible for the immediate removal of the antenna if it must be removed in order for the Association to repair, paint, or maintain the area where it is installed.
16. The Board of Trustees may prohibit the installation of individual antennas when the Association installs a central antenna which provides unit owners and residents with the same service that individuals would request, as long as the signal quality received by the central antenna is at least as good as that received by an individual antenna, and that further, the cost of the central antenna to the individual resident, including the share of installation costs and subscriber's fees is not greater than the cost of the individual antenna installation, maintenance and use, and the requirement to use the central antenna does not unreasonably delay the reception of video programming. In the event that there are individual antennas installed prior to the installation of a central antenna system, the Board shall have the right to require the removal of said individual antenna, so long as the Board compensates the unit owner and/or resident for the installation of the same. Notwithstanding the above, the unit owner and/or resident shall be required to pay to the Board of Trustees a cost determined by the Board to be said unit owner's and/or resident's share of the installation costs and subscribers fees, so long as the same are not greater than the cost of the individual antenna installation, maintenance, and use.
17. If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.

## VI. COMMUNITY INFORMATION - CHELMSFORD

<b>County</b>	Middlesex	<b>Hospitals / Health Care</b>	Lowell General Hospital
<b>Zip Codes</b>	01824, 01863		295 Varnum Ave, Lowell, MA 978-937-6000
<b>Town Website</b>	<a href="http://www.townofchelmsford.us">http://www.townofchelmsford.us</a>		
<b>Town Offices</b>	55 Billerica Road		Emerson Hospital Concord, MA 978-369-1400
Assessor	978-250-5220		
Town Clerk	978-250-5205		
Treasurer/Tax Collector	978-250-5210		AFC Urgent Care Chelmsford 45 Drum Hill Road 978-446-7515
<b>Voting</b>	Precinct 5 McCarthy Middle School 250 North Road	<b>Supermarkets</b>	Market Basket 6 Cornerstone Sq., Westford
<b>Post Office</b>	45 Alpine Lane 978-256-2361		Stop and Shop 299 Chelmsford St., Chelmsford
<b>Libraries</b>	Adams Library 25 Boston Road 978-256-5521		Hannaford 66 Drum Hill Rd., Chelmsford
	McKay Branch 43 Newfield Street 978-251-3212		Whole Foods Market 160 Littleton Rd., Westford
<b>Elder Services</b>	Chelmsford Council on Aging 75 Groton Road North Chelmsford, MA 978-251-0533	<b>Shopping Malls / Plazas</b>	Chelmsford Mall Chelmsford Street (Route 110)
			Drum Hill Shopping Plaza Drum Hill Road
			Westford Plaza Littleton Road (Route 110)
			Pheasant Lane Mall Nashua, NH Route 3 North to Exit 36
			Burlington Mall Burlington, MA Route 3 South to Route 128 South to Exit 32

**VII. FORMS**

The next few pages contain forms that were referenced earlier in this handbook.

**COURTYARD CONDOMINIUM**  
**REQUEST FOR REVIEW FOR ARCHITECTURAL MODIFICATION**

**TO: BOARD OF TRUSTEES**

**FROM: OWNER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DAY PHONE:** \_\_\_\_\_ **EVENING PHONE:** \_\_\_\_\_

Approval is hereby requested to make the following modification(s), alteration(s), or addition(s) as described and depicted below, or on additional attached pages as necessary. Please include Scope of Work, (details as the dimensions, materials, color, design, location and other pertinent data, complete description of work to be completed.) Include drawings, photos, specification sheets from manufacturer of materials (shutters, front doors, previously approved items).

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

I understand and will comply to:

- That if the modification is not completed as approved, said approval can be revoked and the modification will be required to be removed by the owner at the owner's expense.
- That I am responsible to pay for and repair any and all damage done to the common areas as a result of the installation.
- To comply with the state, county, or city building codes, conservation committee (if required) and to obtain all necessary permits, if applicable.
- To abide by the decision of the Board of Trustees.
- That if the modification is not approved or does not comply, I/we may be subject to court action by the Association and that I/we shall be responsible for all reasonable attorney's fees.

**Prior to beginning of work, all contractors and workmen must present a copy of a certificate of insurance with the following wording:**

***"Brigs, LLC and Courtyard Condominium Trust are listed as additional insured with respects to General Liability as required by written contract"***  
**and showing that they are insured for:**

- **Worker's compensation**
- **Liability Insurance in the amount of \$1,000,000**
- **Property Damage Insurance in the amount of \$500,000**
- **Name of Vendor, Business Address, Phone #, and Vendor Contact Persons' Name, contact #**

\_\_\_\_\_  
Date of Request

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

Date Received: \_\_\_\_\_ ( ) Approved Comments: \_\_\_\_\_

Date Notified: \_\_\_\_\_ ( ) Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Board of Trustees

\_\_\_\_\_  
Board of Trustees

\_\_\_\_\_  
Board of Trustees

**Return to: Courtyard Condominium, c/o Brigs, LLC, 185 Dudley Street, Boston, MA 02119**

**OR**

**Fax to: 617-247-7500**

# THE COURTYARD CONDOMINIUM PET APPROVAL REQUEST FORM

This form must be returned to: Brigs, LLC, 185 Dudley Street, Boston, MA 02119

OWNER NAME: \_\_\_\_\_ UNIT \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ UNIT \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ / \_\_\_\_\_  
DAYTIME EVENING

DESCRIPTION OF PET:

ANIMAL TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ COLOR: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

PET'S NAME: \_\_\_\_\_ LICENSE # \_\_\_\_\_

ANIMAL TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ COLOR: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

PET'S NAME: \_\_\_\_\_ LICENSE # \_\_\_\_\_

Per the Courtyard Condominium Documents - Rules and Regulations: If permission is granted, I assume full responsibility for the behavior of the pet and will not permit it to be a nuisance to other residents. I also agree to use a "pooper - scooper" or similar method in all common areas, including neighbor's yards! All pets require written approval from the Board of Trustees.

The following information is required **PRIOR** to the pet being brought onto the premises and approval is given:

1. Completed Pet Request Form.
2. Copy of pet licensing from the Town of Chelmsford.
3. Copy of vaccination report.

Once all the above information is supplied to the Management Company, the Trustees will review the information for approval.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Unit Owner Signature (if different)

\_\_\_\_\_  
Date

\*\*\*\*\*

Approved: [ ]

Denied: [ ]

\_\_\_\_\_  
For: The Courtyard Condominium Board of Trustees

\_\_\_\_\_  
Date

# THE COURTYARD CONDOMINIUM

## Emergency Notification Form

This form must be returned to: Brigs, LLC, 185 Dudley Street, Boston, MA 02119

**Please Note: All information provided is for internal purposes only.**

Purchase Date: \_\_\_\_\_ Unit Address: \_\_\_\_\_

**NAME OF ALL PERSONS LISTED ON DEED:**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(1) Tel #: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

(2) Tel #: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**Mailing Address of Persons listed on deed (if different from unit address):**

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EMERGENCY CONTACT/AGENT:**

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

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel #: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

**Is this person authorized to order maintenance/repairs? Yes  No**

**UNIT OCCUPANT INFORMATION (OWNER OR TENANT, AS APPLICABLE):**

Occupant Name(s): \_\_\_\_\_

**IF UNIT IS LEASED, PLEASE COMPLETE ADDITIONAL TENANT INFORMATION:**

Tel #: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Lease Expiration Date: \_\_\_\_\_ (Copy of lease must be attached, as stated in the Condominium Documents)

**Is tenant authorized to order maintenance/repairs? Yes  No**

**Storage Bin #: \_\_\_\_\_**

**Vehicle Information:**

Resident Vehicle #1 \_\_\_\_\_

Make, Color Model, Year, License Plate #, State

Resident Vehicle #2 \_\_\_\_\_

Make, Color Model, Year, License Plate #, State

**I have received a copy of The Courtyard Condominium Rules and Regulations.** \_\_\_\_\_

(Initial Here)

\_\_\_\_\_  
Signature of Unit Owner \_\_\_\_\_ Date

\_\_\_\_\_  
Signature of Unit Owner \_\_\_\_\_ Date

**NOTIFICATION FORM FOR THE INSTALLATION OF DBS SATELLITE  
DISH, MMDS ANTENNA OR T.V. ANTENNA**

**NOTE: This form must be completed and returned within seven (7) days after the installation of  
any satellite dish/antenna**

TO: Board of Trustees, Courtyard Condominium Association  
c/o Brigs, LLC, 185 Dudley Street, Boston, MA 02119

FROM: Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone # (home): \_\_\_\_\_  
Phone # (work): \_\_\_\_\_  
Unit Address: \_\_\_\_\_

Type of satellite dish or antenna installed (check any that apply)

- \_\_\_\_\_ DBS satellite dish one (1) meter or smaller (e.g., Primestar, Dish Network, Direct TV)
- \_\_\_\_\_ MMDS antenna (wireless cable) one (1) meter or smaller (e.g., liVANTV)
- \_\_\_\_\_ Television antenna
- \_\_\_\_\_ Other

Installation includes a mast: \_\_\_\_\_No \_\_\_\_\_Yes

If yes, insert total length or height of mast: \_\_\_\_\_ft. (Note: mast may not exceed 12 ft.)

The installation of the dish or antenna was completed by the following licensed/insured contractor:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Insurance Agent: \_\_\_\_\_

A copy of the contractor's license and certificate of insurance naming the Courtyard Condominium Association as an additional named insured is attached hereto and made a part hereof.

Describe on a separate sheet of paper and attach hereto, the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the dish/antenna.

Does the location of the dish or antenna comply with the Association's regulations?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, state in detail the reason for noncompliance on a separate sheet of paper and attach hereto.

I acknowledge that I have read, understand, and have complied or will comply at all times with the Association's regulation with respect to the installation of satellite dishes and antennas.

Signature: \_\_\_\_\_

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



**Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report**

**Current datetime: 1/8/2020 2:59:07 PM**

**Doc# Document Type Town Book/Page File Date Consideration**

42240 AMENDMENT 07157/168 07/14/1994 0.00

**Property-Street Address and/or Description**

OF RULES & REGULATIONS OF SD COND

**Grantors**

COURTYARD CONDOMINIUM ASSOCIATION, MICHAUD ROBERT J TR, COURTYARD CONDOMINIUM TRUST TR, MICHAUD ROBERT

**Grantees**

**References-Book/Pg Description Recorded Year**

**Registered Land Certificate(s)-Cert# Book/Pg**

1 0 7 1 5 7 P 1 6 8

**CERTIFICATE OF VOTE AND RESOLUTION OF THE  
BOARD OF TRUSTEES OF THE COURTYARD CONDOMINIUM ASSOCIATION**

This Resolution is made this 17th day of May, 1994 by the Board of Trustees of The Courtyard Condominium Association.

WHEREAS, Article V, §5.12 and Article V, §5.1.6 authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each unit owner's unit; and

WHEREAS, Article V, §5.12 authorizes the Trustees to levy reasonable fines against unit owners for such violations of the Condominium Documents with each day that a violation continues constituting a separate violation; and

WHEREAS, the Board of Trustees of The Courtyard Condominium Association desire to create reasonable Rules and Regulations regarding the administration of parking upon the premises as defined in the Trust as well as the enforcement of the Condominium Documents and to create fines thereto.

NOW THEREFORE, the Trustees of The Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Administrative Rules and Regulations for The Courtyard Condominium Association as follows:

I. Administrative Rule Number 8 is hereby amended as follows:

**PARKING SPACES:** Owners and their tenants shall be responsible to see that neither they nor their guest(s) interfere with the rights of other owners and their tenants to appropriate use of parking spaces.

**VEHICLE REPAIR:** Repairing or servicing of vehicles within the parking area is prohibited.

**WASHING OF VEHICLES:** Washing of vehicles in the parking lot or on grass areas with a hose or a similar device is prohibited.

07/14/94 11:38:36 42240 10.29 5

**HANDICAPPED PARKING:** Handicapped parking spaces are for the exclusive use of persons displaying State issued Handicapped Registration plates or designation tags. Unauthorized parking of motor vehicles in these areas will be subject to towing and fines. These areas are subject to enforcement by the Chelmsford Police Department.

**NO PARKING ZONES:** Parking in No Parking Zones is prohibited. Vehicles parked in these areas will be subject to fines and towing.

**MAIL PICK-UP PARKING:** Two parking spaces by the clubhouse have been designated for temporary parking for the sole purpose of picking up mail by residents from mailboxes within the clubhouse.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 17TH DAY OF MAY 1994

ATTESTED:



CHAIRMAN

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COURTYARD CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution is made this 30<sup>th</sup> day of June, 2005 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, the original Master Deed and Declaration of Trust are recorded with the Middlesex North Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 001, respectively; and

WHEREAS, Article V, §5.12 and Article V, §5.1.6 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, Chapter 400 of the Acts of 1992 has authorized the Board of Trustees to assess the costs of collection to Unit Owners as well as authorizing fines and collection of attorney's fees from Unit Owners, tenants, etc., who violate the Condominium Documents and Rules and Regulations, as they may be amended; and

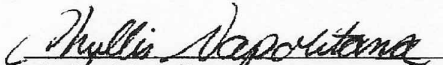
WHEREAS, the Board of Trustees of the Courtyard Condominium Association desire to amend and/or create reasonable Rules and Regulations regarding the use of the pool at the Association.

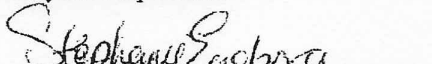
NOW THEREFORE, the Board of Trustees of the Courtyard Condominium Association, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Courtyard Condominium Association as follows:


In all other respects, the Rules and Regulations of the Courtyard Condominium Association are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Board of Trustees has set their respective hands and seals this 30<sup>th</sup> day of June, 2005.

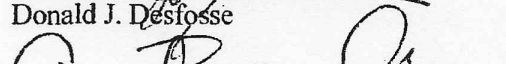
BOARD OF TRUSTEES  
COURTYARD CONDOMINIUM ASSOCIATION,

  
Phyllis Napolitana

  
Stephanie Engborg

  
Donald DeGrazia

  
Donald J. Desfosse

  
Allison Burke

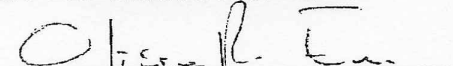
\*\*\*\*\*

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 30<sup>th</sup>, 2005

On this 30<sup>th</sup> day of June, 2005, before me, the undersigned notary public, personally appeared Phyllis Napolitana, Donald J. Desfosse, Stephanie Engborg, Allison Burke and Donald DeGrazia, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, for its stated purpose, as the duly authorized Board of Trustees of the Courtyard Condominium Association.

  
Official signature and seal of notary

My Commission Expires: \_\_\_\_\_



OLIVIA R. EVANS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 17, 2006



5

2008 00015149  
Bk: 22073 Pg: 285 Page: 1 of 5  
Recorded: 04/03/2008 08:50 AM

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COURTYARD CONDOMINIUM ASSOCIATION**

~~2008~~ This Certificate of Vote and Resolution is entered into this 27<sup>th</sup> day of March, ~~2007~~.

WHEREAS, Article V, §5.12 and Article V, §5.1.6 of the Declaration of Trust authorizes the Board of Trustees, from time to time, to adopt, amend and rescind Administrative Rules and Regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities; and

WHEREAS, the original Master Deed, Condominium Trust and By-Laws are recorded with the Middlesex North District Registry of Deeds at Book 5404, Page 311, and Book 5405, Page 001, respectively; and

WHEREAS, the Board of Trustees has adopted a Rule regarding insurance, the substance of which is set forth below.

NOW THEREFORE, the Trustees of the Courtyard Condominium Association, acting pursuant to the authorities contained in Articles III and V of the Declaration of Trust do hereby amend the Administrative Rules and Regulations of the Courtyard Condominium Association as follows:

- 1. The Rules and Regulations of the Courtyard Condominium Association are hereby amended by adding and adopting the following Article:

**INSURANCE RESOLUTION**

We, the undersigned, being a majority of the Board of Trustees of the Courtyard Condominium Association, under a Declaration of Trust recorded as set forth above, do hereby adopt the following policy resolution regarding property insurance claims, repairs, and deductibles:

- 1. Master Insurance Policy: The Condominium Association shall maintain insurance as

the Condominium Trust's Master Policy deductible:

- A. Identifying Master Policy Claims: When a unit owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The unit owner shall notify their own insurance agent or carrier. The unit owner is responsible for the Condominium Master Policy deductible for items not covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc., not covered by the Master Policy. If the damage to areas covered by the Master Policy is less than the deductible, then the Condominium does not get involved with the process and the unit owner must resolve the claim with their individual insurance agent or carrier.
- B. Processing a Master Policy Claim: The following is the process for filing a claim against the Master Policy:
- (i) Damage in excess of \$10,000.00 must be reported within seventy-two (72) hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners should also notify their Insurance Carrier at the same time.
  - (ii) The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - (iii) The Management Agent will instruct the unit owner to secure bids to repair the damage. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the unit owner's signature. If the damage is less than the Master Policy deductible, the unit owner need not submit anything further and should deal with their insurance agent or carrier.
  - (iv) During the bidding and damage assessment process, the Unit Owner must work closely with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to the commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of insurance claims being paid. If a

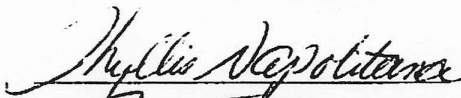
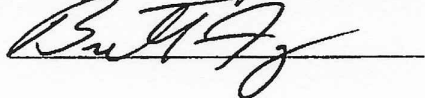


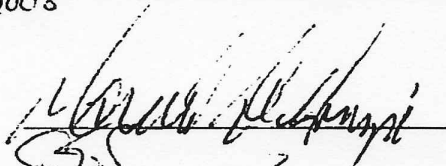
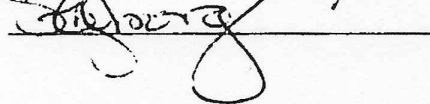
claim payment is delayed, no interest, penalties or other claims will be honored.

- (v) In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the unit owner must abide by its decision.
- (vi) Once it is agreed by all parties what the scope and amount of the claim will be, the unit owner will be given permission to commence the restoration work. Unit owners may ask that the Trust request payment of the claim in order that the unit owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the unit owner. The Trust will never release funds to a unit owner prior to the signing of a release by the unit owner.
- (vii) Final payment will be made when:
  - (a) The Insurance Adjuster has had the opportunity to inspect all repair work.
  - (b) The Trust has received the final payment from the insurance carrier.
  - (c) The unit owner has signed a release.
- (viii) The Trust shall have no obligation or responsibility to perform or cause to be performed repairs within an individual unit.

12. Notwithstanding the above, the Board of Trustees reserves the right to utilize all insurance funds, as well as any other funds which are required to be paid by the unit owner to undertake any and all work needed to the common areas and/or units. The Board shall not be obligated to undertake any said work in the unit until the unit owner makes the payment of any amounts due hereunder.

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 27<sup>th</sup> day of March, 2007. 2008

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 27, <sup>2008</sup>~~2007~~

On this <sup>2008</sup>~~2007~~ day of March, ~~2007~~, before me, the undersigned notary public, personally appeared Phyllis Napolitano, Brett Fay, Donald DeGrazio, Stephanie Engberg and \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Courtyard Condominium Association.

Nancy C. Mandino  
Official signature and seal of notary

My Commission Expires: \_\_\_\_\_

My Commission Expires  
October 9, 2009



**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE COURTYARD CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 20<sup>th</sup> day of March, 2018, by the Board of Trustees of The Courtyard Condominium Trust.

WHEREAS, The Courtyard Condominium (the "Condominium") is a Massachusetts residential condominium in Chelmsford, Massachusetts established pursuant to M.G.L. c. 183A, et. seq., by a Master Deed and Declaration of Trust recorded with the Middlesex North District Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 1, respectively, as the same have been amended; and

WHEREAS, the Declaration of Trust and By-Laws of the Condominium authorize the Board of Trustees to adopt, amend, waive and rescind, from time to time, Rules and Regulations governing the use of the common areas and facilities of the Condominium; and

WHEREAS, the Board of Trustees voted to rescind the amendment to the Rules and Regulations of the Condominium which added a Prohibition Against Smoking in Common and Limited Areas on August 2, 2017.

NOW THEREFORE, the Board of Trustees, acting pursuant to the authority and provisions contained in the Declaration of Trust and By-Laws and pursuant to a duly authorized meeting and quorum set forth therein, do hereby amend the Rules and Regulations of the Condominium as follows:

1. **The Rules and Regulations are hereby amended by rescinding the Prohibition Against Smoking in Common and Limited Areas.**
2. **This Certificate of Vote and Resolution shall not amend, alter or otherwise affect the existing provisions of the Condominium documents prohibiting Unit owners from causing nuisances.**
3. **Notwithstanding any provision in the Rules and Regulations of the Condominium, the above shall take effect and precedence over the same.**
  
4. **In all other respects, the Rules and Regulations of the Condominium are hereby ratified and affirmed.**

*[Signatures Appear on the Following Page(s)]*

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 20<sup>th</sup> day of March, 2018.

Carol Moore  
Carol Moore, Trustee

Diane Monti  
Diane Monti, Trustee

Brenda G. Remington  
Brenda G. Remington, Trustee

Phyllis Napolitano  
Phyllis Napolitano, Trustee

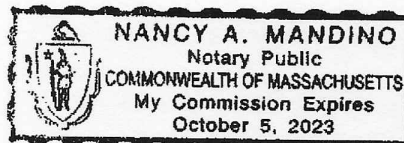
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March, 20, 2018

On this 20<sup>th</sup> day of March, 2018, before me, the undersigned notary public, personally appeared Carol Moore, Brenda Remington, Phyllis Napolitano, and Diane Monti proved to me through satisfactory evidence of identification, which was drivers licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized Trustee of the Courtyard Condominium Trust.

Nancy A. Mandino  
Official Signature and Seal of Notary  
My Commission Expires: October 5, 2023





CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COURTYARD CONDOMINIUM TRUST

Water Heater Tanks & Tankless Water Heaters  
Washing Machine Water Hoses

This Certificate of Vote and Resolution is made this 24 day of April, 2020, by the Board of Trustees of The Courtyard Condominium Trust.

WHEREAS, The Courtyard Condominium (the "Condominium") is a Massachusetts residential condominium in Chelmsford, Massachusetts established pursuant to M.G.L. c. 183A, et. seq., by a Master Deed and Declaration of Trust recorded with the Middlesex North District Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 1, respectively, as the same may have been amended; and

WHEREAS, Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, the Board of Trustees desires to adopt certain Rules and Regulations regarding the care, maintenance, repair and replacement of water heater tanks and washer machine water hoses at the Condominium;

NOW THEREFORE, the Board of Trustees of the Courtyard Condominium Trust, acting pursuant to the authority contained in the Declaration of Trust and By-Laws, and pursuant to a duly authorized meeting and quorum as set forth therein, does hereby amend the Rules and Regulations of the Courtyard Condominium as follows:

*1. The Rules and Regulations of the Condominium are hereby amended by adding and adopting the following provisions relative to water heaters and washer machine water hoses:*

RULE RELATIVE TO WATER HEATERS AND WASHER MACHINE WATER HOSES

1. Each Unit Owner shall be responsible for all ordinary and extraordinary care, maintenance, repair and replacement of the water heater tank and/or tankless water heater servicing his or her Unit. Furthermore, each Unit Owner shall be required to replace the water heater tank servicing his or her Unit when it reaches 10 years of age, and tankless water heater servicing his or her Unit when it reaches 20 years of age, or sooner if required hereunder. All such replacements shall be conducted in accordance with this Rule. Unit Owners must provide evidence of the age of their water heater tank and/or tankless water heater upon request.

2. If the water heater tank and/or tankless water heater in any Unit is found to be defective or has been installed for a period exceeding the duration of the manufacturer's warranty period, then:

- A. If defective and still under warranty, the water heater tank and/or tankless water heater shall be repaired; provided, however, that only if said repair can render the water heater tank and/or tankless water heater operational in a good and workmanlike manner. If the water heater tank and/or tankless water heater cannot be repaired to be rendered operational in a good and workmanlike manner, it shall be replaced.
- B. If the water heater tank and/or tankless water heater is beyond the life of the warranty, it shall be replaced within thirty (30) days and, within seven (7) days from the date of such replacement, the Unit Owner shall submit to the Board a copy of the Certification of Replacement form attached hereto and incorporated herein as Exhibit "A".
3. Any and all contractors, plumbers and/or electricians retained by any Unit Owner in connection with work related to a water heater tank and/or tankless water heater shall be licensed and insured. Unit Owners shall provide the Board with evidence of such licensed and insured status upon request.
4. Each replacement required hereunder shall be conducted at the Unit Owner's expense and in accordance with the provisions hereof. Within seven (7) days of the water heater tank and/or tankless water heater replacement, the Unit Owner shall provide the Board with evidence of the replacement in the form of Exhibit "A" attached hereto and incorporated herewith. In addition, each Unit Owner shall be required to provide the Board with written information regarding the model and serial number of the new water heater tank and/or tankless water heater within seven (7) days of the replacement.
5. Every existing water heater tank and/or tankless water heater shall have an accessible water shut-off. In addition, new installation will include the water shut-off and a metal catch pan shall be installed beneath every water heater tank and must be equipped with a "Water Leak Detection Alarm" – FloodMaster or similar device professionally made – to alert occupants of any overflow/leaks and to shut off the incoming water supply to the water tank and/or tankless water heater.
6. Every existing water heater tank and/or tankless water heater is required to have a hard wired Carbon Monoxide Detector.
7. Every unit owner with water heater tank and/or tankless water heater which are located in a "utility shed" is required to have all pipes wrapped with Automatic Electric Heat Cable and Pipe Wrap Insulation.
8. Every unit owner with water heater tank and/or tankless water heater which are located in a "utility shed" is required to provide a key to their utility shed to the Trustees (care of the management company) to facilitate entrance into your utility shed in case of an emergency when no owner is available. If any utility shed locks are changed, a copy of the key(s) should then be furnished to the Trustees. Any damage due to an emergency forced entrance shall be charged to the owner.



shall release the Board of Trustees, their agents, servants and/or employees from any and all liability related **not only to this Rule but to the execution of the default provisions** hereunder. This indemnification shall include reimbursing the Board of Trustees for any costs to enforce this Rule as well as any legal action brought against the Board of Trustees and/or judgments received thereto as well as the cost of the defense, attorney's fees and any judgments received. Further, this indemnification shall include the payment of any judgments as a result of damage, whether personal and/or to property as a result of this Rule, the breach of this Rule, and any work contemplated hereunder. Finally, notwithstanding anything hereunder, this indemnification shall include the Unit Owner's obligation to defend any action brought against the Board of Trustees by any other Unit Owners for construction, maintenance, replacement and/or restoration described hereunder. As set forth above, this shall include the payment of any and all judgments received, and the Unit Owner shall be primarily responsible for the defense of any said action.

14. The Board of Trustees reserves the right to act pursuant to the Master Deed and Declaration of Trust and By-Laws in the event that a Unit Owner fails to undertake the actions which are mandated by the Board of Trustees and specifically reserves their right to enter the Unit and undertake such corrective actions as are necessary and bill the Unit Owner all costs associated with the same, including legal fees and fines.

15. Any part of this Rule which is deemed unenforceable will be severed and it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not affect in any manner, the validity, enforceability or effect of the remainder of this Rule; and, in such event, all of the provisions of this Rule shall continue in full force and effect as if such invalid provision had never been included herein.

16. Under no circumstances shall any work be undertaken on any water heater tanks except in conformity with this Rule.

***II. In all other respects, the Rules and Regulations of the Condominium are hereby ratified and affirmed.***

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF the undersigned, being the duly authorized Board of Trustees of the Courtyard Condominium Trust, do hereby, by our signatures, certify, acknowledge and assent to the adoption of the foregoing Resolution.

Executed under seal as of the date first written above.

Carol Moore  
Carol Moore

Jason McMahon  
Jason McMahon

Diane Monti  
Diane Monti

Nebiu Yonas  
Nebiu Yonas

Brenda Remington  
Brenda Remington

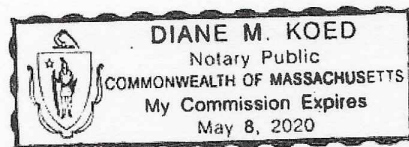
COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

April 24, 2020

On this 24 day of April, 2020, before me, the undersigned notary public, personally appeared Carol Moore, Jason McMahon + Nebiu Yonas proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized Trustee of The Courtyard Condominium Trust.

DiAnne M Koed  
Official Signature and Seal of Notary  
My Commission Expires:



**Exhibit A**

**CERTIFICATION OF REPLACEMENT**

The undersigned, \_\_\_\_\_, as the owner(s) of record of Unit \_\_\_\_\_ of the Courtyard Condominium (the "Unit"), hereby certify that the undersigned caused the water heater tank and/or tankless water heater servicing the Unit to be replaced by a licensed professional as follows:

**Name of Contractor:** \_\_\_\_\_

**License No.:** \_\_\_\_\_

**Date of Replacement:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_

**Status of Replacement/Notes:** \_\_\_\_\_

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

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**OWNER(S):**

\_\_\_\_\_

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

\_\_\_\_\_

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