

CHW RULES AND REGULATIONS



NOVEMBER 7 2023

CHAPEL HILL WEST CONDOMINIUMS

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GENERAL INFORMATION

In accordance with the Declaration of the Condominium and By-Laws of the Condominium Association, the following rules and Regulations governing our community have been developed.

Fines and penalties may be levied for failure to comply with these Rules and Regulations as described on pages 26 and 27 of this document.

The Rules and Regulations outlined in this booklet explain the policies and guidelines established by the Board of Trustees of the Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the board of Trustees and Management to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report violations of these rules to the management company.

These rules are in place to create:

- Conformity throughout the community
- Curb appeal
- Increased property values
- Peaceful enjoyment of the community and it's amenities.

Please read the rules carefully and abide by them. The end result will be a more enjoyable experience for all.

GENERAL RULES

Section 7 of the Master Deed states: Units shall be used solely for residential purposes and personal use. In this electronic age, a business can be anywhere. However, any business that has foot traffic is not permitted to operate within the condominium(s).

Every resident must sign this document agreeing to abide by the rules and regulations of the condominium. Unit owners are responsible to make sure a copy of the Rules and Regulations are read and signed by their tenants.

The unit owners are responsible for their tenants' actions and for paying all fines and fees levied on their unit due to the actions of their tenants.

- There shall not be any disturbing noises or activities, willfully or negligently, which would become an annoyance or disturbance to other residents. Construction and remodeling of your unit is an exception providing that the work is done during permissible hours. See Construction and Remodeling contained in this document for complete details.
- Each unit owner shall be responsible, at the unit owner's cost and expense, for the proper care, maintenance, repair, and replacement of the A/C and Heating system serving his or her unit. Refer to the **Whalen Unit Responsibility and Clarification** section contained on page 20 of this document.
- Window dressings, curtains, or blinds must be installed by owners on all windows, sheets are not acceptable. Nothing else is to be hung on the inside or outside of the windows. Windows with broken seals must be replaced, which shall be done at the unit owner's expense. Refer to the **Unit Window Responsibility and Clarification** section contained on page 20 in this document.
- No unit owner, occupant, agents, servants, licensees, or visitors shall bring into the unit any flammable, combustible or explosive fluid, material, chemical, or substance except medical supplies and cleaning fluids as is customary for residential use.
- Do not throw or sweep dirt or other substances from the doors, windows, or balconies. Do not leave waste in any common area except where wastebaskets, dumpsters, or recycling bins have been provided. Do not litter anywhere on the property. If you are caught littering by a member of the staff or a Trustee, you will be subjected to a fine in the amount of \$100.
- Smoking is **not permitted** anywhere within the common areas of the building. Per the Framingham Fire Department there shall be no obstruction of the common areas by items such as doormats, footwear, umbrellas, decorations, package deliveries etc.

Nothing is to be placed on the outside of your unit door. Nothing shall be stored in a common area.

- Nothing which will impair the structural integrity, or which will structurally change the building is permitted in any unit or common area.
- Parking baby carriages, tricycles, bicycles, wagons, toys, benches, or chairs are not permitted in any part of the common areas.
- Bicycles must be stored in the bike racks provided in the garages at the unit owner's or occupant's own risk. All bicycles must be registered at the management office. You will be issued a registration sticker that is to be placed on the bicycle. Failure to follow this procedure will result in the removal of the bicycle.
- Nothing shall be altered in or removed from the common areas.
- No ball playing, snowboarding, skiing, sledding, bicycle riding, barbecuing, chalking/graffiti, etc. are not allowed in/on the parking lot or the walkway or landscaped lawn areas in the back of the building.
- No playing or disturbing behavior is allowed in the corridors, lobby areas, laundry rooms or any other common area. In common areas of a condominium community, there is a reasonable expectation among owners, renters, residents, and visitors of safety, privacy, and civility within this residential community.
- Drones and electric or otherwise alternatively powered skateboards and motor-assisted skateboard-like devices commonly called hoverboards are not allowed.
- The parking lot is to be used only for parking your cars. This can be a dangerous place for adults and children. Please remember to drive slowly and be especially careful when backing up. Parents, please remember to watch your children when entering and exiting the car.

The landscaped lawn area at the back of the building is available to take a nice stroll along the path and take in a little bit of nature. Walking or playing on the landscape areas is not permitted. In the winter, fall, spring, or summer is prohibited. Note also that CHW only owns approximately ten feet up the hill in the back. The rest of the hill and wooded area is owned by the Sons of Mary, which is a religious order, and it is private property.

Recreational areas/facilities are plentiful in Framingham for both adults and children, and we encourage you to take advantage of them. Ballfields and play areas are within 5-10 minutes of CHW. The YMCA and the Boys and Girls Clubs, both of which are nonsectarian, are within 10-15 minutes of CHW. The YMCA offers a wide range of

activities for both adults and children, whereas the Boys and Girls Club caters to children. Here is the link for additional information:

www.framinghamma.gov/index.aspx?NID=951

CHAPEL HILL WEST MANAGEMENT OFFICE

The Management Office is located between Laundry Room A and the Exercise Room. You can access this room by using your FOB key during business hours only.

Business hours are:

Monday through Thursday - 8:30AM to 4:00PM

Friday - 8:30 AM to 3:30 PM

The Management Team can assist you with your concerns as they relate to managerial and operational matters. If you encounter an emergency situation during non-working hours, call 508-872-5847 to reach the answering service. Your call will be delivered to the person on-call who will oversee the matter according to the circumstances. If you are looking for Condominium documents, insurance documents and other forms and documents, you can find these available for download on our website at

www.chapelhillwest.com.

COMMON AREAS

Balconies

Nothing is to be hung or displayed on the outside or inside of the window or placed on the outer walls or door of the balcony. No signs, awnings, canopies, shutters, radios, or television antennas are to be affixed to or placed upon the exterior walls, door, roof, or on any window. Patio/deck furniture and plants are proper items for balconies.

Bicycles, boxes, cartons, bird feeders, interior-furniture, etc. are prohibited. No clothing, sheets, blankets, bathing suits, or similar items shall be hung out of the unit or on the balcony, balcony railing, or exposed on any part of the common areas.

Balconies cannot be used for storage purposes.

Gas-fired and charcoal grills are prohibited per the Fire Department. Any person who stores or uses any chemical or gas grill will be reported to the local fire authorities and the unit owner shall be responsible for any fine imposed by fire authorities as well as any fines issued by Chapel Hill West Condominiums.

All planters are to be hung on the inside of the balcony railing. Windows belong to unit owners. The walls, ceilings, floor, and railings belong to the common areas to ensure conformity. No items are permitted to be raised or lowered from the balconies, including floor-cleaning equipment. You are not allowed to paint your balcony.

Exercise Room

Hours are 5:00 a.m. to 10:00 p.m.

The exercise room is located on the ground floor of Lobby A and down the hall from the management office. Children under the age of thirteen are not allowed in the exercise room. Children between 13-15 years of age must be supervised by a resident parent or a parent- selected resident guardian who is at least 21 years of age. Children under 16 years of age are not allowed to use the exercise equipment.

There are rules posted in the exercise room, which stipulate that at the end of your work out, all older exercise equipment must be turned off and the newer exercise equipment should have the video power turned off only. When leaving the room, Fans, heaters, air conditioning, and TV must also be turned off. The wall TV is closed caption only; do not attempt to activate the sound. Under no circumstance are you to bring personal exercise equipment to the exercise room. Please report any machine malfunction to Management.

Game Room

Hours are 8:00 a.m. to 10:00 p.m.

The game room is located on the ground floor on the B-Side of the building. The game room is for the use of all residents of the building. Children under the age of sixteen are not allowed in the game room unless accompanied by a resident parent or a parent- selected resident guardian who is at least 21 years of age.

Laundry Room

Individual washers and dryers are strictly prohibited in Units.

Laundry rooms are located near the A and B lobbies of Chapel Hill West. Please limit yourself to no more than three machines at a time. During very busy times, two (2) machines. Detergents, bleach, and other cleaning agents must be kept in tightly closed containers, especially when being carried through the hallways.

Clean out the dryer filters after your drying cycle is completed.

Residents may place notices on the laundry room bulletin boards only with the approval of Management. **Unapproved notices and or advertisements will be removed.**

Social Room

Any owner may use the social room (or tenant with owner's written permission) who agrees, in writing, to abide by the rules established by the Trustees. The room should be reserved two weeks in advance by completing the social room request form, available at the management office. The key can be picked up and signed for in the management office on the day of the event, or on the Friday of the weekend the room has been reserved for. The key is to be returned to the management office the following morning after the event.

Those who book the room are responsible for the actions and behavior of their guests. In the event of damage, management will determine the cost of repairs or clean-up and assess the full amount to the unit owners. All HOA fees must be current for anyone reserving the social room. The security deposit for renting the social room is \$300.00. The deposit will be returned after management has inspected the room. Please be certain that everything has been removed from the refrigerator and all trash has been removed and brought to the trash chute or dumpster in the garage. Please use double bags or heavy-duty plastic bags to remove your trash to prevent leaking. The room must be left in the same condition as it was found.

TRASH CHUTES

Do not throw boxes, electronic equipment, plastic toys, metal pipes, or anything other than trash, tied and closed in a plastic bag down the trash chute. Boxes, even broken down, are not acceptable items for the trash chute. These items cause damage to the trash chute and are expensive to repair. Do not throw open food, diapers, or liquids down the chutes as it creates a terrible mess and odors and is unhealthy for everyone. Note that each trash room chute has a sign hanging over it to remind residents of these necessary rules. Infractions of these rules will result in a fine equal to the cost to professionally repair the chute. Boxes are to be brought to the recycling bins located in the middle garage and broken down before disposal. Failure to break down boxes causes the bins to fill quickly as whole boxes take up more space. Infractions of this rule will result in fines.

RECYCLING BINS

No cardboard shipping boxes shall be placed in the trash chute, but shall be broken down, flattened and placed in the recycling containers on either side of the middle garage. All owners and/or residents are required to break down and flatten cardboard shipping boxes before placing them in the designated trash or recycling area. Failure to do so may result in a fine.

Owners and/or residents who fail to flatten their cardboard boxes before disposal shall be subject to a fine of \$25 for the first offense, \$50 for the second offense, and \$100 for each subsequent offense.

BULK ITEMS DISPOSAL

Bulk items are appliances, furniture, mattresses, etc.

If you need to dispose of items considered to be Bulk Items, you need to do one of two things.

- Visit www.framinghamma.gov and follow their steps.
- Go to "**Trash & Recycling**" at the bottom of the page. In the bar on the left-hand side of the page, click "Bulky Items Disposal".

From there, follow the instructions. You can print the permit from the website.

After you print the Permit, place it on the items you want to have picked up.

Failure to follow this rule will result in a fine equal to the cost for us to dispose of the items.

CONSTRUCTION AND REMODELING

The days and hours of operation for all contractors doing work in units are:

Monday through Friday, 8:00 a.m. – 5:00 p.m.

Saturday, 9:00 a.m. -2:00 p.m.

No Holidays or Sundays

All unit construction must be reported to the management office at least two weeks before the beginning of any scheduled construction or construction deliveries. Unit owners must complete and return a construction/remodeling information form to the management office, accompanied by a \$250.00 security deposit no later than one week before the beginning of any construction/repairs or deliveries. Forms are available at the management office or on-line at chapelhillwest@comcast.net. This is important to ensure all safety measures are in place and conducted professionally by properly licensed/certified individuals.

Unit owners are responsible for informing contractors of the rules they must abide by. When the project is finished all materials are to be removed from the property safely and not placed in the dumpsters. Contractors are not permitted to use the resident shopping carts for any reason.

Contractors are responsible for obtaining permits. *If construction begins before a permit is issued, management will contact the Framingham Building Department to advise them of the infraction.* Consequently, any fines issued by the FBD, or other federal regulatory agencies are the unit owner's responsibility to pay. Accordingly, do-it-yourself projects are restricted to projects like painting and wallpapering.

Contractors must possess an appropriate license(s) and valid certifications as might be required by the City of Framingham, the DEP and or the EPA. Failure to comply with Framingham/Massachusetts and federal regulations may result in **substantial** additional costs to you, resulting from code violations and/or association fines. Copies of all required building permits, W-9's, up to date insurance, and other required certificates and contractor licenses must be given to the on-sight property manager no

later than one week before the beginning of any construction or construction deliveries.

All work must be performed in the owner's deeded unit or on the balconies and not in or on the common areas. Alterations of the balcony floors, walls, railings, and ceilings, which are not part of the owner's deeded property, are not permitted. Under no circumstance are construction materials or equipment to be left unattended in any common area even for a short period. Furthermore, sound travels in this building so we ask that you please be considerate with any noisy projects, whether performed by a contractor or by you.

The contractor's vehicle(s) can be parked in the loading zone next to one of the parking garage ramps for fifteen (15) minutes to bring any materials and/or supplies up to the unit. Please do not prop the doors open. Management has a door latch to be used to hold the side doors open during a move. The contractor's personnel must always be present when the door is open. There is a \$50 fine if the latch is not returned to the office. When your finished unloading, the contractor's vehicle must be moved to the parking area located at the far west end of the parking lot. Contractor's vehicles are not to be parked in parking spaces closest to the building. These are designated spaces for residents and visitors only.

Contractors must always check in with the office before beginning any work or making any deliveries. Construction materials or other items cannot be raised to or lowered from the balconies.

FIRE SENSORS AND FIRE ALARMS

In the event of smoke due to cooking or by other means, immediately contact 911 then proceed to vent the smoke by opening only the balcony door and windows. **Never open your front door to air out your unit**, doing so can activate the building smoke alarms. Failure to adhere to this procedure will result in a fee charged to anyone causing such alarms. This is considered a false alarm by the fire department and potential fines could be issued to the trust.

Heat Sensor Tampering – The heat sensors located over the doorway to each unit must **NEVER** be tampered with, removed, or covered. These sensors are wired directly

to the fire alarm company. Infractions of this rule will result in one of the following charges:

- If no repairs are required, you will be charged a fine of \$175 plus potential fees charged to the association from the Framingham Fire Department.
- If repairs are required and exceed \$175, you will be responsible to pay those repair costs plus potential fire department fees. Example: Repairs and fees equal, \$300. This would be your total charge.

MOVING AND DELIVERIES

Moving and delivery dates must be scheduled with management. Only one move per day will be scheduled. 3-day advance notice to the management office for a Saturday move is required.

Move in/Move out/Delivery Hours are:

Monday through Friday between 8:00 a.m. and 7:00 p.m.

Saturdays between 9:00am through 2:00pm

No holidays

The unit owner is responsible for complying with the Move in/Move Out regulations and must obtain a copy of the policy from management or on-line at www.chapelhillwest.com before the move. The unit owner must sign their acceptance of our policies. It is the responsibility of the unit owner to explain the condominium move in/move out rules to the mover as well as to their tenant(s).

Failure to abide by the move in/move out schedule and hours will result in a fine. (See Summary of Fees and Fines contained in this document).

Unit owners or tenants of unit owners shall place a deposit with the management office 15 days before moving in or out of the condominium. The deposit is \$500. This requirement shall be noted in all certificates issued pursuant to G.L. c.183 A a (6d), for both the buyer and the seller.

After the move is completed and it is determined that no damage has been caused to the common area or fines assessed, the deposit will be returned. If the damage is caused to the common area, the cost will be deducted from the deposit. If the deposit is not adequate to cover the damage, the unit owner will be billed accordingly. Each owner of a tenant-occupied unit will be required to fund the deposit each time there is

a change in occupancy. Failure to submit said deposit with the management office will result in the temporary suspension of your project.

The Board of Trustees has experienced and observed damage to common areas and have incurred administrative expenses resulting from changes in occupancy in the various units of this condominium.

Unit owners are responsible for any damage to entryways, lobbies, elevators, hallways, carpeting, wallpaper or doors and doorjambes etc. Owners are charged for the disposal of materials that are not left in the proper areas. The mover must remove all packing materials and not leave them in our dumpsters.

Furniture, appliances, and large packages are to be brought in by the ramp doors only. These items are subject to the same time and date restrictions as the Move in/Move out rules.

Under no circumstances are large items to be moved or delivered through the front doors in the lobby, nor are any items to be raised to or lowered from the balconies.

Only one elevator may be used during the move. Pay close attention to the maximum load capacity sign above the control panel. Overloading the elevator could trip the floor leveler, which will make the elevator inoperable. All expenses required to return the elevator to an operable condition will be passed along to the unit owner. To reduce the inconvenience to our residents, please do not hold or start loading the elevator until you have a full load. When unloading the elevator, please empty the elevator before moving the items out of the building or into the unit. Under no circumstances are the elevator doors to be held open by any means. Holding the doors open will result in a failure to the electronics. Said failure can only be reset by our elevator company and is considered vandalism resulting in a charge to the trust. Accordingly, the total amount of the charge will be passed along to the unit owner.

The movers must coordinate the move with the management office. This includes having the elevator padded and where the trucks can be parked. No exterior doors are to be left open during the move. Management has a door latch to be used to hold the side doors open during a move. There is a \$50 fine if it is not returned to the office. All boxes and related moving materials (after your mover has left) need to be collapsed and placed neatly in the rubbish or recycling bins.

It is recommended that the unit owner or the authorized renter of the unit accompany the movers when furniture, equipment, etc. are being moved in or out of the unit/building to ensure the moving company is complying with all rules and is not causing damage. Unit owners are responsible for all violations or infractions of the rules caused by their tenants or moving company.

If moving a large piece of furniture, appliance, or package, the resident must schedule the delivery with management. No deposit is required; however, the elevator must be padded and if the rules are not adhered to, the fines and cost of damage will be charged to the unit owner. Submit all deposits to the on-site management office.

PARKING AND TRAFFIC

Traffic must keep to the extreme right of the ramp upon entering and exiting. Traffic must follow the arrows and lines painted upon the driveway and parking lot. Turning left as you approach the entrance of the property is strictly prohibited. ***All traffic must come to a full stop at every stop sign and travel at a safe speed of no more than 10 mph in the parking lot.***

Resident parking stickers will be issued when you fill out your information form. They are to be placed on the **rear driver side window**. Failure to apply the parking sticker as instructed may lead to your vehicle being towed at your expense. We need to know who is parking here for security reasons. All unit owners, their tenants, guests, employees, or other agents must obey all rules, regulations, and policies, including posted signs, regarding parking and driving on Chapel Hill West Condominium property. Beyond the rules and regulations set forth below, the Trustees may adopt certain parking policies from time to time. These policies will become effective for each responsible party upon their receipt of notification.

Vehicles may not be “stored” on the property.

Park oversized commercial vehicles in the designated long term parking area at the west end of the parking lot. The Board of Trustees retains the final right to determine which vehicles are commercial vehicles and allowed to park with permission.

The paved areas are for the parking of registered vehicles only. Storage of trailers, unlicensed vehicles, and boats is prohibited.

Parking is not permitted in the fire lanes or the rear of the building. Only cars with handicapped plates and other visible appropriate permits can park in handicapped spaces. **Illegally parked vehicles and vehicles with expired registration will be towed from the parking lot at the owner's expense.**

The side entrance ramps in the garages are for loading and unloading, with a posted time limit. There are three areas designated for ten (10) minutes drop off, loading or unloading. The areas are on both sides of the "B" Lobby and the east side of the "A" Lobby. Please pay attention to the 10 minutes' time limit so as not to inconvenience your neighbors. The right side of the "A" lobby has private garages and temporary parking or stopping is not allowed there.

INSURANCE

Damages to the unit owner's property and or common areas resulting from the actions of the unit owner are the responsibility of the unit owner. Accordingly, it is highly recommended that every unit owner has the necessary insurance to protect against such losses. Should such damages call into play the Master Policy of the condominium and are in excess of the related deductible, the unit owner or his/her insurance policy will be required to pay to the association such deductible amount which is currently \$10,000. Should the loss be less than the deductible, the unit owner or his/her insurance will be responsible to pay for such amounts. (See **Attachment A – CHW Water Loss Letter** at the end of this document for complete information on filing an insurance claim).

LOCK OUT and KEY POLICY

To assist our residents in the event of a lockout, we are providing you with additional steps you can take in the event this situation arises.

If residents are locked out of their unit between 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays, please call the Management office at 508-872-5847 and our maintenance staff will try to assist you.

If you are locked out of your unit after 4:00 PM, Monday through Friday, weekends, or holidays, you have the following options:

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- Call the after-hours management office phone number at 508-872-5847 and notify the answering service that you are locked out and would like the on-call maintenance person to assist you for a lockout only.
 - All following charges will be your responsibility and must be paid at the time of service. The service call to unlock the door only by the CHW on-call maintenance person is \$95.00.
 - You can call a local locksmith to unlock your door and the unit owner is responsible for all costs involved.
 - If your lock is broken, we recommend that you call a local locksmith. If the lock needs replacement by the locksmith, they can only install a **schlage cylinder** so that it can be keyed to our master cylinder.
 - H. Perron Locksmiths at 508-875-3744 can install a new lock that is already keyed to our mastered cylinder. The unit owner is responsible for the cost.
 - Other locksmiths can install a Schlage lock keyway at the unit owners' cost and then CHW Maintenance will re-pin the new lock for you during the normal business hours Monday through Friday at no additional charge.
 - Keys entrusted to the management office are at the sole risk of the person issuing the key. Management and the Board of Trustees shall not be liable for injury, loss, or damage of any nature whether, directly or indirectly, resulting thereof or connected thereto. Management is responsible for the safekeeping of all keys in our possession. Unit owners and or their occupants shall not alter the lock or install a new lock without the written consent of management.
 - In the event of an emergency and if access is necessary, management has the right to gain entry for the purpose of mitigating the source by whatever means necessary at the unit owner's expense. In non-emergencies situations, keys will only be used with the permission of the Unit Owner.

Please note:

Security Guards do not have access to any unit keys and cannot assist you.

Please remember that if your unit door lock is not keyed to our master cylinder and there is a building emergency, management will not be able to gain access to your unit. Moreover, if the management office does not have a key to your second deadbolt lock (if applicable), the same thing would apply during a building emergency. In these instances, if the emergency requires immediate access, the door will be forcibly opened and the expenses to repair subsequent damages will fall on the unit owner.

Note also that units must be accessible when the periodic fire alarm inspections are conducted within the units for the safety of all residents.

SNOW REMOVAL

Phase 1: General Plowing and Sanding During a Storm

General snow removal is ongoing during a snowstorm and focuses on keeping the travel lanes and walkways clear of snow and salted for the residents and emergency vehicles. In most cases, general snow removal is completed shortly after the storm has passed. Occasionally, a resident may be asked to move a vehicle if it is determined that the vehicle is interfering with the general snow removal.

Phase 2: Parking Area Clean Up

The cleanup of the parking spaces and travel lanes will usually follow the general snow removal during a time that is coordinated with our snow removal contractor.

All unit owners and residents must clean off their vehicles and move vehicles during or immediately after all snowstorms, including weekends, to facilitate snow removal operations. Vehicles that are not removed will subject their respective unit owner to fines to cover the cost of additional snow removal operations.

It is advisable to make prior arrangements with a neighbor/friend to assist you in adhering to the Snow Removal Policy. If you are unable to clean off and move your car during the winter months, please ask a neighbor to help you or park your car in the Long-Term Parking area.

During the winter months from November through March, please do not park your vehicle in the spaces located in front of the yellow removable railings. These spaces will be dedicated to snow removal procedures. If your vehicle is parked in this area during the snow removal process, your vehicle will be relocated(towed)to another parking spot and all applicable costs will be charged to your account.

Residents who will be away for more than twenty-four (24) hours *during the winter months* and who will be leaving a vehicle in the parking area should park the vehicle as close to Long Term Parking as possible, as well as notify the management office.

If it is snowing, you should be expecting a general clean up but not all snowstorms will require a parking space clean up.

Unit owners and residents are responsible for all vehicles associated with their condominium unit including guest and service vehicles.

Cleanups are best done during work hours and could be postponed until the next workday.

Garage space owners should never pull their vehicles into the garages to clean off snow. Garage space owners should clean off their cars before pulling into the garage.

Nighttime snow removal may be necessary in some cases.

Residents that fail to have their cars cleaned and relocated will be subject to a fine and/or any additional snow removal costs.

Residents who are unable to move their car(s) because of illness or physical limitations should contact the management office.

WHALEN UNIT RESPONSIBILITY AND CLARIFICATION

According to Massachusetts General Laws c. 183A, §6(a)(ii), the Board of Trustees, after advisement by the Association's attorneys, has adopted a resolution to provide that the heating and air conditioning units exclusively serving any individual Unit, together with all associated parts (the "Whalen Unit"), shall be classified as part of the Unit to which it exclusively serves. As a result, each Unit Owner shall be responsible, at the Unit Owner's cost and expense, for the proper care, maintenance, repair, and replacement of the Whalen Unit serving his or her Unit.

Notwithstanding the above, the Board of Trustees has determined that the association shall conduct routine maintenance (at least annually) of such Whalen Units including, but not limited to inspection, draining, and clearing of lines, and such other reasonable regular maintenance as the association deems proper. Routine maintenance of the Whalen Units shall be a common expense of the association and the Board, or its agents shall have access to the units according to the Condominium Documents to conduct the same. In no event, however, shall the Association be responsible for the replacement of the Whalen Units or repairs for damage or defects to the same.

Should you identify any water build-up within the pan or if there are any signs of water outside the A/C unit resulting from your unit or the unit above you, please call the management office who will try to mitigate the damage and or advise the owner of

additional actions needed. In any event, care must be taken not to damage the pan as this may result in the necessity to replace your Whalen Unit.

UNIT WINDOWS REPLACEMENT RESPONSIBILITY AND CLARIFICATION

According to Massachusetts General Law Chapter 183A, §6(a)(ii), the Board of Trustees, after advisement by the Association's attorneys, has confirmed the adoption of the Resolution by the Board of Trustees, filed previously with the State relating to this matter and which, in substance, is now included in the Rules and Regulations by a majority vote of the Board of Trustees. This Resolution determined that all parts of the windows and their respective frames, whether exterior or interior exclusively serving individual units, are hereby classified as part of the Unit and the unit owners shall be solely responsible for the care, maintenance, repair, and replacement of the same.

If the Unit Owner desires to undertake maintenance, repair, and/or replacement to any part of the window and their respective frames, or the Unit Owner is required to do so by the Board, following this Resolution/Rules and Regulations, the Unit Owner must comply with the following provisions:

- No Unit Owner shall make any addition, alteration, or improvement in or to the Unit as it relates to all parts of the windows and their respective frames, whether exterior or interior, without the prior written consent of Management and approval by the Board of Trustees.
- The Management Office can supply you with the name of a contractor to perform this work or you may choose your contractor. Any contractor who performs work under this provision must be licensed and insured and the work must be in full compliance of all applicable federal, state, and local laws, ordinances, codes, by-laws, rules, and regulations, including those related to zoning, building, health, safety, and sanitation. The Unit Owner/Contractor must provide the Management Office for the Association with all building permits, licenses, and evidence of insurance necessary before undertaking any work. In the event of a default of this provision, the Unit Owner shall be responsible for all costs incurred by the Board of Trustees, including attorney's fees, fines, and any damages caused to the common area or other Units as a result of the work contemplated hereunder.
- All said sums due hereunder as a result of the default of this Rule shall be a Unit, according to M.G.L.c.183A. Said amount shall be collected as a lien according to M.G.L.c.183A and M.G.L.c.254, §5 and §5(a).

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- Any work done hereunder shall not result in any other exterior/interior modification of the windows or common areas. In the event of a default of this provision, the Unit Owner shall be responsible for all costs incurred by the Board of Trustees, including attorney's fees, fines and any damages caused to the common area or other Units as a result of the work contemplated hereunder in addition to repairs or replacements not performed to standard as originally submitted to the Managing Agent and approved by the Board of Trustees.

SWIMMING POOL RULES AND REGULATIONS

The following rules and regulations have been promulgated for the safety of all residents. The use of the swimming pool is a privilege, which may be revoked at the discretion of Management for failure to observe the rules and regulations as outlined below.

LIFEGUARD HAS COMPLETE AUTHORITY IN THE POOL AREA TO ENFORCE ALL RULES

The Board of Health requires that:

- No bather shall enter the pool unless he first takes a cleansing shower. Clogs or some type of foot protection must be worn in the shower at all times.
- No person suffering from a fever, cough cold, inflammation of the eyes, nasal ear discharges or any communicable disease shall be allowed to use the pool
- No person with sores or other evidence of skin disease, who is wearing a bandage or medical covering of any kind shall be allowed to use the pool.
- Bathing suits are required. No shorts or cut-offs allowed. No bather shall wear an unclean bathing suit.
- No inflatable tubes, floats, or play equipment are allowed. Water wings, noodles, and life jackets will be allowed in the shallow end. No diapers are allowed in the pool unless covered by waterproof pants (swimmies).
- No person shall bring or throw into the pool any object that may in any way carry contamination or endanger the safety of the bathers.
- NO ROWDINESS, RUNNING OR PLAYING IN THE POOL AREA OR CABANA.
- NO LOITERING IN THE CABANA.
- No loud or offensive language is allowed.
- For the comfort of all pool-goers, please keep the radio volume to a minimum.

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- No person shall spit in or in any other way contaminate the pool, or its floors, walkways, aisles, or dressing rooms.

NON-ALCOHOLIC BEVERAGES ARE ALLOWED IN THE POOL AREA.

- NO GLASS containers shall be permitted in the pool area. Please properly dispose of food and beverage containers.
- Pool furniture must not block access to the pool or walking paths.
- SEATS MAY NOT BE RESERVED FOR FRIENDS WHO MAY BE ARRIVING LATER. SEATING IS ON A FIRST COME, FIRST SERVE BASIS. Those using suntan lotion/oil should put towels on the chairs to protect the furniture from discoloration. Do not place bags or personal belongings on chairs, as this takes up an additional chair, which someone else could use.
- A resident of Chapel Hill must accompany all guests. Two (2) guests per unit, unless otherwise approved by Management

NOTIFY LIFEGUARDS IMMEDIATELY OF AN EMERGENCY.

- Pool hours are 10:00 a.m. – 8:00 p.m., Monday through Sunday, WEATHER PERMITTING and subject to the availability of a lifeguard.
- CHILDREN UNDER 16 ARE NOT ALLOWED UNLESS ACCOMPANIED BY A PARENT OR PARENT-SELECTED ADULT RESIDENT who is at least 21 years of age. A non-swimmer must be supervised at all times by a parent or guardian.

THE LIFEGUARD HAS THE FINAL SAY IN ALL SAFETY MATTERS.

Violation of any of these rules may revoke privileges

- LIFEGUARDS WILL DETERMINE WHICH END OF THE POOL A CHILD MAY USE.
- Everyone must sign in with the lifeguards and show their FOB (electronic key).
- Chapel Hill East/West shall not discriminate against any person desiring to use the shared swimming pool facilities based on race/ethnicity, color, national origin, sex, sexual orientation, disability, veteran status, or age.

ADVERTISING & MARKETING

Advertising and or Marketing of any kind in the “Common Areas” of Chapel Hill West Condominiums is strictly prohibited. This includes but is not limited to the distribution of substantive material with the sole purpose of bringing attention to a specific matter for one’s personal gain.

These restrictions include but are not limited to the following:

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- Leaflets, advertising material, posters, notices sent door to door, or posted anywhere on the property, be it either on the interior or exterior. Unsolicited telephone calls, phone blasts, or phone messages to unit owners or renters. Unsolicited placement of information on vehicles in the parking lot or garages. Door to door solicitation, fringe advertising, etc.

Failure to comply with the rules and regulations as designated above may lead to the following actions:

- Violation of the rules above may result in fines being imposed against the unit owner following the fine schedule set by the trustees. Until paid, all fines remain on your account. A unit cannot be sold until a release Form (6d) is discharged verifying there are no fines, liens, or other payments due to Chapel Hill West.

RENTAL APPLICATION PROCESS

A unit owner before completing a rental agreement must submit a completed Chapel Hill West rental application form and provide management with a processing fee of \$100. Once approved, the prospective tenants are required to meet with management for a brief orientation and schedule their move before moving into the building.

The unit owner must provide a set of Chapel Hill West Rules and Regulations to the prospective tenant and get a signed acknowledgment certifying that the tenant(s) understand the rules and regulations and will abide by them. There is a 12-month minimum lease requirement, and the unit shall be used for residential purposes only. There are absolutely no subletting or short term/vacation rentals allowed. All people who will be staying in the unit must be named in the lease.

Renting for less than a year and/or subletting units or failing to follow the rental rules/process outlined above will be subjected to fines specified in the Summary of Fines.

ELECTRONICS/ELECTRICAL EQUIPMENT

All electronic or electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, equipment, or recommendation of the Board of Fire Underwriters the FCC and other public authorities having legal control. The unit owner shall be liable for any interference, damage, or injury caused by the radio, television, or other electrical equipment in such unit. To conserve

electricity and save money for the association, all lights and electronic equipment are to be turned off when not in use

PETS

There are no pets allowed in the building. Anyone keeping a pet or allowing one to “visit” the building will be fined. Anyone keeping a pet will be given written notice and will have 14 days to remove the pet. If the pet is not removed, the daily fine will start on the 15th day. Management has the right to inspect that the pet is gone and if the pet is brought back the fine will be retroactive to the 15th day from notification.

SUMMARY OF FEES AND FINES

Violation of any of the Rules and Regulations will result in fines levied against the Unit Owner following the fine schedule set by the trustees.

Until paid, all fines remain on record. A unit cannot be sold until a release Form (6d) is released verifying there are no fines, liens, or other payments due to Chapel Hill West.

Construction Deposit	\$250
Violation of Pet Policy	\$100 per day
Littering	\$50 per offense
Improper Balcony Items (including gas & charcoal grills)	\$25/\$50 per day thereafter
Extended Move In/Move Out Fee	\$250/hour. Billed in ¼ increments.
False Fire Alarm Fine	\$100
Heat Sensor Tampering	\$175. If greater than \$175, the cost of repair.
Move In/Move Out Deposit	\$500.00
Move in/out without permission	\$1,000.00
Delivery/Removal of Furniture/Appliance without permission.	\$1,000.00
Parking/Traffic Fine	\$50/\$100/\$200 per subsequent violation
Rental Application Fee	\$100.00
Rental Rules Violation	\$100/Day
Social Room Deposit	\$300.00
Installed washer/dryer	\$2,500.00
Trash Chute Fine	\$50 per occurrence. If greater than \$50, the cost of repair.
Boxes in Recycling Bins	\$25/\$50/\$100 per subsequent violation
Noise Disturbance Fine	\$100/\$150/\$200 per subsequent violations
General Violations	\$50/\$100/\$150

SNOW REMOVAL FINE SCHEDULE

Residents who fail to make the necessary arrangements or do not have their cars cleaned and relocated are subject to the following fine schedule:

1 st Violation	Written Warning
2nd Violation	\$50.00
3rd Violation	\$100.00
4th Violation	\$150.00

ATTACHMENT A

CHW WATER LOSS LETTER

CHAPEL HILL WEST CONDOMINIUM TRUST
MANAGEMENT OFFICE
1550 WORCESTER ROAD • FRAMINGHAM, MA 01702 • 508-872-5847

Date:

Address: Unit ____
 1550 Worcester Rd
 Framingham, MA 01702

RE: Water Damage

Dear:

Recently, our office was notified that your unit at Chapel Hill West Condominiums may have sustained interior water damage as a result of: _____ on date (approx.) ____/____/____. The purpose of this letter is to help guide you through the process of dealing with your potential loss. The information provided below may seem like a great deal of information to process. Its meaning is to guide and not overwhelm. Your property manager is also available to walk you through the unit mitigation, claim, and restoration work.

The loss will ultimately have three parts. 1) Initial mitigation, 2) Determination of the loss and coverage, and 3) restoring your home to the condition before the loss occurred.

The following is a list of steps you should take right away. These should be done regardless of how the loss occurred. Keep in mind that the Trust's Package Policy does not cover any damage to your personal possessions. Damage to your possessions should be covered under your Homeowner's Insurance Policy.

1. You should immediately notify your Insurance Agent of your loss by calling and making a claim with their Claims Department.
2. Your association has a deductible on the Master Insurance Policy of \$10,000. That means that the first \$10,000 will likely be covered by your policy (HO-6) less your deductible for a covered claim. If you don't have unit insurance of your own, you will be responsible for the full deductible of the association.
3. It is important to take measures to protect your unit and personal property. You can mitigate your damage by acting quickly to remove the water-by-water extraction, cleaning, and dehumidification. It is usually best to hire a professional firm immediately for this work as they typically have the manpower and equipment to effectively deal with these types of issues. It is important to remove any water and dry your unit. Mold may develop if the water is not removed within two or three days of the incident. The condominium's master insurance does not cover property damage as a result of mold. You should check with your insurance agent as you may have limitations concerning mold on your policy.

4. After the mitigation is complete, you may begin obtaining estimates to return your unit to the condition it was in before the loss occurred. If the estimate is less than the \$10,000 association deductible, you can forward that information to your insurance agent.
5. If the amount to restore your unit is greater than the Association deductible, you should forward the information to Chapel Hill West Condominiums at the address listed below, in addition to the insurance adjuster for your homeowner's insurance policy. The information will be submitted to the Trust's Package Policy's Insurance Adjuster to settle the portion of the loss that is greater than the Trust's \$10,000 deductible. Again, the Trust will not be making the repairs inside your unit.
6. If there is a claim against the Trust (remember not all losses are covered by the Trust's Package Insurance Policy), before the Trust settles the claim, you will be asked to sign a standard release form.
7. After signing the release form and returning it to the Chapel Hill West Management Office, the insurance company will send the claim proceeds to CHW. Once the settlement funds are received from the insurance company, they will be forwarded to you. Then you may utilize these funds to have your unit repaired by the contractor of your choosing.
8. Please note that the insurance company does have the right to "hold back" some of the settlement funds until a re-inspection of the damage in your unit by the adjuster proves that it has been repaired. Besides, the insurance company has the right to inspect copies of all damage repair bills before releasing the "hold back" funds.

We recognize that this is a confusing process. It is best to take it one step at a time. Remember to notify your Homeowner's Insurance Company immediately of your loss, and that you are responsible to mitigate your damages. Any costs for the cleaning and drying out of your unit should be included as part of the claim. Finally, please fill out and return the form below to the Management Office at the address listed below within three days of receipt of this letter. Should you have any questions, please do not hesitate to call.

Yours truly,

Randy Poitras

Chapel Hill West Condominium Trust
 1550 Worcester Rd
 Framingham, MA 01702

INSURANCE ACKNOWLEDGEMENT FORM

I acknowledge that I have received a letter from Chapel Hill West Condominiums regarding my responsibilities concerning insurance claims resulting from a water source. I further acknowledge my responsibility for any damage or claims arising out of this incident relating to mold. I will forward a written explanation as to what my repair and maintenance response to this incident will be, as well.

Unit # _____ Unit Owner's Signature _____ Date _____