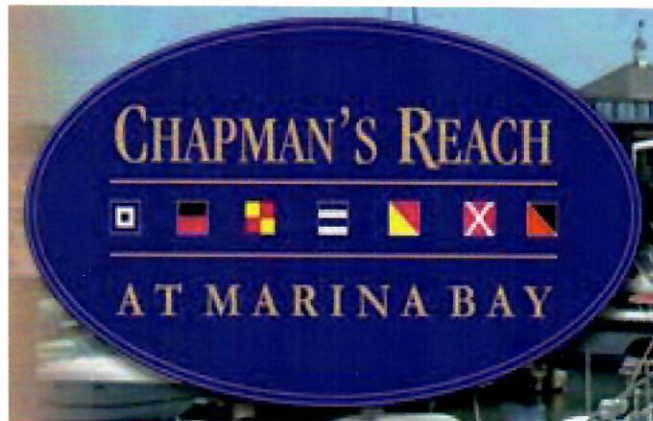


Chapman's Reach Condominium  
Community Handbook



Prepared by:



February 2018

## Key Contacts, Representatives and Addresses (February 2018)

### Board of Trustees (2017-2019)

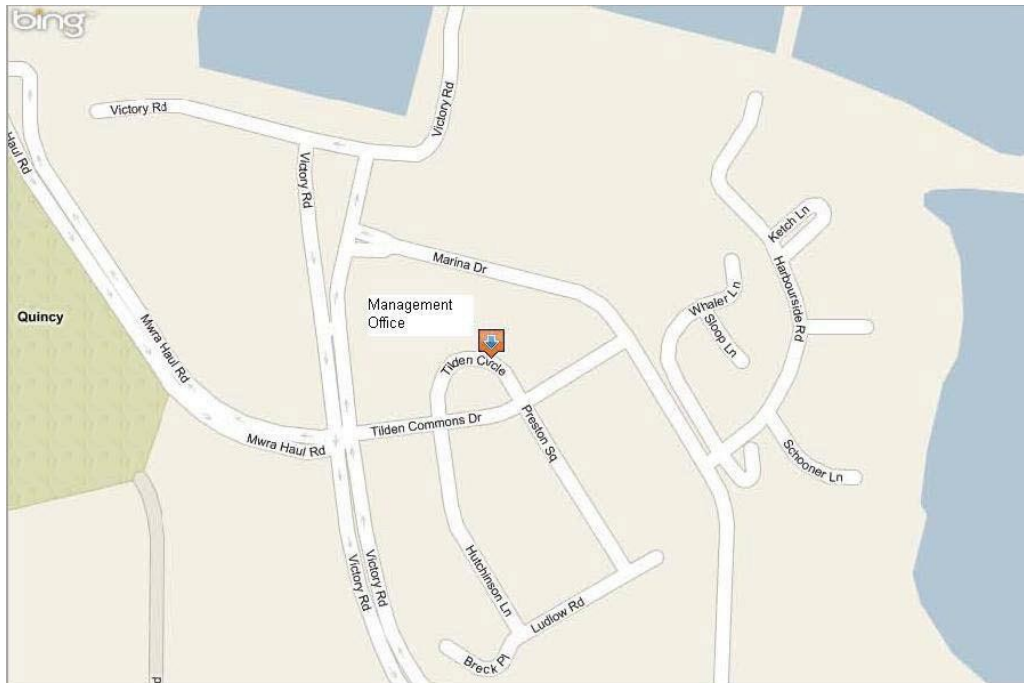
Mr. David Smith 9 Hutchinson Lane	(Single Family)	Term Expires: 2018	(2)
Mr. Tom Burns, (Tom) Secretary 13 Preston Square	(Single Family)	Term Expires: 2018	(2) (1)
Mr. William J. O'Brien, Jr. (Bill) Chairman 15 Tilden Commons Drive	(Multifamily)	Term Expires: 2018	(1)
Mr. Gregory Hall, (Greg) Treasurer 8 Tilden Commons Drive	(Single-Family)	Term Expires: 2019	(1) (2)
Mr. Zachary Torman (Zach) 197 Victory Road	(Multifamily)	Term Expires: 2019	(1)

- (1) Member of the Multifamily Sub-Committee
- (2) Member of the Single Family Sub-Committee

### The Dartmouth Group, Managing Agent

#### *On-Site Management*

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**Community Manager**  
Chapman's Reach Site Management Office  
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On-Site Management Office Location at 38 Tilden Circle  
Office is located at the far right end of the garage building

### *Accounting Questions*

#### **Requests for 6(d) Certificates and Refinance or Re-sale Information**

##### **Community Archives**

Online Service: [www.MyDartmouthSales.com](http://www.MyDartmouthSales.com)

On-Site Office: 617.773.5701

Management Corporate Office: 781.275.3133

#### **Questions Regarding Account Balances**

Telephone: 781.275.HELP (4357)

Email: [ChapmansReach@TheDartmouthGroup.com](mailto:ChapmansReach@TheDartmouthGroup.com)

### *The Dartmouth Group - Corporate Management*

**Mr. Robert McBride, PCAM<sup>®</sup>, Chief Executive Officer**

**Mr. Andrew Hughes, Portfolio Manager**

4 Preston Court, Suite 101

Bedford, MA 01730-2356

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## A Message from the Board of Trustees

Located at Marina Bay in Quincy, MA, Chapman's Reach provides a great lifestyle for sailors and boaters, as well as for those who enjoy the ambience and simple pleasures of seaside living.

The convenience of walking to waterfront dining, shopping and the marina cannot be underestimated, not to mention the close proximity of downtown Boston and Logan Airport, just 6 miles to the north.

With 104 multifamily and 48 free-standing homes, the Chapman's Reach condominium represents the best of two worlds: a magnificent seacoast neighborhood and a major financial and transportation hub just a short distance away.

Condominium living is not just a housing decision, but also a lifestyle choice. The value of our investment in our homes is dependent, in large part, on the investment of all members of the community in their homes and the common property. We live in close proximity to our neighbors; therefore, our actions have significant impact on others. The actions of our neighbors affect our individual quality of life and the value of our property.

In a condominium, the area around your home is not private property; instead, it belongs to everyone in the association "in common." As such it is subject to the rules and restrictions of the association. You have a special obligation to work with the trustees to preserve the quality and value of our community.

There are many conveniences of condominium living, including escape from some of the chores of home ownership such as landscape maintenance, snow removal and certain repairs. In return for these conveniences, we must sacrifice some individual prerogatives and accept some responsibility to the community. It is incumbent upon all of us to do our best to maintain the value of our property, keep the costs of its operation in line, and to show respect for our neighbors.

This handbook is one way to convey our common community values.

## De-Mystifying Condominium Living

The term "condominium" refers to a method of ownership; not the construction of a building or buildings. Chapman's Reach is a perfect example, as it is comprised of a somewhat uncommon combination of homes in free-standing buildings and multi-unit buildings. Ownership of each of these two types of units (referred to as "single family" and "multifamily" at Chapman's Reach) has multiple components: the "unit," the "common areas," and "exclusive use" areas. Understanding these is essential to understanding your rights and responsibilities.

At the simplest level, there are two types of areas: Units and Common Areas. Units are owned by a unit owner. Common areas are owned by ALL unit owners *in common*. The Chapman's Reach Condominium Trust (sometimes referred to as the "association") doesn't own anything. Rather, what is not part of the unit is owned by all unit owners and is managed on their behalf by the elected trustees.

All in all, condominium living can be a bit confusing at times, as owners learn what their rights and responsibilities are. Knowing this is important to being a "good neighbor." This handbook is intended to help you do just that. It contains information about our method of governing and the manner in which we choose to regulate ourselves. Also, it has information about the resources available to members of the

association for maintaining our property. Please take the time to read this handbook and help support a wonderful community.

## **New Resident/Unit Owner Orientation**

Effective with the publishing of this handbook, each new unit owner or tenant is required to attend a New Resident/Unit Owner Orientation program with the community manager. The orientation is approximately forty-five minutes in length and is intended to cover the contents of this handbook. The goal of the orientation program is to create a more informed community, with each new owner having a full understanding of the operation of the community and his or her obligations as a good neighbor and/or owner.

A *Glossary of Terms* is included in the appendix to this handbook to help you understand the often confusing, legal jargon contained in the governing documents. A review of this glossary will help you understand this handbook, as well.

As your elected board, we are here to represent all unit owners and to manage the community in an attentive, fiscally-responsible manner. Our goal is to make Chapman's Reach a fantastic place to live and make each owner proud to call it "home."

Finally, please remember that your involvement in the community is essential. We encourage you to be an active and productive member of the association.

Best wishes,

The Board of Trustees  
Chapman's Reach Condominium Trust

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# Chapman's Reach Condominium Community Handbook

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## Introduction

### Purpose

This handbook has been prepared by The Dartmouth Group and the board of trustees for the benefit of all residents and owners of Chapman's Reach Condominium.

The expressed purpose of this material is to acquaint residents with the condominium concept, the role of all constituents, and the various facilities and procedures which affect your condominium lifestyle.

As condominiums are essentially legal creations, residents are urged to become familiar with the master deed, declaration of trust and bylaws, and rules and regulations of the condominium. To assist residents in understanding these documents, we have briefly summarized certain elements of these materials in the following sections of this handbook. THE INFORMATION IN THIS HANDBOOK IS INTENDED TO PROVIDE AN OVERVIEW OF THE COMMUNITY'S OPERATION AND IN NO WAY SUPERSEDES OR MODIFIES THE GOVERNING DOCUMENTS OF THE ASSOCIATION.

From time to time, various procedures may be changed or amended. Residents will be informed of any such changes and are urged to keep their copy of this handbook updated accordingly.

### How to Use this Handbook

This handbook is organized into two parts. The first addresses the three primary areas of operating a condominium community: community management, facilities management, and financial management. This section explains some of the "why" we do things in an effort to help you better understand the community's operation and your obligations within it.

The second part is a quick reference section which contains a glossary of terms and an appendix which includes the rules and regulations (as of the date of this document), Exhibit B of the master deed "Design Guidelines," and tools to help you more easily decipher the complex legal quagmire that is the governing documents of Chapman's Reach.

If you take the time to read through this handbook in its entirety, you will emerge a better informed resident and owner, more capable of understanding how things work and how you can enjoy your home to the fullest.

### Five Keys to a Happier Existence!

The following items are essential to successful community association living.

1. *Be a good neighbor.* Pay attention to notices, participate in the community's events, and be courteous and thoughtful to your neighbors. Remember, you are not alone! Also, provide your email address to the management office to receive email notices about community activities.

2. *Know your rights and your responsibilities.* Read this handbook. If you have questions, please ask your board or The Dartmouth Group. We are happy to help you understand how things work here at Chapman's Reach.
3. *Pay your fees on time.* Timely receipt of your monthly fees is essential to the smooth operation of the community. Expenses are made daily to keep the lights on, the grass cut, the snow removed, and the property insured. Your condominium fees make this possible.
4. *Maintain your property.* The association is responsible for maintaining the common areas; however, you have an equal responsibility to maintain your home and those areas for which you are responsible. Your attention to peeling paint and leaky plumbing goes a long way to the creation and maintenance of a peaceful and enjoyable community.
5. *Be understanding.* Management of a community is an enormous balancing act. The board must balance and prioritize the many different opinions and expectations of the membership and the competing demands for your dollars. Compromise is an essential part of condominium living. Understanding that will make life at Chapman's Reach a lot more relaxed and enjoyable.

# Chapman's Reach Condominium Community Handbook

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## Community Management and Governance

This section of the handbook outlines the various roles within the community structure and how each party operates.

### Community Management

Community Management is the term used to refer to the administration of the community's affairs. The basis of community management is derived from the governing documents of Chapman's Reach, local, state and federal statutes, and other applicable restrictive covenants, such as the Marina Bay Access Agreement.

The foundation created by these documents is the Chapman's Reach Condominium Trust, often referred to as the "association" or "trust." It is this organization of unit owners, or association, which carries the powers and duties to operate the community. Each unit owner at Chapman's Reach is a member of this trust (a "beneficiary") and plays a vital role in the successful operation of the community.

While the cornerstone of the organization is the unit owner, Chapman's Reach Condominium Trust is a representative democracy, electing a board of trustees to carry out the day-to-day affairs of the association. The board may further delegate certain of its powers to The Dartmouth Group as managing agent. In spite of such delegation, it is the board which retains ultimate authority and responsibility for the management of the community.

### Mission Statement and Management Plan

The mission statement of the association serves as the overarching guide to the management of the community. It sets the "big picture" against which decisions are made. The board of trustees of Chapman's Reach has established for itself and the community the following purpose:

*"To provide residents with a safe, attractive, people-oriented community committed to open and fiscally-responsible governance."*

The community management plan by which the board and management operate, addresses three primary areas: community management, facilities management, and financial management.

The principles of the mission statement established by the board reflect these same concepts.

- A people-oriented community embodying open communication (*community management*)
- A safe and attractive environment for all residents (*facilities management*)
- An emphasis on fiscal responsibility and accountability (*financial management*)

The board seeks to operate Chapman's Reach in a manner that is consistent with these principles.

## Leadership

In order to achieve its mission, the board of trustees of Chapman's Reach has implemented a governance structure designed to establish and communicate community leadership. Participants in this structure include homeowners, committee volunteers, trustees, and management staff. Each has a clearly defined role. This leadership structure provides for:

- Establishing clear goals
- Communicating openly and freely among all constituents
- Building trust among the shareholders
- Creating a culture of effectiveness and accountability

Therefore, to create and maintain a successful community, the board's role is to lead the community in:

### *Creating a plan based upon*

- the requirements of the governing documents
- the established mission of the community, and
- homeowner input and involvement;

### *Communicating progress (and setbacks) via*

- open meetings
- frequent communications through a variety of vehicles, and
- approachable management;

### *Emphasizing*

- transparent governance
- fiduciary responsibility
- inclusionary policies, and
- a true sense of community; and

### *Monitoring progress through*

- timely and accurate financial reporting
- implementation of (user-friendly) processes and policies, and
- accessible and responsive management.

The specific actions implemented to achieve the above are outlined in this handbook.

## Governance: What it Means in a Condominium Community

A community association is an entity which has three defining characteristics.

1. Membership is mandatory
2. The governing documents bind owners and the community together through mutual obligations
3. Mandatory, lien-based, economic charges or assessments are levied on each owner in order to operate and maintain the community

These same characteristics create the basic need for effective and inclusive governance of the community.

Effective community governance is essential to a well-run community. Governance includes the overall structure, process, and philosophy for managing the community. In order for Chapman's Reach to operate effectively, it is essential that all members and residents understand this structure and how they fit into it.

## Governing Documents

One of the greatest challenges at Chapman's Reach is the interpretation and implementation of the governing documents. Due to the nature of the community and its diverse make-up (single family and multifamily components), the documents are a bit more complex than is usually encountered in a typical condominium.

The governance of a condominium in Massachusetts is regulated by Massachusetts General Laws, MGL Chapter 183A. This statute takes precedence over any other document. Beyond the state statute, ownership and membership within Chapman's Reach Condominium is dictated by its "governing documents." These documents include:

- Unit Deed
- Master Deed
- Declaration of Trust
- Bylaws
- Rules and Regulations
- Resolutions (including amendments to the rules and regulations)

In this handbook, and the glossary in the appendix, we hope to simplify things for you. Nonetheless, the governing documents should be read by all residents and owners and must be consulted to obtain detailed requirements for such things as architectural modifications and ownership and maintenance responsibilities. Generally, in the event of a conflict, the hierarchy of these documents is from top to bottom, with the top taking priority. (See the *Glossary of Terms* for more information on these documents.)

## The Role of the Homeowner

As noted above, unit owners have ultimate control over the direction and operation of the community via the election of the board of trustees. As such, homeowners have both the right and the responsibility to be active participants in the community. Homeowners' interests can be represented only if they are made known. Furthermore, remember that Chapman's Reach is run by non-paid volunteers from the community. Your participation is needed!

## ***Annual Meeting***

The most visible opportunity for homeowners to participate in the governance of the community is the annual meeting of unit owners. This meeting takes place on the second Tuesday in June at 6:30 p.m., or such other time and place as the trustees may determine. All unit owners will receive advance, written notice of the meeting.

## ***Trustee Elections***

The primary authority for determining the community's direction rests with homeowners. However, their powers are primarily indirect; delegated to the board via the election process. Because this is the primary method by which a homeowner is able to influence the management of the community, it is essential that the election process be conducted in a completely transparent, open, and inclusive manner.

The primary purpose of the annual meeting is to elect trustees to replace those whose terms are expiring. In order to ensure that all interests are represented and to obtain the necessary quorum of more than 50% of the beneficial interest, please be sure to attend the meeting or provide your proxy as directed in the meeting notice. A complete description of the *Annual Meeting and Election Procedures* can be found within the resident portal once you have set up and logged into your homeowner account through [www.mydartmouthgroup.com](http://www.mydartmouthgroup.com).

## ***The Board of Trustees***

As a representative democracy, Chapman's Reach homeowners delegate all but a few powers to the board of trustees, as their representatives. As a result, the board of trustees assumes a significant fiduciary duty to the community as a whole. A board's fiduciary duty falls into two areas. First, the members are required to avoid conflicts of interest and acting out of self-interest. Second, the board members are required to act in a reasonable and fair manner.

By virtue of its appointment, the board is charged with the ultimate authority of governing the association. The powers and duties of the board are stated in the trust's by-laws, Article V and elsewhere in the documents.

Generally, it is the board's role to set policies, procedures, standards, programs and budgets for the community association. The board may implement its own decisions, or delegate implementation to a manager.

The board of trustees is comprised of five members. Vacancies are filled annually at the annual meeting of unit owners. Among the five members, at least two must be Multifamily Unit Owners and at least two must be Single Family Unit Owners, as such terms are defined in the governing documents. A unit owner is the person whose name appears on the deed of the unit. In the event that the unit is not owned by an individual, the unit owner is an appropriately authorized director, member, partner, trustee or officer of the entity which owns the unit. The fifth position on the board may be filled by anyone receiving the requisite votes and need not be a unit owner. Trustees shall each serve a term of two years and until their successor has been elected or appointed and qualified.

## ***Officers***

At a meeting of the trustees following the annual meeting, the trustees shall appoint a chairperson, treasurer, and secretary.

Chairperson – The chairperson is the chief executive of the board and represents the board before the membership. The chair is responsible for setting meeting agendas and presiding over board meetings. Documents, however, are executed by a majority of the board.

Secretary – The secretary has responsibility for ensuring that the board and annual meeting agendas are distributed and for preparing and retaining the minutes of meetings. The secretary is also the official keeper of the association's records (although this is usually delegated to the manager). Board resolutions are maintained in an online database which, while prepared by management, is a responsibility of the secretary.

Treasurer – The treasurer is the chief financial officer of the trust. He or she is responsible for ensuring that a timely and appropriate budget is prepared, monthly and annual financial statements are prepared and distributed to the required parties, and to generally oversee the financial affairs of the trust. Many of the treasurer's responsibilities will be carried out via the managing agent; however, it is the treasurer's responsibility to see that these functions are done.

## Meetings

Monthly meetings of the Board of Trustees are used to conduct the business of the trust. These meetings are presided over by the trust chairperson, with support and advice of the managing agent and the community manager.

The trustees currently meet on the last Tuesday of each month at 6:30 p.m. The date of the monthly meeting can be changed by the Trustees with notice to unit owners. The meetings are open to all unit owners; however, homeowner participation is controlled by the chair in order to provide for an orderly meeting. Generally, homeowners are permitted to ask questions during the meeting, time permitting. A closed executive session of the board is conducted prior to or after the open session to address personnel matters, delinquencies, legal matters, and contract negotiations, as applicable. Please check the website for current meeting dates and times.

## Minutes

Minutes are posted on the Website once they are approved (usually at the following board meeting).

## Committees

Committees fall into three categories:

1. Mandatory (committees required by the governing documents)
2. Standing (ongoing committees, generally re-established annually by the board)
3. Ad hoc (temporary committees with a charter to complete a specific task/project)

Committees may be established pursuant to the governing documents (mandatory committees) or by board resolution to address the ongoing needs of the community (standing committees) or one-off issues (ad hoc committees).

The role of a committee is to:

- Assist the board in meeting its responsibilities
- Broaden community input into decisions
- Serve as a source of future board members

### ***Mandatory Committees: Single Family and Multifamily Sub-Committees (SFSC and MFSC)***

Mandatory committees are established by the governing documents and are created with a specific purpose (charter) and composition stated in the documents.

Article III of the declaration of trust establishes two mandatory committees: The Single Family Sub-Committee (SFSC) and the Multifamily Sub-Committee (MFSC).

While their roles vary slightly, both committees are created to *“govern various issues relating solely to the single family units or the multifamily units in accordance with the rules and regulations established by the trustees from time to time.”*

Section 3.2 of the declaration of trust dictates the composition of each committee: *“The SFSC shall consist of three (3) of the five (5) trustees then in office, two of which shall be single family unit owners and one of which shall be a multifamily unit owner. Similarly, the MFSC shall also consist of three (3) of the five trustees then in office, two of which shall be multifamily unit owners and one of which shall be a single family unit owner.”*

The SFSC is further empowered to:

1. Resolve disputes between single family owners regarding the use of the maintenance easement areas (MD, 4.3(D)(4)(b)(i)).
2. Determine the maintenance, repair, and replacement needs of the single family driveways and parking areas and the landscaping and walkways in front of the single family units pursuant to the MD, 6.3(A)(2)(a).
3. Review and act upon requests for major modifications, pursuant to Section 6.3 of the master deed. This applies also to the MFSC.
4. Act pursuant to Exhibit B of the master deed – *“Design Guidelines,”* in the review and approval of requests for the expansion, modification and renovation of single family units and designated use areas.

### ***Current Standing and Ad Hoc Committees***

Unlike mandatory committees, these committees are established by, and serve at the pleasure of, the board. While the board may delegate certain authority to a committee, the committee’s role is advisory in nature with the board retaining ultimate decision-making authority.

#### ***Committee Formation***

The need for a committee is determined by the board of trustees. Once the need is determined, the board adopts a resolution creating the committee and establishing its charter. The committee chair is appointed by the board of trustees. The committee chair and the board then appoint the membership of the committee, with an eye towards creating a balance of single family and multifamily members on each committee. All committees shall automatically expire after the conclusion of the annual meeting and shall be subject to re-establishment by the new board.



All unit owners are encouraged to become involved in an area of particular interest.

### ***Committee Meetings and Reports***

Committees shall meet as often as the committee determines. Periodically, the committee shall provide the board with written updates. In addition, the committee chair or representative may request (and is encouraged) to present the committee report at board meetings.

### **The Dartmouth Group – Managing Agent**

The Dartmouth Group has been engaged by the board of trustees of Chapman's Reach as the managing agent for the association. The Dartmouth Group's role is to advise the board and implement its decisions; administer the services, programs, and operations of Chapman's Reach within the policies and guidelines established by the board and the governing documents; and fulfill the terms of the management agreement. As advisor, the managing agent should provide relevant information, training, and leadership.

From a practical perspective, the managing agent is responsible for coordinating and delivering all management services to the community. This requires that the managing agent has a clear understanding of the goals and objectives of the board and the community. Furthermore, routines must be established to develop standard operating procedures for the community and for management's interaction with the board and homeowners.

### ***Community Manager***

The community manager is responsible for the day-to-day administration of the community, facilities, and financial management activities of Chapman's Reach within the guidelines and policies established by the board. The community manager serves as the first line of contact between the board, the residents, and the management company. The community manager is NOT a maintenance person; rather, he/she will plan and manage all aspects of the management of Chapman's Reach, *including* maintenance. Actual maintenance work will be performed by outside vendors in the most cost-effective manner possible, balancing appropriate levels of service (response) and cost.

The manager's role at a board meeting is twofold: The manager serves both as support staff and as professional advisor.

As support, it is the manager's duty to see that all meetings are properly organized and well-prepared and board members have all necessary information in advance of the meeting. As advisor, the manager must provide the board with guidance and share industry best practices so the board may make intelligent and well-informed decisions.

Any questions, issues, or requests from homeowners should be addressed to the community manager in the on-site office at 617.773.5701. Standard procedures are for all calls, letters, emails, or other requests to be responded to within 24 hours, excluding weekends and holidays. (See "*Homeowner Requests*," below.)

## Portfolio Manager

The portfolio manager is the supervising manager from The Dartmouth Group. The portfolio manager works with the community manager and the board to create and manage appropriate policies and procedures for the smooth operation of the community. The portfolio manager takes a lead role in any major projects that are undertaken.

## Client Services and Corporate Support

The community manager and the portfolio manager are supported by senior management, client services, and accounting staff from The Dartmouth Group's corporate headquarters in Bedford, Massachusetts. Client services representatives provide administrative assistance to the management team, and homeowners when the community manager is unavailable. If you are unable to reach the community manager and have a matter requiring urgent attention, please call the client services center at 781.275.HELP (4357).

## Homeowner Requests

All homeowner requests should be directed to the community manager. There are several methods to submit requests.

### Online

Requests can be made and tracked online via The Dartmouth Group's request management system on a 24/7 basis *once you have activated your "SenEarthCo" account*. The process is easy; just follow these simple steps:

- 1) Login to your account by following the link from The Dartmouth Group's corporate Website: [www.MyDartmouthGroup.com](http://www.MyDartmouthGroup.com). ("Click here to login to your personal account")
- 2) Enter your sign-in information as you have set it up.
- 3) Click on the "Maintenance" Tab at the top of the page. Note: you can use this for any request – it doesn't need to be maintenance!
- 4) Click on "Create New Request."
- 5) Select the type of request you are making. If you inadvertently select an item which is not the association's responsibility, the system will notify you of this.
- 6) Enter your request and your best contact information for this request.
- 7) Click on "Create Request" and you are done.

Once your request has been submitted, if you have entered a valid email address you will be notified as the status of your request changes. The goal is to keep everyone informed and up-to-date on all requests and follow-up activity.

## Telephone

Call the on-site office at 617.773.5701. When the office is unattended, you may leave a message. If you are calling about an emergency, instructions will direct you. If the matter is life threatening, call 911 FIRST!

## Email

Send your request to [ChapmansReach@TheDartmouthGroup.com](mailto:ChapmansReach@TheDartmouthGroup.com).

## Letter

Written requests can be mailed to: Chapman's Reach Condominium Trust  
38 Tilden Circle Drive  
N. Quincy, MA 02171

...or dropped in the mail slot in the door.

## Sales and Refinance Information

### Requesting a 6(d) Certificate or Lender Questionnaire

The Dartmouth Group uses a third-party online service to process requests for 6(d) certificates, lender questionnaires, and other information. You or your buyer's lender, broker, or attorney can go online and make a request. To order information, go to: [www.MyDartmouthSales.com](http://www.MyDartmouthSales.com). Please begin this process as soon as you know that you will be refinancing, or as soon as a sales agreement has been reached, to avoid any delays.

Remember, lots of information, including condominium documents, rules and regulations, general community information, financial information, and this handbook can be obtained directly from the association Website, when you sign up at [www.mydartmouthgroup.com](http://www.mydartmouthgroup.com).

## General Information

### What documents are needed for my sale or refinance?

Generally, for sales & refinances you will need a 6(d) certificate, lender questionnaire, governing documents, and an insurance certificate. However, all financial institutions are not the same and some will require different information.

### What is a 6(d) Certificate?

A 6(d) certificate is a "Certificate of No Unpaid Common Expenses" issued pursuant to section 6(d) of the Massachusetts condominium statute. It certifies that there are no outstanding fees owed on the unit in question. While a certificate can be issued showing outstanding balances, most lenders require a "clean" 6(d) certificate showing no unpaid balance. In order for a "clean" 6(d) certificate to be issued, any fees due the association must be paid up through the month in which you are closing your transaction. Therefore, it is best to be sure that all fees are paid PRIOR to requesting a 6(d) certificate. Issuing multiple certificates will result in additional charges.

*Why do any outstanding fees due have to be paid by bank check, money order, bank check or credit card?*

Often there is not enough time for a personal check to clear prior to a 6(d) certificate being issued. For this reason, we require all final payments to be in the form of guaranteed funds.

*How do I pay my condo fees and supplemental fee balances in order to get a 6(d) certificate?*

You can mail a money order or bank check, payable to Chapman's Reach Condominium Trust, c/o The Dartmouth Group, 4 Preston Court, Suite 101, Bedford, MA 01730-2356. (Note: Use this address only for payments being made to obtain a 6(d) certificate.)

Alternatively, you can pay online by credit card, or a one-time "e-check" transaction. To do this, go to [www.cabanc.com](http://www.cabanc.com), and follow the instructions on the right side of the home page. You will need to have your coupon book (*for the account number*) and credit card or checking account information to complete this process. Use of the e-check feature is free; however, there is a convenience fee for credit card payments which will vary depending on the amount of your payment. The fee is clearly marked on the processing page.

*What if I pay my fees via ACH (Direct Debit)?*

If you are closing before the 15th of the month you must pay your condo fee via one of the methods listed in the "Where do I mail condo fees" section above. If you are closing after the 15th of the month you will not need to pay by an alternate method as the direct debit will have been processed prior to your closing.

If you make your condo fee payment using the ACH direct debit service and you are selling your unit, please notify The Dartmouth Group in writing that you need to cancel the direct debit order. To cancel the order The Dartmouth Group must receive the request by the 25th of the month prior to the scheduled payment. You may email this request to: [AccountsReceivable@TheDartmouthGroup.com](mailto:AccountsReceivable@TheDartmouthGroup.com), or you may mail it to the address listed in "Where do I mail condo fees" section above.

*Whom do I call if I need insurance documents? (e.g. master policy, insurance binder, etc.)*

Insurance information may be obtained from the insurance agency Indicated on the bank questionnaire and provided under the "Insurance" section, below. They provide a certificate of insurance that is personalized with the unit owner's name and the appropriate bank information.

## Insurance

### General

Insurance coverage for Chapman's Reach is dictated by the insurance coverage provisions within the condominium documents. Insurance provisions can be found in the declaration of trust, Section 5.4.

In general, the association is responsible for insuring the following:

- All multifamily structures, units, and insurable improvements, excluding any furniture, furnishings, or other personal property, against fire and casualty losses
- All common elements, including all service machinery, apparatus, equipment, and installations in the common elements (including any for which the multifamily unit owners are responsible to maintain), and excluding any portions of the condominium reserved for the exclusive use by any single-family unit owner

Single family unit owners are responsible for insuring their unit and any portion of the condominium reserved for their exclusive use.

**Please remember that each unit owner should procure their own individual Personal Liability coverage. While the association insures the common areas, it does not insure for accidents or incidents within units or in exclusive use areas.**

### Flood Insurance

While not mandated by the documents, the association maintains a "Difference in Conditions" policy which provides flood coverage to the community. Please note that flood coverage is not provided for the single family homes.

Questions regarding flood insurance should be referred to Chapman's Reach's insurance agent. (See below.)

### Unit Improvements

Each multifamily unit owner shall have the duty to promptly report to the trustees (via the managing agent) any improvement made to the unit so the association may obtain any additional coverage, if necessary. The unit owner shall pay any increase in premium resulting from the improvement. In the event of a loss, if the cost to repair the damage exceeds the insurance proceeds available due to the failure of a unit owner (including a prior unit owner) to report such improvements, such costs shall be borne exclusively by the unit owner. If you are unable to prove to the insurance company, upon a loss, that your unit has been upgraded, the unit owner will only recover funds to build to the original specification. You must maintain your record of improvements and confirmation by the association that you have notified them of the improvements.

## **Unit Owner Insurance Requirements**

Each single family unit owner must obtain and maintain full replacement cost fire and casualty insurance coverage on his or her unit and those portions of the condominium common elements reserved for his or her exclusive use. Such policies must also cover all insurable improvements of the unit and all service machinery, apparatus, equipment, and installation in the common elements which exclusively serve the unit.

Each year, all single family unit owners must provide the trustees (via the managing agent) evidence of this insurance, naming Chapman's Reach Condominium Trust and The Dartmouth Group, Inc., as managing agent, as additionally insured. It is your responsibility to provide proof of insurance to the association. When you receive your annual renewal, please provide the on-site office with a copy of your policy or a Certificate of Insurance, or request that your agent do so.

All unit owners may obtain additional insurance policies, (i.e. an HO-6, Homeowners Policy for multifamily units) and copies of all such policies (other than policies exclusively covering personal property) shall be filed with the trustees.

To submit the above evidence of insurance, you may hand-deliver, mail, fax, or email the certificate to the on-site office.

## **Deductibles**

At the time of printing of this handbook the association currently maintains a deductible of \$10,000 for property losses.

### **IMPORTANT!**

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 reduce this exposure, unit owners should maintain a lower deductible on their individual unit (HO-6) policies and carry Dwelling Coverage "A" limits in at least the amount of the master policy deductible. Single family unit owners should maintain part "A" coverage sufficient to replace the entire insurable single family unit. We recommend that all unit owners consult with their own insurance agent to make sure that proper coverage is maintained. (See "Insurance Claims" below.)

In addition, all owners should consider obtaining "Loss Assessment Coverage" on their individual policies. Loss Assessment Coverage is applicable when the association assesses unit owners for their respective share of any assessment required to make up for any shortfall in an insured loss. Again, please consult your individual insurance professional to determine the applicability of this coverage to you.

## **Certificates of Insurance**

Requests from homeowners for certificates of insurance (typically required for a sale or refinance of the unit) must be made directly from the insurance agent(s) providing coverage. This is necessary so that all pertinent information regarding the lender and its interests may be appropriately cited in the certificate. Contact information is provided below.

### ***Insurance Carrier and Agent***

#### **Chapman's Reach Condominium Package Policy**

Insurance Carrier: CAU (Community Association Underwriters)  
Insurance Agent: HUB International New England, LLC  
299 Ballardvale Street  
Wilmington, MA 01887

For Certificates of Insurance, call or fax: 800.370.0642 Telephone  
978.988.0038 Fax

#### **Chapman's Reach Difference in Conditions Policy**

Insurance Carrier: Landmark American Insurance Company  
Insurance Agent: HUB International New England, LLC  
299 Ballardvale Street  
Wilmington, MA 01887

For Certificates of Insurance, call or fax: 800.370.0642 Telephone  
978.988.0038 Fax

To obtain a quote or information on an individual insurance policy from the association's master policy agent, please HUB International: 1.978.657.5100.

### ***Insurance Claims – Property Damage***

*The following applies to multifamily units only.* (Any damage within a single family unit, or common elements to which a single family unit owner has exclusive use, should be reported to the single family unit owner's insurance agent.)

If a multifamily unit owner sustains property damage to his or her unit in amounts less than the condominium association's deductible, the unit owner shall be solely responsible for the cost to repair the damage and the unit owner should notify his or her insurance agent. Chapman's Reach will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim with the master insurance agent or carrier.

The process below applies to property damage *in excess of* the association's master policy.

#### ***Identifying and Initiating Master Policy Claims (Multifamily)***

If you incur damage to your unit, carefully inspect the damage to assess the approximate cost of the damage and notify your own insurance agent or carrier. As noted above, the unit owner is responsible for his or her pro rata share of the condominium master policy deductible for items covered by the master policy.

Any damage to furniture, furnishings, or personal property, is the unit owner's responsibility; no coverage will be afforded by Chapman's Reach's insurance policy.

### ***Reporting and Settling a Claim (Multifamily)***

If the damage is, or is likely to be, in excess of the current deductible, you must report the damage to The Dartmouth Group within 72 hours. Failure to report claims promptly may result in the claim being denied by the insurance company. Chapman's Reach will not be responsible for any claims that are denied by the carrier because of a failure to report the damage in a prompt fashion.

The Dartmouth Group will notify Chapman's Reach's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of any residents; the managing agent will attempt to secure approval for these repairs from the insurance company.

The Dartmouth Group will instruct the unit owner to secure bids to repair the damage. These bids are to be submitted to The Dartmouth Group with a cover sheet itemizing the costs of all proposed repairs. This sheet must be signed by the unit owner. If the damage is less than the master policy deductible, the unit owner need not submit anything further and should deal with his or her own insurance company.

During the bidding and damage assessment process, the unit owner must work closely with The Dartmouth Group and the master policy insurance adjuster in order that the scope of work is agreed upon by all parties prior to commencement of any 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 The Dartmouth Group.

In the event that there is a dispute, the final approval of settlement costs remains with the insurance company.

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 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 company forwards this amount to the trust, then Chapman's Reach shall pass the benefit of this early payment on to the unit owner. Chapman's Reach will never release funds to the unit owner prior to the signing of a release by the unit owner or receipt of funds by Chapman's Reach Condominium.

Final payment will be made when:

- The insurance adjuster has had the opportunity to inspect and approve all repair work.
- Chapman's Reach has received the final payment from the insurance carrier.
- The unit owner has signed a release.

Neither Chapman's Reach nor The Dartmouth Group shall have any obligation or responsibility to perform or cause to be performed repairs within an individual unit.

### ***Reporting a Personal Injury (Liability) Claim (All Units)***

An incident resulting in personal injury should be reported immediately to The Dartmouth Group.



## Rules and Regulations

Restrictions on the use of units and the behavior of unit owners come from three primary sources: the master deed, the declaration of trust (and bylaws), and the rules and regulations. In addition, the board may pass resolutions from time to time which amend the rules and regulations.

The rules and regulations of Chapman's Reach are intended to support an enjoyable lifestyle for all of its residents. Compliance with these restrictions by all community members is essential to community harmony and to maintain consistency for all residents.

Because of the importance of compliance, the board is empowered to enforce these restrictions and, if necessary, levy fines on the offending unit owner. It is the board's hope that each unit owner thoroughly reviews all of the necessary documents, and thoughtfully complies with all community restrictions, policies, and procedures.

*A copy of the current rules and regulations as of the date of this document can be found in the appendix to this handbook. The most current edition is always available online.* Additional restrictions on use of units can be found in Section 6.1 of the master deed.

The following are a few of the issues addressed in the rules and regulations of Chapman's Reach.

## Common Areas (Common Elements)

The common areas of Chapman's Reach, even if limited to the exclusive use of certain residents, is not individual private property, and may not be altered without permission. The approval process, and approving party, varies depending on the type of change. (Note: Single family unit owners may make certain changes to exclusive use easement areas which are not visible from common land or neighbor.) Please review the documents or contact the community manager with any questions you have.

Chapman's Reach spends hundreds of thousands of dollars annually to maintain the grounds of the community. Please treat all grounds with respect and care. If you drop something, pick it up. If your pet drops something, pick it up. Keep bikes and toys and sports and games off the common grass. If you notice a problem with some aspect of the grounds, please report it immediately to the management office.

## Plants and Planters

Outside planters, hanging plants and window boxes are permitted, *with restrictions*. Please see the rules and regulations for details.

## Unit Maintenance

Each unit owner is responsible for the care and maintenance of their unit and certain areas to which the unit has direct access and exclusive use. Single family unit owners are reminded that they are responsible for the exterior of their unit and must maintain all paint and trim at all times.

## Nameplates

Unit owners may place their names on exterior entrance doors using approved brass nameplates.

## Garages

Nothing may be done or kept in the garages or storage areas related to the multifamily units which may cause an increase in the rate of insurance without the prior written consent of the trustees.

## Noise or Disturbances

Remember the Golden Rule: Do unto others... Living in a condominium means making some accommodation for the well-being of all. Primary to that is the need for everyone to be aware of the noise that they make and the potential impact that may have on neighbors.

Unit owners are reminded, at all times, to keep noise, odors, behavior or activity to a type and level which is non-offensive to the other members of the Chapman's Reach community. Particular care must be taken between the hours of 10:00 p.m. and 8:00 a.m., during which all noise levels must be kept to a minimum.

## Holiday Decorations

While we wish you a happy and festive holiday season, please note that certain restrictions exist on the type and timing of decorations. Specifically, nothing may be hung or displayed on the outside of windows or placed on the outside walls or doors of a building other than temporary and seasonal greetings, welcome signs and reasonable seasonal ornamentation.

For the winter holiday season, seasonal ornamentation shall be limited to a door wreath, a spotlight for the wreath and white, non-blinking lights only. Lights are not permitted on common area plantings; however, exterior planters may be incorporated into the holiday decorations.

All such decorations are permitted from the Friday after Thanksgiving Day until January 15<sup>th</sup>.

## Pets

Any Unit Owner may keep one dog or one cat in the unit (unless at the time the Unit Owner acquires the unit and had one of each or two of one, in which case both pets may be retained) subject to the restriction in Exhibit D of the master deed, and the rules and regulations.

No other animals or reptiles may be raised, bred or kept in any unit or common areas, except with the prior written approval of the trustees.

All pets must be registered with the trust. A pet registration form is available online or from the management office. The city of Quincy also requires that ALL dogs are licensed annually.

Please be courteous and pick up after your pet!

## Parking

No vehicles belonging to a resident or unit owner may be parked overnight (10:00 p.m. to 7:00 a.m.) in the exterior common parking areas or in the driveways of the property unless the garage parking space(s) appurtenant to such resident or owner's unit are already in use to park vehicles belonging to the resident or unit owner.

No trucks in excess of ¾ ton capacity or commercial vehicle, camper, mobile home, motor home, house trailer, or trailer of any other description, recreational vehicle, boat or boat trailer or horse trailer is to be parked or stored in any unit, driveway or parking space other than in an enclosed garage with the garage door closed. Motorcycles and mopeds are permitted. Contractors may park vehicles in designated parking areas during work hours.

All vehicles parked anywhere on the common parking areas of the property shall be registered with the on-site office. A motor vehicle registration form is available online and from the management office.

*Please see the rules and regulations for further Parking rules. Note that Parking violations may result in fines being assessed and/or your vehicle being towed.*

## Renting Units

No unit at Chapman's Reach may be rented except for periods of six (6) months or more. The trustees, in their discretion, may waive this restriction by board vote. All prospective renters must be approved in writing by the trustees. All utility services (other than telephone or optional television or internet services) must remain in the name of the unit owner.

*If you intend to rent your unit, please notify the management office to obtain the necessary forms and to have your request presented to the board for approval. To avoid any delays in approval, it is recommended that you submit your request at least thirty days prior to the proposed date of occupancy.*

## Awnings, Screens, etc.

Except as the board of trustees may otherwise approve in writing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any unit, or any part of a unit, nor shall any addition or change or replacement of any exterior light fixture, door knocker or other exterior hardware be made. Further, no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit (or on the interior of any window surface) without the permission of the board.

## Hard Flooring

Any hard flooring unit must be covered at least 70% with a two-layer cover consisting of a carpet or rug and a sound-abating pad. Please see the rules and regulations for further flooring rules.

## Violations

The rules and regulations of Chapman's Reach are intended to protect the interests of all homeowners and residents. While it is the desire of the board to have all unit owners comply voluntarily with all requirements of the governing documents and rules and regulations, the board shall take any and all actions required to bring any unit into compliance and reserves the right to assess fines and take such further actions as may be required.

# Chapman's Reach Condominium Community Handbook

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## Facilities Management

In a condominium environment, facilities management is the process of operating, maintaining, repairing, and replacing common property. At Chapman's Reach, it also means the management of the single family units via compliance with the documents and annual inspection report.

This section is intended to help you understand your maintenance responsibilities and those of the association, and how each is managed.

## Ownership v. Maintenance v. Insurance

One challenge for every member of the community is how to quickly and easily determine the maintenance and repair responsibility for various components. The following tips will help you in this effort; however, please bear in mind:

- "Ownership" does not necessarily mean "maintenance responsibility."
- "Maintenance responsibility" does not necessarily mean "insurance responsibility."
- What you see is not always what you get.
- When in doubt – check the documents (including your unit deed), or ask for help!

### *Tips to Navigating the Documents to Determine Responsibility*

Step 1: Generally, "ownership" issues can be found in your unit deed, and in the master deed, Article IV. Start here to first see if the item in question is part of your unit, your exclusive use area, or common area. Read Section 4.3(C) of the master deed carefully! This will provide a wealth of information regarding what "belongs" to whom.

Step 2: If you are still unclear as to whether an item is "common area," refer to Article V of the master deed, "*Description of the Common Elements.*"

Step 3: Once you know "where" the item is, look to master deed Section 6.3 to determine who is responsible for maintaining the item. Note that responsibilities vary for the single family and multifamily units. Be sure you are referring to the correct section.

Step 4: Finally, once you have determined that you are responsible for the maintenance, repair or replacement of an item, be sure to check the master deed Section 6.3 to determine what permissions, if any, are required from the trust to affect the desired repair, alteration or replacement.

### *Ownership and Exclusive Use*

To determine what you, as a unit owner, own, refer first to your unit deed. Ownership of a unit at Chapman's Reach is described in Article IV of the master deed and in Exhibit "C" thereto (a modified copy of which is included in the appendix) and entitles a unit owner to the following:

- Your unit, as defined in the unit and master deed. The master deed sets forth the “boundaries” of your unit. This is critical to understanding, in part, maintenance and insurance responsibilities. You own your unit “fee simple.”
- The exclusive use of some portion of the common elements. For a single family unit, this is primarily a defined land area around the unit and all improvements within that area, such as fences, patios and porches and plantings. For a multifamily unit owner, exclusive use may include a garage, crawl space, basement or attic storage, or patio, deck or porch.
- The exclusive right to use heating and ventilating equipment, electric meters, telephone lines, and other equipment located outside of the unit but exclusively serving the unit.
- A beneficial (or “percentage”) interest in the common areas.

### ***Maintenance Responsibilities***

The following is intended to highlight some of the most obvious items for which a unit owner may or may not be responsible. Again, it is imperative that you check the governing documents to be sure of how these items are handled for your unit. Unless otherwise indicated, “responsible” means responsible for the maintenance, repair and replacement of the described component. *Insurance responsibilities may be different. See the Maintenance and Insurance Responsibility Chart on page 32.*

### ***Multifamily Units – Owner Responsibility to Maintain, Repair and Replace***

*Multifamily unit owners* are responsible for the maintenance, repair and replacement of:

- The unit, as defined in the deed
- All exterior doors and door frames
- Door hardware (including doorbells and door knockers)
- All windows and window frames (*except for painting of exterior windows, doors, and other surfaces*)
- Interior portions of the attached and detached garages
- Heating, ventilating, and air conditioning equipment
- Chimney flues
- Dryer vents and other ventilation equipment
- Appliances
- Electric, gas and water meters
- Light bulbs for exterior lighting (*but not the exterior light fixture*)
- Laundry facilities
- Smoke detectors and related items
- Telephone, cable television, and similar wires and conduits and all other devices or equipment that are within the unit or extend from the unit and exclusively serve the unit

### ***Multifamily Units – Association Responsibility to Maintain, Repair and Replace***

*The association* is responsible for the maintenance, repair and replacement of:

- Decks, patios, and porches (*except for cleaning and snow removal*)
- Exterior portions of the attached and detached garages (including siding, painting, doors and structural components)
- Exterior portions of the multifamily building unless included in owner responsibilities, above
- Exterior light fixtures (*but not the bulbs*)
- Pads on which air conditioning and related equipment sit (outside)

### ***Single Family Units – Owner Responsibility to Maintain, Repair and Replace***

Single family unit owners are responsible for the maintenance, repair and replacement of:

- The unit, as defined in the deed
- Exterior siding, roofs, garages
- All exterior doors and door frames
- Door hardware (including doorbells and door knockers)
- All windows and window frames
- Patios, decks, and porches
- Fences that separate the front yard from the side yard
- Fences, landscaping and other improvements that are within the unit's Exclusive Use Easement Area (EUEA)
- Fences, landscaping and other improvements that are in an abutter's Maintenance Use Easement Area (MUEA), if the abutter's MUEA is adjacent to the unit owner's EUEA (See appendix A-3)
- Landscaping and any walkways other than those in front of the house
- Heating, ventilating, and air conditioning equipment
- Pads on which HVAC equipment sits
- Chimney flues
- Dryer vents and other ventilation equipment
- Appliances
- Electric, gas and water meters
- Light bulbs and fixtures for exterior lighting
- Laundry facilities
- Smoke detectors and related items
- Telephone, cable television, and similar wires and conduits and all other devices or equipment that are within the unit or extend from the unit and exclusively serve the unit

### ***Single Family Units – Association Responsibility to Maintain, Repair and Replace***

The association is responsible for the maintenance, repair and replacement of:

- Driveway and other parking areas (including snow removal)
- Walkways in front of each house (including snow removal)

### ***Understanding Single Family Unit Lots***

Each single family unit has an area around it which is called a "Designated Use Area" (DUA). The DUA, like all land at Chapman's Reach, is common area, yet it is reserved for specific, exclusive use. The DUA is broken down in to two areas:

- The Exclusive Use Easement Area (EUEA), and
- The Maintenance Use Easement Area/ a.k.a. Maintenance Easement Area (MUEA/MEA).

The MEA generally includes a smaller strip of land on the opposite side of the house from the EUEA, running along the side of the house from the front exterior surface of the house to the end of the house in the rear. From a visual standpoint, this land usually appears to be part of the neighbor's side yard. There is no visual separation.

The MEA exists to provide an area in which a unit owner may work in order to maintain his or her home. From a practical standpoint, this area is part of the neighbor's yard and is maintained by the neighbor.

## **Fences**

Maintenance and replacement of fences are the responsibility of the unit owner whose yard i.e. Exclusive Use Area is enclosed by the fence. In certain instances, such as where mail kiosks are built into fences the association will take responsibility to maintain and if necessary replace these fence sections (at the expense of the vendor if applicable).

Also, in cases where the fence does not actually enclose any Exclusive Use Area, a site-inspection determination must be made. If you believe either of these situations applies to you, please contact your Community Manager for clarification.

### Fence Designs and Materials

As you undertake the repair or replacement of your fence, please keep in mind that each fence must essentially remain the same as it is currently designed. The Design Guidelines in the Master Deed refer to an "Exhibit A" which offers guidance for fence designs. Unfortunately, Exhibit A does not seem to exist. Therefore, the following will assist you in making fence repairs or changes. Please note that if you are replacing your fence within the following guidelines, no further approvals are required. If you are seeking to change the design of your fence or make some other changes not addressed here, you are required to obtain the approval of the Single Family Sub-Committee of the Board of Trustees PRIOR to commencing any work. Please contact the onsite office to initiate the approval process.

- A. Fence designs may not be changed without specific, written approval of the Single Family Sub-Committee, except that privacy fences which are double-sided shingles may be replaced with tongue and grooved board and vice-versa. (Both designs currently exist on the site.) This has been allowed due to the fact that the shingled fences are significantly more expensive to maintain and/or replace than the alternative.
- B. Suitable fence materials include wood and composite "wood" materials such as Azek. Thin-walled extruded vinyl fencing is not permitted as it has been deemed unsuitable for the conditions present at Chapman's Reach. It is recommended that wood be cedar or pressure treated materials.
- C. Fence heights are not to exceed 6'-6". Current fence heights in excess of this height shall be grandfathered.
- D. New or replacement sections of wood fence should be stained (not painted) to improve coating longevity. Composite fence materials should be painted.
- E. Our fences are not designed to function as retaining walls. It is strongly recommended that any fence which currently serves as a retaining wall (that is, which has earth or plantings which are held in place by any part of the fence) be redesigned such that the retaining wall is a separate structure from the fence. (For example, a suitable retaining wall should be constructed with the

necessary drainage to support the earth. Then a replacement fence may be built on the non-retaining side of the wall.) The purpose of this is to avoid fence rot and movement associated with the earth that is being retained.

### Fence Hardware

Check with the Management office for the best sources for Replacement parts and fence hardware.

### *Walkways*

Common walkways and walkways to the front entrance of single family homes are the maintenance and repair responsibility of the association (including snow removal).

### *Multifamily Attic and Basement Storage*

Garages, basements, crawl spaces, and attic storage areas are specifically designated as common elements. While a unit may be granted an exclusive right to use one or more of these areas, they remain common property. Note: Pursuant to the master deed Section 6.3(C)(1)(b) no modification or alteration is permitted to any multifamily patio, porch, deck or any other exclusive use area, other than to the paving material of a patio. Repairs to these areas are the responsibility of the association.

### **Annual Inspections**

Article VI, Section 6.3(A)(2)(c) of the master deed and Section 5.6 of the declaration of trust require the association to engage annually a maintenance inspector to inspect and report on the condition of the common elements and the exterior of all units. A copy of this report is provided to all unit owners within 14 days of receipt and approval by the board of trustees.

The trustees are required to have completed any recommended maintenance for common area items within 12 months of receiving the report.

Each single-family unit owner shall complete the recommended maintenance items for their unit, and those items for which they have maintenance and repair responsibility, within 12 months of receipt of the report. In the event of the failure of any single-family owner to perform the required repairs within the designated timeframe, the trust shall perform the necessary repairs, and charge the cost of repairs to the unit owner. The trust reserves the right to assess an additional service charge on work it is required to perform due to a unit owner's failure to do so in a timely manner. All such charges shall constitute a lien against the unit.



Chapman's Reach Maintenance and Insurance Responsibilities

Component	Maintenance Responsibility	Property Insurance Responsibility (Excludes Liability)
<b><u>Multifamily:</u></b>		
The Unit, as defined	Unit Owner	Assoc. (ex. Contents and liability)
Sub-flooring, lowermost floor	Association	Association
Ceiling (excl. framing unless w/i unit)	Unit Owner	Association
Walls (excl. framing unless w/i unit)	Unit Owner	Association
Walls, if concrete	Association	Association
Doors	Unit Owner	Association
Exterior Doors – Paint	Association	Association
Doors	Unit Owner	Association
Windows	Unit Owner	Association
Screens	Unit Owner	Association
Foundations	Association	Not insurable
Front Walkways	Association	Association
Steps	Association	Association
Decks, patios, porches	Association (Ex. cleaning/snow)	Association
Door hardware	Unit Owner	Association
Door frames (Paint by Association)	Unit Owner	Association
Garages - Exterior	Association	Association
Garages – Interior	Unit Owner	Association
Garage - Doors	Association	Association
Storage	Association	Association
Basement	Association	Association
Crawl space	Association	Association
Attic storage	Association	Association
Exterior storage	Association	Association
Exterior lighting serving unit	Unit Owner	Association
<b><u>Single Family:</u></b>		
The Unit, as defined	Unit Owner	Unit Owner
Floor, slab, crawl space, basement	Unit Owner	Unit Owner
Roof and shingles	Unit Owner	Unit Owner
Exterior siding or other surface	Unit Owner	Unit Owner
Doors	Unit Owner	Unit Owner
Windows	Unit Owner	Unit Owner
Screens	Unit Owner	Unit Owner
Chimneys	Unit Owner	Unit Owner
Foundations	Unit Owner	Unit Owner
Walkways in front of house	Association	Association/UO
Steps	Unit Owner	Unit Owner
Decks, patios, porches	Unit Owner	Unit Owner
Driveway	Association	Association/UO
Exterior lighting serving unit	Unit Owner	Unit Owner
Exclusive Use Easement Area and adjacent Maintenance Easement Area	Unit Owner	Unit Owner
Fences	Unit Owner	Unit Owner

UO = Unit Owner, EU = Exclusive Use

## Unit and Exclusive Use Repairs, Modifications and Alternations

All unit owners are required to maintain their units and the exclusive use areas for which they have maintenance responsibility, in good condition at all times. In addition, at times, owners may wish to make alterations or replacements to their units. Certain work requires prior approval or, in some instances, simply notifying the management office and providing adequate certificates of insurance.

The work that you are considering will fall into one of four categories:

- 1) Work that is not permitted under the governing documents.
- 2) Work that is considered routine maintenance or decorating.
- 3) Work that constitutes a Minor Alteration, as defined in the governing documents.
- 4) Work that constitutes a Major Alteration, as defined in the governing documents.

### Work That is Not Permitted

In general, work that is not permitted at any time includes:

- 1) Changes or alterations to a multifamily unit's patio, porch, deck or any other exclusive use area, other than the changing of paving material on patios, which shall be considered a Major Alteration.
- 2) Any work in common areas, without the prior written approval of the board of trustees.
- 3) Any work that poses a threat to the structural integrity of the buildings or safety of residents or which is otherwise considered dangerous.

### Routine Maintenance and Decorating

Routine maintenance is considered to be an item which is NOT a) otherwise defined as a Minor or Major Alteration, b) not permitted within the documents, or c) does not require obtaining any municipal permits and does not affect the common areas in any way. Any repair or project undertaken to return the exterior of a unit to its original condition using the same materials (and color) is considered a routine repair and does not require any approvals. However, because contractors will access the property via common grounds, a certificate of insurance naming Chapman's Reach c/o The Dartmouth Group as certificate holder is required from the contractor and should be delivered to the community manager before work commences.

Examples of Routine Maintenance include:

- 1) Interior painting, wallpapering, molding or trim work, floor refinishing, etc.
- 2) Exterior building or fence or garage painting of single family units in the same color as previously painted. (Note: a change in color of any exterior paint is defined in the documents as an Exterior Modification and constitutes a Major Alteration.)
- 3) Appliance repairs.
- 4) Minor plumbing and electrical work (defined as work not affecting any common systems or requiring any permits).
- 5) Single family gardening and maintenance to Exclusive Use Easement Areas (excluding the garden areas in front of the house which are maintained by the association) which do not constitute a Minor or Major Alteration.
- 6) Single family exterior roof, chimney, siding, deck and window repairs which do not meet the threshold of a Minor or Major Alteration and do not change, alter or modify materials or appearance in any way.

- 7) Kitchen and bath upgrades which do not require a permit and do not meet the threshold of a Minor or Major Alteration.
- 8) Storm door replacement or addition with board-approved materials (*see below*).

Because the association is responsible for insuring multifamily units for casualty loss, and all common areas for liability, any tradesman doing any work in a unit must provide the association with a certificate of liability insurance with minimum coverage of \$1 million. All certificates should name the unit owner, the association, and The Dartmouth Group as additional insured's, and be submitted to the onsite office prior to the commencement of any work.

### **Minor Alteration of Units**

Unit owners may make minor alterations to units with the prior consent of the trustees. A minor alteration is defined as:

- The change of use and designation of any room or space in a unit
- The modification, removal or installation of interior non-bearing, non-structural walls lying wholly within the unit
- Any modification to a single family unit's Exclusive Use Easement Area (EUEA) which is not visible from any land constituting a common area or from an adjacent unit<sup>1</sup>

The following is a summary of the conditions which apply to any request for a minor modification.

- All minor modifications shall be at the sole expense and responsibility of the unit owner
- All work must be in a good and workmanlike manner
- All work must be completed pursuant to all applicable zoning, codes and permits
- All work must be completed in accordance with plans and specification which have been submitted to the trustees and approved in advance of any work being started
- If plans fail to be approved or disapproved within 60 days of the date the plans were submitted, the plans shall be deemed to have been approved
- The unit owner performing the repairs shall be responsible for any damage to other units or common areas
- Adequate insurance, as required by the trustees, must be carried and evidence of coverage provided.

### **Major Alterations**

Any single family unit owner may make major alterations only with the written consent of the Single Family Sub-Committee (SFSC). Any multifamily unit owner may make major alteration only with the written consent of the Multifamily Sub-Committee (MFSC). Consent shall be based on compliance with the standards and procedures as outlined in the master deed.

The following constitute a major alteration:

- Any structural alteration to a unit
- Any alteration to the paving material of a patio of a multifamily unit (no other alterations to a multifamily unit's patio, porch, deck or any other exclusive use area is permitted)
- **Any modification to a single family unit's exclusive use easement area which is visible from any common area or from an adjacent unit**

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<sup>1</sup> An adjacent unit is any unit whose Designated Use Area shares a common boundary with the Designated Use Area of the unit owner making the modification.

- Any expansion of the boundaries of a single-family unit within the exclusive use easement area shall constitute a major alteration.
- Any “Exterior Modification” (a change to the architectural integrity of a single-family unit or other major component of the exterior of a unit which is visible from any land constituting a common element or an adjacent unit), such as:
  - Paint color
  - Siding or any other exterior material
  - Window fenestration
  - The style or design of exterior doors
  - The style or design of the exterior lighting fixtures
  - The construction of or substantial modification to a deck, patio or porch
  - The addition of lawn ornaments or permanent decorative devices

The following are examples of changes that do not constitute an Exterior Modification and, therefore, do not constitute a Major Alteration:

- Any change, addition, structure or landscaping not visible from any common area or an adjacent unit
- Replacement of exterior lighting, doors and windows with those of comparable style
- The addition of small non-permanent decorations on doors and windows such as holiday wreaths, seasonal greetings, and welcome signs

These items are considered to be Routine Maintenance or Decorations and are subject to the requirements identified above.

### ***Major Alterations – Procedures***

Because major alterations are deemed to be a significant and highly visible alteration, the approval process is more detailed and subject to greater review. Review Article VI, Section 6.3(C)(2) for detailed approval requirements. The following is a summary of the procedures and requirements for Major Alterations.

- Plans and specification must be submitted to the appropriate Sub-Committee (SC) for approval prior to any work commencing on the proposed alteration
- Plan submittals must include:
  - Grading plans
  - Floor plans
  - Front, side and rear elevations
  - Detailed specifications
  - Certification from a registered architect or engineer
  - (The above may be waived by the relevant Sub-Committee)
- The MFSC or SFSC may accept or reject the proposed alteration based upon compliance with the Design Guidelines (see appendix).
- If the proposed alteration is visible from any adjacent unit, the SC shall take into consideration the comments of adjacent unit owners
- If the SC rejects the proposed alternation, it shall notify the unit owner and provide the specific reasons (citing the design guidelines) for the rejection
- All approved work shall be completed within 1 year
- All expenses relating to the review process and any filing of amendments to the master deed shall be the responsibility of the unit owner
- Any increase in the cost of common expenses shall be the responsibility of the unit owner

Minor and Major Alteration Request forms can be obtained from the management office, or requests may be made online.

## Snow Removal

A professional snow removal contractor is hired to perform snow removal. The contractor is responsible for plowing all roadways and parking areas, as well as shoveling walkways. As per the master deed of Chapman's Reach, all unit owners are responsible for the removal of snow on decks, patios, and porches. Pursuant to policy established by the board of trustees, the association's contractor shall clear and maintain two means of egress for each unit. Please note that for units which have attached garages, the driveway shall be deemed to be one means of egress. Further, the contractor shall maintain a stair-width path to the door and shall not clear all snow on adjacent patio or porch areas.

In preparation for winter, the contractor will place stakes around the property to demarcate the roadway and edges of driveways. While every snowstorm is different, the general removal procedure is as follows:

Sand or ice melt will be applied to roadways as snow begins to accumulate and periodically throughout the storm depending on conditions. Often, ice melt will be applied prior to a storm in an effort to minimize accumulation or early, slippery conditions.

Plowing will commence at approximately 2 inches of accumulation; however, plowing may start earlier if icing occurs and it is deemed in the best interest of safety. The time at which a crew arrives on-site is determined by the forecast, the nature of the storm, the day of the week, etc.

While it would be convenient to all to have a strict start and end time for snow removal, actual conditions will dictate the exact timing. As always, Mother Nature is the boss.

Shoveling usually starts about an hour to an hour and a half after snow starts falling, however, this will also depend on the time of day (i.e. snow starting at 2 a.m.) The objective is to keep walkways clear, without "chasing snowflakes" and incurring unnecessary expense. In heavy snowstorms, when shoveling is much slower, you may experience some delay in the clearing of snow. Please be patient.

Throughout a storm, there will usually be one or two trucks patrolling the property to keep roadways clear.

Due to the extremely tight nature of the Chapman's Reach property, snow must be hauled off the property on a regular basis. While the snow is often removed when the storm ends, it will sometimes be necessary to delay the hauling of snow after very large storms until a day later in order to provide time for the crew to rest. (Sometimes crews are running more than 24 hours straight.)

Anyone who has experienced a New England winter knows that conditions can be very difficult. The Dartmouth Group will work very closely with the contractor, and the community, to provide a safe environment. We thank you for your understanding!

### **IMPORTANT!**

If you observe damage to any common area or personal property as a result of snow plowing, shoveling, or related work, please contact the on-site management office immediately to report this damage. Failing a prompt reporting of any damage, the association cannot be assured of recovering damages from the appropriate contractor or party.

## Landscaping

A professional landscape contractor is hired to perform landscape maintenance at Chapman's Reach. The maintenance program includes a comprehensive spring clean-up, edging of all planted beds, and the application of new mulch. Spring fertilization will apply a balanced, slow-release fertilizer, pre-emergent crabgrass and foxtail controls, surface insect control, broadleaf control, and grub control, as needed.

In late spring, a second fertilization will occur, applying balanced, slow-release fertilizer, surface insect control, and broadleaf and summer annual weed controls.

The summer maintenance program will include the removal of papers and debris prior to mowing; mowing and trimming of all lawn areas; grass trimming around trees, foundations, rocks, etc.; hand-weeding of all beds and; cleaning of sidewalks and roadways (from grass clippings).

Summer fertilization will again include balanced, slow-release fertilizer; surface insect control, and broadleaf and summer annual weed controls.

In the fall, a fall clean-up will include the removal of all fallen leaves and the blowing off of all ground-level decks and terraces. Annuals will be removed from beds once they have passed.

Fall fertilization will include a heavy-rate balanced fertilizer and a lime application.

Please note that flower plantings, and all services, are subject to change at the direction of the board of trustees.

## Tree and Shrub Care

A professional tree and shrub maintenance company is engaged to provide year-round maintenance of all trees and shrubs at Chapman's Reach. This comprehensive program includes tree fertilization and pesticide applications; routine monitoring of plant health; several pruning of trees and shrubs; and special care for any diseased or damage trees.

## Spraying and Fertilization

The policy of Chapman's Reach is to provide a minimum of 48 hours email notice regarding any spraying or fertilization activities on the property. Notice is provided via email to those who have provided a current email addresses to The Dartmouth Group. Notice cannot be provided to those who have not provided a current email address.

## Irrigation and Water Conservation

There are "two" irrigation systems at Chapman's Reach. One belongs to the association and provides water to all common areas. The other belongs to the individual single family unit owners and provides irrigation to the Exclusive Use Easement Areas of the homes (excluding the front yard which is on the association's system).

An outside vendor is responsible for opening the association's system in mid to late April, and shutting it down in the fall, and to perform repairs, as required. Individual single family unit owners may contract with the association's vendor to maintain their systems, or they may choose to have someone else do it.

The irrigation system is maintained by a third-party and managed by the community manager. The system is adjusted regularly to modify watering schedules based on weather. It is the association's desire to limit watering to the minimum amount necessary to maintain healthy plant and turf conditions.

If you observe any broken sprinkler heads or if the system appears to be acting erratically, please notify the office immediately.

## Painting

Painting, too, falls into two categories: association responsibility and single family unit owner responsibility. The association is responsible for any building or common component. All single family homes and fences that enclose the respective Exclusive Use Easement Area or other improvements lying on a single family unit owner's Exclusive Use Easement Area (and the adjacent Maintenance Use Area) is the single family unit owner's responsibility.

The association has developed a painting fund (funded from the Building Envelope budget), to provide for a cycle of painting all multifamily buildings and detached garages. The determination of buildings to be painted is made as part of the annual maintenance inspection.

Please be reminded that any single family unit owner who intends to paint the exterior of their home or garage or fence in any color other than the existing color, must submit a Request for Major Alteration to the management office. Re-painting in existing colors is permitted without approval; however, certificates of insurance must be obtained and submitted to the management office. (See "Routine Maintenance and Decorating," above.)

## Chimney Flue and Dryer Vent Safety

All chimney flues and dryer vents are the responsibility of the owner of the unit which they serve. Owners are responsible for cleaning these and general safe keeping. Please inspect your flue regularly and arrange for an annual cleaning of your dryer vent. As with other routine maintenance items, certificates of insurance must be obtained and submitted to the management office prior to the start of work.

## Work Order Requests

Chapman's Reach is responsible for the repair and upkeep of the common areas. This is generally accomplished by third-party providers.

All operations, including the performance of maintenance activities, are continually monitored to determine the best balance of cost and services.

All requests for services should be made via your online account or directly to the community manager at the on-site office. Contact information is provided in the front of this handbook.

## Contracting Procedures

By board policy, any expenditure for products or services which, in aggregate, exceeds \$2,500 is put out to bid. Once bids are obtained, they are presented to the board for selection and award. All contracts over \$2,500 are signed by the board of trustees.

The goal of the contracting process is to obtain the best value possible for goods or services acquired. As such, the board is not required to select the low bidder.

## Keys

For the protection of everyone, neither The Dartmouth Group nor Chapman's Reach will accept keys to an individual unit.

## Cold Weather Precautions

All units should maintain a minimum temperature in the unit of 55 degrees at all times.

## Trash Removal

Trash removal is provided by the City of Quincy at no additional cost to the residents of Chapman's Reach. All trash must be placed in covered barrels and left outside garage doors by 7:00 a.m. on Tuesdays. Please note that trash pick-up days will automatically move to Wednesday following a Monday holiday.

**No bags are permitted to be placed outside of a container. Please do not place trash outside unit after 7pm the night before and be sure to remove empty containers promptly.**

If you need to dispose of electronics or hazardous waste, you will find helpful information from the City of Quincy DPW at their website at <http://www.quincyma.gov/government/pwd/>.



## Fire Alarms

Each multifamily building has an independent fire alarm and sprinkler system. The fire alarm is triggered when the sprinkler system is activated. Each fire alarm system is monitored 24/7 with an immediate dispatch from the Quincy Fire Department to Chapman's Reach. Residents must evacuate the building immediately in the event of a fire alarm. The fire alarm system in each building is tested annually by the vendor under contract with Chapman's Reach.

All multifamily and single family homes have independent smoke detectors. Smoke detectors are electric with battery back up in the event of a power outage, Residents are responsible for changing batteries in their respective smoke detectors and CO2 monitors. The recommendation is to replace batteries semi-annually (when clocks are adjusted for daylight savings).

## Grills

All homeowners are reminded that the City of Quincy and the governing documents of Chapman's Reach prohibit the storage and use of charcoal, propane gas, and electric grills/tanks above the first floor. Multifamily unit owners may temporarily use grills in street level common areas immediately adjacent to their unit provided, however, that such location does not disturb fellow residents and that the grill is immediately returned to a proper, personal storage area once it has cooled to a safe temperature. Single family unit owners may only grill within their Exclusive Use Easement Area. All grills must be kept a minimum of ten feet away from any structure or automobile.

## Approved Storm Door and Screen Door

Doors must be Board Approved all black trim with full length glass.

The "Phantom" screen (in white only) is approved for balcony/patio use.

## Capital Reserve Study

A capital reserve study is an evaluation of the capital components. The study has two parts: 1) Information about the physical condition and repair/replacement cost of the property components (physical analysis), and 2) the evaluation and analysis of the association's reserve income and expenditures (financial analysis).

## Chapman's Reach Condominium Community Handbook

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### Financial Management

Strong financial management is essential to the long-term success of a community. The components of a sound financial management plan include:

- Implementation of a comprehensive budgeting process
- Financial controls with appropriate separation of responsibilities
- Regular reporting of the association's financial condition in formats which sufficiently identify distinct funds and budgets
- Regular review of financial reports by the treasurer and/or finance committee
- Fiscally-responsible planning that does not defer contributions to the future
- Maintenance of reasonable operating reserves to absorb fluctuations in cash flows, unanticipated operating expenses, and equipment or services deemed necessary or beneficial to the operation of the community
- A well-funded capital reserve fund based upon a comprehensive, professional analysis of the community's capital components
- Adoption of an investment policy to set parameters for the investment of the trust's funds
- Control of all assessment collection activities

### Philosophy

The board of trustees of Chapman's Reach is intensely focused on transparency and accountability with regard to financial matters. The board has created a structure to do just that. Efforts are focused on a few key areas:

- Creating a philosophy and a process for accounting for common and building envelope expenses
- Insisting on receiving the full value of goods and services purchased
- Creating a culture of accountability regarding expenditures and vendor performance
- Openly sharing all financial information with unit owners

As part of the audit process (financial and management), expenses were reviewed to determine how they should be allocated between the Common Expense budget and the Building Envelope budget, as established by Chapman's Reach governing documents. Most expenses fell clearly into one budget or the other. When expenses needed to be allocated, all involved relied on the philosophy implicit in the chart on the top of page 45.

While specific accounts may vary from year-to-year, these budgets are constructed as follows:

## Building Envelope Charges

Building envelope expenses are those expenses required to service and maintain the multifamily units exclusively. Examples of these are:

- Multifamily building insurance (single family unit owners insure their own homes)
- Multifamily building maintenance and repairs
- Multifamily building painting
- Extermination contract
- Fire alarm maintenance and repairs
- Reserves for replacement of multifamily buildings
- Reserves for replacement of multifamily painting

Fees for these items are assessed only to the owners of multifamily units.

## Common Area Charges

Common area expenses are those items which are not specifically for either single or multifamily units. For example:

- Landscaping
- Snow removal
- General site repairs
- Administrative expenses
- Community manager expenses (based on the job description)
- Management fees
- Water for irrigation
- Reserves for replacement of common area components
- Marina Bay Access Corporation expenses

Fees assessed to pay for these items are charged to all unit owners.

## MB Access

As part of the creation of Chapman's Reach Condominium, several agreements were established between the trust and Marina Bay Access Corporation. MB Access is the organization that maintains certain sidewalks, roadways, lighting, trees, etc. within Marina Bay. By contract, Chapman's Reach pays its share of these expenses to MB Access via monthly payments.

## Budget Process

Beginning in the summer of the preceding year, the board draws upon community and management input, the capital reserve study, painting schedules, landscaping requirements, vendor performance, checklists and recent operational experience to create a written plan for the coming fiscal year. Based on the plan, proposals are sought from multiple vendors to satisfy the plan's major objectives. With proposals and other financial data in hand, the budgeting process accelerates early in the fall of each year and culminates in November with finalized budgets and fees for the next fiscal year. The new fees are typically announced to the community on or before December 1st in accordance with the governing documents.

## Paying Fees/Collections/Late Charges

Prompt payment of all common area and building envelope charges is critical to the smooth operation of the association. For your convenience, The Dartmouth Group is able to offer homeowners five ways to pay condominium fees. Is this accurate?

1. **Automated Clearing House Debit (ACH)** – You can have all your monthly fees paid automatically from your checking account. Your bank account will be debited automatically, each and every month, for the amount of your condo fee, supplement, and/or budget amendment. Also, any changes to your fees will take place automatically. In order to sign up, simply complete an “Authorization Agreement for Automated Clearing House Debit” and return it to us along with a voided check. Note: Once you are signed up for this option, there is no need to re-enroll in the future.
2. **Coupon Book** – Owners who do not elect the ACH method of payment, receive a coupon book in the mail. The coupon should accompany your mailed payments. Your payment will be processed by the bank’s lockbox system. Payments for each month are due by the first of that month.
3. **Online Banking** – You may use your bank’s online or electronic banking service to pay your monthly condominium fees. If you choose this method, it is important that you instruct your bank to use the account number located at the top of your coupon and to send the payment to the address provided by management.
4. **E-Check** – This payment method is a *debit to your checking account* initiated by you. In order to utilize this payment method, you will need to have your checking account information and your coupon book. There is no fee associated with this service. If you would like to pay via E-Check through the secure banking site of Mutual of Omaha Bank, where you can create your account and set up recurring payments, please go to <https://cabpayments.mutualofomahabank.com>
5. **Credit Card** This payment method allows you to pay your monthly fee using a credit card (Visa, MasterCard, AMEX, or Discover). You will need to have your credit card and your coupon book available to complete this process. There is a fee for this service. The fee is clearly marked on the processing page. If you would like to pay via Credit Card through the secure banking site of Mutual of Omaha Bank where you can create your account and set up recurring payments, please go to <https://cabpayments.mutualofomahabank.com>.

**\*\*WE ARE UNABLE TO ACCEPT PAYMENTS OVER THE PHONE\*\***

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If you have any questions, please call The Dartmouth Group’s Accounts Receivable Department at 781-275-3133 or email [AskAR@thedartmouthgroup.com](mailto:AskAR@thedartmouthgroup.com).

## City of Quincy Community Information

The City of Quincy Website [www.quincyma.gov](http://www.quincyma.gov) provides a tremendous amount of information regarding the community, business, government and links to online resources.

# Chapman's Reach Condominium Community Handbook

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## Glossary of Terms

### *Ad Hoc Committee*

A committee which is established to perform a specific function with a beginning and end (such as a Rules Committee established to review the rules and make recommended changes to the board.)

### *Annual Inspection*

The master deed requires the board to engage a Maintenance Inspector annually to conduct an inspection of the common elements and the exterior of all units, and to report the specific maintenance items that he or she recommends be completed within the following 12 months, and the anticipated maintenance needs for the next 36 months. Each single family unit owner shall complete the recommended maintenance items for their unit within 12 months from the date of receipt of such report.

### *Annual Meeting of Unit Owners*

This is the annual membership meeting of the owners of Chapman's Reach Condominium. It is held at 7:00 p.m. on the second Tuesday of June each year, or at such other time as the trustees may determine.

### *Beneficial Interest*

The beneficial interest is the percentage interest that each unit owner holds in the common elements. This percentage is used for voting purposes and to establish amounts owed for common area charges. Beneficial interest for all units can be found in the appendix to this handbook in "Exhibit C."

### *Board of Trustees*

The board of trustees is comprised of five trustees. At any time, at least two of the trustees must be single family unit owners and two must be multifamily unit owners. The fifth seat need not be held by a unit owner. The term of office of the trustees shall be for two years and until their successors have been elected or appointed and qualified.

### *Building Envelope Factor*

This is the relative interest that a multifamily unit owner has, compared to all interests of multifamily unit owners. This is used to determine a multifamily unit owner's percentage of the Building Envelope expenses.

### *Building Envelope Charges*

Expenses which are solely attributable to the multifamily units (such as exterior building repairs and the cost of property insurance on the multifamily buildings) are charged to, and paid by, multifamily unit owners only. These items are delineated in the Building Envelope budget and are assessed based upon each unit's Building Envelope Factor.

### ***Bylaws***

Bylaws are formally adopted governing regulations for the administration and management of a community association. Chapman's Reach bylaws are a section of the declaration of trust and set forth the operational requirements of the trust, including trustee duties, expenses, budgets, insurance, voting, maintenance and repairs (also addressed in the master deed), reports to unit owners, etc.

### ***Capital Reserve Study***

This is a study to assess the future replacement costs and timing of common area capital components, such as roofs, siding, roadways, walkways, etc. The study generally is updated every 3-5 years. Note: single family homes are not included here, as their replacement is the responsibility of the single-family unit owner.

### ***Client Services Representative (CSR)***

These are the in-house customer service representatives at The Dartmouth Group's corporate offices. The CSR is responsible for assisting unit owners and the management team in the delivery of services to the community. The CSR functions as a back-up to the on-site community manager for homeowner inquiries.

### ***Committee***

An advisory group established by the board of trustees to assist with a specific area of the board's responsibilities.

### ***Common Areas***

Basically, this is every part of the condominium property which is not included in the unit.

### ***Community Manager***

This is the on-site position at Chapman's Reach. The community manager is responsible for the day-to-day community, facilities, and financial operations of Chapman's Reach. In performing this function, the community manager will advise the board and implement its decisions and administer the services, programs, and operations of the property within the policies and guidelines established by the board and the governing documents.

### ***Community Archives***

This is the Website that The Dartmouth Group and Chapman's Reach use to provide 24/7 access to sale and refinance forms and information. This site is available to owners, brokers, lenders, attorneys, or any other party involved with a sale or refinance. Requests for 6(d) certificates and lender questionnaires are processed here. Go to: [www.MyDartmouthSales.com](http://www.MyDartmouthSales.com).

### ***Declarant***

This is a fancy word for the developer.

### ***Declaration of Trust***

The declaration of trust establishes the entity, or trust, by which the unit owners are legally interrelated, and provides for the administration of the ownership entity. The declaration of trust outlines the manner in which the condominium association is operated and addresses issues such as trustee elections, trust beneficiaries (unit owners), rights of third parties, and rules and regulations.

### ***Designated Use Areas***

Each single family home has a box around it which is defined as a Designated Use Area. This is NOT the same as an Exclusive Use Area. The Designated Use Area has two components: an Exclusive Use Easement Area and a Maintenance Easement Area. (*See below*)

### ***Design Guidelines***

These are guidelines set forth in the master deed Exhibit B which provide the detailed requirements for the expansion, modification and renovation of single family units and designated use areas.

### ***Exclusive Use Areas***

These are parts of the common areas which have been designated in the master deed for the exclusive use of a particular unit owner.

### ***Exclusive Use Easement Area***

The Exclusive Use Easement Area of a single family unit's Designated Use Area is the area around a single family home which has been designated for the sole use of the unit owner. The unit owner may make certain improvements in the area (subject to approval) and is responsible for maintaining that area and any improvement in it (i.e. grass, plantings, fences, etc.)

### ***Exterior Modification***

A particular Major Alteration which applies to single family units, cited in the master deed Section 6.3 (C)(1)(d). Examples of Exterior Modifications are changes to: paint color; siding or any other exterior material; window fenestration; the style or design of the exterior lighting fixtures; the construction of or substantial modification to a deck, patio or porch; the addition of lawn ornaments or permanent decorative devices.

### ***Flood Insurance Policy***

The Association maintains a Difference in Conditions policy that covers the Multi-family buildings.

### ***Governing Documents***

The group of documents which together provide for the creation, administration, and governance of Chapman's Reach Condominium. These documents include: the unit deed, master deed, declaration of trust, bylaws, rules and regulations, and approved resolutions.

### ***Homeowner's Insurance (HO-6)***

This is the policy which is typically obtained by an individual homeowner in a condominium and insures the personal property, homeowner improvements, and liability exposure of the unit owner.

### ***Maintenance Easement Area***

This area is an area which the unit owner may use to maintain his or her house (i.e. construct staging to paint the home). Other than the unit owner's right to use the area for maintenance, the Maintenance Easement Area within a unit owner's Designated Use Area is actually the responsibility of the adjacent unit owner to maintain. From a practical standpoint, the Maintenance Use Area is typically a strip of land along the garage side of a single-family home which is in the adjacent home's "yard." It is not generally identifiable by looking at it; rather, the plot plan must be consulted to identify its exact location.

### ***Major Alteration***

A Major Alteration is a defined term in Section 6.3 of the master deed. The term refers to certain, more significant, alternations to a unit which a unit owner may make with the prior approval of the Single Family or Multifamily Sub-Committee. (See page 21 of the master deed.)

### ***Management Plan***

This handbook forms the basis of an overall management plan for the Chapman's Reach community. In addition to this handbook, the plan includes a detailed calendar of events and activities, capital reserve study, a book of resolutions, and other operational documents for board and management use.

### ***Managing Agent***

The Dartmouth Group has been selected by the board of trustees to serve as the managing agent for Chapman's Reach. In this capacity, The Dartmouth Group represents the board in third-party dealings, and is responsible for carrying out the day-to-day duties required to manage the community; all in a manner consistent with the documents and board policy and direction.

### ***Mandatory Committee***

This is a committee which is required by the governing documents.

### ***Marina Bay Access/MB Access***

MB Access is the organization that maintains certain sidewalks, roadways, lighting, trees, etc. within Marina Bay. By contract, Chapman's Reach pays its share of these expenses to MB Access via monthly payments. Chapman's Reach's allocation is based upon the total number of bedrooms at Chapman's Reach compared to the total number of bedrooms, plus square footage of commercial units, of all MB Access constituents.



### ***Master Deed***

The master deed is the legal document submitting the property to condominium status and providing for the administration of the condominium property. This is where boundaries are defined and maintenance obligations described. It is the master deed which establishes the “bundle of rights” associated with the title ownership of your unit.

### ***Master Insurance Policy***

The insurance policy or policies maintained by the trust insuring the common areas as specified in the declaration of trust. Property coverage includes the multifamily buildings and the common areas, excluding those common elements for which a single family unit owner has exclusive use. Liability coverage is for the association and does not provide coverage for any incident within a unit or an area for which a single family unit owner has exclusive use. Single family owners are required to maintain their own insurance coverage.

### ***Minor Alteration***

A Minor Alteration is a defined term in Section 6.3 of the master deed. The term refers to certain, lesser, alternations to a unit which a unit owner may make with the prior approval of the board of trustees. (See page 19 of the master deed.)

### ***Multifamily Sub-Committee (MFSC)***

A mandatory committee established by the declaration of trust, the MFSC is a three member committee comprised of two of the multifamily trustees and one single family trustee. The committee is responsible for certain issues relating solely to the multifamily units, most frequently, modification related issues.

### ***Multifamily Unit Owner***

An owner of one of the 104 units contained in one of the 12 multifamily residential buildings at Chapman’s Reach.

### ***New Owner Orientation***

Effective with the publication of this handbook, all new unit owners and residents shall be required to attend a one-on-one meeting with the community manager of Chapman’s Reach. The purpose of this meeting is to provide an introduction and orientation to the community, the governing documents, and standard protocols. The desired outcome of these meetings is a more informed community.

### ***Painting Fund***

A painting fund has been established as a reserve for periodic painting of the multifamily buildings. The fund is a part of the Building Envelope budget.

### ***Percentage Interest in Common Elements***

This is the same as “Beneficial Interest.”

### ***Portfolio Manager***

This is the supervisory manager at The Dartmouth Group to whom the community manager reports.

### ***Resolution***

A board resolution is a motion that follows a set format and is formally adopted by the board of trustees. Resolutions may enact rules and regulations or formalize other types of board decisions. Resolutions are used to clarify or expand on the other governing documents. Resolutions cannot be used to change the master deed or the declaration of trust or bylaws, and must be consistent with state statutes.

### ***Rules and Regulations***

A part of the governing documents of the association, the rules and regulations establish guidelines for the behavior of all community residents. Rules and regulations may be amended from time to time by a vote of the trustees.

### ***SenEarthCo***

Short for "Sensible Earth Communities;" this is the Web-based management system used by The Dartmouth Group. The purpose of the system is to provide an easy-to-use platform to access community and unit information and to provide an electronic storage system for all community documents. Open your account at [www.mydartmouthgroup.com](http://www.mydartmouthgroup.com)

### ***Single Family Sub-Committee (SFSC)***

A mandatory committee established by the declaration of trust, the SFSC is a three member committee comprised of two of the single family trustees and one multifamily trustee. The committee is responsible for certain issues relating solely to the single-family units, most frequently, architectural and modification related issues.

### ***Single Family Unit Owner***

An owner of one of the 48 free-standing homes at Chapman's Reach.

### ***Snow Fund***

The board has established a Snow Fund to be used to absorb the annual fluctuation in snow removal expenditures. The fund was created with an initial contribution of \$100,000. Each year, the budgeted snow removal amount is contributed to the snow fund while actual expenses are deducted from it. This provides for more consistent reporting in the overall financial statements. The board will review the status of the fund on a regular basis.

### ***Standing Committee***

A committee which, once established, is intended to exist on an annual basis, subject to the board of trustees' approval.

### ***TDG***

This is an abbreviation for "The Dartmouth Group."

### ***The Dartmouth Group's Website***

This is the corporate Website of The Dartmouth Group. It is located at: [www.TheDartmouthGroup.com](http://www.TheDartmouthGroup.com) and contains information about the company. Also, it provides access to the SenEarthCo management system which is used by the board and The Dartmouth Group to manage the affairs of Chapman's Reach. Unit owners may access their individual account from here and check the status of payments, access meeting agendas and minutes, submit work orders or requests, and access other important community information.

### ***Trustee***

The individual elected as a representative of the entire membership to carry out the responsibilities of the association as delineated in the governing documents.

### ***Trustee Meeting***

At present, the board of trustees meets monthly on the last Tuesday of the month. The meetings are usually held at 6:30 p.m. at a place designated by the Trustees.

### ***Unit***

This is the portion of the buildings that has been conveyed to an owner and which he or she owns in fee simple. An owner is free to sell, mortgage, and change (subject to the restrictions of the documents) their unit. Because it is owned by the unit owner, the unit owner must pay real estate taxes and other sums which typically apply to homeowners in the City of Quincy.

### ***Unit Deed***

The unit deed is the basic instrument by which a unit in the condominium is conveyed to a purchaser. It must contain all the normal elements of a real estate deed. Further, it outlines a description of the land, designation of the unit, restrictions of use, and interest of the unit in the common areas.

### ***Unit Owner***

The unit owner is the person(s) or entity whose name appears on the recorded title to the unit. In the event of a non-individual unit owner (i.e. a trust, or a partnership), the trustee or authorized officer shall act as the unit owner.

### ***Working Capital***

This is the money paid by the original purchasers of units at Chapman's Reach. The purpose of this fund is to ensure that the trustees will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable.

**Appendix**

## A-1 COMMUNITY MANAGER JOB DESCRIPTION

### COMMUNITY MANAGER JOB DESCRIPTION CHAPMAN'S REACH

**Title:** Community Manager, Chapman's Reach Condominium

**Reports To:** Portfolio Manager, The Dartmouth Group

The Community Manager is responsible for the day-to-day administration of the community, facilities, social network and financial management of the community. In performing this function, the Community Manager will advise the Chapman's Reach Board of Trustees ("Board") and implement its decisions; administer the services, programs, maintenance and operations of Chapman's Reach within the policies and guidelines established by the board and the Chapman's Reach Condominium Documents, be promptly responsive to all Residents of the community; and fulfill the terms of the management agreement between the Dartmouth Group and Chapman's Reach.

The Community Manager is the first line contact between the Board, the Residents and The Dartmouth Group. The Community Manager will consult routinely and openly with the Board and will seek input and advice from The Dartmouth Group and the Portfolio Manager in the performance of his/her duties.

#### **Responsibilities**

Outlined below are some of the job responsibilities of the Community Manager. This list is not meant to be all-inclusive and the job description is subject to change at any time with the approval of the Board.

#### **Community/Administrative Management**

- Prepare and process all site-related paperwork including, but not limited to, inspection reports, management reports, monthly finance reports for the Board, invoice processing, time sheets, absence requests, etc.
- Interact with Residents and respond to problems, concerns and inquiries. Insure that all calls are acted upon promptly and that appropriate follow-up and action taken is properly recorded and reported.
- Attend all monthly Board meetings except as otherwise requested by the Board.
- Prepare Notice of Meeting, Agenda and monthly Manager's Report (inclusive of finance reports) for inclusion in monthly information package for Board meetings.
- Administer all procedures relating to the enforcement of rules and regulations, acting in conjunction with the Board.
- Establish unit files and insure files are maintained.

- Prepare all correspondence to unit owners.
- Follow up on delinquent fees per Board and Management Company direction.
- Adhere to all property policies and procedures and maintain all information in company's management systems, as directed.
- Conduct one-on-one orientation meetings with all new residents.
- Manage the Chapman's Reach Web Site.
- Prepare a brief, informal report to the Board each Friday summarizing the activities of the week, projected activities for the next week, and any issues that arose during the week to which the Board should be aware.
- Enforce lease/rental policies.

## **Facilities Management**

- Patrol the grounds and common areas daily, check and/or empty common trash barrels to ensure superior curb appeal. Check the rear of all buildings and all alleys for cleanliness.
- Insure that proper maintenance standards and by-laws, as well as rules and regulations, are met.
- Conduct periodic community inspection of the physical plant, noting deficiencies and oversee residential SF and MF deed restriction enforcement.
- Develop and maintain relationships with suppliers, vendors, contractors, and all others serving the community.
- Schedule all work orders. Prepare work schedules in order to maintain efficient use of staff and vendor time.
- Meet with all contractors each day to discuss and approve their work for that day before any work is commenced. Ensure arrangements are made for this if the Community Manager is to be off site for any reason.
- Place orders, when authorized and within budget, for all maintenance and cleaning supplies, materials, and equipment, in accordance with the Chapman's Reach Procurement Checklist.
- Prepare or assist in preparation of bid specifications and RFP's. Administer bid process.
- Meet with contractors prior to execution of contracts.
- Supervise all contracted work to insure compliance with specifications within the contract, and that all work is performed in accordance with the Chapman's Reach Work Rules.
- Coordinate landscaping needs with landscape consultant and follow up to see that projects are complete.
- In winter, manager will be responsible for supervising the snow removal process, having cars moved so the lot can be thoroughly cleaned. Manager will make reasonable efforts to ascertain that walks and sidewalks are free of snow and ice, patrol parking lots, and salt as needed to keep property in a safe condition.
- In spring, summer, and fall, manager will be responsible for supervising the landscaping process to insure proper maintenance, including mowing, trimming bushes and trees, planting and caring for flowerbeds, mulching, weeding and in general keeping the grounds attractive, including installing and maintaining seasonal decorations.

## **Financial Management**

- Assist in the preparation of budget(s). Interact with home office staff (Portfolio Manager, Team Leader, and Accounting staff) and Board(s) to insure proper analysis and recommendations as to final annual budget.
- Approve all purchase of supplies and equipment as allowed in budget.
- Approve expenditures in accordance with the budget. Ensure all expenditures are within the approved Chapman's Reach budget, and each line item of the same. **THE COMMUNITY MANAGER MAY NOT PERMIT ANY BUDGET OR LINE ITEM AMOUNT TO BE EXCEEDED WITHOUT PRIOR WRITTEN BOARD APPROVAL.**
- Review monthly financials. Make recommendations to Board as to anticipated shortfalls and/or excess funding by budget line item.

## **Qualifications**

The following skills and behaviors are required of this position:

- A can-do attitude with a sincere commitment to the position
- A focus and appreciation for client satisfaction
- Strong leadership skills and an ability to promote community harmony and satisfaction
- Superb communication skills, both oral and written
- A thorough understanding of condominium management operations with an emphasis on contract and vendor management
- Ability to think analytically; ability to read and interpret condominium documents, contracts, proposals
- Ability to read and interpret financial statements (P&L, Balance Sheet, General Ledger) with a critical eye
- Excellent computer skills with Web-based applications and Microsoft Office, especially Word, Publisher, and Excel (spreadsheets).
- Ability and desire to learn

## **Education and Training**

Bachelor's Degree with industry designation (CMCA, AMS, PCAM, ARM or CPM) strongly preferred.

## **Experience**

A minimum of 2-5 years of hands-on community management experience. Field experience is essential.

## A-2 Rules and Regulations (Revised December 2017)

### AMENDED AND RESTATED RULES AND REGULATIONS

#### CHAPMAN'S REACH CONDOMINIUM TRUST

#### RULES AND REGULATIONS

The following rules and regulations have been established for the benefit of all Unit Owners in the Condominium and to assure peaceful enjoyment of the Common Elements. They are also intended to protect and enhance the value of the property of the Unit Owners.

All capitalized terms herein not otherwise defined shall have the meaning defined in the Master Deed (the "Master Deed") and the Declaration of Trust (the "Declaration"), as applicable. These Rules and Regulations supersede and take the place of the Rules and Regulations adopted prior hereto.

All residents of the Condominium and their guests are expected to abide by the following:

1. ***Use of Common Elements:*** No use shall be made of the Common Elements other than the uses permitted by the Master Deed, the Trust, or by the Trustees.
2. ***Proper Use of Common Elements:*** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees in writing. The following rules pertaining to outside planters, hanging plants and window boxes have been established to maintain attractive and uniform appearances as well as enhance the value of the property of all unit owners.
  - **Outside Planters:** Each unit (multifamily and single family) is limited to two planters (placed on floor or stand) per porch. The planters shall not be placed on steps, walkways or on any common ground so as to adhere to Rule 2. The color of planters should be black, white/off-white, natural, terracotta, or other neutral color. The size (height, diameter or width) shall be appropriate to the size of the porch space.
  - **Hanging Plants:** Hanging plants shall be mounted on wood surfaces and must not be mounted on EIFS (exterior siding finish used on the multifamily buildings). In the event of damage resulting from mounting on an EIFS surface, the unit owner shall be solely liable for the damage. The number and size of hanging plants per unit shall be appropriate to the size of the porch, balcony or entrance area.
  - **Window Boxes:** Window boxes will be allowed on balcony railings only. The boxes are called "hayracks" and are made of steel with a black finish (to prevent rusting) and come with a natural cocoa fiber liner. Window boxes shall be limited to one large hayrack (56" long by 10" wide by 10" deep), or two small hayracks (36" long by 9" wide by 9" deep). Window boxes shall not be placed directly above the front entrance of a first-floor unit. In the event of damage resulting to a Unit Owner's property, the Unit Owner with the window box shall bear sole responsibility for the damage.
  - Single Family Unit Owners shall not attach anything (plant material or decorative objects) to an abutting Single-Family Unit including the trellis wall, if applicable, without



approval from the respective abutting Single-Family Unit Owner. Such an agreement may be discontinued by either Single Family Unit Owner at any time. If either Single-Family Unit is sold, the agreement becomes null and void but may be re-established with the new Single-Family Unit Owner.

- a) If an agreement is in place, and plant material is attached to an abutting Single-Family Unit, the plant material must be easily removable to allow access by the abutting Single-Family Unit Owner to perform maintenance to his/her Single-Family Unit via his/her Maintenance Easement Area.
- b) If an agreement is in place and upon such time when the abutting Single Family Unit Owner is to perform maintenance to his/her Single Family Unit, it shall be the responsibility of Single Family Unit Owner who installed the plant material to alter or remove the plant material to enable proper access by the abutting Single Family Unit Owner. Furthermore, it shall be the responsibility of the Single Family Unit Owner who planted or owns the material to restore the plant material if desirable and agreed by both parties.
- c) Single Family Unit Owners shall properly maintain all tree and plant material within respective Exclusive Use Areas such that no tree or plant material is encroaching on an abutting Single Family Unit, fence, or other property.
- d) Proper maintenance of tree and plant material shall consist of pruning or removal if necessary.

**3. Unit Maintenance:** Each Unit Owner shall be obligated to maintain in good repair and order, his/her own Unit and the interior portions of any Limited Common Elements in the Condominium to which he/she has an exclusive right and easement, as set forth in the Master Deed.

**4. Storage in Common Elements:** Nothing shall be done or kept in the garages or storage areas or other structures which are treated as Limited Common Elements under the Master Deed (the "Limited Common Elements") or Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the Limited Common Elements or the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Limited Common Elements or the Common Elements.

**5. Seasonal Decorations (Exterior):** Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building other than temporary and seasonal greetings, welcome signs and reasonable seasonal ornamentation. For the winter holiday season, all seasonal ornamentation shall be limited to a door wreath, spotlight for wreath and white, non-blinking lights only. Lights are not permitted on common area plantings. Interior plantings also may be incorporated into the holiday theme. All winter holiday seasonal ornamentation shall commence on or after the Friday after Thanksgiving Day, and end on or before January 15. All other seasonal ornamentation, (i.e., spring, summer, and fall), is limited to a door wreath and exterior planters. There shall be no mounting of any decorations on the EIFS (exterior siding finish) of the multifamily units. In the event of any damage resulting from mounting on an EIFS, the unit owner shall be solely liable for the damage.

- 6. Use of Common Elements:** No cloth or similar materials, including, but not limited to, clothing, curtains, rugs, mops, or linens, shall be hung, shaken, or otherwise left or placed in or on the Common Elements, or on or from the decks/patios, windows or doors, except as the Trustees in writing may allow during specified periods when airing of such materials may be essential. Furthermore, no such materials shall be placed in a Unit or on the decks/patios adjacent thereto, so as to be exposed to public view from the street level.
- 7. Nameplates, Lockset, Unit Numbers:** Unit Owners may place their names on exterior entrance door using approved brass name plaques. Information on these plaques is available in the Community Manager's office. No Unit Owner shall remove any lock or install a new lock set on any door of a Unit, or change the style of exterior unit numbers without the consent of the Trustees in writing.
- 8. Exclusive Use Easement Areas:** Sporting goods, lawn furniture, and other personal articles and equipment shall not be left outside, except on the deck/patio adjacent to a Multifamily Unit or in the Privacy Section of the land adjacent to a Single Family Unit. *For the purposes of the foregoing, the Privacy Section, shall be that portion of the Single Family Exclusive Use Area adjacent to the Unit bounded in the rear and side by the boundary lines of the Exclusive Use Easement Area (but excluding all parking areas and driveways) and at the front by a line extending from that portion of the front façade of the Unit which is furthest away from the street and extending to the side boundary line of the Exclusive Use Easement Areas in a line running parallel to the street.* When such articles are in use outside, they shall be maintained and used in such a fashion as to meet the standards established in writing by the Trustees from time to time.
- 9. Noise or Disturbances:**
- Quiet time: Unit owners and their guests shall reduce noise levels between the hours of 10 p.m. and 8 a.m. so that neighbors are not disturbed. Barking dogs shall be moved inside during these hours.
  - At no time may musical instruments, radios, TVs or other equipment be so loud as to become a nuisance.
  - Contractors hired by individual unit owners shall maintain work hours of 8 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 4 p.m. on Saturday. No work is permitted to be performed on Sunday without the specific written consent of the Board of Trustees.
  - No noxious or offensive activity shall be carried on either in any unit, any limited common element or in common elements, either willfully or negligently, which may be or become a continual annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises by himself, other occupants, guests, agents, employees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
  - Unit owners will be responsible for the actions of their guests. If a guest creates a nuisance to any unit owner, the Trustees have the right to request that the guest leave. Responsibility for such supervision shall rest with the unit owner who is the host of the guest.

## 10. *Wall-to-Wall Carpeting Installation and Flooring Guidelines:*

- All unit owners, (whether or not above any other Unit), changing, replacing or installing wall-to-wall carpet must notify the Property Management Company for proper approval on padding product.
- Such carpet changes, replacements, and/or installations must include a carpet pad that is a minimum of quality of **10 lb. density rebounded foam** padding (or an equivalent 10 lb. density product to abate noise).
- **Hard Flooring Installation in Multi-Family Units:**  
As currently required, all unit owners (whether or not above any other Unit) changing, replacing or installing any hard flooring of any type must notify the management company for proper approvals.
  - All unit owners (whether or not above any other unit) changing, replacing or installing any hard flooring of any type shall be required to install sound-attenuating product beneath the floor meeting the following specifications:
    - a) Install perimeter isolation strips around the perimeter of all hardwood areas prior to laying underlayment and floor. This is to prevent sound transmission from the floor to the walls.
    - b) Install underlayment of a minimum thickness of **10mm recycled rubber product (Encore QTscu or Regupol Sonus)**. (12mm is preferred.) The underlayment is to be glued down to the existing subfloor and the joints between rolls must be taped or filled.
    - c) For hardwoods, an unfinished engineered floor that can be glued to the subfloor is preferred. (A solid non-engineered hardwood would be nailed and may penetrate the underlaying reducing the sound attenuation benefit of the underlaying.)
    - d) Baseboards will be floated slightly above the floor (i.e. not sitting on it) to further prevent sound transmission to the walls from floors.

**As defined in the Chapman's Reach Condominium Master Deed, Hard Flooring means, and will continue to mean, any finish flooring containing hard flooring materials including but not limited to wood, vinyl concrete, ceramic or clay tile, stone, slate and brick.**

*Detailed specifications for 1<sup>st</sup> and 2<sup>nd</sup> floors as well as alternative product information are available with the Property Manager. Advances in products and installation methods for flooring are constantly being introduced. Requests to use new and improved products and methods will be considered and welcomed.*

- **Area Rugs & Runners Required Over Hard Flooring:**

- a) **70%** of hard flooring in each room shall be covered with two-layer covering consisting of an area rug (or runner) and a sound abating pad.
- b) Rooms shall include bedrooms, master bedrooms, living room, dining room or dining area, entry foyer, stairway, hall and den. Area rugs shall be located where there is the greatest amount of foot traffic.
- c) "Pad" for changes, replacements and installations of an area rug after October 1, 2016 must be **40-ounce fiber density or minimum of 8 lb. density.**

- **General Hard Flooring Maintenance:**

- a) Felt pads (or comparable glide product) shall be affixed beneath all chairs, tables and other furnishing that are movable on a hard flooring.
- b) Cork or rubber pads should be placed underneath all exercise equipment and sound generating devices that sit on a hard flooring (including stereo surround sound bass deliver systems).
- c) Washer and dryers shall be placed on anti-vibration mats or pads specifically designed to dampen vibrations.

- **Compliance:**

- a) **As currently required, it is mandatory to notify and get the approval from the Property Management Company BEFORE commencing any flooring work to your unit.**
- b) Non-compliance to any of the aforementioned specifications and rules shall result in unit owners being required to make necessary corrections at the expense of such unit owner in order to meet the established standard(s). Fines may also be applied for failure to so do.
- c) Additional information regarding products for ceilings, walls and other sound abatement products is also available.

The Rules and Regulations for flooring are dynamic and subject to future changes as newer products and methods for flooring and noise reduction become available. Thank you for your cooperation.

## **11. Use of Common Elements:**

- There shall be no use of the Limited Common Elements or the Common Elements which injures or scars the same or plantings thereon, increases the maintenance thereof, or

causes unreasonable embarrassment, disturbance or annoyance to the other Unit Owners and their guests.

- No persons will be allowed to congregate other than in those areas which are specifically designated as “recreational” by the Trustees in writing. There shall be no organized sports activities, or picnicking, tail-gating, or fires, except in those areas, if any, which are approved for such use in writing by the Trustees.
- Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local fire department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters, or which will increase or tend to increase the risk of fire or the rate of fire insurance.
- All grills must be at least ten feet away from any building or structure. Grills are not permitted above the ground floor.
- The sidewalks, parking areas, drive and roadways shall not be obstructed or encumbered for any purposes other than ingress and egress. Single family owners may park in their driveways as long as the vehicles do not stick out into the alley/roadway, per the Master Deed [Article IV, Sec 4.3(D)(1)].

## **12. Litter, Trash, and Waste Disposal:**

- There will be no littering. Pet waste, paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the Common Elements or swept or thrown from or out of any garage, balcony, porch, or yard.
- No garbage or refuse and/or waste matter shall be removed from a Unit except to such a place and in such a manner as the Trustees in writing shall direct.
- Garbage or trash barrels shall not be placed or stored outside of any Unit except as specified by the Trustees. Any garbage and refuse from the Units shall be placed in covered barrels, and disposed of only at such times and in such a manner as the Trustees may direct in writing.
- All aspects of this rule shall apply to Unit Owners, family, guests, agents, servants, hired contractors, employees, licensees, and tenants.

**13. Structural Changes:** Nothing shall be done in any Unit or in, on, or to the Limited Common Elements or the Common Elements which will impair the structural integrity of any Building or which would structurally change the Building, without the prior written consent of the Trustees.

**14. Use of Common Elements:** Nothing shall be placed on or constructed in or removed from the Common Elements except with the written consent of the Trustees.

**15. Improvements, Maintenance, and Landscaping of the Common Elements:** Shall be done only by the Trustees, unless otherwise allowed in writing by the Trustees, except for the such portions of the Exclusive Use Easement Areas specified in 6.3 (A) of the Master Deed.

**16. Recreational Use of Common Areas:** Except in areas designated by the Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches, or chairs, on any part of the Common Elements. The roads, walks, parking areas and driveways may be used for their normal and intended purposes.

## **17. Parking Rules**

- All Chapman's Reach residents shall register each of the vehicle's they own and intend to park anywhere on the Condominium premises with the Chapman's Reach Management Company. A 'qualified resident' is defined as an individual whose main legal residence is at Chapman's Reach as authorized by the owner of the Unit in which such resident resides. The type of vehicle must conform to the Condominium documents and all other applicable rules, regulations, and otherwise. The Unit Owner or qualified resident will be issued one Chapman's Reach parking permit for each vehicle so registered with the Management Company upon presenting a valid governmental vehicle registration (RMV) which indicates they are the owner of such vehicle. The parking permit is non-transferable and must be permanently affixed to the passenger rear window of the vehicle for which it was issued.
- One transportable (nonstick) Chapman's Reach visitor parking permit shall be issued for each multifamily and single-family unit. This visitor parking permit may only be used for temporary visitors or guests and not by Unit Owners or qualified residents. If an additional visitor permit is required for an additional temporary overnight guest, additional visitor permits parking permits must be obtained from the Management Company by the Unit Owner or qualified resident in advance of the anticipated overnight stay, and returned upon the end of the temporary visit.
- Notwithstanding any other provision of these Rules and Regulations, no vehicles belonging to a Unit Owner or qualified resident shall be parked overnight. in the common parking areas, non-common parking areas, or in driveways unless, in the first instance, the garage parking space(s) appurtenant to their Unit are being used to park the vehicles belonging to the Unit Owner/qualified resident. 'Overnight' shall be between the hours of 10 AM and 7 PM. 'Common parking areas' is defined as the lined spaces throughout the Chapman's Reach community and the lined spaces along Marina Drive across from 2001 Marina Point. 'Non-common parking area's' is defined as non-lined spaces along Hutchinson Lane, Ludlow Road, Marina Drive (beginning at 200 and up to 214), Preston Square, Tilden Circle and Tilden Commons Drive, unless otherwise prohibited by signage.
- Overnight parking in all common parking areas shall be restricted at all times to vehicles with a Chapman's Reach parking permit or a Chapman's Reach visitor parking permit. All parking shall be on a first-come first-served basis.
- A Chapman's Reach parking permit or visitor parking permit shall not be required for non-overnight parking in non-common parking areas for Unit Owner and qualified residents, and their guest's and invitee's vehicles. Overnight parking in these areas will require a Chapman's Reach parking permit or a Chapman's Reach visitor parking permit.
- Except for common parking areas (lined spaces - see above), parking is prohibited in all alleys at all times. 'Alleys' is defined as follows:
  - a) Between Victory Road and Hutchinson Lane
  - b) Between Hutchinson Lane and Preston Square
  - c) Between Preston Square and Marina Drive
  - d) Rear of Ludlow Road and adjacent to Seaport Condominium
  - e) Rear of buildings 1, 4 and 5/6 located on Tilden Circle
  - f) Rear of buildings 7/8, 9 and 10 located on Tilden Commons Drive

- Parking shall also be prohibited in front of all garages, except for single family driveways (see below).
- All unit owner and qualified resident vehicles parked anywhere in the Chapman's Reach Community, including garages and common and non-common parking areas, shall be registered with proper governmental registries, insured, display current inspection stickers and be maintained in proper operating condition.
- No truck over ¾ ton capacity or commercial vehicle, camper, mobile home, motor home, house trailer, or trailer of any other description, recreational vehicle, boat or boat trailer or horse trailer may be parked or stored in any unit, driveway, or parking space other than in an enclosed garage with the garage door closed. Motorcycles and mopeds are permitted. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the Trust's vehicles. Contractors may park their vehicles in restricted or unrestricted parking spaces/areas during work hours.
- The sidewalks, parking areas, drive and roadways shall not be obstructed or encumbered for any purposes other than ingress and egress. Single Unit Owners and single family qualified residents may park in their driveways as long as their vehicles do not stick out into the alley/roadway.
- Except in areas designated by the Trustees, there shall be no parking of vehicles, on any part of the Common Elements. The roads, walks, parking areas and driveways may be used for their normal and intended purposes.
- Noncompliance with the above, violations of these Parking Rules and Regulations may result in a fine (for each day of non-compliance) and the towing of vehicles at the owner's expense. Unit Owners and qualified residents must inform all guests, licensees, agents, servants, and others of these Parking Rules and Regulations. In addition, without limiting the right of enforcement of all Parking Rules and Regulations, all should be aware that any vehicle parked in a snow dumping area or other prohibited area during a snow storm will be towed, at the owner's expense. Unit Owners and qualified residents are reminded that parking in all non-common parking areas is also prohibited during a snow storm and vehicles so parked will also be towed.

**18. Signage:** "For Sale", "For Lease", or "For Rent" signs or other displays or advertising shall not be maintained or permitted in any part of the Condominium or in any unit or deck/patio thereon, without prior consent of the Trustees in writing.

**19. Window Treatments:** Nothing shall be hung from any window or placed upon any windowsill outside the Units. Unit Owners may select standard window and door treatments, including but not limited to, draperies, curtains and blinds, to be hung in the Units. Sun control window film may be installed provided that it meets the following specifications:

3M Scotchtint Sun Control Films RE50NEARL – light neutral

3M Scotchtint Sun Control Films RE70NEARL – very light neutral

3M Scotchtint Sun Control Films RE35NEARL – medium performance neutral

- 20. *Damage to Building or Common Elements:*** Any damage to any Building or the Common Elements caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants, shall be the sole responsibility of the Unit Owner. Any repairs made to damaged areas shall be performed by the Trust, and the expenses incurred will be billed directly to the Unit Owner.
- 21. *Door-to-Door Canvassing:*** No person including any Unit Owner, shall enter, or go through, the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind of nature whatsoever; or for the purpose of soliciting donations or contributions for, or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees and provided, further, that the Trust, its agents and employees, may engage in such activities in connection with its sales and (if any) leasing activities, or in the promulgation of information the Trust wishes to convey to Owners/Residents.
- 22. *Business/Religious Use of Common Elements:*** No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, or whether designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Common Elements, without prior consent from the Trustees in writing.
- 23. *Safety of Unit:*** Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, or tenants.
- 24. *Personal Property:*** The use of the individual Units and Common Elements by Unit Owners (or any occupant, or any member of the Owner's family, or his agent, servant, employee, licensee or tenant), as well as the safety and maintenance of all personal property belonging to the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
- 25. *Adding, Amending or Repealing Rules:*** Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time in writing by the Trustees.
- 26. *Units Owned by Trust:*** These rules and regulations, and any amendments hereof, shall not restrict or prohibit activities of the Trust in maintaining, renovating and/or using the Common Elements or the Units owned by it if such activities are reasonable related to its sales and (if any) leasing activities nor otherwise limit the Trust's exercise of the rights and easements reserved under the Master Deed.
- 27. *Unit Lease and Rental Agreements:*** All leases, rental agreements, or agreements in the nature thereof, for all or any part of any Unit and/or any garage shall be in writing and shall be specifically subject to the requirements of the Master Deed, this Trust, and these rules and regulations of the Condominium. No such lease, rental agreement or agreement in the nature thereof shall be effective unless a fully executed copy thereof shall first have been presented to and approved by the Trustees. Such approval shall not be unreasonably withheld, provided that the document(s) presented to the Trustees shall include sufficient financial and other reference information about the prospective occupant(s) to enable the Trustees to determine that such leasing, licensing or rental to such person(s) would not be inconsistent with the requirements of the Master Deed, this Trust, and these rules and regulations. If the Trustees shall fail to notify



the Unit Owner requesting such approval of their decision within fifteen (15) days of the Trustees' receipt of all requested information, such approval shall be deemed automatically granted. No leasing, licensing or rental by any Unit Owner and no approval thereof by the Trustees shall be exercised so as to discriminate on the basis of race, creed, sex, color, or national origin.

**28. Fines Policy:** The Board of Trustees, in their sole discretion, shall determine the gravity of the offense and may levy an applicable fine for each violation of the Chapman's Reach Condominium documents, including the Master Deed, Declaration of Trust, and the rules and regulations, as may be amended, in accordance with the following schedules:

- Lesser Offense- A violation of less significance, importance and impact upon the health, safety, welfare, and interference with rights of residents or the structural/architectural integrity of the Condominium or the administration of the Association.

1 <sup>st</sup> Offense	-	Written warning, or \$50.00 fine
2 <sup>nd</sup> Offense	-	\$100.00 fine
3 <sup>rd</sup> Offense	-	\$150.00 fine
  
- Major Offense – A violation of great or serious significance, importance and impact upon the health, safety, welfare and interference with rights of residents or the Structural and architectural integrity of the Condominium or the Administration of the Association.

1st Offense	-	\$250.00 fine
Subsequent Offenses	-	Board Discretion
  
- Each offense shall constitute a separate violation. In the case of an ongoing offense, each day the offense continues shall constitute a separate violation. All fines shall be collected by the Trust in the same manner as common expenses and shall constitute a lien upon the Unit until such fine(s) is paid in full.
  
- In addition, the Board of Trustees shall also have the right to enjoin, abate or remedy the continuance of any violation, including but not limited to, through appropriate legal proceeding, either at law or in equity. Any costs associated with the abatement of the violation, collection of fines, including legal fees and costs, shall be assessed to the Unit Owner.

**29. Antenna and Satellite Dish Installations (see Resolution adopted by the Board of Trustees September 30, 2003.)**

**30. Display of the American Flag:** No restriction contained in the Condominium documents prohibiting the display of the American flag shall be enforced against any resident of the Chapman's Reach Condominium to the extent that (i) in the case of Multifamily Units, residents may display an American flag that does not exceed 12" x 18" in size which shall be displayed, placed or located in planters, wreaths, or an appropriate bracket which may be affixed to the exterior wood portions of the Unit and (ii) in the case of the Single Family Units, residents may display an appropriate bracket which may be affixed to the building in such location as may be approved by the Board of Trustees prior to such installation, and provided that the display of such American flag complies with Federal regulations set forth in the Federal Flag Code.

**31. *Pet Rules and Regulations:*** Pets are a welcome addition to our community. However, pet owners have a responsibility to care for and control their pets so as not to endanger or otherwise interfere with the rights of all Residents. Per our documents, the following rules and regulations apply to pet owners and their pets:

- Only common household pets as defined in “Exhibit D” of the Master Deed are permitted. One cat or one dog unless at the time the owner acquires the unit, such owner has one of each or two of one, in which event the owner may retain such pets. No other animals or reptiles of any kind shall be permitted without prior written approval of the Trustees.
- Owner agrees to keep pet(s) currently licensed and tagged with all inoculations required.
- Owner agrees to keep pet(s) on a leash when in the common areas.
- Owner must, at all times, prevent the pet(s) from causing damage to common areas and from gnawing, scratching, or otherwise defacing common elements on the common landscaped areas.
- Owner shall ensure that the presence of a pet does not constitute a risk of damage to the property or create a threat of the health and safety of any members, guests and/or employees, or infringes upon the rights of any resident, or disturbs the comfort or quiet enjoyment (see also Rule 9) of any resident.
- Owner shall ensure that the presence of a pet does not interfere with any pest extermination. Owner is responsible for removing or otherwise protecting pet(s) when extermination is scheduled.
- Owner is solely responsible for the disposal of pet waste. Disposal must be made by placing the pet waste in a sealed plastic bag and placing the bag in a public or owner’s trash receptacle.
- Failure to pick up pet waste in the common areas will result in a fine (see fine policy).
- Owner agrees to register pet(s) with Trustees/Management Company.

**32. *Unit Owners shall be responsible for Moisture Control and Proper Cleaning:***

- Remove visible moisture accumulation on windows, windowsills and any other surfaces within the unit
- Not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts within the unit;
- Ensure that any vents or exhaust fans serving the unit are vented properly to the exterior including without limitation, bath exhaust vents, stove vents, and laundry dryer vents;
- Ensure that any vents or exhaust fans serving the unit including without limitation bath exhaust vents, stove vents and laundry dryer vents are inspected and cleaned at least annually;

- Shut off water at the water main to the unit if said unit is to be vacant for a time period of five (5) or more days;
- Use flood check brand hoses or high pressure equivalent hoses on the washing machines within the unit;
- Replace water heaters prior to the end of the warranty period;
- Utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;

**Multi Family Unit Owners are required to report the following to the Community Manager:**

- Any evidence of water leaks or water infiltration or excessive moisture in the unit or common areas;
- Any evidence of mold or fungi growth within the unit that cannot be completely removed with a common household cleaner; and/or
- Any failure or malfunction or any heating, ventilating or air conditioning system serving the unit.
- Multi Family Unit Owners are required to notify the Community Manager in writing of an emergency contact person and phone number if they are away from the unit for a period of two (2) days or more.
- It is recommended that Multi Family Unit Owners maintain air temperature within the unit of not less than 55°Fahrenheit.
- Multi Family Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the unit, other units and common areas arising out of, relating to or resulting from the failure of the Multi Family Unit Owner to comply with the terms of this resolution.
- Multi Family Unit Owners shall be responsible and liable for any fines, costs, and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners and Occupants of the Condominium, including any injuries to persons, arising out of, relating or resulting from the failure of the Multi Family Unit Owner to comply with the terms of this Resolution.

### **33. ANTENNA RULES AND REGULATIONS:**

#### **Resolution adopted by the Board of Trustees September 30, 2003.**

1. Definitions.

(a) 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, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are 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 standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. Reception Antenna

(a) 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 appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

3. If a Reception Antenna is installed in a limited common area or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services 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 feet in height 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) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; 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 limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where they block 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 condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two 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 outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. 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 does not materially damage the general common elements or the units, void any warranties of the Trust or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Trust for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Trust and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

#### 4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Trust may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

#### 5. Transmission Antennas are prohibited except for those defined in Section 1(a).

#### 6. To the extent permitted by the FCC, in order to allow the Trust's engineers and/or other

professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

10. This Resolution supersedes any Resolutions promulgated by the Board and in the event of a conflict, this Resolution shall control and prevail.

See Form on Next Page

**NOTIFICATION AND APPROVAL FORM**  
FOR THE INSTALLATION OF DBS SATELLITE DISH,  
MMDS ANTENNA OR TV ANTENNA

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO: Chapman's Reach Condominium Trust  
c/o First Realty Management Corp.  
Condominium Division  
151 Tremont Street  
Boston, MA 02111

FROM: Owner's Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (work): \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_ DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)

\_\_\_ MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)

\_\_\_ Television antenna

Installation will include a mast \_\_\_ No \_\_\_ Yes

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

Installation will be done by \_\_\_\_\_ resident \_\_\_\_\_ licensed contractor

If by a licensed contractor, please fill in the information below:

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

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

\_\_\_\_\_

Tel. No.: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

A copy of the contractor's license and certificate of insurance naming the Chapman's Reach Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

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

Will the installation and the location of the dish or antenna comply with the Trust's regulations?

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

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

I acknowledge that I have read, understand and have complied and will comply at all times with the Trust's Resolution with respect to the installation, operation and maintenance of dishes and antennas.

Signature \_\_\_\_\_





## A-4 Forms

The most recent versions of the following forms can be found on the Dartmouth Group Condo Owner Web Portal. Please log into your account at [www.mydartmouthgroup.com](http://www.mydartmouthgroup.com) or contact the management office at 617.773.5701.

Emergency Notification Form  
Pet Registration Form  
Automobile Registration Form  
Request for Alteration

In addition, copies of the condominium documents can be downloaded at no charge.