

***CLEARVIEW HEIGHTS CONDOMINIUM ASSOCIATION***

**RULES AND REGULATIONS**

AMENDED AND REVISED 1/1/2014

# **CLEARVIEW HEIGHTS CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

**Amended and Revised January 1, 2014**

ARTICLE II (Trustees) of our ByLaws, Section 3 (Powers and Duties) (e) states: "Adoption and amendment of the Rules and Regulations covering the details of the operation and the use of the Common Elements subject to a right of the Unit Owners to overrule the Board (see Article VI, Section 14)."

Article VI (Operation of the Units) of our ByLaws, Section 14 (Rules and Regulations) states: "Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective. At a special meeting of the Unit Owners called for such purpose, the Unit Owners may, by vote of sixty-seven (67%) percent of the votes as defined in Article III, Section 6, repeal any such Rule or Regulation enacted by the Board."

The following Rules and Regulations which are not attached to either the Master Deed nor the By-Laws, but were originally provided with the Unit Deed when original owners purchased their units and from time to time have been amended and communicated to all owners, are again amended and revised effective January 1, 2014 as follows.

### **ARTICLE I**

#### **GENERAL**

1. **CONDO FEES**: Monthly condo fees are due the 1<sup>st</sup> of each month. Any fees received after the 10<sup>th</sup> of the month are assessed a \$10.00 late fee. Please be sure your unit number appears on your check.
2. **PROHIBITED USE**: No industry, business, trade or commercial or professional activities shall be conducted, maintained or permitted on any part of the premises of the Condominium.
3. **SIGNS**: FOR SALE or FOR RENT signs must have Board approval to be displayed. Such signs may not be larger than 18" x 24" and may only be displayed in a front window.
4. Nothing may be done to any Unit or Common element, which would alter or damage its structural integrity.
5. Owners may not paint, stain, or otherwise alter or change the color of any exterior façade including your front door, deck floor and top rails. Pressure treated wood on your deck may be stained with a cedar color stain. Stain cannot be applied to Trex.

6. No signs, awnings, shutters, canopy, antenna, satellite dish, or any item may be hung, mounted or displayed on the exterior of any building without Board approval. See Satellite Dish Policy – Attachment A.
7. No hazardous, flammable or explosive material of any type may be brought into or stored in any unit except such lighting and cleaning fluids that are customary for residential use.
8. Annually, all residents must complete a Profile. Failure to complete and return it to the Board by the announced deadline will result in a \$25.00 fine.

## ARTICLE II

### USE OF COMMON ELEMENTS

Common Elements are everything outside your unit. This includes, but is not limited to, roofs, siding, steps, railings, sidewalks, roadways, plant beds, grass, common hallways, common doors, fence, land on other side of the fence, mailbox enclosures and the Meeting Room. Decks and concrete patios are common elements for the exclusive use of the unit.

1. Except for your deck and/or concrete slab, Common Elements cannot be obstructed at any time nor can any personal property be parked or stored in or on the Common Elements without the prior consent of the Trustees except as hereinafter expressly provided.
2. Lawn furniture and grills may be stored and used on unit decks and/or concrete slabs.
3. No garbage cans, trash barrels, trash bags, waste or debris may be stored outside of a unit at any time; this includes steps, decks, patios, grass and mulch areas, sidewalks or roadways, nor shall any other personal property be placed or anything be hung from or on windows, decks, or porches or placed upon the window sills. No rugs or mops shall be shaken or hung from or on any of the windows, doors, decks or porches.
4. **All residents must recycle.** ALL boxes are to be broken down before being placed in a dumpster. No bulk items such as rugs, construction debris, electronic equipment (including TVs, radios, computer components), and furniture can be put into any of the dumpsters. If it doesn't fit into a garbage bag, it doesn't belong in the dumpster. No trash is to be left outside a dumpster at any time for any reason unless approved by the Board. Trash is to be placed in the trash dumpster and recyclables must be placed in the recycle dumpster. Dumpster doors are to be kept closed.
5. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Trustees.
6. Residents may plant perennial flowers and bushes upon Board approval but once planted become the property of the Association. Outside plantings should be kept simple, should blend in with existing landscape, and must not hinder or impede landscaping crews. No additives (mulch, stones, rubber mulch, etc.) may be added without Board approval. Individuals may plant annual flowers without Board approval.

7. Subject to the Meeting Room Rental Policy and availability, the Meeting Room may be rented by any owner or resident for a fee from April 1 through October 31. See Meeting Room Rental Policy – Attachment B.

### **ARTICLE III**

#### **ACTIONS OF THE OWNERS**

1. Owners are responsible at all times for the actions of themselves, their children, guests, tenants and pets, and will be liable for the cost to repair or replace any damage they may cause.
2. Noxious or offensive activities, and/or loud noises can be disturbing to your neighbors. Construction and party noises should not begin before 8:00 a.m. and must stop by 10:00 p.m. Violators may be fined if complaints are received.
3. Owners and residents will comply with and conform to all applicable laws and regulations of the United States, the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Chicopee and shall hold the Association harmless from all fines, penalties, costs and prosecutions for the violation or non-compliance.
4. No animals, except dogs not weighing at any time in excess of forty-five (45) pounds, cats and caged birds are permitted. All pets must be kept within the unit and no more than one (1) cat or one (1) dog per unit shall be permitted. Dogs and cats are not allowed outside unless supervised and leashed. No commercial breeding of any type of animal is permitted. Owners of pets are responsible for the removal of pet excrement from all Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium property upon three (3) days' written notice from the Trustees. Failure to comply with these policies will result in a fine of \$25.00 per occurrence per day. Renters are not allowed to have any pets.
5. Children may use bicycles, tricycles and similar devices on the sidewalks and Common Areas and may play in the Common Areas only under parental supervision and only in a manner which does not interfere with the use of the Common Elements by other Owners and their invitees. See Use and Operation of Recreational Apparatus and Devices Policy – Attachment C.

### **ARTICLE IV**

#### **INSURANCE**

1. Nothing may be done to or kept in a unit that would cause any increase in the premium of the Condo Association master insurance policy or the cancellation of any coverage. When requested, individual unit improvements must be reported on the annual Profile.

2. Owners must comply with the rules and regulations of the City of Chicopee Fire Department. Link can be found at [www.chicopeema.gov](http://www.chicopeema.gov) and on our web site.
3. All units must have working smoke and carbon monoxide detectors as required by law, on all levels of their unit at all times.
4. In the event of fire, gas or water emergencies, call 911. Any damage caused by fire or by an accident to the Common Elements or anything that endangers adjacent property or people must be reported as soon as possible to the Board.
5. Radios, TVs, Computers, Appliances and any other electronic and/or electrical equipment in each unit must comply with all the rules and regulations of the Underwriters Laboratories and all local authorities. Unit owners alone are liable for any damage or injury caused by such equipment.

**ARTICLE V**  
**MOTOR VEHICLES**

1. No unregistered vehicles or inoperable vehicles of any kind may be parked or kept on Common Elements.
2. Motorized vehicles including recreational apparatus and devices, are to be operated only on designated roadways, and are not allowed on other Common Elements. See Use and Operation of Recreational Apparatus and Devices Policy – Attachment C.
3. The parking area shall not be used for any purpose other than to park duly registered operable passenger vehicles. Boats, campers, trailers, buses, school buses, semi-trailer units, truck trailer combination, tractors or trucks having a registered gross weight in excess of eighteen thousand pounds are not permitted without Trustee approval. Each unit has 2 parking places provided for its exclusive use\*. The Trustees have the right and authority to have any vehicle in violation of this Article immediately towed from the Property at the Unit Owner's expense and shall exercise this right at their discretion. Visitor spaces are intended for visitors only.

*\* During snow plowing operations, residents are requested to be courteous toward other residents and allow their spaces to be used temporarily.*

4. Vehicles cannot be repaired, maintained, washed, worked on, etc., on Common Elements nor should automobile parts be stored on the Common Elements.
5. The posted speed limit is ten (10) miles per hour. Violators may be fined.
6. Parking spaces in front of the mailboxes are for mail pickup only – parking is not allowed. To pick up your mail, either nose in or back in. Do not park parallel to the mailboxes.
7. There is no parking in front of or around the dumpsters. If a trash vehicle cannot access a dumpster because of an improperly parked vehicle, the violator will be fined for the cost to have the trash picked up at a later time.

8. Owners will be fined for damage to the asphalt caused by leaking vehicle fluids. Asphalt repairs will be at the unit owner's expense. See Asphalt Policy – Attachment D.
9. Owners will be fined for damage to their front stairs caused by chemicals or salts or other deicing products. Only sand can be used on the front stairs. See Use of Sand on Concrete Steps Policy – Attachment E.
10. All resident vehicles and vehicles of guests must always be parked in a designated parking space unless snow removal is in progress or other emergency situations occur. See Snow Removal Policy – Attachment F.

## **ARTICLE VI**

### **SNOW REMOVAL**

1. Generally snowfall greater than three (3) inches will be cleared from roadways, sidewalks, steps and parking areas once a storm ends. See Snow Removal Policy – Attachment F.
2. If you are away during snow season, arrange to have someone move your vehicle for snow removal. Vehicles not moved for snow removal may be towed at the owner's expense.

## **ARTICLE VII**

### **ADMINISTRATION**

1. The Board of Trustees may add to, amend or revoke these Rules and Regulations at any time.
2. Complaints regarding the Management, the Board or actions of any residents must be submitted in writing to the Board.
3. The Trustees are empowered, pursuant to the power reserved in Article II, Section 3(K) of the Clearview Heights Condominium Trust, to levy fines, not to exceed \$25.00 per infraction; in the case of ongoing infractions, a new fine may be levied each day.

## **ARTICLE VIII**

### **UNIT LEASING**

1. Board approval is required to lease any Unit for each new tenant. Leases must be for a minimum of six (6) months.
2. A copy of the Lease Agreement must be filed with the Board within 10 days of the date the lease is signed. A new Profile must be completed when there are new renters and annually thereafter.

3. All tenants must receive a copy of these Association Rules and Regulations, and must acknowledge, in writing, that they have read them and agree to abide by them.

See Conditions Applicable To The Lease Of A Unit – Attachment G.

## **ARTICLE IX**

### **UNIT IMPROVEMENTS**

1. Owners may modify their units such as remodel their kitchen and/or finish their basements. See Unit Improvement Policy – Attachment H.
2. Owners may install new windows and or exterior doors. See Installing New Windows or any Exterior Door Policy – Attachment I.

## **ARTICLE X**

### **MISCELLANEOUS**

1. No wild animals (including birds) are to be fed at any time. These are attractive nuisances and can attract other unwelcome animals such as skunks and raccoons.
2. Littering, including tossing cigarette butts, beverage containers, etc., is prohibited. This is unsightly and cigarette butts, not properly disposed of, can cause fires.
3. Having and using “kiddy pools” (filled with water) is prohibited. In addition to the additional water expense, unattended pools of water are a safety hazard.
4. No bouncy houses or trampolines, etc. are permitted without Board approval.
5. Grills in use, must be kept at least 3 feet away from any wall, privacy fence or railing. Hot grills too close to siding can deform the siding. Hot grills too close to TREX railings, etc. can deform the TREX. Hot grills too close to wooden privacy walls and railings can cause fires. Damage caused by hot grills is the responsibility of the unit owner to restore to the original condition. Never leave a grill unattended and consider having a fire extinguisher nearby.
6. The use and operation of fire pits or similar devices are prohibited.
7. Residents may not remove or cut trees or shrubs on any part of the property for any reason without Board approval. NOTE: Our property boundaries go beyond the fence line.
8. No items are to be tossed over the fence without Board approval.
9. Exterior front lights and common hallway lights in the Garden unit buildings (Buildings 1, 4 and 11) should be kept on all night.

10. All exterior doors (including ground floor sliders) in the Garden unit buildings (Buildings 1, 4 and 11) should be kept closed and locked at all times to ensure the safety of all residents.
11. Satellite dishes are permitted in certain circumstances. See Satellite Dish Policy – Attachment A.
12. All window treatments facing common roadways must have a white or light appearance from the outside.
13. If you will be away for an extended period of time during the cold weather, consider having someone check your unit periodically. You must also maintain enough heat in your unit to prevent frozen pipes.



## **ATTACHMENTS**

**ATTACHMENT A**  
**SATELLITE DISH POLICY**

Anyone who wishes to install a satellite dish at Clearview Heights must first request permission in writing from the Board of Trustees. Request must include the following information: proposed location of the dish, method of installation, and placement of wiring including where it will enter the building package.

The installation must conform to the following guidelines:

1. The dish must be installed by a licensed, insured contractor. All installation costs shall be the responsibility of the owner having the dish installed.
2. The dish may NOT be located on the front façade or on the roof of any building and may NOT be attached to the siding or roofing materials of the building.
3. The dish may be attached to the deck at the rear of any unit providing such installation does not interfere with any other resident's use or enjoyment of his/her deck.
4. The dish may be affixed to a post driven into the ground and located adjacent to a deck provided it does not block the view from another resident's window or interfere with lawn maintenance.
5. No trees or plantings regardless of which side of the fence they are located, may be removed or trimmed to enhance the signal without specific approval of the Board of Trustees.
6. When the owner of the dish sells his/her unit, the dish must be removed unless the new owner agrees in writing to assume responsibility for it.

**ATTACHMENT B**  
**MEETING ROOM RENTAL POLICY**

The Meeting Room may be rented by any owner or resident, for a fee, from April 1 through October 31. The following rules are in effect when renting the Meeting Room:

1. Only condominium owners paid up-to-date on all condo fees may reserve the Meeting Room and the owner must be present during the occasion for which the room is being rented. The Meeting Room may NOT be reserved for non-owners.
2. There is no smoking in the Meeting Room. No pets are allowed in the Meeting Room. Children must be accompanied by a parent or other responsible adult.
3. Noise level and/or music must be lowered after 10:00 p.m. and the Meeting Room must be closed and locked by 11:00 p.m.
4. The person renting the Meeting Room must insure that guests park in guest parking only. Numbered parking places, the dumpster area, and the mailbox area are off limits for guest parking.
5. The Association is not responsible for lost articles. The Association is not liable for injuries to occupants of the Meeting Room.
6. No tape, glue, or other sticky substances may be used to attach decorations, pictures, etc., to the walls, windows, doors, ceiling (including the grids) or woodwork.
7. Report any problems to the Trustees.
8. Immediately after use, the Meeting Room is to be cleaned and returned to its original condition:
  - a) All trash bagged and deposited in dumpster.
  - b) Bathrooms cleaned.
  - c) Floors swept.
  - d) Table tops cleaned.
  - e) Furniture returned to original layout.
  - f) Lights shut off and doors locked.
9. Upon return of the door key, the Trustees will inspect and assess for damages and cleanliness.
10. See our website for rental forms.

## ATTACHMENT C

### THE USE AND OPERATION OF RECREATIONAL APPARATUS AND DEVICES

#### **Concerning the use and operation of skateboards, rollerblades, scooters, mopeds, motorized bicycles, motor scooters**

The use and operation of skateboards, rollerblades, scooters and unregistered mopeds, motorized bicycles, motor scooters, all motorized/gas/electric ride vehicles and similar apparatus and devices ("Recreational Apparatus and Devices") is prohibited on all Common Elements. Violation of the prohibited use of such Recreational Apparatus and Devices on the Common Elements will be at the user's own risk and in so doing the violator releases the Association of all liability. Violations shall be subject to fines as set forth below.

Excluded from this prohibition are such apparatus and devices used by and for the convenience, comfort and mobility of disabled persons.

#### **Concerning the use and operation of motorcycles**

Motorcycles or any other vehicle registered with a state Registry of Motor Vehicles are permitted to be operated on the paved parking lot areas by individuals holding a valid license for the use and operation of such vehicles. It is not the intent of this policy to prohibit or interfere with such use.

#### **Concerning the use and operation of bicycles**

The use of bicycles is permitted, with the requirement that helmets and any other safety apparatus required by law be worn. All bicycles should be ridden slowly and responsibly and without weaving in and out of traffic or zooming or darting out from between parked cars. Riders of bicycles must slow down when turning corners and proceed cautiously at all times. No bicycles shall be ridden on grassy, seeded or landscaped areas of the Association's property.

It is a requirement that all children be supervised for their own safety while using Recreational Apparatus and Devices, including bicycles. The safety of children shall be the responsibility of parents, guardians and the adults supervising such children; it being the intent of this Rule to eliminate conduct that disturbs the quiet enjoyment of the Association's Property by its residents. Recreational Apparatus and Devices may be walked off of the Association's Property and it is the responsibility of the user of such Recreational Apparatus and Devices to comply with any applicable federal, state and local rules, regulations and required licensing and applicable registration relating to such use.

#### **Fines:**

First Violation: Notice

Second Violation: \$25.00 for each successive violation within a 24-hour period.

**ATTACHMENT D**  
**ASPHALT POLICY**

Unit Owners are responsible for ensuring that any vehicle owned and/or operated by them or any vehicle under their control or under the control of their lessees and/or occupants of condominium units shall not be operated or parked on the condominium property which causes damage to common elements including, but not limited to, assigned unit parking spaces and visitor parking spaces as a result of vehicles leaking oil or other fluids. No vehicles leaking any type of fluid shall be parked on any Common Element.

The Trustees shall have the authority to remove any vehicle which is leaking oil or other fluids no sooner than 10 days following the date the Unit owner is given written notice by the Trustees of such problem. The costs of such removal shall be at the Unit Owner's expense.

It is the responsibility of the Unit Owner (1) to have oil leaks or other surface staining fluids spills on parking areas or roadways cleaned immediately; and (2) make every effort to correct the mechanical problem of any vehicle which is leaking fluid. If the Association has the affected parking space(s) professionally cleaned and sealed or the damaged area cut out and a new asphalt patch added, such cost will be invoiced to the responsible owner.

Failure to comply with the foregoing shall subject the unit owner to fines as set forth below:

\$ 25.00 for each violation within a 24-hour period. Note: If a car which is leaking fluids is parked in 2 or more separate spaces and causes damage, the owner will be fined for each damaged space.

**ATTACHMENT E**  
**USE OF SAND ON CONCRETE STEPS POLICY**

All stairs and steps are a common element of the Association's property and the Board has determined that **only sand can be used to treat snow and ice on the concrete steps in front of Condominium Units**. The use of chemicals, salts, including ice-melt and other compounds (collectively referred to as "deicers") to melt snow and/or prevent icing have been shown to cause rapid deterioration and breakdown of concrete steps and the use of such deicers are strictly prohibited.

Further, all Unit Owners whose replacement concrete steps are installed after June 1, 2011, shall abide by this rule and such failure to do so which subsequently leads to a breakdown of the concrete steps, will result in the Unit Owner being responsible for all costs associated with the repair and/or replacement of the steps to which deicers have been applied.

If an owner leases his unit, his tenants are also required to adhere to this policy and failure to do so which subsequently leads to a breakdown of the concrete steps, will result in the Unit Owner being responsible for all costs associated with the repair and/or replacement of the steps to which deicers had been applied.

## ATTACHMENT F

### SNOW REMOVAL POLICY

Based on facts and circumstances, the plowing company may be on the property to “open the roadways” during a storm or early in the morning before most of us go to work, etc. **THIS IS NOT YOUR SIGNAL TO MOVE YOUR CAR.**

The property will be plowed in a certain order and just because all the cars are moved from in front of a particular building, doesn't mean your building will be plowed out of order. If you move your car prematurely, **THIS WILL CAUSE A PROBLEM** unless you actually leave the property. **PLEASE BE PATIENT AND WAIT YOUR TURN.**

The order of plowing is as follows:

1. Front entrance, roadways, in front of mail boxes, on the side of Buildings 8 & 10 around the Meeting Room building.
2. In front of Buildings 1 (Units 1-8), 2 (Unit 9-16) and 9 (Units 69-75)
3. In front of Buildings 3 (Units 17-26) and 10 (Units 76-81)
4. Large Dumpster area, in front of Buildings 4 (Units 27-34), 5 (Units 35-42) and visitor's parking opposite Building 5.
5. In front of Buildings 6 (Units 43-50) 7 (Units 51-58) and 8 (Units 59-68).

Generally, the snowplow will plow in circles around the property, so it's possible that he may “dip” in front of your building on a pass. This does not mean he has started to plow in front of your building.

The snow removing crew usually consists of 6 people: 2 men shoveling, 2 men using snow blowers, 1 bob-cat operator and 1 plow operator. Based on the order of plowing as described above, the men shoveling will shovel the stoops and stairs. They will be followed by the men with the snow blowers, who will be followed by the plow and the detail work will be done by the bob-cat operator.

Following are some questions and answers to help us all understand and cooperate with the snow plowing effort.

*Question:* A storm is coming tonight, I have to get out early in the morning, can I park in the front entrance?

*Answer:* NO. If you park in the front entrance, it hinders the plowing of that area and it could prevent emergency vehicles from getting onto the property in an emergency.

*Question:* I see the plow. Should I move my car?

*Answer:* Not unless you see men shoveling in front of your building and the men with the snow blowers doing your sidewalks. Until you see this cleanup happening, you should keep your car in your parking space (unless you are leaving the property for an extended time). **HOWEVER**, when the men shoveling and snow blowing are working in front of your building you **MUST** move your car. If everyone cooperates, it generally takes them 12 to 15 minutes to clean and plow in front of a building. So do the math. If you live in Building 6 (Units 43-50) and you first see the plow clearing the roadway at noon, assume it will take them 15 minutes to clear the roadways then each of the buildings on the list before your building (areas on the list before your building are roadways, Bldgs. 1, 2, 9, 3, 10, 4 & 5) so you can assume you should move your car no earlier than at about 2:30 p.m. or about 2 ½ hours after the process begins. Moving your car prematurely greatly increases the chances of you creating a problem.

- **Please do not walk in the roadway in front of or behind the plow or bobcat.** These vehicles have limited visibility (especially backing up) the roadways are slippery and the driver

may not be able to stop to avoid hitting you. **Do not take animals out for a walk while the property is being cleared.** It's dangerous for you, your animal and the snow removing crew.

- Please **don't engage the crew in conversation.** This slows down the process. If everything goes smoothly, a 3 to 6 inch snowstorm takes about 4 hours to clear our property.
- Do not expect anyone on the snow removing crew to move your car. They don't have the manpower and it slows down their operation.
- Please be aware that there is probably going to be ice under the snow. Be careful. Avoid walking on untreated walkways as much as possible. We try to treat the walkways but when there is thawing during the day and refreezing at night, it is nearly impossible to keep up with the treatment needs. If the entire property has iced over, we have the snow removing crew come and sand the roadways and walks. If you are an owner, you have a responsibility to help keep our property safe. If you owned a home and hired someone to plow your driveway and snow blow your walk, and then there was a thaw and a re-freeze, you would not expect that person to come back and sand your walk. You would take care of that yourself. This is why we provide sand in barrels at the mailboxes and by the larger dumpsters. Keep some sand in a container (an empty coffee can is great for this) in your unit and spread it around where you see ice and where you'll be walking.
- There are approximately 20 "temporary parking spaces" (front entrance, side of Buildings 8 & 10 and back of the Meeting Room Building) and approximately 120 cars that belong to residents. The "temporary parking spaces" must be shared. That means, don't move your car to one of these spaces until it is time to move your car for the plows and then be sure to return your car to your assigned parking space once your building has been cleared (shoveled, snow blown and plowed). If you leave your car parked in a "temporary parking space" for more than an hour, then you probably either moved it too early, or you didn't return your car to your assigned space when the plowing in front of your building was done. Do not pre-park your car in a "temporary parking space" and definitely don't leave it there after the property has been plowed even if another storm is coming. The exception to this is if you lose your parking space.
- As winter progresses and we have more storms, moving snow off the roadways becomes harder and harder due to the sheer amount of snow. If necessary, we hire a bulldozer and driver and move bucket loads of snow from our huge piles as soon as possible after the property has been plowed. This company has their own regular customers, so sometimes they come a few days after we call them before they can get to our property. We apologize to those who temporarily lose their parking spaces, but there is no other alternative. If you are one of the few who loses their parking space, please try to park your car in a visitor space, or a neighbor's space who only has one car. If neither of those options is possible, then it is OK for you to park your car in a "temporary parking space" until your space has been cleared of snow.
- It is never permissible to park in front of the mailboxes or the dumpsters any day of the year for any reason. These areas must be kept clear at all times. On snow removal days, we are reserving those areas for the snow removing crew and their equipment.
- When parking is tight, after you park your car, walk around your car and ask yourself, can a fire truck pass by or is my car sticking out too much. If a fire truck could not get by, please find another place to park your car.

Thank you for your patience and cooperation.



**ATTACHMENT G**  
**CONDITIONS APPLICABLE TO THE LEASE OF A UNIT POLICY**

You may not lease your unit without prior Board approval. Massachusetts state law limits the number of units that can be rented. You must secure Board approval for each new renter.

1. The lease may not be for a term less than six (6) months (see By-Law Article VI Section 9(e));
2. The lease must name the Clearview Heights Condominium Association as a third party-in-interest thereto and provide that:
  - a. The tenant will be bound by the terms of the Master Deed, By-Laws and Rules and Regulations of the Condominium, including the provisions relating to fines for violations of the said Rules and Regulations (the Owner shall provide a signed statement from the tenant acknowledging receipt of a copy of the Master Deed/By-Laws/Rules and Regulations);
  - b. If the Owner(s) fail(s) to pay the monthly Common Area Charges or any portion thereof and said failure to pay exists for a period exceeding 30 days, the Association may notify the Owner(s) of said deficient payment and demand immediate payment to bring the Unit account current. If the Owner fails to pay within 30 days after the date of the said notice then the Association may send notice of the deficiency to the tenant (with a copy to the Owner(s)) and the tenant will pay the outstanding Common Area Charges directly to the Association and reduce the rental payment to the Landlord accordingly;
  - c. Non-payment of the Common Area Charges or failure to comply with the Condominium Documents shall be grounds for eviction by the Association but shall in no way vitiate or diminish Landlord/Unit Owner's obligation to pay said Common Area Charges; and
  - d. The Tenant may not assign the lease or sublet the Unit without the written consents of the Owner(s) **and** the Board of Trustees of the Association.
3. The use of the Property is restricted to housing for single families or for not more than two individuals unrelated by blood or marriage in each Unit and Common Elements relating thereto (see By-Law Article VI Section 9(a)).
4. No pets are permitted in the rented Unit.

## **ATTACHMENT H**

### **UNIT IMPROVEMENT POLICY**

If you are planning to finish your basement or make other improvements in your unit like remodeling your kitchen, you need to do the following:

1. Use licensed and insured contractors. Make sure you get a copy of their license and insurance coverage and send a copy to the Board.
2. You or your contractor need to obtain a building permit from the City of Chicopee Building Department. You are responsible for any costs involved.
3. You need to make sure all contractors remove all trash, building debris, packaging, etc., from the property. They are NOT allowed to use our dumpsters for any reason whatsoever.
4. Insure work is done only during normal working hours and monitor where contractors/workers park just as you would for any other guest.
5. When requested, include the project when filling out the Annual Profile as we need this information to update our master insurance coverage.

Your plans MAY NOT include any alterations to the structure or common elements of the building such as cutting support beams, relocating common water pipes, relocating wiring not specific to your unit, etc. Failure to follow this rule may result in delays in completing your project and will result in fines. If your project would involve any of these changes, appropriate application made to the Board of Directors will be considered on a unit-by-unit basis.

Please contact the Board if you have any questions.

## **ATTACHMENT I**

### **INSTALLING NEW WINDOWS OR ANY EXTERIOR DOOR POLICY**

Before you change any windows or exterior doors, you must request and receive written Board approval. Your request should be in writing or by email and should include the location of windows or doors to be replaced, the manufacturer of the replacement items, and the name of the firm installing the windows or doors.

Replacement of doors and windows should conform to the following conditions:

1. All work should be done by licensed, insured professionals.
2. Exterior of all windows and doors should conform to the color and overall look of the other similar doors or windows in the building.
3. All operable windows should have full screens.
4. Windows and doors should be caulked so no water can enter the building. The Board of Trustees reserves the right to inspect completed work to insure the integrity of the building package is maintained.
5. All construction debris and old materials are to be removed from the property and not deposited in our dumpsters.
6. A printed copy of the contractor's or retailer's invoice should be submitted to the Board for our records.

Once the Board reviews the proposal it will send you a written response either approving or denying your request.

Please contact the Board if you have any questions.