

***CLEARVIEW HEIGHTS CONDOMINIUM ASSOCIATION***

**RULES AND REGULATIONS**

AMENDED AND REVISED JANUARY 1, 2020



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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, 2020 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 6:00 p.m. on the 10<sup>th</sup> of the month are late and 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. Moving or removing a wall requires a proposal by a Structural Engineer.

5. All work done in a unit that involves a utility (electric, gas or water) must be done by a licensed and insured contractor who specializes in that field. A building permit is required.
6. Owners may not paint, stain, or otherwise alter or change the color of any exterior façade, TREX deck floor or TREX top rails. Owners who want to paint their front door, must coordinate with the Trustees. Pressure treated wood (privacy panels and railing spindles) on your deck may be stained with a cedar color stain. Stain cannot be applied to TREX.
7. 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.**
8. No hazardous, flammable or explosive material of any type may be brought into or stored in any unit except such lighting fluid (such as lamp oil) and cleaning fluids that are customary for residential use.
9. 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 the other side of the fence, the mailbox and dumpster 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. Gas grills may be used and stored in accordance with the manufacturers' instructions on decks and/or patios (concrete slabs) but not on balconies. (A balcony is a deck that does not have steps leading to the ground.) Gas grills cannot be used if there is a deck, balcony or other structure overhead. When in use, a gas grill 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 fence and railings can cause fires. Damage caused by hot grills is the responsibility of the unit owner to restore damaged area to its original condition. No more than one gas grill per unit is permitted. Renters who moved in after July 1, 2018 may not have a gas grill.

Electric grills can be used on all decks, patios and balconies by everyone.

Charcoal and wood burning or charcoal burning items, such as fire pits, hibachis, smokers and chimineas or similar devices are **NOT** permitted.

Never leave a grill unattended and consider having a fire extinguisher nearby. Grill Safety as provided by the Office of the Massachusetts Fire Marshal is to be followed at all times. See **Grilling Safety Tips From Nationwide® – Attachment B.**

3. Lawn Furniture may only be used and stored on unit decks, patios and balconies. Nothing can be stored on any other common element.
4. No garbage cans, trash barrels, trash bags, waste (including pet waste) or debris may be stored or kept outside of a unit at any time; this includes steps, decks, patios, grass and mulch areas, sidewalks or roadways. Additionally, no other personal property may be placed on or hung from windows, decks, or porches or placed upon the windowsills.
5. **All residents must recycle.** ALL boxes must be flattened before being placed in a dumpster. Clean metal and glass food/beverage cans and bottles are to be recycled. Clean plastics food/beverage containers that have either the number 1, 2 or 5 stamped on them must be recycled. Paper (not tissue paper, wrapping paper or wax paper) must be recycled. If the paper is shredded, it must be put into a paper bag before putting it into the dumpster.

No food or plant material or containers with residue food (like pizza boxes) can be recycled. Egg cartons, plastic lined milk and juice containers cannot be recycled. No packing material (air bags, Styrofoam or Styrofoam peanuts, twists, plastic bags) can be put into the recycling dumpster. No bulk items such as rugs, construction debris, electronic equipment (including TVs, radios, computer components), or 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.

Outside contractors and delivery people may NOT put anything into our dumpsters (including flattened cardboard) at any time.

6. Nothing shall be altered, stored or constructed in or removed from the Common Elements, except upon the written consent of the Trustees.
7. Owners need Board approval before planting perennial flowers and bushes (anything that will last more than one season) and once planted, they become the property of the Association. Outside plantings should not hinder or impede landscaping crews, the irrigation system, or other plants. No additives (mulch, stones, rubber mulch, etc.) may be added without Board approval. After the beds have been treated and mulched, owners may plant annual flowers (flowers that last only one season) without Board approval. Plantings must be at least 6 inches away from the grass or sidewalk.

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

### **ARTICLE III**

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

1. Owners are responsible at all times for the actions of themselves, their children, guests, tenants and pets (including visiting 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. Animals are not to be tied to the deck or railing and left unattended. Guests are allowed to bring a pet but only if the unit owner does not already have a pet. Any visiting pets must abide by the same rules as stated above. 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 all days of the year. 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. Owners of animals who damage any part of the property by digging or scratching will be responsible for the repair of the property or will be billed to have the lawn, bush or deck repaired. Failure to comply with these policies may 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 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 guests. There may be holes or deep divots in the grass area due to a broken irrigation pipe or excessive mole activity. Use caution when walking or playing in the grass. People over the age of 12 should ride their bikes in the roadway, following the standard rules of the road. See **Use and Operation of Recreational Devices Policy – Attachment D.**

**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. Our master insurance policy is an “all-in” policy with a \$5,000 deductible. If you have a claim that pertains to your unit only, you are responsible for the \$5,000 deductible. See **Insurance Resolution – Attachment E**.
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 and if required, by their water heater and furnace at all times. Smoke and CO detectors have a limited life. It is your responsibility to be sure they are up-to-date at all times.
4. In the event of fire, gas or water emergencies, call 911. Any damage caused by fire or 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 the property.
2. Motorized vehicles including recreational apparatus and devices, are to be operated only on designated roadways, and are not allowed on other Common Elements such as on the grass behind a unit. See **Use and Operation of Recreational Devices Policy – Attachment D**.
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, but only if that space has been cleared.*

4. Vehicles CANNOT be repaired, maintained, washed, worked on, etc., on any Common Elements nor can automobile parts be stored on any Common Elements including decks, patios or balconies.
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 vehicle fluid leaks. Asphalt repairs will be at the unit owner's expense if the damage is due to the resident's vehicle. See **Asphalt Policy – Attachment F**.
9. Owners will be fined for damage to their front stairs caused by unauthorized chemicals or salts or other deicing products not approved by the Trustees. Each year the Trustees will provide information about approved sand and or chemicals. See **Use of Sand on Concrete Steps Policy– Attachment G**.
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 H**.

## **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 H**.
2. If you are away during snow season or any time of day when snow and snow plowing is likely to happen, arrange to have someone move your vehicle for snow removal. Vehicles not moved for snow removal may be towed at the owner's expense and/or a fine may be levied.



**ARTICLE VII**  
**ADMINISTRATION**

1. The Board of Trustees may add to, amend or revoke these Rules and Regulations at any time.
2. Complaints, requests, comments etc. must be submitted in writing (note, letter or e-mail) to the Board or by calling the answering service to make a report or request. Making a verbal complaint, request or comment to a Trustee is not considered an official notification and may not be acted upon.
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**  
**RENTING, LETTING OR LEASING YOUR UNIT OR A PORTION**

1. Renting, letting or leasing your unit or a room in your unit must be for a minimum of 6 months and must have Board approval.
2. A copy of the Rental or Lease Agreement must be filed with the Board within 10 days of the date the agreement 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 after reading them must acknowledge, in writing, that they have read them and agree to abide by them. Forging a signature on a rental or tenant agreement is not allowed. See **Conditions Applicable To The Rent, Let Or Lease Of A Unit Or Space In A Unit Policy – Attachment I.**

**ARTICLE IX**  
**UNIT IMPROVEMENTS**

1. Owners may modify their units such as remodel their kitchen and/or finish their basements. Moving, removing any inside wall may only be done after consulting with a Structural Engineer and receiving permission from the Board. It is expected that owners will be responsible for following all local building codes including obtaining permits before making any modifications to their units. See **Unit Improvement Policy – Attachment J.**
2. Owners may install new windows and or exterior doors. See **Installing New Windows or any Exterior Door Policy – Attachment K.**

## **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, raccoons and foxes.
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. "Kiddy pools" (filled with water) anywhere on the property are prohibited. Bounce houses, trampolines and other similar structures (either temporary or permanent) are prohibited.
4. 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.
5. Nothing can be tossed over the fence without Board approval.
6. All exterior doors (including ground floor sliders) in the Garden unit buildings (Buildings 1 and 4) should be kept closed and locked at all times to ensure the safety of all residents. The front exterior common doors to units 83 & 84 and 85 & 86 should also be kept closed and locked at all times.
7. All window treatments facing common roadways must have a white or light appearance from the outside.
8. 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 pipes from freezing.

## **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. Requests must include the following information: proposed location of the dish, method of installation, and placement of wiring including where it will enter the building.

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 attached to the siding or the roof.
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**

### **GRILLING SAFETY**

The following Grilling Safety rules were put out by the Office of the Massachusetts Fire Marshal. These rules are to be followed by everyone who grills at Clearview Heights.

Each year, outdoor grilling causes an average of 10,200 home fires, according to the [National Fire Protection Association](#).

#### **Safety First**

- Always grill outdoors
- Grills cannot be used on a porch, balcony or deck with a roof, overhang or wall (other than the exterior of the building).
- Grills can only be used on open first floor porches, decks or patios if there is an outdoor stairway to the ground, or the porch is at ground level.
- Grills must be 10-feet from the side of a building unless the manufacturer's instructions say it can be closer. Make sure grills are not underneath overhanging branches.
- Place grills away from the house and deck railings.
- Keep all matches and lighters away from children.
- Keep children and pets three feet away from grills. Children should never play near grills or propane cylinders.

#### **Gas Grill Safety**

Gas grills are safe and convenient when they are assembled and used properly. Gas grills are fueled by liquid propane which is pressurized and requires special handling and storage. Read and follow manufacturer's instructions.

#### **Safe Cooking**

- Make sure the lid of the gas grill is open when you light it. Propane can build up inside and when ignited, the lid may blow off.
- If you smell gas while cooking, turn off and get away from the grill. Call 911 from a safe location. Do not move the grill.
- Always turn off the burners and close the propane cylinder when done cooking.
- Never leave a grill in use unattended.

#### **Handling Propane**

- Keep all propane outdoors, at least 10 feet away from the building openings such as doors, windows and dryer vents and 20 feet away from air intake vents and ignition sources.
- Propane may not be stored or transported through your unit or common hallway including your cellar.
- Do not smoke while handling a propane cylinder.
- Propane storage: store cylinders in an outdoor shaded area; do not leave cylinders in a vehicle; cylinders should not be used, stored or transported where they can be exposed to high temperatures.

## **Gas Grill Care and Maintenance**

Follow the instructions in your owner's manual for the care and maintenance of your gas grill.

- Check that all connections are tight before turning on the gas.
- Leaks can be detected by dabbing the connections with a solution of soapy water and turning on the gas momentarily. If bubbles occur, there is a leak that must be fixed before the grill is used. Do not use matches or lighters to check for leaks.
- Check the tubes to the burners for blockages resulting from insect nests or from grease. Use a pipe cleaner or wire to clear the blockages.
- Clean the grease trap every time you grill.
- Take tanks and grills that need repair to a propane dealer or a qualified appliance repair person.
- Replace propane cylinders that are old, rusty, or showing any other signs of disrepair.

Source: National Propane Gas Association. Propane Education & Research Council

**ATTACHMENT C**  
**MEETING ROOM RENTAL POLICY**

The Meeting Room may be rented by any owner for a fee, from April 1 through October 31 for Board approved activities or events. 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 event 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 9:00 p.m. and the Meeting Room must be closed and locked by 10:00 p.m.
4. The owner 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 anyone using the Meeting Room.
6. No tape, glue, or other sticky substances, or thumb tacks or nails may be used to attach decorations, pictures, etc., to the walls, windows, doors, ceiling (including the grids) or woodwork.
7. No more than 50 people can be in the Meeting Room.
8. Report any problems to the Trustees.
9. 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.
10. Upon the return of the door key, the Trustees will inspect and assess for damages and cleanliness. Security Deposit will be returned if there is no damage.
11. Fees: Rental Fee \$50.00. Security Deposit \$100.00.
12. See our website for rental forms.

## **ATTACHMENT D**

### **USE AND OPERATION OF RECREATIONAL DEVICES POLICY**

The term RECREATIONAL DEVICES includes but is not limited to the following: skateboards, rollerblades, bicycles, scooters, unregistered mopeds, motorized bicycles, motor scooters, all motorized/gas/electric ride vehicles, ATV's, dirt bikes, remote control toys, airplanes, and drones.

The use and operation of motorized Recreational Devices is prohibited on all common elements. Violation of prohibited use of such devices on the property will be at the user's own risk and in so doing the violator releases the Association of all liability. Violators shall be subject to fines. Devices used by and for the convenience, comfort, or mobility of disabled persons are excluded from this prohibition.

Motorcycles or any other vehicle registered with a state Registry of Motor Vehicles may 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. Motorcycles are not to be operated or parked on grass areas. Motorcycles parked in parking spots should use a kickstand block to prevent damage to the asphalt.

The use of skateboards, rollerblades, bicycles and scooters without motors on the property is permitted provided operators wear helmets. Operators of these devices should proceed slowly and cautiously at all times and avoid darting out from between parked vehicles. Children must be supervised by a parent, guardian, or other responsible adult, for their own safety while using bicycles on the property. Their activities should not disturb other residents' quiet enjoyment of their homes.

A first violation of the above policy will result in a warning issued to the offender. Second and successive violations will result in a \$25.00 fine.



## ATTACHMENT E

### INSURANCE RESOLUTION

We, the undersigned, being a majority of the Board of Trustees of the Clearview Heights Condominium Trust under Declaration of Trust dated January 30, 1989 and recorded with the Hampden County Registry of Deeds in Book 7085, Page 522 as amended ("Trust"), do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article VI, Section 6 of said Trust as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article VI, Section 6, of the Trust.
2. The Trustees shall determine the amount of the deductible which is currently \$5,000.00 for most types of losses but which may be higher for other types or losses.
3. The Trustees shall have the right to assess the deductible to unit owners as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to unit owner(s) sustaining property damage to their unit(s).
4. In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for same regardless of the cause of the claim.
5. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents and coverage for the Condominium Trust's deductible, as well as, insuring for liability and all such other coverages which said unit owner desires.
6.
  - A. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, Coverage A in satisfactory amounts, and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for the Condominium's deductible.
  - B. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
  - C. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
7. If a unit owner sustains property damage in amounts less than the Condominium Trusts Master Policy 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. The Trust 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 under the master insurance policy. The unit owner must resolve the claim with their individual insurance agent or carrier.

8. The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's master policy deductible:
  - A. Damage in excess of the Condominium Trust's deductible must be reported within 24 hours to the Management Agent\*. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
  - B. The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per paragraph 6 in this Resolution.
  - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
  - E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
  - F. 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 Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the Unit Owner. The Trust will issue payment of the applicable insurance proceeds to the Unit Owner upon the execution and delivery of a

Release by the Unit Owner of the Trust, in the form as attached hereto and incorporated herein.

*\*The term Management Agent shall include Trustees if the Association is self-managed at the time of loss.*

- G. Final payment will be made when:
- a) The Insurance Adjuster has had the opportunity to inspect all repair work.
  - b) The Trust has received the final payment from the Insurance Carrier.
  - c) The Unit Owner has signed a Release.
9. The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
10. The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.

The executed copy of this Insurance Resolution was filed at the Hampden County Registry of Deeds on September 2, 2017 in Book 21877, Page 318.

**ATTACHMENT F**  
**ASPHALT POLICY**

Any vehicle, leaking any type of fluid other than water, shall not be operated or parked on the condo property. Owners are responsible to insure that their vehicles as well as any vehicles owned or operated by their guests, lessees, or other occupants of their unit shall not be operated or parked on condo property if they leak oil or other fluids.

It is the responsibility of the Unit Owner to have oil or other fluid leaks cleaned from parking areas or roadways immediately and make every effort to correct the mechanical problem of the vehicle causing the fluid leak. 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 billed to the responsible owner.

Failure to comply with the above policy shall subject the owner to the following:

1. 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. All costs of such removal shall be at the Unit Owner's expense.
2. The Unit Owner shall be fined \$25.00 for each violation within a 24-hour period. If a car which is leaking fluid is parked in 2 or more separate spaces and causes damage, the owner will be fined for each damaged space.

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

All stairs and steps are a common element of the Association's property and the Board will determine each year the best material to be used to reduce slips and falls caused by ice. Each fall residents will be notified the approved chemical or sand/chemical combination to be used and will provide the approved material in a container in the mail structure. 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 is strictly prohibited.

## ATTACHMENT H

### 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. 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 too soon or too late, THIS WILL CAUSE A PROBLEM and can result in a change in the plowing order. 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 27-35), 5 (Units 36-42) 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 several people: shovelers, a bobcat operator and a plow operator. Based on the order of plowing as described above, the shovelers will shovel the stoops and stairs and sidewalks. They will be followed by the plow and the detail work will be done by the bobcat 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 or in a visitor's spot?

*Answer:* **NO.** Under no circumstances can cars be parked in the front entrance overnight. 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. Don't move your car to a visitor's spot prematurely.

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

*Answer:* You should clean off your car, warm it up and be ready to move it as soon as shoveling begins in front of your building. 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 shoveling begins you MUST move your car. It generally takes about 15 – 20 minutes to clean and plow the front of a building. Refer to the order of plowing above to estimate what time you need to move your vehicle.

- **Moving your car to a visitor's spot prior to a storm is not permitted**
- **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 treat 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 clear 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 deicer at the mailboxes. Keep some 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.
- As winter progresses and we have more storms, moving snow off the roadways becomes more difficult 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 it is 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's space, or a neighbor's space who only has one car with approval from the neighbor.
- 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 I

### CONDITIONS APPLICABLE TO THE RENT, LET OR LEASE OF A UNIT OR SPACE IN A UNIT POLICY

You may not rent, let or 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 duration of the rent, let or lease of your unit or any portion of your unit 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, and
  - c. 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. Rented units are 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 a rented Unit.
5. Renters cannot have a gas or propane grill on their deck, patio or balcony. Renters are restricted to using an electric grill only.



**ATTACHMENT J**  
**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. Ensure work is done only between 8:00 a.m. and 9:00 p.m. and monitor where contractors/workers park just as you would for any other guest.

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 K**

### **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 to 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 are to have full screens.
4. Windows and doors are to 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 is maintained.
5. All packaging material, construction debris and old materials are to be removed from the property and not deposited in our dumpsters.
6. Replacement sliders may be eligible for reimbursement of up to \$750 with prior Board approval.

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.