



# Kingsberry Hill Condominium

## Handbook for Owners and Residents

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## Introduction

Kingsberry Hill Condominium Trust, along with the Managing Agent, of Southeastern Property Management prepared this handbook to help you with everyday questions and highlight the expectations for community living. The purpose of these regulations is to maintain the appearance and quality of the community and the shared interests of all owners. These rules are linked directly to the Condominium documents and are within the responsibility of the Board of Trustees to maintain and update as needed. All unit owners and renters are accountable for reading and adhering to these rules.



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## Condominium Living at Kingsberry Hill

The best way to enhance the sense of community of Kingsberry Hill is to have an understanding about common issues and an understanding of community expectations.

### **What is a Condominium?**

The term condominium may be defined as a system of separate ownership of individual units in multi-unit projects.

### **What are the Common Areas and Facilities?**

The owner of a condominium unit owns, not only the unit described in his deed, but also an undivided interest in the "common areas and facilities" of the condominium which may be defined generally as those facilities which serve all owners of the units in the condominium. These facilities include land, roadways, walkways, exterior foundations, decks, exterior walls, exterior roofs, piping and mechanical systems serving the entire building. The common areas for this complex are specifically defined in the Master Deed.

**The common areas are shared by all unit owners and need to be respected by all.**

### **What are Common Area Expenses?**

There are certain expenses for the overall operation of the condominium for such things as electricity, water, and maintenance of the grounds, maintenance of the building, personnel and insurance. These are called common expenses and are shared by all of the unit owners according to each owner's respective percentage interest in the condominium. This percentage interest, known as the beneficial interest, has been predetermined based on the value assigned to each unit. Such common expenses are paid on a regular basis (usually monthly) directly to the Association in the Condominium fee. These fees are determined by the Board of Trustees and shared with unit owners at the annual meeting. From time to time, the Board of Trustees may need to assess each homeowner additional fees to cover unexpected expenses not covered in the budget. These fees may include excess snow removal expenses beyond the budgeted amount or other unexpected repairs/replacements needed to maintain the infrastructure within the community.

### **Summary**

In some respects, ownership of a condominium unit is no different from ownership of a single family home. Instead of owning a house and land, the condominium unit owner owns his or her unit from the studs in, together with the percentage interest in the common areas. Like the owner of a house, the condominium owner may mortgage his or her unit independently of any neighbor.

A condominium becomes an effective organization upon the recording with the Registry of Deeds of the B-Laws, Master Deed, and any plans required by the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

There is a 10% rental limit within the community which requires any owner to get approval from the association before entering into any rental agreement. See page 16 for details on Third party rentals.

## Moving Into a Unit

The process of moving in or out of a unit needs to be addressed carefully, as there are many details to coordinate.

**Your move- in or out- date must be given to management at least one week in advance of your move.** Any damage that is caused to the building or grounds as a result of moving in or out will be repaired at the owner's expense and will be due and payable within 30 days. Trucks or motor vehicles are prohibited from mowed grass areas or in the rear of any of the buildings.

### Keys

1. Unit Door Keys – these should be delivered to you at the time of closing by the seller
2. Mailbox Key – Should also be delivered to you by the previous owner
3. Association is not responsible for any keys pertaining to the unit or mailbox

### Mail

You should notify the U.S. Post Office of your new address. It is advised to notify them two weeks in advance to allow for new delivery. Your address should clearly indicate the unit number.

### Services

You should notify all utility services to switch over the meters to your name as of the day following closing.

### Telephone

If you will have a land line telephone service, the provider should be notified 10 days in advance of your move-in date to have your service initiated.

### General

It is necessary to provide the Association Management Company with the following information: names of permanent residents, unit phone numbers, and work (day) phone number, emergency contacts, auto information (description & plate #) and Email address (if available).

**The Unit Owner/Renter Registration Form (Attachment E) is to be completed and returned to the Management Company. The Association Management Company should also be notified whenever this information changes.**

## Management of Kingsberry Hill

### **Southeastern Property Management (SPM)**

The Board has engaged the services of Southeastern Property Management to work under the direction of the Trustees to carry out the actual management and maintenance responsibilities.

To notify or share any questions or concerns, please write or call:

**SOUTHEASTERN PROPERTY MANAGEMENT**  
**P O Box BG**  
**Norton, Ma. 02766**  
**(508) 286-0095**

spm@southeastern-property-management.com

### **SPM Responsibilities**

Included in these responsibilities are the collection of the Common Area Charges (condominium fees), maintenance of the common areas (as previously defined) and restoration projects as needed.

### **Contact Information**

If you have a problem which you believe is a common area problem, or which will affect the common areas, you should contact the management office (see above)

### **Maintenance Calls**

In order for Southeastern Property Management to respond to a concern, every maintenance call must be placed through the office. **Please do not request condominium services directly from the Association's vendors or Trustees. Regular business must be taken up during the standard workweek.**

## Emergencies

### IF YOU HAVE AN EMERGENCY THAT REQUIRES IMMEDIATE ATTENTION:

***Contact Southeastern Property Management 508-286-0095***

**During normal daytime hours, the Management Company will return all non – emergency calls within 48 hours**

**There is an emergency number listed when you call the main number. This number is only to be used for true emergency situations and will be responded to promptly. *When calling in an emergency, please be sure to leave your name, telephone number, unit number and a brief description of the situation.***

#### **Fire**

It is very important that you and your family practice fire/evacuation procedures in the event of an emergency. Take note of the fire pull station nearest to your unit.

All units are equipped with smoke detectors, which should be tested once a year. If you hear the alarm sound, NEVER assume that it is a false alarm. Always implement your plan of evacuation.

If a fire breaks out, escape quickly and then call the fire department. If the fire is in your unit, close the door behind you as you leave. This will keep the fire from spreading quickly.

The Norton Fire Department can provide you with many free pamphlets. The Trustees, the Management Company and the fire department strongly encourage you to make use of this information. If a member of your family is handicapped, or has some other condition that may make a quick evacuation difficult, it is important to notify the fire department and the Management Company.

#### **Electricity**

Within each unit there are electrical panels that contain a number of circuit breakers. Occasionally these circuit breakers may trip cutting off power to a particular room or appliance or the whole unit. They usually can be reset at the box within the unit. If they keep tripping, the circuit breaker may be faulty or the circuit may be overloaded. The maintenance and repair of the electrical system within the unit is the responsibility of the unit owner.

#### **Heat, Furnaces and Hot Water**

Each unit has an individual heating and hot water system. If these units are not properly maintained, they may fail prematurely. Please keep in mind that each unit owner is responsible for the maintenance and repair of the heating and air conditioning equipment and the hot water system. **If there is a need to replace the heating system, the new furnace must be vented the same as the original unit. No additional openings can be placed in the front of the unit. Air conditioning units must also be replaced with units that are similar in appearance to the unit being replaced. The management company must be notified of these replacements or improvements.**

**Water Leaks**

Leaks from plumbing fixtures (i.e., faucets, toilets, washing machines, water heaters, etc.) inside the unit can create serious damage to other units or common areas. **If you discover a leak and you need to turn off the water source to your unit, there is a valve in the basement between furnace and hot water tank that will shut off the water coming to your unit. Unit owners are advised to know the location of the shut off valve.** Although these repairs within the unit are the owner's responsibility, you should also notify the Management Company immediately, if you suspect the leak has also affected another unit.

Leaks from rain or snow storms for the most part can only be fixed when the rain has stopped and the affected area has been able to dry. If during a storm you are getting a serious leak notify the Management Company. If it is not a serious leak, then notify management following the storm.

**Wind Storms**

It is advisable to properly secure or totally remove all patio furniture and fixtures that may be susceptible to being blown about.'

**Gas Leaks**

As all units have both gas heating and hot water systems, please notify the gas company **immediately** whenever you note any gas odor. **Please also notify the management company following the gas company notification.**

## Rules and Regulations

*March 2005*  
*Amended and Restated*  
**RULES AND REGULATIONS**

These Rules and Regulations have been established to:

- ❖ Replace all earlier versions of Kingsberry Hill Condominium Rules and Regulations and all earlier versions are rescinded in their entirety.
- ❖ Ensure the peaceful and enjoyable coexistence of all that own or live in our community.
- ❖ Maximize the investment potential and value of our condominium life.
- ❖ Care for and protect the personal safety of all that live in, visit, or pass through our community.

### **Introduction**

These Rules and Regulations have been set forth to ensure the enjoyment of condominium life and provide clear direction for all unit owner about expectations for living within the community. All Unit Owners are expected to be familiar with the Master Deed and By-Laws governing our Association, along with these Rules and Regulations, so that each of us can fully understand the responsibilities we agree to as a member of this community. With this understood, each Unit Owner is expected to uphold their responsibilities and respect the rights and privileges of their neighbors as fellow members of our community.

All Unit Owners are encouraged to share these Rules and Regulations with visitors and guests and **mandated** to share them with renters.

Communication is the key to a peaceful and enjoyable condominium lifestyle. The presentation of these Rules and Regulations will provide insight on the intent and suggested methods to report areas of concern or complaints. Failure to observe these regulations can result in warnings, fines or more severe actions as provided for in the Master Deed and or By-Laws of our Association and these Regulations.

### **Method of Communication**

Concerns, observations, suggestions, and complaints can be shared by phone to the management company. Formal complaints or request for any changes must be made in writing to the management company. Other specific issues may need to be documented in writing upon the request of the management company. Attachment C contains Property Management information and Trustees information.

### **Antenna Installations**

A reception antenna is defined as an antenna, satellite dish, or other structure used to receive video-programming services intended for reception in the viewing area.

A transmission antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.

Refer to Attachment A  
G for antenna definition and installation.

### **Bird Feeders**

No birdfeeders are allowed in the front of any Unit. Each Unit may place a birdfeeder at the rear of their unit at the tree line. . At no time will the birdfeeders or bird baths be allowed to be attached to the building, deck, deck posts, or shrubbery around the Unit or placed on or under decks.

### **Exterior and Common Areas**

The following are general guidelines regarding the exterior and common areas.

- Nothing shall be altered or constructed in or removed from the common areas by any unit owner or associates.
- Nothing will be done to the common areas or exterior of any unit that will impair the structural integrity or cosmetically change any of the buildings or surrounding grounds without the written consent of the Trustees.
- No exterior shutters, awnings, or window guards are to be used in or about the building, balconies, porches, or decks.
- No unit owner or tenant will paint or do any work on the exterior surfaces of the condominium or make any alternations or conduct any improvements to the exteriors or landscaping of the buildings, or property, or common areas unless specifically authorized by the Board.
- No trees or other landscaping will be felled or uprooted by any unit owner or tenant.
- No one is allowed to alter or prune the landscaping around his or her unit. Any proposed alterations or additions to the landscaping must be submitted with detail to the Board in writing. *Lawn ornaments of any kind are strictly prohibited.*
- The common grounds are for the enjoyment and use of residents and their guests. Treat them with respect and keep noise to a minimum. Outdoor activities should take place in the rear of units.
- Children should always be supervised by an adult and should play only in the rear of units
- In the event of an emergency, the unit owner will be responsible for any damages resulting from a forced entry into a unit. The unit owner will not hold the Manager,

Trustees, or its agents, or other designated representatives (such as fire or police departments) liable for any damages under these circumstances.

- No flammable, combustible or explosive items, except those that are normally kept in residence, shall be kept in any unit, under decks or on the common elements. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance, which will result in the cancellation of any insurance or which would be in violation of any law.
- Nothing can be stored under the rear decks.
- Noise offensive to other unit owners will not be permitted. No resident shall play upon, or operate any device in their unit between the hours of eleven o'clock PM and the following eight o'clock AM if the same shall disturb or annoy other occupants of the building.
- Toys are not permitted to be left on the lawns, walkways, driveways, streets, porches or common areas. This can present a serious safety hazard.
- No tents, awnings or temporary structures are allowed on grassy areas in either the front or rear of units without prior approval of the management company and board of trustees.

### **Gardens**

Flowers may be planted in the front shrub bed only as defined by the Association or their Landscaper. At no time are unit owners allowed to expand the shrub beds or create new planting areas. No grass is allowed to be removed for the purpose of expanding a planting area.

### **Latticework**

At no time is latticework to be installed on the rear decks.

### **Motor Vehicles**

Residents are prohibited from parking vehicles with commercial plates or lettering, panel vans, and pick-up trucks over ½ ton on the property. Motorcycles cannot be parked outside any units or stored under rear decks.

- Driving of motorized vehicles is restricted to the streets. Snowmobiles, ATV's, dirt bikes, or other motorized vehicles cannot be operated on common grounds, trails, grass, mulch, or landscaped areas.
- **NO** repair work or routine maintenance of vehicles can be done in your driveway or common area.
- Vehicles with loud mufflers or exhaust problems are not permitted in the Condominium complex.
- Car radios must be played at a volume that will not disturb other residents.
- All vehicles must have a current Inspection Sticker and Plate Registration Tag. All vehicles must be in working order and able to move under their own power.

## Parking

- Only 2 parking spaces (2 vehicles) are allowed by any unit owner or renter.
- All residents must make full use of their garage and driveways to the fullest extent as determined by the Board.
- **Parking on the street or grass is prohibited at all times.** Vehicles parked in unauthorized parking spaces, on the roadway or vehicles not properly registered will be subject to tow and the unit owner will be subject to fines.
- There are visitor parking spaces at the end of the first side roadway as you enter the community and at the end of the main roadway. On-street parking is reserved for those unique situations when all visitor and driveway space are fully utilized. If vehicles are found parked on the roadway or grass, the unit owner will be subject to fines.
- If an owner has a unique situation requiring additional parking, the management company must be notified twenty four (24) hours prior to the situation.
- Parking is permitted on flat paved surfaces, only. No vehicles should ever be parked on the berms, grass, mulch or other landscaped areas.
- All vehicle owners must have their vehicles off the street anytime plowing or sanding is expected or in progress. See snow removal procedure. Failure to move vehicles when plows are on property will result in the vehicles being plowed in and fines to the unit owners.
- No RV's, boats, trailers, or vehicles with any type of advertising are allowed to park in the driveways, or on the streets within the Condominium. (This does not apply to delivery trucks or maintenance vehicles performing a service for a unit owner.

## Speeding

Due to the thickly settled area, narrow streets and absence of sidewalks, it is critical that we drive safely.

The speed limit in the Condominium is 15 MPH.

A fine of up to \$50.00 will be assessed immediately upon violation of this rule above 20 MPH.

## Snow Removal Procedure

- The snow removal vendor will be responsible for plowing and sanding the roadways as needed during a storm.
- For the end unit owners who need to have their driveways plowed out early when the roadways are cleared, we ask that you leave your garage light on and insure that no cars are parked in your driveway. Driveways with parked vehicles will not be plowed.
- For the clean-up of the general parking areas, the vendor will honk to alert homeowners to move their autos around 8:30 in the morning, **but the timing will vary based on the timing of the storm. We ask that homeowners not move their cars into the roadway until directed to do so by the plow drivers.** There will be a

systematic clean up if all homeowners move their vehicles when asked to do so by the plow drivers. Before moving your vehicle to the street or to the spaces at the end of the buildings, please ascertain the vendor's location on the property. If the streets get congested with vehicles, the plows will not be able to maneuver within the property. If you move your vehicle to someone's parking space or driveway to allow the vendor to clean out your area, move it back to your own space immediately after the vendor has cleaned out your area. **As a courtesy to owners in end units, please notify them before parking in their driveway and cutting off their path in or out. Once your building's parking area is cleared, please return your vehicle to your parking spot.**

- **Do not block the snow storage area at the end of the street in front of building #5 (Units 25-30). No parking is allowed in this area during winter storm periods.**
- If homeowners are going to be away please make arrangements for a neighbor to move your vehicle or leave your vehicle in a visitor parking space.
- **Failure to move vehicles when the snow removal begins will result in your vehicle being plowed in and the unit owner receiving a fine of \$25 per occurrence.**
- The vendor is responsible for sanding walkways, driveways and roadways dependent on predicted and actual weather conditions. This procedure is for safety and liability, so please do not direct the vendor to do anything differently.
- If you have any questions about the condition of the roadway, your driveway or the plowing in general, please contact the property management office and do not approach the plow drivers directly. The property management number is 508-286-0095. The outgoing voicemail at that number includes a number to be used in case of emergency

### **Pets**

- **There is a limit of 2 dogs per unit.**
- *All pet owners must fill out the pet registration form attached at the end of the Rules and Regulations and submit it to Southeastern Property Management.*
- ***All owners of cats and dogs must supply a certificate of a rabies vaccination.***
- All dogs must be licensed in the Town of Norton and the leash laws of the town must be complied with. **No dog may exceed 30 pounds.**
- Dogs must be on a hand-held leash (no longer than 8 feet in length) when outside. They may not be tied to any structure, trees, ground posts or runs, in the common areas.
- Pets are not allowed to excrete on any common area other than the wooded areas behind the units. The front common areas cannot be used to curb pets. Solid waste must be cleaned up and disposed of immediately by the owner. Failure to curb pets properly can result in fines to the owners.
- Any costs or repair damages to the common areas caused by a pet will be charged to the respective pet owner.

- Habitual barking is not allowed.
- Actions or behaviors of any kind from pets which offends or diminishes the quality of life at Kingsberry Hill will not be allowed and will require removal of the pet from the property.

### Trash

- **Trash cannot be stored on porches or decks of units.**  
All trash and or garbage must be placed in the dumpster in such a time frame and manner so as not to present a hazard or inconvenience to any unit owner. **Nothing is to be placed outside of the dumpster or its enclosure.** Only common household trash can be placed in the dumpster, No bulk items such as appliances, water heaters, computers, furniture or toxic materials are to be placed at the dumpster. Please close the side door and top of the dumpster to ensure no wild animals get into the container. Residents observed dumping more than household trash can be subject to fines.
- No composting is allowed within the complex.

### Unit Adornments or Attached Items

- Any adornment to units should be limited to the unit doors, (no adornments to windows, outside walls, etc.). Only 2 flowerpots may be used at the front entrance. In deciding upon adornments, unit owners should be guided by their own good taste, keeping in mind the overall aesthetics of the complex and the pastoral Condominium look. In the event that embellishments are deemed to be inappropriate by the Trustees, the unit owner responsible for the decorations will be required to dismantle and remove said adornments from public display. Specific holiday decorations should be confined to wreaths and removed within one month after the holiday.
- No clothes, sheets, blankets, laundry, towels, rugs, or similar articles are to be hung out of the unit, draped over deck railings, or otherwise exposed on any part of the common areas.
- No commercial sign, notice or advertisement is to be inscribed or exposed in any window, door, or other part of the buildings, nor on any common area.
- **The colonial window grids and screens provided with each unit are to remain intact to present a uniform appearance throughout the Condominium.**
- No antennas of any type shall be attached to or supported from the exterior of the buildings. (See Antenna Resolution).
- Window air conditioning devices and or window fans are prohibited.
- Unit doors, windows and garage doors of units are the responsibility of the unit owner. Any changes to these items, however, must be totally consistent with the current appearance of the doors, windows and garage doors. **The management company must be notified and the Trustees must approve any changes prior to work commencing on the changes.**

### **Third Parties (Rentals)**

Only 10% of the total units within the community may be rented at any time. This means that at no time will there be more than 4 units rented within the complex. The management company must be notified of any intent to rent a unit to insure that this number is not exceeded.

Unit owners must provide renters with these rules and regulations and any notices that are provided to unit owners.

In the event that any Unit Owner rents his or her unit to a third party, all of the Owner's rights to use the common areas and facilities shall vest automatically in such third party exclusively. Without limiting the generality of the foregoing, **no Unit Owner who rents his or her unit to a third party may either use the Condominium's common amenities or use the common parking areas at any time during which the unit is rented and/or occupied.**

## General Information

### **Decks and Patios**

Decks and patio areas are considered common areas, with the owner possessing exclusive right of use. Each owner is responsible for the condition of his or her area. During the winter season, deck furniture must be removed or secured. Your deck, patio area and porches are not storage areas for tires, bicycles, tools or any other items. While the unit owner is responsible to keep the decks and patios free of storage, snow and ice buildup, the Board of Trustees is responsible for the maintenance, repair and replacement of the decks. Owners are responsible for reporting any need for repair.

### **Deliveries**

When making arrangements for a delivery, make certain the delivery company has the appropriate insurance. Both the delivery company and the resident are responsible for any damage to the common areas which occurs during a delivery or pick-up. **Vehicles are prohibited from driving on the grassy areas or in the rear of buildings**

### **Extermination**

If you suspect that you have a problem with rodents, bees or other pests, call the Management Company to schedule an appointment with the exterminator to assess the problem. Contact the Management Office for details.

### **Fire Prevention System**

Each Unit has an individual electrically powered smoke detection system that alarms within the unit only. This system is not wired to the fire department. Open your porch or exterior door or windows and fan the detector to disperse any smoke. In the event of an emergency, you must call the Town of Norton Fire Department when the system is activated. Call the fire department and leave the building at once. The fire department should arrive within a short period of time. Please notify neighbors if time and safety permit.

### **Heating and Cooling System**

Each unit has an individual gas furnace with remote electric or gas powered air compressor for air conditioning. The duct system circulates air for both heating and cooling and is controlled by a thermostat. The electricity to each unit is individually metered. Consult your owner's guide for detailed operating instructions.

To properly maintain the heating unit, it is suggested that the filter be replaced every month. The filter may be located at the base or side of the unit and slides out. If needed, replacement filters can be purchased at a local hardware store.

**If there is a need to replace the heating system, the new furnace must be vented the same as the original unit. No additional openings can be placed in the front or the unit. Air conditioning units must also be replaced with units that are similar in appearance to the unit being replaced. The management company must be notified of these replacements or improvements.**

If you vacation during the winter remember not to turn your furnace off. Just turn the thermostat setting to no less than 55 degrees, otherwise the pipes can freeze and burst.

**Laundry Facilities**

Each unit is equipped with hook-ups for a washer and dryer.

**Mail & Deliveries**

**The mailbox is located next to the dumpster area. There is a letter drop box from which mail is taken each day by the postman.**

**Maintenance**

Any maintenance concerns or questions are to be directed to the Management Company. As in a private home, you are responsible for the repair and maintenance of the interior, doors, and garage doors of your unit.

Common area maintenance concerns or service requests should be reported to the Management office.

## Schedule of Action

Communication and reasonable discussion should resolve all violations of the Rules and Regulations. However, failure to successfully resolve the complaint would require the Trustees to take action against the Unit Owner who refuses to comply with the requirements of the Association.

### **Schedule of Action will be as follows:**

#### 1<sup>st</sup> Step

Verbal communication with the violator to bring the situation to a resolution. For parking violations this may occur through a phone conversation or a note on the vehicle.

#### 2<sup>nd</sup> Step

With the exception of parking violations, written warning with a time frame for resolution and proposed fine to the violator. In order for the Board or Property Manager to take any action, all complaints from unit owners must be put in writing. For parking violations, phone or verbal notification will serve as the final notification

#### 3<sup>rd</sup> Step

Assessment of fine.

#### 4<sup>th</sup> and Final Step

Collection of fine or action required by the Master Deed and or By-Laws of the Association.

### **Fine Schedule**

Unless otherwise stated in an individual rule, fines will be assessed as a last resort, and only after violators have been given adequate opportunity to defend themselves and bring the situation to a resolution. The fine schedule is as follows:

Any violation involving common areas will require the violator to be held responsible for the full cost of restoring the common area to its original state or repairing the damage as a result of the infraction.

**The fine for each violation \$25.00 a day per occurrence or until the violation is resolved**

## Condominium Fees/Common Area Charges (CAC)

The cost to operate the condominium is paid monthly by every unit owner according to his/her percentage of beneficial interest in the property. This interest is specified in the Master Deed. Kingsberry Hill, is a nonprofit organization that is dependent upon fee income to pay its bills. Each month these fees (CAC) are collected and bills are paid. Payments must be made promptly on or before the first day of every month.

All payments should be made out to, "Kingsberry Hill Condominium Trust", and mailed to:

***Kingsberry Hill Condominium Trust  
c/o Southeastern Property Management  
P. O. Box BG  
Norton, Ma. 02766***

To assure proper credit, mark your unit number on the check. DO NOT make payment out to Southeastern Property Management.

### **Late Fee Policy**

In accord with the powers vested in the Trustees under our Rules and Regulations, the following procedures will apply in any cases where a unit owner does not make his/her payment of maintenance fees and assessments in a timely manner:

All common area payments are due on the 1<sup>st</sup> of each month for that month.

If payment is not received by the 15<sup>th</sup> day of the month, a late charge of \$25.00 will be added to the account of the delinquent unit owner. Non payment of the late charges shall also be subject to a \$15.00 per month penalty.

If payment has not been received by the 60<sup>th</sup> day from the original due date, legal action may also be initiated. In addition to the amount owed in fees and late charges, the Association will seek to recover all legal costs associated with the action taken against the delinquent owner.

## **Kingsberry Hill Association**

Kingsberry Hill, was established by a Master Deed which is recorded in the Bristol Northern County Registry of Deeds in Book 3591, Page 234.

The condominium property is divided into 40 residential units. The legal address is Kingsberry Hill Condominium, 283 East Main Street, Norton, MA 02766.

The condominium property contains common areas in which the unit owners hold an undivided interest and which Kingsberry Hill owns. These common areas basically consist of grounds and utility mains. For a detailed description of the exact common areas please refer to your Master Deed.

The Association is governed by the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and by the various articles of the Association.

## Trustees

The By-Laws provide that elected Trustees sometimes referred to, as “The Board” will regulate the management of the property.

The Board consists of up to five, non-paid unit owners who volunteer to donate their time to running the property. These positions are filled by vote from the unit owners at the annual meeting.

There are three (3) one-year terms, one (1) two-year term, and one (1) three-year term. At the first meeting following an election, the Board elects its officers: President, Treasurer, and Clerk.

Current names and phone numbers of all Trustees will be shared at the Annual meeting or by contacting the Management Company.

The Management Company is the first point of contact for unit owners with any questions or concerns. If you believe you have not reached resolution through the management company, then a trustee may be contacted.

### **Purpose**

The Trustees represent the interest of the unit owners and have been chosen to maintain the economic and physical condition of the condominium.

### **Power**

According to the By-Laws, the Trustees are given very specific powers in dealing with the Association property. The overall role of the Trustees is to protect, maintain and enhance the property through sound business decisions made after they have had the chance to review information presented to them from the managing agent or other consultants hired by them. They also direct the managing agent in its responsibilities at the property.

### **Annual Meeting**

The annual unit owners’ meeting is held by the end of May each year. Meetings may be scheduled earlier within one year of the month of the last annual meeting. At this meeting vacant positions on the Board are filled and the operating budget for the year is reviewed. This meeting is also an occasion at which all unit owners are assembled to discuss the past, present and future operations of the condominium, review the progress of specific projects and provide a general update of the activities of the condominium. The annual meeting is not a forum for discussing issues related to individual property owner issues. Such issues should be directed to the Management Company at the time of the occurrence.

## Condominium Documents

As previously noted, Kingsberry Hill has been created and is governed by the recording with the Bristol Northern County Registry of Deeds. A brief description of these and related documents is listed below.

### **Master Deed**

The Master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium, Chapter 183A, of the Massachusetts General Laws. These laws designate that the required contents of this document, which include complete descriptions of the land and buildings are to be dedicated to the condominium use, and of common elements, and the proportionate interest of each unit therein. These include floor plans, a statement of the purpose for which the building and units are intended, the method of amending the Master Deed, and the name of the organization which will manage and regulate the condominium. A committee known as the Trustees who are unit owners and elected by unit owners governs the Association.

### **Unit Deed**

The Unit Deed is the instrument by which a unit must contain all the normal elements of a deed. In addition, Chapter 183A requires that it include a reference to the condominium, a description of the land or the address of the property, the designation of the unit in the Master Deed, a statement for the uses for which it is intended and any restriction on its use and the interest of the unit in the common elements of the condominium. Note that the initial deed of each unit must also have attached a copy of the floor plans recorded with the Master Deed showing the designation of the unit being conveyed and adjacent units and depicting the layout, location, dimensions, approximate area, main entrance to the unit as well as the immediate common area to which it has access.

### **By-Laws**

In contrast to the Master Deed, which is limited to a description of the basic structure of the condominium, the Association's By-Laws set forth the day-to-day operating procedures under which the condominium will be run. The By-Laws include:

1. The method of providing for the necessary maintenance, repair and replacement of the common elements and payments thereof.
2. The manner of collecting from the unit owners their shares of the common expense.
3. The procedure for hiring all personnel, including whether or not a managing agent should or may be engaged.
4. The method of adopting and amending the administrative rules and regulations governing the details of the operation and use of the common elements.
5. Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements not set forth in the Master Deed.
6. The specific requirements for obtaining funds for the repairs, maintenance, and upkeep of the common areas which are to be financed by all unit owners through a regular or special assessment paid to the Association in accordance with each unit's percentage interest. It should be noted that each owner's share of these expenses constitutes a lien upon the owner's interest in common elements. This provides the Association with the necessary means to assure collection of the common funds.

In addition to the various provisions required by law, the By-Laws includes many other provisions deemed necessary for the management and regulation of the Association. These include items such as procedures to be followed in the case of reconstruction after a fire or casualty or in the case of condemnation, as well as items based on the needs and characteristics of the condominium.

## Condominium Insurance

### Master Policy

*Master Policy: Kingsberry Hill Condominium Association* (the Association) as stated in Article V, Section VIII, of the Declaration of Trust, maintains Master Policies of casualty and physical damage covering both common areas, facilities, and units.

### Certificate of Coverage

A certificate of the coverage maintained on behalf of the Association can be secured by contacting the current Insurance Agent for the condominium. Agent information is as follows:

**Name:** John J. Prudente Agency  
**Address:** 1207 Commercial Street  
Weymouth, MA 02189  
**Telephone:** (781) 337-3381  
(781) 340-1299 (fax)  
**Website:** [www.pruins.com](http://www.pruins.com) for the agent  
[www.icerts.com/unitowner](http://www.icerts.com/unitowner) for insurance certificates

When you call, you should have the following information available in order to expedite your request:

1. Unit Owner's Name or New Buyer's Name
2. Number of Unit
3. Mortgagee name and complete mailing address
4. Loan or reference number

### Home Owner Policies

Each unit owner is advised to carry a HO-6 Policy. It is the sole responsibility of each individual unit owner to insure his/her own personal effects/contents, personal liability, unit improvements and coverage for the Association's deductible.

All unit Owners should purchase a HO-6 Policy. The coverage must be coordinated between the individual HO-6 and Master Policy. Your agent will need to know that our Master Policy provides blanket coverage and is written on a single entity basis. It includes installed fixtures, interior walls, fixed appliances and additions, including those used exclusively by an individual unit owner. Installed items include wall-to-wall carpeting, domestic appliances, wall coverings, cabinets and plumbing fixtures.

We strongly recommend the basic HO-6 Policy be endorsed to add HO-32, which extends perils insured against from a "named peril" basis to an "all risk" coverage, although some limitations still remain. This coverage will generally provide the owner with coverage for the Association's deductible. Discuss particulars with your agent. Unit owners should also consider a HO-35 – Loss Assessment Coverage.

*Note: These comments are intended as a guide for unit owners to assist them in developing a proper personal insurance program. We recommend to all unit owners to review their own personal insurance requirements with their insurance agent.*

## **Investor Units**

Liability is the responsibility of the unit owners. Often liability may be added to the policy covering the investor's primary residence. Investors should also secure coverage for rent loss in the event that a unit becomes uninhabitable. The Master Policy and the Association will not honor any claims for the loss of the rents. It is also recommended that unit occupants purchase HO-4 Tenant Homeowners unit policy.

## **Identifying Master Policy Claims**

When a unit owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The unit owner should notify their Homeowners Insurance Agent. The deductible for items covered by the Master Policy shall be apportioned, as provided for in the Master Deed and By-Laws. The unit owner is responsible for all personal property, improvements, rent loss, etc., not covered by the Master Policy. If the damage to the areas covered by the Master Policy is less than the deductible, then the loss shall be governed by the aforesaid Master Deed and By-Laws.

## **Processing a Master Policy Claim**

The following steps should be followed when damage occurs in a unit and you are filing a claim against the Master Policy:

- a) Report the damage within 72 hours to the management agent. Failure to report claims promptly may result in the claim being denied by the insurance carrier. The Association will not honor claims that are denied by the carrier because of failure to report in a prompt fashion. Unit owners should also notify their individual insurance carrier at the same time.
- b) The management agent will notify the association's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of the unit occupants, the management agent will secure approval for those repairs from the Insurance Carrier.
- c) The management carrier will instruct the unit owner to secure bids to repair the damage. These bids are to be submitted to the management agent with a cover sheet itemizing the costs and totaling same. This sheet must contain the unit owner's signature.
- 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 the management agent. The Board 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 the costs rests with the Insurance Company. The management agent will work with the unit owner and insurance company during this period to finalize the scope of work.
- f) Once all parties agree 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 Association request payment of the claim in order that the unit owner has fund to initiate restoration work. If the insurance carrier forwards this amount to the Association, then the Association may pass the benefit of this early payment to the

unit owner. The Association will never release more than 50% of the total claim prior to the signing of a release by the unit owner.

- g) If damage affects the structure or marketability of the unit, it is the right of the Board to inspect the area in order to ensure the proper repairs have been made.
- h) Final payment will be made when:
  - The insurance adjuster has had the opportunity to inspect all repair work.
  - The Trust has received the final payment from the Insurance Carrier.
  - The unit owner has signed a release.

## Moving Out of a Unit

### **Moving Out Procedures**

Your anticipated move out date must be given to management at least one week in advance of your move. Please review page 7 for moving in and out procedure,

Any damage that is caused to the building or grounds as a result of moving out will be repaired at the owner's expense and will be due and payable within 30 days.

### **Keys**

Keys should be given to your realtor or the new owner. Be sure to include all unit door keys, and mailbox keys.

### **Services**

You should notify all utility services to switch over the meters to the new owner's/renter's name as of the day of the closing.

### **Telephone:**

Phone provider should be notified 10 days in advance of your moving out date to have your telephone service discontinued.

### **Mail**

You should notify the U.S. Post Office that your mail should be discontinued or forwarded to your new address. It is advised to notify them two weeks in advance to allow for new delivery.

**Attachment A**

**KINGSBERRY HILL  
RESOLUTION  
ANTENNA INSTALLATIONS**

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**WHEREAS**, the Kingsberry Hill Association, Inc. under Declaration of Trust, Bylaws, and Rules and Regulations dated October 2, 1987 and recorded in the Bristol Northern County Registry of Deeds in Book 3591, Page 234; and

**WHEREAS**, Article \_\_\_\_\_ of the By-Laws of Kingsberry Hill Condominium Association empower The Trustees to adopt Rules and Regulations,

**NOW THEREFORE, BE IT RESOLVED THAT** the Kingsberry Hill Condominium Association; will enforce said Declaration, By-Laws and Rules and Regulations with the following procedure:

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 is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Commission standards for radio and frequency radiation. Structures similar to Reception Antennas are any structures, device, or equipment that is similar in size, weight, or appearance to Reception Antennas.
- (b) **Transmission Antennas** mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.

2. Installation:

- (a) No resident shall install a reception antenna on any portion of the common areas and facilities unless the area is limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the condominium.
- (b). A Reception Antenna which encroaches on the air space of another owner's unit or limited area or onto the general common areas does not comply with this rule.
- (c). Tenants must obtain the written permission of the owner before they may install a reception antenna on any limited common areas as defined in the Master Deed within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:

(a). Reception Antenna shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than 18 inches 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 high must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c). Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this rule shall require a reception antenna to be installed where it precludes reception of an acceptable quality signal.

(d). Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, safety equipment, electrical panels, or other areas for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

(e). Reception Antennas and similar structures shall not be placed within two feet of electrical power lines and in no event shall they be placed in an area where it can be reached by the play in the electrical power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f). If the Reception Antennas are allowed to be placed on the building, they must be painted to match the color of the building. In addition, the Board may require a resident to install inexpensive screens or plants to shield the reception antenna from view.

(g). Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.

(h). The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (1). repair, maintain, remove, and replace the Reception Antenna; (2). repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (3). pay for medical expenses incurred by persons injured by the installation, existence, or use of the Reception Antenna; and (4). reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installing contractor which shows satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional insured.

(I). Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and have guy wires securing the device to the building or ground if said building or ground area is limited common element. Otherwise, guy wires 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.

(k). Process and Procedure

(a) In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having jurisdiction over the matter. In the event that the FCC or court determines that there has been a violation, a fine of \$50.00 shall be imposed. If, after the FCC or court determination, the violation has not been corrected within a reasonable time as determined by the Board, additional fines of \$10.00 a day shall be imposed. To the extent permitted by the FCC, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

4. All installations must be approved by the Board in writing prior to any work commencing.
5. Installation of antenna masts if required: Prior to the commencement of any installation, the resident shall provide a copy of the electrical license of the installer. All work must be performed by a licensed electrician. In addition, the resident must provide a certificate from a registered architect that none of the work shall jeopardize the soundness or safety of the building, including damage from wind velocity based upon the unique location of the condominium. Said architect shall also provide detailed plans and specifications prior to commencing the installation.
6. Severability. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

**Attachment B**

**Unit Owner's Responsibilities List**



**The following is a quick reference of a unit owner's responsibilities:**

<b><u>ITEM</u></b>	<b><u>RESPONSIBILITY</u></b>
Doors, including garage doors	Replace & Repair
Door Glass	Replace & Repair
Door Screens	Replace & Repair
Electricity (inside wiring)	Replace & Repair
Fire Prevention System (fire alarms)	Replace & Repair
Fireplace	Replace & Repair
Fixtures – bathroom & kitchen	Replace & Repair
Fixtures – inside lighting	Replace & Repair
Furnace	Replace & Repair
Heating & Cooling System	Replace & Repair
Hot Water Heaters	Replace & Repair
Interior Walls, Floors & Ceilings	Replace & Repair
Keys – Door	Replace & Repair
Laundry Hook-ups	Replace & Repair
Motor Vehicles	Parking
Pets	Care, Confinement, Cleanup
Trash (Recycled Paper & Plastic)	Stored at Dumpster Containers
Water leaks – inside	Repair
Windows / Skylights	Replace & Repair
Window Grids	Replace & Repair
Window Screens	Replace & Repair

***For additional clarification please refer to the Rules and Regulations.***

**If you have questions, please call:**

**Southeastern Property Management  
P. O. Box BG  
Norton, Ma. 02766  
508-286-0095  
508-286-0096(fax)  
spm@southeastern-property-management.com**

**Attachment C**

**Kingsberry Hill Contact List**



**PROPERTY MANAGEMENT COMPANY:**

508-286-0095  
Southeastern Property Management  
P. O. Box BG  
Norton, MA 02766  
spm@southeastern-property-management.com

<b><u>BOARD OF TRUSTEES:</u></b>	<b><u>UNIT #:</u></b>	<b><u>PHONE #:</u></b>
Maureen Sroczyński	Unit 15	508-285-7047
Ann Coulter	Unit 17	508-285-9748
Donna LaBossier	Unit 16	508-285-7716
Jim Conway	Unit 14	508-285-8510
Susan Nichols	Unit 24	603-801-9289

**Attachment D**

**Emergency & Important Telephone Numbers**

Ambulance	911
National Grid	1-800-465-1212
Fire Department	911 or 508-285-0200
Poison Control	617-232-2120 or 800-682-9211
Police Department	911 or 508-285-0200

**Attachment E**

**Unit Owner/Renter Registration Form**

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

Unit Owner Name(s): \_\_\_\_\_ Unit#: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

CellPhone: \_\_\_\_\_ Emergency \_\_\_\_\_

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

Tenant Names (If applicable): \_\_\_\_\_

HomePhone#: \_\_\_\_\_ WorkPhone# \_\_\_\_\_

Cell Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Phone \_\_\_\_\_

Occupant Vehicle Information:

Veh #1	_____	_____	_____
	Year/Make	Model	Plate #
Veh #2	_____	_____	_____
	Year/Make	Model	Plate #

***I have received and read the Rules and Regulations pertaining to Kingsberry Hill. I understand them and agreed to abide by them.***

Signature: \_\_\_\_\_  
(Owner/Tenant)

The name(s) listed above has registered with the Kingsberry Hill Association as having received, read and understands the Rules and Regulations.

\_\_\_\_\_ Date \_\_\_\_\_  
Maria Medeiros, Agent of the Association

***Should you have any questions or concerns, please call:  
Southeastern Property Management  
P. O. Box BG  
Norton, MA 02766  
(508) 286-0095***

**PLEASE RETURN THIS COMPLETED FORM TO THE MANAGEMENT COMPANY**

