

# Resident Handbook

Rules and Regulations
For the Community of Forest Hills

(Revised December 2007)

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### Message from the Trustees

Forest Hills is a beautiful and comfortable community. All of us who live here value the convenience of condominium living, our beautiful homes and surroundings, and the friendliness of a small group of neighbors. We all appreciate the outstanding appearance of our community. As residents of Forest Hills, it is the obligation of all of us to maintain high standards to protect our community and investment.

Condominium living is not just a housing decision, but also a lifestyle choice. It is different from living in a single family home. The value of our investments in our homes is dependent in large part on the investment of all members of the community in their homes and the common property. We live in close proximity to our neighbors and therefore our actions have more immediate effects on others. The actions of our neighbors affect our individual quality of living and the value of our property. Similarly, our own actions have an impact on our neighbors. Condominium living means that the area around your home is not your private property. The area around your home belongs to everyone in our community. As such, it is subject to the Rules and Regulations of the Forest Hills Community and you have a special obligation to work with the Trustees to preserve its quality and value.

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

This Resident Handbook has been updated and revised to set forth clear standards for our community. It contains information about our method of governing and the manner in which we choose to regulate ourselves. It contains practical information about items ranging from the where to park your car to your trash pickup. Please take the time to read this Handbook and support our community.

#### ARTICLE 1 PURPOSE

The purpose of this Resident Handbook is to ensure that all unit owners may fully enjoy living in our community by making the Rules and Regulations for Forest Hills clearly understandable and available in one document. It is a supplement to the Amended Master Deed, Declaration of Trust and by-laws and is meant to reflect the intention of those documents. It also contains additional Rules and Regulations that have from time to time been made by the Trustees. Any and all stipulations contained in the Amended Master Deed, the Declaration of Trust and by-laws, but not included in this Handbook, remain in full force and are not diminished in any way by this document.

The overarching theme of all of this Resident Handbook is that no unit owner is allowed or permitted to do anything in or about his/her unit which will interfere with the rights, comfort or convenience of any other unit owner. It is the intent that Forest Hills will continue to be a residential community wherein all residents live in a beautiful, peaceful and tranquil environment.

The absence of a rule or regulation in this document pertaining to any specific action or activity does not mean that it can be done. The use of good old fashioned common sense and consideration for all of your neighbors – in front, in back, and on either side – is necessary and essential to ensure that all unit owners and residents may fully enjoy living in our community.

Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees. The foregoing Rules and Regulations are subject to change from time to time by the Condominium Board of Trustees. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

### ARTICLE 2 MANAGEMENT COMPANY

Forest Hills is professionally managed by the Wellington Property Management Group. Questions or problems regarding management or maintenance issues related to common areas may be addressed either by phone or in writing to the management company unless of an emergency nature.

Any complaint regarding the actions of other unit owners or residents is to be made in writing to the Board of Trustees via the management company. All complaints must be signed by the complainant; anonymous letters will not be accepted.

Mail all correspondence relevant to the management of the property to:

Forest Hills Condominium Association c/o Wellington Property Management Group 4 Bellows Road P O Box 1492 Westborough, MA 01581

By phone, call during normal business hours: Monday to Friday, 8:00 am to 5:00 pm.

Our contact is: Richard Loughlin Phone: 508-898-9993, ext 104

Fax: 508-870-5896

After-hours property management's emergency pager instruction:

From a touchtone phone, call 978-488-3516. After hearing three quick tones, enter the telephone number from which you are calling by pushing the buttons on your touch tone phone. Hang up your phone. The on-call property manager will call you back at the number that you have entered.

NOTE: If you do not receive a response within fifteen minutes, please repeat the procedure or try the alternate pager number, which is 978-488-3514.

### ARTICLE 3 THE TRUSTEES

The Board of Trustees, as established in the Declaration of Trust, has the ultimate responsibility for the overall management of Forest Hills and for the enforcement of all Rules and Regulations on behalf of all unit owners. The Trustees encourage the good citizenship and goodwill of all residents to abide by the rules.

- 3.1 Any complaint regarding the management company is to be made in writing to Forest Hills Trustees c/o Wellington Property Management Group, 4 Bellows Road, P O Box 1492, Westborough, MA 01581.
- 3.2 The Trustees welcome your input, hopefully framed in a positive light, on any aspect of our community. Any Comments or suggestions must be addressed in writing to: Forest Hills Trustees c/o Wellington Property Management Group, 4 Bellows Road, P O Box 1492, Westborough, MA 01581
- 3.3 The Board will not address any anonymous suggestions or comments. Nor will the Board address any suggestions or comments forwarded to individual trustees at their home addresses.
- 3.4 Any and all comments or suggestions will be addressed by the board of trustees at their monthly meeting.
- 3.5 Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by action of the Trustees.
- 3.6 The Trustees may add to or amend any of the Rules and Regulations at any time in accordance with the provisions of the Declaration of Trust.

### ARTICLE 4 MONTHLY FEES

- 4.1 Each unit owner is a member of Forest Hills and as such has a financial obligation to the Trust for his/her share of the common expenses. Monthly Fees are due and payable on the first of each month in advance. If payment is not received by the 15<sup>th</sup> of the month, a \$25.00 late fee is automatically applied on the 16th. The amount of the late fee is subject to yearly review.
- 4.2 Unit owners will NOT be given warnings. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
- 4.3 You should also be aware that late payments, along with any late charges and any other fines or penalties, automatically become a lien on your property and in most cases within 60 to 90 days will cause you to be in default on your mortgage in accordance with MGL c. 183A.
- 4.4 This rule will also apply to any Special Assessments made in the future, adapted so that the late fee is imposed on the 16<sup>th</sup> day after the due date for each required payment.
- 4.5 Unit owners will be charged an administrative fee plus bank charges for returned checks.

### ARTICLE 5 EXTERIOR DISPLAYS AND APPEARANCE

- 5.1 The Common Areas will not be decorated or furnished by any unit owner in any manner without the prior written consent of the Trustees except that unit owners may place the usual deck furniture and a propane grill on their rear deck or patio only.
- 5.2 Interior and exterior decorations on any unit are subject to the judgment of the Board of Trustees as to its aesthetic impact when viewed from the outside of such unit. Unit owners will remove any interior or exterior decorations determined by the Board of Trustees to be inappropriate or not in conformance with the overall appearance of the property.
- 5.3 Each unit owner shall keep his/her unit in a good state of preservation and cleanliness.
- 5.4 Storage is prohibited in the rear of the units or under unit decks.
- 5.5 Signs, banners, awnings, canopies, shutters, or radio or television antennas shall not be affixed to or placed upon the exterior walls, doors, patios, balconies, lampposts, fences, or any part thereof, or exposed on or at any window.
- 5.6 No window treatments, except for curtains, draperies and vertical and horizontal blinds, which are white or neutral in color, shall be placed in or at any interior window locations visible from the Common Elements.
- 5.7 The Trustees shall address any seasonal exterior decorations and/or holiday decorations in the monthly minutes. Any appropriate seasonal exterior decorations and/or holiday decorations will be allowed for a period of four (4) weeks prior and two (2) weeks subsequent to the holiday. All holiday decorations are subject to the final judgment of the Trustees

- 5.8 Exterior holiday lighting is allowed for white lights only and must be either all on or all off, that is, no random, chasing or flashing lights. All holiday decoration is subject to the final judgment of the Trustees
- 5.9 A maximum of two (2) planters are allowed on the front steps. No plants may be placed on balcony railings or attached to or grown on common elements including, but not limited to lampposts and fences. The only plants permitted in the community for exterior display are actual living plants. Any artificial flowers, plants or other arrangements are prohibited from any exterior display unless specifically allowed pursuant to holiday exemptions made by the Trustees.
- 5.10 No clothes, sheets, blankets, laundry, or similar articles shall be hung out of any Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and unsightly materials.
- 5.11 Signs advertising units for rent, lease, sale or open house, items for sale, or other displays or advertising are not permitted in any part of the condominium, in or on any unit, on any vehicle parked on the premises or immediately outside the property entrance, or on any other Common Area.
- 5.12 No unit owner is allowed to put his/her name on any building or Common Area including the mail boxes.
- 5.13 Window fans and window air conditioners are prohibited.

### ARTICLE 6 USE OF COMMON AREAS AND LIMITED COMMON ELEMENTS

- 6.1 "Common areas" of the condominium consist of the entire property exclusive of the units, and no use is to be made of the common areas except as permitted by the Trustees.
- 6.2 "Limited common elements" are defined as: the driveway leading to the garage portion of the unit; any exterior patio, deck or balcony affixed to and leading from the unit; and any mailbox serving the unit.
- 6.3 The Trustee(s) are responsible for repair and maintenance to all "common areas" and "limited common elements." As to the "limited common elements," the trustee(s) shall be responsible for arranging for the maintenance, repair and replacement of these areas and shall charge the cost thereof to the unit owner of such unit as a special assessment ("limited common elements" assessment) applicable solely to such unit.
- 6.4 Nothing shall be altered or constructed in or removed from the "common areas" and/or "limited common elements," except upon the written consent of the Board of Trustees.
- 6.5 Nothing is to be done or kept in the "common areas" and/or "limited common elements" and/or in the individual units which increases the rate of insurance of the Trust, which will result in the cancellation of insurance of the Trust, or which would be in violation of any law.
- 6.6 No offensive activity will be carried on in the "common areas" and/or "limited common elements" and/or in the individual units, nor will anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or residents. No unit owner will make or permit any disturbing noises, nor do or permit anything that will interfere with the rights, comforts or convenience of other unit owners.

- 6.7 Unit owners shall not sweep or throw any dirt or other substances from doors, windows, or balconies of his/her unit. Refuse from the units shall be disposed of only at such times, place, and in such manner as the Board of Trustees shall direct.
- 6.8 Any damages to any unit or "common area" and/or "limited common elements" must be immediately reported to the management company or the Trustees. The cost of repairs for any damages caused by residents or their family members, visitors, lessees or contractors will be assessed to the account of the responsible unit owner.

## ARTICLE 7 STRUCTURAL ADDITIONS, CHANGES & REMODELING

- 7.1 Nothing shall be done in any Unit or in, on or to the "common area" and/or "limited common elements" which will impair the structural integrity of any Building or which would change the structure of any Buildings.
- 7.2 A unit owner may make cosmetic improvements to his/her unit, such as paint, wall covering, carpet and other flooring without permission from the Trustees.
- 7.3 Written permission from the Trustees is required before making any non-cosmetic alteration, addition or structural change inside any unit.
- 7.4 A written request for any of the above changes, including plans and specifications, must be made to the Trustees. It should be obvious that owners may not make changes to their unit or Common Areas that will reduce the structural integrity of their (or any other) building. In addition, all improvements must be reasonably compatible with the standards of Forest Hills as to quality of workmanship and materials. That said, approval of unit owners requests which are in accordance with the Amended Master Deed, the Declaration of Trust, by-laws, and all Rules and Regulations shall not be unreasonably withheld or delayed.
- 7.5 In addition to the written permission from the Trustees, the owner is responsible for obtaining any and all governmental permits that are required by the Town of Grafton. This will include all necessary permits for building, plumbing, electric and/or gas work and any other approvals, including Fire Department approval, which may be needed, depending on the scope of the work to be done. A copy of each such permit must be given to the Trustees before work is begun. When the work is completed, a copy of all permits showing that all final inspections have been completed by the Town and/or other issuing authority must also be submitted to the Trustees.

- 7.6 Finally, the Trustees may, as a condition of their approval, require that the unit owner also submit, before work begins, the names of each contractor with insurance certificates (for liability and workers compensation insurance).
- 7.7 Any neighbor-detectable construction or repair work within a unit must be done between 8:00 am and 5:00 pm on weekdays. Construction work in a Unit shall not be performed at any other times without prior written consent of the Board of Trustees.
- 7.8 It is the unit owners sole responsibility to follow these steps in seeking approval before any work begins. Failure to comply may result, at the discretion of the Trustees, in the owner's having to remove or restore, as the case may be, any unauthorized alterations or additions to the same condition as previously existed, at the unit owner's sole expense.

#### ARTICLE 8 LIGHTING AND WALKWAYS

- 8.1 After requesting and receiving written approval from the Board of Trustees, an owner may install functional low voltage exterior walkway lighting for safety purposes. Such lighting and fixtures must conform to the following general specifications.
- 8.2 The fixtures are to be installed within 6" of the edge of the walkway to be lighted.
- **8.3** The maximum allowable height of walkway lighting fixtures is 14" and must be either black or dark green in color.
- 8.4 Light bulbs are to be clear or white only and my not exceed 12 watts.
- **8.5** Any fixture-associated wiring is not to be visible.
- **8.6** Owners are responsible for maintaining fixture bulbs and associated wiring/controls in good working condition.
- 8.7 Fixtures are to be used for walkway safety only and not for decorating gardens, trees, bushes, decks, lawns, etc.
- 8.8 Owners will be held responsible for any damages or costs incurred related to installation and/or operation of walkway lighting. Trustees may assess unit owners the cost of any damage repairs or corrective measures made necessary by that owners' walkway lighting.
- 8.9 New owner assumes full responsibility for any walkway lighting system installed and left in place by a previous owner of the unit.
- 8.10 The Forest Hills Condominium Trust, its Board of Trustees and its agents assume no liability for damage to any part of a walkway lighting system installed by (or at the direction of) a unit owner, regardless of the cause of such damage.

### ARTICLE 9 MOTOR VEHICLES AND PARKING

- 9.1 The Motor Vehicle speed within the condominium property is 15mph.
- 9.2 Prohibited Vehicles: Trucks, commercial vehicles, trailers, campers, motorcycles, snowmobiles, junk vehicles or parts of vehicles, boats and personal watercraft can never be parked in driveways or common areas.
- 9.3 Trucks and commercial vehicles may park temporarily while delivering packages, moving furniture or doing work on the premises.
- 9.4 Commercial vehicles are not allowed in driveways or any common areas. Commercial vehicles may only be kept in a resident's garage.
- 9.5 Common Area parking is for use for guests, visitors, and invitees and for use by residents in the event that there is a vehicle parked in their garage and driveway.
- 9.6 Common Area parking shall be used only for the parking of approved private passenger motor vehicles displaying current license plate(s) and registrations, and being maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearances.
- 9.7 All vehicles parked in Common Areas are parked at the sole risk of the person so parking and the Trust will not be liable for loss, destruction, theft or damage to such vehicles.
- 9.8 Long-term parking and/or storage of vehicles in the Common Area Parking is prohibited. Long-term being defined as longer than five consecutive days without being moved.
- 9.9 Parking is prohibited on the street except for short term loading or unloading of a vehicle.

- 9.10 Any repairing or maintenance of vehicles in the parking areas is expressly prohibited. (Except in cases of emergency such as changing of a flat tire or using jumper cables)
- 9.11 Any unauthorized vehicles or vehicles cited for violations of the motor vehicle and parking policy shall constitute a violation of the Rules and Regulations.
- 9.12 Any violation of these policies, said vehicle shall be subject to tow at the expenses of the vehicle's owner, in accordance with Massachusetts General Laws Chapter 266, Sec 120D.
- 9.13 Any vehicle belonging to a unit owner, resident, his guests or invitees, which violates the above-referred to rules and regulations, shall subject the owner of said unit to a fine, which fine shall be added to the unit owner's common expenses.
- 9.14 All fees assessed pursuant to the Parking Rules shall be subject to collection in the same manner as common charges, shall be subject to a late fee and costs of collection as set forth in the Declaration of Trust, and shall constitute a lien on the Unit pursuant to the Provisions of said Declaration of Trust and M.G.L. c. 183A, Sec. 6.

### ARTICLE 10 USE OF UNITS & GARAGES

- 10.1 Units may be used only as residential dwellings.
- 10.2 Residents or their agents may not bring into or keep in their units or garages any flammable, combustible or explosive substance except such products as are customary for residential use. Even products, which are customary for household use, may not be kept in units or garages in quantities larger than required for personal use.
- 10.3 Each unit owner must maintain and keep his/her unit in good working order and must repair components and fixtures which are not in the Common Areas. Units must be heated to a minimum temperature of 55 degrees at all times. A unit owner is responsible for all damages to his/her unit and to all other units or to any portion of the Common Area which are caused by the unit owner's failure to satisfy his/her maintenance, repair and/or replacement obligations.
- 10.4 Garage doors shall be kept closed when garage is not in active use.
- 10.5 No resident shall use Charcoal or Wood burning in the limited common areas. Flames from gas grills must be kept at (or) below grill rack level. No gas grills are to be under the decks. Propane tanks shall not be stored or placed inside any unit or garage at any time. Grills should be kept away from the building and vinyl siding to avoid damage. Unit owners are responsible for any damage caused to building.
- 10.6 The dryer exhaust ducts on many of the units are quite long. This makes them particularly vulnerable to lint buildup, which can cause a fire. Ducts and vents should be examined and cleaned yearly. In any event, increased drying time is a good indication that there is a problem.

- 10.7 Most hot water heaters are prone to major leakage near the end of their lives. Inexpensive alarms are available which can alert residents to a problem.
- 10.8 Smoke detectors and carbon monoxide detectors must be checked annually. Unit owners are required by law to have both smoke detectors and carbon monoxide detectors.

### ARTICLE 11 COMMERCIAL USE / BUSINESS USE

- 11.1 No business trade or commercial activity shall be conducted in "common areas" and/or "limited common elements" and/or in the individual units, except that a resident may maintain a home office in his/her unit for personal professional use not requiring regular visitors from the public nor unreasonable levels of mail, shipping, trash, storage, or traffic.
- 11.2 No employees or persons other than a resident shall engage in such activities.
- 11.3 No such office shall be used as a place for service to clients.
- 11.4 No such office can be advertised or registered as a principal place of business with the Commonwealth of Massachusetts or any other entity or association.

#### ARTICLE 12 PETS

- 12.1 Residents may keep one dog or cat per unit, except for fish in tanks and birds in cages (the "Allowed Pets"); provided, however, that any such Allowed Pet must nonetheless be registered with the Board of Trustees. Other than Allowed Pets, no pets, animals or reptiles of any kind shall be allowed upon the Condominium Property.
- 12.2 The maintenance, keeping, boarding or raising of livestock, poultry, ferrets or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.
- 12.3 No animals, reptiles or pets may be kept, bred or maintained for any commercial purposes.
- 12.4 Any Allowed Pet causing or creating a nuisance or unreasonable disturbance or noise shall be removed permanently from the Property upon ten (10) days' written notice from the Board of Trustees.
- 12.5 In no event shall any dog be permitted in any portion of Common Elements, unless restrained by a leash, transport box, cage of carried except for areas designated therefore.
- 12.6 No dog shall be permitted in any exterior Common Element Area, except for those areas specifically designated by the Board of Trustees.
- 12.7 Dogs must be kept on short leashes or carried while in the Common Area.
- 12.8 Pet owners are responsible for the immediate removal of pet excrement from any of the landscaped areas on the property.
- 12.9 Pets are not to be left unattended on any patio, deck, porch or balcony, or on any other Common Area, nor tethered to any part of the Common Area.

- 12.10Unit owners will be held liable for any violations of either their guests and/or tenants.
- 12.11 All violations of the pet policy will be subject to fines and/or assessments for damage which shall be subject to collection in the same manner as common charges. These charges shall be subject to a late fee and costs of collection as set forth in the Declaration of Trust, and shall constitute a lien on the Unit pursuant to the Provisions of said Declaration of Trust and M.G.L. c. 183A, Sec. 6.

#### ARTICLE 13 TRASH REMOVAL

- 13.1 Trash Disposal: All garbage, trash, cans and bottles must be bagged or wrapped and placed into the appropriate trash receptacles. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pick-up.
- 13.2 Trash containers may be placed outside of the garage for pickup after 6:00 pm on the evening before the day of the scheduled pickup and emptied containers must be returned to the garage on the day of scheduled pickup.
- 13.3 At all other times trash containers must be stored inside the unit owner's garage.
- 13.4 The disposal of household appliances, furniture, carpeting, hazardous waste materials, construction debris and other items not normally considered to be a part of "weekly trash" is the responsibility of unit owners. In no case are hazardous materials to be placed in or with trash. Any extra fees charged by the trash removal contractor for appliances, furniture or other such items will be assessed back to the unit owner.

### ARTICLE 14 SNOW REMOVAL

- 14.1 A professional contractor is hired each year to perform snow removal. The snow will be cleared from roads, driveways, sidewalks and parking areas within a reasonable timeframe. The contractor will also make every effort to treat roadways and sidewalks for icing in a timely manner.
- 14.2 Clearing of snow from all rear decks, balconies and patios is the responsibility of unit owners.
- 14.3 Residents must be available to move their vehicles when snow removal operations are in progress. Residents failing to move said vehicles during snow removal will be assessed any increased cost incurred by the Association caused by the failure to move their vehicle during snow removal operations.

#### ARTICLE 15 LANDSCAPING

- 15.1 Unit owners may plant annuals and small flowering perennials in the garden space abutting their unit except for plants that are invasive (mint, ivy, myrtle, etc.), poisonous, in any way odorous or offensive, or not in keeping with the general appearance or attractiveness of the property. Such plantings are subject to the final judgment of the Trustees. The only plants permitted are actual living plants. Any artificial flowers, plants or other arrangements are prohibited from any exterior display unless specifically allowed pursuant to holiday exemptions made by the Trustees.
- 15.2 If unit owners plant annuals or perennials, it is the unit owner's responsibility to maintain his/her garden area in an attractive state to include, but not limited to, the timely deadheading of flowers and the removal of dead plants and foliage at the end of the growing season. If such area is not maintained by the unit owner, the plantings may be removed at the Trustees' discretion and at the unit owner's expense.
- 15.3 Neither the Trust nor its designated landscape contractor or arborist may be held responsible for the mistaken crushing or removal of any annuals or perennials planted by unit owners.
- 15.4 Written permission from the Trustees is required before a unit owner may change the appearance of a designated garden space abutting his/her unit other than the planting of annuals and small flowering perennials as noted above.
- **15.5** Bird feeders are strictly prohibited from anywhere in the community.

#### ARTICLE 16 LEASING

- 16.1 A unit owner may lease or rent only his/her full unit for a term of not less than one year.
- 16.2 Any lease or rental agreement shall be in writing and shall be subject to the requirements of the Amended Master Deed, the Declaration of Trust, by-laws and all Rules and Regulations issued and in effect during the term of the lease. In addition, the lease must provide that any failure to comply with the terms of such documents shall be a default thereunder. The unit owner must provide promptly a copy of the lease to the management company.
- 16.3 Any tenant or lessee will be bound by the provisions of the Amended Master Deed, the Declaration of Trust, by-laws, and all schedules and exhibits thereto, and by any and all Rules and Regulations which are in effect during the term of the lease.
- 16.4 The unit owner must provide a copy of the Resident Handbook to the tenant. Any proposed lease must acknowledge receipt of the Resident Handbook by the proposed tenants as well as an acknowledgement that he/she (tenant) specifically agrees to observe any and all Rules and Regulations which are in effect during the term of the lease.
- 16.5 The Trustees have the power and the right to terminate any lease or occupancy arrangement or to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of the Amended Master Deed, the Declaration of Trust, by-laws or Rules and Regulations or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.
- 16.6 Ultimately, the unit owner will be held liable for any violation of the Trust documents or the Rules and Regulations by his/her tenant, and for any fines resulting therefrom.

#### ARTICLE 17 INSURANCE

- 17.1 The Master Insurance Policy carried by Forest Hills, as set forth in the Master Deed, provides coverage for all permanently installed fixtures, improvements and betterments within each unit except for any furniture, furnishings, carpeting, wall coverings, light fixtures, appliances, or household and personal property belonging to and owned by the unit owner or tenants.
- 17.2 Any claims made against the Master Insurance Policy are subject to a deductible of \$10,000.
- 17.3 Each unit owner should purchase an individual policy for protection of their Personal Property, Loss of Use and Dwelling risks. This coverage should include a minimum of \$10,000 under "Coverage A Dwelling" to cover the Master Policy's deductible.
- 17.4 Each unit owner should consult his/her insurance agent to affirm that he/she has adequate coverage in case of a loss for items excluded by the Master Insurance Policy as set forth in article 17.1.
- 17.5 It is recommended, but not required, that each unit owner also purchase Personal Liability insurance to protect against bodily injury and/or property damage resulting from, for example, someone falling on stairs inside of the unit. Each unit owner should consult with his/her insurance agent to determine the appropriate levels of coverage.

#### ARTICLE 18 VIOLATIONS

- 18.1 The Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, Declaration of Trust, By-Laws and Rules and Regulations (collectively "governing documents") governing the conduct of the Unit Owners, residents, and persons for whom they are responsible as follows:
- 18.2 Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). If any expense is incurred by the Board as a result of a Unit Owners failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his family members, tenants, or invitees, the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense.
- 18.3 If a resident has a complaint submitted against them, he or she may contest it at the next regular meeting of the Trustees. All involved parties will have an opportunity to make their case at the meeting
- 18.4 The Trustees are obliged to institute enforcement action whenever an infraction is observed by any Trustee or the property manager, or any time a written resident complaint is received.