

SOUTHWYCK CONDOMINIUM

Owner / RESIDENT HANDBOOK

Revised August 16, 2018

SOUTHWYCK CONDOMINIUM TRUST

MANAGED BY

SILVA ASSOCIATES PROPERTY MANAGEMENT

TELEPHONE: (978) 858-3500

EMERGENCY PAGING

(978)-488-4407

We are proud to manage your condominium complex and will do everything possible to make living there a pleasant experience for you. To accomplish this, both the Association and your neighbors look forward to your cooperation in respecting the rights and comfort of others.

SILVA ASSOCIATES PROPERTY MANAGEMENT is located at 1215 Main Street, Unit 121, Tewksbury, Massachusetts 01876. The management office telephone number is (978) 858-3500.

Your Property Manager is:

Joseph Silva – jsilva@silva-associates.com

This handbook will address the rules and regulations of your condominium, as well as management policies.

When calling for emergency service after hours to report a common area emergency (a situation that threatens the condominium, e.g. flood, fire, etc.) you may call either 978-858-3500 or 978-479-8669 and pager at 978-488-4407. Please make sure to state your name, your property location, your phone number and the nature of the emergency if you get a voice mail. The phone lines are monitored 24 hrs a day and someone will call you back promptly. For an emergency situation in your unit you should contact your own repairmen. Should any condition within your unit threaten yourself, the unit or the common area, alert the Management Company ASAP and/or police. If you are renting a condominium, contact your landlord for service or repairs inside your unit.

MOVING INSTRUCTIONS

1. The Management Office must be notified before moving into or out of the building. The Notice of Moving and Emergency Information forms must be completed and returned prior to moving into or out of the building.
2. If renting your unit, please provide all tenants with a copy of the Resident Handbook before moving into the building.
3. Moving must be done on **Monday through Friday** between the hours of 8:30 a.m. and 5:00 p.m. Do not hold the elevator door open unless furniture, etc., is being moved. Other residents must also be able to have use of the elevator. So please be considerate and do not tie up the elevator for extended periods of time. Violations of the moving policy are subject to fines being assessed.

CONDOMINIUM FEES

Condominium Fees are due and payable on the first day of each month. Late charges are assessed after the tenth of the month. Condominium fees shall be paid by check or money order. A lock box system is set up to receive your condominium payments. Payment coupons are provided and must accompany all payments. Please make your check payable to Southwyck Condominium Trust.

INSURANCE

Southwyck Condominium carries the Master Insurance policy for the Association. The condominium documents give a detailed explanation of what insurance coverage is carried by the Association. Owners and tenants are responsible for insuring their own personal property. An owner's policy, referred to as an HO6, is an insurance policy especially designed to fit the needs of condominium owners to provide protection of personal property and for personal liability. The policy should include a Coverage A Dwelling amount of at least the amount of the current deductible under the master policy. It is also recommend that H032 and HO35 endorsements be added to the basic H06 policy. These endorsements will provide additional coverage to the basic policy.

Unit owners are responsible for covering the amount of the deductible of the Master Policy. The condominium documents will provide your insurance agent with the necessary information to write an individual homeowners policy.

PARKING

Each unit is provided with a designated numbered parking space. Owners must use their designated parking space for their first vehicle, not one of the visitor spaces. Accordingly, visitors are not permitted to park in any numbered space. Owners and residents are responsible for informing their visitors where visitor parking is located. Illegally parked cars are subject to towing. If a vehicle is parked in your assigned space, please call Malia Towing at 978-531-9832 to have the vehicle towed. You will be required to meet the tow truck driver and sign for the tow service. Please adhere to signs posted in the parking areas.

TRASH

Trash must be put in the trash receptacle. All trash should be bagged and tied securely. No loose trash, large items or appliances should ever be left outside the dumpster. Large boxes should be broken down before placed in the dumpster.

SECURITY

When your intercom rings, please use the intercom system to identify anyone who wants to enter the building. Do not automatically release the door when the system rings, even if you are expecting someone. **FOR EVERYONE'S SAFETY, DO NOT OPEN THE DOORS WHEN THE INTERCOM RINGS UNTIL YOU FIRST IDENTIFY THE CALLER.**

1. Keep all doors locked. If provided, always use the dead bolt.
2. If your door has night chains, use them. When you are not certain who is knocking on your door, put the chain on before opening the door.
3. Anyone requesting access to your unit to make repairs or perform service should show proper identification. If anyone states they are from the
4. Management Company, ask to see their photo identification.
5. Management employee has identification.
6. If you notice any strangers loitering around the property, call the police. Remember, the building is only as safe as you make it. Please cooperate by not admitting strangers into the building.

FIRE PREVENTION

1. Be certain everyone in your unit knows what to do in the event of a fire in your building. Get out of the building as quickly as possible. Notify the fire department; do not depend on someone else. Do not re-enter the building.
2. Use care with matches and smoking materials. **NEVER SMOKE IN BED.**
3. Do not abuse your electric service and appliances. Do not over fuse. Repair and replace defective electric cords and appliances.
4. Respect your heating and cooking equipment. Keep kitchen ranges clean; make sure nothing is stored in the oven before lighting. Do not hang towels, curtains or combustibles above range burners. Do not store mops, brooms, ironing or any other combustibles near a stoves or heating equipment.
5. Keep trash and refuse in containers with close fitting lids. Do not accumulate rubbish, such as old paper, broken furniture, old clothes, paint cans or other useless items.
6. Do not leave children alone at any time. Keep matches and lighters out of their reach. Nearly 30% of all fire fatalities involve small children.
7. Do not store gasoline or other volatile liquids in your unit.
8. Fire doors in the hallways must be kept closed in accordance with the City of Peabody Fire Ordinances.

Flammable Materials, etc. The use and/or storage of gas grills and open fire grills in and around the building is prohibited by the Peabody Fire Department No unit owner or their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their unit or any portion of the common area any gasoline, kerosene or other flammable combustible or explosive fluid material chemical or substance, except such substances as are customarily incidental in residential use.

Equipment Compliance. All radio, televisions, or other electrical equipment of any kind or nature installed by unit owners or used in each unit shall fully comply with all rules and regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

ELEVATORS

All passenger elevators installed today are completely automatic. You have only to press a button in the hall to call the elevator and a button in the car to tell the different floors.

The building codes governing the installation of elevators are very modern and stringently enforced. Elevators are serviced regularly and checked yearly by State Inspectors in most areas. There may be times when an elevator will malfunction. If this should happen and you are in the car, just follow these simple instructions, bearing in mind that you are in a completely safe environment.

1. Check to see that the red button or switch marked EMERGENCY STOP is in the RUN position. Passengers will sometimes hit this accidentally when pushing floor buttons.
2. Push button marked "door". This will open the door if you are at a landing and the automatic opening circuits have failed.
3. Push the button marked ALARM. This will sound a loud bell and indicate to others that the elevator is stalled. Sound alarm at about two (2) minute intervals until you receive assistance.
4. Do not smoke in the elevators or any of the common areas. This is against fire regulations.

While waiting for assistance do not attempt to leave the car. The safest thing to do is to remain within the elevator until help arrives. Sit on the floor and relax.

Southwyck Condominium Rules and Regulations

1. Nothing shall be kept or stored in the common areas, except as herein or in the Declaration of Trust. Each unit owner shall be obligated to maintain and keep in good order and repair his or her own unit in accordance with the provisions of the Declaration of Trust.
2. Nothing shall be done or kept in any unit or in the common areas, which will increase the cost of insurance for the Condominium. No unit owner shall permit anything to be done, or kept in their unit, or in the common areas which could result in the cancellation of insurance for the Condominium, or for the contents thereof, or which would be in violation of any law. No unit owner or occupant of a unit, or any agent, servant, employee, licensee, lessee, or visitor of either, shall at any time bring into or keep in their unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
3. Unit Owners shall not cause or permit anything to be hung or displayed in the windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the consent of the Trustee. Unit owners will not be allowed to put their names in any entry passageway, vestibule, hall, or stairway of the Condominium except in the proper place, if any, designated by the Trustees or on the mailbox provided for the use of the unit.
4. **Residents are not allowed to keep dogs at the property. Cats or other domestic pets may be kept only with the prior written approval of the Trustees. No animal of any kind shall be raised, bred, or kept in any unit without the prior consent of the Trustees. With respect to any and all pets permitted to be kept within the Condominium: (a) no such pet shall be kept, bred or maintained for any commercial purposes; (b) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon seven (7) days written notice from the Trustees or Managing Agent; and under no circumstances shall any cat or other pet be permitted in any portion of the common area unless carried or on a leash.**
5. No illegal, noxious or offensive activity shall be carried on in any unit, or in the

common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or the occupants of other units. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall at any time conduct or permit to be conducted vocal or instrumental instruction or practice within their unit or the common areas. Volume of television sets, radios, phonographs, and musical instruments shall be lowered after 10:00 p.m. and shall at all times be kept at a sound level which avoids annoying or disturbing others.

6. No waterbeds or similar water-filled objects shall be permitted in any unit.
7. Nothing shall be done in any unit or to the common areas which will impair the structural integrity of the Condominium or which would change any structural aspect of the Condominium.
8. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung from the windows or placed upon the window sills of any unit, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors of any unit. The common areas shall be kept free and clear of all rubbish, debris, and other unsightly materials. No garbage or trash shall be placed in the common areas, except in areas specifically designated for that purpose by the Trustees.
9. There shall be no playing or lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles, or placing of benches or chairs, on any part of the common areas other than those areas, if any, specifically designated for such purposes by the Trustees.
10. Except as may be permitted by the Master Deed, no industry, business, trade or occupation of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Condominium. Further, no signs or advertising shall be maintained or permitted in any part of the Condominium or in any unit, nor shall any unit be used or rented for transient, hotel or motel purposes.
11. There shall be no alteration or construction in or removal of any part of the common areas, facilities or elements.

12. Each unit owner shall keep their unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, windows or balconies thereof, any dirt or other substances. The toilets and other water drains shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage to plumbing systems resulting from such misuse shall be paid for by the unit owner from whose unit such materials were introduced into the plumbing system.
13. The Trustees and their agents (including any managing agent appointed by the Trustees), and any contractor or workman authorized by the Trustees or the Managing Agent, may enter any room or unit in the Condominium at any reasonable hour after forty-eight (48) hours with prior notification (except that no notification shall be required in case of emergency) in such measures as may be necessary to make repairs to such unit or the common areas, or to control or exterminate vermin, insects or other pests.
14. To facilitate such right of access, each unit owner shall furnish the Trustees or Managing Agent with keys to locked entrances to their unit, and shall promptly furnish new keys when and if such locks are supplemented or changed. No entrance to a unit shall be barred by a sliding bolt or other device, which renders access by such keys difficult or impossible. Any unit owner failing to comply with such requirements shall be fully liable for any damage resulting to either the common areas or facilities of the Condominium or any other unit as a result of the inability of the Trustees or their agents to gain access to the unit of such unit owner in order to make emergency repairs or take other corrective actions as may be provided for the Master Deed, the Declaration of Trust or these Rules and Regulations.

If any keys are entrusted by a unit owner or occupant or by their agent, servant, employee, licensee or visitor to the Trustees, any agent of the Trustees, or the Managing Agent except pursuant to the provisions of this paragraph, whether for such unit or an automobile or other item or personal property, the delivery of the key shall be at the sole risk of such unit owner or occupant, and neither the Trustees nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith (except to the extent that such liability may be covered by insurance which shall contain appropriate provisions waiving any rights of subrogation against the Trustees and/or the Managing Agent).

15. The parking areas of the association (including, without limitation, specific parking spaces as to which the respective unit owners are granted easements) shall be used only for temporary parking of one passenger vehicle. All vehicles must be registered, insured and in working condition at all times. Without limitation, the parking areas shall not be used for washing, repairing or storage of motor vehicles, boats or other items.
16. All personal property of unit owners, or any other occupant of a unit in the units or elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective unit owner, or occupant, and the Trustees or Managing Agent shall not bear any responsibility therefore.
17. Supplies and packages of every kind are to be delivered to any unit owner or resident in such manner as prescribed by the Association and neither the Trustees or Managing Agent shall be responsible for the loss or damage of any such property.
18. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.
19. **MOVE IN / MOVE OUT FEE - Effective January 1, 2018**, the Board implemented a \$100.00 move in / move out fee to any unit that sells and / or leases. This is due to damage that occurs to our hallway walls, damage that is clearly visible around our elevator, leaving the carpet untidy or dirty and also trash inside or outside the building that is left for the association to dispose of. If the damage incurred is more costly to repair than this fee the additional costs will be charged to the appropriate unit. Landlords should check on their units at least once a quarter for rules compliance, cleanliness and habitation issues.
20. Any consent or approval of the Trustees required by these Rules and Regulations shall not be effective unless given in writing.

Owners and residents will be notified in writing of the first occurrence of a violation of the Rules and Regulations. A fine of \$25.00 will be charged for the second occurrence of the same violation and increased fines will be charged for continued violations.