

# QUAIL RUN CONDOMINIUM TRUST



## UNIT OWNERS' HANDBOOK

Written and edited by the Trustees of Quail Run  
Revised December 2011

**MANAGED BY:**  
The Dartmouth Group, Inc.  
4 Preston Court, Suite 101  
Bedford, MA 01730  
(781) 273-4357

**The Trustees hope that the Unit Owners' Handbook is helpful and invite suggestions for its improvement. The Handbook is intended as a brief summary of our formal Condominium Documents which are the governing authority for our rules and regulations.**

*[This Handbook is available online at our website,  
<http://www.quailruncondo.org>.]*

## TABLE OF CONTENTS

2011 Quail Run Condominium Trust Board of Trustees .....	1
Property Management Team .....	2
Important Phone Numbers .....	2
1.0 Introduction and Welcome to Quail Run .....	3
1.1 Statement of the Trustees .....	3
1.2 Communication Procedures .....	4
1.3 Posting Notices .....	5
1.4 Common Charges .....	5
2.0 Maintenance .....	6
2.1 Quail Run Maintenance Supervisor .....	6
2.2 After Hours and Holiday Emergencies .....	6
2.3 Quail Run Vendors and Contractors .....	6
3.0 Parking and Traffic Procedures and Restrictions .....	7
3.1 Speed limit .....	7
3.2 Parking Procedures .....	7
3.3 Washing Vehicles .....	8
3.4 Commercial Vehicles .....	8
3.5 Non-Resident Commercial Vehicles .....	8
4.0 Use of Common Areas and Facilities .....	8
4.1 Definition of Common Areas .....	8
4.2 General .....	10
4.3 Snow Procedures .....	10
4.4 Barbecue Grills .....	10
4.5 Firewood Storage .....	11
4.6 Solicitation .....	11
4.7 Trash and Hazardous Waste Removal .....	11
4.8 Pets .....	12
4.9 Garage Sales .....	12
5.0 CHANGES AND ALTERATIONS .....	12
5.1 External Unit Areas .....	12
5.2 Landscaping Guidelines .....	13
5.3 Patios and Patio Alteration .....	15
5.4 Awnings .....	16
6.0 Individual Residential Units .....	16
6.1 Boundaries and Components .....	16
6.2 Responsibilities of the Unit Owners .....	17
6.3 Gas Conversion .....	19
6.4 Notification .....	19
7.0 Recreational Facilities .....	19
7.1 Pool Rules and Regulations .....	20
7.2 Tennis Rules and Regulations .....	20
8.0 Insurance .....	21
9.0 Appendices .....	23
9.1 APPENDIX 1 – WORK REQUEST FORM .....	24
9.2 APPENDIX 2 – CHANGES AND ALTERATIONS – APPLICATION FORM .....	25
9.3 APPENDIX 3 – PLANTS AND SHRUBS FOR USE IN COMMON AREAS .....	26
9.4 APPENDIX 4 – BUYER/SELLER AGREEMENT REGARDING PLANTINGS AND	

ALTERATIONS.....	27
9.5 APPENDIX 5 – INSURANCE PROCEDURES .....	29
9.6 APPENDIX 6 – UNIT AND DOOR PAINT COLOR SPECIFICATIONS .....	31
9.7 APPENDIX 7 – APPROVED STORM AND SCREEN DOOR AND HARDWARE SPECIFICATIONS.....	33
9.8 APPENDIX 8 – APPROVED FLAGPOLE MOUNTING HARDWARE .....	35
9.9 APPENDIX 9 – SPECIFICATIONS FOR REPLACEMENT WINDOWS AND DOORS .....	36
9.10 APPENDIX 10 – SPECIFICATIONS FOR INSTALLATION OF “AZEK” OR “TREX” DECKING AND “TRADEMARK” RAILING SYSTEMS .....	37
9.11 APPENDIX 11 – SPECIFICATIONS FOR MATERIALS TO PUT UNDER DECKS .	39
9.12 APPENDIX 12 – SPECIFICATIONS FOR INSTALLATION OF INTERIOR GARAGE SEPARATOR WALLS FOR MULTIPLE UNIT GARAGES .....	40
9.13 APPENDIX 13 REQUEST FOR THE INSTALLATION OF GARAGE DOORS.....	41
9.14 APPENDIX 14 UNIT OWNER LANDSCAPING IMPROVEMENTS TRIAL PROGRAM.....	42
9.15 APPENDIX 15 HOLIDAY DECORATIONS GUIDELINES .....	43
9.16 APPENDIX 16 TRACTOR TRAILER ISSUES.....	44
9.17 APPENDIX 17 WINDOW MAINTENANCE AND REPLACEMENT .....	45

## **2011 QUAIL RUN CONDOMINIUM TRUST BOARD OF TRUSTEES**

Richard Clarke, 14 Douglass Green, Chair  
Robert Waehler, 3 Michael's Green  
David A. Roberts, 5 Saw Mill Brook Way  
Daniel Serieka, 7 Saw Mill Brook Way  
Walt Howe, 6 Saw Mill Brook Way

The Quail Run Trustees are volunteers, and Unit Owners are requested not to call them directly. Please address your questions, requests, and concerns to the Management Company (see contact information on Page 2). Your issue will be relayed to the Board as necessary.

Please refer to section 1.2 of this Handbook (Communications Procedures) for more information.

## PROPERTY MANAGEMENT TEAM

Property Management Company: The Dartmouth Group, Inc.  
4 Preston Court, Suite 101  
Bedford, MA 01730  
(781) 275-4357  
(781) 275-5842 (Fax)  
(After hours and Emergency) (781) 275-4357

Portfolio Manager: Steve Marx

Client Services Group: (781) 275-4357

Maintenance Supervisor: (781) 933-1618 (Phone & Fax)

Insurance Agency Rodman Insurance Agency  
(781) 247-7800

## IMPORTANT PHONE NUMBERS

Woburn Police	(781) 933-1212
EMERGENCY	911
Woburn Fire Dept.	(781) 932-4560
Woburn City Hall	(781) 897-5800
Water Dept. (City Hall)	(781) 897-5800
Woburn Dept. of Public Works	(781) 932-4400
NSTAR - Electric (including outages)	(800) 592-2000
Dig Safe	(888) DIG-SAFE
National Grid – Gas (including leaks)	(781) 751-3000
Verizon - Telephone	(800) 870-9999
Comcast	(877) 208-1971
Polling/Voting (Ward 7, Precinct 1) Reeves Elementary School, Lexington St.	(781) 937-8240
Woburn Post Office – Woburn Center	(781) 933-5946
Main Branch, 462 Washington St.	(781) 935-9763

## **1.0 INTRODUCTION AND WELCOME TO QUAIL RUN**

We are delighted that you have chosen to live in one of the finest communities in the greater Boston area. Quail Run Condominium is spacious, surrounded by conservation land and close to major highways. It consists of 94 townhouse condominiums, 77 of which were built in the late 1980s; the remaining 17 units were built in 2003 - 2004.

***It takes coordination and communication among the entire community and its valuable volunteers to maintain Quail Run Condominium and Common Areas. Our community requires a strong base of volunteers, making it incumbent on all residents to make their interests and availability known to the Trustees and appropriate committee chairpersons.***

This Unit Owners' Handbook is intended to be a handy reference for rules, regulations and guidelines that help keep Quail Run a pleasant place to live. The Handbook provides answers to the most frequently asked questions and concerns with respect to condominium life at Quail Run.

This Handbook summarizes what is found in more complete and explicit form in the Master Deed and Declaration of Trust, both as amended, you should have received at the time of purchase. These documents are the final authority on rules and regulations. If you have any doubts about a rule or regulation, or if you need a copy of the above Condominium Documents, they can be found on the SenEarthco website maintained by The Dartmouth Group or the Quail Run website. .

As Quail Run evolves, so does its Unit Owners Handbook. Therefore we have also included guidelines that address items not specifically addressed in the Master Deed or Trust documents, and we have amplified other items that are in those documents.

You can also learn more about what is going on within our community by accessing our web site at [www.quailruncondo.org](http://www.quailruncondo.org).

### **1.1 Statement of the Trustees**

The degree to which residents respect each other's rights ultimately shapes the quality of life at Quail Run. Rules, regulations and restrictions are necessary to preserve your right to the enjoyment of your community. In this regard, it is incumbent upon the Quail Run Condominium Board of Trustees, acting through our Management Company, to invoke all measures necessary to enforce the rules, regulations, and restrictions. The cooperation of all Unit Owners and Residents is expected, and indeed is essential.

The organizational structure of Quail Run is headed by a five-member Board of Trustees, whose members are elected to three-year terms, by the Unit Owners at the annual meeting. The Declaration of Trust empowers the Board of Trustees with the authority to manage and maintain the condominium. The Management Company, hired

by the Board, is responsible for the day-to-day operations of the complex, carrying out instructions from the Board, and in general, acting to serve the best interest of all Unit Owners. The Company's responsibilities include such tasks as: the collection of monthly condominium fees and assessments; the payment of bills; managing the selection process of contractors, overseeing their work and inspecting their services for Common Areas; enforcement of the condominium rules and regulations; procurement of insurance coverage; and the maintenance and repair of the Common Areas.

The Board of Trustees meets monthly with the Portfolio Manager and the Maintenance Supervisor to review and conduct the business of the Trust. The time and date of the meetings, is usually the first Wednesday of the month at 5 p.m. If there is a change in time or date, it will be announced in advance by broadcast email and posted at the mailbox area. Any Unit Owners who wish to attend and address the Board are requested to contact a Client Services Representative (CSR) one week prior to meetings to place their particular issue(s) on the agenda.

Unit Owners are welcome to attend and observe the open sessions of the meetings. Meetings are held in the office in the rear of the maintenance garage and space is limited. Unit Owners wishing to attend as observers should contact a Client Services Representative one week prior to meetings to assure that sufficient seating will be available. The Trustees reserve the right to limit the number of observers at any meeting.

The Board may invite Unit Owners and others to attend meetings as guests in an advisory capacity.

In accordance with the Declaration of Trust, one Unit Owner meeting is held annually in November with supplemental meetings scheduled at the discretion of the Board.

## **1.2 Communication Procedures**

All communications from Unit Owners regarding any Quail Run matter (for example, problems or requests concerning the owner's unit, the Common Areas, or other Unit Owners) must be addressed to the Management Company with a copy to the Chairperson of the Board of Trustees. The Board of Trustees and the Management Company have established procedures to work together to evaluate requests and problems and respond to them appropriately and in a timely manner. Emergencies always take priority.

**Quail Run is a safe and secluded community, but vandalism has occurred occasionally. Each resident should be alert for any sort of suspicious activity and call 911, the Woburn Police, in a timely manner.**

You may communicate with the Management Company by telephone, by fax, or e-mail (see contact information on Page 2), via the Management Company web site, or via our web site ([www.quailruncondo.org](http://www.quailruncondo.org)). You may also leave a written work order form (see Appendix 1) or other written requests in the drop box at the mailbox shed. **Please**

**Note:** If you choose to submit your request via telephone and the Client Services Representative (CSR) or the Portfolio Manager is unable to take your telephone call or respond immediately to your request, be sure to leave a message.

It is important to understand that not all requests and problems can be treated the same way. The Management Company will frequently be able to resolve routine matters without referral to the Board, whereas some items must wait for review at the monthly Board meeting. Larger problems cost more and take a longer time to resolve. Costly solutions might have to be delayed due to budget considerations. Priority is always given to issues which affect safety.

Condominium living requires that prioritized needs and budgetary constraints be balanced by the Board of Trustees and the Management Company for the benefit of all Unit Owners; that balance may not always be obvious or what an individual Unit Owner would choose.

### **1.3 Posting Notices**

Any written notices that are required by the bylaws to be delivered by hand or by U.S. mail will be sent in accordance with the bylaws. This would include notice of the Annual Meeting and notice of any other special general owner meetings. Other notifications pertinent to all Unit Owners will be broadcast by e-mail from the Management Company, with notices of general interest posted at the mailbox bulletin board. Any Unit Owner wishing to post a notice of general interest may do so on the bulletin board at the mailbox provided the size is no greater than 3"x5". **Please do not tack notices to the vinyl or trim of the building.** Notices that contain solicitations or advertisements are discouraged and will be removed

### **1.4 Common Charges**

The Trustees approve a budget annually to take effect the first of January. Unit Common Area Charges are determined by applying each unit's percentage of Beneficial Interest as documented in each deed. An annual meeting is held to inform Unit Owners of any changes in the Common Area Charges. Common Area Charges are payable, in advance, on the first day of each month. As dictated in the Condominium Documents, late fees (\$15.00 plus interest charges) will be applied automatically to payments received after the 10th of the month. There are additional penalty fees of \$50 per month for any payments two months or more overdue, as well as separate penalty fees for continuing rules violations.

Checks should be made payable to Quail Run Condominium and mailed to the property Management Company. You may also arrange for your fee to be debited to your bank account automatically each month, which is the most economical method for both unit owners and the trust. Call the Management Company for details.

## **2.0 MAINTENANCE**

### **2.1 Quail Run Maintenance Supervisor**

There is a full time Maintenance Supervisor on the property Monday through Friday during the hours of 8:00 a.m. - 4:30 p.m. The maintenance office is located in the garage on the Vine Brook Way circle. A Work Request for routine maintenance can be called or faxed to the Management Company, left in the box for that purpose at the mail shed, or can be sent via the Quail Run Condominium web site. See Appendix 1 for the Work Request Form. **Please do not contact the Maintenance Supervisor directly, as his work is scheduled by The Dartmouth Group.**

The Maintenance Supervisor is available for after hours work, with the caveat that neither the Trust nor TDG will bear any liability for after hours personal services. The Maintenance Supervisor must not be contacted with personal requests during his official work day. Any residents engaging the Maintenance Supervisor personally must also sign the waiver form available on the website and through TDG.

### **2.2 After Hours and Holiday Emergencies**

The Management Company offers emergency on-call services after 5:00 PM during weekdays and all day on week-ends and holidays. Some examples of emergencies include flooding, Common Area damage, fire (call 911 first, then the Management Company), or any dangerous condition.

All other requests for routine maintenance, e.g., reporting a light out in a Common Area or an incident on the property, a request, etc., can be left on the voice mail at the Management Company. A staff member will retrieve the message and dispatch maintenance personnel the following business day.

Unit maintenance, e.g., loss of electricity, cable, telephone, mechanical failure of heating and a/c equipment, appliances, disposals, etc. is the Unit Owner's responsibility. The Unit Owner is responsible for calling a repair service or utility provider.

Other emergencies, such as personal injury, noise disturbance, lockouts, trespassers, vandalism, should be reported to the police.

The Trustees and the Management Company may charge any Unit Owner for non-emergency calls made to the answering service that result in after-hours dispatch of maintenance personnel.

### **2.3 Quail Run Vendors and Contractors**

The Board of Trustees requests that Unit Owners not address questions, concerns, or requests to any Quail Run Condominium contracted workers on the property. Workers are complying with specific work orders and have no authority to respond to Unit

Owners or alter work orders. Any issues should be directed to the Management Company.

### **3.0 PARKING AND TRAFFIC PROCEDURES AND RESTRICTIONS**

The following is a description of the basic traffic and parking procedures at Quail Run. The only way the residents of Quail Run can obtain enjoyment in the community is for every Unit Owner to respect the rights of other Unit Owners. While Quail Run Condominium Trust is private property, the traffic laws of Massachusetts still apply and must be observed.

#### **3.1 Speed limit**

**The speed limit is 20 mph on all roadways at Quail Run. Speed bumps have been installed on the main road to discourage speeding. There are a number of small children and handicapped people in our community. PLEASE DO NOT SPEED. Do not pass vehicles on Quail Run roadways.**

#### **3.2 Parking Procedures**

Every unit at Quail Run has **two** deeded parking spaces: an assigned carport or an attached garage and the driveway just outside the carport or garage. While the Trust discourages Unit Owners from having more than two cars, if your unit has an attached garage, a third car may be parked in the driveway, as long as it does not protrude into the street. In addition, eight extra parking spaces at the circle below Vine Brook Way, are available for rent from the Trust. The current monthly rental fee is \$30.00. Overnight usage of guest spaces is now offered for the same monthly fee. Should paid visitor space become excessive, the Trustees will have to increase the monthly rental for visitor spaces accordingly. Unit Owners may contact the Management Company about renting one of these spaces.

In addition, each cluster has parking spaces for guests and repair and maintenance contractors hired by Unit Owners. **Unit Owners are not allowed to park their vehicles in the guest parking areas, except during snow plowing or other short term events.** Guest parking is permitted in those spaces overnight, but is limited to two weeks. If a Unit Owner has a guest staying longer than two weeks, the Unit Owner should contact the Management Company to rent one of the additional parking spaces owned by the Trust. Cars parked in visitors parking areas longer than two weeks will be ticketed and the Unit Owner will be fined. Unit owners are responsible for the actions of their guests.

No unregistered, uninsured or inoperable vehicles are allowed on the property. Storage of vehicles is not permitted.

There may be times (holidays, Unit Owner parties, etc.) when Unit Owners need additional parking. The parking area at the pool area may be used at those times, but the two-week limit to guest parking applies.

Vehicles may not be parked around cluster circles or on the main roadway unless a situation warrants. Unit Owners may park in front of their units for a short time, not to exceed 30 minutes, for the purposes of loading or unloading. Please avoid parking on the circles during trash pickup. Cars parked around the cluster circles when trash is being picked up have forced heavy trucks to drive on the grass, causing damage to the irrigation system, plantings, and lawn. **Parking is never allowed on the grass areas.** Unit Owners who park on the grass will be responsible for the cost of repairing any damage they cause. Unit Owners are responsible for the actions of their guests and repair and maintenance contractors. Unit Owners should make their guests and service people aware of the parking and traffic regulations.

### **3.3 Washing Vehicles**

The washing, cleaning, or repairing (except emergency repairs) of automobiles or any other vehicles is not permitted in the guest parking spaces or Common Areas. At units with attached garages, the driveways may be used for washing vehicles. A space at the pool, designated for washing of vehicles, is available to those Unit Owners who do not have an attached garage. A hose is set up at the pool area for Unit Owners' convenience. The area shall be left in a clean and neat condition by those who use it. **Only biodegradable cleaners are to be used in Quail Run.**

### **3.4 Commercial Vehicles**

Quail Run Condominium Trust does not allow trucks, commercial vehicles, trailers, campers, boats or other large recreational vehicles to be parked in a carport, garage, any parking space or Common Area without prior written consent of the Board of Trustees. No owner, resident, or over-night guest is allowed to park any commercial vehicle without the prior written consent of the Board of Trustees. In cases of emergency, commercial vehicles may be parked within the condominium property with approval of the property manager or the Board Chairperson.

### **3.5 Non-Resident Commercial Vehicles**

The roadways of Quail Run Condominiums are not easy for large commercial vehicles to navigate. Unit owners are responsible for damages caused by large commercial vehicles entering Quail Run on their behalf. See Appendix 16 for restrictions.

## **4.0 USE OF COMMON AREAS AND FACILITIES**

### **4.1 Definition of Common Areas**

**A. Land:** Subject to any restrictions and easements, all property and improvements erected thereon deeded with the Condominium are deemed Common Areas. It is the

responsibility of the Association to maintain all roadways, walks, stairs, drives, landscaping, exterior rails, fencing, etc., comprising the site improvements. Areas of maintenance include, but are not limited to: landscape maintenance; pool and tennis court maintenance; snow removal; periodic painting; general site lighting; and conservation land management. Unit Owners shall not undertake to add to, remove from, modify, or repair any feature of Common Areas (except as explicitly allowed by the Rules and Regulations) without the written permission of the Board of Trustees. The Management Company should be promptly notified of the need for work on Common Areas. Use of the conservation land shall comply with city and state restrictions.

**B. Buildings:** The Association is responsible for the exterior maintenance of all components of these buildings beyond the limits of the individual units described in this Handbook. Unit owners are responsible for the maintenance, repair, and replacement of unit windows. Please see Appendix 17 for more information. House numbers have been attached to the front of all units. No other house numbers are to be attached to the front, rear, or sides of the unit. The exterior of all units is sided with vinyl; similarly the privacy fences between the units are constructed of vinyl material. **Nothing may be attached to the unit exterior or the fences with such devices as screws or nails that penetrate the vinyl surface.** Lightweight decorations may be affixed with hook-and-loop fasteners (such as Velcro) or removable adhesive hooks (such as 3M Command hooks). These non-penetrating hangers are not appropriate in locations that are exposed to direct sun or to rain. Any damage to vinyl surfaces resulting from attaching anything to vinyl surfaces will be repaired by the Trust and charged to the offending Unit Owner.

**C. Patios, Fences, and Decks:** Areas of maintenance on these buildings include, but are not limited to exterior vinyl siding, trim, and roofs. On-grade patios, fences and as well as decks and privacy fences are Common Areas to which the adjacent unit has exclusive use; however, the fences are maintained by the Association, **whereas the patios and decks are the Owners' responsibility.** However, beginning in 2006, the Trust will seal the floor and paint the railings of each deck on a three-year cycle. **Note:** painting every three years is not adequate to protect deck railings; the Trustees advise that Unit Owners paint the railings yearly in the off-years to prevent rot and avoid repairs, which are Unit Owners' responsibility. (See Appendix 6 for paint specifications.) Owners are also responsible for keeping their decks or patios in a good state of preservation and cleanliness.

**D. Mechanical and Electrical Services:** The Association is responsible for maintenance of all components of the mechanical and electrical distribution systems providing service up to the limits of individual units. These systems include water and electrical distribution systems, irrigation systems, and sanitary and storm sewers. The Condominium Trust may charge to a Unit Owner the cost to repair any damage to the mechanical, electrical or other building service systems or any damage to the Common Areas and Facilities caused by such Unit Owner, the Unit Owner's family, guests, tenants, employees, or contractors. The reasonable cost to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefore. Electrical fixtures and components dedicated to a single unit, such as external light

fixtures and master power shut-off switches are also the responsibility of each unit owner.

Our Condominium documents give owners the responsibility for external electrical fixtures dedicated to their unit. This would include external lighting fixtures and master power switches. However, based on past precedent, the Trust will continue to be responsible for all of the components of garage door systems, including electrical.

## **4.2 General**

There shall be no obstruction of the Common Areas or Facilities nor shall anything be stored in the Common Areas or Facilities without the prior written consent of the Trustees, except as expressly provided in this Handbook. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.

Nothing shall be hung from the windows, decks or placed upon the window sills, nor may any rugs or mops be shaken or hung on any windows, doors, or decks. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a unit or exposed on the Common Areas or Facilities of the Condominium. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Areas.

Other than actively used chairs, benches and tables of such number and type as are commonly used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on patios, or underneath decks except with the written approval of the Trustees.

See Appendix15 for Holiday Decorations guidelines.

## **4.3 Snow Procedures**

The snow removal contractor hired by the Trust is responsible for the clearing all main roadways, parking areas, driveways and walkways and applying sand as necessary throughout the season. The contractor will attempt to vary the starting point for plowing of the driveways and sidewalks, but this practice is not always possible. Please do not ask the plow operators to interrupt the process to clear your driveway or walk. If there is an emergency, which requires your unit to be cleared, please contact the Management Company, and a message will be dispatched to the contractor. Special attention is paid to sanding problem areas such as the hills on the main road and the road to Michael's Green, Kendall's Mill and to Vine Brook Way.

Your assistance is appreciated during this process. When you hear the equipment on the property please make sure your vehicle is in the garage or moved to a cleared area. Please clear any snow from your vehicle **before** the area is plowed.

## **4.4 Barbecue Grills**

**The City of Woburn does not permit propane gas grills, charcoal-fueled**

**barbecues, or any cooking device that uses a flammable starter fluid to be used on a wooden deck.** On the ground level, grills must be used at least ten feet from any wooden structure. Electric grills, such as those commonly used as indoor appliances, may be used on decks. Grills with propane tanks attached, and unattached tanks, empty or with contents, may not be stored indoors, in garages or in carports. Please use caution and common sense.

#### **4.5 Firewood Storage**

Firewood may be stored outside the unit. It must be placed at least 10 inches from the building, garage walls, or carport walls, should be stacked neatly, should not be placed directly on the ground or block entry to the unit.

#### **4.6 Solicitation**

No person, including Unit Owners, shall enter the complex for the purpose of vending, peddling, or soliciting from residents. If you are approached, inform the person that soliciting is not allowed on the property and that the police will be notified if they do not desist. Do call police if necessary.

#### **4.7 Trash and Hazardous Waste Removal**

Each Cluster has areas for trash disposal. Residents are responsible for securing their trash in plastic bags and depositing the bags in the collection bins located in the trash sheds in their Cluster, or in the case of Vine Brook Way in unit owner individual bins. Trash must not be left outside the collection bins.

- The 2012 City of Woburn Curbside Recycling Information sheet is useful for quick reference.
- Nothing can be left outside the bins unless special arrangements for pickup have been made.
- Trash is picked up once per week on Mondays (except legal holidays).
- Corrugated cardboard boxes must be flattened, cut to a maximum of 2' X 4', tied, and placed into the bins.
- All large items must be disassembled so that they can reasonably be placed within the appropriate bins.
- Unit Owners are responsible for the disposal of large objects. The City of Woburn charges \$15 - \$30 for the removal of large appliances (such as washers, dryers, dishwashers, stoves, refrigerators, air conditioners, TV's, computer monitors). Please contact Waste Management at (781) 933-2113 to arrange for pick-up of these items and others such as hot water heaters, carpet, flooring, construction materials, cabinets, furniture, mattresses, etc.). The Unit Owner is responsible for any costs associated the pick-up of these objects.
- Recyclables (paper, cardboard, bottles, cans, plastics) are picked up every other week on the regular trash day. Please sort recyclables and deposit them into their appropriate bins.
- No hazardous waste materials may be placed in or around the collection bins. Hazardous waste includes, but is not limited to, paint, household cleaners,

propane tanks, flammable products, etc. A separate pick-up of these items must be arranged by the Unit Owner.

- Christmas trees may be left outside the bins for pickup, per the Holiday Decoration Guidelines. There will be a pickup on Monday, the 9th of January 2012.

#### **4.8 Pets**

No animals (dogs, cats, birds or other pets) shall be kept in or about the Units or the Common Areas without the written consent of the Board of Trustees, and consent so given may be revoked at any time. Pets shall be licensed and inoculated as required by law. Pets shall be leashed or carried at all times in the Common Areas. Pets are not allowed in the pool area at any time.

Pet owners shall clean up after their pets. Excrement shall not be allowed to remain in any Common Area, including, but not limited to, sidewalks, garages and lawn areas. No animals of any size, which in the Trustees' judgment create unreasonable interference with use and enjoyment of units and Common Areas, shall be kept in any Unit or brought to Common Areas. Violators of these rules will be fined.

#### **4.9 Garage Sales**

Garage sales are not permitted at Quail Run. The Trustees encourage Unit Owners to donate salable goods to an appropriate charity.

### **5.0 CHANGES AND ALTERATIONS**

No alterations or improvements to any portion of the Common Areas are to be performed by a Unit Owner without prior written approval of the Board of Trustees. Please refer to section 4.0 of this handbook for the definition of Common Area. Also, please refer to Appendix 2 for the application form for requesting changes and alterations.

#### **5.1 External Unit Areas**

The Common Areas and Facilities may not be decorated, furnished, or altered by any Unit Owner or resident in any manner without the prior written consent of the Board of Trustees. It is not the intent of any of these rules to keep Unit Owners from displaying their heritage on special holidays as long as it is done in an appropriate manner. Certain decorations, furnishings, or alterations may not be allowed. These Rules and Regulations are given in more detail in the Master Deed.

Decorations, furnishings and alterations must not block the entrance of the unit. Nothing may be permanently attached to any portion of the building. No permanent stickers or signs may be attached to the unit doors, windows, or vinyl siding, except a security system sticker may be attached to the entry window only. See Appendix 15 for

Holiday Decorations guidelines.

The American flag may always be flown in a respectful manner, with care taken as to size and position. No other flags may be displayed. (See Appendix 9.8 for method of mounting flagpole)

Unit Owners wishing to alter the external portion of their unit must have approval from the Board of Trustees before proceeding with the work. Please use the form provided in Appendix 2 and send it to the Management Company (with a copy to the Chairperson of the Board of Trustees). Include diagrams detailing the dimensions and appearance of the proposed alterations, a description of the materials to be used, the identity and qualifications of service providers.

A statement that a Trustee has inspected the property is required to identify any unapproved alterations to the unit's exterior and to confirm that any alterations to planting areas have been disclosed to the buyer. Any such items will be identified on the form in Appendix 4 which, if not rectified prior to the sale, will become the buyer's responsibility. Any unapproved alterations must be remediated within 30 days of the sale, if not previously corrected by the seller.

**Please do not attempt repairs to the exterior components of the buildings. Notify the property Management Company of needed repairs.**

## **5.2 Landscaping Guidelines**

Quail Run hires a Professional landscaper to take care of the property. When additional work must be done, Quail Run contracts professionals in the field to resolve the problem. **Unit Owners may not remove trees or bushes from the Common Area without prior written approval of the Board of Trustees.** Planting in the mulched areas adjacent to units is permissible.

Unit owners are permitted to thin out the many perennials that have become overgrown in areas around their unit. Unit Owners should replant the plants to other areas around their unit or offer them to the Landscaping Committee or to other Unit Owners for replanting.

Unit Owners wishing to enhance the appearance of Quail Run beyond current budget constraints may engage existing contracted professionals at their own expense with the approval of the Landscaping Committee and Board of Trustees. See Appendix 14 for Unit Owner Landscaping Improvements Trial Program.

### **Guidelines for Plantings in Front and on Side of Quail Run Units**

1. All permanent beds may be enhanced with annual plants and bulbs. If perennials are planted, they must be at least two feet from the foundation and must not be allowed to grow to more than three feet high. Additionally, they should be non-intrusive and appropriate in color and form to the existing beds. Unit Owners shall maintain what they plant with appropriate watering, fertilizing, and trimming. (See

Appendix 3 for list of suitable plants and shrubs.)

2. Any existing permanent plantings in front of the Units may not be removed without review by the Landscape Committee and the written approval of the Board of Trustees. Enlargement of existing beds is not permitted. All additional plantings around lampposts and in existing common beds must be well maintained by the Unit Owner who set them out.

3. Pruning of trees and shrubs by Unit Owners is generally not permitted. Those Unit Owners who have received special training by the arborist hired by the Association may do some limited pruning with the approval of the Board. Contact the Property Management Company if pruning is needed.

4. Unit Owners may replace shrubs with the written permission of the Board of Trustees. In order to insure the survival of any new shrubs they plant, Unit Owners must maintain them by watering and fertilizing for the first year, longer if necessary in the judgment of the Board of Trustees. Thereafter, the landscaper hired by Quail Run will be responsible for the care of the shrubs.

5. Freestanding plants in pots and boxes must be confined to the front entrance, patios, or decks. **Hanging planters and pots may not be attached to the vinyl siding or privacy fences.** Screw hooks may be screwed only into the underside of the front porch overhang.

6. Any ground covers must be kept under control and well maintained so as not to interfere with lawn care.

7. Vegetables of any kind may not be grown in the front beds, but may be allowed in the rear with the approval of the Board of Trustees.

8. Artificial flowers, statuary, barrel planters, etc. are not permitted in the front of units. These items may be displayed in the rear. Bird feeders, birdhouses, and bat houses may be placed in the rear of units, at least 10 feet from the building. Bird feeders should be squirrel-proof. Birdbaths and other ornaments that can catch rainwater are not allowed, as they are breeding grounds for mosquitoes.

9. It is important that all residents monitor the sprinkler system to be sure that the appropriate areas are receiving the water and that siding and windows are not being sprayed. Please report any sprinklers not working properly to the Management Company.

### **Guidelines for Plantings on Decks and at the Rear of Quail Run Units**

1. Flower pots and planters must be placed securely on the floor of the deck. A raised saucer under the pot or planter is advisable to allow for air circulation and to prevent the collection of water on the deck and subsequent rot.

2. Hanging pots may not be attached to the vinyl siding or the deck rail.
  3. Plantings should not interfere with your neighbor's deck or patio.
  4. A request to make any changes to the size and shape of the patio must be submitted in writing to the Management Company with a copy to the chairperson of the Board of Trustees, such request to include a diagram detailing the dimensions, materials to be used, and the identity and qualifications of service providers. Please refer to Appendix 2 for the form to request such changes. Anyone given permission to add any plantings or to dig outside their unit should obtain from the property manager a layout of the property's gas lines and call Dig Safe. These lines are at shallow depths and obviously should not be disturbed. The care and maintenance of changes in the patio area are the responsibility of the Unit Owner.
  5. Shrubs and plants under the windows must be no more than 3 feet in height and at least 2 feet from the foundation. Caution must be taken to avoid damage to the building or the privacy fences. (See Appendix 3 for a list of suitable plants and shrubs.)
  6. Plants and shrubs must not interfere with your neighbor and should not go beyond the area indicated by the privacy fence. The Board of Trustees must approve of plantings beyond this area.
  7. Unit Owners remain responsible for the ongoing care of planting beds and other rear yard modifications to common areas as well as patio plantings. Those residents no longer able to care for these areas must either hire ongoing landscaping resources or have the beds restored to original condition.
- Finally, you should be aware that the Association requires that any Unit Owners selling their unit either restore all planting beds to their original condition or obtain agreement from the buyer to accept and care for any plantings installed by the seller. A form for this purpose (Seller/Buyer Agreement Regarding Plantings and Alterations) is in Appendix 4 and is also available from the Management Company. This form must be executed and submitted before sellers can receive the 6D certificate needed for closure of the sale.

### **5.3 Patios and Patio Alteration**

The patio that is standard issue with each unit is 10 feet by 10 feet with Boston Colonial BON Hill or similar bricks or pavers set in sand or stone dust, with 2 inch by 6 inch border of preserved wood, weatherproof composite (such as Trex) or the same brick around the patio to hold the edge bricks in place.

For level ground 4"x4" pressure treated lumber can be used in the ground in line with the bricks for support.

If sloping requires a raised edge, a border of 12" x 15" mortarless wall blocks may be used. The owner is responsible for the maintenance and repair of the patio. Any alteration requires written approval from the Board of Trustees before beginning work. Please use the form provided in Appendix 2 and send it to the Management Company

(with a copy to the Chairperson of the Board of Trustees). Include diagrams detailing the dimensions and appearance of the proposed alterations, a description of the materials to be used, the identity and qualifications of service providers, and written documentation of the approval of the abutting Unit Owners.

## **5.4 Awnings**

### **5.4.1 Patio Awnings**

Only one awning is approved by the Board of Trustees for use in Quail Run. It is available from Morgan Awning Company (owner: Graham West), 10 Atlantic Avenue, Woburn, MA 01801, Tel. (781) 569-6311. Only the color (#4777 Stripe) with fringe and this vendor are approved; the Board of Trustees must approve size and shape of each installation.

Please use the form provided in Appendix 2 and send it to the Management Company (with a copy to the Chairperson of the Board of Trustees) with a diagram detailing the dimensions and appearance of the proposed installation.

### **5.4.2 Window Awnings**

The purpose of window awnings is to shelter windows lacking any kind of roof overhang and is restricted to rear windows. The vendor is Morgan Awning Company, using same fabric (#4777 Stripe) and fringe as approved for patio awnings.

The frame is a permanent, fixed position welded (16-gauge, 1" x 1") steel frame with protective anti-corrosion white paint.

The frame and awning are attached approximately 12-13" above top of window pane and approximately 18" of vertical drop between top of window pane (including fringe). The depth must be adequate to permit the full range of window operation. The width should extend 4" on either side of the window frame.

Please use the form provided in Appendix 2 and send it to the Management Company (with a copy to the Chairperson of the Board of Trustees) with a diagram detailing the dimensions and appearance of the proposed installation. The vendor can provide computer generated overlays of the proposed installation onto actual pictures of the installation area.

## **6.0 INDIVIDUAL RESIDENTIAL UNITS**

### **6.1 Boundaries and Components**

The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows are specified as follows:

1. Floors: The upper surface of the cement slabs.

2. Ceilings: The plane of the lower surface of the roof joists and rafters.
3. Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the concrete foundation walls; as to doors, including storm doors, the exterior surface thereof and of the door frames' and as to the windows, including storm windows and skylights, the exterior surface of the glass and of the window and skylight frames.

In addition, the following items are also a part of the individual unit and therefore the responsibility of the Unit Owner:

4. Heating, Ventilating and Air Conditioning System (HVAC): Complete HVAC system, including the exterior condenser. A minimum winter setting at 58 degrees F helps to insure against an infrequent but possible winter "freeze up". This minimum setting is also advisable if you will be away from your home for several days or longer. Heat pumps will function most efficiently if a constant thermostat setting is maintained during both the heating and cooling seasons.
5. Water and Plumbing System: All fixtures, valves, drains, sill cocks etc., including hot water heating equipment, which comprise the complete plumbing system serving each unit. Common supply and drain lines serving more than one unit, wherever located, are Common Elements and not part of the Unit.

**Outdated water heaters put the Unit Owner and adjoining Unit Owners at great personal and financial risk. It is required that a water heater be replaced every ten years or sooner.** In the past, older water heaters have leaked, causing damage to that unit and adjacent units as well, resulting in large insurance claims against our master policy. This in turn led to increased insurance premiums that were passed on to Unit Owners as higher condominium fees. For basement water heaters where there is no possibility of water seepage to other units, unit owners can request the Board for a waiver,.

**Unit Owners are required to notify the Management Company in writing by completing the form on the website when a water heater is replaced.** The Management Company keeps a record of the replacement date and warranty and notifies the Unit Owner when replacement is again necessary.

**In addition, Unit Owners (who have not already done so) shall replace washing machine hoses with hoses reinforced with steel mesh.**

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6. Electrical Systems: All fixtures, wiring, cables, conduit, meters, switches, receptacles, etc., which comprise the electrical system serving each unit. Each unit is supplied with a separate electric meter and each owner is solely responsible to the electric company for payment of all charges arising from the electricity used in said unit.
7. Fireplaces: Fire boxes, enclosures, dampers, flues, stacks, etc. comprising the interior fireplace installation.

## 6.2 Responsibilities of the Unit Owners

It is the intent that Quail Run Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment. No noxious or offensive activities shall be carried on in any Unit, including the creation of noise, odor and vibration, or in the Common Areas or facilities of the condominium; nor shall anything be done either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or residents. Unit Owners shall not make or permit any disturbing noises in their Units by themselves, their families, tenants, employees, agents, visitors and licensees, nor do or permit anything that will interfere with the rights, comforts or conveniences of the other Unit Owners.

Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Woburn and shall indemnify and hold harmless the Condominium Trust or other Unit Owners from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests, invitees and pets.

Unit Owners shall secure their units when they will leave them vacant for more than a few days. They shall:

- Give a key to a trusted neighbor or relative and have them check their unit at suitable intervals
- Notify the Management Company of their absence and inform them of who has the key.
- Leave contact information with the person checking their unit and with the Management Company
- Turn off main water valve to prevent water damage from leaks

From November 1 to April 1, they shall:

- Set thermostats no lower than 58 degrees F.
- Turn off main water valve to prevent water damage from leaks
- Turn off valves to outside spigots, but leave sill cocks open
- Consider hiring a plumber to drain the system professionally

Unit Owners shall keep their Units to which they have sole access in a good state of preservation and cleanliness.

No industry, business, trade commercial or professional activities that requires clients or customers (including Quail Run residents) to enter any unit shall be conducted, maintained or permitted on any part of the condominium property; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except as shall have been approved in writing by the Board of Trustees.

Unit Owners shall not keep in their units any flammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use.

Nothing shall be done in any Unit or in, on or to the Common Areas or Facilities which will impair the structural integrity of any building or which would structurally change part of the building.

While the Trust is responsible for the proper operation of standard, originally installed exterior vents (range hood, microwave, dryer, etc.), owners are responsible for the periodic cleaning of dryer vents. Any vent modifications at owner's expense require Trustee approval and the ongoing maintenance of such venting systems and connecting ductwork remains with the owner.

If a Unit Owner is expecting a delivery, the Unit Owner is responsible for notifying the vendor of the 40 foot limit for trucks. Larger trucks have caused damage and have had difficulty navigating in Quail Run. See Appendix 16.

### **6.3 Gas Conversion**

There are still a number of units that have not converted from electric to gas heat. Specific guidelines and restrictions, available from the Management Company, must be followed to make this conversion. Written approval must be obtained from the Board of Trustees prior to commencing any conversion. Please use the form provided in Appendix 2 and send it to the Management Company (with a copy to the Chairperson of the Board of Trustees).

### **6.4 Notification**

The interior of each unit is the responsibility of the individual Unit Owner. However, situations may arise where a problem in one unit will directly affect other units or Common Areas, e.g., a hot water heater leak or broken pipe. In such cases, immediately notify the Management Company, which will promptly assess the problem and take appropriate action. Failure to notify the Management Company may be considered to constitute negligence on the part of a Unit Owner, who may then be assessed for the costs of repairing all or part of the resulting damages.

## **7.0 RECREATIONAL FACILITIES**

Memorial Day Weekend is the usual scheduled date for opening the pool. All Unit owners must follow the following Rules and Regulations. The lock combination at the pool gate and the Tennis Court is omitted here, but it is included in the notices sent out each year when the pool opens, and is password protected on this website in the [pool-tennis combination page](#). If you do not have a password yet, start with the [Password Setup](#) first.

In order to gain access to the pool, you must push these numbers in the order given and turn the latch clockwise. The gate is self-closing and self-locking. If you are the last person to leave the pool area, please make sure safety lines are secured and the gate is closed and locked.

The keys to the men and women's rooms are hanging behind a sign inside the pool area.

No one may use the pool after dark. Should you observe anyone trespassing on the premises or suspect vandalism, particularly in the pool area after hours, please **call the Woburn Police Department immediately**. A follow-up call to the Management Company voice mail would be appreciated.

**Remember – the Quail Run Pool does not have a lifeguard. Do not swim alone. All residents and guests swim at their own risk. Please be careful.**

### **7.1 Pool Rules and Regulations**

1. The pool opens at dawn and closes at dusk.
2. The pool is not supervised by a lifeguard. Persons using the pool do so at their own risk.
3. Running, rough play, excessive splashing, or noisemaking is prohibited.
4. Diving is prohibited.
5. Alcoholic beverages or smoking are not permitted in the pool area.
6. Glass or other breakable items are not allowed in the pool area.
7. Everyone must shower before using the pool. (Suntan lotion must be removed.)
8. Individuals with open skin wounds or infectious diseases should not use the pool.
9. All minors (under the age of 16) must be accompanied by an adult.
10. Children under the age of five must wear a flotation device.
11. No diapers allowed in the pool. Babies must wear rubber pants or swim diapers.
12. The pool is for the use of current Unit Owners of the Quail Run Condominium, their authorized lessees and their guests only.
13. Unit Owners assume all responsibility for the actions of their lessee and/or guests.
14. All guests must be accompanied by an authorized resident of the Quail Run Condominium.
15. The Trustees reserve the right to enforce a limit of no more than two (2) guests per Unit to avoid overcrowding of the pool area.
16. Animals are not allowed in the pool area.
17. Everyone using the pool must wear appropriate swimsuits (no shorts or cutoffs).
18. The pool is not to be used for any organized events or parties without the approval of the Board of Trustees. Requests must be made in writing to the Trustees.
19. All individuals must remove their own trash. The area must remain clean and clutter-free. No personal property is to be left in the pool area.

Any violation of these rules may result in fines or other appropriate disciplinary action, including the loss of pool privileges.

### **7.2 Tennis Rules and Regulations**

1. Tennis courts may be used only by residents of Quail Run. Guests are permitted only when playing with a resident.
2. Tennis courts may only be used for the purpose of playing tennis.

3. All players must wear tennis shoes and appropriate tennis attire.
4. A resident may reserve the court by signing up on the whiteboard posted by the telephone in the Clubhouse area.
5. Residents are requested to make a reasonable effort to use their reserved courts. If a resident fails to show up for a reservation after 15 minutes of the reserved time, the reservation is forfeited.
6. During peak period on any given day, a "playing group" (singles, doubles, or whatever) may reserve the court for only one hour. At all other times, a playing group may reserve up to 2 court hours. The following time periods are designated peak periods:
 

Every day	5:00 PM to 8:00 PM
Saturday & Sunday	9:00 AM to 1:00 PM
7. After playing group has played its allowed reserved time (1 hour during peak periods, 2 hours otherwise), it must yield the court to waiting residents.

## **8.0 INSURANCE**

Quail Run is required under the Declaration of Trust to carry insurance coverage for the Association's property. The policies are Broad Form, including limits of 100% replacement cost for the land and buildings of Quail Run, excluding personal property. However, the policies are NOT designed to be "maintenance" coverage, in other words they do provide protection in the case of fire, flood, natural disaster, and other catastrophes, NOT routine wear and tear of the property. If the roof leaks due to wear and tear, this is not a covered loss under the Master Policy. A Unit Owner may however obtain coverage for interior damage under their HO6 policy.

The best possible protection occurs when the Master Policy, including the coverage mentioned above, is coordinated with the individual homeowner's policy (HO6) as supplemental coverage. **It is imperative that ALL homeowners have an HO6 policy including the appropriate endorsements.**

The Master Policy has "first party coverage" in the event of a covered loss. Should a loss occur, the Unit Owner should contact the Management Company immediately. The Management Company will inform the Board and send a "notice of claim" to the Trust's agent. If it is determined that the amount of resulting damage (excluding personal property) exceeds the deductible for the Master Policy (\$5,000.00), and the cause of the loss is covered, a claim will be filed with the Trust's insurance carrier. The Unit Owner should always report the loss to their agent at the time of the loss. If the claim is denied under the Master Policy, it is the responsibility of the Unit Owner to file a claim with their carrier regardless of where the loss originated. Please refer to Appendix 5 for procedures to follow in the event of a loss.

In the event of a loss, with respect to what is covered in the units, the Master Policy covers all permanent components, i.e. walls, ceilings, flooring, appliances, cabinets, HVAC equipment and lines, doors, windows, bathroom fixtures, and plumbing lines, etc.. The Master Policy does NOT cover personal items, or the cost to repair/replace the item that caused the loss, only the resulting damage (for example, the cost to

replace the hot water tank that leaked is not covered).

To avoid omissions in coverage, Unit Owners are advised to carefully coordinate the insurance of their individual units and the contents with that which is covered by the condominium Master Policy. Questions can be directed to the Management Company or the Trust's insurance agency.

**THE IMPORTANCE OF HOMEOWNERS' OBTAINING PROFESSIONAL ADVICE CONCERNING INSURANCE COVERAGE CANNOT BE EMPHASIZED ENOUGH. Friends may mean well, but they may give you the wrong advice. If you have the wrong insurance or choose not to have an HO-6 insurance policy, you will be personally responsible for the Master Policy deductible of \$5,000.00. Additionally, the Master Policy does not cover any of your personal possessions such as clothing and furniture.**

## **9.0 APPENDICES**

- 9.1 Appendix 1: Work Request Form
- 9.2 Appendix 2: Changes and Alterations – Application Form
- 9.3 Appendix 3: Suitable Plants and Shrubs for use in Common Areas
- 9.4 Appendix 4: Seller/Buyer Agreement Regarding Plantings and Alterations
- 9.5 Appendix 5: Insurance Procedures
- 9.6 Appendix 6: Unit and Door Painting Color Specifications
- 9.7 Appendix 7: Approved Door & Hardware Specifications
- 9.8 Appendix 8: Approved Flag Mounting Hardware
- 9.9 Appendix 9: Specifications for Replacement Doors and Windows
- 9.10 Appendix 10: Specifications for Installation of “AZEK” or “Trex” Decking and “Trademark” Railing Systems
- 9.11 Appendix 11: Specifications for Materials to Put Under Decks
- 9.12 Appendix 12: Specifications for Installation of Interior Garage Separator Walls for Multiple Unit Garages
- 9.13 Appendix 13: Request for the Installation of Garage Doors
- 9.14 Appendix 14: Unit Owner Landscaping Improvements Trial Program
- 9.15 Appendix 15: Holiday Decorations Guidelines
- 9.16 Appendix 16: Tractor Trailer Issues
- 9.17 Appendix 17 Window Maintenance and Replacement

## 9.1 APPENDIX 1 – WORK REQUEST FORM

### QUAIL RUN CONDOMINIUM TRUST

#### WORK REQUEST

Unit Owners may request work to be done by the Trust by supplying the Management Company and the Chairperson of the Board of Trustees with the information listed on this form. Mail a copy of this request to the Management Company, another to the Chairperson, and keep a copy for yourself.

You may also submit your request by telephone, by fax, or by e-mail to the Client Services Representatives (CSR), via our web site ([www.quailruncondo.org](http://www.quailruncondo.org)) or by telephone or fax to the Maintenance Supervisor.

Submission of this request does not guarantee that the Trust will assume responsibility for the work. However all requests will be considered, and you will receive a timely response, dependent on the severity and urgency of the situation. Thank you in advance for your cooperation.

Unit Owner \_\_\_\_\_ Address \_\_\_\_\_

Tel (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell) \_\_\_\_\_

Date submitted \_\_\_\_\_ E-mail \_\_\_\_\_

Please describe the problem and the work you are requesting \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has any work been done in the past regarding this issue? If so, what and when? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If you need more space, use other side.)

See Unit Owners' Handbook for current mailing and e-mail addresses and telephone and fax numbers for our Management Company and the mailing and e-mail addresses for the Chairperson of the Board of Trustees.

## 9.2 APPENDIX 2 – CHANGES AND ALTERATIONS – APPLICATION FORM

This form is to be completed by an owner requesting any change or alteration to any Common Area, unit interior or exterior. Please refer to section 5.0 of this Handbook for further definitions. No work shall commence until approval is granted by the Board of Trustees.

Unit Owner's Name: \_\_\_\_\_

Unit: \_\_\_\_\_

Tel (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell) \_\_\_\_\_

Desired start date for this project: \_\_\_\_\_

Contractor or Service Provider: \_\_\_\_\_

Please describe in detail the change or alteration for which you are seeking

approval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please check if additional pages included.
- Plans and detailed drawings, including location, dimensions, colors, materials list, attached (required for approval).
- Written permission from abutter(s) approving the change.
- Written assurance that all areas will be left in "broom clean" condition upon completion of the work.
- Copy sent to Property Management Company
- Copy sent to chairperson, Board of Trustees

Date Submitted: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

### **9.3 APPENDIX 3 – PLANTS AND SHRUBS FOR USE IN COMMON AREAS** (revised 2011)

Landscaping and gardening for condominiums has many limitations. Unit owners must be adhered to rules and regulations as well as the limitation of space. When buying plants and shrubs for your unit, the key words are DWARF and COMPACT. Many new varieties are available at the garden centers. Also, be sure to check the labels for growing requirements e.g., sun, partial shade, full shade, and hardiness zone.

#### **Shrubs suitable for foundation planting**

Azalea dwarf variety  
Birdsnest spruce  
Cotoneaster (check label, many varieties are low growing and spreading)  
Dwarf Boxwood (subject to winterkill)  
Dwarf Japanese Holly (many varieties)  
English Yew (check growing habits, many varieties)  
Hanoki False Cypress  
Hydrangea smooth or silverleaf  
Japanese Barberry  
Laurel compact variety  
Mugo pine  
Slender Deutzia (not evergreen)

#### **Low maintenance perennials**

Astilbe	Hosta
Bleeding heart (fringed)	Myrtle
Campanula	Pachysandra
Coralbells	Rudbeckia
Coreopsis	Sedum
Creeping Phlox	Shasta Daisy
Daylily	Siberian Iris
Dwarf Blanketflower	Stella d'Oro Daylily
Hardy Geranium	Yarrow

#### **Ornamental Grasses**

Blue Fescue  
Fountain Grass  
Maiden Grass

**9.4 APPENDIX 4 – BUYER/SELLER AGREEMENT REGARDING PLANTINGS AND ALTERATIONS**

**Quail Run Condominium Trust  
Buyer/Seller Agreement Regarding Plantings and Alterations**

Dear Unit Owner,

It has come to the attention of the Quail Run Trustees that you have placed your unit on the market to sell.

We would like to take this opportunity to wish you luck with the sale. We hope that residing at Quail Run has been a good experience for you.

We are also writing to inform you of a Quail Run Association rule that stems from our flexibility in allowing residents to plant bulbs and perennials in the front and rear of their units, as well as occasional vegetable plots in selected areas. This was allowed by the Association with the understanding that you would either restore those planting beds to their original condition or obtain agreement from the new owners that they will accept your plantings and care for them as their own, as if they had planted them. We ask that you and the buyer decide on one of these two options once the unit is sold, fill out the form below, and return it to the Management Company prior to your requesting Form 6D, which is necessary for the closing.

The Trustee Chairman will be notified by The Dartmouth Group of pending sales and will designate a Trustee to sign off below to confirm that any unapproved alterations and plantings that might require ongoing care have been identified below.

***(If you have made no unapproved alterations to the outside of your unit and have not planted anything that might require ongoing care, please sign at the bottom and return to the Management Company.)***

Unit Number \_\_\_\_\_

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

I agree to remediate all unapproved alterations to the outside of my unit. I agree to return all planting beds in front and behind my unit to their original condition.

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

**OR**

I agree to remediate all unapproved alterations to the outside of my unit. I agree to care for the all bulbs and perennials, other than bushes, in the planting beds in front and behind the unit that I am purchasing.

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

***I/We have not made any unauthorized alterations to the outside of my unit, nor have I/we planted anything around our unit that might require ongoing care.***

***Signature of Seller*** \_\_\_\_\_

**List of unapproved alterations or plantings:**

I confirm that any unapproved alterations have been identified above.

Signature of Trustee \_\_\_\_\_ Date \_\_\_\_\_

## 9.5 APPENDIX 5 – INSURANCE PROCEDURES

**Master Policy:** The Quail Run Condominium Trust, as stated in Article VI, Section 7 of the Declaration of Trust, maintains Master Policies of casualty and physical damage covering both Common Areas and Facilities and the units.

A certificate of the coverage maintained on behalf of the Unit Owner can be secured by contacting the current Insurance Agent for the Condominium. 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 & complete mailing address
- 4) Loan or reference number

**Unit Owner Policy:** All Unit Owners are advised to carry an HO6 Policy. It is the sole responsibility of all individual condominium Unit Owners to insure their own personal effects and contents, personal liability and liability for the Trust's deductible (\$5,000.00 for property damage).

All Unit Owners should purchase an HO6 Policy. The coverage must be coordinated between the individual HO6 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, appliances and additions (including those within a portion 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 HO6 Policy be endorsed to add HO32, which extends perils insured against from a "named peril" basis to so-called "all risk" coverage, although some limitations still remain. This coverage will provide the owner with coverage for the Association's deductible. Discuss particulars with your agent. Unit Owners should also consider HO35 - Loss Assessment Coverage.

These comments are intended as a guide for Unit Owners to assist them in developing a proper personal insurance program. We recommend that all Unit Owners review their own personal insurance requirements with their insurance agent.

**Investor Units:** It should be noted that the Trust does not insure against rent loss in the event the unit becomes uninhabitable. The Master Policy and the Association will not honor any claims for loss of rents. It is also recommended that tenants purchase HO4 - Renter's Insurance.

**Claims Processing:** The following steps should be followed when damage occurs in a unit in excess of the Association's Master Policy Deductible.

1. Identifying Master Policy Claims: If the damage to areas covered by the Master

Policy is less than the deductible, then the Association steps out of the process and the Unit Owner will resolve the issue with their insurance company.

2. Processing a Master Policy Claim: The following is a simple guide to filing a claim against the Master Policy.
  - a. Following the occurrence of a loss the Unit Owner must report the damage to the Trust via the Management Company within 48 hours. Failure to report claims promptly may result in the claim being denied by the carrier. It is suggested that the Unit Owner also inform their personal insurance agent.
  - b. The Management Company will notify the Trust's Insurance Agent of the loss. The damage will be inspected by a representative of the Trust to assess the approximate cost of the damage. Should immediate repairs be needed to insure the safety of unit occupants, the Management Company will secure approval for these repairs from the Insurance Carrier.
  - c. Should the damage be in excess of the Trust's deductible, it will be necessary to secure bids to repair the damage.
  - d. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Company and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of any restoration work. The Management Company will assist the Unit Owner in obtaining necessary bids. This assistance includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Company.
  - e. In the event there is a dispute, negotiations with the insurance company are the responsibility of the Trust, and the homeowner must abide by the final settlement. The Management Company however will work closely with the Unit Owner to assure that the Unit Owner has proper input into the process.
  - f. Upon completion of the bidding and damage assessment process, the Management Company will send the Unit Owner a claim estimate and release form. Repair work can commence upon the Management Company's receipt of the signed release from the Unit Owner.
  - g. Since the Trust is the insured on the Master Policy, any payments for claims will be paid to the Trust. The Management Company will issue payments to the affected Unit Owners involved in the claim.

The Board of Trustees cannot be responsible for the timeliness of insurance payments. If a claim payment is delayed, no interest, penalties or other claims will be honored.

## 9.6 APPENDIX 6 – UNIT AND DOOR PAINT COLOR SPECIFICATIONS

(revised 25 October 2011)

Before starting any painting, please contact the Management Company. No paints other than those specified here may be used. Unit Owners may purchase the specified paint at their own expense to touch up areas where peeling or other damage has occurred.

**Painting where a ladder is required should not be attempted by Unit Owners.**

Such work should be done only by vendors approved by the Trust.

All expenses associated with the maintenance of windows are the responsibility of the Unit Owner. See Appendix 17.

### Paint for Trim of Buildings

California Paint  
Exterior Latex Eggshell  
Can Size: Gallon

Color: Sandstone Beige

Base: 401-91 PASTE			
	Ounces	Shots	Half Shots
B		1	1
C		13	
E		1	1

**Paint for Existing Wooden Combination Storm/Screen Doors** (does not apply to Vine Brook Way Units or other units with aluminum combination storm/screen doors) .

All expenses associated with the painting of combination storm/screen or screen doors are the responsibility of the Unit Owner.

### Granite Gray (darker vinyl) Buildings

California Paint Latex Exterior  
Can Size: Gallon

Color: Cavalier Red

Base: 096-4B ULTRA			
	Ounces	Shots	Half Shots
GY	3	25	1
MA		4	1
RX	1	1	
WH	1	15	

### Natural Clay (lighter vinyl) Buildings

California Paint Latex Exterior  
Can Size: Gallon

Color: Zanzibar Red

Base: 096-4B ULTRA				
	Ounces	Shots	Half Shots	Quarter Shots
BB		27	1	1
RD	1	11		
RX	1	11	1	
WH	2	13		1

**Paint for Garage Doors, Back Garage Doors, and Back Unit Doors and Back Unit Storm and Screen Doors** (does not apply to Vine Brook Way Units)

Granite Gray (darker vinyl) Buildings

California Paint  
 Exterior Latex: Eggshell  
 Can Size: Gallon

Color: Dark Gray

Base: 401-92 Medium			
	Ounces	Shots	Half Shots
B	2	44	1
C	1	5	
F		11	1

Natural Clay (lighter vinyl) Buildings

California Paint  
 Exterior Latex: Eggshell  
 Can Size: Gallon

Color: Light Gray

Base: 401-92 Medium			
	Ounces	Shots	Half Shots
C	2	10	1
E	1	36	
F		29	1

Paint is available from: Modern Hardware and Paint Company  
 440 Salem Street  
 Medford, MA 02155  
 781-395-0731

## **9.7 APPENDIX 7 – APPROVED STORM AND SCREEN DOOR AND HARDWARE SPECIFICATIONS**

(revised 17 September 2010)

Unit Owners are responsible for all costs associated with the purchase and installation of combination storm/screen doors.

### **Approved Fullview Storm Door for All Units at Quail Run (originally for Vine Brook Way units only)**

Description: 2000 Series 36 in. Fullview Storm Door in White with Brass Hardware.

Manufacturer: Anderson

Model: HD20F36WH

Color: White

Screen: Included. Replace storm and screen panels seasonally.

Handle: Solid brass exterior/interior lever

Keylock: Integral keyed deadbolt

Cost (as of Sept. 2010): \$194 plus \$99 installation.

Available at Home Depot, Waltham. Call 781-672-9513

### **Approved Combination Storm and Screen Door for All Units at Quail Run (originally for Vine Brook Way units only)**

Description: 2000 Series 35 in. Storm Door in White, Self-Storing with Brass Hardware.

Manufacturer: Anderson

Model: HD20SS36WH

Color: White

Screen: Included, rolls into top of door.

Handle: Solid brass exterior/interior lever

Keylock: Integral keyed deadbolt

Cost (as of Sept. 2010): \$239 plus \$99 installation.

Available at Home Depot, Waltham, call 781-672-9513.

#### **NOTE:**

As of October 1, 2010, Home Depot installation will not be at a fixed price due to width variances in different entryways.

If any owner can team up with at least 3 other residents for same day installation:

One \$30 measuring fee to be paid upon arrival;

Prices should be as previously advertised but subject to change;

Installation cost disclosed in advance at time of measurement;

Old doors removed at no charge.

If you wish to proceed independently, then the measurement fee is \$25 and there will be a removal fee of \$35. You are also free to hire a different Andersen window vendor as long as you comply with Handbook specifications.

Contact Trustees if you would like to participate in a group order. The job of organizing the joint purchase will be the responsibility of those purchasing the windows.

## 9.8 APPENDIX 8 – APPROVED FLAGPOLE MOUNTING HARDWARE

Flagpoles may be mounted only on a column on the front porch of units, using the following hardware, which is available from:

American Flag and Gift

(800) 448-3524

<http://www.anyflag.com/flagpoles/flaghard.php>

1" Ultimate adjustable bracket, die cast aluminum white paint  
(Optional) 1" Neverfurl kit

Stainless steel mounting straps (similar to hose clamps) (available at hardware outlets)

Bracket - Item# E310044 .....	\$13.00
(Optional: Neverfurl kit for 1" pole, Item# 310117) .....	(\$12.95)
Shipping .....	\$6.95

The bracket is mounted on the column with the two stainless steel mounting straps; the screws which come with the bracket are not used. Before mounting, the outside and edges of the straps should be sanded with fine sandpaper or emery cloth and sprayed with a metal primer. After mounting, the straps can be cut short and painted to match the column. Call the Management Company to obtain a small amount of the proper paint.

The optional Neverfurl device allows the flag to swing completely around the pole without furling.

Flags and flagpoles are also available from the same company or from local hardware and home improvement outlets.

## 9.9 APPENDIX 9 – SPECIFICATIONS FOR REPLACEMENT WINDOWS AND DOORS

(revised 2 November 2011)

### For lower 77 units

Harvey Casement with Low E glass  
Fully wrap existing exterior window frames with sandstone beige R5 vinyl  
Trim interior frame gaps as directed by Unit Owner

#### **Suggested vendors:**

Harvey Industries  
Contracting Installer:  
JAD Contracting LLC  
John DiNitto, Jr.  
89c Hancock Street  
Stoneham MA 02180  
781-438-5231

Windows Plus  
226 Winthrop Street  
Winthrop, MA 02152  
617-846-3565

### For Vine Brook Way

All 17 units have Andersen Windows and Doors installed.

Andersen has a web site ([andersenwindows.com](http://andersenwindows.com)) that contains complete information on their product line, including performance specifications, product descriptions, options, and installation instructions.

#### Windows

Double casement windows (400 series) in white, using Classic Series-style hardware in white.

CW26	4' 8½" W X 5' 11" H 7/8
C26	4' 0" W X 5' 11" H 7/8
CW25	4' 8½" W X 4' 11" H 7/8

Single casement windows (400 series) in white, using Classic Series-style hardware in white.

C13	2' 0 1/8" W X 2' 11" H 15/16
-----	------------------------------

#### Doors

Gliding Patio Doors – one panel sliding past the other door with two side lights and stationary panels

There are some differences between units and it is recommended the web site ([andersenwindows.com](http://andersenwindows.com)) be used.

#### Vendors

1. Friend Lumber, 4 Adams Street, Burlington, MA 781-273-1335
2. J.B. Sash and Door, 280 Second Street, Chelsea, MA 617-884-8940
3. J&C Adams, 75 New Street, Cambridge, MA 617-4991-6100

## 9.10 APPENDIX 10 – SPECIFICATIONS FOR INSTALLATION OF “AZEK” OR “TREX” DECKING AND “TRADEMARK” RAILING SYSTEMS

This specification is for the materials to be used for the installation of AZEK or TREX decking and TRADEMARK railing systems on the seventeen units at Vine Brook Way and those units in the original 77 units that have decks.

The original systems of decking and railings on the front and rear of the all affected units are still approved and may continue to be installed. The original wooden materials have a high maintenance cost and degrade in physical appearance in two to three years.

### **AZEK decking ([azek.com](http://azek.com)).**

Deck Boards to be used are: AZEK Deck, color KONA, and are to be installed using hidden fasteners or color matched stainless steel deck screws.

Fasteners – Tiger Claw TC-P and Fastenmaster Cortex hidden fasteners.

### **TREX decking ([trex.com](http://trex.com)).** Previously approved and installed at SMBW units.

Deck boards to be used are: Brasilia, color cayenne, and are to be installed using hidden fasteners.

Fasteners - Trex Hideaway hidden fasteners (also known as connector clips).

Screws - color cayenne.

2008 cost to install on a large deck (12' X 19' = 228 sq.ft.) is approximately \$3400.

### **TRADEMARK Railing System ([trademarkrailing.com](http://trademarkrailing.com)).**

Railing system is Trademark Reserve, color white. The material is an extruded wood-plastic composition and the finish is white PVC. The estimated 2008 cost to install this system on a large deck (12' X 19' = 43 lin.ft.) is three thousand six hundred dollars (\$3,600).

TREX and TRADEMARK products are available from:  
Friend Lumber 4 Adams Street Burlington MA 01803  
Tel. 781-273-1335 Fax. 781-270-9609

## **REIMBURSEMENT PROGRAM**

Since AZEK, Trex and Trademark need no maintenance, Unit Owners who install a deck of these materials will receive reimbursement for the cost of two three-year maintenance cycles. (This does not apply retroactively to those who have already installed decks with the new materials.)

The reimbursement for a large TREX or AZEK deck (228 SF) will be three hundred dollars (\$300) per three year cycle and for two maintenance cycles for a total of six hundred dollars (\$600). This amount would be paid to the Unit Owner in two (2) equal installments, the first within three months after the deck completion and the second three (3) years later.

The reimbursement for smaller decks using AZEK or TREX would be scaled down in proportion to the actual number of square feet of deck. Example: a deck that is 80% of

a large deck would receive a reimbursement of 80% of \$600, or four hundred eighty dollars (\$480). There are some front decks, and when these are done they would be reimbursed based upon the number of square feet.

The replacement of the railing system would be handled similar to the TREX decks.

The reimbursement for a TRADEMARK Railing System installed on a large deck, 43 linear feet, will be two hundred dollars (\$200) per three year maintenance cycle and for two maintenance cycles, a total of four hundred dollars (\$400). This amount would be paid to the Unit Owner in two (2) equal installments, the first within three months after the railing completion and the second three (3) years later.

Smaller railing systems would be scaled down in proportion to the actual number of linear feet installed. Example: a railing of 35 linear feet would receive a reimbursement of 80% of \$400 dollars or three hundred twenty-four dollars (\$324).

## **9.11 APPENDIX 11 – SPECIFICATIONS FOR MATERIALS TO PUT UNDER DECKS**

Under their decks unit owners may use:

- 3/4" crushed stone available at any landscape company (e.g. Home Depot or Lowes)
- 4"x8" red bricks

## **9.12 APPENDIX 12 – SPECIFICATIONS FOR INSTALLATION OF INTERIOR GARAGE SEPARATOR WALLS FOR MULTIPLE UNIT GARAGES**

(added 2010)

With the installation of garage doors on multiple unit garages, previously referred to as car ports, owners may wish to install separator walls between their spaces. Owners of garage spaces in multiple unit garages may at their own expense install separator walls between unit spaces, using 2" x 4" studs and 16" spacing, sheathed in ½ inch plywood. These walls will extend from the floor to the first horizontal ceiling joists (approximately 8.5 feet high) and must conform to all relevant building codes. Owners wishing to install these walls must submit their plans for approval to the Board of Trustees.

### **9.13 APPENDIX 13 REQUEST FOR THE INSTALLATION OF GARAGE DOORS**

(added 1 July 2010)

Unit owners whose car ports lack garage doors may request that doors be installed. The Trustees will approve such requests provided that a majority of the residents in each car port cluster approve and accept financial responsibility for the installation.

The Trustees expect that the procurement of requisite signatures will be done by the affected residents. Signed form should be forwarded to the Management Company so that the work can be scheduled over the next calendar quarter.

By signing in the space below or by submitting the online form, each owner confirms their responsibility for the cost of their door. This cost, as of July 1, 2010, will not exceed \$1,150. Before proceeding, please contact The Dartmouth Group for a current cost estimate.

It is possible that the final cost may be lower depending on the number of doors to be installed throughout the complex but you must agree to pay the cost subject to the above limitation. Any unpaid charges will be treated as an unpaid assessment and will be collected in accordance with our Declaration of Trust and Bylaws.

Owner Signature: \_\_\_\_\_

Unit #: \_\_\_\_\_

Cluster Location: \_\_\_\_\_

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

## **9.14 APPENDIX 14 UNIT OWNER LANDSCAPING IMPROVEMENTS TRIAL PROGRAM**

(added 25 October 2011)

The Board of Trustees is aware of a number of resident requests for various landscaping services which would certainly enhance the appearance of Quail Run but would not be priorities under budget constraints. These requests include bush and tree replacement, tree removal, side and rear yard improvements.

While the Trustees certainly wish to accommodate residents and beautify Quail Run, we simply do not have the funds for all the improvements that could possibly be done throughout the complex. This is why we focus primarily on front yards with side and rear yard improvements left to the unit owners (subject to Trustee approval). This is why we do not typically replace living bushes or remove trees unless there is a safety or pressing maintenance issue.

Many of our residents have sought Trustee approval and have made improvements at their own expense and we certainly encourage this practice. Because of the hourly arrangement we have with Binding Tree Service, it would be possible for us to support additional tree work using Binding resources during their regularly scheduled visits.

A unit owner must make the request of the Landscaping Committee who will bring it to the Board for approval. If approved, a letter agreement with the Landscaping Committee will be signed whereby Binding will do the work and his hourly cost to do so will be billed to the resident through TDG. As the tree people are already on site and provide very favorable volume pricing, the cost to be billed to the owner would be much less than what would be charged by a tree service hired independently

As for billing mechanics, the Trust will pay Binding for the full day and the charge to the resident will reimburse the Trust for the time spent. TDG will receive a copy of the letter agreement and simply add the agreed upon charges to the owner's account.

We hope that this works as planned and will keep residents posted as to future modifications. Should unforeseen issues arise, however, The Board of Trustees reserves the option of discontinuing the program.

## **9.15 APPENDIX 15 HOLIDAY DECORATIONS GUIDELINES**

(updated 10 December 2011)

The Trustees have become concerned with the proliferation of tree and bush lighting which seems to be expanding each year. We are charged with the responsibility of ensuring that common area decorations do not create general discomfort or offense.

We are particularly concerned with visible larger trees being lighted which are not foundation plantings and are a significant distance from the sponsors unit. The Trustees must approve any plans for such decorations.

Please keep foundation plantings that are lighted within reasonable bounds. Lighted trees to the rear of any unit and less visible from our roadways are of less concern but still require Trustee approval.

Although these are not placed in the common area, the external visibility places window lights within Trustee uniformity controls and authority. Please understand that there is no prohibition against or change regarding typical entryway and window decorations.

All year end holiday common area decorations must be removed no later than January 10<sup>th</sup>.

## **9.16 APPENDIX 16 TRACTOR TRAILER ISSUES**

(added 25 October 2011)

Large commercial vehicles entering Quail Run must not be longer than 40 feet.

Over the past few months, we have had a number of large rigs attempting to make deliveries within our community. This has resulted in significant turf damage in the first two incidents involving a 44 foot Fedex truck and a 44 foot equipment delivery flatbed. While damage was minimal in the latest incident, it took the driver almost 40 minutes to extricate his 53 foot moving van from the VBW circle.

If you are expecting a delivery, for example, please ask the vendor how your purchase will be delivered. If you are aware of new residents moving in, please alert them to the difficulties facing large tractor trailers within Quail Run. The Management Company will alert new owners as part of the Form 6D process.

Unit owners are responsible for damages caused by large commercial vehicles entering Quail Run on their behalf.

## **9.17 APPENDIX 17 WINDOW MAINTENANCE AND REPLACEMENT**

(added 25 October 2011)

The Trustees have voted to discontinue the painting of wooden windows not replaced during the Envelope Project. These remaining wood windows are at least 23 years old with most sashes showing significant cracking. Many are no longer operable and come apart when operated frequently. Fortunately, the window trim was replaced with AZEC during the envelope project so that frequent trim painting is not necessary. While the wood sashes will become more unsightly over time, there is no immediate aesthetic need for replacement. At some point, however, it will be necessary to mandate replacement of visible windows in those cases where owners have not acted on a voluntary basis.

The Harvey representative, his lead installer and the other installer listed in our Handbook all concur with our current specs which maintain the appearance of the original windows. The Envelope replacement windows are somewhat different in appearance and there have been ongoing problems with the mitered trim. The Trustees understand that we could offer owners the option of installing their replacement windows with the same appearance as the Envelope windows (subject to materials availability) but more extensive interior finish would be required adding approximately \$200 to the installation cost per window (there is also more interior sill space with this option). In any event, we are faced with the unavoidable prospect of having windows with different trim.

Residents should be aware that both contractors offer limited interior finish work but do not paint the new interior trim.