

SOUTHGATE PLACE CONDOMINIUMS

HANDBOOK FOR
UNIT OWNERS & RESIDENTS



Revised January 2012

SOUTHGATE PLACE

CONDOMINIUM HANDBOOK

Welcome to Southgate Place

This booklet was put together by the Board of Trustees and Global Property Services, as a reference on how the community works. We have tried our best to make it a handy guide that will quickly answer many of the questions you might have about our condominium association. We have simplified some subjects, and not covered others, in order to keep this booklet manageable. For further details, it is best to reference your condominium documents.

The Condominium Concept

Condominium ownership means "owning together", that is, actually owning a component of a building, rather than renting it. A condominium owner, unlike one who rents, controls the interior of his or her unit and may decorate it and alter it as he or she wishes so long as the structure, exterior and architectural integrity of the buildings are not affected. Through the owner's unit deed, the owner acquires legal title to the physical unit itself and the right to use the common areas and facilities of the condominium together with other owners. Because owning, as opposed to renting, is involved, the owner of a condominium unit enjoys certain tax benefits of ownership available under present law: the right to deduct interest paid on his or her mortgage and the right to deduct local real estate taxes. *These tax benefits are subject to change at any time.*

Unit owners share in the cost of operating the common areas and facilities of the condominium in proportion to their ownership interest ("*percentage interest*") in the condominium. The percentage interest of each unit is computed by law, by dividing the approximate fair market value of each such unit by the total fair market value of all of the units on the date that the Master Deed is recorded at the Registry of Deeds. After the period of the original seller's control has ended as provided in the Condominium Trust, the unit owners elect a Board of Trustees for the unit owners' organization, The Trustees set policy for and supervise the operation and maintenance of the condominium.

The owner of a unit may mortgage his or her unit as he or she sees fit, in such amount as he or she chooses, with any bank or other lender. Unit owners may sell their units when and how they wish. A unit owner is not responsible for the mortgage and tax obligations of other owners in the condominium.

Important Telephone Numbers

Management Company

Global Property Services
55 Winthrop Street
Rehoboth, MA. 02769
Phone (508) 252-4010
Fax (508) 252-4510
E-mail: Info@GlobalPropertyServices.com
Web Site: www.GlobalPropertyServices.com

Property Manager: Joe Poillucci
Office Manager: Denise Walenten
Maintenance: Robert McDonough

*Global can be reach 24-Hours a day for common area emergencies
508-252-4010*

Police Emergency	911
Fire Emergency	911
Poison Hotline	800-682-9211
City Hall	617-376-1000

If you wish to dispose of large items please call
Massachusetts Waste Management 1-800-252-0121

Property Insurance

Gilmore Insurance Agency
27 Elm Street
North Attleboro, MA. 02761
Phone: (508) 699-7511
www.rsgilmore.com

Southgate Place Condominium Handbook

Appliances

All appliances in the individual residences (i.e., stoves, ovens, dishwashers, heating units and air conditioners) are the property of the individual homeowners, and the Association is not responsible for their upkeep or repair. It is suggested that every homeowner schedule an annual cleaning/servicing of his or her heating unit. In addition, filters on the heating/air-conditioning units should be changed at least four times yearly. Please remember, you are not allowed to dispose of any appliances in the dumpster. You must call Waste Management at 1-800-258-0121 to make arrangements to have your unwanted appliances picked up. Any owner that leaves items by the dumpster will be fined and billed to have the items removed.

Association Meetings

Meetings of the Condominium Association take place once a year for the purpose of electing Trustees and reviewing the operation of the community. Notices of meetings are mailed to each owner at least four weeks prior to the meeting date. If you are unable to attend the annual unit owners meeting, we recommend you send in your proxy.

Board of Trustees

The function of the Board of Trustees is described in the Southgate Place Condominium documents. No one is allowed to serve on the BOT if you are 3 months or more behind on your condominium fees.

If you wish to communicate with the Trustees, please do so in writing to the managing agent or the Trustees directly. A list of the current Trustees is available through the property managers.

Common Areas

No items are to be left in the common area hallways, i.e. shoes, boots, shopping carts, etc. (per order of the Quincy Fire Department). Shopping carts are not to be brought to Southgate Place Condominium. Smoking is not allowed in the common area, i.e., hallways, elevators, etc. For sale or for rent signs and any type of holiday decorations are not allowed.

Condominium Fees

Condominium fees are payable in advance and due on or before the first day of each month. You will not be billed for condominium fees, it is your responsibility to send in your payment each month.

All units which show unpaid fees as of the fifteenth of the month receive a computer generated dunning letter. The purpose of this letter is to not only remind unit owners to make overdue payment, but to give unit owners an opportunity to dispute our records. In this way, an effective control is in place which assures accurate accounting for the Association and individual unit owners. It is important that your concerns are brought to our attention as quickly as possible. If you believe that your payment has been misapplied, a copy of the canceled

check may be necessary for verification before any adjustments will be made. Additional letters are mailed on the fifteenth of the month for as long as your unit shows a balance. Any condo fee's not paid by the 15th will be considered late and a \$25 late fee will be assessed.

In accordance with Massachusetts General Law, Chapter 183A, your overdue account will be turned over to an attorney for collection when the account is 90 days past due. At this time, a title search is performed, and collection letters are mailed to the first mortgage or unit owner. The cost to the unit owner for this procedure is usually six hundred dollars or more.

Under the law, all collection costs are collectible from the delinquent owner. At 120 days past due, the attorney, on behalf of the Association, will initiate foreclosure action.

Emergencies

Emergencies, including fire, flooding, safety or security breaches, vandalism, structural collapses or power failures, sometimes occur.

Generally, any situation which poses an immediate danger to the health or safety of the residents and/or the community is considered an emergency.

Always notify the managing company immediately of any emergency.

Fire

If you suspect a fire, call the Fire Department at (911) immediately before calling the management company. Then evacuate the building through the stairwells located at each end of the building. Do not use the elevator. It is imperative to let someone else know of the presence of fire - do not try to fight the fire alone. Do not rely on the alarm or a neighbor to notify the Fire Department. Always assume that the Fire Department is unaware of the situation.

Fire Extinguishers

The Fire Department recommends that you keep a Class ABC general-purpose extinguisher in good working order and readily available within your home. The Fire Department suggests an all-purpose dry chemical extinguisher that is both UL and FM approved and weighs about five pounds. These extinguishers do not have to be replaced, except after use, nor do they require yearly recharging. To ensure that your extinguisher is in working condition, check the pressure gauge regularly and replace the unit immediately if the pressure is low.

Improvements and Structural Modifications

Hardwood floors that require on site staining are not allowed to be installed in your unit. You must install pre-finished hardwood products only. Failure to comply will result in fines to the unit owner, and the unit owner will be required to remove the hardwood floors. Hardwood floors installed prior to January 2011 will be grandfathered in.

Written approval from the Board of Trustees is required before making any change in the physical layout of a unit, including but not limited to, replacing bathroom fixtures, kitchen sinks, moving doors, walls, etc. This is necessary to avoid a negative impact on neighboring units.

The owner is required to submit two copies of the plans and a letter describing proposed changes to The Board of Trustees for approval before proceeding with the work. One copy will be retained on file with the property managers, and the other copy will be returned to the owner with the approval and/or any recommendations for plan modification. Building permits from the municipality must be obtained and displayed at the location of the worksite, prior to the commencement of work. It is also necessary to obtain a Certificate of Insurance from the contractor.

Insurance

The servicing insurance agency for your condominium is Gilmore Insurance Company. Any questions regarding the Master Insurance Policy coverage or any request for Condominium Insurance Certificates may be directed to them by calling 508-699-7511, Please allow five business days for processing insurance certificates.

Gilmore Insurance works with your Association's management company and Trustees to properly construct the Master Policy for your condominium. This section is to advise you of the general nature of the Master Policy, and how you might consider supplementing it with an individual Condominium Unit Owners Policy known as a HO-6. We strongly urge all owners to purchase a HO-6 policy.

The Master Policy for the condominium shall cover 100% of the full replacement cost of the condominium units, including permanent improvements and betterments, as well as functional service equipment such as plumbing fixtures, built-in cabinets, stoves, etc. This means that in case of fire or accidental damage, you are covered for the full replacement cost, subject to a deductible of \$5,000 for everything installed or built into each unit that one would normally expect to be bought or sold with that unit, regardless of when they were installed. That would include, in addition to items previously mentioned, tile, carpeting, flooring, electrical fixture, built-it dishwashers and compactors, etc.

Any improvements, betterments or additions that are made, and will normally be sold as part of the unit, will be covered under the Master Policy, so it is essential that the Association be notified of significant interior changes that increase the value of the unit, and might affect the insurance company appraisal. It is the responsibility of each unit owner to notify the Trustees, in writing, of such changes. The Master Policy also includes Comprehensive General Liability coverage with limit set at \$1,000,000 for each occurrence. In addition, a \$30,000,000 commercial umbrella program has been purchased from the Crum and Forster Insurance Company and the Chubb Group to cover catastrophic liability exposures. All unit owners are automatically

included as additional insureds in respect to all common areas of the condominium.

It is important to understand that our Condominium Master. Insurance Policy does not provide coverage for the following items: claims under \$5,000 for condominium improvements and betterments, unaffixed personal property of each unit owner (except what is noted above), and General liability coverage of any unit owner's personal act arising out of ownership, maintenance, or use of any individual unit.

To further clarify what is and what is not covered, the following examples are provided:

If the stove stops working, the unit owner must replace it. If the stove malfunctions and causes a kitchen fire, loss or damage to any improvements, betterments, or permanent built-ins will be replaced under the Master Policy. That might include floor tile, plumbing, compactor, cabinets, etc. Items not included would be tables, chairs, china, silver, clothing, other personal belongings, etc. These should be insured under an Individual Condominium Unit. Owners Policy described below.

If your hot water tank bursts, it must be replaced by the unit owner. If, as a result of the sudden bursting, there is damage to flooring, carpeting, or walls, they are insured under the Master Policy. Items such as throw rugs or wall hangings, as well as furniture, are not covered and should be insured under your Individual Condominium Unit Owners Policy.

If plumbing, heating, or electrical installations fail, they must be replaced at the unit owner's expense unless the failure is a result of covered peril, i.e., fire. If a covered peril is involved, then damage to other permanent installations, betterments, or improvements, as a result of the failure, will normally be covered by the Master Policy. Personal belongings and furnishings should be covered, if desired, under the Individual Condominium Unit Owners Policy.

As with any insurance claim, it is up to the individual unit owner to substantiate damages and the cost to repair the damages within the unit. The agent will be happy to assist when required. Pictures, receipts, and appraisals prior to damage are very helpful to the unit owner when claims are being validated, particularly when custom or high-priced improvements are involved.

Accordingly, it is highly recommended by Gilmore Insurance that each unit owner purchase a HO-6 Policy to cover personal property, furniture, and furnishings. It is always of value to maintain a personal inventory to help determine an appropriate level of insurance. Some items, such as jewelry, furs, and fine arts, may require separate scheduling.

Each unit owner should consider the purchase of Loss Assessment Coverage which is provided by an endorsement to the HO-6 Policy. Loss Assessment Coverage will respond additionally up to \$5,000 toward a Loss Assessment that is issued by the Board due to the Master Policy's Deductible. In other words, if a loss takes place at the condominium, the Master Policy would respond minus the \$5,000 Deductible. If the Trustees of the condominium determine that the Deductible amount should be absorbed by the affected unit owner, then the unit owners could protect their interest by

purchasing Loss Assessment Coverage. This would reduce the impact of the \$5,000 Deductible to whatever Deductible the individual unit owners have chosen under their HO-6 Policy. This should be discussed with your insurance agent. The insurance renews annually, and the deductible may change.

For those unit owners who do not occupy their units, the HO-6 Policy should be further amended by including HO-33—an endorsement entitled "Unit Owners Rental to others".

For those who occupy units they do not own (Tenants), a 110-4 Policy similar to HO-6 should be purchased to cover personal property and personal liability.

Legal Documents

Usually legal documents are obtained from the seller when a unit is purchased, the documents include the trust, (articles of incorporation), By-laws, Master Deed, and Rules and Regulations. If you have lost or misplaced these documents, there is a reproduction fee, is \$75 for a copy. Please allow at least one week for printing.

Leasing

It is the responsibility of the unit owner to insure that the Rental Agreement covering the rules and regulations, the Master Deed, and the By-Laws adopted by Southgate Place Condominium are adhered to by the lessee. Before renting your unit you must provide the management company with a copy of your lease, a new emergency contact sheet and a signed affidavit stating that the renter has received and read the SGP rules and regulations.

The following applies to all rentals:

- Studio units may be occupied by no more than 2 people.
- One Bedroom units may be occupied by no more than 3 people.
- Two bedroom units may be occupied by no more than 5 people.

If you are leasing your unit and a problem arises (other than a common area emergency), the renter should notify the owner of the unit.

Lighting

Electric timers activate common area and parking lot lighting. The timers will be adjusted to coincide with the seasons. Please contact the property managers if the lights are not working properly.

Maintenance

Any issues pertaining to common area maintenance should be referred to the property manager.

Moving In or Out

The owner of the unit shall pay any damage to the complex caused by the moving and/or carrying of articles therein. Any damage caused to the unit doors or windows is the responsibility of the unit owner. It is the unit owners responsibility to contact the management company at least one week prior to moving furniture so that we can install the elevator padding.

Noise

As a courtesy to others, please keep the volume of your television, stereos and radios at a reasonable level to avoid disturbing your neighbors, particularly between 10:00 PM and 7:00 AM. The operation of power tools and loud equipment and appliances is prohibited during these hours as well.

Parking rules are attached

Pets

Owners are not allowed to have dogs at Southgate Place regardless of the dogs size. Prior to this ruling by the trustees, the owners who had dogs at that time were grand- fathered. The new ruling by the trustees was adopted by the trustees on November 12, 2004.

Unit owners are allowed to have a maximum of two cats per unit.

It is each owner's responsibility to care for his/her pet. Leashes are required at all times in the common areas of the community, and pets must be licensed and inoculated. Dog owners are required to clean up after their pets (poop scoop) in all common areas.

Pets should not be allowed to infringe on the rights of other residents at Southgate Place, The residents should always maintain a safe, clean and quiet environment, and all pets are to be trained to promote this environment. The Board of Trustees may levy fines to residents for improper pet behavior, and after three fines, the Board may ask the resident to remove the pet from Southgate Place. Please refer to the appendix for additional rules for pets located in the Master Deed.

Under no circumstance are visitors allowed to bring pets to SGP.

Repairs

As in a private home, unit owners are responsible for the repair and maintenance of the interior of their individual units.

6(d) CERTIFICATES
Sale/Refinancing Of Unit

Whenever selling or refinancing your unit, please make requests for a 6(d) certificate, legal documents and insurance certificates far enough in advance to avoid scheduling problems. While Global will do everything possible to accommodate you, they often do not have complete control over the process. A 6(d) certificate fee payable to Global Property Services, for refinances and resales costs \$150. There is a charge for a request for any additional 6(d) certificate.

A 6(d) certificate is a statement from the organization of unit owners that sets forth the amount of unpaid common expenses, which have been assessed against a particular unit. A 6(d) is required for the sale or refinancing of a unit to certify to the buyer and/or lender the status of the account. To be valid, the 6(d) must include the notarized signature of a Trustee.

A request to the Property Manager for 6(d) Certificate (resale) of your condominium unit may take up to 10 business days to accommodate. Please schedule your request appropriately.

Smoke Detectors

Smoke detectors are located inside each unit. The smoke detectors are hard-wired to the electrical system and do not require batteries. However, it is important to regularly check that the red light is on to ensure the unit is functioning properly. If the light is not on, the detector may need to be serviced.

Smoke detectors should be cleaned semi-annually. This is easily done with the smoke detector in place, by using your vacuum cleaners blowing port aimed directly at all openings in the detector cap.

Smoke detectors may be set off by excessive cigarette or cooking smoke. If this happens, open your windows and fan the smoke away from the detector. The smoke detectors are not connected to the Quincy Fire Department

Smoke detectors are inspected semi-annually by the fire alarm company contracted by the association. We must gain access to every unit. You are provided with three weeks' notice of the testing. If your smoke detector is not tested, then you as the unit owner will be responsible to pay for your own testing. The association will require you to produce a copy of the test results to the management company within 10 days after the original testing. Failure to do so will result in a fine to you as the unit owner.

Snow Removal

Please be advised that when the Snow Removal Company arrives at the property, we need every unit owner's and resident's cooperation. All vehicles must be removed from the outside parking lot.

Every attempt will be made to have the roads and walkways cleared as soon as possible after a snowstorm

Trash Disposal

Put trash into the dumpster, not beside it. No appliances, batteries, or furniture are allowed. When an appliance is replaced, it is the responsibility of the unit owner to arrange for disposal. This includes hot water tanks. You can call Massachusetts Waste Management at 1-800-258-0121. For a fee, they will dispose of your items.

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1. The residents and visitor parking areas shall be used only for the of parking motor vehicles displaying current licenses, registrations, inspection stickers and being maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearances.
2. Permit Parking Sticker: - Each unit is issued two parking sticker, this allows one vehicle from each unit to park in the garage area beneath the building and the parking in that immediate area. Vehicles parked in the garage side parking without a parking sticker may be towed at the owner's expense. Parking more than one vehicle per unit in the garage side parking is prohibited and may result in the vehicle without a sticker being towed.
3. The residential parking spaces shall be used only for the parking of approved automobile, unless otherwise approved by the Board of Trustees. An approved vehicle shall include any conventional passenger vehicle, including conventional passenger vehicles bearing commercial plates, sport utility vehicles, vans, mini-vans, motorcycles and private pick up trucks, but excluding pick-up trucks and vans which are equipment burdened (excepting passenger vans with luggage racks), commercial vehicles, vehicles bearing advertising signs, recreational vehicles, mobile homes, trailers, campers, boats, and vehicles too large to fit into the marked boundaries of a single parking space.
4. Visitor parking is designated as the parking lot area which is on the directory side of the building. All visitors and service providers must park their vehicles in the designated visitor parking areas only. **All Visitors should park along the back wall in the outside parking lot. Visitors are specifically restricted from parking under the condominium building in the garage area.**
5. The visitor parking spaces shall be used for resident and visitor parking of conventional passenger vehicles, sport utility vehicles, vans, mini-vans, motorcycles, private pickup trucks. Prohibited from parking in the visitor parking spaces are **commercial vehicles**, pickup trucks and vans which are equipment burdened, and vehicles bearing advertising signs, recreational vehicles, mobile homes, trailers, campers, boats, watercraft of any kind and vehicles too large to fit into the marked boundaries of a single parking space, **except** for the parking from time to time of commercial vehicles servicing the condominium.
6. Only residents of Units in the Condominium may park vehicles at the residential parking area of the Condominium, except with the written permission of the Trustees.
7. No parking space shall be used by any person other than an occupant of a Unit at the Condominium or their guests, visitors or service providers of an occupant of the Condominium, and by said guest or visitor only when said guest or visitor is, in fact, visiting upon the premises and not on a long term basis.

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PARKING RULES AND REGULATIONS

8. No vehicle shall be parked in such a manner as to impede clear passage for any vehicle or prevent ready access to another Unit Owner's parking space.
9. Any repairing or maintenance of vehicles in the parking areas is expressly prohibited. (Except in cases of emergency as changing of a flat tire or using jumper cables)
10. Vehicles may not be parked on landscaped areas.
11. Residents must be available to move their vehicles when snow removal operations are in progress. Residents failing to move said vehicles during snow removal will be assessed any increased cost incurred by the Association caused by the failure to move their vehicle during snow removal operations. Residents that are on extended vacations must leave a key with a neighbor or family member that can move their vehicle during snow removal.
12. In the event of an emergency or for safety considerations as determined by the Trustees, the vehicle may be towed immediately and without warning at the vehicle owner's expense or the unit owner if the vehicle is a guest, visitor, service provider or occupant of the unit or the unit owner.
13. Long-term parking and/or storage of vehicles is prohibited. Long-term being defined as longer than two weeks in the main parking lot and one week in the parking located under the garage.
14. The residential parking areas are reserved for vehicles of the occupants of the Units in the Condominium that have been registered with the Board.
15. Any unauthorized vehicles or vehicles parked in unauthorized areas shall constitute a violation of the Rules and Regulations. For any violation of these Rules and Regulations, said vehicle shall be subject to tow at the expenses of the vehicle owner in accordance with Massachusetts General Laws Chapter 266, Sec 120D.
16. In addition to the other penalties provided, any vehicle belonging to a unit owner, his guests or invitees, which violates the above-referred to parking rules and regulations, shall subject the owner of said unit to a fine as from time to time provided by vote of the Board of Trustees, which fine shall be added to the unit owner's common expenses due to the additional costs of administration in enforcing these Rules and Regulations against violators.

SOUTHGATE PLACE CONDOMINIUM

RULES AND REGULATIONS

In these rules and regulations the words "common areas and facilities," "Trustees," "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating and the Declaration of Trust for Southgate Place Condominium.

1. No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of common areas and facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.
2. Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.
3. Name plates. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
4. Pets. No Dogs are allowed at Southgate Place unless they were prior to the 2004 ruling. Refer to "page 8" for full description of pet policies. Visitors may not bring a pet on common areas or within the building at anytime.
5. Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 10 p.m. and shall at all times be kept at a sound level which will not annoy the occupants of neighboring Units.
6. Laundry. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit.
7. Signs. Unit Owners may not rent any Unit for transient purposes nor may they display "For Sale" or "For Rent" signs in windows of their Unit nor may the Owners of residential units place window displays or advertising in windows of such Units.
8. Abuse of mechanical system. The Trustees may charge to, a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

9. Car Keys. If a Unit Owner entrusts a car key to an employee of the Condominium for purposes of moving the car or having access to the car, the entrusting of such keys shall be at the sole risk of the Unit Owner or owner of the car key and the Trustees shall in no way be liable for any injury, loss or damage resulting directly or indirectly from such entrusting of a car key.

10. No offensive activity: No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, 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 occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

11. No Grills. No propane or charcoal grills are allowed anywhere on the complex. Per the city of Quincy Fire Department, anyone using a grill within 10 feet of the property will be fined by the City.

12. Roof Access. Roof access is not allowed without prior written approval from the Management Company or BOT. No contractors, inspectors, owners or realtor may gain access to the roof for any reason without prior approval. If you need to gain access to the roof you must request access at least 24 hours in advance.

13. Skylights. All windows doors and skylights are the sole responsibility of the unit's owners. The unit owner is responsible for any and all repairs or replacements of such units.

Procedure for the imposing fines for violations

First Violation- Written Warning and 3 days to rectify the violation.

Second Violation- \$50 fine.

Third Violation-\$100 fine

Persistent Violation-\$100 fine for each day which the violation remains. If the violation continues after 30 days, the board will refer the matter to the attorney for the trust.