

Handbook for Owners



Battle Road Farm

Lincoln, Massachusetts 01773

Managed by

First Realty Management
151 Tremont Street, Boston, MA 02111

Monday-Friday, 9:00-5:00 and Emergencies: 617-423-7000
Non-Emergencies, Evenings, Weekends, Holidays: 617-423-7736
On-Site Maintenance Superintendent: 781-259-7930

Email: condoservice@FRMboson.com

Web Site: www.battleroadfarm.org

Sheila Spellman, Property Manager
Barbara Bombard, Assistant Property Manager
Julio Veloza, On-Site Maintenance Superintendent

Board of Trustees

Donna Coburn, Chairperson
Vicki Braithwaite, Josh Burgel, Marisa Gregg, Dan Pereira

Welcome to Battle Road Farm Condominium

Our community sits on a 24-acre site adjacent to the Minuteman National Historical Park in Lincoln, Massachusetts. It consists of 34 buildings with 120 mixed-income units, a Meetinghouse, and a sewage treatment plant that is owned and operated by the condominium association. The complex was modeled after a 19th century New England farm village and features a common at the heart of the community.

This handbook is an updated compilation of information that has been distributed to owners and renters for many years. It has been created to familiarize you with the day-to-day operations, management structure, and emergency procedures of the Battle Road Farm condominium complex. It is designed to be a convenient reference guide.

You can also find a copy of this handbook on the BRF website. When the handbook is revised, the newest version will be available on the website. When the revisions are extensive or particularly significant, a new printed version will be provided for every owner.

This handbook complements—**but does not replace**—the following three Legal Documents:

- Master Deed
- By-Laws of the Declaration of Trust
- Battle Road Farm Rules and Regulations

These three Legal Documents are available on our website and by request from First Realty Management Corporation. Every owner should review them thoroughly and consult them when legal questions arise.

Owners who rent their units should make sure that their tenants receive a copy of this handbook and that their tenants are familiar with its contents.

Through effective maintenance and financial management, the Battle Road Farm Board of Trustees and the First Realty Management team work together to preserve the quality of life at Battle Road Farm and to enhance the economic value of your investment in your home. You can do your part by following the procedures and guidelines outlined in this handbook.

If you have any questions, please contact First Realty Management.

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Definition of a Condominium

The term condominium may be defined as a system of separate ownership of individual units in a multi-unit project. The owner of a unit owns not only the unit described in his or her deed, but also an undivided interest in the “common areas and facility” of the condominium.

In the case of Battle Road Farm, the complex contains 120 units. Each unit is individually owned, but the condominium complex itself is jointly owned by all of the individual unit owners.

In many respects, ownership of a condominium unit is no different from ownership of a single family home. However, instead of owning a house and land, a condominium unit owner owns his or her unit, together with a percentage interest in the common areas.

Like the owner of a house, the owner of a condominium unit will be assessed and taxed separately by the town of Lincoln. (For more information and for a definition of personal vs. association property, see the Battle Road Farm By-Laws.)

Also, like the owner of a house, the owner of a condominium unit is responsible for maintaining the inside of his or her unit. On the other hand, unlike the owner of a house, the owner of a condominium unit is not individually responsible for such things as painting the exterior of the unit or fixing a leaky roof.

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

Battle Road Farm legal documents

- **Master Deed**

The Master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium.

- **By-Laws in the Declaration of the Trust**

In contrast to the Master Deed, the By-Laws included in the declaration of trust set forth the day-to-day operating Rules and Regulations under which the condominium will be run. In addition to the various provisions required by law, the By-Laws include other provisions deemed necessary for the management and regulation of the association.

- **Rules and Regulations**

The Battle Road Farm Rules and Regulations have been adopted by the trustees of Battle Road Farm for the benefit of all owners and residents of the condominium. The trustees can change and supplement these Rules and Regulations at any time.

Violations of the Rules and Regulations may subject a resident to warnings, fines, or other enforcements deemed appropriate by the Board of Trustees. First Realty Management has been given the authority to administer and enforce these Rules and Regulations and to perform other administrative functions on behalf of the Board of Trustees.

Unit Deed

Although your Unit Deed is a legal document, it is not considered one of the legal documents of the Battle Road Farm Condominium Association.

The contents of your Unit Deed are dictated by law. In addition, Chapter 183A of the General Laws of the Commonwealth of Massachusetts requires that the Unit Deed also include:

- a reference to the condominium and a description of the land or the address of the property
- A reference to the unit number as it exists in the Master Deed. For example, “11A South Commons” must be listed on the plan attached to the first Unit Deed from the developer.
- a restriction on the unit’s use (typically for residential use only, as opposed to commercial use—with the exception of leasing or renting for residential use)
- the beneficial interest of the unit (see the next section) stated as a percentage interest in the common elements of the condominium association

- The initial deed for each unit must also have attached a copy of the floor plan recorded with the Master Deed. This floor plan must show the relationship of the unit to the adjacent units and depict the layout, location, dimensions, approximate area, and main entrance to the unit as well as the immediate common areas to which the unit has access.

Beneficial Interest

Each owner has a beneficial interest in the property. This beneficial interest is based on the value assigned to each unit at the founding of the Association, and except in certain circumstances **cannot be changed**. The beneficial interest for each unit is listed in Schedule C of the Master Deed.

The beneficial interest is based on how many square feet are in each unit; therefore, if one unit comprises 1000 square feet, and another 1500, the beneficial interest of the owner of the second unit would be one and a half times that of the owner of the first.

Additionally, the beneficial interest is the approximate relation that the fair value of the unit on the date of the Master Deed bears to the then aggregate fair value of all of the units. (Although square footage is a large component, the above is used as the formula to determine the beneficial interest per M.G.L. Chapter 183a sec.5.

There are certain expenses for the overall operation of the condominium for such things as electricity, water, maintenance of the grounds and the buildings, personnel, and insurance. These are called common expenses and are shared by all unit owners according to their respective percentage beneficial interest in the complex. Such common expenses are paid monthly by each owner directly to First Realty Management operating on behalf of the association. In common parlance, your portion of the common expenses is your condo fee.

Common Areas

Common areas and facilities (also referred to as common elements) are areas and facilities owned and used in common by all the residents of a particular condominium.

BRF's Master Deed defines the Battle Road Farm common areas/facilities as:

The land, roadways, walkways, recreational facilities (i.e., the Meetinghouse and the Meetinghouse parking lot), community commons, and community garden, the sewage treatment plant, all conduits, chutes, ducts, plumbing, wires, chimney flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water and all sewer and drainage pipes, sewer disposal systems, the foundation (including crawl spaces), structural members, beams, supports, exterior walls, frames for exterior windows, roof and entrances/exits of the building, common walls within the building, and structural walls or other structural components entirely within any unit.

Exclusive Use Areas

An exclusive use area (or element) is defined as a portion of the common areas and facilities either described in the Master Deed or granted or assigned by the governing body of the association of unit owners for the **exclusive** use of one or more but fewer than all of the units.

BRF's Master Deed defines Battle Road Farm exclusive use areas as

- porches, patios, and planting areas adjacent to a unit to which there is direct access from the interior of the unit
- assigned storage closets
- parking spaces (see the next section for details)

To summarize: patios, porches, storage closets, and parking spaces are technically considered common areas/facilities because they are outside the bounds of the units. However, each unit is granted an exclusive easement to use the patio, porch, planting area, storage bin and two parking spaces.

In addition, the Rules and Regulations make it clear that it is the owner's responsibility to maintain and repair the inside of his or her unit as well as any exclusive use area with two notable exceptions:

- parking lots, which, like the roads, are maintained by the association
- porches and their attached steps, which are routinely repaired, painted, and sealed by the association in order to preserve the aesthetic appeal of the condominium

Parking Spaces

Each owner has the right to park two currently registered, insured, inspected and operational vehicles in the parking cluster assigned to the building that contains his or her unit.

Note: This does not mean that a particular unit or owner actually owns the two parking spaces or has the use of two particular spaces. However, in certain circumstances, the Board of Trustees has the right to designate that owners in a particular building must use particular parking spaces in a parking cluster.

The Board of Trustees

All unit owners collectively form the Battle Road Farm Condominium Association. This association elects a Board of Trustees.

The board consists of volunteers who donate their time and effort to maintain the property. At the Annual Meeting in December, elections are held to fill vacant positions on the board. For elections to take place, a quorum is required (i.e., 51% of the unit owners must attend and vote or submit a proxy vote by the time of the meeting). If a quorum is not achieved, the current trustees may assign a qualified individual to a vacant position.

The By-Laws of the Condominium Trust provide that the management of the property will be regulated by the Board of Trustees. These trustees represent the interests of the unit owners and have chosen to maintain the economic and physical condition of the complex.

The trustees act in a capacity similar to that of officers of a corporation, and they are ultimately responsible for the operation of the property. The trustees are responsible **only** for issues that pertain to the condominium as a whole, not for maintenance or other issues related to individual units.

The board has hired a management company, First Realty Management, to collect the condominium fees, to pay the bills, and to deal with maintenance, repair and construction issues. First Realty Management effectively manages the property under the Board's direction.

Contacting the Board of Trustees

Individual members of the board cannot make decisions regarding the association without the involvement of a quorum of the Board of Trustees.

If you run into an individual board member, he or she can and will certainly answer basic questions about the community.

However, if you have suggestions or wish to express concerns that require further discussion, approval, policy changes, etc., you must direct your suggestions or concerns **in writing** to the First Realty Management office for presentation to the entire Board of Trustees.

First Realty Management Corporation

The Board of Trustees has engaged the services of the First Realty Management Corporation as the Managing Agent for the complex. First Realty Management works under the direction of the trustees to carry out the actual management and maintenance responsibilities.

Included in these duties are the collection of the common expenses (condominium fees), maintenance of the common areas, and restoration/construction projects. If you have a problem that you think is a common area problem or that affects the common areas, contact First Realty Management.

Property Managers

The property and assistant property managers change on a fairly regular basis (typically, every 2-3 years) depending on staffing and promotions. Current personnel are listed on the cover page of this document. They are responsible for all phases of the operation including, but not limited to, directing, controlling, and evaluating all on-site personnel; maintaining rapport between owners/residents and the management staff of First Realty Management; and assuring that the on-site staff adhere to all property policies and procedures. To contact the management company please use the following telephone numbers:

FIRST REALTY MANAGEMENT

Monday-Friday, 9:00-5:00 and Emergencies 24/7: 617-423-7000

Non-Emergencies, Evenings, Weekends, Holidays: 617-423-7736

ON-SITE MAINTENANCE SUPERINTENDENT

Battle Road Farm Office: 781-259-7930

Note

The maintenance superintendent's on-site hours are generally 7:00 a.m. to 4:00 p.m. Monday through Thursday and 7:00 a.m. to 1:00 p.m. on Fridays excluding holidays.

Condominium Association Meetings

The Annual Meeting is generally held the first Thursday in December. At this meeting vacant positions on the Board of Trustees are filled, and the operating budget for the following year is presented. This meeting is an opportunity for owners to assemble and discuss the past, present, and future operation of the condominium.

For a binding trustee election to take place, a quorum is required (i.e., 51% of the unit owners must attend and vote or submit a proxy vote by the time of the meeting). If a quorum is not achieved, the current trustees may assign a qualified individual to a vacant position.

Monthly meetings are generally held on the first Thursday of each month at 7:00 p.m. However, because meetings sometimes need to be rescheduled, the time and date of each meeting is posted on the bulletin board in the Meetinghouse well in advance. Owners are encouraged to attend the monthly meetings and to participate in the open session.

Meeting Minutes

You may request to receive the minutes of Board of Trustee meetings via email as soon as they are available.

Note: Minutes are also posted in the glass case reserved for this purpose in the mailroom of the Meetinghouse they are also available on the website www.battleroadfarm.org.

The Association's Finances

Operational expenses for Battle Road Farm generally breakdown into the following categories (these percentages are only guidelines because the actual percentages vary from year to year):

17%	General and Administrative
11%	Utilities
50%	Repairs and Maintenance
20%	Replacement Reserves

The Battle Road Farm association currently maintains two separate replacement reserve accounts. One account is for replacement reserve items, such as roofs, roadways, and major capital improvements. The second fund is earmarked exclusively for the sewage treatment plant.

BRF consistently maintains an above-average ratio of approximately 20% of assessments earmarked for the replacement reserve accounts. This amount is subject to change.

Paying your Condominium Fees

The cost of operating the condominium is paid monthly by every unit owner according to his or her percentage of beneficial interest in the property as specified in the Master Deed. This monthly payment is the owner's condominium fee. Payments must be made promptly on or before the first of every month. You may pay either by check or by electronic transfer from your bank account.

Check Payment

All checks should be made out to Battle Road Farm Condominium Trust and mailed to

Battle Road Farm Condominium
c/o First Realty Management Corporation
151 Tremont Street, Boston, MA 02111

Each year in November or December, pre-printed envelopes are mailed to owners who elect to pay by check.

Notes

Make your check out to Battle Road Farm Condominium Trust, not to First Realty Management.

To insure that payment is recorded promptly and accurately, write your unit number on your check.

Electronic Payment

To sign up for automatic electronic payments through your financial institution, contact First Realty Management Company and request an electronic payment form. The form will be sent to you via US mail or email. Return the completed form to First Realty Management via US mail or email.

The electronic transfer of your condominium fees will begin the month following First Realty Management's receipt of the form.

Late Fee Policy

To ensure the smooth functioning of the condominium, late fees are assessed when payment of the common area charges are overdue. The following procedures apply in any cases where a unit owner does not make his or her payment of condominium fees in a timely manner:

- Condominium fees are due on the first of each month for that month.
- Late fees are automatically charged on the 10th of the month. Currently the late fee charge is \$25.00. (First Realty Management routinely sends the owner a reminder about their late fee status.)
- Homeowners are charged \$25.00 for the month in which the assessment is late. This is a one-time charge which is posted to the owners account during the month in which the payment is due.
- Once a homeowner is consecutively two months late and two \$25.00 late fees have been posted to their account (one for each payment missed,) they will receive a notice stating that they have 10 days to pay the entire

balance or it will be turned over to the Association's attorney. (Legal fees associated with this are set by the attorney (not by First Realty Management.) However, the first letter generally results in an attorney fee of between \$95.00 and \$150.00.)

- Subsequently, if the account is not paid within 10 days after receiving the first attorney's letter, a second letter is automatically processed notifying the owner's mortgage company. At this point, First Realty Management charges an additional \$225.00 collection fee.
- If the owner does not pay in full within 10 days of receiving the attorney's letter, a letter will be sent by First Realty Management to the owner's mortgage company, and the owner will be charged a collection fee of \$225.00.
- The owner's account will continue to be charged late fees until the account is brought up to date, and the owner will be responsible for any additional fees charged by the association's attorney.

Special Assessments

Regardless of the level of funding of the annual operating budget and reserve accounts, the Board of Trustees may be obliged by circumstances to levy a special assessment for major repair or replacement projects. Such an assessment is charged to each unit owner according to the beneficial interest assigned to his or her unit by the Master Deed.

Assessments that are not paid in a timely manner will be subject to the same fine structure as regular monthly condominium fees.

What to Expect When You Move In

First Realty Management requests a meeting with new owners to review the materials in this handbook and to answer any questions the new owners may have.

Telephone numbers and email addresses

When you joined the Battle Road Farm community, you were asked to provide First Realty Management with your telephone numbers (landline and/or cell) and email address if you have one. These numbers and addresses are critical in the event of an emergency. In addition, having complete information for

residents improves communication among First Realty Management, the trustees, and the community.

Your contact information is kept confidential and is never shared with the community at large.

Keys

When you purchased your unit, you should have received from the previous owner:

- keys to your **front door**
- keys to your **mailbox** located in the Meetinghouse
- a key to the **water shut-off closet** for your building (if applicable)
- key to the **storage closet**

The water shut-off valves are not in the same place for all buildings. If your building has a separate closet, you will need a key. Even if the valve is inside your unit, it may not be in an obvious place, and you should find out where it is. First Realty Management and our on-site maintenance superintendent have a complete list of the location of the valves for each building and unit.

Battle Road Farm does not have a “Master Key/Lock System.” However, because an emergency in any unit may affect the entire building or the community as a whole, it is strongly suggested that each owner provide the on-site maintenance superintendent with a key to his or her unit for use in the case of emergencies or for other reasons deemed reasonable and proper by the trustees and/or the management company.

All unit keys will be stored securely in the maintenance superintendent’s office in the Meetinghouse.

Because of the time and logistics required to track down a neighbor, entrusting your unit key to a neighbor for the purpose of allowing entry to your unit in the case of an emergency is not a substitute for providing a key to the on-site maintenance superintendent.

If you change the lock to the door of your unit, remember to provide a duplicate key for the new lock to the on-site maintenance superintendent as soon as possible.

Emergency access to your unit when no key is available

If the maintenance superintendent does not have a key to your unit and an alarm sounds or flooding is noticed, the door to your unit will be broken down. This will be done with as much speed and with as little damage as possible. However, if the door is broken down, it will be your responsibility to repair or replace it.

Even though BRF has someone on-site much of the time, it is important to remember that coverage cannot be perfect. Therefore, even if the maintenance superintendent has a key to your unit, if emergency access is required when you are not home and he is not on-site, the door will be broken down and you will be responsible for its repair or replacement. This is one of the ways in which owning a condominium unit is the same as owning a single-family home.

Notes about keys

If you entrust keys to your unit or automobile to your family, employees, maid service, or visitors, the acceptance of the key will be at the sole risk of the unit owner. Neither the trustees nor First Realty Management will be liable for injury, loss, or damage of any nature directly or indirectly resulting from providing keys to others. This proviso also applies to anyone who rents your unit.

Because of liability issues, the on-site maintenance superintendent is prohibited from using any owner's or renter's key to move an automobile at any time.

Mail, Mailboxes, and Bulletin Boards

Mail is delivered to the locked mailboxes located in the Meetinghouse. Mailboxes are private property and, owners who rent their units must provide their tenants with keys. Neither First Realty Management nor the trustees have copies of mailbox keys. If you lose your mailbox key, you can purchase a new lock and key combination from First Realty Management for \$25.00. These locks must be installed by the United States Postal Service.

A large green felt bulletin board has been posted next to the double doors leading into the meeting room in the Meetinghouse. This board is used exclusively for Battle Road Farm information, news, special notices, reminders, etc. Use the other three cork bulletin boards in the mailroom to post service

flyers, notices of events, items for sale, etc. To encourage the organization of postings, these boards have been labeled with their purpose.

Community Days

Throughout the year, the trustees hold Community Days to foster a sense of community and to tackle various projects at Battle Road Farm. These events are fun for the entire family, but participation is voluntary.

Insurance Coverage

Condominium Master Policy

The condominium documents require that the association carry a Master Insurance Policy to cover property damage and liability and other insurance coverage, such as directors' and officers' liability, workers' compensation, theft, flood, earthquake, etc. The premiums for the master policy are part of Battle Road Farm's annual operations budget.

The condominium By-Laws prescribe the breadth of coverage that must be provided for in the Association's master policy. While there are several generic types of insurance coverage, BRF has the most comprehensive, which is known as **all-in coverage**. In general terms, all-in coverage means that all property in the condominium is insured against loss that is a result of a failure or problem with a common area element subject to the following conditions:

- There is a \$5000 deductible per incident (not per unit)
- Improvements to units and storage areas (alterations or structural repairs, whether or not complete; finished basements; finishes, coatings, and coverings of walls, floors, and ceilings; and permanently installed appliances and fixtures) are covered by the Master Policy.
- Owners' personal possessions are excluded from the master policy

Master Policy Deductible

The \$5,000 deductible is per incident not per unit because a single incident may impact more than one unit. For example, a flood may affect multiple units but is considered to be only one incident. If a single incident affects multiple units, the deductible is split among the units based on the \$ figure for the damage to each individual unit. The following table is an example of this deductible split.

Unit	Damage Amount	% of Total Claim	% of \$5000 Deductible	Damage Minus Deductible
1	\$16,850.59	0.24	\$1,184.22	\$15,666.37
2	\$6,046.00	0.08	\$424.90	\$5,621.10
3	\$31,175.62	0.44	\$2,190.95	\$28,984.67
4	\$17,074.03	0.24	\$1,199.92	\$15,774.11
TOTAL	\$71,146.24	100.0	\$5,000.00	\$66,146.24

Homeowner's Policy (HO-6)

A homeowner's insurance policy (commonly referred to as an HO-6 policy) is not required by the condominium documents. However, if your property is mortgaged, the mortgage holder may require that you carry a homeowner's policy in addition to the coverage provided by the condominium master policy.

Also, prudent risk management indicates that each owner should carry his or her own HO-6 Policy in order to insure against losses not covered by the

condominium master policy. Be certain that your coverage is based on the original unit specifications and additional installations. Your insurance agent will be able to guide you through this process.

While strongly recommended, the decision to purchase an HO-6 policy is solely that of each unit owner. Owners usually purchase an HO-6 policy with a deductible of between \$100 and \$500. The premium for your homeowner's policy is your responsibility.

If you do not purchase an HO-6 policy, you will be self-insured, and you must pay out of pocket for all property damage losses to your unit that are not covered by the master policy.

There are three basic types of loss not covered by the master policy that would be covered by an HO-6 policy:

- Personal possessions
- Claims for less than the master policy deductible of \$5,000.00
- Compensation due to other people for their injuries or for damage to their property arising
- From an accident in your unit for which you are at fault

Renter's policy (HO-4)

If you rent your unit, it is also recommended that your tenant carry a renter's policy (HO-4 policy). In most circumstances, an HO-4 policy will insure your tenant against losses that are not covered by the condominium master policy or by your HO-6 policy.

Note

Your insurance policy provider may request or require a copy of the Association's Master Condominium Policy when they are recommending coverage's for your Homeowner's Policy (or for a Renter's policy.) If you need such a Certificate of Insurance, contact First Realty Management.

What to do in the event of a loss

If property damage occurs, it is imperative that you contact the First Realty Management as soon as possible in order to limit the damage and the liability.

The property manager will handle all communications with the association's insurance agent. The agent will, in turn, contact the insurance carrier.

The Community Fire Alarm System

There are two smoke alarms in each unit. One is on the first floor; the other is on the second floor.

The Fire Alarm System monitors the second floor **SMOKE ALARM** that is hardwired in each condominium units. This alarm emits a very loud continuous beep when there is smoke in a unit detectable on the second floor, and the Fire Department is alerted automatically.

The alarm is transmitted by a radio master box located on the entry road near the Meetinghouse. This system insures that the Fire Department knows where the problem is located.

For **Phase I** (Indian Camp Lane) and **Phase II** (North Commons), the radio master box notifies the Fire Department which building is in alarm. For **Phase III** (South Commons), the radio master box notifies the Fire Department both which building and which unit are in alarm.

If your **SMOKE ALARM** sounds, immediately leave your unit.

Remember that once the smoke alarm on the second floor has been tripped in any unit, the smoke alarms for the entire building will sound. Only someone from the Fire Department can turn these alarms off.

The smoke alarm on the first floor is not part of the radio master box system. The first-floor alarm may beep within your individual unit during cooking. This local alarm does not notify the Fire Department. You can usually stop the alarm by opening your doors/windows to eliminate the smoke.

The alarm system is inspected annually. Half of the property is inspected in the spring, and the other half is inspected in the fall. Owners are notified in advance of an inspection. If an owner is not present for the inspection and has not made arrangements to allow access, the cost of inspecting the unit at another time will be the responsibility of the owner.

Heat Sensors

Each unit is also equipped with two heat sensors. The heat sensors are also hard wired to the Fire Department. The Fire Department will be alerted if a heat sensor reaches 130 degrees.

Carbon Monoxide Detectors

Typically units are equipped with carbon monoxide detectors. These detectors have battery backup, and the batteries must be changed annually. The Fire Department suggests changing the batteries when you change your clocks in the spring or the fall.

The Sewage Treatment Plant

The on-site Sewage Treatment Plant is a complex, waste water treatment system. Its operation requires the constant presence of certain bacteria. Even a minute amount of a potentially toxic substance can destroy these bacteria and disrupt the safe and proper operation of the plant.

Owners must, therefore, exercise extreme caution in the day-to-day use of the sanitary and drainage systems. The Rules and Regulations for Battle Road Farm contain complete and specific information about use of the system. All owners and renters should review this information.

Following is a condensed list of substances that **must not** be put into the system, which includes sinks, garbage disposals, toilets, and storm drains. Anything that you put into the kitchen sink must be properly shredded by your garbage disposal.

Do not put any of the following liquids into the system

Grease, fats, cooking oils

Dispose of large amounts of grease (such as bacon grease), other fats, and cooking oils in your ordinary household trash.

Residual amounts of grease, fats, or cooking oils on dishes, cookware, etc. that is washed away during ordinary hand-washing or during cycles in a dishwasher is acceptable.

Gasoline, fuel or motor oil

Flammable liquids

Do not put any of the following non-liquid substances into the system

Ashes, cinders

Wax

Sand

Feathers

Plastic

Sanitary items

Glass

Straw
Rags or paper
Kitty litter of any kind (flushable and non-flushable)

If you have any doubt about whether or not something can go down the drain (sink, disposal, toilet, or storm drain), check the regulations first or simply dispose of the item with your solid rubbish

Penalty for damaging the sewage treatment plant

Because the sewage treatment plant is crucial to the operation of our condominium, anyone who maliciously, willfully, or negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment that is a part of the sewage treatment plant shall be subject to immediate arrest on a charge of “disorderly conduct.”

Community Rules and Regulations

Noise level at BRF

The volume of television sets, radios, stereos, and musical instruments **must be** lowered after 10:00 p.m. and at all times should be kept at a sound level that does not disturb your neighbors.

Speed limit and stop signs

Out of concern for the safety of all residents and the many children who live in our complex, the speed limit for Battle Road Farm is 15 MPH.

There are only two stop signs at BRF, one at the Meetinghouse for people entering the property and one at Old Bedford Road for people leaving the property. It is imperative that drivers abide by these stop signs and not treat them as merely advisory.

There are no stop signs as you exit parking lots, but wise drivers and bicyclists will exercise caution since drivers on the main roads have the right of way.

Playground

We have had a legal agreement with our neighbor (Lincoln North Office Park, LLC) for many years to construct, install, operate, maintain, repair, and replace playground equipment and apparatuses as desired by the trustees for use by Battle Road Farm owners, renters, and guests.

The playground is to be used at your own risk. Children should be accompanied by an adult at all times.

Skateboarding

We have been officially notified by our neighbor, Lincoln North Office Park, LLC, that they are very concerned about the impact of skateboards on their property. Their management has invested a significant amount of money in repairs that were needed, in part, because of damage caused by skateboards. As a result, they have posted signs prohibiting skateboarding on their property.

The managers of Lincoln North Office Park, LLC want to be sure our residents are aware of the problem and understand that anyone caught skateboarding on their property will be prosecuted to the fullest extent of the law.

Storage (General)

No owner or occupant may permit anything to be done or kept in his or her unit or in the common elements that will increase the rate of hazard or liability insurance for the condominium or result in the cancellation of insurance on the buildings or their contents.

Obviously, this rule applies to anything that would be in violation of any law.

No owner, occupant, employee, maid service, or visitor shall at any time bring into or keep in a unit any flammable, combustible, or explosive fluid, material, chemical or substance (except lighting and cleaning fluids that are customary for residential use).

All draperies and window coverings in the units, as well as any other hanging materials, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board.

Firewood storage

To reduce the opportunity for wood rot and damage, be sure that your firewood is stored in a holder that keeps the wood off decks and porches and away from walls.

Pets

Dogs are not be permitted in any portion of the common areas unless they are on a leash or carried.

Do not curb your dog in any area adjacent to the condominium buildings or close to any patio. Curb your dog only in the wooded areas of the condominium land.

You are responsible for cleaning up after your pets. Any damage caused by your pet will be your responsibility.

If the trustees determine that a pet is a nuisance or a danger to other owners and residents, the trustees may require the permanent removal of the pet from the condominium upon three (3) days written notice to the pet owner.

Dogs must be licensed in Lincoln. Applications for dog licenses are available in the Town Clerk's office or downloaded from the town's website:

Parking

Each unit owner has the use of two parking spaces for registered and insured passenger vehicles (cars, vans, and pick-up trucks) in operating condition only.

No motorcycles, mopeds, commercial trucks, boats, trailers, campers or other vehicles may be parked anywhere on the condominium land except with the prior written consent of the trustees.

See

[Parking Spaces](#)" on page 8 for additional information regarding parking as specified fine schedules will apply to violators.

Guest Parking

Your guests are your responsibility, and how they park their vehicles is important. Let your guests know the rules (which, in the main, apply to residents as well):

Guests should turn left or right at the Meetinghouse and then turn around to face **towards the exit** before parking on the right-hand side of a main road (that is Indian Camp Lane, North Commons or South Commons).

Guests should not park on the grass.

Guests should not block the normal flow of traffic, fire hydrants, or entrances to parking lots.

So that fire engines and school buses can negotiate tight turns and so that the Fire Department has access to the panel for the radio fire alarm box, guests should **never** park on the entrance road into the Battle Road Farm complex from Old Bedford Road **or** along the roadway in front of or next to Building #2.

Even when you are holding an event at the Meetinghouse, guests should **never** park in the lot adjoining the Meetinghouse, so that unit owners have access to the mailroom at all times.

Failure to comply with these parking regulations may result in a \$75.00 fine per instance.

General Aesthetics

Unit owners have the right to decorate their units (including porches, patios, or any other exclusive common area) with items and furniture **in good condition** that do not detract from the aesthetic or architectural integrity of the condominium.

However, the Board of Trustees has the right to control or regulate these decorations if it is agreed by all members of the board that the following commonsense guidelines have been ignored or misunderstood:

No clothes, sheets, blankets, laundry, rugs, or any other articles are to be hung out of the windows or doors of any unit or exposed on or in any part of the common area (**including porches and patios**).

The common areas (**including porches and patios**) must be kept free and clear of all rubbish, debris, and other unsightly materials.

Children's toys, swimming pools and related items are not allowed on the common areas, including the commons between the meadow farmhouses, when not in use.

No exterior lighting equipment, fixtures, or other items may be attached to any unit without the consent of the trustees.

In addition, no owner may hang or display signs, awnings, air conditioning units, canopies, shutters, or radio or television antennas on the outside of windows, walls, or doors of their unit without the prior consent of the trustees.

See the following sections for additional information about holiday decorations, porches, patios, and grills.

Holiday Decorations

After the winter holiday season, all exterior seasonal ornamentation must be removed no later than January 15th. This includes:

All outside strings of lights or lit icicles lights.

All winter holiday decorations displayed in windows (candle lights, wreaths, decals, etc.)

Door wreaths are generally allowed year round. However evergreens put up in December usually begin to look sad by Valentine's Day and must be removed

Porches, Patios, and Grills

Unit owners may have seasonal furniture, flowers, and plants on their porches, patios, or other exclusive-use common areas provided they are in good condition and do not detract from the aesthetic or architectural integrity of the condominium.

Personal property placed in your exclusive common areas is your responsibility. Neither the association nor the trustees will be responsible for loss or damage.

By the order of the Lincoln Fire Department, grills may not be used on porches. Grills may be used **only** on patios or on the grass area adjacent to your unit.

Storm Doors

Storm doors improve heating efficiency and reduce drafts during the winter months. The Board of Trustees specifies that storm doors used at Battle Road Farm must be white and either a full view style or split version (allowing separate top and bottom glass and screen installation). You may install any brand you wish.

Antenna and Satellite Dish Regulations

Reception antennas, satellite dish, or other structures that are designed to be attached to the outside of any building are not allowed at Battle Road Farm without prior approval from the Board of Trustees.

Trash Removal

Regular trash is picked up every Thursday morning. If Thursday is a holiday, trash pickup is Wednesday.

Owners must arrange for the disposal of large items of trash or rubbish that are not collected in the normal course of trash removal.

Recycling

Recycling is mandatory. Recycling material can be taken to the Lincoln Transfer Station Wednesdays and Saturdays, from 7:30 a.m. to 3:30 p.m. To get to the Transfer Station, turn left from Hanscom Drive on Route 2A, and turn right at the first driveway.

For a list of recyclables, also available is information for obtaining a sticker to use the transfer station see the Town of Lincoln website.

Lawn mowing

To facilitate mowing, chairs, grills, furniture, and other items **must not** be stored on the common area lawns. Be sure that items on your patio are at least one foot back from the edge to allow the mower to cut right to the edge.

Neither the landscape contractor nor Battle Road Farm will be responsible for damage to items placed too close to common area lawns.

Pruning

Individual owners cannot prune common area trees and shrubs without authorization from the Board of Trustees. A landscaper contracted by the association prunes trees and shrubs each year, **budget permitting**. Pruning generally takes place in the winter months. Contact First Realty Management if you see a tree whose branches are brushing against a building, and it will be added to the tree pruning list.

The pruning process is prioritized as follows:

1. Trees, bushes, and shrubs touching buildings
2. Trees that overhang streets and parking clusters and are at risk
3. Other trees, bushes, and shrubs

Hoses

Every spigot has been provided with a hose. Additional hoses are the owner's responsibility. Hoses **MUST** be coiled and placed off the grass to allow for mowing. Hoses should be turned off at the spigot. Shutting a hose off at the nozzle may cause the hose to expand and burst which would ruin the hose and be harmful to the BRF water bill.

What to Do When It Snows

Snow Removal

Since no two storms are alike and snow does not always fall at the most convenient time, flexibility, communication, and community cooperation are essential elements to any snow removal plan. The snow removal contractor (currently Lincoln Tree and Landscaping) is responsible for clearing snow usually in the following order:

1. Roadways are plowed
2. Walkways are shoveled
3. Parking lots are plowed

Ice Removal

Even mist can freeze and create slippery conditions on the wooden porches and steps. The Board recommends that you keep a small bag of ice melt on hand. Buy the most benign product available. Do **not** use rock salt as it damages porches, grounds, and wetlands.

During the winter, exercise great caution when you leave your unit. Our on-site superintendent makes rounds each day. However, it is not possible for him to get to every unit before residents go outside.

To prevent injury, report any unusual ice build up on walkways, porches, or roofs to FIRST REALTY MANAGEMENT as soon as possible.

Snowstorm Parking Procedures

To ensure that the property is cleared of snow effectively and expeditiously, it is critical that everyone comply with the snowstorm parking procedures. At the discretion of the snow plow contractor or First Realty Management, it may be necessary to enforce these procedures by towing vehicles in violation at the owner's expense.

Do **not** park your vehicle on a main road (Indian Camp, North Commons, or South Commons) until the storm is over and the main roads in the complex have been plowed.

The snow plows will honk their horn when they come to plow your parking lot. Be prepared to move your car at this time.

Once the main roads have been cleared, move your vehicle to the road and park it on the right hand side as you **drive out of the complex**. Cars should **always** be parked in this direction, but it is especially important to park this way during the winter when the streets are narrowed by snow banks.

Do not block access to parking lots, keeping in mind that snow plowing equipment must have room to move in and out of parking lots. Park **at least** four feet from the entrance to a parking lot.

Once your parking lot has been cleared, move your car back into the lot as quickly as possible so that the plows can finish plowing or cleaning up any remaining snow on the roadways.

Sometimes, one storm winds down but another is forecast to begin within the next few hours. When this happens, you must go through this process outlined above **twice**. In other words, do not leave your car parked in the roadway because you think you will just have to move it out there again. All cars **must** be moved back into the parking lots after the lot has been cleared, so that the main roads can be cleared after the second storm.

Notes

So that other residents can park to pick up their mail, do not park your car in the Meetinghouse parking lot at any time for more than thirty minutes. This is especially important during the winter. The fine schedule will apply to violators.

If you plan to be away for more than a day or two during the winter, leave a key to your car with a neighbor (for liability reasons, our on-site maintenance superintendent is prohibited from moving your car).

If your car isn't moved after a storm and your neighbors' parking is severely impacted, your car may be towed to Tracy's Garage in Lincoln (Route 2 and Bedford Road, 781-259-8600). You will be responsible for all charges.

If a snowstorm occurs while you are away for a day or two and you haven't made arrangements with a neighbor, obviously, your car will not be moved from the parking lot in a timely manner, and mounds of snow may pile up around it. When you return, it is your responsibility to shovel your car out and to clean up the lot around where it was parked as quickly as possible.

If your car is parked on a main road so the snowplows cannot navigate or if the placement of your car causes a dangerous situation, it will be towed to Tracy's Garage in Lincoln (Route 2 and Bedford Road, 781-259-8600). You will be responsible for all charges related to the towing, attempted towing, and/or storage.

The Association's Fine Schedule

Violations of the Rules and Regulations of the association may subject a resident to warnings, fines, or other enforcements deemed appropriate by the Board of Trustees.

General Fine Schedule	
Failure to remove articles from a common area	\$15 per day
Pet Littering	\$15 per occurrence
Failure to comply with: M.G.L.Chapter-183A Notification requirements*	\$50 per month
Offensive Activities/General Nuisance	\$75 per occurrence plus repairs
Damage to Common Area	\$75 per occurrence plus repairs
Parking Fine Schedule	
First Offense	Warning
Second Offense	\$15
Third offense and each subsequent infraction	\$15 plus towing without further notice

Further Explanation

Any homeowner who receives a fine (for any of the specific violations in the table above) will have thirty days to pay it.

If the fine remains unpaid at the end of the calendar year, an additional fine of \$100.00 will be imposed. At the end of each subsequent year, this additional fine will be imposed until the balance is paid.

An owner who is aggrieved by any fine or penalty imposed by the trustees will be granted a hearing if a written request is made to First Realty Management within ten (10) days after receipt of notice of the fine or penalty. The hearing will be held at the next regularly scheduled meeting of the trustees which the owner **must** attend.

The trustees may relax or withhold enforcement of any rule or regulation which, in their opinion, would impose a hardship on a resident or which, under the circumstances, would be unfair or impractical to enforce.

***Note**

Notification to Association Chapter 183A:

By accepting a mortgage on a Unit of the Condominium, a mortgagee agrees to provide the Association with written notification of any default under said mortgage which is not cured within thirty (30) days.

Additionally, any owner of a unit that is refinanced (first or second mortgage) must notify First Realty Management of the change of status.

Improving or Updating Your Unit

Any owner who makes repairs or renovations in excess of \$1000.00 to the interior of his or her unit must complete application and receive approval of the Trustees and First Realty Management before repairs or renovations begin and must contact the local Building Department to determine if a Building Permit is required. Interior painting and wallpapering are excluded from the \$1000 limit.

If a building permit is required, no work can be undertaken until a permit is obtained from the town of Lincoln and a copy delivered to First Realty Management. In rare instances, you may need a permit from the Commonwealth of Massachusetts. All work must be performed by properly licensed contractors who must carry liability and property damage insurance with minimum limits of \$500,000.00, as well as worker's compensation insurance. Certificates of Insurance must be filed with the Board of Trustees before work begins.

Procedures for Routine and Emergency Repairs

Common areas

Repairs to common areas are the responsibility of the association. First Realty Management will coordinate maintenance and repair services to the common areas.

To report a common area problem or to request service, call First Realty Management at 617-423-7000. This service is available 24 hours a day, seven days a week. After hours you may get an answering service, staff member state that you are calling from Battle Road Farm Condominium, identify yourself by giving your name, unit and telephone number, and give the nature of the problem.

IN AN EMERGENCY: Contact First Realty Management. Maintenance personnel are on call 24 hours a day to respond to common area emergencies. If you are unsure if yours is a common area emergency, always err on the side of caution and contact First Realty Management. The management company will assess the situation and determine what action is necessary.

Unit owners' responsibility during repairs to common areas

Each resident will be sent a notice prior to the repairs. If entry will be required into your unit (for example, to turn off power, etc.), the management company will attempt to contact you and make arrangements for admittance. You may choose to be present or ask the on-site maintenance superintendent to open the door and accompany the contractor.

The only time anyone is allowed to enter your unit without a representative of First Realty Management and your approval is in the case of an emergency, such as a fire, flood, or gas leak.

In the event of a large project, you will be instructed where to park during the construction. Before work starts, owners will be instructed to take precautions to protect personal items placed in areas that need to be accessed during the repairs. If you need assistance preparing your area, contact First Realty Management. If repair work—for example, repair to a roof leak—impacts only a single unit, First Realty Management calls the owner after the work is completed to make sure the resident is satisfied with the results.

Individual Units

Homeowners are responsible for the repair costs for routine maintenance and repairs inside their units and also for emergencies, such as no heat or air conditioning, electrical problems, or clogged toilets.

IN AN EMERGENCY: Because you contract individually for these services, you may call either a local contractor to handle an emergency or First Realty Management for emergency assistance. The individual owner is billed directly for personal services performed by company maintenance personnel. Please note, however, that certain emergency situations—such as a problem with your heating, plumbing, or electrical system—may require service by a licensed contractor. Therefore, instead of waiting for a First Realty Management staff member to assess the situation and then contact the appropriate licensed contractor, you may find it faster and more effective to call a local contractor directly.

If you are uncertain about how to handle a maintenance problem, you can always call First Realty Management for assistance. You can also contact the management office if you need assistance finding a contractor to perform a repair inside your unit because a list of contractors who have been used at the condominium in the past is kept.

What You Are Responsible For Inside Your Unit

You are responsible for “just about everything” that happens inside your unit.

Heating and Cooling Systems

To avoid freezing pipes, you should not set your temperature below 59 degrees, especially if you plan to be away for any length of time during the colder months. Freezing pipes must be avoided at all times because walls are shared by other units. Negligence by one owner can lead to disaster for a neighbor.

It is also recommended that you have your systems cleaned and checked out by a professional at least once a year (as recommended by most manufacturers).

Water Heaters

Water heaters are the responsibility of the individual owners. The initial setting is adjustable either up or down for different water temperatures. The higher the temperature the more energy used.

Chimneys

If you have a fireplace, you are required to have your chimney inspected and cleaned annually. When the work has been completed, send First Realty Management a copy of the invoice for their records.

Dryer vent cleaning

Because 15,000 house fires are caused each year by “trapped lint,” it is imperative that all lint filters are cleaned routinely and that periodically all dryer vents (located in the back of your dryer and the vent where it exits your building AND all duct work in between) are cleaned.

In conjunction with the requirement for annual chimney inspection and cleaning, it is now mandated that each unit owner must assure the Association that they maintain clean dryer vents and have only metal ductwork and venting (all plastic parts to be replaced with metal) in anticipating of insurance requirements. An affidavit to this effect, signed and dated by each unit owner will be delivered annually.

Since this is a new requirement beginning in 2009, our onsite Superintendent will be inspecting all units to ensure that each unit has replaced all plastic parts with metal ductwork and venting.

Cleaning dryer vents is an easy task for many units. Some units, however, have more complicated configurations and will require professional help. (For example, some dryers are on the second floor of some units and/or installed in a closet with a door that must be removed to gain access to the dryer venting.) There are several options:

Personal cleaning and verification: Clean your ducts and verify, in writing on the affidavit provided annually, that your ducts are clean.

Professional cleaning – owner's choice of vendor: Hire a contractor of your choosing to clean the dryer ducts. Obtain an invoice and written report as a part of this service and submit these along with the affidavit.

In all options, the individual unit owner must then complete and return to First Realty Management an affidavit certifying that their dryer vent has been cleaned and is in proper working order annually.

Sump pumps

Some units are equipped with sump pumps in the basement or crawl space to help offset water infiltration into the units.

Some basement sump pumps are equipped with alarms that will sound if there is a problem.

Please contact the management office if the alarm sounds or if there is a problem with the operation of the sump pump in your unit. First Realty Management will assess the situation and act accordingly.

Some sump pumps also have battery backup.

First Realty Management maintains a listing of the following (by unit): when a sump pump was installed, if and when a sump pump has been replaced, and if it has a battery backup.

Landscaping, Flower Beds, Trees, Shrubs, and Patios

This section deals with developing plans and submitting requests to

- Install new planting beds in or around your unit's exclusive-use common areas
- Expand existing patios
- Surround air conditioning units with shrubbery or lattice fencing
- Plant trees and/or shrubs in the Association's common areas

Notes

You do not need permission from the Association to plant or replant annuals or perennials in the existing planting beds that that borders your unit and your patio.

Planning an outdoor project

Before you begin this process, it is important for you to understand that the Battle Road Farm condominium complex was designed to replicate a “farming community” in New England in the 1800s. Therefore, any trees and shrubs must be those that grew in New England during this time. Also, because of our proximity to conservation areas, the Town of Lincoln Planning Board has final approval of all shrubs and trees planted here.

As a first step, discuss your plans with your neighbors, who will appreciate being informed. You may find that you and your neighbors share some concerns, such as making your patios more private; and you may be able to share the cost of planting some shrubs.

Preparing your Landscaping Plan

Prepare a drawing of your plan, including the physical dimensions of the proposed work. Grid paper can help you with this task, and here are examples of landscaping plans in the “Forms, Lists, and Examples” section of this handbook.

Plans for new planting beds for perennial and annual flowers may include only areas that border your unit and your patio. These plans may not include areas that are forest, wetland, or common area lawns. Because our landscaping budget does not allow for hand trimming around beds, you are likely to lose flowers or shrubs planted too close to the lawn. Take this constraint into account when you layout your beds.

Your plan should note the current conditions around your unit and nearby. In other words, indicate anything that might be affected by your landscaping work, including your neighbors’ windows, existing *trees*, and *walkways or paths to the forest or common areas*. **PLEASE DO NOT** trim your neighbors’ shrubs to accommodate your planting plan!

Any plan that contains new trees and/or shrubs must include a written identification of each tree and/or shrub using the botanical name and planted size. Refer to the list of approved plants posted on the Battle Road Farm bulletin board and included in this handbook. *Trees and shrubs are occasionally added to this list. Therefore, a list published a few years ago will not be as useful as the more recent versions.*

Lawn ornaments also require permission of the Board of Trustees.

Planting that is allowed outside your immediate area

Owners may be given permission to plant trees or shrubs beyond their immediate area if the plantings are in keeping with the aesthetics of the community and are acceptable to neighbors. Because the buildings at BRF are sited differently, a request of this nature is handled on a case-by-case basis.

Shielding air conditioning units

Some buildings have their air conditioning units enclosed by unfinished or weathered lattice fencing or shielded by shrubbery. If your plan includes one of these components, be sure you explicitly call attention to it on your drawing and discuss it with the landscape consultant.

Expanding your patio

If you want to expand your existing patio, the size of your new patio must remain within the following guidelines:

- The pavers must match existing pavers (16" X 16" concrete)
- The finished dimensions of your patio may be no larger than 64 pavers in a square or rectangular arrangement. Therefore, your plan must provide an accurate count of both the existing and proposed pavers.
- The patio underlayment for the proposed expansion must be built in accordance with specifications provided by the trustees.
- Patio expansions are best handled by a professional since you need to dig down to a point where a new patio base should start. Typically, you would need to dig down seven inches to allow for a four-inch base, a layer of sand, and the pavers.

Submitting your landscaping and patio plans

Once you have drawn your plan, fill out the "Application to Perform Additions, Alterations, or Improvements" that you can find in the "Forms, Lists, and Examples" section of this Handbook and on the Battle Road Farm website. (At this time you should also have in mind who will be doing the work (i.e. a short list of potential licensed and insured contractors.)

Mail your plan and your application form to First Realty Management 30 days prior to the next trustee meeting (trustee meetings are held the 1st Thursday of

every month beginning at 7:00 p.m.). Requests submitted to any individual board members will slow the process.

Mail your request to

Property Manager
First Realty Management Corporation
151 Tremont Street
Boston, MA 02111

If you have a scanner, you may wish to scan your plans and application, and e-mail them to

condoservices@frmboston.com

A Trustee or First Realty Management Manager will contact you to set up a meeting to discuss any questions or concerns.

At the Board of Trustees meeting, the trustees will discuss your plan and vote to approve or deny your request.

If your plan is approved, you will have 90 days to complete the proposed work (although extensions may be granted upon written request).

If your plan is rejected, you may make any recommended revisions and resubmit it. If this is the case, you should work with the landscape consultant to expedite your request.

If necessary, resubmit any changes discussed to First Realty Management 15 days prior to the next trustee meeting.

The trustees may also suggest that you attend the next trustee meeting to talk about your plan and to answer questions. This will also give you the opportunity to clarify any issues that have arisen.

Outside Stair Railings

Stairways with fewer than three risers are not required to have handrails when serving an individual unit. However, sometimes it makes sense to add an outside railing to an individual unit for the sake of people's safety or simply for aesthetic reasons.

To add a railing, you must submit a written request using the Application to Perform Additional, Alterations and Improvements (see Forms/Lists/Examples in this handbook).

Your railing must adhere to guidelines listed in the Sixth Edition of the Massachusetts State Building Code addressing walking surfaces elevated more than 30" above ground that require stairway guards and handrails. (A copy of this code and an engineer's drawing are also included in the Forms/Lists/Examples section of this handbook.)

Cleanup of the Grounds

Battle Road Farm contracts with a landscaping company for regular cleanup of the grounds.

Spring

Our landscaping contract includes raking and edging of all beds and application of mulch. However, some unit owners prefer to do some or all of this work themselves. If you wish to do your own spring cleanup of the planting beds adjacent to your unit, you must notify First Realty Management in writing:

1. if you do not want your planting beds raked or edged
2. if you do not want mulch applied to your planting beds

The deadline for this notification is March 30th.

Fall

The landscape company undertakes fall cleanup during the months of October and November. Before this time, owners should put away planters, hoses, and other seasonal items for the winter.

Using the Meetinghouse

Residents of Battle Road Farm and non-residents may use the Meetinghouse for private functions seven days a week on a first come, first served basis. Reservations must be made in advance by contacting condominium services at First Realty Management at 617-423-7000.

All uses, except “A” in the following table, require a signed agreement and a security deposit. The security deposit is required at the time of the reservation and is refunded if the Meetinghouse is left in its original condition. Contact First Realty Management for rental forms, parking instructions, and other information.

The security deposit and fee are due with the signed rental form. All fees are placed in the BRF “Miscellaneous Fees” account.

Costs associated with using the Meetinghouse

<u>Event</u>	<u>Fee</u>	<u>Security Deposit</u>
A BRF-sponsored community events where no food or beverages are served and the event is advertised to all BRF community members	No Charge	Not Required
B BRF-sponsored community events where food is served and the event is advertised to all BRF community members (fee is for the cleaning service)	\$40.00	\$100.00
C Private unit owner or renter events (i.e., children’s birthday parties, showers, anniversaries, etc.)	\$75.00	\$200.00
D Events hosted by people who do not own or rent units at Battle Road Farm	\$150.00	\$200.00

Available for use when you rent the Meetinghouse

Keys

After the security deposit (if required) has been received, call the on-site maintenance superintendent to obtain a key to the meeting room. He will leave it at your front door or make arrangements for you to pick it up. Special arrangements for access to the Meetinghouse will be made if

someone from outside the community rents the Meetinghouse for an event.

Tables and Chairs

Tables and chairs are in the closet to your left as you enter the meeting room.

Linens

Five white cloth table coverings are available for your use. These are stored in a basket in the closet opposite the kitchen. These linens will cover the two large round tables, two medium-sized rectangular tables, and one large rectangular table that most people use. When your event is over, take the basket and the linens home with you. Launder the cloths, tumble them dry, fold them, put them in the basket, and return the basket to the closet in the Meetinghouse. Or, if you have already returned your key to the on-site maintenance superintendent, leave the basket under the green felt BRF bulletin board in the mailroom.

Fireplace

You may use the gas fireplace during your event.

After your event

To make sure that the Meetinghouse is safe and secure after an event, it is required that you use the following checklist:

- ___ Turn off the fireplace and close the glass door to protect the gas pilot.
- ___ Put away the furniture.
- ___ Close and lock the windows.
- ___ Sponge clean the counter tops and stove.
- ___ Empty the refrigerator.
- ___ Remove trash from the building and common area (if you are a BRF resident, dispose of trash in the trash room of your own building; if you are a non-resident, take your trash home with you).
- ___ Turn off lights, ceiling fans, and air conditioning.
- ___ Close and lock the double doors between the mailroom and meeting room.

___ Return the key to the maintenance supervisor.

Selling your unit

In order to sell your unit, you must comply with all governmental requirements. With respect to the Association, you must obtain a notarized 6-D Certificate from First Realty Management, the agent for the Battle Road Farm Condominium Trust. This certificate certifies that there are no outstanding charges against your unit. In other words, you, as the current owner, must be sure that all condominium fees, fines, and assessments have been paid through the date of the scheduled closing.

It is a good idea to request the 6-D Certificate at least 10 days prior to the closing date. If you are making a payment near the closing date, you should pay by money order or cashier's check.

Contact First Realty Management to obtain the documentation in the following table.

Costs associated with the sale of your unit (2008-2009)

Complete "Sale of Unit" Package	\$150.00
Complete "Refinance" Package	\$75.00
Legal Documents Only (Master Deed, Declaration of Trust, Rules & Regulations)	\$50.00
6-D Certificate Only	\$50.00
Current Operating Budget only	\$25.00
Copy of Recent Board of Trustee Meeting Minutes	\$25.00
Rush Service for any of above (this is an additional fee)	\$50.00

The complete packages include:

- a notarized 6-D certificate
- forms for the bank
- coordination of the necessary insurance certificates
- answering questions from all related parties involved in the transaction
- completing necessary procedures related to the transaction

Renting (or leasing) your unit

All rental agreements for units at BRF must be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws, and the Rules and Regulations of the condominium.

The Master Deed prohibits the renting of a portion of a unit. No unit may be rented for a period of less than thirty (30) days.

In addition, all rental agreements for units at BRF must be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws, and the Rules and Regulations of the Condominium and no unit can be rented for a period of less than thirty (30) days.

If you are planning to rent your unit, follow these guidelines:

Notify First Realty Management of your intention to rent your unit

Give First Realty Management the names and phone numbers (home, business, and cell) of your tenants

Provide First Realty Management with a copy of the lease

Make sure that the rental agreement is written so that you are renting/leasing the entire unit (not a particular room in the unit)

Give your tenant a copy of this handbook

Provide First Realty Management with your address, phone numbers, and email address and the contact information for your agent or representative, if applicable

This handbook is considered an attachment to your rental agreement. It is understood that your tenant and his or her guests are responsible for complying with the Rules and Regulations of Battle Road Farm.

Note

In general, the terms "lease" and "rent" are synonymous.

Driving directions to Battle Road Farm

From the North

From I-95 South/Route 128 South, take Exit 30B (Route 2A West toward Concord).

Once on Route 2A West, follow the “Detailed driving directions from I-95/128.”

From the South

From **I-95 North/Route 128 North** take Exit 30B (**Route 2A west** toward Concord). **Note:** Both 2A West and 2A East use the same exit from 95/128. To reach the ramp for 2A west, drive past the rest area and gas station complex.

Once on **Route 2A West**, follow the “Detailed driving directions from I-95/128.”

Step-by-Step directions from I-95/128

- Drive approximately 1.8 miles on Route 2A West past the visitors’ center for Minuteman National Park to the flashing yellow light at Hanscom Drive.
- Turn right at Hanscom Drive. You may not be able to see any buildings because of the trees, but Battle Road Farm will be on the hill to your left
- Move into the left lane and bear left at fork (since there is no sign for Battle Road Farm, follow the signs for Lincoln North and Minuteman Commons). Be sure to stop completely at the stop sign since cars often travel very fast over the rise coming out of the air force base to your right.
- Turn left onto Old Bedford Road (since the road sign is knocked down quite regularly, just follow the Lincoln North and Minuteman Commons signs at this intersection, and do not head down the hill to the Civilian Air Terminal).
- Turn left at your first opportunity (an oval sign for Battle Road Farm is at the entrance). When you get to the top of the hill, the large white Meetinghouse will be on your right.

- At the Meetinghouse, turn left for Indian Camp and North Commons (the even numbered buildings are in this direction) or right for South Commons (the odd numbered buildings are in this direction).

From the East

Take Route 2 West to Bedford Road (the first stop light after you cross I-95/128).

At the light, turn right onto Bedford Road.

Turn right onto Route 2A.

Just around a curve, turn left at the flashing yellow light (Hanscom Drive).

Once you are on Hanscom Drive, follow the “Detailed driving directions from Hanscom Drive.”

From the West

Take Route 2 East to the exit for Route 2A. This is a left exit, so get in the left lane after you pass the intersection of Route 2 and Route 126.

Turn left at the flashing yellow light (Hanscom Drive).

Once you are on Hanscom Drive, follow the “Detailed driving directions from Hanscom Drive.”

Detailed directions from Hanscom Drive

- Once you are on Hanscom Drive, although you may not be able to see any buildings because of the trees, Battle Road Farm will be on the hill to your left.
- Bear left at fork (since there is no sign for Battle Road Farm, follow the signs for Lincoln North and Minuteman Commons). Be sure to stop completely at the stop sign since cars often travel very fast over the rise coming out of the air force base to your right.
- Turn left onto Old Bedford Road (since the road sign is knocked down quite regularly, just follow the Lincoln North and Minuteman Commons signs at this intersection, and do not head down the hill to the Civilian Air Terminal).

- Turn left at your first opportunity (an oval sign for Battle Road Farm is at the entrance). When you get to the top of the hill, the large white Meetinghouse will be on your right.
- At the Meetinghouse, turn left for Indian Camp and North Commons (the even numbered buildings are in this direction) or right for South Commons (the odd numbered buildings are in this direction).

Forms/Lists/Examples

- Application to Perform Additions, Alterations, or Improvements
- Dryer Vent Cleaning Certification Form
- Engineer's drawing for outside stair railings
- Forms used to Reserve/Rent the Meetinghouse