



**POLICIES & REGULATIONS**  
BASEBALL FACTORY CONDOMINIUM TRUST

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## **I. INTRODUCTION**

All present and future owners, visitors, tenants, and occupants of units, and any other person who may use the facilities of the Baseball Factory Condominiums in any manner, are subject to the Massachusetts General Laws, the Baseball Factory Condominium Declaration of Trust, the Master Deed and the Policies and Regulations contained herein.

All use and maintenance of a unit, the common areas and facilities shall be conducted in a manner consistent with the comfort, convenience, peaceful possession, and proper use of all residents.

## **II. THE PROPERTY**

The Baseball Factory Condominiums (hereinafter “BBF”) consists of 1 building with 20 residential units and 1 commercial unit, equipped with an elevator and includes the following:

A laundry facility located on the second floor with two washers and two dryers, a courtyard and atrium at the main entrance, reserved residential parking, and commercial parking on the south side of the building, and 1 handicapped space at the entrance to the building from the parking lot which is handicap accessible.

## **III. ADMINISTRATION AND MANAGEMENT**

The BBF is administered by a Board of Trustees (hereinafter “Trustees”). The Trustees are elected by majority vote at an annual meeting of owners present (a quorum) or by proxy. In the event that there is not a quorum present a special meeting will be called for this purpose. A Trustee serves a term of two (2) years on the board with the option for reelection or reappointment. To contact the Trustees use the following email address: **trustees@baseballfactory.org**

The Board of Trustees includes a Treasurer who is responsible for the collection of condo fees, special assessments and all other payables for the BBF, processing of payment of all BBF expenses, including but not limited to, utility charges, insurance premiums, and building maintenance cost. Any other issues shall be addressed to the Trustees.

**a. Responsibilities/Fines:**

The Trustees are responsible for the creation and enforcement of Policies and Regulations and for the operation of the BBF. The Trustees may levy reasonable fines, at their sole discretion, for any violation of the Policies and Regulations, Master Deed or Declaration of Trust. The Trustees may also levy fines not specifically enumerated in the Policies and Regulations where they deem appropriate. All fines will appear on the unit owner's monthly statement, together with an incident report or other summary of the offense. Any unit owner may challenge a fine, in writing, to the Trustees within one (1) week of receipt of an incident report. The Trustees will determine whether the fine will stand, be reduced or be removed. **Please be aware that unpaid fines may result in a lien being placed on your unit.**

**b. Right of Access:**

Each Unit Owner grants a right of access at reasonable times and by reasonable notice (except in emergencies) to the Trustees or any other person authorized by the Trustees for the purpose of making inspection relating to problems or needed repairs in their unit or to enforce BBF policies. In the case of emergency, such right to enter shall be immediate whether the unit owner is present or not.

**IV. INSURANCE**

**a. Master Policy:**

The common property, as described in the Master Deed and the Condominium Declaration of Trust, is insured by the BBF's Master Policy. Generally, the policy covers damages and repairs to the common areas.

No unit owner shall allow any acts or omissions in their unit that result in the cancellation of the Master Policy or in any way increase the cost of said insurance.

**b. Unit Owner Policy:**

All unit owners must obtain and maintain an insurance policy to cover the interior of their unit. This policy must protect personal property in the event of damage resulting from the acts, omissions, and/or inadvertence of an owner and/or tenant to another unit. The Master Policy does not cover damage to units that is caused by the acts, omissions and/or inadvertence of a unit owner or his/her tenant.

Each unit owner is required to present to the Trustees a copy of their insurance binder, upon purchasing their unit and annually thereafter, prior to June 1st. It is the responsibility of the unit owner to keep the Trustees updated as to renewals, changes or cancellations to their policy. **Failure to maintain insurance or to present evidence of insurance will result in a \$100.00 fine per month for each month thereafter.** New owners shall have one (1) month from the date of purchase to submit proof of proper insurance.

## **V. MAINTENANCE FEES**

Each unit is required to pay a monthly fee used to maintain the BBF. The fee covers a variety of items and services including but not limited to the following: electricity, insurance, cleaning and janitorial services, repairs and maintenance, heating, elevator, fire alarm monitoring, fire protection equipment and servicing, garbage disposal, landscape maintenance, water and sewer, and non-annual maintenance/contingency reserve.

The monthly fee is based on the beneficial interest percentage of each unit as specified in the trust Master Deed. The monthly fee is due on the first of each month. All fees are to be paid directly to the designee specified on the monthly statement, with no exceptions. Delinquent fees are subject to trust collection policies which include a late charge of \$15.00 if not received by the 15th of the month. Accounts delinquent for more than 60 days will be referred to the Baseball Factory Attorney and additional fees will be incurred on the account until payment is made.

## **VI. USE OF COMMON AREAS**

Common areas as defined in the Master Deed and Massachusetts General Law(MGL 183A) include, but are not limited to, the hallways, sidewalks, stairwells, entranceways, lobby, laundry room, elevators, atrium, parking lot and courtyard.

The common hallways, entranceways, sidewalks and stairways shall not be obstructed or used for any purpose other than for entry or exit from the units. Newspapers in front entranceway will be removed and discarded if they are more than two days old.

Unit owners and tenants are allowed to keep a doormat outside of their units but shoes, bicycles, container plants, furniture, grills, or other personal items are not to be left outside of units or in any of the common areas. Any personal items in the common areas, including but not limited to the hallways, stairwells, parking lot, courtyard, flower beds and lobby, will be considered as abandoned items and may be disposed of after 48 hours by the Trustees without notice to the unit owner or tenant. The unit owner/tenant shall not have a claim for loss against the Trust nor the Trustees, individually, for the value of the property. No other personal belongings including shoes, bicycles or other items are to be left in the common areas. (See also Section XII – STORAGE)

If damage occurs to any of the common areas caused by the moving and/or carrying of articles therein by a unit owner, tenant or guest, the Trustees shall make the necessary repairs and bill the unit owner for all costs.

The use of charcoal grills is permitted solely in the outside courtyard. Grilling in the parking lot, side entranceways and emergency door areas is strictly prohibited. Under no circumstances are propane cookers allowed inside or outside of the building. Grills must be used at least 15 feet from the building. No grills may be stored in the common areas.

No person shall engage in bicycle riding, skateboarding, roller skating, and/or rollerblading in the interior of the building and/or the common areas.

Window air conditioning units are strictly prohibited. **Any unit that places an air conditioner in their window will be fined \$50.00 per day.** In case of emergency, a unit owner will notify the Trustees, and may use a window unit for up to two weeks. If it becomes necessary to have a window unit for longer than two weeks, the tenant and/or owner shall request an extension of that time, in writing, to the Trustees.

## **VII. PARKING**

### **a. Parking in the Lower Lot:**

**ONLY** vehicles with a valid permit displayed on their vehicle **as provided by the Trust** will be allowed to park **in the lower lot**. Each unit has only one parking space pursuant to the Master Deed, Master Site Plan, and Declaration of Trust that govern our condominium association **and is allowed to park only one registered vehicle at a time.**

### **b. Parking in the Upper Lot:**

With the exception of the handicap parking space parking in the upper lot along the building and in the single space parallel to Walnut Street is for the exclusive use of Unit 21, the commercial unit on the ground floor, **AT ALL TIMES.**

NO vehicles belonging to residents, their visitors, or guests are allowed to park in the upper lot along the building or in the single space beside the lower lot along Walnut Street without the express permission of the owner of the commercial unit, unit #21.

### **c. Towing:**

**ALL vehicles parked in violation of these rules are subject to IMMEDIATE TOWING at the owners expense.**

### **d. Snow Removal:**

The configuration of the parking lot makes it necessary for vehicles to be out of the lot during plowing so that snow can be pushed into the open areas surrounding the lot. Owners will be informed when the snow plow is scheduled to arrive.

All residents who have a vehicle parked in the lot should make every effort to be in the building during times that warrant snow removal otherwise the people who plow the lot will be unable to plow the lot and/or that space. Any unmoved vehicles will be plowed in and it will be the vehicle owner's responsibility to shovel out the parking space.

**e. Handicapped Space:**

No vehicle other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking at any time for any reason. Any violation of this policy will result in a complaint against the offending vehicle to the authorities.

**f. Other Parking Regulations:**

Town zoning law requires that no car repair may be undertaken on the premises. Any car repairs must be done off the condominium property.

Trailers, mobile homes, recreational vehicles, snowmobiles, campers, motorcycles or other similar items may not be kept or stored on the premises. Bicycles will be stored in owners unit.

No temporary structures, trailers, campers, tents, shacks or similar structures shall be used or parked at any time on the property for temporary or interim habitation except as shall be approved by the Trustees.

**All vehicles parked in BBF parking lots must have current registration or the owner must have presented proof of insurance to the Trustees and received approval.**

**VIII. WASTE REMOVAL**

The BBF dumpster is emptied once a week. All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odor, mess or damage. All items such as large boxes must be broken down.

All disposable items must be placed inside the dumpster. If the dumpster is full to capacity the unit owner/tenant must either wait until after a pickup or dispose of their trash off-site. Trash may not be stockpiled around the dumpster or any of the common areas. **Any violation of this policy will result in a \$50.00 fine per day to the unit owner's account.**

Unit owners/tenants are STRICTLY PROHIBITED from disposing of furniture, appliances and other large items in the dumpster. If a large item (as determined by the Trustees) is placed in the dumpster the Trustees shall, in their sole discretion, determine whether an extra pickup is necessary and shall charge that unit owner for the cost.

Unit owners and/or tenants are required to make arrangements for pickup of all personal property/large items and may not place said items in the common areas for longer than 24 hours while awaiting pickup. Unit owners and/or tenants shall notify the Trustees of the estimated pickup date and time. The Trustees, in their sole discretion, may arrange for pickup and disposal of any item left longer than 24 hours in the common area and bill the unit owner for the disposal costs. The unit owner/tenants shall not have claim for loss against the Trust nor the Trustees, individually, for the value of said items.

No resident shall deposit or permit any burning or flammable materials, including burning cigarettes, cigars, or material of any sort to be deposited in the dumpster.



Owners may only dump garbage from their unit, garbage may not be dumped from a tenant or owner's other residence or business. **Any violation of this policy will result in a \$50.00 fine to the unit owner's account.**

## **IX. SMOKING**

Smoking is strictly prohibited in common areas including the Laundry Room, Hallways, Atrium, Courtyard, Elevators, and within 15 feet of the building parking lot area. **Violation of the Smoking Policy will result in a \$50.00 fine per occurrence.**

## **X. LAUNDRY ROOM**

There are no scheduled hours for use of the laundry room. It is open 24 hours a day to BBF residents. Please be considerate of others and remove your laundry from the washers and dryers as soon as possible after the cycles are complete. Laundry baskets marked "BBF" are for the use of all residents and must be returned to the laundry room immediately after carrying laundry to individual units.

**Only low suds liquid detergents may be used in the washing machines.**

No Household trash, especially perishable, or laundry soap containers are to be placed in the trash receptacles located in the laundry room.

Any laundry, personal laundry baskets, detergent and/or other personal items left in the laundry room for a period exceeding 48 hours will be presumed to be abandoned and will be discarded.

## **XI. NOISE**

Unit owners, guests and tenants must reduce noise to a reasonable level between the hours of 9:00 p.m. and 8 a.m. so that other residents are not disturbed. At no time are musical instruments, radios, stereos, TVs, parties or any other noises to be so loud as to become a nuisance to other residents. Unit owners and guests are encouraged to resolve any disagreements among themselves. Any disputes that cannot be resolved shall be brought to the attention of the Trustees in writing.

## **XII. STORAGE**

There is **NO** additional storage space in the building. Unit owners and tenants are allowed to keep a doormat outside of their units but shoes, bicycles or other items are not to be left in the hallways. Any items in the common areas, including but not limited to the hallways, stairwells, parking lot, courtyard and lobby, will be considered as abandoned items and may be disposed of after 48 hours by the Trustees without notice to the unit owner or tenant. The unit

owner/tenant shall not have a claim for loss against the Trust nor the Trustees, individually, for the value of the property. No other personal belongings including shoes, bicycles or other items are to be left in the common areas.

### **XIII. MAILBOXES**

There are wall-mounted mailboxes in the lobby for your convenience. The Trustees, observing U.S. Postal Policy, request that unit owners and tenants please put their names on the mailboxes. Unit owners are solely responsible to obtain keys for mailboxes and to replace or duplicate same as needed and provide to new owners or tenants.

### **XIV. PETS**

A pet may be kept as long as it is not an unreasonable source of annoyance or interference with the use and enjoyment of the property by other owners, guests, residents, or invitees. Actions which will constitute an unreasonable source of annoyance include, but are not limited to barking, crying, scratching or unhygienic offensiveness such as odors, and stains.

#### **a. Common Areas:**

Dogs, cats and other pets must at all times be constrained on the property of the owner and are not allowed to run or to be left unattended in the common areas.

When any animal is taken from the property of its owner, such animal must be kept on a leash and under the owner's control at all times. If any animal cannot be controlled or constrained by its owner, after said owner has been so notified, the Trustees may then order the animal removed from the BBF.

#### **b. Pet Owners' Liability:**

Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Pet owners are also responsible at all times for cleaning up after their pets. Any unit owner or tenant whose pet causes damage to another unit and/or the common area will be responsible for the repair of said damage. The repair costs to the common areas shall be billed directly to the unit owner. **Any unit owner that does not clean up after their pet in the common area will be fined a \$50.00 cleaning fee.**

### **XV. HOLIDAY DECORATIONS**

Unit owners are permitted to place holiday decorations on the door of their unit. Owners and/or tenants are asked to use good judgment when purchasing decorations so as not to interfere with the use and enjoyment of the common areas.

Any owner who purchases a Christmas tree will be responsible for the disposal of such. The unit owner or tenant is also responsible for the cleanup of any pine needles in the common area during disposal of the tree. Trees are not allowed to be left outside the dumpster. Any unit owner or tenant who leaves a tree outside or otherwise in the common area will be fined accordingly. **The unit owner will be fined \$50.00 per day for each and every day the tree is improperly stored. The unit owner will also be assessed a \$50.00 cleaning charge to clean up pine needles or branches left in the common area.**

## **XVI. SALE AND/OR LEASE OF UNITS**

Unit owners are prohibited from displaying a “For Sale” or “For Rent” sign in the windows of their units.

### **a. Lease of Unit:**

All leases must be in writing and state that their terms are subject to the covenants, conditions and restrictions contained in the Master Deed, the Declaration of Trust, and the Policies and Regulations of the BBF. A copy of the Policies and Regulations must be given to all tenants by the Unit Owner as they are expected to abide by them. In addition, all tenants and owners must complete the following forms within one month of occupancy: Emergency Contact, Right to Enter and Parking Permit Registration. These forms may be obtained from the Trustees.

A copy of the lease must be submitted to the Trustees within one week of execution by the unit owner and tenant.

The landlord shall provide their tenants a copy of the BBF Policies and Regulations document and current parking regulations. In addition the landlord shall review the BBF Policies and Regulations document with their tenants so as to have a common set of the expectations.

The unit owner is obligated to notify the Trustees at least 1 week prior to moving in or out of a unit, to allow the Trustees to make appropriate inspections and assess any damages to common areas.

### **b. Sale of Unit:**

When anticipating resale of a unit, the unit owner must notify the Trustees and provide the name, address and phone number of any real estate agent or broker. All advertising by the broker or real estate agent must be approved by the Trustees such approval shall not be unreasonably withheld.

6D certificates may be requested via the Trustees. The certificate will be issued once it is verified that all fees have been paid and the owner owes no monies to the BBF. Should the owner owe money a clean 6D certificate cannot be issued until all funds are paid in full. The

current fee for a 6D certificate is \$50.00, payable directly to the BBF submitted to Trustees. Please keep in mind it takes one week to process your request if your account is current.

Any information requested by the mortgage companies, bank, buyers, and etc. must be given to the Trustees immediately as it is usually time sensitive. The Trustees will make every effort to get the information to the parties requesting it within a week unless their requests are burdensome or involve information that is older than one year. In either case the Trustees will do their best to have the information sent within two weeks of said request.

The unit owner is obligated to notify the Trustees at least 1 week prior to moving in or out of a unit, to allow the Trustees to make appropriate inspections and assess any damages to common areas.

## **XVII. CONTRACTORS**

### **a. Notice:**

The Trustees must be notified at least one week in advance, with the exception of emergencies, of any and all construction, remodeling, or contracted work to be performed in any unit. The name and contact information of the contractor and/or repair person shall be provided to the Trustee or Trustees. **All items needed for repair will be brought into the building through the ground floor entrance.** The Trustees will determine if necessary, based upon the scope of the work, what proofs of licensing, liability coverage, bonding, and permits are required, and whether any damage deposit must be made, before the work may proceed.

### **b. Unit Owner Liability:**

Any unit owners or tenants contracting to have work done in their unit will assume full responsibility for any and all damage, accidental or otherwise, that may be done to any of the common elements or areas, or to any other unit, including but not be limited to, hallways, elevators, carpeting, and walls. Any damage caused by the unit owner/tenants' contractors, sub-contractors, etc. shall be billed directly to the unit owner's account.

### **c. Work Hours:**

Hours during which work is permitted, unless in cases of emergency, are 8:00 a.m. to 8:00 p.m. ET

### **d. Disposal and Cleanup:**

Owners are required to have their contractor's dispose of all materials off site. If a contractor disposes of material in the dumpster, the Trustees, in their sole discretion, may arrange for an additional dumpster pickup and bill the cost to the unit owner.

Owners are required to have their Contractors clean up after their work is performed, if the contractors fail to do this and a trustee has to clean the common area, the unit owner shall receive a cleaning charge of at least \$50.00, to be determined by the Trustees.

#### **XVIII. FIRE DOORS**

All Fire Doors must be kept closed at all times.

#### **XIX. FIRE ALARMS**

Occupants are strongly advised to vacate the building immediately upon the tripping of the fire alarm. During this time it is highly recommended that the elevator not be used to evacuate the building.

#### **XX. TELECOMMUNICATIONS/MEDIA SERVICES**

The Trustees may determine from time to time, in their sole discretion that the BBF may benefit from the installation of services provided by a telecommunications company or other media service. The unit owner/tenant shall allow the Trustees entry into the unit for the purposes of installation provided there are no additional costs to the unit owner.

#### **XXI. AMENDMENTS**

The Trustees may make amendments to these Policies and Regulations as they deem fit, without prior notice to or approval of the unit owners.

#### **XXII. DAMAGE TO UNITS**

In the event an owner believes that their unit is being damaged due to the acts and/or omissions of another unit owner, that owner shall notify the other owner in writing and provide a copy to the Trustees. It is the responsibility of the affected unit owner to contact their insurance company.

In the event a unit owner believes that damage to their unit was caused by the BBF, they shall immediately notify the Trustees, in writing. The Trustees will meet and discuss all claims and contact the BBF's insurance company where appropriate. The unit owner shall grant access to the Trustees or their designee to inspect or investigate such damage.

#### **XXIII. REQUESTS/COMPLAINTS**

All complaints regarding the management of the BBF or regarding actions of other unit owners and/or tenants shall be made, in writing, to the Trustees. The Trustees cannot respond or take action to verbal requests or complaints. Complaints may be made anonymously.