

## **Upham Farms Information for Homeowners and Renters**

as of October 7, 2024

### **Members of the Board of Trustees**

Barbara Washburn 27A  
Colleen Carney 23A  
Cheryl Cameron 22A  
Christopher Senseman 18B  
Laura Alderson 18A

### **Homeowner's Association (HOA) Fees**

Homeowners are responsible for the following monthly fees which are due on the 1st of the month:

October 7, 2024

\$650 which includes \$450 baseline HOA and \$200 Budget Amendment

January 1, 2025

\$650 which includes \$485 baseline HOA and \$165 Budget Amendment

Homeowners should send **one check** for the full amount per month to:

Upham Farms Condominium Trust  
PO Box 1065  
Sturbridge, MA 01566

Payments not received in full by the 15th of the month will incur a \$25 late fee and interest charges.

Welcome to Upham Farms Condominium community in Charlton, Massachusetts. This document is a quick reference of the rules and regulations from our governing documents for both owners and non-owner residents. This is not a legal document and does not replace the governing documents, but serves to summarize them.

## I. Board of Trustees

The Board of Trustees includes 5 unit owners (no more than one per unit) who are elected to 2-year terms by all unit owners at the annual fall meeting. **Trustee positions are voluntary and unpaid.** If a Board member resigns or otherwise cannot complete their term, someone may temporarily fill that position until that seat is up for reelection.

## II. Property Manager

The Property Manager is a paid position hired and supervised by the Board of Trustees. **This position is in lieu of contracting with a condominium management company** (as had been done in the past). This self-management arrangement has proven to be less expensive and has allowed us to create a reserve fund for emergencies, something that is required by the insurance companies that provide Master Insurance for Condominiums.

The Property Manager is Taylor Nelson of Sturbridge (not an owner or resident).

If an **emergency** occurs, Taylor can be reached at (774) 230-8888.

If Taylor is unavailable for an emergency, please call Laura Alderson at (508) 454-7167.

Non-emergent issues should be reported via the Questions/Concerns link at <https://www.uphamfarms.org/index.html>

All issues reported in the Google Form will be addressed at the subsequent monthly Board meeting and a response will be provided via email from [uphamfarmsbot@gmail.com](mailto:uphamfarmsbot@gmail.com)

**All communications should be courteous and respectful.**

## III. Homeowner's Assessment (HOA) Fees (see cover page for amounts)

The baseline HOA is intended to cover the Association expenses including water, street lights, snow management, landscaping, and minor maintenance.

The Budget Amendment (formerly referred to as a Special Assessment) allows the Association to have the proper funding and reserves for urgent repairs as determined by the Board of Trustees. The priorities for repairs are reevaluated monthly at Board meetings.

A full property walk-around with representatives from the Board, applicable service supplier(s) (carpenter, landscaper, snow removal company, septic servicer...), and any owners who wish to accompany will be scheduled and announced periodically as needed.

#### **IV. Insurance**

A Master Policy will be maintained through the use of HOA fees for the entire complex. Certificates of Insurance will be provided to a unit owner upon request.

Each unit owner is required to maintain their own homeowner's insurance coverage (studs in) and provide documentation of such continuing coverage to the Property Manager.

#### **V. Maintenance of Units**

Each Unit Owner is responsible for the maintenance of their unit.

#### **VI. Pets**

No animals, reptiles, or pets shall be raised, bred, kept, or permitted in any Unit or in the Common Areas and Facilities.

No animals shall be kept for commercial purposes.

Unit Owners are allowed to keep customary household pets (dogs, cats, or other household pets) within the Condominium provided that such pets do not become an annoyance or nuisance and provided that dogs are kept on a leash when outside the unit.

All household pets shall at all times wear identification tags as required by the Town of Charlton.

The Trustees may insist upon any Unit Owner not keeping a pet, which the Trustees, in their sole judgment, determine interferes with the rights of other Unit Owners.

Unit Owners and renters are responsible for immediately cleaning up after their pets. Fines will be assessed for not cleaning up after a pet.

Only one (1) medium size dog per Unit is allowed unless prior approval has been granted by the Trustees.

## **VII. Barbeque/Grills**

Use of a barbeque/grill is not permitted on porches or balconies. Per instructions from the Master Insurance company and fire code, barbeques/grills need to be **10 feet from any structure or vehicle when in use or hot.**

## **VIII. Usage of Units**

No part of the condominium may be used for any purpose other than housing or as permitted by the zoning bylaws of the Town of Charlton.

No Unit shall be used or rented for transient, hotel, or motel purposes.

Each Unit Owner assumes responsibility for their own safety and that of their family, guests, agents, servants, employees, licensees, and lessees.

Unit Owners are required to occupy their units for a minimum of two (2) years before they are eligible to lease/rent their unit to others.

Any lease or rental agreement for a Unit must be in writing and subject to condominium documents. A copy of each signed lease must be provided to the Trustees or the Property Manager prior to occupation of the Unit by a lessee/renter.

## **IX. Common Areas**

There shall be no obstruction of the common areas nor shall anything be stored on the porches or balconies without prior consent of the Board of Trustees.

## **X. Trash Service/Toters**

No garbage toters shall be placed in any common or exclusive common areas. No garbage toters should be stored where they are visible from the street or common walkways.

Trash totes should not be overfilled, the lids need to be able to stay closed. This is to avoid fees charged by Casella, which will be charged to the HOA fee. It also keeps wildlife from rummaging in the totes.

A homeowner can contact Property Management if they desire an additional tote for weekly pickup. There is a monthly fee.

Trash pickup is Tuesday morning. Totes can be placed next to the end of driveways on Monday evening after 5 pm. Totes must be returned to their storage location no later than 8 pm on Tuesday.

Casella is our Trash Servicer. Casella has only 6 annual holidays when trash pickup will be delayed. They are Memorial Day, the 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. When one of those holidays falls on a Monday or Tuesday, trash pickup will be delayed by one day.

## **XI. Exteriors of Units**

Unit Owners shall not cause or permit anything to be hung or displayed outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio/television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without prior consent of the Board of Trustees.

Unit Owners will not be allowed to put their names in any entry, passageway, vestibule, hall, door, or stairway of buildings, except on or near the mailboxes provided for their unit.

No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of a common area. Common areas shall be kept clear of all rubbish, debris, and other unsightly materials. However, in the rear of the Units, clothes may be hung on retractable clothes lines.

## **XII. Interiors of Units**

Each Unit Owner shall keep their Unit in a good state of presentation and cleanliness and shall not sweep or throw (or permit to be done) any dirt or substance from doors or windows.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, and

recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any such equipment.

Unit Owners may install window air conditioner units in rear-facing windows only. The Unit Owner alone shall be liable for any damage or injury caused by any such equipment.

The agents of the Board of Trustees, the Property Manager, or any contractor or worker authorized by the Board of Trustees or the Property Manager shall have a right of entry into any Unit to perform emergency repairs or other work necessary for the maintenance of the Condominium and may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.

No Unit Owner, occupant, or visitor shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

### **XIII. Courteous Neighbors**

No noxious or offensive activity shall be carried on in any unit, or in the common areas, which may become an annoyance or nuisance to other Unit Owners or occupants. No Owner, occupant or guest shall make or permit any disturbing noises or anything that will interfere with the rights, comfort, or convenience of other Unit Owners or occupants.

Volume of all TV, radio, and musical instruments shall be turned down after 9 pm and shall at all times be kept at a sound level to avoid bothering neighbors.

### **XIV. Risks to Insurability**

Nothing shall be done or kept in any unit or common area which shall increase the cost or cause cancellation of the Master Insurance policy.

### **XV. Construction, Alteration, or Remodeling**

Nothing shall be done in any Unit or in, on, or to the common areas which will impair the structural integrity of buildings or which could structurally change the buildings except as outlined in The Upham Farms Condominium Declaration of Trust, Schedule A, #10.

No construction, alteration, remodeling, nor any change of use in any common area shall be made by any Unit Owner without written application to the Board of Trustees and the written approval of the Trustees. Such request shall specify the nature and scope of the work in detail.

No construction, alteration, or remodeling work which affects the structure of any Building may be done by any Unit Owner in their Unit, except for emergency repairs, without at least twenty (20) days' prior written notice to the Trustees. Such notice shall specify the nature and scope of the work on the Building. The Trustees shall approve construction, alteration, or remodeling which affects only the Unit, and does not affect common areas as they in their discretion consider necessary or desirable in the interest of the comfort and convenience of any one or more Unit Owners who may be affected nearby.

#### **XVI. Signage**

"For Sale", "For Rent", "For Lease" signs or other window displays or advertising are not permitted.

#### **XVII. Balconies/Porches/Decks**

Unit Owners with rear balconies, porches, and/or decks have exclusive use of them and have the obligation to maintain them.

#### **XVIII. Water System**

The water closets and other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Buildings resulting from such misuse shall be paid for by the Unit Owner who caused it.

Washing of vehicles is not permitted. This includes cars, vans, trucks, boats, RVs, ... First time offenders will receive a written warning, subsequent offenses will be fined at \$50 per violation.

There is only one water meter for the complex. The bill is paid through HOA collections.

**XIX. Locks and Keys**

The Board of Trustees, or its designated agent, may retain a pass key to each Unit. No Owner shall alter any lock or install a new lock on any door of a Unit without consent of the Board of Trustees. If such consent is given, the Unit Owner shall provide the Board of Trustees a new key pursuant to its right of access to the Unit.

**XX. Parking**

No unregistered vehicles shall be allowed in driveways for more than 7 days, after which Trustees may have them removed at the Owner's expense.

Unit Owners may perform minor repairs of motor vehicles. The Unit Owner alone shall be liable for any damage or injury caused by any such activity.

The driveway of each Unit shall be limited to parking of automobiles, vans, and trucks not to exceed ¾ of a ton. Commercial vehicles are not allowed to be parked on property. Recreational vehicles will be permitted or parked only in areas designated by the Trustees.

Homeowners and residents are required to register their vehicles with the Board of Trustees.

**XXI. Fines/Late Fees**

Fines or Late Fees will be assessed by the Board of Trustees as follows:

Late or only partial payment of HOA	\$25
Fine for not picking up after a pet	\$25
Fine for Unleashed pet	\$25
Fine for overfilling a trash toter	\$25
Fine for Washing of a Vehicle	\$50
Parking Violations	Cost of Towing

Owners will be notified of late fees or fines in writing.

***Late fees and fines will be paid first out of any subsequent payments received from a Unit Owner.***

Per Massachusetts law, Unit Owners who are in arrears with their financial obligations shall be subject to collections by a law firm retained by the Trustees and all legal and other costs incurred will be the responsibility of the Unit Owner.

**XXII. Propane, Personal Electric, Cable/Internet/Telephone**

Unit owners are responsible to pay their own propane (create an account with Superior Plus), personal electric (National Grid), and Cable/Internet/Telephone (Spectrum).

Homeowners are responsible to maintain propane service in their units 365 per year.

Satellite Dishes are prohibited.

**XXIII. Winter Rules**

Homeowners are responsible to maintain an interior temperature in their units of no less than 55°F 365 days per year.

All exterior water spigots must be shut off from the interior of the unit **between November 15th and April 15th.**

Between November 15 and April 15, any vehicle in a driveway or on the road must be able to be moved for snow removal. If away for an extended time, vehicles should be parked in the garage or the overflow lot.