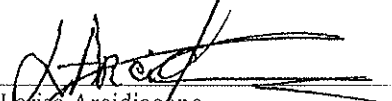

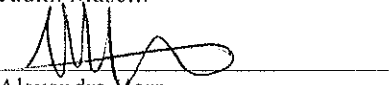
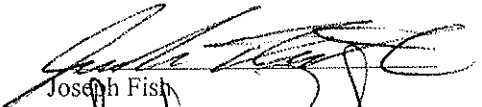
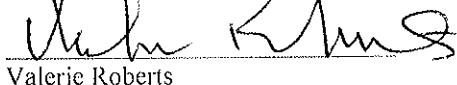


ANDOVER TERRACE CONDOMINIUM TRUST
AMENDMENT TO RULES AND REGULATION

WHEREAS, Article V, Section 5.6 of the By-Laws of the Andover Terrace Condominium Trust grants the Trustees, at any time and from time to time, the power to adopt, amend and rescind, without the consent of the Unit Owners, administrative rules and regulations governing details of the operation and use of the common areas and facilities, and such restrictions and requirements respecting the use, occupancy and maintenance of the Units; and the use of the common areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities, and (b) such rules, regulations, restrictions, requirements, and agreements as are reasonably necessary or desirable in order to implement and fulfill applicable provisions of the Master Deed.

WHEREAS, pursuant to the requirements of the By-Laws, at a duly held meeting of the Trustees held on April 14, 2014, the Trustees adopted and approved the Rules and Regulations, a copy of which is appended hereto, which Rules and Regulation supersede all Rules and Regulations previously approved by the Trustees.


Larisa Arcidiacono

Judith Maselli

Alexandra Harr



Joseph Fish

Valerie Roberts

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 3rd day of May, 2014, Joseph Fish, Larisa Arcidiacono, Judith Maselli, Alexandra Harr and Valerie Roberts proved to me through satisfactory evidence of identification, to be the persons whose names are signed on the preceding document (check whichever applies):

- Driver's license, or other state or federal governmental document bearing a photographic image,
- Oath or affirmation of a credible witness know to me who knows the above signatory, or
- My own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Andover Terrace Condominium Trust


Notary Public:
My Commission Expires: 7/22/16

**ANDOVER TERRACE CONDOMINIUMS
1-8 LONGWOOD DRIVE
ANDOVER, MA 01810**

RULES AND REGULATIONS

The following Rules and Regulations have been established for the benefit of all owners aka Residents of condominium Units in Andover Terrace Condominiums. These are intended to contribute to preserving a clean and attractive environment and to assure the peaceful enjoyment of Andover Terrace Condominium as a community. These rules and regulations are also intended to enhance the property values of all unit owners, and are not in any way designed to unduly interfere, restrict or burden the use of the property. Therefore in fairness to us, our guests and our neighbors, all Residents of Andover Terrace Condominiums are expected to abide by the following list of Rules and Regulations. These rules and regulations are designed to supplement the provisions of the Master Deed and the Condominium Association By-Laws. The Rules and Regulations apply to all Resident and Non-Resident Owners, their Guests and their Tenants.

These Rules and Regulations are in effect on: June 7, 2014

1. **CONDOMINIUM FEES**: Are due and payable on the first of each month. If condominium fees are not received in the office of the Managing Agent by the 12th of the month when due, a \$25.00 late payment charge will be assessed automatically. Past due balances will continue to accrue late payment assessments in the amount of \$15.00 per month until paid in full. After 2 months any delinquent account is turned over to the Association's Attorney for collection. All legal fees incurred, are assessed to the Unit Owners account.

2. **LEASING OF UNITS**: No Unit shall be leased for a period of less than 6 months. No Unit shall be leased without the prior written approval of the Board of Trustees. Owners are responsible for notifying the Managing Agent when their tenants vacate their Unit(s). During any period when the unit is vacant, it is the owners' responsibility to insure that the water is turned off, that electric power is maintained, and that the heat is set at 55 degrees F. Prior to occupancy by a new tenant, the owner is responsible for providing the Management Company/Agent with the tenants' name and registration form for the tenants' motor vehicle (Owner Information Sheet). The Unit Owner is responsible for the cost of the directory / mail box name change. It is the Unit Owner's responsibility to be sure their resident tenants adhere to these Rules and Regulations.

Unit Owners must follow the MOVE IN MOVE OUT POLICY as attached for themselves and their tenants. (Exhibit B)

**ANDOVER TERRACE CONDOMINIUMS
1-8 LONGWOOD DRIVE
ANDOVER, MA 01810**

RULES AND REGULATIONS

3. **PURPOSE OF UNITS:** Each unit is to be used solely for residential purposes. No unit shall be used for commercial activities of any nature except as provided for in Master Deed, or in the City By-Laws relating to Customary Home Occupations. **UNDER NO CIRCUMSTANCES SHALL ANY RESIDENT OR THEIR GUESTS BRING INTO OR STORE IN ANY UNIT OR STORAGE AREA ANY COMBUSTIBLE, EXPLOSIVE OR FLAMMABLE MATERIAL, CHEMICAL OR SUBSTANCE EXCEPT SUCH CLEANING FLUIDS AND PROPANE TANKS AS ARE CUSTOMARY FOR RESIDENTIAL USE.** Under no circumstances may a person do or permit anything to be done within the condominium community which would be in violation of any regulation of the local Fire Department, fire law, ordinance, rules or regulation pertaining to same, which now exists or is hereafter promulgated by any public authority.

4. **PETS:** Pursuant to the Pet Amendment added to the Master Deed on November 10, 2008 (Exhibit A), **only in-house cats, birds, and fish are permitted.** These animals shall be domestic and of the type and size normally associated with those maintained and kept in a residential residence. **Dogs are not permitted in Units or common areas at any time.**

5. **NOISE:** No person shall make or permit any improper noise or disturbance of any kind within Andover Terrace Condominiums, nor permit anything that will be done that will interfere with the Community. Residents and their Guests shall be expected to reduce noise levels after 10:00 PM until 8:00 AM so that their neighbors are not disturbed. At no time shall musical instruments, radios, stereos or TV's be so loud as to become a nuisance.

6. **CLEANLINESS:** Each Resident shall keep his unit in a good state of preservation and cleanliness. Residents shall not sweep or throw dirt or any other substances from any window or door. Residents are responsible to maintain, clean and replace, when necessary, their individual trash barrel located in the Trash Closet adjacent to their Unit.

Residents are responsible for keeping walkways and common areas free of toys or other objects that may cause harm to people or damage to common property. Any costs from such negligence shall be borne by the Resident at fault.

All Patio Areas are to be kept clean and uncluttered at all times and are not to be used for storage.

**ANDOVER TERRACE CONDOMINIUMS
1-8 LONGWOOD DRIVE
ANDOVER, MA 01810**

RULES AND REGULATIONS

7. **PERSONAL PROPERTY:**

No personal property of any kind shall be stored in the Common Areas without the express written permission of the Trustees. No bicycles or toys may be stored in the halls, landings or laundry / boiler area at any time unless stored in an individual storage bin.

This also includes shoes, boots and shovels which violate the fire code. Residents shall not store or harbor anything that would produce objectionable odors.

Residents placing door mats outside their units shall adhere to the following:

- Mats should be a standard size (19" x 30").
Anything larger impedes the hallway and is a liability.
- Colors: Black, Dark Grey
- Plain/neutral coco mats.

8. **VEHICLES AND PARKING:** Parking is limited at Andover Terrace Condominium. The rules and regulations are listed below:

**RESIDENTS VIOLATING THE FOLLOWING REGULATIONS WILL BE
FINED OR TOWED WITHOUT WARNING**

Resident Parking:

- A. All units are assigned one parking space pursuant to the Andover Terrace Condominium Master Trust.
- B. All Residents' cars must be registered with the Managing Agent.
- C. All Residents' cars parked on our property must display a current ATC parking sticker.
- D. Residents should always utilize their assigned space, and second vehicles must be parked in spaces marked "G##" located on both sides at the upper end of Longwood Drive on a first come and first served basis.
- E. Parking in guest spots designated 13G, 14G, 49G and 50G by Residents shall be temporary. These lower end guest spots are intended to be available during the day for use by tradesmen, service providers and guests. **Residents may use these spaces between the hours of 8:00pm and 8:00am.**
- F. Parking in an assigned spot other than your own may result in a fine and/or towing at your own expense.

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ANDOVER, MA 01810**

RULES AND REGULATIONS

- G. The parking spaces shall not be used for any purpose other than to park registered operable motor vehicles owned by Residents or invited guests.
- H. Residents that have been assigned second parking spaces cannot transfer their second spot when selling or renting their unit.
- I. No more than 2 cars are allowed per unit on the property, unless with justification and approved by Trustees.
- J. No vehicle that cannot operate under its own power shall remain on the condominium premises for more than twenty-four (24) hours.
- K. Unregistered motor vehicles are not allowed on the premises at any time.
- L. Residents must notify the Trustees or the Managing Agent in the event of exchanging parking assignments with another Resident.
- M. Only passenger cars or other vehicles, which fit within a single parking space, are permitted in the parking areas.
- N. Any vehicle parking at Andover Terrace Condominium must be actively used on a consistent basis. Storage of cars is not allowed (2 weeks of inactivity would be considered storage). Please notify the management agent if longer than 2 weeks of inactivity is planned (i.e., vacation).

Guest Parking:

Residents are responsible for the proper parking of their guest's vehicles.

- A. Guests parking in other Resident's assigned spots may be subject to towing.
- B. All guests should be parked in spots designated "G##".
- C. It is the Resident's responsibility to inform their guests of the parking policy of Andover Terrace. Any violation of this policy will result in towing of said vehicle without notice.

Fire Lane and Handicap Parking:

- A. Parking is prohibited in the Fire Lane.
 - B. Parking is prohibited in the Handicap spot unless the vehicle displays a handicap license plate or handicap placard.
- Any violation of these spots will result in notification to the Andover Police to be ticketed and/or towed at resident's expense.**

**ANDOVER TERRACE CONDOMINIUMS
1-8 LONGWOOD DRIVE
ANDOVER, MA 01810**

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Snow Removal Process:

All vehicle(s) must be moved for proper snow removal. If snow storm ends by Noon (12 pm), plowing of parking area will occur that same day.

Any storm ending after 12 pm, plowing occurs the next day.

Longwood Drive and walkways will be plowed throughout the storm.

For example, if a snowstorm ends at 11 am, plowing will occur that afternoon. If the snowstorm ends at 1 pm, then plowing would occur the next day. If there is any question a voice blast will be issued.

Any vehicle not moved for snow removal, will be subject to towing and / or fining at the Resident's expense.

A voice blast will be generated to all Residents allowing ample time to clean and move their vehicle(s) from the parking area.

Additional voice blasts may occur throughout the winter season, if additional cleaning of snow and ice is necessary.

It is the responsibility of any Resident traveling throughout the winter season, to make arrangements to have their vehicle(s) moved or stored off site.

Additional Parking Provisions

Unregistered power-driven bikes or go-carts are not permitted on the condominium property. Power-driven registered bikes are not permitted on walkways or grass. Bicycles may not be ridden on the walkways so as to endanger or cause harm to persons or property. Under NO circumstances may a motorcycle, minibike, motor scooter, or go-cart be kept inside a Condominium Unit.

No washing, performing oil changes or repairing of vehicles shall take place within the condominium property except for emergencies such as flat tires and dead batteries, which will be allowed 24 hours to repair same.

Any violation of any provisions of this Rule shall authorize the Board of Trustees and/or its agents, servants and/or employees to secure the removal of said vehicle from the condominium property. The vehicle will be removed at the expense of the resident.

9. **COMMERCIAL VEHICLES:** Commercial vehicles shall not be permitted to be parked overnight on Andover Terrace property. Commercial vehicles are defined as any vehicle with one or more of the following: more than 2 axles or four wheels, open stake bodies, in excess of eighteen feet in length, exposed paraphernalia, tools,

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ANDOVER, MA 01810**

RULES AND REGULATIONS

commercial items and or rubbish. All other vehicles (boats, trailers, motor homes, and panel and flatbed trucks) must be parked off the property.

10. **LITTERING AND TRASH REMOVAL:** There will be no littering! Paper, cans, bottles, cigarette butts and other trash are to be deposited in the trash containers, and under NO circumstances are such items to be left in or on the Common Areas. Removal of furniture, appliances, tires, etc. from the condominiums is the responsibility of the unit occupant. **Unit owners must follow the MOVE IN MOVE OUT POLICY as attached for themselves and their tenants [Exhibit B].**

All garbage and refuse from each Unit shall be deposited with care in trash closets and in containers intended for such purposes (smelly garbage i.e. left-over meat/fish/chicken packages should be refrigerated until trash day particularly during the summer months).

- A. Any liquids, such as cooking oils, must be properly sealed in a container before discarding in a trash barrel.
 - B. All trash must be contained so there is no loose trash in the trash closets.
 - C. All bottles and cans should be rinsed to eliminate smells and pests.
 - D. Residents must adhere to the rules regarding the disposal of trash in the trash closets which is included in the trash disposal rules as attached (Exhibit C).
 - E. No excess trash (i.e. boxes) is to be left at the curbside before 6pm on the day prior to trash pick-up day.
11. **COMMON AREAS:** The following is not allowed in the hallways or stairways: Running, loitering, smoking, sporting activities, including, but not limited to bicycling, rollerblading, roller-skating, skateboarding, children's pull/push toys, playing ball and excessive noise.

Nothing shall be hung out of windows (including air conditioning units), attached or displayed in windows (i.e. holiday decorations, stickers and political signs), fire escapes, nor shall sign, awning, gate, projection, fence, alteration, decoration, or feature of any kind be erected, placed or attached to the exterior of any Unit, patio, common areas (i.e. shrubs), window or patio slider or any part thereof, without the prior written approval of the Board of Trustees.

Nothing shall be altered, constructed in or removed from the common areas except upon written consent of the Trustees.

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All maintenance and use by Residents of patios, yards, parking spaces, pool and other common areas and facilities shall be done as to preserve the appearance and character of the same without modification.

No personal objects such as bicycles, scooters shall be chained to any tree, rail or fence within Andover Terrace property.

12. **OUTDOOR ACTIVITIES:** There shall be no use of the Common Area which injures or scars it or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other unit occupants and their guests. To protect the Common Area residents must obey the following:
 - A. Keep out of the flower beds, shrubbery, and all mulched areas
 - B. Fire pits are not allowed at Andover Terrace.
 - C. Walkways leading to each entry way must be kept clear.
 - D. There will be no rollerblading or roller skating, ball throwing, skate boarding, or bike riding on the walkways leading to each building. No rollerblading or roller skating, bike riding, or skate boarding is allowed on the lawn of Andover Terrace.
 - E. Residents should take care when grilling to not allow smoke to billow into the units above them. Grills must be moved away from building (10 feet) to help prevent this issue. Residents may be fined for not taking care in disturbing units above them. It is recommended to use gas or electric grills when grilling. No grills can be placed on the fire escapes.
13. **ENTRY DOORS:** Doors are to be kept closed and locked at all times. Doors are not to be propped open while doing errands or while young residents are playing outside. Contractors working for Residents shall not prop open doors while they are working inside. The locks provide the security of the building. Disabling door locks or buzzing in unknown persons is strictly forbidden.
14. **CANVASSING, PEDDLING, AND SOLICITING:** There shall be no soliciting, peddling or canvassing on condominium property without the express written consent of the Trustees.
15. **ADVERTISING:** No sign, signal, illumination, advertisement, notice or any other lettering shall be exhibited, painted, attached, affixed or installed or exposed in any

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1-8 LONGWOOD DRIVE
ANDOVER, MA 01810**

RULES AND REGULATIONS

window or on any part of the outside of any unit or any building without the written consent of the Board of Trustees.

16. **SWIMMING POOL REGULATIONS:** When the pool is in service, the Trustees may charge guests for the use of the swimming pool and may restrict or limit the numbers of guests that may use the swimming pool. Specific rules for using the pool will be distributed prior to each season.
17. **ACCESS TO UNITS.** The agents of the Manager or Trustees and any contractor or workmen authorized by the Manager or Trustees may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in the case of an 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, or to maintain, repair or replace Common Areas of the Condominium. Any expense incurred for entry into a unit will be borne by the Resident (i.e., locksmith).
18. **COMPLAINTS:** Complaints of violations of these rules and regulations must be made in writing to the Managing Agent or Board of Trustees. If the Board feels that the complaint is justified it will take whatever action it deems necessary. The Managing Agent will notify the complainant in writing or Board of Trustees as to what action has been taken.
19. **FINES:** In accordance with the Condominium Trust, the Board of Trustees will fine the Unit Owners after two written warnings for violations of these rules and regulations in the amount of not less than \$25.00 per violation, but for each day a violation continues after written notice, shall be considered a separate violation. Each additional day a \$25 fee is not paid an additional \$15.00 will be assessed to the account. Unit Owners are considered responsible for the actions of their tenants and will be fined for their Tenant's violations as if the absentee Unit Owner had committed the violation. Collection of these charges will be enforced against the Unit Owner involved as if the fines were common charges owed by the particular Unit Owner. In addition to the foregoing, the Trustees may, in the event of continuing violation(s) of these Rules and Regulations of the Condominium proceed as follows:
 - A. Prosecute an action of law to recover for damages on behalf of the Condominium:
or
 - B. Prosecute an action of equity to enforce performance on the part of the Unit Owner; or

EXHIBIT A

Essex ss. Land Court Nov. 13, 2008

A true copy of Land Court Document 97274

Certificate C-1 Book Page

Registered 11-13-08 at 9 H 52 M. A M

Attest:


Register of Deeds

Doc: 97,274 11-13-2008 9:52
Essex North Land Court Registry

AMENDMENT TO THE MASTER DEED OF THE ANDOVER TERRACE CONDOMINIUM

This Amendment to the Master Deed of the Andover Terrace Condominium is made this 10th day of November, 2008 by the duly authorized Board of Trustees, with the approval of not less than seventy-five percent (75%) of the undivided beneficial interest of all Unit Owners thereto for said Association, created under a Master Deed, Declaration of Trust and By-Laws recorded with the Essex County North District Registry of Deeds at Certificate C-1, document numbers 25235 and 25236, as amended.

The Master Deed of the Andover Terrace Condominium is hereby amended as follows:

- I. The Master Deed is hereby amended by inserting the following new provision 8(h), relative to pets:

ARTICLE 8(h) - Pets

1. As of the date of the recording of this Amendment to the Master Deed with the Essex County North District Registry of Deeds, no pet shall be allowed to be maintained in any unit or on the common areas of the Condominium Association.
2. Pets shall hereinafter be defined as reptiles, rabbits, livestock, fowl, poultry of any kind, as well as dogs and other household pets.
3. Pets shall include in-house cats, birds and fish, and the same shall be allowed so long as the following conditions are met:
 - a). The same must be maintained solely in the individual unit; and
 - b). Such in-house cats, birds and fish shall not exceed such number and kind as to interfere with the quiet enjoyment of the Condominium by its residents.
 - c). Each unit owner keeping such in-house cats, bird and fish who violates any of the above conditions or permits any damage to or soiling of any of the

common areas or permits any nuisance or unreasonable disturbance or noise shall be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or be required by the Trustees to permanently remove such in-house cat, bird or fish from the Condominium upon seven (7) days written notice from the Trustees.

- d). Any in-house cats, birds and fish shall be domestic and the type and size normally associated with those maintained and kept in a residential household.
4. No other animals or pets, other than as provided in this Amendment, shall, under any circumstances, be allowed in the units and/or common areas of the Condominium Association.
5. Animals or pets shall not be walked upon the property. Any and all sums necessary to repair any damage, cleaning and/or elimination of a animal or pet nuisance to common areas will be paid to the Trustees within thirty (30) days from the date assessed and be subject to all late fees and penalties for failure to reimburse and/or pay the Association for the same.
6. The unit owners will provide the Association on a yearly basis with proof of any and all necessary updates regarding licensing and/or vaccination as set forth herein. The care and maintenance of said in-house cats, birds and fish shall be in compliance with any and all other municipal and/or state statutes and/or by-laws.
7. Any in-house cats, birds and fish which creates an annoyance, disturbance and/or nuisance to the occupants of the Condominium as determined under the sole discretion of the Board of Trustees, shall upon written notice, be removed from the Condominium within seven (7) days of such notice.
8. Any unit owner who fails to comply with this Amendment within the time periods set forth hereunder shall similarly remove said in-house cats, birds and fish and/or violating animal within seven (7) days of notification by the Board of Trustees. For purposes of this provision, an occupant, lessee and/or tenant shall be deemed a unit owner.
9. In the event that any provision of this Amendment shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner, the validity, enforceability or effect of the remainder of this Amendment, and in such event, all the provisions of this Amendment shall continue in full force and effect as if such invalid provisions had never been included herein.

10. Any violation of an applicable state and/or local statute, by-law and/or rule and regulation, shall be a violation of this Amendment and subject the unit owner/occupant to the applicable fines hereunder.
11. Unit owners shall be jointly and severally liable for all violations of their occupants, etc. Occupants, etc., shall not be allowed a grand fathered pet if the same violates any rental agreements. Nothing hereunder shall be interpreted to authorize a grand fathered pet for any said occupant, etc.
12. Violations and Fines.
 - a). The violation of any the above provisions shall subject the unit owner and/or occupant to the removal of the offending in-house cats, birds and fish, or other animal, as set forth hereunder in addition to fines in the amount of \$50.00 for a first offense; \$75.00 for a second offense; and \$100.00 for a third offense, with each day the offending pet or animal remains, constituting a separate offense thereto.
 - b). If the unit owner and/or occupant is ordered to remove a pet, the unit owner must provide a written Affidavit to the Board of Trustees and/or its duly authorized designated agent within fourteen (14) days from the removal date, that the pet in question has been removed.
 - c). Notwithstanding any other provisions in the Condominium Documents, said Affidavit shall be sent certified mail return receipt and received within the fourteen (14) day period. Failure to provide said Affidavit shall, in addition to the above, subject the unit owner and/or occupant to an additional fine in the amount of Five and 00/100 Dollars (\$5.00) per day for each day the violation continues with each day constituting a separate and independent offense.
 - d). In any action brought hereunder or under the Condominium Documents, including any Rules and Regulations thereto, the unit owner and/or occupant shall be responsible for all costs associated with any enforcement action, including but not limited to reasonable attorney's fees. As stated hereunder, the term "Unit Owner" shall, for purposes of this Amendment, include lessees, tenants, occupants, guests, etc. The unit owner and/or occupant, etc., shall be jointly and severally liable for any violation of this provision.
 - e). All amounts due hereunder shall be due within the time period stated, and if no time period is stated, with the condominium fees in the month immediately following the assessment of said fine. In addition to any and all fines, the failure to pay these amounts shall constitute a separate and independent fine which shall subject the unit owner and/or occupant to any and all damages hereunder including late fees.

14. Resident's Right to a Hearing.

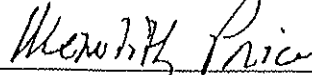
- a). All unit owners and/or occupants have the right to a hearing. All complaints must be made to the Board of Trustees or its designated agent in writing and signed by the complainant. Any resident aggrieved by a fine or penalty imposed by the Board shall have the right to a hearing before the Board provided however, that said unit owner and/or occupant requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within thirty (30) days of receipt of the written request for a hearing and shall be requested in writing that the hearing be open to all residents.

In all other respects, the Master Deed of the Andover Terrace Condominium is hereby ratified and affirmed.


The undersigned Board of Trustees, hereby being the duly authorized Board of Trustees of the Andover Terrace Condominium, hereby state that Unit Owners with signatures in total and in excess of seventy-five percent (75%) of the undivided beneficial interest thereto for said Association, have approved the above Amendment to the Master Deed, and do hereby by our signatures, certify, acknowledge and assent to the same.

EXECUTED as a sealed instrument on the date and year first above written.

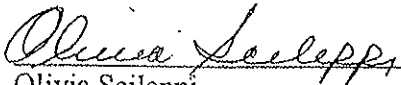
BOARD OF TRUSTEES,
ANDOVER TERRACE CONDOMINIUM,



Meredith Price



Helen Comeau




Olivia Scileppi


Andrew Simmons



Nancy Lynn Cooper



Rita Carrier



David Walsh

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

November 16, 2008

On this 10th day of November 2008, before me, the undersigned notary public, personally appeared Meredith Price, Olivia Scileppi, Helen Comeau, Nancy Lynn Cooper, Rita Carrier, ~~Andrew Simmons~~ and David Walsh, Trustees aforesaid, ^{personally known to me} proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Andover Terrace Condominium. BD

Brian T. Callahan
Brian T. Callahan

Notary Public

My Commission Expires:

June 11, 2010

EXHIBIT B
ANDOVER TERRACE CONDOMINIUM TRUST
LONGWOOD DRIVE
ANDOVER, MA 01810

**POLICIES AND PROCEDURES FOR MOVING LARGE ITEMS IN AND
OUT OF THE BUILDING**

POLICY:

In order to maintain the common areas, a move-in/move out policy has been established.

Move-in or move-out is defined as any move of furniture or any single item (i.e. appliances, large screen television, etc.) that requires a hand truck or more than one person to move, or the moving of other items into or out of the building associated with the beginning or end of the occupancy of a unit by an individual resident.

All residential owners and tenants must comply with these procedures. It is the responsibility of owners who lease their units to distribute these procedures to their tenants and to ensure compliance.

PROCEDURE:

1). **All moves (regardless of the type of move/delivery), must be scheduled with the Management Company at least 4 business days prior to the move/delivery date.** Moves are to occur between the hours of 8:00 AM and 5:00 PM –Monday through Sunday.

No pick-up trucks, vans, etc. are to be parked on the lawn or on the walkways.

2). **A moving deposit of \$500.00** is required (for a physical move in or out of a unit) to be left with the management office prior to scheduling into or out of the unit/building.

A moving deposit of \$250.00 is required (for a delivery/removal of furniture, appliances, large screen televisions, etc.) to be left with the management office prior to scheduling into or out of the unit/building.

*Managed by Property Management of Andover
PO Box 488
Andover, MA 01810
Telephone: 978-683-4101 Fax: 978-686-4664*

3/20/2012

ANDOVER TERRACE CONDOMINIUM TRUST

The check is to be made out to Andover Terrace Condominiums and sent to the management company along with the completed form (form is attached).

If at the end of any type of move/delivery, there is no damage to the common areas of the Association, the deposit will be refunded.

3). In the event the management office is not notified of any moves and an un-scheduled move occurs, the unit owner will be assessed either the **\$250.00** or **\$500.00** fee plus a fine of **\$100.00** for failure to follow the procedures in place.

4. A Trustee/representative in charge of the building will be notified by management to perform (at least 2 days before the scheduled move) a pre—inspection of the building (carpeting, walls, etc.) The purpose of the pre-inspection is to determine the extent of any pre-existing damage to common areas before the move takes place.

5). The owner whose unit is having a move in or move out of any large article(s) will be liable for all costs incurred by the Association in repairing any damage to or performing any cleanup of the common elements, including disposal of any trash that results from a move. If the cost of repair exceeded the deposit fee, the owner of the unit will be assessed for the amount that exceeds the deposit.

6). Following your move/delivery, a post-inspection (by the building representative) will be completed. The resident can and should be available for this inspection (discretion up to the resident).

The purpose of this post-inspection is to determine the extent of any damage to common areas that may have been caused during the move process.

*Managed by Property Management of Andover
PO Box 488
Andover, MA 01810
Telephone: 978-683-4101 Fax: 978-686-4664*

3/20/2012

ANDOVER TERRACE CONDOMINIUM TRUST

MOVE IN, OUT, DELIVERY OR REMOVAL AUTHORIZATION AND AGREEMENT

All person(s) moving/delivering any large article in or out of the unit/building at Andover Terrace Condominium are required to sign this agreement. This agreement must be signed by an owner of the unit. Persons leasing a unit will be required to submit this agreement with the owner's signature properly affixed.

The building (common areas) will be inspected prior to and after each move/delivery. The persons moving/delivering are encouraged to accompany the representative making these inspections to assure there are no disagreements as to whether damage was caused by his/her move.

In accordance with the governing documents of the condominium, owners are responsible for any damage caused to the common areas by the negligence of their tenants, employees, agents, or invitees. If damage is done to the common areas, the owner of the unit will be responsible for the cost of the repairs.

Moves of any type into or out of the unit/building may not occur until this agreement has been properly executed, the deposit fee has been paid, and the owner/resident information form submitted to Management.

_____ Move In Move Out
Print Name(s) of Person Moving (physically moving in/out or having delivery/removal of a large article/item)

Date move/delivery is scheduled for: _____ at _____ AM/PM

I/We the Owner(s) of Unit _____ in Building ____ of Andover Terrace Condominium hereby understand that I/we will be responsible for the cost of any damage done during the move/delivery. The attached inspection form will be used to document any pre-existing damage as well as any damage caused by the move/delivery.

I/We also understand the following:

- Moving/delivery will only take place between 8:00AM and 5:00PM (Monday through Sunday only).
- All trash, debris, crating, or boxes must be disposed of offsite and not left in the trash closet.
- The Association may fine the owner(s) for any violations of the rules.

Owner's Signature Date

Resident's Signature Date

Resident's Signature Date

ANDOVER TERRACE CONDOMINIUM TRUST

MOVE IN, OUT, DELIVERY OR REMOVAL AUTHORIZATION AND AGREEMENT

Inspection – Prior to Move/Delivery

The following areas have been inspected and any pre-existing damage is appropriately noted:

Area	Damage
_____	_____
_____	_____
_____	_____

By Trustee/Representative of Andover Terrace: For the Owner of Unit _____ Building _____

Print Name _____ Print Name _____

Signature _____ Signature _____

Date _____ Date _____

Inspection – After Move/Delivery

The following areas have been inspected and any pre-existing damage is appropriately noted:

Area	Damage (indicate if new)
_____	_____
_____	_____
_____	_____

By Trustee/Representative of Andover Terrace: For the Owner of Unit _____ Building _____

Print Name _____ Print Name _____

Signature _____ Signature _____

Date _____ Date _____

ANDOVER TERRACE CONDOMINIUM TRUST

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

Date: _____

The Undersigned do hereby acknowledge receipt of the Rules and Regulations which govern Andover Terrace Condominium Trust and agree to abide by the same.

New Unit Owner

Unit Number

New Unit Owner

Please return to:

Property Management of Andover
PO Box 488
Andover, MA 01810

In the case of a future sale -A 6 D Certificate will not be issued until this form is signed and returned to Property Management of Andover