



## **HATTER'S POINT CONDOMINIUM ASSOCIATION, INC.**

### **Resident's Handbook**

Welcome to Hatter's Point! We hope that you enjoy living in this idyllic setting along the banks of the Merrimack River in the vibrant and historic City of Amesbury.

Within this Handbook you will find summarized aspects of the Condominium Association documents and a user-friendly, quick reference guide to life at Hatter's Point. This handbook will be updated as warranted.

While every effort has been made to deliver this handbook in a clear and accurate manner, the Hatter's Point Condominium Board of Directors and / or the Hatter's Point Condominium Association shall not be held liable for any misinformation. In the event of conflict with any other documents, the governing documents of the Hatter's Point Condominium Association are superior.

11/30/18

## **BOARD OF DIRECTORS**

The Hatter's Point Board of Directors is composed of at least 3 and up to 5 volunteer owners who are elected at the annual meeting of the ownership to serve varying terms.

The meeting is held the third Wednesday of November with the Board of Directors determining and notifying the Condominium Association Members of the time and place of the meeting.

The Condominium Association Members will be advised annually of the Board of Director's Election results at the annual meeting and the contact information for each member of the elected Board of Directors shall be posted on the Condominium Association's website.

**CURRENT BOARD OF DIRECTORS 11/18**

**CAROLE COWIE**

**HERB ERICKSON**

**BOB LAPLANTE**

**KEN NICOSIA**

**LYNNE O'TOOLE-HENDERSON**

## **MANAGEMENT COMPANY**

Tiger Property Services, LLC  
14 Cedar Street  
Amesbury, MA 01913  
SCOTT DAVID  
978-432-1685  
tigerpropertyservices@yahoo.com

### **IN CASE OF EMERGENCY ALWAYS CALL: 911**

**Building Emergency Call Scott @ 978-423-1685**

### **CONDOMINIUM ASSOCIATION MONTHLY MAINTENANCE FEE**

**Payable to:**

Hatter's Point Condominium Association, Inc.

**Mailing Address:**

Tiger Property Services, LLC  
14 Cedar Street  
Amesbury, MA 01913

Condominium fees and related charges are due and payable the first of each month. Any unit with balances outstanding as of the 10th of each month shall be charged a late fee of \$25. Unpaid balances will be referred to an attorney for collection. The cost of such collection action will be charged against the unit.

Arrangements can be made to have the fees automatically deducted from your bank account.

There is a secured Tiger Property Services mailbox in each of the package rooms.

## GENERAL GUIDELINES

### UNIT OWNER DOCUMENTATION

All unit owners are required to provide the Board of Directors with the name address and loan number for each mortgage holder for their unit. Failure to do so in a timely manner will result in the Board of Directors securing the information from a title search. The cost of completing said title search shall be assessed against the unit.

Each resident and prospective resident, including unit owners and tenants must complete the age Verification form used from time to time by the Association and one resident or prospective resident of each unit must comply with the age requirements set forth in Section 12 of the Master Deed and Attachment C of the Master Deed.

### CONDOMINIUM UNIT USE

The condominium units at Hatter's Point are for residential purposes only. No unit may be used in whole or in part for business purposes except as a permitted home office.

At least one resident of each unit must be 55 years of age or older as provided in Section 12 and Attachment C of the Master Deed except as there provided.

The use of the units, the common areas, facilities, balconies, and the parking spaces by unit owners or residents, as well as the safety and maintenance of all personal property of the unit owners and residents kept in the aforementioned areas shall be the responsibility and the sole risk of the respective unit owners and residents and neither the Board of Directors nor the Condominium Association shall bear any responsibility thereof.

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**Unit owner(s) or resident(s) assume full responsibility for their own safety and that of their family, guests, agents, servants, employees, licensees, pet, and lessees and for any others on the property at their behest.**

**Unit owner(s) shall be fully responsible for the acts and omissions, feissance, malfeasance and misfeasance, and all other conduct of their lessees / tenants, family members, servants, agents, employees, invitees, licensees, guests, pet and or others upon the property at the behest any unit owner(s).**

### **COMPLAINT POLICY AND PROCEDURE**

It is expected that, prior to formalizing a complaint, attempts be made between the offended and the alleged offending parties to resolve issues in a neighborly fashion.

1. All complaints shall be initiated, in writing or by electronic communication, signed and dated by the complainant, delivered to the Property Manager. The Property Manager shall notify the Board of Directors of such complaint being received. Neither the Property Manager nor the Board of Directors will respond to anonymous complaints.
2. All properly sent / received complaints shall be acknowledged, in writing or by electronic communication, upon receipt by the Property Manager.
3. The Board of Directors shall determine if the complaint is valid and if there are specific violations of the Master Deed, By-Laws and / or Rules and Regulations as governing documents. The Board of Directors, through the Property Manager, shall communicate with all parties in attempt(s) to facilitate a resolution.
4. Complaint communications / documentation and complaint resolution documentation shall be held in a Complaint File by the Board of Directors.

## **COMMON AREAS**

Common areas include lobbies, hallways, parking lots, outdoor landscaped areas, and mechanical rooms. These are shared spaces owned and cared for by the Home Owner's Association. Common areas may not be used for personal storage, decoration or other purposes without the specific written approval by the Board of Directors.

**Common areas are a shared part of all of our homes.**

### **ALTERATIONS**

Nothing shall be altered or constructed in or removed from the common area and facilities except upon the prior written consent of the Board of Directors. Exterior common areas include all land of the condominium improved with driveways and parking areas, walkways and landscaped areas and roofs and balconies as defined as exclusive use common areas to the exterior of a unit. Interior common areas include all hallways, stairwells, garages, common storage areas, community rooms and entry lobbies.

### **OBSTRUCTIONS**

The common areas and facilities shall not be obstructed, including the placement of floor mats, nor used for storage, without the prior written consent of the Board of Directors.

### **UNSIGHTLY ARTICLES**

No clothes, clotheslines, sheets, blankets, laundry, or any other kind of articles shall be hung out of a unit or exposed on any part of the common areas or facilities. The common areas or facilities shall be kept free and clear of any rubbish, debris and other unsightly materials.



## **HALLWAYS**

Seasonal decorations are permitted on unit doors from 21 days prior to 21 days following seasonal holidays. These decorations may not protrude further than the depth of the doorjamb.

Decorations and / or furnishings are not allowed in the hallways without the written consent of the Board of Directors. No mats or rugs shall be allowed in front of unit entry doors.

Notify the management company immediately if there is a spill or other accident which soils the hallway carpeting or other aspect of the common hallways / lobbies. Stains can be more effectively dealt with if reported in a timely manner.

## **GARAGES and PARKING AREAS**

### **DUMPSTERS AND RECYCLING BINS**

Dumpsters and recycling bins are located in the garages and are for the exclusive use of residents only. **NO CONSTRUCTION DEBRIS IS ALLOWED IN ANY DUMPSTER or RECYCLING BIN.**

Unit Owners must inform contractors that all construction debris must leave the property with them. A comprehensive list of what can / cannot be recycled is near each recycling station.

Holidays or extreme weather conditions can delay emptying.

### **WHAT YOU CAN RECYCLE**

**MIXED CLEAN PAPER AND CARDBOARD.**

Boxes must be broken down, completely flattened and put in recycling bin.

**CLEAN ALUMINUM CANS, PIE PLATES, TRAYS and FOILS.**

**CLEAN METAL CANS, STEEL and TIN.**

GLASS BOTTLES and JARS (clear and colored ).

PLASTIC CONTAINERS #1 through #5 and #7 (clear and colored ).

### **WHAT YOU CAN NOT RECYCLE**

#### **PLASTIC BAGS**

although they may have a recycle symbol on them, they cannot be put in recycling bins. Plastic Bags get stuck in and damage recycling machines ! Recycle them responsibly at your local grocery store.

#### **STYROFOAM.**

GLASS COOKWARE, HOUSEHOLD PLATES and GLASSES, CERAMICS, LIGHT BULBS or FLOURESCENT BULBS.

WALLPAPER, METALLIC WRAPPING PAPER, WAX PAPER or WAX CARBOARD CONTAINERS (such as milk, juice cartons).

MATERIALS THAT CONTAIN HAZARDOUS OR TOXIC SUBSTANCES.

MATERIALS THAT DO NOT HAVE A RECYCLING SYMBOL.



### **PARKING LOTS**

No commercial vehicles (unless of a business / transient nature), recreational vehicles or boats are allowed to be parked in the parking lot.

IN THE EVENT OF SNOW EMERGENCY and to facilitate snow removal, park cars in the garages if possible. If there is no space inside, park all vehicles in the parking lot section in front of Building 7 adjacent to the large landscaped area.



# LOBBIES

## BUILDING SECURITY

To safeguard the security of all residents of Hatter's Point, cooperation in the following areas is necessary:

- \* Never leave any exterior door, interior lobby door, garage door or other point of access open once done using it.
- \* Do not leave open any interior doors that are **specifically posted to be "kept closed"**. During activities such as scheduled maintenance and / or repairs, common area cleaning, furniture / appliance delivery or move in / move outs it is appropriate that these doors be open for the length of that event.
- \* Do not allow access to anyone not personally recognized.
- \* Keep unit doors locked at all times.
- \* Cancel newspapers when going away.

## OPEN HOUSE / TOUR POLICY

In keeping with the policy of Hatter's Point that all main entry level doors be kept closed and secured at all times, it is required that during any Open House or Approved Tour, a unit owner / their assigned designee or a tour representative be present at the entry level door to allow access to those who request it expressly for the purpose of attending said Open House / Tour. The unit owner, their assigned designee or tour representative shall ensure that attendees do not circulate unaccompanied through the common areas. All Tours must have the written prior approval of the Board of Directors.

# **MISCELLANEOUS COMMON AREA ITEMS OF INTEREST**

## **COMMUNITY BULLETIN BOARD**

There is a Community Bulletin Board in the package rooms of Building 5 & 8. Notices should be confined to those of a social nature and to those of interest to Hatter's Point residents. Postings from outside vendors are not allowed. Requests to place notices should be submitted to the Property Manager.

## **HATTER'S POINT SHARED LIBRARY**

The Hatter's Point Library is located on the 2<sup>nd</sup> floor of Building 7. Please feel free to borrow and/or deposit books.

## **INTERCOM SYSTEM**

A phone line of owner's choice is programmed to unlock the lobby door when a visitor selects that parties name from the intercom directory. Please press "9" on your phone to release the door.

## **MAIL and PACKAGE DELIVERIES**

Mail is delivered to the mailboxes located in the lobbies of Buildings 5 and 8. Package deliveries are made to the outer lobby secure package rooms in Buildings 5 and 8.

## **NEWSPAPER DELIVERY**

Newspapers are delivered to the entrances of each building.

## LIMITED COMMON AREAS

Limited common areas consist of the decks and garage parking spaces assigned to the specific units. These areas, although considered "common" are for the sole use of the unit owner or resident.

Limited common areas may be used for storage or other purposes as specified only within this Handbook, By-Laws and / or the Master Deed. Any other use of limited common areas is not acceptable without written approval of the Board of Directors.

All limited common areas are to be kept in the best possible condition with safety being the most important factor and cleanliness / attractiveness being considered.

### DECKS / BALCONIES

Unit decks and balconies are considered "limited common areas" for the exclusive use of the unit owner. **Owners are responsible for the overall maintenance of their decks.**

Unit owner(s) or resident(s) shall keep unit deck(s) and / or balcony(s) in a good state of preservation and cleanliness. If a unit owner or resident is away for any extended period, all deck furniture shall be secured so as not to pose a wind-blown hazard to common property.

During the winter season (November 1 - March 31) all furniture and other items remaining on deck(s) / balcony(s) Should be covered and secured. No decorations shall be allowed on any balcony facing Merrimac Street.

No birdfeeder or other item which is intended to attract wildlife shall be placed on any balcony or common area or facility.

No flags may be affixed to or displayed on the exterior of any unit or the buildings except for an American flag, no larger than 3 ft. by 5 ft., and then in such location and by such method as approved by the Board of Directors upon written application.

No propane gas grills or other propane devices are to be used or kept at the condominium. The use of natural gas or electric grills are permitted.

### Affixed Awnings

Affixed awnings are allowed and must conform to the installation standard that has been set on other units and conform in color (forest green) and straight edge style.

## **Furnishings, grills and misc. items**

During the winter season (November 1 to March 31) all furniture, grills and other items on unit deck(s) / balcony(s) should be covered with green or black patio covers and secured against the exterior wall of the unit.

## **Outdoor Spigots**

If a unit has an exterior faucet / spigot, before seasonal freeze takes place, the valve in the unit's utility room should be turned off, the outside faucet should be drained and left open.

**Power Washing** of unit deck(s) / balcony(s) must be done by a professional, approved by the management company in order to protect the property. (i.e. integrity of underlying rubber roofs etc.) Any approved power washing of deck(s) / balcony(s) must be completed by May 1.

## **Snow Removal**

If a significant build-up of snow or ice should occur and, it is determined to become a safety issue due to weight, the management company will arrange for its removal. The Association will assume the cost for removal under these conditions.

It is mandatory that unit owner(s) keep the snow away from their unit's exterior walls and windows to prevent water infiltration /leaks. The snow buildup must be kept 3 feet away from the exterior building walls (the whole deck / balcony does not need to be cleared of snow). If an owner needs help with this task, the management company can be contacted and the costs for these services will be billed to the unit owner.

## **GARAGE / STORAGE**

Garage spaces are considered "limited common areas" and are for the sole use of the residents of the unit to which they have been assigned.

All storage within garages and assigned parking spaces shall be contained within storage cabinets of appropriate size as approved by the Board of Directors.

Electrical outlets in the garages are for the Condominium Association maintenance use only.

Garage doors should be kept closed except when entering or exiting to prevent unwanted visitors (both human and wildlife).

**For insurance compliance reasons, no storage can be in cardboard / combustible boxes.**

## **IT IS STRONGLY SUGGESTED THAT ALL STORAGE CONTAINERS BE LOCKED.**

The property management company will periodically inspect garage spaces and issue compliance notices to unit owners / residents.

The Board of Directors has approved the following: Compliance must be met within 14 days of notification from the property management. A \$10.00 per day fine will be imposed against the unit owners until such non-compliance is corrected.

### **GARAGE STORAGE POLICY**

Indoor parking spaces have been assigned to each unit and are documented on a Plan approved by the Board and dated January 21, 2014.

Storage within the individual parking spaces is allowed with the following stipulations:

- Storage must be in closed cabinets.
- Storage cabinets may not be paper, cardboard, or other flammable material.
- Storage cabinets may not extend beyond the parking space so as to block entry into the common garage area. Storage cabinets currently placed between stanchions and that block entrance to the common area may remain until such time as this becomes an issue for the person or persons assigned to the neighboring parking space. If there is a dispute due to the location of such storage cabinet, the owner of said cabinet will be required to move it.
- Interior Parking Spaces may not be used solely for storage, and must allow space for the parking of a vehicle.
- Interior Parking Spaces are for the sole use of the unit owner(s) or their assignees and any use of such space is at the discretion of the unit owner. The unit owner may, at any time, request removal of any or all items stored by others within the unit's assigned parking space(s).

**Storage specific to Building 9:**

Owners are duly notified that storage currently located at the Westerly end of the garage is in an area in which an easement has been granted to the Marina at Hatter's Point and that it is at their discretion to allow residents of HP to utilize this space.

**Storage Specific to Building 6:**

Those parking spaces having direct access from the outside may place storage cabinets as outlined below and shown in the Plan dated January 21, 2014:

- Those spaces located directly across from interior parking spaces may place storage cabinets adjacent to the stanchion abutting the assigned parking space in the Common Area as long as said cabinet is no deeper than 19" and does not completely block the entrance to the Common Area from said parking space.
- Parking spaces having direct entrance and no interior parking space directly across the Common Area may place storage cabinets no deeper than 24" inches provided they do not block entrance to the Common Area.

**APPROVED EXCEPTIONS TO THE STORAGE POLICY ARE LIMITED TO:**

Bicycles  
Seasonal Furniture from Balconies  
Seasonal Items such as Planters  
Motorized Mobility Scooters / Vehicles



**SMOKE-FREE POLICY**  
**MASTER DEED AMENDMENT**  
**DATED MAY 20, 2015**  
**BOOK 34326 PAGE 55**

1. No owner, family member, tenant, resident, guest, business invitee or visitor shall smoke cigarettes, cigars, any other tobacco product or electronic vapor / smoke producing product or illegal substance in individual units, common areas, limited common areas, decks, balconies and patios included, within or on the grounds of the property.
2. "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted / activated cigarette, cigar or other tobacco product, electronic vapor / smoke producing product, marijuana or illegal substance.
3. Any owner who sells their unit shall specifically disclose to all potential buyers and Realtors that Hatter's Point Condominium Property is "smoke free". Any owner, with approved consent of the Board of Directors to rent their unit, shall disclose to all proposed occupants that smoking is prohibited prior to and throughout their residency.
4. Each owner is responsible for the actions of all persons residing within or visiting their unit and shall be subject to disciplinary action or court action for an injunction, or any remedies available for the violation of this section. This section may be enforced in a court of law by the Association. If the Association is required to hire legal counsel to enforce this section, the Association shall be entitled to recover its attorney's fees and costs incurred, whether or not litigation has been commenced. The Association may collect the attorney's fees and costs it incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.
5. The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after notice and a hearing, as described in the Rules and Regulations.

**UNIT RENTAL**  
**MASTER DEED AMENDMENT**  
**DATED MAY 20, 2015**  
**BOOK 34326 PAGE 55**

Any owner seeking to rent their unit must first provide a written request to do so to the Board of Directors. Such request shall be submitted to the Board of Directors, Hatter's Point Condominium, c/o the management company. Upon receipt of such request and determination of compliance with Section 1 below, the Owner shall be required to submit an Age Verification Form, a tenant information form, and a copy of their lease agreement prior to final permission being granted.

This Rule/Regulation is condensed from the Master Deed, By-Laws, and Rules and Regulations of Hatter's Point Condominium Homeowner's Association. Any unit owner seeking to rent their unit shall refer to those governing documents

1. At no time may more than fifteen percent (15%) of the Units, or such lower percentage as may be required by any so-called secondary mortgage source, be leased at any one time. In the event said percentage limitation has been met, no Owner shall be permitted to rent or lease their unit. If such percentage limit has not been met, Owner(s), upon the Board of Director's approval, will receive permission to let the Unit for a period of one year.

In order to satisfy this requirement, any Owner seeking to rent or lease their unit must seek the consent of the Board of Directors in writing or by electronic communication delivered to the Property Manager for consideration by the Board of Directors at their next scheduled meeting.

2. Any owner who has received permission previously as required in Item 1 above, and who wishes to re-let and / or extend the current tenancy, shall again seek the consent of the Board of Directors in writing or by electronic communication delivered to the Property Manager for consideration by the Board of Directors at their next scheduled meeting.

Such consent shall be granted provided that the Unit owner is current in payment of all common expenses and there are no outstanding violations of the Master Deed, By-Laws, or Rules and Regulations.

3. Hatter's Point restricts occupancy under the Master Deed to at least one person who is 55 years of age or older. Prior to permission being granted for any lease and/or rental, the Owner must provide a completed Age Requirement Verification along with the required documents (driver's license, passport, birth certificate, etc.) proving age.
4. Pursuant to The Hatters Point Condominium Association, Inc. By-Laws Section 5.9: The Board of Directors has adopted the following rules and restriction regarding requests made under the Hatters Point Condominium Association, Inc. Master Deed Section 12 (c) (2).

Any unit owner requesting to rent/lease their unit when the rental limitation of 15% has already been met, will have their request granted on a first come/ first serve basis. The first unit owner(s) requesting permission to rent/lease their unit under this provision will be duly notified when the rental limitation falls below the 15% limit and will have thirty days to produce a valid lease to the Board of Directors for approval. If a valid lease is not produced in the thirty day period, the unit owner will be removed from the first come/ first serve list and the next unit owner having made the same request will be given the same opportunity to produce a valid lease.

5. All lease agreements must be for a period of twelve months and a copy of the lease agreement must be provided to the Property Manager prior to the occupancy.
6. All lease and/or rental agreements must contain a clause whereby the occupants of the unit agree to be bound by the Master Deed, By-Laws, and Rules and Regulations promulgated.
7. During the period of rental, it shall be deemed that the Unit Owner(s) has irrevocably appointed the Board of Directors as the Unit Owner's attorney-in fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Master Deed, the By-Laws, and/or the Rules and Regulations promulgated provided that the Directors first give the Unit Owner(s) notice of said violation and a reasonable period to affect a cure of said violation.
8. No subletting is permitted, including short term rental to any 3rd party or home exchanges.

## INSURANCE

A Hatter's Point Condominium Master Insurance Policy is in place and is renewed by the Board annually.

It is strongly recommended that each unit's owner(s) have a homeowner's policy in place that covers personal liability.

### **REFER TO SECTION 5.6 OF THE HATTER'S POINT**

### **CONDOMINIUM ASSOCIATION BY-LAWS.**

**The Master Insurance Policy has a twenty five thousand dollar deductible.**

The recommended personal homeowner's insurance is for unit owners to insure their personal effects (Coverage C) and additional living expenses (Coverage D), as well as the required personal liability (coverage E), as these are not covered under the Master Insurance Policy.

A minimum of \$25,000 Dwelling (Coverage A) is strongly recommended by our Insuring agent.

## UNIT MAINTENANCE

Unit owner(s) must maintain and repair their own unit to keep it in good order in accordance with the provisions of the bylaws.

Nothing shall be done in any unit or to the common areas and facilities which could impair the structural integrity of the building(s) or which would structurally change the buildings.

### **Carbon Monoxide Detectors**

Every unit will be equipped with a current, operational carbon monoxide detector on each living level.

### **Dryer Vent Cleaning**

The management company contracts the cleaning of all dryer vents periodically. The cost of this service is billed to the unit owner.

**Dryer vent cleaning, when deemed necessary, is mandatory.**

### **Garbage Disposal**

Here is a list of common items that should never be put into a garbage disposal:

- Rice and Pasta
- Animal bones
- Grease
- Eggshells
- Any kind of stringy or tough-peeled vegetable

### **Insects/Pests**

In case of insects or pests, please contact the management company.

### **Smoke Detectors**

The in unit smoke detectors are unit specific and do not alert the fire department.

The smoke detectors in hallways, if triggered, will alert the fire department.

### **Thermostat Batteries**

Batteries for thermostats should be checked and replaced annually by the unit owner(s).

### **When Absent From Unit**

When owner(s) / residents are away for any length of time beyond 72 hours; the unit temperature will be maintained at no less than 55 degrees.

It is recommended that the washing machine valve be in the off position.

It is recommended that the property management company be notified of the dates of unit vacancy beyond any length of time greater than 72 hours.

### **Windows**

Windows are owned by and are the responsibility of individual unit owner(s).

Window treatments must have a white exterior facing surface.

The management company periodically contracts the cleaning of common area windows. Unit owners are notified prior to this service being conducted so that they may contract individually with the cleaning company to have unit windows washed. Unit owner(s) pay for unit window cleaning.



## MOVE IN / OUT

Unit owners are responsible for notifying the Property Manager in writing or by electronic communication, no later than 14 days prior, to any move in or move out by themselves, a future owner or renter. It is incumbent upon unit owner(s) to provide the Property Manager in writing or by electronic communication, no later than 14 days prior, to any move in or move out, the name(s) and contact information of future owner or tenant (along with their representing Real Estate Agent if applicable).

Certificates of full liability insurance naming the Hatters Point Condominium Association as an additional insured to limits of at least one million dollars must be provided by the moving company to the management company at least seven days before the proposed move.

A deposit of \$1,000.00 dollars, in the form of a check payable to the Hatters Point Condominium Association, must be submitted by the unit owner(s) / resident(s) at least seven days prior to any move in or move out. This deposit will be held by the Property Management Company until the move has been completed and will be applied to repair any damage to the Association's property or be retained in the event of any rules violation. The Property Management Company shall inspect the premises within 48 hours of completion of any move. If damage to the Association's property exceeds the \$1,000.00 being held, the owner(s) of the unit shall be responsible to make payment to the Hatter's Point Condominium Association equal to the remainder amount. The deposit check will be returned if no damage or rules violations occur.

A second check in the amount of \$150.00 is to be made payable directly to the Property Management Company which will be deposited upon receipt. This is a non-refundable fee to cover costs associated with any move by the management company such as designating parking areas to be used, padding of the elevators, extra cleaning and post-move inspection.

**Moving must be done during the hours of 8AM and 4:30PM Monday through Saturday. No moving in or out is allowed on Sundays.**

**The moving company is allowed to use only the designated parking area determined by the management company.**

## PET

One customary household pet is allowed, provided that no such pet is raised for commercial purposes, is in compliance with all rules and regulations, and does not create a nuisance.

*Please see following **Pet Policy**.*

The pet must be leashed at all times within the common areas and on the Hatter's Point Property.

It is the owner's responsibility to clean up after their pet.

The pet is not to be walked on landscaped areas.

The pet shall not be allowed to urinate or defecate on decks/balconies.

## PET POLICY

### I. **Permissible Pet:**

**One dog or one cat is allowed per unit.**

American Staffordshire Pit Bull, Pit Bull Terrier or American Pit Bull breed are not permitted.

### II. **Restrictions:**

- A. Tenants of unit owners are not allowed to have a pet.
- B. A pet will not be kept, bred or used for any commercial purpose. A pet must be spayed or neutered by six months of age.
- C. A pet must be confined to the pet owner's unit. A pet must not be allowed to roam free or be left alone on a tether. A pet should be attended to at all times on balconies.
- D. A pet in transit should be carried, restrained by a leash, or placed in an animal carrier, and exit the building at the nearest exit available.
- E. A pet must be exercised off premise or on the walking path adjacent to the river. Access to the landscaped areas is prohibited.
- F. A person walking a pet is responsible to immediately clean up after the pet and to discard securely bagged droppings in a dumpster. Cat litter may not be disposed of in toilets.
- G. Pet owners are responsible for any damage caused by a pet.

- H. No pet will be allowed to become a nuisance or create any disturbance. Examples of nuisance behavior are as follows:
1. A pet causes personal injury or property damage.
  2. A pet that makes noise continually and or incessantly to the disturbance of any person at any time of day or night.
  3. A pet in common or limited common area that is not under complete physical control of a responsible human companion.
  4. A pet that relieves itself on walls or floors of the common areas.
  5. A pet that exhibits aggressive or other dangerous or potentially dangerous behavior.
  6. A pet that is conspicuously unclean or parasite infected
- I. Unit owners are responsible for a pet of a guest who visits their unit. The pet is subject to the same restrictions as is owner(s) pet.
- J. Qualified service/comfort animals are allowed pursuant to Massachusetts and Federal Laws.
- K. All pet owning unit owners indemnify and hold the Association and Property Management Company harmless against loss or liability of any kind arising from their pet.

### **III. Enforcement**

Any owner, resident or employee of the Property Management Company observing an infraction of the rules set forward in the Pet Policy shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the infraction is not resolved in this manner, a signed complaint must be submitted in writing or by electronic communication to the Property Manager on behalf of the Board of Directors in accordance with the Complaint Procedure contained herein.

Subsequently, if a confirmed infraction goes unresolved, persists or escalates, the Board of Directors may determine that the offending owner's pet must be removed from the Hatter's Point Condominium premises. If so determined, the offending owner(s) will have five days to remove said pet. The Board also has the authority to assess and collect fines for violations and to assess and collect financial amounts necessary to repair or replace any damaged areas or objects of the Hatter's Point Condominium property.

① ME

PC2

  
SO. ESSEX #266 Bk:36311 Pg:293  
11/06/2017 12:17 RULES Pg 1/10

**HATTER'S POINT CONDOMINIUM ASSOCIATION, INC.**

**RULES AND REGULATIONS**

1. **The Condominium Property is for residential purposes only. No unit may be used, in whole or in part, for business purposes, except as a permitted home office. At least one occupant of each Unit must be 55 years of age or older as provided in Section 12 and Attachment C of the Master Deed, except as there provided.**
2. **Each unit owner must maintain and repair his own unit to keep it in good order in accordance with the provisions of the By-Laws.**
3. **Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Directors. Exterior common areas include all land of the condominium improved with driveways, parking areas, walkways and landscaped areas and roofs. Balconies are defined as exclusive use Common Areas to the exterior of a Unit. Interior Common Areas include all hallways, stairwells, garages, common storage areas, community rooms, and entry lobbies.**
4. **Each unit owner or resident shall keep his unit and balcony in a good state of preservation and cleanliness. If a unit owner or resident is away for any extended period all deck furniture shall be secured prior to departure so as to not be a potential windblown hazard to common property. For the winter season (November 1 to March 31), all furniture and other items, such as planters, should be covered and secured against the exterior wall of the Unit: No storage or decorations shall occur on any balcony visible from Merrimac Street. All attachments to the exterior of the building must be Board approved. All awnings must receive Board approval in regards to style, color, size and installation procedures and location.**

MASSACHUSETTS ORIGINAL REFERENCE RECORD  
BOOK 18960 PAGE 180



5. **Nothing shall be done in any unit or in, on or to the common areas and facilities which impairs the structural integrity of the buildings or which would structurally change the buildings.**
6. **No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common areas or facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials. Display of holiday decorations shall be limited to attachment to the front door of a depth so as not to protrude into the hallway (that is the depth of the jamb). They shall be displayed only from 21 days prior to and 21 days following nationally recognized holidays provided, however, that there shall be no electrical lighting permitted other than that which may be installed by the Association. They shall be limited to the area parallel to the exterior walls and within 6 inches of the exterior wall. These shall be displayed for a similarly restricted time period as door decorations.**
7. **The common areas and facilities shall not be obstructed, including the placement of floor mats nor used for storage without the prior written consent of the Board of Directors all storage within assigned garage parking spaces shall be contained within storage cabinets.**
8. **No birdfeeder or other item which is intended to attract wildlife shall be placed on any balcony or other common area or facility.**
10. **No flags may be affixed to or displayed on the exterior of any unit or the buildings, except for an American Flag no larger than three feet by five feet and then in such location and by such method as shall first be approved by the Board of Directors upon written application.**
11. **No propane gas grills or other propane devices are to be used or kept at the Condominium.**
12. **The use of the units, the common areas and facilities, the balconies and the parking spaces by unit owners and residents, as well as the safety and maintenance of all personal property of the unit owners and residents kept in such areas and in the units themselves, shall be the responsibility of and at the sole risk of the respective unit owners and residents, and neither the Board of Directors nor the Homeowner's Association, shall bear any responsibility thereof.**
13. **Each unit owner or resident assumes responsibility for his own safety and that of their family, guests, agents, servants, employees, licensees and lessees. All unit owners shall notify any family, servants, employees, invitees, lessees, tenants, licensees, contractors or others upon the property that trash receptacles (dumpsters) are for household trash only. No construction materials, No Electronics, No Appliances, No furniture, No light bulbs, No Paint.**
14. **Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Directors.**

15. **Condominium Fees and related charges are due and payable the first of each month. All units with balances outstanding as of the tenth of each month will be charged a late fee of \$25.00. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the unit.**
  
16. **All unit owners are required to provide the Board of Directors with the name, address and contact information for each mortgage holder for their unit. Failure to do so in a timely manner will result in the Board of Directors securing the information from a "title search". The cost of completing said title search will be assessed against the unit.**
  
17. **Each resident and prospective resident including unit owners and tenants must complete the Age Verification Form used from time to time by the Association and each resident or prospective resident must comply with the age requirements set forth in Section 12 of the Master Deed and Attachment C of the Master Deed.**
  
18. **Pets**
  - I. **Permissible Pet:**

**One dog or one cat is allowed per unit.  
American Staffordshire Pit Bull, Pit Bull Terrier or American Pit Bull breed are not permitted.**
  
  - II. **Restrictions:**
    - A. **Tenants of unit owners are not allowed to have a pet.**
    - B. **A pet will not be kept, bred or used for any commercial purpose. A pet must be spayed or neutered by six months of age.**
    - C. **A pet must be confined to the pet owner's unit. A pet must not be allowed to roam free or be left alone on a tether. A pet should be attended to at all times on balconies.**
    - D. **A pet in transit should be carried, restrained by a leash, or placed in an animal carrier, and exit the building at the nearest exit available.**
    - E. **A pet must be exercised off premise or on the walking path adjacent to the river. Access to the landscaped areas is prohibited.**
    - F. **A person walking a pet is responsible to immediately clean up after the pet and to discard securely bagged droppings in a dumpster. Cat litter may not be disposed of in toilets.**
    - G. **Pet owners are responsible for any damage caused by a pet.**



- H. No pet will be allowed to become a nuisance or create any disturbance. Examples of nuisance behavior are as follows:
1. A pet causes personal injury or property damage.
  2. A pet that makes noise continually and or incessantly to the disturbance of any person at any time of day or night.
  3. A pet in common or limited common area that is not under complete physical control of a responsible human companion.
  4. A pet that relieves itself on walls or floors of the common areas.
  5. A pet that exhibits aggressive or other dangerous or potentially dangerous behavior.
  6. A pet that is conspicuously unclean or parasite infected
- I. Unit owners are responsible for a pet of a guest who visits their unit. The pet is subject to the same restrictions as is owner(s) pet.
- J. Qualified service/comfort animals are allowed pursuant to Massachusetts and Federal Laws.
- K. All pet owning unit owners indemnify and hold the Association and Property Management Company harmless against loss or liability of any kind arising from their pet.
- L. Enforcement

If a confirmed infraction goes unresolved or escalates, the Board of Directors may determine that the offending owner's pet must be removed from the Hatter's Point Condominium premises. If so determined, the offending owner(s) will have five days to remove said pet. The Board also has the authority to assess and collect fines for violations and to assess and collect financial amounts necessary to repair or replace any damaged areas or objects of the Hatter's Point Condominium property.

19. Smoking:

- A. No owner, family member, tenant, resident, guest, business invitee or visitor shall smoke cigarettes, cigars, any other tobacco product or electronic vapor / smoke producing product or illegal substance in individual units, common areas, limited common areas ( decks, balconies and patios included) within or on the grounds of the property.
- B. "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted / activated cigarette, cigar or other tobacco product, electronic vapor / smoke producing product, marijuana or illegal substance.
- C. Any owner who sells their unit shall specifically disclose to all potential buyers and Realtors that Hatter's Point Condominium Property is "smoke free". Any owner, with approved consent of the Board of Directors to rent their unit, shall disclose to all proposed occupants that smoking is prohibited prior to and throughout their residency.

- D. Each owner is responsible for the actions of all persons residing within or visiting their unit and shall be subject to disciplinary action or court action for an injunction, or any remedies available for the violation of this section. This section may be enforced in a court of law by the Association. If the Association is required to hire legal counsel to enforce this section, the Association shall be entitled to recover its attorney's fees and costs incurred, whether or not litigation has been commenced. The Association may collect the attorney's fees and costs it incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.**

## **20 RENTALS**

- A. Any owner seeking to rent their unit must first provide a written request to do so to the Board of Directors. Such request shall be submitted to the Board of Directors, Hatter's Point Condominium, c/o the management company. Upon receipt of such request and determination of compliance with Section 1 below, the Owner shall be required to submit an Age Verification Form, a tenant information form, and a copy of their lease agreement prior to final permission being granted.**

- 1. At no time may more than fifteen percent (15%) of the Units, or such lower percentage as may be required by any so-called secondary mortgage source, be leased at any one time. In the event said percentage limitation has been met, no Owner shall be permitted to rent or lease their unit. If such percentage limit has not been met, Owner(s), upon the Board of Director's approval, will receive permission to let the Unit for a period of one year.**

**In order to satisfy this requirement, any Owner seeking to rent or lease their unit must seek the consent of the Board of Directors in writing or by electronic communication delivered to the Property Manager for consideration by the Board of Directors at their next scheduled meeting..**

- 2. Any owner who has received permission previously as required in Item 1 above, and who wishes to re-let and / or extend the current tenancy, shall again seek the consent of the Board of Directors in writing or by electronic communication delivered to the Property Manager for consideration by the Board of Directors at their next scheduled meeting.**

**Such consent shall be granted provided that the Unit owner is current in payment of all common expenses and there are no outstanding violations of the Master Deed, By-Laws, or Rules and Regulations.**

- 3. Hatter's Point restricts occupancy under the Master Deed to at least one person who is 55 years of age or older. Prior to permission being granted for any lease and/or rental, the Owner must provide a completed Age Requirement Verification along with the required documents (driver's license, passport, birth certificate, etc.) proving age.**
- 4. Any unit owner requesting to rent/lease their unit when the rental limitation of 15% has already been met, will have their request granted on a first come/ first serve basis. The first unit owner(s) requesting permission to rent/lease their unit under this provision will be duly notified when the rental limitation falls below the 15% limit and will have thirty days to produce a valid lease to the Board of Directors for approval. If a valid lease is not produced in the thirty day period, the unit owner will be removed from the first come/ first serve list and the next unit owner having made the same request will be given the same opportunity to produce a valid lease.**
- 5. All lease agreements must be for a period of twelve months and a copy of the lease agreement must be provided to the Property Manager prior to the occupancy.**
- 6. All lease and/or rental agreements must contain a clause whereby the occupants of the unit agree to be bound by the Master Deed, By-Laws, and Rules and Regulations promulgated.**
- 7. During the period of rental, it shall be deemed that the Unit Owner(s) has irrevocably appointed the Board of Directors as the Unit Owner's attorney-in fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Master Deed, the By-Laws, and/or the Rules and Regulations promulgated provided that the Directors first give the Unit Owner(s) notice of said violation and a reasonable period to affect a cure of said violation.**
- 8. No subletting is permitted, including short term rental to any 3rd party or home exchanges.**



**21. Inspection of Books pursuant to Section 5.14 of the Hatter's Point Condominium, Inc, Amended and Restated By-laws.**

1. All requests for an inspection of books shall be in writing and directed to the Board President.
2. All requests must specify items to be inspected.
3. The place of availability will be the Board Room at Hatter's Point Condominiums, 60 Merrimac Street, Amesbury, MA.
4. Inspections shall be conducted between the hours of 9AM and 5PM Monday –Friday and be limited to a two hour time limit.
5. All requests for reproduction must be made in writing, specific in request and shall be processed in a timely manner
6. Any and all fees for reproduction shall be borne by the requesting party.
7. Access shall be limited for Condominium related purposes.
8. Any and all books, accounts and records of the condominium association deemed to be confidential, shall not be available.
9. The following shall be made available:
  - a. A true and accurate copy of the master deed as recorded and amended;
  - b. The By-laws, including amendments thereto, as recorded;
  - c. A minute book, as maintained by Hatter's Point Condominium Association, Inc., to the extent such minutes are kept;
  - d. Written financial records including written records of all receipts, expenditures, invoices, receivables and bank statements relating thereto;
  - e. Written records regarding the replacement reserve fund or any other funds of the Hatter's Point Condominium Association, Inc. and bank statements relating thereto;
  - f. Audits, reviews, written accounting statements and written financial reports relating to the finances of the Hatter's Point Condominium Association, Inc.;
  - g. Contracts for work to be performed for or services to be provided to the Hatter's Point Condominium Association, Inc.;
  - h. All current insurance policies of the Hatter's Point Condominium Association, Inc., or policies which name the association as insured or oblige.

**22. These Rules and Regulations may be amended from time to time as provided for in the By- Laws. The Board of Directors shall have authority to enforce these regulations through the use of fines and legal action.**

**23. The forms which follow as Attachments 1 and 2 to the Hatter's Point Condominium Rules and Regulations are a part hereof.**

Unit Owner Data Form

Certificate of age verification

**HATTER'S POINT CONDOMINIUM  
ATTACHMENT 1 TO THE RULES AND REGULATIONS  
UNIT OWNER DATA FORM**

1. UNIT OWNERS(S): Please list names as they appear on the Unit Deed

\_\_\_\_\_

2. UNIT OWNER(S) ADDRESS: \_\_\_\_\_

3. UNIT OWNER(S) MAILING ADDRESS: \_\_\_\_\_

4. UNIT OWNER(S) PHONE NUMBER (DAYTIME): \_\_\_\_\_

5. UNIT OWNER(S) PHONE NUMBER (EVENING): \_\_\_\_\_

6. MORTGAGEE(S): NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOAN NO.: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

7. OCCUPANT(S): NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_

EVENING PHONE: \_\_\_\_\_

8. RESIDENT(S): NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_

EVENING PHONE: \_\_\_\_\_

9. RESIDENT VEHICLE INFORMATION:

VEHICLE #1

TYPE: \_\_\_\_\_

COLOR: \_\_\_\_\_

MODEL: \_\_\_\_\_

LICENSE PLATE NO: \_\_\_\_\_

VEHICLE #2

TYPE: \_\_\_\_\_

COLOR: \_\_\_\_\_

MODEL: \_\_\_\_\_

LICENSE PLATE NO: \_\_\_\_\_

**HATTER'S POINT CONDOMINIUM  
ATTACHMENT TO THE RULES AND REGULATIONS  
AGE REQUIREMENT VERIFICATION**

UNIT #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #(S): \_\_\_\_\_

NAMES OF ALL PROPOSED OCCUPANTS: \_\_\_\_\_  
\_\_\_\_\_

DATE OF BIRTH OF EACH PROPOSED OCCUPANT: \_\_\_\_\_  
\_\_\_\_\_

A COPY OF A DRIVER'S LICENSE, PASSPORT, BIRTH CERTIFICATE OR OTHER PICTURE IDENTIFICATION WITH BIRTHDATE IS REQUIRED TO BE ATTACHED HERETO FOR ALL PROPOSED OCCUPANTS.

PROPOSED OCCUPANCY DATE: \_\_\_\_\_

I/we the undersigned, being the proposed Owner and / or Occupants of the above captioned Unit, hereby certify that we have read the condominium documents and the rule and regulations and agree to be bound by the terms thereof, including, but not limited to the age and occupancy restrictions set forth in Section 12 of the Master Deed and Attachment C to the Master Deed.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Signature Owner/Occupant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Owner/Occupant

\_\_\_\_\_  
Print Name

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss  
On this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person(s) whose name(s) are/is signed above and or on the preceding or attached document, and acknowledged to me that he/she signed it voluntary for its stated purpose.

Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_



**I hereby certify that these rules and regulations have been approved and adopted by the Board of Directors of the Hatter's Point Condominium Association, Inc.**

**BY,**

A handwritten signature in cursive script, appearing to read "Beth Miller".

**Beth Miller, President**

**Date:** 9/15/17



## HATTER'S POINT CONDOMINIUMS

# Hatter's Point Condominium Community Room

Rules for Use

10/18/2018

The Community Room will remain unlocked and is available for use when not reserved for Private functions or Association meetings...Please check the Community Room Website calendar for availability. [hatfactorycondos.com](http://hatfactorycondos.com)

**RESERVATIONS for PRIVATE FUNCTIONS:** Unit owners must make a reservation for private functions in advance on the [hatfactorycondos.com](http://hatfactorycondos.com) website and are accepted on a first come, first served basis. A reservation is not valid without a confirmation from the property manager. Non-unit owners may not reserve the Community Room.

**SECURITY DEPOSIT /RENTAL FEE/WAIVER:** There is a room usage charge of \$25. per hour for all private functions, in addition, a security deposit in the amount of \$250. is required and subject to deductions for damage. The usage fee and the security deposit must be paid for by the Unit Owner reserving the space. The Unit owner reserving the space is liable for all damages. A signed waiver must accompany usage fee and security deposit and be submitted to Tiger Property Management in advance of the function date. See [hatfactorycondos.com](http://hatfactorycondos.com) for reservation forms.

**NUMBER OF GUESTS:** The maximum capacity of the Community Room is 45

**NOISE:** music or other noise must be kept to acceptable levels and not disturb your neighbors. Doors to the Community Room must be closed at all times during all gatherings/private functions.

**ALCOHOL:** The sale of alcohol is not permitted.

**SMOKING:** Hatter's Point Condos is a Non- Smoking Community.

**TYPE OF FUNCTION:** Private functions held in the Community Room are limited to social functions only and may not be used for commercial purposes.

HOURS / CLEAN-UP: Only one private function shall be scheduled per calendar day and the community room shall be vacated and left in clean /trash free condition before 11:59 pm of the same day. The unit owner reserving the room is responsible and shall restore community room to its original order.

STORAGE: Storage of any kind is prohibited in the Community Room

**The Unit Owner reserving the space shall be responsible and liable for any damage caused by any person using the room or outdoor space etc.**

**The board of Directors of Hatters Point has issued the following rules governing the use of the Hatter's Point Condominium Community Room. The Board of Directors may, at its discretion, modify or amend these rules at any time.**

Please direct any questions to Hatter's Point property manager

Thank you

**Hatter's Point Condominium Community Room Use Application Form**

**TODAY'S DATE:** \_\_\_\_\_

**OWNER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

| <b>PRIMARY CONTACT</b> | <b>SECONDARY CONTACT</b> |
|------------------------|--------------------------|
| Name:                  | Name:                    |
| Day Phone:             | Day Phone:               |
| Eve Phone:             | Eve Phone:               |
| Cell Phone:            | Cell Phone:              |
| E-mail:                | E-mail:                  |

**EVENT DATE:** \_\_\_\_\_ **EXPECTED ATTENDANCE INCLUDING CHILDREN:** \_\_\_\_\_

**RENTAL START TIME:** \_\_\_\_\_ **RENTAL END TIME:** \_\_\_\_\_

*(Include set-up & clean-up time)*

**What time will your guests begin to arrive?** \_\_\_\_\_

**TYPE OF EVENT (party, auction, wedding, reunion, memorial, etc.):** \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_

Date: \_\_\_\_\_

- If you are using a professional service of any kind i.e. caterer, service provider-you must provide an insurance certificate for that service provider.
- All Deposit checks must be sent in with the application.
- All applications, waivers and fee/checks must be sent to the following:  
Hatter's Point Condominium Association, Inc  
C/O Tiger Property Services, LLC  
14 Cedar Street  
Amesbury, MA 01913

# **Hatter's Point Condominium Community Room Use Waiver & Agreement Form**

## **Indemnification/Hold Harmless**

The undersigned applicant shall defend, indemnify and hold harmless the Hatter's Point Condominium Association, Inc & Tiger Property Services, LLC, their officers, elected and appointed officials, managers, members, directors, shareholders, employees, guests and volunteers for, from and against any and all claims, demands, suits, actions, liabilities, losses, damages and expenses (including defense costs, court costs and witness and attorneys' fees incurred by the Hatter's Point Condominium Association, Inc & Tiger Property Services, LLC) of any kind or character, foreseen or unforeseen, for injury or death of any person, or for loss of damage to property, which arises out of or relates to entry onto property owned by The Hatter's Point Condominium Association, Inc. or the use of the Hatter's Point Condominium "Community Room" by Applicant, his/her employees, agents, guests and invitees.

## **Waiver and Release of Liability**

The undersigned applicant hereby requests of the Hatter's Point Condominium Association, Inc. use of the Community Room and certifies that the information in this request is true and correct. The undersigned applicant agrees to exercise the utmost care in the use of the Community Room and property of Hatter's Point Condominium Association, Inc. and by signing below the undersigned applicant hereby waives and releases the Hatter's Point Condominium Association, Inc. & Tiger Property Services, LLC, their officers, elected and appointed officials, managers, members, directors, shareholders, employees, guests and volunteers to the fullest extent not prohibited by applicable law from any and all claims, demands, suits, actions, liabilities, losses, damages and expenses of any kind or character, foreseen or unforeseen, arising out of or relating to entry onto property owned by Hatter's Point Condominium Association, Inc. or the use of the Community Room by the undersigned applicant, his/her employees, agents, guests and invitees.

I have received, read, understand and agree to abide by any Hatter's Point Condominium Association, Inc. Community Room Use Policies and Procedures.



**User Acknowledgement/Agreement**

The undersigned applicant hereby assumes full responsibility for the use of the Hatter's Point Condominium Association, Inc. Community Room and property of Hatter's Point Condominium Association, Inc. by the undersigned applicant, his/her employees, agents, guests and invitees and agrees to comply with all rules and regulations of the Hatter's Point Condominium Association, Inc.. The information given in the Community Room Use Application and this Hatter's Point Condominium Association, Inc. Community Room Use Waiver & Agreement is said to be true under the penalty of perjury by the Laws of the State of Massachusetts and regulations of the City of Amesbury. I understand the Hatter's Point Condominium Association, Inc. reserves the right to deny use, change, or cancel any part of the Community Room Use Application and any related scheduled activities.

I HAVE READ THIS HATTER'S POINT CONDOMINIUM ASSOCIATION, INC. COMMUNITY ROOM USE WAIVER & AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I AGREE THAT IF ANY PORTION OF THIS HATTER'S POINT CONDOMINIUM ASSOCIATION, INC. COMMUNITY ROOM USE WAIVER & AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Applicant: \_\_\_\_\_

Approval: \_\_\_\_\_

Date: \_\_\_\_\_

9/10/17 All only



SO. ESSEX #107 Bk:35727 Pg:334  
03/10/2017 10:34 AMD Pg 1/9

**HATTER'S POINT CONDOMINIUM  
AMENDMENT OF MASTER DEED**

The undersigned, being a majority of the Board of Directors of the Hatter's Point Condominium Association, Inc. (the "Association"), the organization of units owners of Hatter's Point Condominium (the "Condominium"), created by Master Deed dated April 29, 2002 and filed with the Essex County Registry District of the Land Court as Document No. 402235, as amended and restated by the Amended and Restated Master Deed dated July 15, 2002, and recorded with the Essex South District Registry of Deeds in Book 18960, Page 180, as amended of record (the "Master Deed"), hereby certify that by vote of Unit Owners holding at least seventy-five (75%) percent of the undivided percentage interest in the common areas and facilities of the Condominium, taken at the duly called Special Meeting on February 15, 2017, the following Amendments to the Master Deed have been adopted:

1. The following is hereby added at the end of Section 12 Restrictions on Use. C.:

"Any leasing or renting of a Unit as may be permitted above must be for the entire Unit. No leasing, renting or licensing for use of individual rooms in a Unit or portions of a Unit is permitted. The leasing, renting, licensing, or permitting the use of any Unit or portion of any Unit for transient use, nightly use, temporary use or use for social events or functions, house swapping, exchanging or home sharing whether for monetary or other value is not permitted."

2. The following is added to Section 12 Restrictions on Use. D.:

"Any awnings permitted must be uniform in design and color to the previously Board approved awnings and are subject to the prior written approval of the Directors."

3. Section 12 Restrictions on Use. G. is hereby deleted in its entirety and the following is inserted in its place:

Return Box 76  
TCR # 38731

"The Units must be maintained in accordance with the following safety and maintenance procedures:

Carbon Monoxide Alarms:

All Unit Owners must install and maintain Carbon Monoxide Alarms (CO Alarms) (one on each floor) and they must be replaced as recommended by the manufacturer.

All Unit Owners must test the CO Alarms on a monthly basis in accordance with the instructions provided with the CO Alarms and must replace batteries at least annually or more frequently as recommended by the manufacturer. All new CO Alarms installed must have a usable life of 10 years and include a "Warning Alert Alarm" to signal that the CO Alarm needs to be replaced or that the battery needs replacement.

Furnaces:

Unit Owners must replace all furnace air filters with frequency recommended by the manufacturer. Unit Owners must conduct annual furnace maintenance consisting of the following: cleaning and inspection by a MA Licensed HVAC Contractor which includes an inspection of the heat exchanger using a "Borescope Inspection Instrument" for cracks and other damage. If the furnace should need to be replaced, work must be done by a MA Licensed HVAC Contractor.

The following procedures must be followed prior to commencement of any work on furnace replacement:

The Unit Owner must notify the Directors in writing that his/her furnace needs to be replaced;

The HVAC contractor must submit to the Directors a Certificate of Insurance naming The Hatter's Point Condominium, as the Certificate Holder, and also must submit a copy of his current MA HVAC license;

All required permits must be obtained and copies provided to the Directors;

The contractor must comply with all the requirements of the Permit;

Upon completion of the work, the Contractor must notify the City of Amesbury and set up a scheduled date with the Unit Owner for the Inspector to come out and inspect the finished installation;

The Unit Owner must submit to the Directors a copy of the Final Approved Certificate of Compliance as soon as received from the Inspector, and

Unit Owners are required to maintain receipt records verifying that the required inspection and/or cleaning has occurred and provide the same to the Directors upon request.

HVAC Maintenance:

Unit Owners shall conduct an annual inspection of the HVAC System performed by a licensed technician. The inspection shall include the systems vents and flues used for venting combustion gases or supplying combustion air. All repairs, cleaning and maintenance must be completed at the time of inspection.

Unit Owners are required to maintain receipt records verifying that the required inspection and/or cleaning has occurred and provide the same to the Directors upon request.

Hot Water Heaters/Tanks & Expansion Tanks:

Unit Owners must replace all hot water heaters/ hot water tanks & expansion tanks that have passed their manufacturers original and or extended warranty and thereafter be replaced at the expiration of the manufacturer's warranty and or extended warranty period.

Unit Owners shall conduct annual maintenance to consist of cleaning the hot water heater/ hot water tank & expansion tank. The cleaning process must include partially draining to remove calcium deposits, and inspection for possible leaks.

If the hot water heater/hot water tank & expansion tank should need to be replaced, all work must be performed by either a MA licensed HVAC contractor or MA licensed plumber.

Unit Owners shall have installed an automatic water shutoff valve on their water heaters and/ or a water sensor alarm.

The following procedures must be followed prior to commencement of any work on any hot water heater/hot water tank:



The Unit Owner must notify the Directors in writing that his/her hot water heater needs to be replaced;

The Unit Owner must submit to the Directors a Certificate of Insurance, naming the Hatter's Point Condominium as the Certificate Holder, and also must submit a copy of the contractor's current MA Contractor's License;

All required permits must be obtained and copies provided to the Directors;

The contractor must comply with all the requirements of the permits;

Upon completion of the work, the contractor must notify the City of Amesbury of the completion of the installation and setup a scheduled date with the Unit Owner for the Inspector to come-out and inspect the finished installation;

The Unit Owner must submit to the Directors a copy of the Final Approved Certificate of Compliance as soon as received from the Inspector, and

Unit Owners are required to maintain receipt records verifying that the required inspection and/or cleaning has occurred and provide the same to the Directors upon request.

Washing Machine Hoses:

All Unit Owners must replace washing machine hoses with high quality "Burst Proof or Burst Resistant" "stainless steel" washing machine hoses and thereafter these hoses must be replaced in accordance with the manufacturer's recommendations.

Clothes Dryers:

All Unit Owners must have lint filters in their clothes dryers. All filters must be cleaned before/after each load as recommended by the dryer manufacturer. The dryer must be connected to the unit's outside vent pipe with use of rigid or flexible metal ducting. Venting clothes dryers inside the Unit is prohibited. The dryer duct and venting system must be inspected and cleaned every two years by a professional contractor which will be contracted by the Directors.



Winter Heating (Snow Bird Alert):

All Unit Owners shall keep the thermostats in their Units at a minimum of 55 degrees Fahrenheit to prevent freezing of water pipes and in wall sprinkler lines. Unit Owners shall provide the Directors with a key or with local contact information as to who has a key if they will be away for any extended period of time.

All outside faucets must be shut off and drained from November 1st to March 15th, by using the individual shut offs located within the boundaries of the unit.

Whenever a unit is being left unoccupied for more than two days, the water supply coming into the unit shall be shut off.

Direct Vent/Ventless/Stoves and Fireplace Inspection and Cleaning:

Unit Owners shall have all direct vent/ventless stoves and fireplaces inspected by a licensed technician following the manufacturer's recommendations. Inspection shall include the systems vents and flues used for venting combustion gases or supplying combustion air. All repairs, cleaning and maintenance must be completed at the time of inspection.

Unit Owners are required to maintain records verifying that the required inspection and/or cleaning has occurred and provide copies to the Directors upon request.

Bathroom Plumbing:

Unit Owners shall maintain all plumbing of all toilets, including bottom seals, and showers free of leakage. Unit Owners shall inspect regularly all wall boards around showers, toilet areas and tiles regularly for dampness and/or discoloration in order to detect hidden plumbing leakage.

Grill Safety:

Natural gas grills are to only be used/operated when at least ten (10) feet away from any combustible building structures, including deck posts, privacy partitions railings and glass partitions.

All units without the ten foot required clearance shall have a Board approved heat shield installed at the Unit Owners' expense on the impacted area.

Electric grills are not subject to this requirement.

Electric grills must be turned off when not in use. Use of any propane/charcoal/solid fuel grills is not permitted at any time. Unit Owners are responsible for ensuring that any gas fired grill is in safe working condition and that it is operated safely and gas supply must be shut off when the grill is not being used.

Renovations/Major Project Procedures:

Each Unit Owner will be held responsible to the Association for any and all damage caused by repairs or installations to a Unit or Common Elements not performed by a MA licensed and insured contractor in accordance with at least the minimum standards required by the Commonwealth of Massachusetts and/or the City of Amesbury. Projects with an estimated cost of \$2,500.00 or more, such as, but not limited to, replacement of windows and exterior doors, replacement of central air conditioner units, and all electrical work are the Unit Owner's responsibility and the Unit Owner must adhere to the following procedures:

1. All these projects require approval by the Directors prior to any work being done. The Unit Owner must submit a written request to the Directors for approval.
2. The request should identify the proposed project and contractor, as well as the intended time frame. The Directors will act promptly on these requests.
3. Each contractor must be fully insured - including Workers Compensation and Employers' Liability. Before any contractor can begin work, the Unit Owner must submit to the Hatter's Point Condominium Directors the contractor's Certificate of Insurance ("COI"). The COI needs to name the Hatter's Point Condominium, as the Certificate Holder. The Unit Owner must also send to the Directors a copy of the contractor's current MA Contractor's License.
4. If the project requires a Building Permit, a Permit must be obtained. Upon the completion of the project, the Amesbury Building Department must be notified so the Building Inspector can come out with the unit owner and inspect the finished installation. The Unit Owner must submit to the Directors a copy of the Final Approved Certificate of Compliance as soon as received from the Building Inspector.

General Requirements:

There shall be no storage of combustibles or hazardous materials (including but not limited to oil paints, stains, thinners, gasoline, propane tanks, etc.) inside Units, garages, Common Areas, limited Common Areas or other enclosed spaces.

Unit Owners are responsible for notifying all residents of their Unit of these requirements. Compliance with the maintenance standards outlined herein is the responsibility of the Unit Owner. For the purpose of interpreting and applying these maintenance and repair standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the unit. "

For evidence of our appointment as Directors see Certificate of Election and/or Appointment recorded with the Essex South District Registry of Deeds herewith.

[SIGNATURES CONTAINED ON NEXT PAGE]

{Signature Page to Amendment to Master Deed}

Executed as an instrument under seal this 2nd day of March, 2017.

HATTER'S POINT CONDOMINIUM  
ASSOCIATION, INC.

By Beth Miller  
BETH MILLER, Director

By Robert Laplante  
ROBERT LAPLANTE, Director

By Joan Denning - Perry  
JOAN DENNING-PERRY, Director

By Robert Becker  
ROBERT BECKER, Director

By Louise Kreiner  
LOUISE KREINER, Director

COMMONWEALTH OF MASSACHUSETTS

Esset, ss.

On this 2nd day of March, 2017, before me, the undersigned notary public, personally appeared BETH MILLER, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Director of HATTER'S POINT CONDOMINIUM ASSOCIATION, INC.



Notary Public

My Commission Expires: 6/29/2023





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**HATTER'S POINT CONDOMINIUM  
AMENDMENT OF BY-LAWS**

The undersigned, being a majority of the Board of Directors of the Hatter's Point Condominium Association, Inc. (the "Association"), the organization of unit owners of Hatter's Point Condominium (the "Condominium"), governed by the Hatter's Point Condominium Association, Inc. By-Laws dated April 29, 2002 and filed with the Essex County Registry District of the Land Court as Document No. 402236 as amended and restated by the Hatter's Point Condominium Association, Inc. Amended and Restated By-Laws dated July 15, 2002 and recorded with the Essex South District Registry of Deeds in Book 18960, Page 229 as amended of record (the "By-Laws") governing the Hatter's Point Condominium, created by Master Deed dated April 29, 2002 and filed with the Essex County Registry District of the Land Court as Document No. 402235, as amended and restated by the Amended and Restated Master Deed dated July 15, 2002, and recorded with the Essex South District Registry of Deeds in Book 18960, Page 180, as amended of record (the "Master Deed"), hereby certify that by vote of Unit Owners holding at least fifty-one (51%) percent of the undivided percentage interest in the common areas and facilities of the Condominium, taken at a duly called Special Meeting on February 15, 2017, the following Amendments to the By-Laws have been adopted:

1. The first sentence of Section 3.1. Number of Directors. is hereby deleted in its entirety and the following inserted in its place:

"There shall be a Board of Directors (the "Board" or the "Directors") consisting of at least three (3) but not more than five (5) natural persons who shall be elected as hereinafter provided."

Return Box 76  
TCR #38731

2. The last sentence of Section 3.2. Terms of Directors. is hereby deleted and the following inserted in its place:

"No person may serve more than two consecutive terms, whether partial or full, as a Director."

3. The first sentence of Section 4.3. Annual Meeting of Unit Owners. A. Annual Meeting. is hereby deleted in its entirety and the following inserted in its place:

"There shall be an annual meeting of Unit Owners on the second Wednesday of November at 7:00 P.M. at the Condominium or at such other reasonable place and time as may be designated by the Directors (the "Annual Meeting")."

4. The provisions of Section 4.3 Meetings of Units Owners D. Voting. are hereby deleted in their entirety and the following provisions inserted in their place:

"D. Voting. Each Unit shall have one vote. Unless otherwise specifically provided, the vote of a majority of the Unit Owners present in person, by proxy, electronically or by paper ballot, at a duly convened meeting of the Unit Owners at which a quorum is present ("Majority Vote"), shall be binding as to those matters within the purview of the Unit Owners.

#### Electronic and Paper Ballot Voting

1. Electronic submission of votes shall be permitted for any duly held special meeting or annual meeting. Any Unit Owner that is permitted to vote may vote electronically.
2. The Directors shall have the authority to select and contract with any electronic voting company to administer any issue to be voted on electronically, provided that the electronic voting company has a procedure in place to verify the identity of the person casting the vote.
3. The Directors shall provide proper notification to Unit Owners regarding the online voting procedure, including a procedure to verify the identity of voters to ensure that only one ballot per Unit is submitted.
4. Regardless of whether the Directors utilizes the services of an electronic voting company, the Directors shall also accept paper ballots mailed to the Unit Owners Association, hand-delivered or sent by facsimile or email.

5. If a Unit Owner casts a ballot in a facsimile or email, the facsimile or email shall be a signed scanned copy of the ballot prepared and provided by the Directors. Any such vote that does not contain a scanned copy of a signed ballot may be subject to rejection by the Directors chosen at the meeting where the final vote tally shall be calculated on an issue or election. The Directors' decision on whether to count such a ballot shall be final. Nevertheless, a vote cast in a facsimile or email that is not a signed and scanned copy of a ballot, shall not even be presented to the Directors at the relevant meeting unless the voting Unit Owner has previously provided his/her/their fax number or email address to the Association.

6. The Directors may reject an electronic vote if it is unclear that the vote was submitted by a Unit Owner. The Directors' decision shall be final.

7. A ballot cast in person at the meeting where the vote is to be counted shall prevail over an absentee ballot or proxy cast by a Unit Owner(s) of the same Unit. This provision shall apply to all absentee ballots or proxies and not just those submitted electronically.

8. An electronic signature including a scanned or facsimile signature or a process adopted by a person with the intent to sign the record and which is accepted by the Directors, shall constitute a signature under the Association's governing documents."

5. The provisions of Section 5.6. Insurance. A. Casualty Insurance. are hereby deleted in their entirety and the following provisions inserted in their place:

"Section 5.6 Insurance

Section 5.6.1. Basic Insurance. The Directors shall obtain and maintain, policies of insurance as set forth in this Section subject to reasonable deductibles or self-insured retentions to be approved by the Directors. Insofar as available, such policies shall provide for at least thirty (30) days (10 days' notice for cancellation due to non-payment of premium) written notice to the Directors before the insurer can cancel, non-renew, or substantially modify it, and for similar notice to be given to each holder of a first mortgage on an individual Unit.

(a) Unless otherwise stated all such policies shall:

- insure the interests of the Association, the Directors, and all Unit Owners, and their mortgagees as their interest may appear, with premiums being paid as a Common Expense;

- provide, to the extent available, that the right of subrogation against all insureds including the Condominium, the Directors, their agents employees, Unit Owners tenants and guests of any Unit Owner who reside with said Unit Owner will be waived, except in cases of arson and fraud;
- provide that coverage under such policies is primary, and non-contributing, and not otherwise subject to reduction pursuant to any "Other Insurance" clause, even where a Unit Owner has other insurance that covers the same loss.

(b) Property Insurance.

(i) Master Policy for Condominium Property Insurance. The Directors shall procure and maintain insurance policy(ies) which provide property insurance. Such property insurance policy(ies) shall be "all in" and cover all of the Common Areas and Facilities, Limited Common Elements and Units including without limitation, fixtures, buildings service equipment, and common personal property and supplies belonging to the Association (the Property Policy). The Property Policy shall cover fixtures, improvements or betterments (i.e. permanent changes, alterations or upgrades made to individual Units) and equipment inside individual Units, including replacement thereof, without regard to whether such fixtures, improvements or betterments are part of the Common Areas or Limited Common Areas, but excluding furniture, furnishings and other personal property belonging to the Unit Owners or occupants, not customarily considered to be a part of the Unit or the Common Areas and Facilities for mortgage purposes, which shall be the sole responsibility of the Unit Owner to insure in accordance with Section 5.6.1.

(ii) Additional Property Insurance Requirements. The Property Policy must:

- identify the Named Insured as "Hatter's Point Condominium Association, Inc., for the use and benefit of the individual Unit Owners;"
- provide that all property insurance loss proceeds shall be paid to the Directors as Insurance Directors under these By-Laws in accordance with section 5.6.2;



- contain a standard or customary mortgagee clause by which the interest of each first mortgagee of the Association or any Unit Owner in the proceeds of the policy shall not be invalidated by the act or neglect of the mortgagor or owner of the insured property;
- provide coverage for loss or damage by fire and all other hazards that are normally covered by "all risk" or "special perils" insurance such that the insuring agreement applies to all risks of physical loss except for those perils otherwise generally or customarily excluded or limited under such coverage;
- provide coverage for Boiler & Machinery/Equipment Breakdown;
- provide that any Insurance Association Agreement will be recognized;
- provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association; and

(iii) Amount of Insurance. The limits of coverage under such Property Policy shall be sufficient to cover one hundred percent (100%) of the current replacement cost of the property described in Section 5.6.1 (b) without deduction for depreciation, as reasonably determined by the Directors. The limits of coverage, however, need not include the value of land, foundations, excavations or other items that are both customarily excluded from property insurance coverage, and excluded from the Property Policy.

The Directors shall review the limit of insurance provided under the Property Policy annually.

(iv) Special Endorsements. The following endorsements or coverages are to be included to the extent reasonably available:

- Agreed Amount and Inflation Guard
- Ordinance or Law, if there is an applicable construction code provision that requires (1) loss to an otherwise



undamaged portion of the building; (2) costs associated with demolition and debris removal of such undamaged portion; (3) increased costs associated with upgrading to code.

(c) Flood Insurance. If any part of the property required to be insured pursuant to section (b), of Section 5.6.1 is in a special flood hazard area as defined by the Federal Emergency Management Agency, the Directors shall procure and maintain insurance against flood for all such property insured pursuant to section (b), of Section 5.6.1.

The amount of flood insurance shall be at least equal to the lesser of:

- 100% of the current replacement cost of all buildings and other insurable property any part of which is located in the flood hazard area; or
- the maximum coverage available for the property under the National Flood Insurance Program.

(d) Liability Insurance. The Directors shall procure and maintain the following liability insurance:

(i) general liability insurance covering the liability of the Association, the Directors and the Unit Owners as insureds, as against their liability for bodily injury, property damage and personal and advertising injury, and including coverage within the products liability and completed operations hazard, resulting from the operation, maintenance or use of the Condominium Common Areas, Facilities, public ways and any other areas that are under the supervision of the Association (Liability Policy). Such Liability Policy shall include a provision regarding "severability of interests" which requires the insurer to consider coverage separately for each insured and precludes the insurer from denying claims of one insured based on the conduct a different insured and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent. The Liability Policy shall provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 general annual aggregate.

(ii) workmen's compensation and employer's liability insurance covering any person employed by the Condominium, the Association or the Directors as required by law.

(e) Fidelity Insurance. Fidelity insurance shall be purchased covering all Directors, employees, managers or agents, including managing agents, and volunteers responsible for handling funds belonging to or administered by the Association in the manner and amounts set forth herein.

A management agent that handles funds for the Association shall be covered by its own fidelity insurance and/or bond.

The fidelity insurance coverage shall be procured and maintained in an amount equal to at least the sum of three (3) months' assessments on all Units in the Condominium, plus 100% of the reserve funds,

(f) Miscellaneous. The Directors shall maintain such supplemental or other insurance coverage as may from time to time be required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. The Directors may, in their sole discretion, purchase such other insurance for risks faced by the Condominium, the Association or the Directors in their capacity as Directors for the Association, including but not limited to Directors' and Officers' Liability Insurance, as they shall reasonably determine.

Section 5.6.2. Payment to Directors in Case of Loss. The duty of the Directors as such Insurance Directors shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.7 Rebuilding, Restoration and Condemnation. If repair or restoration of the damaged portions of the Condominium is to be made, all property insurance loss proceeds shall be held in share for the Association and the owners of damaged Units in proportion to the respective costs of repair or restoration of the Common Elements and damaged Units as determined by the Directors, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Elements and damaged Units. Any excess of any such share of proceeds above such costs of repair or restoration are to be paid to the Association. The Unit Owner(s) of any damaged Units shall be responsible for their portion of any deductible in proportion to the respective costs of repair or restoration of the Common Elements and such damaged Units. If, however, pursuant to Section 5.7 Rebuilding, Restoration and Condemnation, restoration or repair is not to be made, all insurance loss proceeds shall be held as Common Funds of the Association and applied for the benefit of Unit Owners in proportion to their Beneficial Interests if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such restoration of the Common Elements as the Directors may determine, to those Unit Owners who have suffered damage in

proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgagee with respect to such Unit so requires by notice to the Directors. If the policy(ies) insurance proceeds are insufficient to pay for the loss to a Unit, the Unit Owner shall bear the cost of repair or replacement, it being understood that the Unit Owner shall cover the balance of the loss and their portion of the policy deductible, but in no event shall the Unit Owner look to the Association for reimbursement.

Section 5.6.3. Owner's Insurance and Responsibility for Increase in Premiums of Director Procured Policies. Each Unit Owner shall procure and maintain property and liability insurance for his or her own benefit at his or her own expense covering at least all furniture, furnishings and other personal property of the Unit Owner, regardless of whether the unit is owner occupied or rented to others. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Directors pursuant to Section 5.6.1 above, and each Unit Owner hereby assigns to the Directors the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.6 as if produced by such coverage. Copies of all such policies shall be made available to the Directors upon request. Each unit owner agrees to waive all rights of subrogation against the Condominium, the Association and the Directors and have their policies so endorsed. Any Unit Owner who conducts or permits activity in a Unit resulting in an increase in the premium of the insurance policy(ies) as determined by the Directors, shall be required to pay for the amount of the increase resulting from such conduct, which amount shall be due and payable in accordance with Section 5.5 Common Expenses, Profit and Funds, herein. Failure to procure and maintain Unit Owner Insurance in accordance with this paragraph shall not reduce or eliminate the Unit Owner's responsibility for, or payment of, any deductible under any Property Policy procured by the Directors.

Section 5.6.4. Notice of Unit Owner's Improvements. Each Unit Owner must submit to the Directors for written approval, which shall not be unreasonably delayed, conditioned or withheld, all plans for improvements to his or her Unit (except personal property other than fixtures) which would exceed a total value of Twenty-Five Hundred Dollars (\$2,500.00). This notification does not shift the responsibility away from the Association to insure improvements and betterments.

Section 5.6.5. Insurance as Common Expense. The costs associated with procuring and maintaining the insurance purchased pursuant to Section 5.6, other than that set forth in Section 5.6.3, shall be a Common Expense assessable and payable as provided in Section 5.5. Common Expenses, Profit and Funds."

6. The first two sentences of Section 5.17. Checks, Notes, Drafts and other Instruments. are hereby deleted in their entirety and the following inserted in their place:

“Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Directors or of the Association may be signed by any one Director, or by the Property Manager, if any, to whom such power may at any time or from time to time be delegated.”

7. The first sentence of Section 5.18. Notice to Unit Owners. is deleted in its entirety and the following inserted in its place:

“Unless otherwise required by applicable law or order of court, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Directors as necessary or desirable in connection with the administration of the Condominium or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Directors to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, or sending such notice electronically by email at the email address designated by such Unit Owner in writing, unless such Unit Owner has designated in writing to the Directors some other address for the receipt of notices.”

The undersigned further certify that we have obtained the approval of at least fifty-one (51%) percent of the first mortgagees on units which have requested notice as set forth in Section 8.1.A of the By-Laws.

For evidence of our appointment as Directors see Certificate recorded with the Essex South District Registry of Deeds herewith.

[SIGNATURES CONTAINED ON NEXT PAGE]

{Signature Page to f Amendment to By-Laws}

Executed as an instrument under seal this 2nd day of March, 2017.

HATTER'S POINT CONDOMINIUM  
ASSOCIATION, INC.

By Beth Miller  
BETH MILLER, Director

By Robert Laplante  
ROBERT LAPLANTE, Director

By Joan Denning-Perry  
JOAN DENNING-PERRY, Director

By Robert Becker  
ROBERT BECKER, Director

By Louise Kreiner  
LOUISE KREINER, Director



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 2nd day of March, 2017, before me, the undersigned notary public, personally appeared BETH MILLER, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Director of HATTER'S POINT CONDOMINIUM ASSOCIATION, INC.



Notary Public

My Commission Expires: 6/29/2023



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**HATTER'S POINT CONDOMINIUM  
AMENDMENT OF MASTER DEED**

The undersigned, being a majority of the Board of Directors of the Hatter's Point Condominium Association, Inc. (the "Association"), the organization of units owners of Hatter's Point Condominium (the "Condominium"), created by Master Deed dated April 29, 2002 and filed with the Essex County Registry District of the Land Court as Document No. 402235, as amended and restated by the Amended and Restated Master Deed dated July 15, 2002, and recorded with the Essex South District Registry of Deeds in Book 18960, Page 180, as amended of record (the "Master Deed"), hereby certify that by vote of Unit Owners holding seventy-five and 046/100 (75.046%) percent of the undivided percentage interest in the common areas and facilities of the Condominium, taken at the duly called Annual Meeting on May 20, 2015, the following Amendments to the Master Deed have been adopted:

1. The first sentence of the second full paragraph of Section 12, Restrictions on Use, subsection C is deleted in its entirety and the following inserted in its place:

"In addition to the forgoing, at no time may more than fifteen (15%) percent of the Units, or such lower percentage as may be required by any so-called secondary mortgage market source, be leased at any one time."

2. The following new subsection O is hereby to added to Section 12, Restrictions on Use:

"The entire property consisting of the Units and all Common Areas, including limited common areas, exclusive use areas and any portion of common areas subject to any easements, shall be designated as "Smoke Free" property.

For evidence of our appointment as Directors see Certificate Of Election And/Or Appointment recorded with the Essex South District Registry of Deeds in Book 34289 Page 432.

Executed as an instrument under seal this 19<sup>th</sup> day of August, 2015.

HATTER'S POINT CONDOMINIUM  
ASSOCIATION, INC.

By Beth Miller  
BETH MILLER, Director

By Robert Laplante  
ROBERT LAPLANTE, Director

By Mary Kenealy  
MARY KENEALY, Director

By Louise Kreiner  
LOUISE KREINER, Director

By Robert Becker  
ROBERT BECKER, Director

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 19 day of August, 2015, before me, the undersigned notary public, personally appeared Beth Miller, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Director of HATTER'S POINT CONDOMINIUM ASSOCIATION, INC.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

