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**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.**

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. Displays of decorations on the balconies shall be limited to nationally recognized religious 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**

**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 Community 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. Move In/Move 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.**

**23. 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.**

**24. 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**



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,

*Carole Cowie*

Carole Cowie, President

Date: 4-14-2020

State of Massachusetts, County of Essex, ss.:

On this day, personally appeared before me

    *CAROLE COWIE*    

to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

this 14<sup>TH</sup> day of SEPTEMBER, 2020 .

    *Beth A. Miller*    

Notary Public in and for the State of MASSACHUSETTS . My commission expires JULY 2, 2021 .



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

\_\_\_\_\_

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 \_\_\_\_\_