

Property Management of Andover, Inc.

P.O. Box 488, Andover, MA 01810

James M. Toscano, PCAM
President

Office: (978) 683-4101
Facsimile: (978) 686-4664

WELCOME TO ROPER ESTATES

Welcome to Roper Estates and Congratulations for the purchase of your new home!

Property Management of Andover, Inc. is the managing agent selected by your Board of Directors to assist in the financial management and general common area maintenance at Roper Estates. Your property manager is Ruthann Morin.

Following is information, which may answer questions about your home at Roper Estates.

1. MANAGEMENT

Property Management of Andover is available to answer any questions regarding the Association Monday through Friday from 8:00am – 4:30pm. Our telephone number is (978) 683-4101. There is also an after hours answering service to collect messages and to forward emergency calls to our manager on-call. Please feel free to leave messages; provide a daytime and nighttime phone number where you can be reached.

2. CONDOMINIUM FEES

All fees are due by the first of the month. A late charge grace period of 15 days is allowed. Bills or statements are not mailed, so remember to submit your payments on time. Your monthly maintenance fee is \$_____.

All checks should be made payable to Roper Estates. Please reference your unit number on your check and mail to:

Property Management of Andover
P.O. Box 488
Andover, MA 01810

Enclosed, please find an ACH form and an online payment informational sheet along with a unit owner data sheet. The ACH form is needed for electronic payment of your condominium fee to Enterprise Bank. Return this form with a voided check to start your monthly condo fee payment process. The information we are seeking on the unit owner data sheet is required to maintain proper communication to best serve you and your needs at Roper Estates Condominiums. Please return this form along with your ACH form.

3. WEBSITE

Property Management of Andover's website will provide you with additional information about our company, including contact information, work order requests, credit card payments, and a variety of forms that will assist you while residing at Roper Estates Condominiums. Please visit our website for more information at www.pmandover.com and follow the prompts.

I-Mail

The new i-mail system at Property Management of Andover is in full operation now, allowing the staff and management to communicate with you through mass e-mail correspondences. If you do not have e-mail, the system will print your name and address on a mailing envelope automatically for U.S. mailing purposes. No one will miss a correspondence. There will be a considerable cost savings to Roper Estates with i-mail.

Voice Blast

Property Management of Andover finished testing our new "voice blast" communication system. This system allows us to record a message and deliver it to you by phone to the phone number currently on file at our office. If you miss the call, your voice mail or answering machine will record our message for you.

This new communication system will provide you with timely and urgent information that would be late if forwarded by U.S. mail. We encourage you to provide your e-mail address and designated phone number to Property Management of Andover so you do not miss any timely and important information.

4. INSURANCE INFORMATION

The insurance carrier for Roper Estates is Harleysville Insurance. The insurance agent is Fred C. Church Insurance Agency of Lowell, MA. This insurance is for common area and building replacement coverage only. If your mortgage holder is requesting proof of insurance or a certificate of insurance, you must contact Fred C. Church Insurance directly. You may request the insurance certificate on line at our management company's website, www.pmandover.com or at www.fredchurch.com. The agent's telephone number is 800-225-1865 or 978-458-1865 and their fax number is 978-454-1865. Please keep in mind you must maintain your own insurance policy (referred to as an H06 policy) on your condominium. Your policy should protect your personal property, liability and the deductible portion of Roper Estates policy of \$10,000.00.

5. BOARD OF DIRECTORS

The Association is governed by this Board, which is elected at the Annual Meeting in February. All owners are urged to attend. The Board meets every month to discuss past, present and future issues.

6. RULES AND REGULATIONS

Roper Estates is subject to published Rules and Regulations. A copy is enclosed for you. Violators are subject to fines. Owners who rent may pass on fines to their tenant as their choice by placing such requirement in the lease. However, as a homeowner you are responsible for your tenants' actions and associated fees or fines.

7. TRASH

The trash is picked up every Wednesday.

8. GFI BREAKER

The ground fault interceptor breaker is located in your garage on the same wall as the door. The breaker services your bathroom outlets and dryer outlets.

9. UTILITIES

The local utility companies include:

National Grid – Electric Customer Service – 800-322-3223

Enclosed is copy of the Rules and Regulations of Roper Estates Condominiums. Please review and return the Acknowledgement of the Rules and Regulations to Property Management of Andover, P.O. Box 488, Andover, MA 01810.

Should you have any questions regarding Roper Estates Condominiums, please feel free to give me a call at your convenience.

Sincerely,

Jimmy Toscano,
Property Manager
For Roper Estates

Enclosures: Payment Envelopes, ACH form, On line Payment Information, E-mail Communication, Unit Information Sheet, Rules and Regulations, Rules and Regulations Acknowledgement Sheet.

4/2017

PROPERTY MANAGEMENT OF ANDOVER, INC.
P.O. BOX 488, ANDOVER, MA 01810
Telephone: (978) 683-4101 Facsimile: (978) 686-4664

AUTHORIZATION AGREEMENT
DIRECT PAYMENTS (ACH DEBITS)

Property Name: _____

I (we) hereby authorize _____ (property name), hereinafter called **CONDOMINIUM**, to debit entries to my (our) account indicated below and the financial institution named below, hereinafter called **FINANCIAL INSTITUTION**.

(Homeowner's Bank Name) (Branch)

(Address) (City/State) (Zip)

(Routing Number) (Account Number) Type of Account: ___ Checking ___ Savings
(Numbers printed at bottom of your check)

In the event that a debt charge is denied by the Owner's Bank for lack of funds, ACH program participation will be terminated immediately. Should an owner wish to reinstate participation, the account must first be brought current. Then the Owner must contact Property Management of Andover to re-enroll.

The authority is to remain in full force and effect until **CONDOMINIUM** has received written notification from me (or either of us) of its termination in such time and manner as to afford Property Management of Andover and **FINANCIAL INSTITUTION** a reasonable opportunity to act on it.

(Print Individual Name)

(Print Individual Unit Number)
(Signature) _____

(Date)

*****PLEASE ATTACH A VOIDED CHECK TO THIS FORM!*****

Please complete this form and return via mail or fax to the address/fax # noted above.

THE FACTS ABOUT ONLINE DUES PAYMENTS

Paying homeowner dues has never been easier than right now! In addition to the many payment options available up until now, homeowners can now pay association dues 24 hours a day, 7 days a week online at our web site at

www.pmandover.com

We have compiled some of the most frequently asked questions about online payments:

Why should I pay online?	Here are 4 good reasons why you should pay online: <ol style="list-style-type: none">1. It's simple -- Setting up an account is as easy as entering in your personal information. After that, you are ready to go!2. It's safe - All transactions are 128-bit encrypted for your security and peace of mind.3. It's fast -- Once your account is initially set up, you can pay dues in less than two minutes!4. It's convenient - You can make an online payment 24 hours a day, 7 days a week, 365 days a year with the exception of any unforeseen technical problems that prevent this service being available.
What payment options are available?	You can pay your dues using your Visa, MasterCard, or Discover.
How do I know my payments have gone through?	Every time you initiate a payment online, a reference number and transaction receipt are automatically generated and sent to you via email. These are then kept in the database and can be printed for your records.
What security measures are in place?	Your personal information is encrypted and stored on a secure server under a login and password that you define. This information is completely separate from your community web site profile, and can be changed by you at any time. The transmission of credit card information takes place over a secure connection.
How much does it cost?	There is a \$14.95 transaction fee for paying your dues online by Visa/MasterCard/Discover.
Once I pay online, do I have to pay online every month?	No. This service is available for your convenience. If you pay online this month, you can send a check next month. There are no automatic payments unless you specifically define them, so you remain in control.
When will the funds be deducted from my account?	A payment may take up to 6 business days before it appears on your account. Payments made via credit card will typically be processed within 48 hours.
How do I setup my account?	Log in to www.pmandover.com , click "Pay Dues" to go to the online payment feature. If this is your first visit, click "Create Login". Next, provide your profile information. Once this section is complete, an account has been successfully created, and you may now click "continue" to set up a credit card from which to make payments.

ROPER ESTATES CONDOMINIUM ASSOCIATION
c/o Property Management of Andover
PO Box 488, Andover, MA 01810

Ice Dam and Insurance Responsibility

Dear Homeowners:

If you have experienced interior damages as a result of our recent weather conditions and subsequent ice back-ups, please note the following procedure regarding resolution of your damages.

You must file a claim with your individual homeowner's insurance carrier. **Please Note:** the Association's insurance policy has a \$10,000.00 deductible, per unit, with relation to ice back-ups.

Personal property is not covered by the Association's policy, therefore is excluded from your damage costs.

If your individual claim exceeds \$10,000.00 not including personal property, please notify Property Management of Andover so they can open a claim with the Association insurance carrier.

Should you have any questions, please call Property Management of Andover at 978-683-4101 or e-mail Ruthann at ruthannm@pmandover.com or her assistant, Debbie at debbieb@pmandover.com

Sincerely,
The Board of Directors for Roper Estates Condominium Association

CONDOMINIUM RULES
OF
ROPER ESTATES CONDOMINIUM

These Condominium Rules are adopted for the benefit of Owners of residence in the condominium project known as "Roper Estates Condominium". They are intended to contribute to preserving the clean and attractive environment and to assuring the peaceful enjoyment of the Roper Estates Condominium. They are also intended to protect and enhance the value of the Owners' property in the project. They are not designed to unduly restrict or burden the use of the property.

All residents of Roper Estates Condominium and their guests are expected to abide by these Rules which are meant to supplement the provisions of the Declaration and By-Laws.

1. ADDITIONS TO EXTERIOR OF BUILDINGS. Changes affecting the appearance of the exterior of the buildings, such as decorations, awnings, television and radio antennas, signs, screens, sunshades, fans or other changes are to be made only with the consent of the Board of Directors of the Roper Estates Condominium Association (the "Board").
2. HANGING OF CLOTHES. No clothes, linens, or other materials shall be hung or shaken from windows, placed on window sills, hung or draped from a balcony, patio or railing, or otherwise left or placed in such a way as to be exposed to public view. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in the Roper Estates Condominium.
3. NOISE. Owners, guests and lessees will be expected to reduce noise levels after 10:00 P.M., so that neighbors are not disturbed. At no time are musical instruments, record or tape players, radios, or television sets to be so loud as to become a nuisance.
4. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be deposited only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area of the Roper Estates Condominium.
5. TRASH, REFUSE AND GARBAGE. No one shall place trash or other refuse in the Common Area, except in containers or depositories therefore.
6. OUTDOOR EQUIPMENT. Bicycles, sporting goods, cooking equipment, baby carriages and other personal articles and equipment must be kept within the Unit.
7. MAINTENANCE OF COMMON AREA. Improvements, maintenance and landscaping of the Common Area shall be performed only by the Board.
8. IMPROPER USE OF COMMON AREA. There shall be no use of Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the same.
9. OUTSIDE ACTIVITIES. There shall be no organized sports activities, picnicking or fires, except in areas approved by the Board. A charcoal fire in a protective metal barbecue container may be used in places approved by the Board, providing it is carefully guarded and not hazardous to buildings or other property in the Roper Estates Condominium.

10. PLANTING OF FLOWERS. Owner shall be permitted to plant flowers in areas approved by the Board. Such plantings shall be at the Owners' expense and subject to standards as to location, use and maintenance established by the Board from time to time.
11. HOUSEHOLD PETS. Household pets will be allowed, pursuant to the Master Deed only with the consent of the Board. If pets create noise, are allowed to run loose without supervision in the Common Area, or in any way create a disturbance of unpleasantness, the Board will be forced to withdraw its consent, in which case the pet must be removed. Each Owner will hold the Board harmless against loss or liability for any actions of his pet (s) within the Roper Estates Condominium.
12. PARKING SPACES. As shown on the Site Plan filed herewith, there are parking spaces for automobiles and other motor vehicles on the premises, as described in Appendix A-1, submitted to the Condominium by this Declaration. Those parking spaces on said premises may be assigned to particular Unit Owners by the Association (through its Board of Directors) for such periods of time and for such charges as the Association may determine. Such charges shall constitute common funds of the Association when received. Such additional spaces, if any, not so assigned, shall be available for occasional use of Unit occupants and guests, subject to the By-Laws and rules and regulations.
13. SPEED LIMIT. The speed limit for all vehicles within Roper Estates Condominium is ten (10 M.P.H.) miles per hour.
14. OFFENSIVE ACTIVITIES. No offensive activities shall be carried on in the Roper Estates Condominium nor shall anything be done or placed within the Roper Estates Condominium which may be a nuisance, create unpleasant odors, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners or the public.
15. CHILDREN AND GUESTS. Owners shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave.
16. ACTION IN VIOLATION OF LAW, ETC. There shall be no use of or activity in any Unit or Common Area which shall be in violation of any governmental law, ordinance, rule or regulation.
17. PASS KEY. The Board may retain a duplicate key to each Unit. No Owner may alter any lock or install a new lock on any door leading into the Unit of such Owner without the prior consent of the Board. If such consent is given, the Owner shall provide the Board with a new duplicate key for its use. It is not intended that an Owner's privacy be intruded upon, and such key shall not be used except in an emergency.
18. CONSENT REVOCABLE. Any consent or approval of the Board or Manager given under these Rules shall be revocable at any time.
19. COMPLAINTS. Complaints of violations of these Rules should be made to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.
20. AMENDMENT. These Condominium Rules may be revised in any way at any time by the Board as conditions warrant, provided that a written communication is sent to each Owner advising him of the change.
21. DELEGATION OF POWERS. The Board, in its discretion, may delegate its powers and duties with respect to the granting of consent, approvals and permissions under these Rules, to the manager or managing agent, if any, of the Roper Estates Condominium.

CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF DIRECTORS
ROPER ESTATES CONDOMINIUM ASSOCIATION
AMENDMENTS TO THE ADMINISTRATIVE RULES AND REGULATIONS

This Resolution is made this ____ day of _____, 1993 by the Board of Directors of the Roper Estates Condominium Association.

WHEREAS, Article II, §K (7) of the Master Deed as well as Article II, §4 of the By-Laws authorize the Board of Directors to adopt Rules and Regulations regarding the use of the condominium and each Unit Owner's unit; and

WHEREAS, Article XI of the By-Laws authorize the Board of Directors, on behalf of the Unit Owners, to enforce obligations of Unit Owners as well as to fine for violations of the Condominium Documents and Rules and Regulations, with said fine being in an amount not to exceed Ten and 00/100 Dollars (\$10.00) for any one (1) violation and with each separate day constituting a separate and independent offense; and

WHEREAS, Chapter 400 of the Acts of 1992 has authorized the Board of Directors to assess the costs of collection to Unit Owners as well as authorizing fines and collection of attorney's fees from Unit Owners, tenants, etc., who violate the Condominium Documents, By-Laws and Rules and Regulations as they may be amended; and

WHEREAS, Article II, §H of the Master Deed provides that the additionally parking spaces in the common areas of the Roper Estates Condominium Association may be assigned to particular Unit Owners by the Association through its Board of Directors for such periods of time and for such charge as the Association shall determine; and

WHEREAS, Article II, §K (5) of the Master Deed provides, in part, that:

"...No animals, livestock or poultry shall be kept anywhere within the Roper Estates Condominium Association except that dogs and cats or other household pets may be kept in Units with prior written consent of the Board of Directors of the Association..."

WHEREAS, the Board of Directors of the Roper Estates Condominium Association desire to amend and/or create reasonable Rules and Regulations regarding the regulation and administration of the common area units on the property as well as create a fine system for violations of the same.

NOW THEREFORE, the Directors of the Roper Estates Condominium Association, acting pursuant to a duly authorized meeting and quorum as set forth in Article III of the By-Laws, do hereby amend the Administrative Rules and Regulations of the Roper Estates Condominium Association as follows:

- I. The Administrative Rule 12 regarding parking spaces and vehicular use is hereby deleted and the following Rule and Regulation is adopted and substituted in its place;

RULE 12 - PARKING AND REGULATION OF VEHICLES

- A. Each unit owner and/or tenant shall be entitled to one (1) parking space with said space being the space which is appurtenant to said unit.
- B. Any Unit Owner and/or Tenant must supply the Board of Directors with the following information:

1. The make, model, color, year and registration number of all permitted vehicles as set forth hereunder, either garaged and/or parked at the Roper Estates Condominium Association.
 2. This information shall be supplied to the Board of Directors within thirty (30) days from the date of this Rule and Regulation and thereafter, be provided to the Board upon any change of this information within thirty (30) days from the date of said change.
- C. All other parking spaces shall be declared as additional parking. Additional parking, for vehicles of Unit Owner's and/or tenants families and guests will be accommodated in areas to be designated and assigned by the Board of Directors.
- D. In order to request an additional parking space, all Unit Owners and/or Tenants must apply in writing to the Board of Directors, or its designated managing agent, servant and/or employee, for permission to have an additional parking space. The Board, in its sole discretion, may provide for an additional space. Notwithstanding anything hereunder, the permission to have an additional parking space is not a permanent grant of the same, and is not the grant of a license and/or easement. The Board, in its sole discretion, may change and/or alter the additional parking space, and may revoke its permission regarding the same. In the event of a change, alteration and/or revocation, the Unit Owner and/or Tenant shall be entitled to fourteen (14) days notice. Any vehicle blocking access to another owner's assigned parking space or garage may be subject to towing at the vehicle owner's expense and to such other fines and penalties as set forth in the Master Deed, By-Laws, Rules and Regulations or Amendments thereto as may be adopted.
- E. Any parking by a Unit Owner and/or Tenant, and/or guest in the parking spaces assigned for such other person as designated pursuant to section D above, shall be a violation of the Condominium Documents, and may subject the Unit Owner or Tenant to such penalties or fines permitted thereunder.
- F. Only registered private passenger vehicles shall be allowed to park in any of the parking spaces at said Condominium Association. Notwithstanding any of the provisions within the Condominium Documents, no unregistered, un-insured, or inoperable vehicle, no trailer, camper, house trailer, boat, recreation vehicle or equivalent shall be permitted to park on the premises of the Condominium Association.
- G. In addition to the restrictions set forth above, and notwithstanding any of the provisions within the Condominium Documents, no commercial vehicles shall be allowed on the premises with the exception of pickup trucks which have a registered weight less than eighteen hundred pounds, that bear no advertising signs and vans as set forth in section J below. Commercial vehicles except for the above limited exception, shall include but not be limited to; school buses, semi-trailer units, trucks, trailer combinations, tractors, trucks having a registered weight in excess of eighteen hundred pounds, all as defined in 540 CMR 2.07 (2), and any other vehicle requiring a Class 1 or 2 license for its operation pursuant to 540 CMR 2.07 (1), all "special purpose motor vehicles" as defined by M.G.L. c. 90, §7 (1), and any other vehicle not set forth herein which require a commercial license plate for its operation under any state law.

- H. No off road vehicles such as dirt bikes, snowmobiles and/or "all terrain" vehicles shall be operated upon any of the common areas and exclusive use areas of the Condominium Association.
- I. Notwithstanding anything hereunder, campers may be brought on the property for a reasonable period of time, not to exceed in all instances, three (3) hours, to allow for the loading and preparation of use of the same. The failure to remove a camper within the three (3) hours as set forth hereunder shall constitute a violation of the Rules and Regulations.
- J. Vans shall be allowed upon the condominium property only to the extent that they are registered private passenger vehicles in compliance with the provisions of the Condominium Documents and this Rule and Regulation. The Board of Directors are authorized to determine if said van is a registered private passenger vehicle in compliance with these Rules and Regulations and not a commercial vehicle. In determining this, the Board shall consider the following:
1. The size, length and type of van;
 2. The registered weight of said van; and
 3. The type of license required operating said van and the type of license required for said van.

The Board may, but is not required to, in addition to the above, review the use and purpose of said van. However, the applicant's subjective purpose for the use of said van shall not be considered a factor in determining whether said vehicle shall be allowed or not allowed on the property.

The intended purpose of this Rule and Regulation is to allow those vehicles which are, through their size, length and character; private passenger vehicles in compliance with the Condominium Documents and to prohibit those which are not.

- K. Any violation of any provisions of this Rule shall authorize the Board of Directors and/or its agents, servants and/or employees to secure the removal of said vehicle from the condominium property. Said removal shall be removed at the expense of the owner.
- L. These remedies shall be in addition to all other remedies provided in the Condominium Documents or By-Laws.
- M. No vehicle shall be allowed to park in any areas other than those designated by the Board as parking spaces. This shall include, but not be limited to the following:
1. Limited parking for guests is currently permitted on one (1) side of Heritage Drive. There shall be no parking on either side of Heritage Drive for a distance of three hundred (300) feet from its intersection with Pleasant Street (signs have been posted to indicate the prohibited areas).
 2. Overnight parking on the main roadway of Heritage Drive is prohibited.
- N. All vehicles must be removed from all common areas and/or exclusive use common areas during any snow plowing and/or clean up operations during and/or after a snowstorm. In order to facilitate this, the Club House parking lot will be plowed first, after which residents may park there during snow removal operations. This

Regulation shall not apply to the exclusive use area designated by the Master Deed. However, this area will only be plowed if it is clear of permitted vehicles hereunder.

- O. No Vehicle shall be allowed to park in or over walkways, grass, landscaped areas, fire lanes, hydrants, mailboxes and/or in such a manner so as to impede pedestrians or vehicles to travel or in such a manner as may be unsafe or impede access by emergency vehicles.
- P. The Board reserves the right to adopt and amend from time to time Rules and Regulations concerning the operation, use, maintenance, repair, improvement, replacement, alteration and administration of the common areas of the Association and in particular related to parking. Nothing hereunder shall limit the Board to adopt and amend reasonable Regulations thereto.

II. The Administrative Rule 5 regarding trash refuge and garbage is hereby deleted and the following Rule and Regulation is adopted and substituted in its place:

RULE 5 – TRASH REFUGE AND GARBAGE

- A. No one shall place trash or other refuse in the common areas, except in rubbish containers covered and secured at all times.
- B. Rubbish may be placed out for collection after 6:00 P.M. on the night prior to collection.
- C. With the exception stated hereunder, all rubbish containers must be kept inside units.

III. The following Rule and Regulation is hereby adopted as Administrative Rule 22:

RULE 22 – USE OF CLUB HOUSE

- A. The Club House shall not be used for any commercial venture.
- B. Permission to use the Club House must be made by written request at least three (3) weeks in advance, to the Board of Directors, through its managing agent, stating the desired use, times and number of people.
- C. In order to use the Club House there must be no outstanding and/or current violations of the Condominium Documents and the Rules and Regulations as they may be amended and all condominium fees, fines, etc., must be paid in full.
- D. After the completion of use of the Club House, all trash must be removed from the premises and the same restored to its condition prior to the use.
- E. The use of the Club House for functions is restricted to residents only. No resident and/or guest may use the pool area during a Club House function during pool season.
- F. An administrative charge of Twenty Five and 00/100 Dollars (\$25.00) must be paid along with the written application for request for the use of the Club House. This is a non-refundable fee for the use of the same. However, the Unit Owner shall be responsible for any and all damage to the Club House and/or other common areas as a result of the use of the Club House and shall indemnify and hold the Condominium Association, its Directors, agents, servants and/or employees harmless from any damage to either person and/or property.

- IV. The Administrative Rule 11 regarding household pets is hereby deleted and the following Rule and Regulation is adopted and substituted in its place:

RULE 11 – PROHIBITION OF ANIMALS

- A. As of the date of the adoption of this Rule and Regulation, no animal shall be allowed to be maintained in any unit and/or on the common areas of the Condominium Association without compliance with this Rule.
- B. Domestic house cats or birds shall be permitted to be maintained in units, so long as the following conditions are met:
1. The prior written approval shall be obtained from the Board of Directors;
 2. The same must be maintained solely in the individual unit; and
 3. Such cats and/or birds shall:
 - a. Not exceed such number and kind as to interfere with the quiet enjoyment of the Condominium by its residents;
 - b. Shall not be allowed upon the common areas unless restrained by a leash, transport box or cage; and in no event upon the land portion of the property save for transit there across and shall not urinate and/or defecate in any common areas. Further, said cat and/or bird shall not be left outside and/or on the deck unattended; and
 - c. Each unit owner keeping such cat and/or bird who violates any of the above conditions or permits any damage to or soiling of any of the common areas or permits any nuisance or unreasonable disturbance or noise shall:
 1. Be assessed by the Directors for the cost of the repair of such damage or cleaning or elimination of such nuisance; and/or
 2. Be required by the Directors to permanently remove such cat and/or bird from the Condominium upon five (5) days written notice from the Directors.
- C. Dogs shall be allowed to be maintained in units only as follows:
1. Any Unit Owner, who has a dog at the Roper Estates Condominium and who complies with the procedures hereinafter set forth may keep said dog in his/her unit during and for the life of said dog.
 2. Any Unit Owner having a dog who desires to maintain said dog at the Roper Estates Condominium shall on or before fifteen (15) days after the adoption of this Rule and Regulation, and/or prior to the maintenance of said dog in any said unit, whichever shall occur first, undertake the following actions:
 - a. Obtain the prior written approval of the Board of Directors;
 - b. Provide proof of ownership of such dog with said proof of ownership to consist of the following types of documents including but not limited to, a bill of sale, purchase receipt, veterinary billing, or such other evidence as may be acceptable to the Directors; and

- c. Provide proof of compliance with all necessary licensing and/or vaccination of said dog in accordance with Town and/or State laws where applicable.
 3. The Unit Owner shall additionally agree to the following terms and conditions:
 - a. At all times such dog is outside the subject unit and upon the common areas of the Condominium, such dog shall be either leashed, carried or otherwise restrained and further, said dog is not to be left outside and/or on the deck unattended;
 - b. Such dog shall not urinate and/or defecate in the common areas of the Condominium Association. Any defecation would be cleaned up and disposed;
 - c. Any and all damage to the common areas by such dog shall be promptly repaired, cleaned, etc. by the Unit Owner of such dog;
 - d. Provide the Association on a yearly basis with proof of any and all necessary updates regarding licensing and/or vaccination as set for herein;
 - e. The care and maintenance of said dog shall be in compliance with any and all other municipal and/or state statutes and/or by-laws; and
 - f. Any dog which creates an annoyance, disturbance and/or nuisance to the occupants of the Condominium as determined under the sole discretion of the Board of Directors, shall upon written notice, be remove from the Condominium within five (5) days of such notice.
 4. No animals or pets other than those provided in this Rule and Regulation shall under any circumstances, be allowed in the units and/or common areas of the Roper Estates Condominium. This shall include but not be limited to reptiles, livestock, fowl and/or poultry of any kind.
 5. The Unit Owner, who desires to have a permitted animal hereunder, will also be required to execute an Agreement, which will set further limits and conditions upon said unit owner. A copy of this Agreement is attached hereto as Exhibit "A". The Board, in addition to any and all powers under the By-Laws, shall have the authority to request a bond in an amount not to exceed Five Hundred and 00/100 Dollars (\$500.00) with said amount being determined in the sole discretion of the Board of Directors.
 6. For purposes hereof, a Lessee and/or Tenant shall be deemed a Unit Owner.
 7. Any violation of this section in addition to the above remedies shall subject the Unit Owner and/or tenants to the fines set forth in the Master Deed, By-Laws and/or Rules and Regulations, as amended. Any and all remedies hereunder shall be cumulative.
- D. In the event that any of these Rules and Regulations shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total unenforceability of such provisions shall not effect in any

manner, the validity, enforceability or effect of the remainder of these Amendments; and in such event, all the provisions of these Amendments shall continue in full force and effect as if such invalid provisions had never been included herein.

V. The following Rule and Regulation is hereby adopted as Administrative Rule 23:

RULE 23 – VIOLATIONS/FINES

The violation of any Rule and Regulation adopted by the Board, or the breach of any of the By-Laws, or the breach of any provision of the Master Deed or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights set forth in said Documents, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach. The Board shall have the additional power to levy fines against Unit Owners for such violations. Each fine shall be in the amount of Ten and 00/100 Dollars (\$10.00), with each day that a violation continues considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were common area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Directors shall have the power to require such Unit Owner to post a bond or other security as they deem appropriate to provide for adherence to the Condominium Documents as they may be amended. In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action including but not limited to reasonable attorney's fees. The term "Unit Owner" shall, for purposes of this Rule and Regulation, include lessees, tenants, occupants, guests, etc. A Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision.

Failure to pay condominium fees shall, in addition to all remedies under the Master Deed, By-Laws and the Rules and Regulations, be a violation of the Rules and Regulations which shall subject the Unit Owner to a fine of Ten and 00/100 Dollars (\$10.00) for each violation. This fine shall be in addition to any and all charges, which are assessed by the Board of Directors pursuant to the Condominium Documents including interest, attorney's fees and any other costs of collection. Notwithstanding any designation on checks and/or other instruments and/or correspondence, any funds received will be applied first to past due interest, fines, attorney's fees and special assessments.

The unit owner and all mortgagee(s), in addition to the above, shall comply with all notice provisions pursuant to Chapter 400 of the Acts of 1992. The failure to comply shall result in the fines set forth hereunder. The Board shall additionally have the right to secure said information and assess the applicable party the costs of the same.

VI. The following Rule and Regulation is hereby adopted as Administrative Rule 24:

RULE 24 – POOLS

Copies of the current Pool Rules are attached hereto as Exhibit "B".

All remedies hereunder shall be cumulative.

In all other respects, the Rules and Regulations of the Roper Estates Condominium Association are hereby ratified and affirmed.

IN WITNESS WHEREOF, the following is adopted by the Board of Directors this _____ day of _____, 1993.

The Board of Directors of the Roper Estates Condominium Association,

Director and not individually

Director and not individually

Director and not individually

Director and not individually

Director and not individually

Director and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

_____, 1993

Then personally appeared the above named _____ as they are the duly authorized Board of Directors of the Roper Estates Condominium Association, and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission Expires

EXHIBIT "A"

REVOCABLE AGREEMENT: PERMISSION TO MAINTAIN A PET
ROPER ESTATES CONDOMINIUM ASSOCIATION

This Revocable Agreement is entered into this ____ day of _____, 1993 by and between the Board of Directors of the Roper Estates Condominium Association (hereinafter referred to as "Directors") by and for said Association and Trust, and _____ (hereinafter referred to as "Unit Owner").

WHEREAS, The Roper Estates Condominium Association is a Condominium created under a Master Deed dated _____ and recorded with the Middlesex North Registry of Deeds at Book _____, Page _____; and

WHEREAS, the By-Laws for said Association is dated _____ and recorded at Book _____, Page _____ with the above said Registry of Deeds; and

WHEREAS, The Board of Directors has adopted Rules and Regulations dealing with animals and fines, a copy of which is attached hereto; and

WHEREAS, the Unit Owner has requested the permission to maintain a _____ upon the premises, with the description for said _____ more particularly described in Exhibit "1" attached hereto.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and for further consideration of the forbearance of litigation and for other good and mutually valid consideration the parties agree as follows:

1. The Board of Directors shall allow the Unit Owner to maintain the _____ upon the premises pursuant to and conditioned upon this Agreement and Exhibit "1" hereto.
2. The Unit Owner will be required to provide the following for said _____; (a) ownership papers, (b) current license, and (c) vaccination certificate. The Unit Owner agrees to comply with all local and/or state requirements regarding licensing and/or vaccination of the _____. Said compliance shall include delivering to the Directors the current records regarding (a), (b) and (c) above, and thereafter records regarding (b) and (c), on a yearly basis. In regards to (b) and (c), said records shall be delivered to the Directors within thirty (30) days of compliance with all municipal and/or state requirements. Finally, the Unit Owner agrees to comply with local and/or state requirements within any and all applicable time periods provided by said municipality, etc. The failure to comply with this section shall be a default of this Agreement.
3. The execution of this Agreement shall constitute a certification to the Board of Directors that this is the only _____ which the Unit Owner shall maintain in the unit.
4. The Unit Owner specifically agrees that this will be the only _____ maintained on the premises and that upon its demise; the _____ will not be replaced unless there has been compliance with the Condominium Documents.
5. The Unit Owner further agrees not to maintain any additional _____ in said unit without the permission of the Board and compliance with the Condominium Documents.
6. The Unit Owner agrees and recognizes the validity of the Master Deed, By-Laws and Rules and Regulations of the Roper Estates Condominium Association and in particular, but not limited to, the provisions cited hereunder.

7. The violation of any terms of the Condominium Documents, as amended, along with any terms of this Agreement, shall constitute a default of this Agreement.
8. Finally, the Unit Owner agrees that:
- A. _____ will be liable for any damage caused by said _____, whether to property and/or to individual (s), and shall indemnify and hold the Directors harmless from any Judgment received as a result of the same as well as any costs to defend any said matter including attorney's fees, etc.; and
- B. In addition to the provisions set forth in the Condominium Documents, the Unit Owner agrees that the _____ is to remain within the confines of Unit _____ at all times except when it is going to and from the unit, at which time it will be restrained on a leash. The _____ is not to run loose on the grounds or be tied up on a leash/rope at either the front or back of the unit. The _____ is not to be left outside and/or on the deck unattended (i.e., while the Unit Owner is at work or out of the unit). The _____ may only be outside and/or on the deck when accompanied by the Unit Owner. The _____ is not to urinate and/or defecate on the common areas of the Condominium Association. Any defecation will be cleaned up and disposed.
9. The Unit Owner acknowledges that the compliance with these documents and provisions are of paramount importance to the Trust. In this regard, the Unit Owner understands that any invitees, guests, and friends of the Unit Owner, along with the Unit Owner, and any Lessee (s) thereto, are bound by the terms and conditions of all Condominium Documents and Rules and Regulations, as they may be amended, and that the Unit Owner and any Lessee (s) as well as any invitees, guests and/or friends are jointly and severally responsible for any breach by any said individual or entity of any provision of the Condominium Documents and Rules and Regulations as they may be amended.
10. In the event of a default of this Agreement, the Unit Owner shall be entitled to a notice of a default hereunder. Said notice shall be in writing, delivered at the address provided hereunder and will provide the opportunity for the Unit Owner to request a hearing regarding said default so long as said request is in writing and is received within seven (7) days from the receipt of the notice of default.
11. The Unit Owner agrees and acknowledges that if the Unit Owner is determined to be in default after hearing by said Directors, the Directors shall be entitled to institute and maintain any appropriate proceedings to enforce this Agreement along with the provisions of the Master Deed, By-Laws and Rules and Regulations including an action for specific performance and/or an injunction.
12. The Unit Owner specifically acknowledges that the remedy in the form of money damages for any breach of this Agreement may be inadequate, and, that in addition to any such remedy for the default and breach of this Agreement, the Directors shall be entitled to institute and maintain an action for specific performance and/or injunction.
13. The Unit Owner understands and agrees that in any action brought to enforce this Agreement and to seek damages thereto, the Unit Owner will be responsible for, in addition to any of the above, all costs incurred by the Board of Directors to enforce this Agreement including reasonable attorney's fees, witness fees, sheriff fees and court filing costs.
14. The Unit Owner agrees that in the event of a default of any term of this Agreement, the Unit Owner, in addition to any remedies hereunder, shall be liable in the amount of Twenty Five and 00/100 Dollars (\$25.00) per day for each day the dog remains in the premises, after a finding of default by the Trust with each day constituting a separate and independent violation. The fines regarding this shall be suspended if the Unit Owner requests a hearing hereunder and said period

for said fines hereunder shall commence thereafter from the time the Board reaches a decision after a hearing hereunder. In the event of any proceeding hereunder, the Unit Owner agrees that she shall be responsible for the Trust's costs in regard to the same including reasonable attorney's fees, witness fees, sheriff fees and court filing costs.

15. All remedies hereunder are cumulative.
16. The Unit Owner, in order to secure this Agreement, will place a bond in the amount of _____ and 00/100 Dollars (\$_____) to bind _____ compliance with this Agreement. Said bond shall be in the form of a check made payable to the Roper Estates Condominium Association and shall be placed in a savings account with the Trust as beneficiary thereto. Said amount shall be payable upon the execution of this Agreement. The account shall accumulate all interest on said funds which shall be utilized pursuant to this Agreement. In the event of a default hereunder, after all hearings in regard to the same, the Directors shall be entitled to pay said bond monies over to the Trust to commence enforcement of this Agreement. The Directors may seek funds in addition to the funds secured by the bond hereunder as damages for breach of this Agreement and are in no way limited by the payment of said funds to the remedies set forth hereunder. The Unit Owner agrees to provide the Association with _____ social security number for purposes of opening the above account.
17. The parties agree that the terms of this Agreement shall be controlled by the Laws of Massachusetts and that the jurisdiction for the enforcement of any terms of this contract or breach thereof shall reside solely in the Massachusetts State Court system.
18. This Agreement shall be binding upon the heirs and assigns of the Unit Owner and upon subsequent Directors of the Roper Estates Condominium Association.
19. The invalidity of any section or provision of this Agreement shall not invalidate any other section or provision thereof.
20. This Agreement shall take effect as a sealed instrument.
21. This Agreement and the rights contained hereunder are not assignable.
22. The parties agree to comply with the additional terms and conditions set forth in Exhibit "2" attached hereto.
23. Notwithstanding anything hereunder, the Directors reserve the sole right to bring an action to enforce the Condominium Documents without compliance with this Agreement in the event of a violation of said Condominium Documents and/or this Agreement which constitutes a nuisance or a threat to the health, safety and general well being of Unit Owners, their tenants, etc. and/or common areas of the Association. The commencement of any said action shall not waive and/or relinquish any rights of the Directors to collect all fines and costs associated with the violation of this Agreement and the Unit Owner shall remain bound by the same.

Roper Estates Condominium Association

Windows, Sliders, Entry Doors, Garage Doors Replacement Policy

The Roper Estates Condominium Association is a condominium community governed by an elected Board of Directors, which consists of homeowners at Roper Estates.

One of the primary responsibilities of the Board members is to enforce and abide by the condominium governing documents commonly referred to as covenants, by-laws, master deed, and rules and regulations.

The rules and regulations specifically state changes affecting the appearance of the exterior of the buildings shall be made with the consent of the Board of Directors for Roper Estates Condominiums. **All requests must be in writing.**

Double-hung windows, bay window, sliders and doors are to be identical in style, fit and form of the ones removed, including the surface area surrounding the rough opening is not to be disturbed or changed.

All windows and sliders require the correct side grids. (NO EXCEPTIONS).

The following are the specs for window inserts:

Bay Windows:	5 panes across	4 panes down
Small Windows:	2 panes across	4 panes down
Upstairs Windows:	3 panes across	4 panes down
Kitchen Windows:	2 panes across	3 panes down

Finally, all planned changes must be submitted in writing to the Roper Estates Condominium Association, c/o Property Management of Andover, for approval prior to starting on any work that will affect the exterior appearance of the building.

Non-compliance with the above guidelines could result in requesting removal of the newly installed unapproved windows, and doors including enforcing homeowners to replace missing or incorrect grid sizes in the windows.

The Board of Directors for Roper Estates Condominium Association

ROPER ESTATES CONDOMINIUM ASSOCIATION

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

Date: _____

The Undersigned do hereby acknowledge receipt of the Rules and Regulations which govern Roper Estates Condominium Association and agree to abide by the same.

New Unit Owner

Unit Number

New Unit Owner

Please return to:

Property Management of Andover
P.O. Box 488
Andover, MA 01810

ROPER ESTATES CONDOMINIUM ASSOCIATION
Property Management of Andover
P.O. Box 488
Andover, MA 01810

TO: Homeowners/Residents
FR: Jim Toscano, Property Management of Andover
RE: E-Mail Communications

As you may or may not be aware, Property Management of Andover now has the ability to distribute communications to owners and residents via email. The distributions can include general announcements, newsletters and other important information related to your condominium community.

Communicating in this manner will save the condominium community a substantial amount of money related to postage, paper and stationery costs. You will receive your communication in a very timely manner as well.

By electing to receive your communication via email, you will be helping your community go **GREEN!**

If you are interested in receiving your communication via email, please complete the form below and return it to Property Management of Andover at your earliest convenience.

Although you may have already enrolled in our email communication program, we will need you to complete this form due to changes in the email choices.

Thank you!

PLEASE PRINT CLEARLY!

Condominium Name: _____

Name: _____ Unit #: _____

Check One: Are you the: Owner _____ Tenant _____

Primary E-Mail Address: _____

Phone Number: _____

I wish to receive the following communications via email (check all that apply):

- _____ General Mailings/Newsletters
_____ Letters/Notices (specific to your home)
_____ Bills/Statements

Signature (Required): _____ Date: _____

* Please note that if you wish to stop receiving email communication as indicated above, you must notify us in writing (via email or US Mail). In addition, you are responsible to advise us (in writing) of any changes to your email address.

**UNIT INFORMATION REQUIRED PURSUANT TO
STATUTES, COMM. OF MA ch. 400**

**ROPER ESTATES CONDOMINIUM ASSOCIATION
RESIDENT/HOMEOWNER(S) DATA SHEET**

*In an effort to verify our files, we ask that you complete the form below. Please clearly include **phone numbers** and **e-mail addresses** as they are important should an emergency occur and we need to contact you.*

Thank you.

Name: _____ Date _____

Unit Address: _____

Your Mailing Address: _____

(if Different)

Home Phone Number: _____ Work Number: _____

Cell Phone Number: _____ E-Mail: _____

Are you residing in the unit? _____ Number of Residents: _____

Are you renting out your unit? _____

If so, list name(s) of all tenant(s) _____

Phone number(s) of tenant(s) _____

Vehicle Registration(s):

Auto #1: Registration #: _____

Make/Model/Year/Color _____

Auto #2: Registration #: _____

Make/Model/Year/Color _____

If permitted at your Association, please provide your pet information (restrictions may apply):

Do you have any pets? _____ How many? _____

If so, provide Breed/Weight/Name? _____

If applicable, list names as you would like them to appear in foyer/mailbox area:

Additional Notes/Comments: _____

**Please return this completed form to Property Management of Andover via US Mail
(P.O. Box 488, Andover, MA 01810) or facsimile (978-686-4664).**