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Residences at Cape Ann Heights Lease, Let, Rental, or License Rules


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CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES OF RESIDENCES AT CAPE ANN HEIGHTS CONDOMINIUM ASSOCIATION

This Certificate of Vote and Resolution is made this 24 day of April, 2010, by the Board of Trustees of the Residences at Cape Ann Heights Condominium Association.

WHEREAS, Article XV of the Declaration of Trust and By-Laws authorizes the Board of Trustees to adopt Rules and Regulations in order to provide for the congenial occupancy of the Residences at Cape Ann Heights Condominium Association and for the protection of the values of the Units and to reasonably regulate activities within those portions of the Common Elements accessible to the public (including provision for the periodic exclusion of members of the public from such portions of the Common Elements to prevent the establishment of any prescriptive rights therein), the Board may, from time to time, adopt and amend the Rules and Regulations. The Board shall have the power to levy fines against the Unit Owners for violations of the Rules and Regulations and other Residences at Cape Ann Heights Condominium Association Documents by a Unit Owner (or any occupant or invitee of such Unit Owner); and

WHEREAS, the original Master Deed and Declaration of Trust dated April 26, 2005 and recorded in Essex South Registry of Deeds in Book 24237, Page 280, as amended by a First Amendment to the Master Deed of the Residences at Cape Ann Heights Condominium Association dated July 12, 2005 and recorded in the Registry in Book 24559 at Page 449, and dated April 26, 2005, recorder on April 29, 2005 recorded in the Registry in Book 24237, Page 305 respectively; and

WHEREAS, the Master Deed and Declaration of Trust of said Residences at Cape Ann Heights Condominium Association as well as Chapter 400 of the Acts of 1992, authorize the Board of Trustees to, levy reasonable fines against unit owners and/or tenants for violations of the Condominium Documents and/or Rules and Regulations; and

WHEREAS, the Board of Trustees of the Residences at Cape Ann Heights Condominium Association desire to create reasonable Rules and Regulations relative to leasing, letting, renting or licensing of units.

NOW THEREFORE, the Trustees of the Residences at Cape Ann Heights Condominium Association, acting pursuant to the authorities contained in Article III of the Declaration of Trust and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby promulgate the following Administrative Rules and Regulations of the Residences at Cape Ann Heights Condominium Association:

- I. The following Rule is hereby adopted by the Board of Trustees relative to lease, let, rental or license of units:

RULE – LEASE, LET, RENTAL or LICENCE

No Unit Owner may rent, let, lease or license his or her unit without compliance with the following conditions and the Board has given its written consent, and not otherwise.

1. Except with the prior written approval, of the Board of Trustees, along with compliance of the sections that follow, no condominium units shall be rented, letted, leased or licensed for use or occupancy by others than the owners thereof (hereinafter referred to as either "leased", "letted", "rented", "licensed" and/or "occupied");
2. No Unit may be leased, letted, rented or licensed without prior written consent of the Board, in compliance with this provision; and
3. In addition to all requirements hereunder, the Unit Owner's lease, let, license, occupancy or rental agreement must comply with the following conditions:
 - a. Be in writing and apply to the entire unit, and not merely a portion thereof;
 - b. Restrictions.

1. Uses.

Units may be occupied only by members of a single housekeeping unit used only for residential purposes, except as specifically provided herein. Occupancy of a Unit shall be limited to two (2) persons for each bedroom contained therein except for temporary non-paying guests. Notwithstanding the foregoing, a Unit may also be used as an office provided that (i) such office is accessory to residential use in such Unit, (ii) such accessory office use is permitted under applicable Legal Requirements, (iii) there are no persons working in such office other than the residents of such Unit, (iv) no clients or business invitees are permitted in such Unit and (v) no sign shall be permitted in connection therewith.

2. Rental.

Units may be rented for the purposes set forth above provided that (i) no Unit may be leased for a period of less than two (2) months and not more than two leases shall be permitted in any twelve (12) month period, (ii) no lease may be entered into with respect to only a portion of a Unit, (iii) no tenant shall have the right of subletting or assignment, (iv) all leases shall be on a standard form approved by the Board, (v) all leases shall be

expressly subject to restrictions in this Master Deed, Residences Declaration of Trust, and the Rules and Regulations and shall provide that the same may be terminated by the Board in the event of a material violation thereof and (vi) no lease shall be entered into without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. Any request for consent shall be accompanied by the completed application of the tenant on a standard form adopted by the Board. The Board shall act on any such request within fifteen days after receipt of a completed application.

- c. Expressly provide that the lease, let, rental or license or occupancy agreement shall be subject in every respect to the Master Deed and Declaration of Trust, as the same have been amended most recently prior to the execution of the lease, let, rental or license, or occupancy agreement;
- d. Expressly provide that the lease, let, rental or license or occupancy agreement shall be subject in every respect to all federal, state and local laws, statutes, rules and , regulations, etc.,as the same may be amended;
- e. Comply in all respects with Chapter 400 of the Acts of 1992 along with M.G.L.c.183A as it maybe amended; and
- f. Contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

1. "LESSEE ACKNOWLEDGES BY HIS/HER EXECUTION OF THE LEASE, LET, RENTAL OR LICENSE HERewith THAT HE/SHE HAS RECEIVED AND/OR REVIEWED A COPY OF THE MASTER DEED AND DECLARATION OF TRUST OF THE RESIDENCES AT CAPE ANN HEIGHTS CONDOMINIUM ASSOCIATION, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HERewith."
2. "LESSEE AGREES THAT HE/SHE WILL NOT VIOLATE THE PROVISIONS OF ANY SAID DOCUMENTS AND, TAKE HIS/HER LEASE, LET, RENTAL OR LICENSE SUBJECT TO ALL OF THE REQUIREMENTS OF THE

AFOREMENTIONED DOCUMENTS, NOTWITHSTANDING ANY PROVISIONS FOUND IN THIS LEASE, LET, RENTAL OR LICENSE AND THAT IN THE EVENT OF A CONFLICT BETWEEN THE LEASE, LET, RENTAL OR LICENSE AND THE RIGHTS GRANTED THEREUNDER, AND THE CONDOMINIUM DOCUMENTS (I.E. MASTER DEED AND DECLARATION OF TRUST, AND ANY AMENDMENTS THERETO) THAT SAID CONDOMINIUM DOCUMENTS WILL BE THE CONTROLLING SOURCE OF THE OBLIGATIONS CONTAINED HEREUNDER."

3. "LESSEE ACKNOWLEDGES THAT HE/SHE WILL BE JOINTLY AND SEVERALLY LIABLE WITH THE UNIT OWNER FOR ANY VIOLATION OF THE CONDOMINIUM DOCUMENTS AND THAT IN THE EVENT OF A VIOLATION OF THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS THAT ANY LEASE, LET, RENTAL OR LICENSE HEREUNDER MAY BE TERMINATED, AT THE SOLE DISCRETION OF THE BOARD OF TRUSTEES, ALL IN CONFORMITY WITH THE CONDOMINIUM DOCUMENTS AND MASSACHUSETTS GENERAL LAWS."

4. "SAID TERMINATION BY THE BOARD OF TRUSTEES SHALL NOT RELIEVE THE UNIT OWNER AND/OR LESSEE OF ANY LIABILITY WHICH SAID UNIT OWNER AND/OR LESSEE MAY HAVE TO THE RESIDENCE AT CAPE ANN HEIGHTS CONDOMINIUM ASSOCIATION, NOR RELIEVE THE UNIT OWNER AND/OR LESSEE FROM ANY DAMAGE DUE TO THE RESIDENCE AT CAPE

ANN HEIGHTS CONDOMINIUM ASSOCIATION AND ALL APPLICABLE FINES, ATTORNEY'S FEES AND COSTS AS SET FORTH IN THE CONDOMINIUM DOCUMENTS."

5. "LESSEE FURTHER ACKNOWLEDGES THAT THE RESIDENCE AT CAPE ANN HEIGHTS CONDOMINIUM ASSOCIATION, PURSUANT TO THE CONDOMINIUM DOCUMENTS, WILL HAVE THE RIGHT TO ENTER THE UNIT AS MAY BE PROVIDED WITHIN SAID DOCUMENTS.

DEFAULT

1. The execution of any lease, let, rental agreement and/or license agreement, and the rental of any units thereto without strict compliance with this section shall render said lease, let, rental or license voidable and subject the unit owner and tenant to the fines set forth in the Condominium Documents with each day constituting a separate and independent offense.
2. The provisions of this section and any Rules and Regulations adopted thereunder shall take precedence over any other section in the lease, let, rental or license or occupancy agreement.
3. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that the Trustees, and/or their agents, servants, and/or employees shall not bear any personal or individual responsibility with respect to said lease, let, rental or license or occupancy agreement.
4. Any failure by the tenant to comply in all respects with the provisions of the Master Deed and Declaration of Trust shall constitute a material default in the lease, let, rental or license (occupancy agreement), and in the event of such default, the Trustees shall have the following right and remedies against both the unit owner and tenant, in addition to all other rights and remedies which the Board of Trustees and unit owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Board of Trustees and the unit owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive.
 - a. The Board of Trustees shall have the right to levy fines against the owner and tenant of the affected unit in accordance with the provisions of the Condominium Documents. Further, the Trustees shall have any and all other rights under the condominium Documents, at law and/or under the Rules and Regulations as they

may be amended, including, but not limited to, bringing actions in the applicable Court to require the unit owner to commence an eviction action and to seek an injunction prohibiting any conduct which violates the above.

- b. All of the expenses of the Board of Trustees in giving notices and maintaining and pursuing actions and holding hearings hereto shall be entirely at the expense of the tenant and/or unit owner of the affected unit and they will be jointly and severally responsible for the same, and such costs and expenses may be enforced and collected against the unit owner and unit as if the same were common expenses owed by the unit or unit owner and shall constitute and be lien upon the premises pursuant to M.G.L.c.183A and subject to the rights and enforcement and remedies thereto.
- c. The unit owner shall, at his or her expense, and upon his or her initiative, inform all agents, servants and/or employees of the provisions of this section and shall at his or her expense and upon his or her own initiative, furnish copies of the Condominium Documents to the tenant, and cause the lease, let, rental or license or occupancy agreement to be prepared in conformity with the provisions of this section.
- d. A true copy of the lease, let, rental or license or occupancy agreement shall be delivered to the Board of Trustees of the Residences at Cape Ann Heights Condominium Association forthwith upon its execution.
- e. The provisions of this section shall take precedence over any other section in the lease, let, rental or license or occupancy agreement.
- f. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that the Board of Trustees of the Residences at Cape Ann Heights Condominium Association and/or their agents, servants and/or employees shall not bear any personal or individual responsibility with respect to said lease, let, rental or license or occupancy agreement.
- g. Every lease, let, rental or license or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section and every lease, let, rental or license or occupancy agreement shall be deemed to include all of the provisions of this section.

h. Every lease, let, rental or license or occupancy agreement shall provide the following information:

1. The name and telephone number of the individual who shall oversee the maintenance and repair of said unit.
2. The name and telephone number of the individual and/or entity that are responsible for the maintenance and repair of the common area. The Lessor must provide the applicable party with any change in the information.
3. The name(s) of any tenant(s) or occupant(s) of the unit, other than visitors less than thirty (30) days.

NON-DISCRIMINATION

1. Notwithstanding anything to the contrary herein, no part of these Rules and Regulations now or hereafter adopted or Promulgated (including but not limited to the provisions of this section) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, let, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by any reason of the fact that children will occupy such unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

APPROVAL OF LESSEE BY BOARD

1. No unit may be leased, letted, rented or licensed without the prior written consent of the Board of Trustees of the Residences at Cape Ann Heights Condominium Association which may grant its consent to Unit Owners making written application therefore. The Board shall have fifteen (15) days to approve a lease, let, rental or license, said fifteen (15) days to commence after receipt of the proposed lease, let, rental or license application.
2. No unit owner may rent, let, lease or license his or he unit until the following requirements have been met, and the Board of Trustees has given its written consent and not otherwise.
 - a. The unit owner must provide the Board of Trustees with an executed lease, let, rental or license agreement in such form as may be acceptable to the Board as to both form and substance; and

5. The Board of Trustees, in review of a request for an approval of any lease, let, rental or license, occupancy agreement or renewal and/or extension, may consider the following factors in reviewing the application. These factors include, but are not limited to, the following:
 - a. Previous violations of the Condominium Documents including the Master Deed and Declaration of Trust, as they may be amended.
 - b. Complaints received by the Board of Trustees.
 - c. Action of the unit owner and/or tenant in response to previous violations and/or complaints.
 - d. The payment of Condominium fees by the unit owner; and
 - e. The payment of the tenant of Condominium fees if the Association has elected to receive an assignment thereto.
6. The unit owner, tenant and/or lessee specifically authorize the Board of Trustees of the Residences at Cape Ann Heights Condominium Association, if the unit owner is in arrears of his common area fees and/or any other sums owed to the Residences at Cape Ann Heights Condominium Association pursuant to the Condominium Documents, to elect to have the tenant pay to the Residences at Cape Ann Heights Condominium Association the rent due and owing the unit owner. Said tenant, upon the receipt of an assignment of rents from the Residences at Cape Ann Heights Condominium Association, will subsequently pay all rents to the Residences at Cape Ann Heights Condominium Association. This right is in addition to any rights which may exist as a matter of law.
7. The unit owner, its agents, servants and/or employees, specifically agree that they are prohibited from interfering with any assignment of rents hereunder. The failure of a tenant to pay rent to the Residences at Cape Ann Heights Condominium Association absent other legal defenses which said tenant may have against the unit owner shall constitute a default by the tenant and subject said tenant to eviction and removal by the Board of Trustees of the Residences at Cape Ann Heights Condominium Association pursuant to the other terms and conditions of these Rules and Regulations.
8. The Board of Trustees shall act within the time period as stated hereunder. Nevertheless, if the Board of Trustees does not act within said time periods, it shall be deemed a constructive approval for the permission to lease, let, rental or license said unit. Said constructive approval shall only apply to the specific lease, let, rental or license application and shall not constitute a waiver of the Board of Trustee's rights to review said tenant on renewals and/or any future applications. Wherever the Board of Trustees must act hereunder, the Board of Trustees must act in a reasonable fashion and/or manner.

MOVING POLICY

1. A move is defined as a delivery or removal of large household items which would not fit in a standard passenger automobile.
2. Move-ins or move-outs will only be allowed between the hours of 9:00 am and 5:00 pm seven days a week; and
3. A non-refundable move-in fee of **\$50** and move-out fee of **\$50** shall both be charged and paid to the Residences at Cape Ann Heights Condominium Association before the move-in takes place. The move-in and move-out fees apply to new owners as well as lessees and will be charged to title companies requesting payoff balances at the time of a change of ownership. The fees shall also be charged to owners if not paid by lessees at the time a lease, let, rental or license is filed with the Residences at Cape Ann Heights Condominium Association.
4. A non-refundable charge of **\$25** will be made for each name placed on the directory this applies to new owners as well as lessees. No unit owner or lessees may make changes to the directory.
5. Please make check payable to the Residences at Cape Ann Heights Condominium Association and submit with a copy of the executed lease, let, rental or license and non-refundable (**\$100**) move-in /move-out fee. Please add **\$25** non-refundable charge for each name to be placed on the directory.
6. The unit owner and tenant shall be jointly and severally liable for all damages that occur during the move in and/or move out.
7. The building shall be inspected by the Residences at Cape Ann Heights Condominium Association prior to the move and after completion of the move the building shall again be inspected by the Residences at Cape Ann Heights Condominium Association.
8. Prior to moving, the following items must, be supplied to the Residences at Cape Ann Heights Condominium Association and/or its property management company:
 - a. Completed unit information for emergency purposes;
 - b. Copies of the executed lease, let, rental or license in the case of a rental. All such lease, let, rental or licenses must comply with the provisions of the Condominium Documents, including, but not limited to this Section, as amended.
 - c. Administrative fee for move; and
 - d. Any other forms adopted by the Board of Trustees pursuant to the Condominium Documents, as amended.

- e. The Residences at Cape Ann Heights Condominium Association shall be notified by unit owner no less than 48 hours prior to the move date and time by calling the hotline at 978-289-5070. Please leave a message of the date and time of the move and unit number.

SEVERABILITY

1. In the event that any provision of this section shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner the validity, enforceability or effect of the remainder of this section and any license to lease, let, rental or license units thereunder; and, in such events all the provisions of this section shall continue in full force and effect as if such invalid provision had never been included herein.

GRACE PERIOD

1. The Rules and Regulations hereunder will go into effect on 1 day of July, 2010. Any Unit Owners that have leased, letted, rented or licensed prior to 1 day of July, 2010 have until 1 day of August, 2010 to submit there a copy of a signed lease, let, rental or license agreement (current lease, let, rental or license) to the Residences At Cape Ann Heights Condominium Association, 618 The Heights at Cape Ann, Gloucester, MA, 01930. All current lease, let, rental or license will be honored for the term of the lease, let, rental or license, but not for more then one year.

FINES

Any unit owner that is not in compliance with Rules and Regulations hereunder and is in violation of this section shall at the election of the Board of Trustees of the Residences at Cape Ann Heights Condominium Association be fined at a rate of \$10 per day. All remedies here under shall be cumulative.

In all respects, the Rules and Regulations of the Residences at Cape Ann Heights Condominium Association are hereby ratified and affirmed.

	Print Name	Signature	Vote	Date
Trustee	<u>Edward Allamby</u>	<u>Edward Allamby</u>	<u>YES</u>	<u>4/24/10</u>
Trustee	<u>Paul H. Jones</u>	<u>Paul H. Jones</u>	<u>yes</u>	<u>4/24/10</u>
Trustee	<u>Richard Scaramozzi</u>	<u>Richard Scaramozzi</u>	<u>Yes</u>	<u>4/24/10</u>

	Print Name	Signature	Date
Witness	<u>John M. Twombly III</u>	<u>John M. Twombly III</u>	<u>4/24/10</u>

John M. Twombly III
 Notary Public
 My Commission Expires July 30, 2015
 Commonwealth of Massachusetts



John M. Twombly III
 Notary Public
 Commission expires July 30 2015
 4/24/10