

**CERTIFICATE OF VOTE AND RESOLUTION OF THE
BOARD OF TRUSTEES OF THE WASHINGTON PARK CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 17 day of April, 2024 by the Board of Trustees of the Washington Park Condominium Trust.

WHEREAS, the original Master Deed and Declaration of Trust of the Washington Park Condominium Trust are recorded with the Essex North Registry of Deeds at Book 1512, Page 37, and Book 1512, Page 64, respectively; and

WHEREAS, Article V, §5.6 of the Declaration of Trust and By-Laws authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the Unit Owners of their units and of the common areas and facilities; and

WHEREAS, the Board of Trustees of the Washington Park Condominium Trust desire to create reasonable Rules and Regulations.

NOW THEREFORE, the Trustees of the Washington Park Condominium Trust, acting pursuant to the authorities contained in Articles III and V 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 Washington Park Condominium Trust:

Any and all Rules and Regulations filed with the Essex North Registry of Deeds are, to the extent necessary, deleted in their entirety and replaced with the Rules and Regulations as follows.

**“WASHINGTON PARK CONDOMINIUM
RULES AND REGULATIONS**

1. **NO OBSTRUCTION OF COMMON AREAS:** Residents shall not cause obstruction of common areas and facilities (stairs, hallways, porches, patios, etc.). No personal articles (i.e. mail, shoes, clothing, etc.) or personal equipment (i.e. bicycles, skis, etc.) are allowed in the interior or exterior common areas, including the courtyards, patios and balconies. Installation of surveillance cameras in common areas is not allowed.
2. **LAUNDRY:** The laundry rooms are for the sole use of the Residents only. Residents are not allowed to have washers and dryers in their units. **Laundry room hours are from 8 a.m. until 9 p.m. including dryers.** No resident shall hang laundry, rugs, drapes and the like outside of a unit (i.e. hallways, porches, patio, balconies, decks, etc.). Please remove laundry promptly. No personal articles of any kind are to be stored in the laundry rooms. Maintenance personnel will dispose of any and all items left in the laundry room.

3. **PATIOS & BALCONIES:** The storage of equipment and storage containers of any kind is not permitted on the patios or balconies. No trash or debris may be left out at any time. The only items allowed are patio furniture and flowerpots.
4. **GRILLS:** All grills may only be used, kept, and stored in accordance with all local and state Fire Safety Laws, Regulations or Rules, and in accordance with the Master Insurance Policy.
 - a) Per the January 1, 2015 Massachusetts Comprehensive Fire Safety Code 527 CMR 1.00 a model code adopted from NFPA 1 2012 edition with Massachusetts amendments, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose **shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. of any structure, including stairs and decks.**
 - b) No hibachi, grill, or other similar devices used for cooking **shall be stored on a balcony.**
 - c) Charcoal grills are not allowed on the property except for the charcoal grills that are located behind the pool area.
5. **TRASH:** Trash must be deposited in plastic bags before it is brought to the dumpster. Dumpsters are for household trash only. No electronics, furniture, appliances, or construction debris can be put in the dumpster. No trash can be left on the patios or balconies under any circumstances. Violators will be fined (see rule 21 for fine details). For recycling information please refer to www.washingtonparkandover.com "Important information" link regarding ZERO-SORT RECYCLING. All boxes are to be broken down before being placed in the recycle dumpster.
6. **SHOPPING CARTS:** Shopping carts are not allowed on Washington Park Condominium property.
7. **SPEED LIMIT;** The speed limit on all driveways/roadways within the condominium complex shall be fifteen miles per hour (15 mph).
8. **MOTOR VEHICLES:** Unregistered or inoperative motor vehicles are not allowed on the property. All motor vehicles must comply with Massachusetts laws for operation while on Washington Park property. Violations will be reported to the Andover Police Department. Vehicles will be towed at the owner's expense. Vehicle information forms must be filled out for all vehicles and submitted to the Property Manager.
9. **COMMERCIAL AND RECREATIONAL VEHICLES:** Only vehicles that are the unit owner's personal vehicle and do not have any of the characteristics identified below are allowed to park overnight within the confines of Washington Park Condominium Property. Vehicles not allowed (and herein classified as "Commercial Vehicles") are identified as follows:
 - Vehicles that have tools and equipment on the exterior of the vehicle.
 - Vehicles that have a commercial plate.
 - Trucks larger than one ton.
 - Vehicles that contain advertising on its exterior.
 - Vehicles utilized primarily for the transportation of machinery and/or equipment.
 - Vehicles that have more than two (2) axles or dual wheels including but not limited to pick-up trucks, vans, trucks, wagons, buses, limousines or over-sized vehicles with one or more of the above

characteristics.

Commercial vehicles as described above cannot be parked overnight. If your vehicle is not removed from the property, the Board reserves the right to have the vehicle towed. No recreational vehicles (i.e. boats, campers, trailers, snowmobiles, non-passenger vans) are allowed overnight within the confines of Washington Park Condominium Property.

10. **CAR/MOTOR VEHICLE MAINTENANCE:** Motor vehicle maintenance, repairing or servicing or the washing of motor vehicles is strictly prohibited on the Condominium property.
11. **PARKING:** All motor vehicles must be parked appropriately in the lined-spaces provided, or be subject to towing. Handicap parking is the only designated space.
12. **WINTER SNOW REMOVAL:** During the winter snow removal, motor vehicles must be moved or be subject to towing and/or fined, in order to allow the snowplows to properly clean the parking spaces and driveways. If you are planning to be out of town, residents must make arrangements to have their vehicles moved in order to allow for proper snowplowing. Residents who may not be here during snow storms may also park their cars in the designated tow-free parking spaces across from Lexington House #30. See the SNOW REMOVAL POLICY for detailed information regarding snow removal and parking.
13. **LOCKS AND KEYS:** Unit owners will be charged a fee for any lost keys to common area doors to Andover, Bradford and Concord Houses. If you lock yourself out of your building or unit, it is the residents' responsibility to call a locksmith. Mailbox keys are the responsibility of the owner.
14. **NO OFFENSIVE ACTIVITY:** No activity shall be carried on within any unit, common area, or on the grounds, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner, family, servants, employees, agents, visitors or licensees shall make or permit any disturbing noises, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners.
15. **PROHIBITED OUTDOOR ACTIVITY:** Activities such as bicycle riding, roller-blading, skateboarding, ball-playing and street hockey are prohibited on the grounds and in the courtyards except in the designated "Recreational Area" located behind the pool which is fenced in for safety reasons.
16. **SMOKING:** Smoking or vaping is not permitted on the grounds or in the courtyards including the "limited common areas" such as the decks and patios and the "common areas" as the stairwells, laundry rooms and the pool, picnic area and tennis courts.
17. **EFFECT ON INSURANCE:** No resident shall use his/her unit in such a fashion as to cause a cancellation of or an increase in the cost of insurance maintained by Washington Park Condominium.
18. **STRUCTURAL AND/OR ARCHITECTURAL INTEGRITY OF THE BUILDINGS:** Nothing shall be done in any unit or in any common area or common facilities which will impair the structural integrity of the buildings, nor shall anything be done in or on said areas which would structurally change the building without the prior written approval from the Trustees on each

occasion.

- a) Repairs of the wall air-conditioners, windows, sliding glass doors, sliding screen doors are the responsibility of each unit owner. Please check architectural guidelines with the Property Manager prior to installing new windows and sliders.
- b) Window air-conditioners must be removed November 1st to April 1st of each year.
- c) Satellite dishes or antennas before being installed require an application for approval and installed according to the Antenna Restriction Resolution adopted by the Board on February 13, 2013 and filed with the Registry of Deeds.
- d) Temporary placement of a construction dumpster for use during renovations must be approved by property management prior to delivery to the property. Property management will agree to a timeframe the dumpster is allowed to remain on the property. If the dumpster is not removed at the agreed time frame, daily fines will be assessed to the unit owner. All debris from the renovation is to be placed in this dumpster. Nothing from a renovation is to be placed in the Washington Park trash dumpster. It is the sole responsibility of the unit owner to make sure the area around this dumpster is kept clean at all times.

19. UNIT RENTALS - TENANT OBLIGATIONS: Unit owners may not rent for transient purposes. Owners must register the tenants' names, contact information, vehicle information, and supply a copy of the lease agreement to the Property Manager within fifteen (15) days of occupancy. A move-in fee and move out fee will be charged to Unit owners each time an owner or tenant moves in or moves out of any unit in Washington Park. All fees are non-refundable and payable to Washington Park Condominiums. Unit owners are responsible for ensuring that tenants are compliant with all of Washington Park Condominium Policies, Rules, and Regulations.

20. PARKING OF MOVING TRUCK/VAN: A moving truck, van, or Pod cannot block any other parking space and/or vehicle parked in the lot for any amount of time, for any reason. Due to the limited space available at the property to park a moving truck, van, or Pod the Board of Trustees has directed Management to provide permission for the temporary parking of the truck, van or Pod.

Any unauthorized parking in any other areas may result in an additional fine. Any moving truck/van at the property must have a note posted at the loading doors of the vehicle identifying what Unit the move is taking place in. Someone must be available at all times to move the moving truck/van, if necessary. It is the Unit Owner's responsibility to report a move with Management. When you sell/rent your unit, please advise the new owner/renter about this policy, so they may comply with all of the above logistical stipulations.

21. VIOLATIONS AND FINES: The violation of any Rule and Regulation adopted by the Board, or the breach of the provisions of the Declaration of Trust, 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 and tenants for such violations. Unless otherwise stated in these Rules, each fine shall be in the amount stated in the chart below, with each day that a violation continues considered a separate violation. If the Rules provide for a different fine, said amount, as stated, shall be the applicable fine. 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 Trustees 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. In accord with M.G.L. c. 183A, §6(a)(ii), a unit owner shall be responsible for the misconduct of his family, tenants or invitees. A Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision. Pursuant to M.G.L. c. 183A, §6(a)(ii) any expense incurred by the Association as a result of misconduct shall be enforceable as a common expense assessment.

Receipt of the Rules and Regulations shall be considered as fair warning prior to issuance of fines. The fine structure is as follows:

<i>Violation</i>	<i>Fine</i>
Noise violations	\$100.00 per violation
Improper disposal of furniture, electronics, construction debris and items other than household trash in the dumpster.	\$100.00 + disposal costs.
Items left in common areas	\$50.00 + disposal fees.
Smoking rule violation	\$100.00 per violation.
Damage or vandalism of the common areas	\$500.00 + Repair/Replacement Costs.
Other Violations of Rules and Regulations	\$100.00 per violation.

- 22. **PEST CONTROL:** Unit owners will be responsible for pest control within his/her own unit. Common areas of the building will be handled by the Management.
- 23. **PETS:** No pets of any nature are allowed at any time in Washington Park Condominiums. Feeding of any wildlife along the property is prohibited. Bird feeders and bird baths are not allowed.
- 24. **SIGNS:** Unit owners may not display signs of any type, including "FOR SALE" or "FOR RENT" signs.
- 25. **POOL USE:** Please refer to the Pool Regulations that are attached separately. Pool Rules are also posted at www.washingtonparkandover.com "document archives" link.
- 26. **LATE CHARGES:** Pursuant to the powers granted the Trustees in Section 5.4.2 of the Washington Park Condominium Trust, any fees not received by the Trustees within fifteen (15) days after their due date shall be subject to a late charge per month on any unpaid amount until paid in full. Submission of delinquent accounts after ninety (90) days will be turned over to the attorney for collection at which time Attorney fees will be added. The monthly maintenance fee (aka condo fee) is due on the first of each month; other assessments, fines, etc. will be assigned due dates.
- 27. **ENFORCEMENT PROCESS:** The Trustees or their managing agent shall give written notice of any reported violation of the rules and regulations to the offending Unit Owner. If the violation is committed by a tenant, such notice shall be given to the Unit Owner. Any fines assessed shall be sent to the offending Unit Owner.

It shall be the Unit Owner's responsibility to insure that all fines are paid for his or her own violations,

as well as the violations by his or her tenants, guests, or invitees. Any fines that remain unpaid after fifteen days shall be assessed to the Unit Owner as a lien on his or her Unit.

The Trustees may, upon written request of a Unit Owner or tenant and in their sole discretion, reconsider and/or revoke any fines assessed. In no event, however, shall the Trustees be required to reconsider any decision by which a fine has been levied.

All costs incurred by the Trustees in collecting fines, fees and expenses (including but not limited to, reasonable attorney's fees) or otherwise enforcing the Rules and Regulations, shall be charged to the applicable Unit Owner and shall constitute a lien on his or her Unit together with the amount of such fines.

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

Reviewed and Approved by Washington Park Condominium Trust Board of Trustees

Gilbert Major 4/14/2024
Gilbert Major – President Date

Rhonda Fisher 4/11/24
Rhonda Fisher – Vice President Date

J. Barry Mahoney 4/12/24
J. Barry Mahoney – Treasurer Date

Barry Kaplan 11 APR 2024
Barry Kaplan – Trustee and Webmaster Date

Stephanie Grimaldi 11 APR 2024
Stephanie Grimaldi – Trustee Date

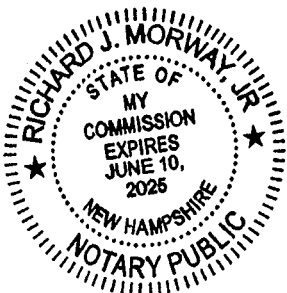
Jeanne O'Connor 4/13/2024
Jeanne O'Connor – Trustee Date

Ivy Rabinowitz 4/11/24
Ivy Rabinowitz – Trustee Date

COMMONWEALTH OF MASSACHUSETTS
New Hampshire

Rockingham County, ss.

On this 17 day of April, 2024, before me, the undersigned notary public, personally appeared above trustees, proved to me through satisfactory evidence of identification, being in person - ID, or other state or federal governmental document bearing a photographic image, to be a person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as a duly authorized Trustee of the Washington Park Condominium Trust.



[Signature]
Notary Public
My Commission Expires: June 10, 2025
Print Notary Public's Name: Richard Morway
Qualified in the Commonwealth of Massachusetts