

## **Massachusetts Residential Lease Agreement**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered on 4/1/2012, by and between Randolph Williams (hereinafter referred to as "Landlord") and Morgan Pilkenton, Elizabeth Pilkenton (hereinafter referred to as "Tenant").

### **WITNESSETH:**

WHEREAS, Landlord is the free owner of certain real property being, lying and situated in Middlesex County, Massachusetts, such real property having a street address of 624 Boston Ave, 9C - 9C, Medford, MA 02155 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and  
WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;  
NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on 4/1/2012 ("Commencement Date"). This Agreement shall continue as a lease for term. The termination date shall be on (date) 5/31/2013. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.
2. **RENT.** The total rent for the term hereof is the sum of 12 times \$1,600.00 payable on the 1st day of each month of the term, in equal installments of \$1,600.00 first installment to be paid upon the due execution of this Agreement. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$1,600.00 receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. In accordance with ALM GL ch. 186, § 15B, such deposit received by Landlord shall be held in a separate, interest-bearing account in a bank, located within the Commonwealth under such terms as will place such deposit beyond the claim of creditors of the Landlord. Such deposit shall be returned to Tenant, with interest at the rate of five per cent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of Morgan Pilkenton, Elizabeth Pilkenton, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents,

then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$1,600.00 per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than 0 domestic dogs, cats or birds.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's

performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may provide Tenant with a written Notice to Quit, and Tenant shall have a limited number of days to cure the default unless otherwise excepted. Specifically, (a) for the failure to pay rent when due, Tenant shall have fourteen (14) days to cure; and (b) for activities in contravention of this Agreement (including but not limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary), the Tenant shall have seven (7) days to cure. If Tenant fails to cure the default within the required time frame, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of Landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance), Landlord may deliver a written Notice to Quit to Tenant specifying the default and Landlord's intent to terminate this Agreement. In such event, Landlord may terminate this Agreement, and Tenant shall have seven (7) days from the date that the notice is delivered to vacate the premises. In addition, if this Agreement is terminated pursuant to this paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within thirty (30) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$20.00.

22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Randolph Williams

PO Box 440422

Somerville, MA 02144

If to Tenant to:

[Tenant's Name]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS: DISCLOSURES.

- \* Rent includes access to parking spot 31 and storage unit
- \* Additional rental spot is available for the additional fee of \$50 (indoor) to \$75 (outdoor) per month
- \* Replacement keys are \$50

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As to Landlord this 26 day of February, 2012.  
LANDLORD:

Sign: Randolph Williams III Print: Randolph Williams III Date: 2/26/2012

As to Tenant, this 26 day of February, 2012.

TENANT ("Tenant"):

Sign: Morgan Pilkenton Print: Morgan Pilkenton Date: 2/26/2012

TENANT:

Sign: Elizabeth A. Pilkenton Print: Elizabeth Pilkenton Date: 2/26/2012

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* APPLICABLE TO ALL RESIDENTS AND GUESTS \*\***

Powderhouse Square Condominium (the "Condominium") is a residential Condominium community of 54 units at 616 Boston Avenue, Medford, Massachusetts. In order to create a harmonious and peaceful environment for all residents of the Condominium, the Trustees of the Powderhouse Square Condominium Trust (the "Trustee"), responsible for the administration, operation and maintenance of the Condominium, have adopted the Rules and Regulations set forth below.

Whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey and comply with, the term "Unit Owner" shall include owners of record, as defined and used in the Master Deed and Declaration of Trust of the Condominium, as well as, when the concept permits, all family members, guests and invitees thereof, and any occupants of Units in the Condominium,

The Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Trustee(s), however, believes that these Rules and Regulations will not only satisfy the great majority of the occupants of the Condominium, but will enhance the experience of all persons living in the Condominium.

**Rules and Regulations**

<b>OBSTRUCTION OF COMMON AREAS</b>	Unit owners shall not cause, nor shall they suffer obstruction of, common areas and facilities, except for storage in any assigned storage bins or except as the Trustee(s) may, in writing, expressly permits.
<b>EFFECT ON INSURANCE</b>	No Unit owner shall be his Unit in such a fashion as to result in the cancellation of the insurance maintained by the Trustee(s) of the Condominium or in any increase in the cost of such insurance, except that uses resulting in an increase in premiums may be made by specific, written arrangement with the Trustee(s), providing for the payment of such increased insurance costs by the Unit Owner concerned.
<b>RADIOS, PHONOGRAPHS, MUSICAL INSTRUMENTS</b>	The volume of television sets, radios phonographs, musical instruments, and the like shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units.  Quiet hours will be kept in the bedroom areas: Sunday through Thursday 11:00 pm – 7 am Friday and Saturday 12:00 am – 8 am
<b>OFFENSIVE ACTIVITY</b>	No obnoxious or offensive activity shall be carried on in any Unit, or in the common areas, 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 shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
<b>PETS</b>	Common household pets, such as dogs and cats, may be kept in the Units unless prohibited by the Trustee (s) as hereinafter described. The owner of a pet assumes full liability for all damage to all persons or property, and to the Condominium Trust, caused by such pet. In no event shall dogs be permitted in any part of the Condominium unless under leash. All dogs must be licensed by the proper authorities, and the owner is responsible for getting pet dogs properly and fully inoculated. The Unit owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustee(s) that a pet kept in any Unit or within the Condominium is a nuisance, the Trustee(s) may prohibit the presence of said pet within the Condominium. No such action of the Trustee(s) shall be taken without having given at least three days' written notice to the Unit Owner responsible for said pet of a meeting of the Trustee(s), at which said Unit Owner shall have the opportunity to be heard.  All pet owners are fully responsible for clean up of dog excrement. Fines will be issued to those owners who fail to keep public areas tidy. All pets must be registered with the Association. On-line registration forms can be found at <a href="http://krason.com/pet.htm">http://krason.com/pet.htm</a> Unit owners without on-line access can request a registration form from the Management Company.
<b>STORAGE</b>	There shall be no parking of bicycles, motorcycles, wagons, etc. on any part of the Common Area. All of the furnishings, items of personal property, effects, and other items of Unit Owners and persons claiming by, through, or under said Owner, may be kept and stored at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leaking or bursting of water pipes, steam pipes, or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or to be borne by the Condominium Trust, except that the Condominium Trust shall in no event be exonerated or held harmless from liability caused by its gross negligence.
<b>REPAIR AND CONDITION</b>	Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.  Those Unit Owners and guests smoking in the common areas are fully responsible for proper disposal of smoking materials. Fines will be issued to those who fail to clean up after themselves.

FLAMMABLE MATERIALS AND OUTDOOR COOKING	<p>No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Areas, including the Storage Areas, any gasoline, kerosene or other flammable, combustible, or explosive fluid, material, chemical or substance except such lighting, cleaning, and other fluids, materials, chemicals, and substances as are customarily incidental to residential use.</p> <p>No outdoor cooking of any kind is permitted on or under any of the wooden porches, the fire escape or on the grounds of the Condominium with the exception of the back yards under exclusive easement of first floor unit owners.</p>
EQUIPMENT COMPLIANCE	All radio, television, or electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owners alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
ABUSE OF MECHANICAL SYSTEMS	The Trustee(s) may charge to a Unit Owner any damage to the mechanical, electrical, heating or other building service systems of the Condominium caused by such Unit Owner by misuse of those systems.
RENTALS	Should they choose to lease or rent Units in the Condominium, Unit Owners are required to select tenants who give adequate assurances of willingness to comply with these Rules and Regulations and to act in accordance with their purpose, as set forth above. In addition, tenants are bound by the restrictions on use set forth in Section 8 (page 5) of the Master Deed of the Condominium. To this end, <b>Unit Owners are required to provide prospective tenants with a copy of these Rules and Regulations prior to signing any agreement permitting anyone other than the Unit Owner to occupy any Unit.</b> Unit Owners must provide all current tenants with a copy of these Rules and Regulations AND SIGN OFF SHEET. All prospective tenants (and all current tenants, prior to renewing their leases) are required to provide the Trustee(s) with a signed, written statement, attesting they have been provided with a copy of these Rules and Regulations, have read them, and have agreed to abide by them. Unit Owners are responsible for the compliance by occupants of their Units with these Rules and Regulations. Any violation of these Rules and Regulations or of applicable provisions of the Master Deed or Declaration of Trust of the Condominium, by any tenant or occupant of any Unit, shall be deemed to be a violation by the Unit Owner of said Unit, except that nothing in this section shall be construed to limit the responsibility of tenants or other Unit occupants to comply with these Rules and Regulations.
CONDOMINIUM FEES	The Trustee(s) has engaged a management company for the collection of Condominium fees. Fees are due on the first of the month and are subject to a late charge of \$20.00 if received at the offices of the management company after the tenth of the month. The management company shall be entitled to sixty percent of said late charges with the balances to go to the Condominium association.
FINES	The Trustee(s) may, at their discretion, impose fines on Unit Owners who violate any of these Rules and Regulations, or the Restrictions on Use as set forth in the Master Deed.
REPAIR OF VEHICLES	No vehicle may be repaired in the garage, outdoor parking area, or other common areas of the Condominium. For the purpose of this rule, repairs shall included oil changes, replacement of mufflers and tailpipes, or any other work on an automobile that necessitates removal of any part from the automobile. Automobiles may be washed and polished in the common area, or in such areas as may be designated by the Trustee(s).
STORAGE of AUTOMOBILES	The storage of any unlicensed motor vehicle in the common area of the Condominium is not allowed. Any motor vehicle to which valid registration plates are not affixed or whose registration has expired for more than 30 days shall not remain within the common area of the Condominium and may be removed by the Trustee(s). Any expense for removal and storage shall be charged against the unit owner who has the exclusive use of the space from which the vehicle has been towed.
STORAGE OF BOATS, BOAT TRAILERS AND RECREATIONAL VEHICLES	Boats, boat trailers and recreational vehicles, properly licensed and in good repair, may be stored in the common garage in spaces 1 -68, provided that they are contained fully within the space which is utilized for the storage and, in addition, shall not impede or interfere with the reasonable use of adjoining spaces. The Trustee(s) may, at their discretion, notwithstanding this rule or prior permission which may have been granted, may order the removal of any boat, boat trailer or recreational vehicle parked in the garage area of the Condominium. Under no circumstances will storage of a boat, boat trailer or recreational vehicle be allowed in the outside parking spaces.
BICYCLES	Bicycles shall be stored in the common garage by the owner of the bicycle in the space which has been assigned by that owner's use or such other space as the Trustee(s) may designate.
FLOOR COVERINGS IN UNITS	Each unit owner shall cover the hardwood floor in the unit with carpeting, rugs or furnishings so that at least seventy percent of the area of the hardwood floor in each unit is covered.
MAINTENANCE OF PARKING SPACE	It shall be the responsibility of the unit owner of a particular parking space to ensure that the vehicle parked in the space does not leak oil, grease or other petroleum product onto the floor of the garage. In the even, in the Trustee(s) judgement, there is any excessive accumulation of oil and grease in any parking space, the Trustee(s) may have the accumulation removed and the cost of such removal shall be charged to the Unit Owner assigned to use that space.
DOORKNOCKERS	No doorknocker, chime or other such device may be affixed to the outside of the door to any unit where the device extends beyond the face of the door by more than 2 ½ inches.
GARAGE EXITS	Garage exits are strictly maintained

**Fine Structure**

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00 and meeting with the Board of Trustees

For any further offenses, the fine will be doubled for each incident

**Rules and Regulations : Acknowledge Form**

I hereby acknowledge that I have read the Rules and Regulations for the Powderhouse Square Condominiums. I will abide by said Rules and Regulations and understand that if I, or my family, servants, employees, agents, visitors, and licensees, fail to follow them in any way, I/we will be subject to fines as outlined by the Board of Trustees.

TENANT:

Sign: Morgan Pilkenton Print: Morgan Pilkenton Date: 2/26/2012

TENANT:

Sign: Elizabeth A. Pilkenton Print: Elizabeth Pilkenton Date: 2/26/2012

### APARTMENT CONDITION STATEMENT

This is a statement or the condition of the premises you have leased or rented. You should read It carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within three (3) days after you receive this list or within three (3) days after you move in whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

RE: 624 Boston Ave, #9C

We have examined the premises and have found the present condition to be follows:

[illegible]

Date Landlord or Landlord's Agent	Title
-----------------------------------	-------

Street Address

City, State, & Zip	Phone
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Date	Tenant	Phone
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Date	Tenant	Phone
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Date	Tenant	Phone
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## UTILITY RESPONSIBILITY REMINDER

Morgan Pilkenton, Elizabeth Pilkenton  
624 Boston Avenue , #9C  
Medford, MA 02155

MOVE-IN DATE: 4/1/2012

Per your rental agreement, you are responsible for the maintenance and payment of the following utilities: Electricity.

Please contact the applicable utility companies to have services transferred into your name beginning on the above referenced move-in date.

Utility	Provider Name	Telephone Number
Power	Electric National Grid	800-322-3223
Cable/Telephone	Comcast	800-COMCAST
Cable/Telephone	Verizon	800-VERIZON

All utilities intermittently billed to us will be charged back to you for immediate reimbursement.

Thank you for your cooperation in this matter.

Sincerely,

Randolph Williams

# Citizens Bank® Customer Receipt

Please be sure to enter this transaction in your records.

Transaction  
Description

Date  
Account Number

Amount

ACCTNO= 118 353 8531

0101 605J017299 0107 03/29/12 17:57

SAV CASH

0101 XXXXXX8531 TC450

\$1,600.00

Funds from your deposit may not be available for immediate withdrawal. All transactions are subject to

verification as outlined in the rules and regulations of the Bank.