



2012 00063907

**THIRD AMENDMENT TO DECLARATION OF TRUST
Andover Estates Condominium**

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Recorded: 11/28/2012 12:15 PM

Phel-Jas, LLC of 120 Lumber Lane, Tewksbury, MA 01876, being the Declarant under a Declaration of Trust dated December 9, 2011 and recorded with Middlesex North District Deeds at Book 25529 Page 150 ("Trust"), hereby amends the Trust as follows:

Delete Schedule A, Rules and Regulations, Provision 16, and replace it with the following:

16. Ordinary and usual domestic pets, namely dogs, cats and birds, not to exceed one per Unit, may be kept by any Unit Owner during such time as such Unit Owner actually occupies his or her Unit as the owner's primary residence. Said pet shall not exceed 30lbs in weight. No such pet shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or leashed. Tenants are not allowed to have a pet. However, a non unit owner is allowed to watch a pet if the unit owner is not around or is on vacation (such as a dog sitter or a house guest). No pets may be kept, bred or maintained for any commercial purposes at the Condominium. No pet shall be permitted to annoy, harass or unreasonably infringe on the right of any Unit Owner or occupant.

A non-owner occupant shall be permitted to keep a dog without the approval of the Trustees upon written certification from a doctor that such dog is medically necessary for a disabled Unit occupant. Such allowance shall be for no more than one (1) dog per Unit, and shall automatically terminate when the non-owner occupant requiring the dog no longer occupies the Unit.

Written consent of the Trustees shall be required for pets which are not compliant with the provisions hereof.

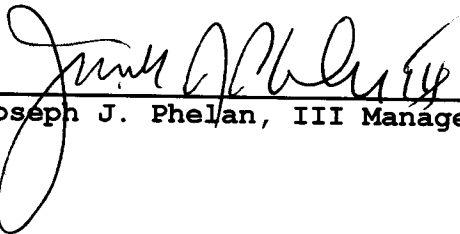
After due notice and hearing before the Board of Trustees, the Trustees may require of a Unit Owner any or all of the following:

- A. The permanent removal of any pet that is habitually guilty of unreasonably annoying or harassing behavior or unreasonably infringing on the rights of any Unit Owner or occupant upon thirty days written notice. The affected party does have the right to arbitrate prior to any forced removal of a pet.
- B. Payment by a Unit Owner for the cost of repair of any damage or cleaning or elimination of such nuisance.
- C. Payment by a Unit Owner of a fine of \$25.00 for each day or part thereof if such violations continue. Any unpaid fines or costs levied shall constitute a lien on the Unit of the Unit Owner violating this Section pursuant to the provision of Section 6 of Chapter 183A.

As hereby amended, the Declaration of Trust is ratified and confirmed in all respects.

Executed as an instrument under seal this 28th day
of NOVEMBER, 2012.

PHEL-JAS, LLC



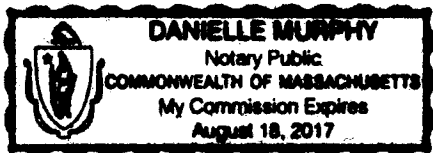
Joseph J. Phelan, III Manager

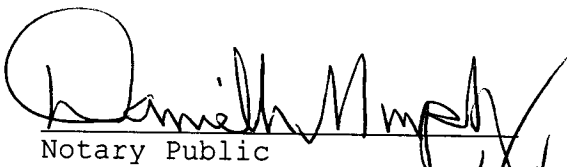
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Dated: 11/28/12

On this 28th day of November 2012 before me, the undersigned
Notary Public, personally appeared Phel-Jas, LLC by Joseph J. Phelan,
III, Manager as aforesaid, who proved to me their identity by
providing a Massachusetts Driver License, to be the persons whose
names are signed on the preceding document, and acknowledged that each
signed the foregoing document voluntarily and for its stated purpose.





Notary Public
My Commission Expires: 8/18/2017