

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT OF THE BY-LAWS**

Reference is hereby made to those certain By-Laws dated August 6, 1998 as may be amended, which are the By-Laws of the Villages at Marlborough East Condominium, pursuant to Massachusetts General Laws, Chapter 183A, The Villages at Marlborough East Condominium, a condominium complex established, pursuant to Massachusetts General Laws, Chapter 183A, the Villages at Marlborough East Condominium Association, the organization of Unit Owners of the Villages at Marlborough East Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated August 6, 1998, and recorded with the Middlesex County South District Registry of Deeds in Book 28949, Page 071, as may be amended.

WHEREAS the By-Laws were amended by Amendment to the By-Laws dated January 12, 2004 and recorded with the Middlesex County South District Registry of Deeds in Book 41862, Page 237.

WHEREAS the Unit Owners entitled to at least sixty-six and two-thirds percent (66 2/3%) of the Beneficial Interest desire to amend said By-Laws as provided in Article XIII, thereof.

WHEREAS no other consents are required.



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NOW THEREFORE said By-Laws are hereby amended in accordance with the provisions of said Article XIII, by adding to the amended Article IV, Section 1 of the By-Laws by adding the following as new subsection (B):

(B): No person who has been convicted of a misdemeanor or felony for a crime and/or misconduct against the Village at Marlborough East Condominium Association, Inc., the Board of Governors of said Association or any member of the Association shall be eligible to be elected or to serve on the Board of Governors of the Village at Marlborough East Condominium.

IN WITNESS WHEREOF we, the undersigned being a majority of the Governors of the Villages at Marlborough East Condominium Association, having first received the vote of the Unit Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Beneficial Interest, have set our hands and seals this 7th day of April, 2005.

Patricia A. Moran  
PRESIDENT, Governor of the Villages at Marlborough East Condominium Association

Lucille A. Cassidy  
Clerk, Governor of the Villages at Marlborough East Condominium Association

John G. Dimock  
Governor of the Villages at Marlborough East Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 7th day of April, 2005, before me, the undersigned notary public, personally appeared Patricia A. Moran, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Governor of the Villages at Marlborough East Condominium Association.

Notary Public [Signature]  
My Commission Expires: 8-13-2016  
Print Notary Public's Name: Nicholas B. Bat  
Qualified in the State/Commonwealth of Mass

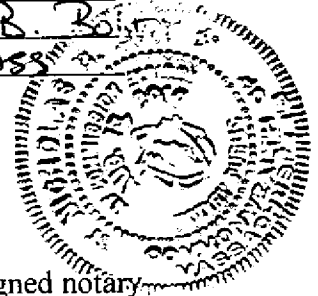


COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this Friday of April, 2005, before me, the undersigned notary public, personally appeared Lucius A. Cassidy, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Governor of the Villages at Marlborough East Condominium Association .

Notary Public [Signature]  
My Commission Expires 8-13-2010  
Print Notary Public's Name: Nicholas B. Boit  
Qualified in the State/Commonwealth of MASS



COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 7th day of April, 2005, before me, the undersigned notary public, personally appeared Joel G. Duncklee, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Governor of the Villages at Marlborough East Condominium Association .

Notary-Public [Signature]  
My Commission Expires: 8-13-2010  
Print Notary Public's Name: Nicholas B. Boit  
Qualified in the State/Commonwealth of MASS



[Signature]  
Attest: Address & Registrar

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT OF THE BY-LAWS**

Reference is hereby made to those certain By-Laws dated August 6, 1998 and recorded with the Middlesex County South District Registry of Deeds in Book 28949, Page 471, as may be amended, which are the By-Laws of the Villages at Marlborough East Condominium, pursuant to Massachusetts General Laws, Chapter 183A, The Villages at Marlborough East Condominium, a condominium complex established, pursuant to Massachusetts General Laws, Chapter 183A, the Villages at Marlborough East Condominium Association, the organization of Unit Owners of the Villages at Marlborough East Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated August 6, 1998, and recorded with the Middlesex County South District Registry of Deeds in Book 28949, Page 071, as may be amended.

WHEREAS the Unit Owners entitled to at least sixty-six and two-thirds percent (66 2/3%) of the Beneficial Interest desire to amend said By-Laws as provided in Article XIII, thereof.

WHEREAS no other consents are required.

NOW THEREFORE said By-Laws are hereby amended in accordance with the provisions of said Article XIII, by deleting Article IV, Section 1, in its entirety and replacing such with the following:

**Section 1 – Constitution**

The number of governors, which shall constitute the whole Board of Governors, shall be five (5). The Board of Governors elected by members of the Association shall be Unit Owners. In the event that a corporation or other legal entity is a member of the Association, it may designate one or more natural persons who shall be eligible to serve as governor. Governors shall be elected on an annual basis at the annual meeting of unit owners, or meeting held in lieu of the annual meeting. The term of the Governors will be on a staggered basis whereby the two (2) candidates receiving the two (2) highest percentage of beneficial interest shall be elected for two (2) year terms and the candidates receiving the next highest percentage of beneficial interest as there are positions vacant on the Board shall be elected for terms of one year. In any event, however, each governor shall hold office until such time a successor has been

*Return*

Patrick J. Brady, Esquire  
Marcus, Errico, Emmer & Brooks, P.C.  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184

*Angela C. Brown*  
Attest, Middlesex S. Register



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elected and qualified, except in the event of death or resignation, suspension of membership or sale of all of his/her Units in the Condominium which renders such person ineligible to be a governor.

(A): Condominium Unit Owners will not be eligible to be elected to the Board of Governors if they expect to be absent for sixty-five (65) consecutive days from the Village at Marlborough East Condominium.

IN WITNESS WHEREOF we, the undersigned being a majority of the Governors of the Villages at Marlborough East Condominium Association, having first received the vote of the Unit Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Beneficial Interest, have set our hands and seals this 12<sup>th</sup> day of January, 2004.

Patricia A. Moran  
\_\_\_\_\_, Governor of the Villages at Marlborough East Condominium Association

Eleanor S. Harris  
\_\_\_\_\_, Governor of the Villages at Marlborough East Condominium Association

John J. Belli  
\_\_\_\_\_, Governor of the Villages at Marlborough East Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 17 day of January, 2004, before me, the undersigned notary public, personally appeared PATRICIA A. MORAN, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Villages at Marlborough East Condominium Association Trust.

Notary Public Elaine Alexis  
My Commission Expires: 12-24-04  
Print Notary Public's Name: Elaine Alexis  
Qualified in the State/Commonwealth of Mass.

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 17 day of January, 2004, before me, the undersigned notary public, personally appeared Eleonora G. Harris, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Villages at Marlborough East Condomni ASSOCIATION Trust.

Notary Public Elaine Alexis  
My Commission Expires: 12-24-04  
Print Notary Public's Name: Elaine Alexis  
Qualified in the State/Commonwealth of Mass.

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 17 day of January, 2004, before me, the undersigned notary public, personally appeared John S. Gillis, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Villages at Marlborough East Condomni ASSOCIATION Trust.

Notary Public Elaine Alexis  
My Commission Expires: 12-24-04  
Print Notary Public's Name: Elaine Alexis  
Qualified in the State/Commonwealth of Mass.

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**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**

**AMENDMENT TO THE RULES AND REGULATIONS**

Reference is hereby made to those certain By-Laws recorded with the Middlesex County South District Registry of Deeds in Book 45039, Page 223, as amended, which are the By-Laws of The Villages at Marlborough East Condominium Association, Inc.

The Villages at Marlborough East Condominium Association, Inc. is the organization of Unit Owners of The Villages at Marlborough East Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated August 6, 1998, and recorded with the Middlesex County South District Registry of Deeds in Book 28949, Page 071, as amended.

Pursuant to Article IV, Section 4j of the By-Laws, we the undersigned being a majority of the Board of Governors of The Villages at Marlborough East Condominium, do hereby amend the Rules and Regulations by adopting the Rules and Regulations attached hereto as Exhibit "A".

EXECUTED as a sealed instrument this 12<sup>th</sup> day of April, 2007.

MAJORITY OF THE BOARD OF GOVERNORS OF  
THE VILLAGES AT MARLBOROUGH EAST  
CONDOMINIUM ASSOCIATION, INC.

(Patricia A. Moran)

(Dora A. Dunbar)

(Lucille A. Cassidy)



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COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 12<sup>th</sup> day of April, 2007, before me, the undersigned notary public, personally appeared Patricia A. Moran, Dora A. Dunbar and Lucille A. Cassidy and proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license, or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to

be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Governors of said The Villages at Marlborough East Condominium Association.

*Elaine Alexis*

Notary Public

My Commission Expires: 12-8-11

Print Notary Public's Name: Elaine Alexis

Qualified in the Commonwealth of Massachusetts





## *The Villages at Marlborough East*

### RULES AND REGULATIONS

#### RESIDENTS

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Section 9(a)-(c) of the Master Deed states that residents shall be senior citizens, defined as any person of age 55 or older. Every sale, resale, or other conveyance of every unit shall be to a senior citizen, or to the daughter or son of a senior citizen, provided that the senior citizen occupies the unit owned by his or her son or daughter. Each unit shall be occupied by no more than two persons as a single-family residence, except upon written waiver granted by the Board of Governors based upon unusual controlling circumstances which are deemed by the Board of Governors to be a hardship warranting the issuance of such waiver. Overnight adult guests shall be allowed for reasonable visitation periods, typically not to exceed two (2) weeks in duration. Children or grandchildren may visit for a period not to exceed two (2) weeks without the written permission of the Board of Governors. Longer visits or adding a third resident adult require a written waiver from the Board of Governors.

#### COMMON ELEMENTS

2. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Board of Governors. Each unit owner shall be obligated to maintain and keep their Unit in good order and repair. Each unit owner shall keep his unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance. Each owner shall be solely responsible for the cost to repair any damage done to lawns, trees, shrubs, roads, or other common areas caused by the action of the unit owner, guests, or tenants. The residents of each unit have the exclusive use of their patio. Other than outdoor furniture, residents are not allowed to store any materials on patios or porches.
3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Board of Governors. No unit owner shall permit anything to be done, or kept, in the unit or in the common elements which will result in the cancellation of insurance on any of the common elements or units or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common elements.
  - 3a. No unit owner or occupant or any of his licensees, lessees, or guests shall at any time bring into or keep in his unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
  - 3b. Fire and insurance regulations prohibit barbecue grills from being ignited on or under the raised balconies or porches or in garages or stored in garages. (See fire regulations on page 6)
  - 3c. No alteration of the exterior of any building is allowed. Exterior front door colors are not to be changed. Any unit owner replacing his/her doors or windows must use a style, type and color that are the same as the existing ones.

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4. No petroleum products may be added to or removed from any internal combustion engine within any unit or common elements. No repairing of automobiles shall take place within the condominium, nor shall the parking spaces be used for any purpose other than to park registered motor vehicles and bicycles. Prohibited from overnight parking are trailers, boats, trucks which do not fit into a garage, commercially signed vehicles (magnetic signs must be removed while on site), and vehicles carrying visible equipment such as ladders.
5. Front porches and garden areas are common property. Welcome signs on front porch walls are allowed. Stationary garden ornaments no more than 24" in height, but not to exceed two (2) items per unit, may be placed in the common areas. Natural, unpainted stone and birdbaths are allowed. No political or advertising signs or flags are allowed. Hose boxes and hoses should not be visible from the street. No objects will be allowed in the mulch around the trees near the streets in front of units. Only birdfeeders may be hung in said trees, no lights or ornaments. Unit owners shall also not cause or permit a window air conditioner to be installed (unless central unit is inoperable and under repair. A window unit can only be **temporary**, and the unit owner must notify the Board if this happens).
  - a. Holiday specific decorations, **excluding inflatables**, are permitted to be displayed on the front porch, in windows and on the front of unit owner's garage. These decorations may be put up no more than three weeks before a holiday and must be removed within two weeks of said holiday. Hanging flower displays, window boxes and seasonal wreaths are permitted on front porches.
  - b. Any exterior holiday lights must be non-blinking.
  - c. If an owner adds mulch to planting areas, it must match what the landscapers put down.
  - d. The US flag may be flown at any time. Decorative flags, not to exceed 15" by 18", may be mounted on ground-mounted flag signs, one per unit.

#### ANIMALS

6. Master Deed Section 9 (g) states that occupants of each unit shall be entitled to keep two (2) pets, either cat(s) or dog(s) per unit and subject to the rules and regulations adopted by the Board of Governors, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be removed permanently from the property upon three (3) day written notice. There shall be a twenty (20) pound weight limit for dogs and all pets shall be indoor pets. Care should be used to prevent dogs from polluting shrubs or other fixed objects. The Board of Governors reserves the right to require that any pet be muzzled. All pets must be leashed when outside. Dogs should not be walked behind other residents' units, including the units that back up to both Village Drive and Westminster Drive. The individual walking the dog is responsible for the clean-up of dog litter at all times.

#### NOISE

7. No person shall make or permit any improper noise or disturbance of any kind in the condominium complex, produce objectionable odors, nor allow anything to be done that will interfere with the rights, comforts or convenience of other persons within the condominium community. Residents and their guests and/or tenants will be expected to reduce noise levels after 9:00 pm until 8:00 am so that neighbors are not disturbed. At no time are musical instruments, radios, stereos or televisions permitted to be so loud as to become a nuisance to others. Please be sensitive to the fact that sound travels easily between units. No gun or

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weapon of any kind may be used. No unit owner shall conduct, or permit to be conducted, vocal or instrumental practice nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other residents.

8. The prolonged or repeated sounding of auto horns is prohibited except to avert an accident on condominium property. The speed limit in the complex is twenty (20) miles per hour. Please inform your guests.

#### BUILDING APPEARANCE

9. Master Deed Section 8 states that the owner of any unit may not, at any time, make any changes or modifications of the exterior of said unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such owner may modify the interior construction of such unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of any room or space within such unit, subject always to provisions of the Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the local building permit authority, if required, and pursuant to the plans and specifications which have been submitted to and approved in writing by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed. The exterior of the unit may be modified by the Association or the Association may grant the owner the right to make such modifications to the exterior of the unit, subject to such rules and regulations and approval process as may be determined by the Association. No modifications or changes of any unit may be made unless the same is in compliance with the terms and conditions of the Special Permit issued by the City Council of Marlborough, recorded as Instrument Number 365 of November 19, 1997 with the Middlesex South District Registry of Deeds.
  - a. Nothing shall be altered or constructed in or removed from the common elements except upon the prior written consent of the Board of Governors, e.g. expansion of patio areas or addition of trellis.
  - b. Owners who wish to add trees or shrubs in common elements must submit a written proposal to the Board of Governors and receive prior written consent of the Board of Governors before doing any such planting. Any such additions cannot interfere with lawn mowers or create the need for additional weed whacking by the landscapers.
10. No clothes, sheets, blankets, rugs, laundry or similar articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
11. The color of the portion of draperies, blinds, curtains or shutters visible from the exterior shall conform to standards and the current standards are white.
  - a. Roll-down shades on front porches should be white and in the down position only when porch is in use. They require prior written approval from the Board of Governors. Shades approved prior to June 2006 are exempted.
12. To prevent the freezing of pipes and other types of frost damage to the buildings, each unit owner shall keep his or her unit heated to not less than 60 degrees Fahrenheit at all times during

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the heating season, whether or not the unit is occupied. When residents leave for longer than two weeks they must notify the Board clerk and the management company of their address, what neighbor, if any, has a key, and the local contact person who can be reached in the event of an emergency.

13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the property if it creates a disturbance or increased traffic on the property. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be permitted on any part of the property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. "Open House" signs shall be permitted on the day of such open house only, limited to twice a week.
14. All radios, televisions or other electronic equipment of any kind or nature installed or used in each unit shall comply fully with all Rules and Regulations, requirements of the Fire Department 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 electronic equipment in such unit.

#### UNIT ACCESS

15. A representative of the Board of Governors, the Property Manager, and/or any contractor or workman authorized by the Board of Governors and/or the Property Manager, may enter any unit after notification, except in the case of emergency. If the unit owner is not at home, a member of the Board of Governors will be with anyone entering the unit, other than emergency personnel, and notice of such entry will be left for the unit owner.
16. If any keys are entrusted by a unit owner or occupant or by any member of his/her family to any employee of the Board of Governors whether for such unit or an automobile, truck or other item of personal property, the acceptance of the key shall be the sole risk of such unit owner or occupant, and neither the Condo Association nor the Board of Governors shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
17. In order to comply with Master Keys and Fire Department access, any changes in external door locks must be made to conform to the Master Keys. If an owner asks the holder of a Master Key to open a unit, such Master Key holder shall not be liable for injury, loss or damage to the unit involved.

#### AFFORDABLE UNITS

18. Local legal permits for development of the condominium require that two (2) units be reserved for the City affordable housing pool. The deeds to those units contain special provisions to preserve their affordability.

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## UNIT DRIVEWAYS AND PARKING AREAS

19. The owners of each unit shall be entitled to the exclusive use of the driveway leading from the street to such unit's garage for the purpose of parking private passenger vehicles including sport utility, minivans and vans, subject to the obligation to keep the driveway surface in a clean and safe condition. All driveways and parking areas shall be part of the common elements and facilities of the condominium subject to regulation by the Board of Governors, which regulation shall not be inconsistent with the exclusive rights of the unit owners to use their driveways. Parking is not permitted overnight on the roadways from November 15<sup>th</sup> to April 15<sup>th</sup>. Residents' vehicles are not allowed to be parked overnight in the guest parking areas, at any time of year. On lawn mowing days, cars are not to be parked around cul-de-sac circles.
20. Common Parking: All other parking, driveways and related facilities shall be a part of the common elements and facilities of the condominium to be shared by all unit owners and their guests; provided, however, all such facilities shall be subject to regulation by the Board of Governors and may include, without limitation, the adoption of reasonable rules and regulations which (a) designate or reserve certain parking spaces for use by guests or visitors; (b) control or limit the number and location of parking spaces which may be used by occupants of any unit; (c) provide for the efficient removal of snow or the making of repairs to the parking areas and other common elements and facilities; (d) ensure that parking spaces are not being utilized by vehicles other than those owned by unit owners, residents or their guests; (e) permit parking around cul-de-sac circles, if large enough, parked parallel to the circle, not head in.

## TRASH

21. Each unit has a trash toter into which all trash must be placed to be picked up on a weekly basis by the City. The City requires that all trash in the toters must be in bags, not loose. Toters should not be put out until after 3:00 pm the night before scheduled trash pick-up. Toters must be stored in garages; outside storage is prohibited. Toters should be taken in the day of trash pick-up and not left overnight on the roadways or in driveways. When a unit is sold, the trash toter should be included with the sale.
22. Recycles: Each unit has a recycle bin for use by unit owners. Recyclables should be separated into paper/cardboard and plastics/glass/cans for easy pick-up. Recycle bins should not be put out until after 3:00 pm the night before scheduled pick-up, and paper should not be put out at night if precipitation is imminent. Such paper should be put out early in the morning. The recycle bin should be included with the sale.

## EMERGENCY ACCESS ROAD

23. The Emergency Access Road is restricted to Emergency Vehicles only.

## FEES AND FINES

24. Late fees: Condominium fees are due on the first (1<sup>st</sup>) of each month in advance. Any payment received after the fifteenth (15<sup>th</sup>) day of the month will be subject to a fifteen (\$15) dollar late fee.

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- 25. Violations of the Rules and Regulations, the Bylaws and terms of the Master Deed will result in assessment of fines to the unit owner by the Management Company under the direction of the Board of Governors. Unit owners will also be responsible for all costs, including, but not limited to, reasonable attorneys' fees for violations in addition to fines.

First violation – a written warning from the Management Company

Second violation within one (1) year - \$25.00 fine

Third violation within one (1) year - \$50.00 fine

Fourth and subsequent violations within one (1) year - \$100.00 fine

Each day that a violation continues, after notice, shall constitute a separate violation.

CONSENT OR APPROVAL

- 26. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Governors.
- 27. These rules and regulations should be available to any potential buyer when a unit is being sold. They must be given to the potential buyer at the time of Purchase and Sale signing. It is the responsibility of the seller to ensure that these and Master Deed and By-Laws are available.

Revised 03/26/07

Massachusetts Board of Fire Prevention Regulations

527 CMR 6.07: Installation Standards and Procedures

(3) Container Storage Outside of Buildings

(b) Containers installed outside of buildings shall be located in accordance with NFPA 58-1998, Table 3-2.2.2, except that Note (b) (1) of Table 3-2.2.2 shall read:

- 1. DOT specification containers shall be located and installed so that the discharge from the container safety relief device is at least three feet horizontally away from any building opening below the level of such discharge, *a building opening is not within a three foot arc from the discharge of the container safety relief device*, and shall not be beneath any building unless this space is well ventilated to the outside and is not enclosed for more than 50% of its perimeter. The discharge from any container safety relief devices shall be located not less than five feet in any direction away from any exterior sources of ignition, openings into direct-vent (sealed combustion system) appliances, or mechanical ventilation air intakes. (Note: Words italicized do not appear in NFPA 58 [Note 527 CMR 6.07 (3) (b) 1.]

(5) Container Storage Inside Buildings

(a) Storage or use of LP-Gas containers above the first floor of a building used for habitation is prohibited.

NFPA 1 Uniform Fire Code 2006 Edition

*James L. Brown*  
 Attest. Middlesex S. Register

10.11.7 For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 meters) of any structure. Listed electric ranges, grills, of similar electrical apparatus shall be permitted.