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SHREWSBURY COMMONS CONDOMINIUM AMENDMENT TO THE RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust dated January 28, 1974 with the Worcester County South District Registry of Deeds in Book 5434, Page 224, as may be amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Shrewsbury Commons Condominium Trust, the organization of Unit Owners of the Shrewsbury Commons Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 28, 1974 with the Worcester County South District Registry of Deeds in Book 5434, Page 202, as may be amended.

We, the undersigned, being a majority of the Trustees of said Shrewsbury Commons Condominium Trust, as do hereby certify that the Board of Trustees has, in accordance with Article VII, Section 12 of said Trust, adopted the following Rules and Regulation attached hereto effective on (Lycust 31, 2016)

Shrewsbury Commons Condominium Trust

Addition to Rules and Regulations Pertaining to Legally Required Pets

WHEREAS, Paragraph 13 (I) of the Master Deed of Shrewsbury Commons Condominium Trust (the "Master Deed") contain restrictions concerning the maintenance of animals and pets as follows:

"Pets - No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements. Dogs, cats or other household pets in possession of the Unit Owners at the time of purchase of their Units (but not pets acquired thereafter) not to exceed one per unit may be kept in Units with the approval of the Board of Trustees, but subject to the rules and regulations adopted by the Board of Trustees. Provided further that any such pet which, in the opinion of the Board of Trustees, causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board of Trustees. In no event shall any pet be permitted in any portion of the common elements, unless carried on a leash, or in any grass or garden plot under any circumstances.

Pets of Unit Owners must be identified and registered with the Board of Trustees at the time of signing of the Purchase and Sale Agreement."; end.

WHEREAS, Article VI, Section 7 (I) of the Declaration of Trust and by Laws enables the Trustees to "adopt and amend rules and regulations covering the details of the operation and use of the Property".

WHEREAS, for the health, safety, welfare, comfort and convenience of all residents of Shrewsbury Commons Condominium Trust (the "Trust"), the Trustees wish to establish certain Rules Regulations regarding pets:

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations be adopted by the Trustees regarding the keeping of pets:

A. General Rules and Restrictions

- 1. All animals owned or kept by residents must be registered with the Trustees or the managing agent within ten (10) days of obtaining a pet If the pet is a dog or a cat, a current photograph of the pet should be provided with the pet registration form.
- 2. As the Town of Shrewsbury requires certain animals to be properly registered and to bear certain tags showing registration and inoculation against rabies, pet owners are required to ascertain whether or not their pets need such identification and to obtain the same when required. To the extent a license to keep a pet is required by the Town of Shrewsbury a pet registration will not be accepted unless the resident also produces a current copy if the license duly issued by the Town of Shrewsbury.

- 3. Pets shall not be kept, bred, or used for any commercial purpose.
- 4. Pets must be confined to the resident's Unit and must not be allowed to roam free or be tethered to stationary objects on the Common Elements. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- 5. Pets shall be exercised only off the premises of the Condominium.
- 6. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the following designated area only: trash dumpster area.
- 7. Residents shall not use the Trust's common washers and dryers to launder pets' bedding, toys blankets, etc.
- 8. Residents are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- 9. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly or aggressive behavior causes personal injury or property damage.
 - b. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for four (4) hour(s) or more to the unreasonable disturbance of any person at any time of day or night.
 - c. Pets in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six (6) feet in length or in a pet carrier.
 - d. Pets that relieve themselves on walls or floors of common areas.
 - e. Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets that are conspicuously unclean or parasite infested.
 - g. Pets that create odors which are apparent to any other Unit Owners or persons outside of the Unit.
 - h. Pets that would qualify us a danger or nuisance under applicable local or state laws or insurance regulations.

- 10. Unit Owners who lease their Unit must require within the lease that the tenant comply with the pet policies contained within these Rules and Regulations as well as those within the Master Deed and Regulations of Shrewsbury Commons Condominium Trust, the Trustees may hold the Unit Owner responsible for his or her tenant's violations, including, but not limited to, levying fines against the Unit Owner for each instance of his or her tenant's non-compliance. If a Unit Owner or resident does not comply with a decision by the Board of Trustees to have a pet removed from the Trust, the Trustees may take all action necessary to have the pet removed in accordance with the laws of the Town of Shrewsbury.
- 11. Pet caregivers shall indemnify the Shrewsbury Commons Condominium Trust and hold it harmless against loss or liability of any kind arising from any pet(s) in their care.

B. Enforcement

Any resident or managing agent personnel observing an infraction of any of these Rules and Regulations shall discuss the infraction in a neighborly fashion with the resident in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, must document the problem as thoroughly as possible, must describe the specific animal causing the nuisance, including the date(s) and time(s) of the disturbance(s), must identify the pet owner by name and address, and must be signed and promptly presented to the Board of Trustees. If the Trustees are in agreement with such complaint, the pet owner will receive written notice of the violation. The Board of Trustees may require the permanent removal of any pet if such pet is determined by the Trustees to be a nuisance or a danger to the Trust community and its residents. If so determined, the resident will have not more than ten (10) days to remove the pet an imminent threat thereof. The Trustees shall also have the authority to assess and collect fines for violations of these Rules and Regulations pertaining to pets and to asses and collect amounts necessary or repair or replace damaged areas or objects.

C. Penalty

Any owner found in violation of the provisions of rules and restrictions be punished by a fine for each offense in accordance with the following schedule.

First Offense \$25.00 Second Offense \$50.00 Third and Succeeding Offenses \$100.00

Shrewsbury Commons Condominium Association

Visitor Parking Spaces are for visitors not for residents.

Parking Violation of Visitor Parking Spaces

- 1. A warning will be issued with first violation. This will be kept on file.
- 2. A fine of \$25 will be issued with the second violation. An owner may request a meeting with the Trustees and Property Manager to discuss the issue.
- 3. Any additional violations with pending violation parking fees may result in the vehicle being towed by Belsito's Towing Company at owner's expense. The current estimated cost if your car is towed is \$190.00.

The Property Manager shall make determination on towing; in the Property Manager's absence, the majority of the board will make the determination on towing.

4. Long term visitors (longer than 7 consecutive days) must be registered at the management office. If you need a space other than your deeded or assigned space for more than 7 days, an assigned space can be rented on a monthly basis. The monthly amount will be determined by the Trustees. Call the management office to arrange and specify the intended period of the visit.

The Board of Trustees has the right to revoke its decision if a request for allocation of a parking space is from a permanent resident and there is no assignable parking space available.

This rule applies only to visitors at the Condominium not to Unit Owners or Tenants at Shrewsbury Commons.

EXECUTED under seal as of this MAJORITY OF THE	day of Ougust, 2016.
TRUSTEES OF THE	
SHREWSBURY COMMONS	
CONDOMINIUM TRUST AND NOT INDIVIDUALLY	Charles Stathis
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	(Joseph Rabinovitch
	Don July
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	(Anoosh Ghasemi
	Samson Katsman

STATE/COMMONWEALTH OF MASSACHUSETTS

Worlstow County, ss.

On this did day of the signatory, 2016, before me, the undersigned notary public, personally appeared 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 kny 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.

Notary Public

Print Notary Public's Name: Dinne L. Strivels

Qualified in the State/Commonwealth of

DIANE L. SHIPULSKI

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

MY COMMISION EXPIRES: SEPTEMBER 16,2022