

Worcester South District Registry of Deeds Electronically Recorded Document

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Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
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Worcester, MA 01608
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WESTBOROUGH VILLAGE CONDOMINIUM TRUST
AMENDMENT TO RULES AND REGULATIONS

We, the undersigned, being a majority of the Trustees of the Westborough Village Condominium Trust under Declaration of Trust dated January 17, 2013, and filed with the Worcester District Registry of Deed at Book 50323, Page 303 (the "Trust"), do hereby adopt the following amendments to the Westborough Village Condominium Rules and Regulations pursuant to Article V, Section 5.1(k) of the Trust:

1.

Move - In: A non-refundable administrative fee of Three Hundred Dollars (\$300.00) shall be assessed whenever any tenants move into a unit on a non-owner-occupied basis. The foregoing fee does not apply to lease renewals or similar situations in which there is no associated physical move-in by any tenant. Within seven days of occupancy of the unit, each Unit Owner renting or leasing his, her, or their unit shall provide in writing to the Trustees the name or names, email addresses, and phone numbers of any tenants or occupants of the unit, other than visitors for less than thirty days.

2.

Lease Processing: A non-refundable administrative fee of Three Hundred Dollars (\$300.00) shall be assessed to any unit leased as of the effective date of this Lease Processing rule. This fee is intended to defray the expenses incurred by the Westborough Village Condominium Trust in connection with registering the leased units into administrative systems to track information regarding leased units.

3.

Limited Common Areas: WHEREAS, the Trustees are empowered to oversee the administration and operation of the condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, M.G.L. c. 183A, § 6(a)(ii) provides, in pertinent part, that the governing board of the organization of unit owners of a condominium "may require the owner of the unit to which a limited common area and facility is appurtenant, allocated, or designated to maintain, repair, or replace such limited common area and facility without the intervention of the organization of unit owners";

WHEREAS, the condominium's Master Deed, at Section 5.B thereof, enumerates limited common areas designated for the exclusive use of particular units; and

NOW, THEREFORE, the Trustees have adopted the following Resolution in accordance with M.G.L. c. 183A, § 6(a)(ii):

1. Each Unit Owner, subject to the reasonable approval of the Board, shall be responsible for arranging for the maintenance, repair, and replacement of the limited common areas appurtenant to each Unit Owner's unit.

2. The Unit Owners' responsibility to maintain, repair, and replace the limited common areas appurtenant to their units is subject to the limitations on exterior changes provided by Section 10.A(d) of the Master Deed.

3. If, due to the Unit Owner's failure to perform such work or to otherwise comply with relevant provisions of the Master Deed, Declaration of Trust, or Rules and Regulations, the Trustees have work performed for the maintenance, repair, or replacement of any limited common area for which a Unit Owner is responsible, the Trustees shall charge the costs of such work to the Unit Owner, which shall constitute a lien upon the Unit and be enforceable as a common expense pursuant to M.G.L. c. 183A, Section 6.

4. The Trustees and the Trust shall not be responsible for damage to any unit or personal property or injury to any person that is caused in connection with a Unit Owner's performance or lack of performance of the Unit Owner's maintenance or repair obligations under this Resolution.

4.

Fines: The Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of M.G.L. c. 183A, the Master Deed, the Declaration of Trust, or these Rules and Regulations governing the conduct of the Unit Owners and their family members, residents, tenants, invitees, and other persons for whom they are responsible as follows:

1 st offense	Notice	(Email and first-class mail)
2 nd offense	Fine up to \$100.00	(Email, first-class mail, and certified mail)
3 rd offense	Fine up to \$200.00	(Email, first-class mail, and certified mail)
4 th offense	Fine up to \$300.00	(Email, first-class mail, and certified mail)

Each day a violation continues after notice shall be considered a separate violation. Violations that endanger the health, safety, and welfare of others and/or pose a substantial threat to property shall be subject to such additional fines in amounts as the Trustees in their sole discretion may determine. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). If any expense is incurred by the Board as a result of a Unit Owner's failure to abide by M.G.L. c. 183A, the Master Deed, the Declaration of Trust, or the Rules and Regulations, or by the misconduct of a Unit Owner or his/her family members, tenants, or invitees, the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien a lien against that unit and shall be enforceable as a common expense.

In all other respects the Rules and Regulations as amended are hereby ratified and affirmed.

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[Signatures next page]

SO RESOLVED

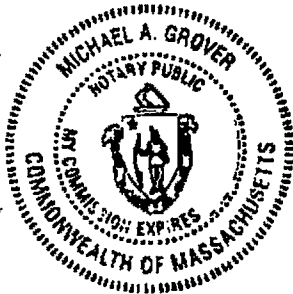
EXECUTED under seal this 4th day of April, 2026.

<u>CHETAN ASHARMA</u> <u>Chetan Asharma</u>	) Chetan Sharma,
<u>KENYA SANTOS</u> <u>Ky Set</u>	) Trustee
<u>DHARMESH PARIKH</u> <u>D. Parikh</u>	) Kenya Santos,
<u>MEHUL PATEL</u> <u>Mehul Patel</u>	) Trustee
<u>VENUGOPALA DODDA</u> <u>V. Dodda</u>	) Dharmesh Parikh,
	) Trustee
	MAJORITY OF THE BOARD OF
	TRUSTEES OF THE WESTBOROUGH
	VILLAGE CONDOMINIUM
	TRUST AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 4th day of April, 2026, before me, the undersigned notary public, personally appeared Chetan Sharma, Kenya Santos, Dharmesh Parikh, Mehul Patel, Venugopala Dodda, 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 Trustees of said Westborough Village Condominium Trust.



Michael A. Grover
Notary Public
My Commission Expires: 11/17/2028
Print Notary Public's Name: Michael Grover
Qualified in the Commonwealth of Massachusetts

