

101176

LORDVALE ACRES CONDOMINIUM TRUST
 CERTIFICATE OF CHANGE TO TRUST BYLAWS
 NEW RULES AND REGULATIONS SCHEDULE A-2000

The undersigned, being a majority of the members of the Board of Trustees of Lordvale Acres Condominium Trust, an unincorporated association of the unit owners of Lordvale Acres Condominium, established pursuant to Master Deed dated August 12, 1986 and recorded with the Worcester District Registry of Deeds in Book 9715, Page 124, which Trust is recorded with the Worcester District Registry of Deeds Book 9715, Page 165, hereby certify that at a duly convened Meeting of the Board of Trustees on July 25, 2000 it was voted, pursuant to Article III Section 2(e) of the Trust, to change the Rules and Regulations and thereby have a new set of Rules and Regulations recorded for Lordvale Acres Condominium:

SCHEDULE A-2000
 TO
 LORDVALE ACRES CONDOMINIUM TRUST
 DECLARATION OF TRUST

RULES AND REGULATIONS FOR LORDVALE ACRES CONDOMINIUM

1. All Common charges are due on the first of the month. Any fees not received by the 15th of the month will be assessed a \$25.00 late charge for each month the fees are late. Each unit owner is responsible for the actions of himself, his family, invitees and/or employees. Any infraction of these Rules and Regulations by any of the aforementioned can result in fines being levied on the unit owner. The Condominium Association shall have the power to levy fines against a unit owner for violation of these Rules and Regulations. Fines assessed for violation of Rules and Regulations are as follows:

- Step 1) Unit Owner and Tenant (if applicable) notified of 1st violation
- Step 2) \$25 (Twenty-five dollar) fine for second offense, notice sent to unit owner
- Step 3) \$50 (Fifty dollar) fine for third offense, certified notice sent to unit owner
- \$50 (Fifty dollar) fines will be assessed for each and every day a violation occurs thereafter
- Step 4) Legal action may be taken at the Board's discretion

In the case of persistent violation of these Rules and Regulations, the Condominium Association shall have the power to require unit owner to post bond to secure adherence to these Rules and Regulations, and may enforce compliance with any obligation of a unit owner in any court of competent jurisdiction. The Association shall seek court action against any unit owner who fails to pay fines on three (3) violations occurring within any 3-month period.

Pioneer Property Management
 115 Florence St
 Franklin MA 02038

RECORDED 9 AM
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2. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family, its servants and guests, as provided in Article VIII Section 10 of the Lordvale Acres Condominium Trust, as amended (the "Trust") Notwithstanding the foregoing, to the extent permitted by the applicable zoning ordinance or by-law, a person residing in any unit may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the unit shall engage in any such activities in the unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers.
3. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees. Each unit owner shall be obligated to maintain and keep in good order and repair the unit in accordance with the provisions of the Declaration of Trust.
4. 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 Trustees. 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 committed in the Common Elements.
5. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls or doors of the building and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, without prior consent of the Board of Trustees. Please see Antenna Restrictions Amendment for satellite restrictions. Unit owners shall also not cause or permit a window air conditioner to be installed, without prior consent of the Board of Trustees.
6. **Parking:** Unit owners and their tenants, guests and invitees are not permitted to park on the common areas, except as provided hereinafter. Unit owners, tenants, guests and invitees are allowed to park in their garages and driveways nearest their respective units. Guests and invitees are permitted to park on the paved street, but only in the event that both the garage of the unit owner and driveway nearest the unit owner they are visiting are full. Notwithstanding the foregoing, there shall be no overnight parking permitted on the paved street. Unit owners, tenants, guests and invitees are also allowed to park in the overflow parking area a designated by the Trustees from time to time. However, the overflow parking areas are only to be used by a unit owner, tenant, guest or invitee when the garage of the unit owner and driveway nearest that owner's unit are full. Any vehicles parked within the overflow parking areas for a period of greater than five days in a row will be towed. No unregistered or uninsured vehicles may be parked anywhere on the common areas of the condominium.

7. **Commercial Vehicles:** No petroleum may be added to or removed from any internal engine within any unit or portion of the Common Elements of the Condominium. No washing or repairing of automobiles shall not take place within the Condominium, nor shall the parking spaces be used for any purpose other than to park registered motor vehicles. Pick-up trucks with a bed cover/cap not exceeding 3/4 ton in weight, provided a permit for the same has been issued by the Board of Trustees, and excluding specifically all other trucks, commercial vans, commercial vehicles, commercial pick-ups, commercial vehicles with lettering/advertising, trailers, motorcycles and boats. Parking is limited to licensed, registered passenger vehicles. Campers, trailers, motorcycles, recreational vehicles, etc. must be concealed within the owner's garage at all times or must be housed off the Lordvale Acres premises. Extended repairing or maintenance to vehicles in the common areas or driveways is expressly forbidden.
8. The speed limit with in the Lordvale Acres Community is **15-MILES PER HOUR.**
9. No noxious or offensive activity shall be carried on in any unit, or in the Common Elements; 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 gun or weapon of any kind may be used. No unit owner shall make or permit any disturbing noises in the Common Elements or units by the unit owner or the family, servants, employees, agents, visitors and licensees of such owner, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owners shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the premises between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.
10. Nothing shall be done in any unit or in, on or the Common Elements which will impair the structural integrity of the building or which would change the structure of the building.
11. No clothes, sheets, blankets, laundry, or similar articles shall be hung out of the 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.
12. Except in recreational areas, if any, designated as such by the Board of Trustees, there shall be no playing, lounging or parking baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the Common Elements.
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, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or 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. The right is reserved by the Developer and the Board of Trustees or its agent, to place at the entrance of a unit "For Sale", "For Rent", or "For Lease" signs for any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs for any unit owned by such mortgagee.
14. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Trustees.
15. 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 Trustees.

16. 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, windows or balconies thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other than that, for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to the plumbing systems of the building resulting from such misuse shall be paid for by the unit owner who causes it.
17. All radios, television or other electrical equipment of any kind or nature installed or used in each unit shall comply fully with all Rules and Regulations, requirements of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit. No external wiring is allowed on the exterior of the building, unless approved by the Board of Trustees. Satellite Dish restrictions please refer to **Resolution "Antenna Restrictions"**.
18. The agents of the Board of Trustees, or the managing agent, any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
19. Nothing shall be hung from the windows, or placed upon the window's sills, with the exception of potted plants. No rugs or mops shall be shaken or hung from or on any of the windows or doors.
20. No unit owner or occupant or any of his licensees, lessees, or visitors 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.
21. The color of the portion of draperies, blinds, curtains or shutters visible from the exterior shall conform to standard specified by the Board of Trustees. The current standards are white.
22. The Board of Trustees shall promulgate from time to time a list of services and conveniences and firms such as dry-cleaners, laundries, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Trustees.
23. Specific holiday decorations may be put up one month prior to the holiday, and must be removed within one month after the holiday.
24. Owner's alterations of landscaping, without the prior written consent of the Board of Trustees, shall be limited to flowers, which may be added or removed only in the mulch areas. No alteration of the landscaping on any part of the common area is permitted without the prior written consent of the Board of Trustees.

*) See Next Page

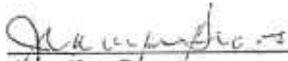
LORDVALE ACRES CONDOMINIUM TRUST
CERTIFICATE OF CHANGE TO TRUST BYLAWS
RULE #23 – Holiday Decoration Rule

The undersigned, being a majority of the members of the Board of Trustees of Lordvale Acres Condominium Trust, an unincorporated association of the unit owners of Lordvale Acres Condominium, established pursuant to Master Deed dated August 12, 1986 and recorded with the Worcester District Registry of Deeds in Book 9715, Page 124, which Trust is recorded with the Worcester District Registry of Deeds Book 9715, Page 165, hereby certify that at a duly convened Meeting of the Board of Trustees on January 27, 2011 it was voted, pursuant to Article III Section 2(e) of the Trust, to remove the current language in Rule #23 per schedule A-2000 of the Rules and Regulations and replacing with the following:


Rule #23: Holiday Decorations

Decorations must be removed within fifteen (15) days after any holiday. No outside lights are allowed including any inflatable items. Decorations cannot be attached to the siding of the building, except on the provided mounting block located at the front door. Christmas trees must be disposed of properly and cannot be disposed of in the woods.

Approved by the following constituting the Board of Trustees:

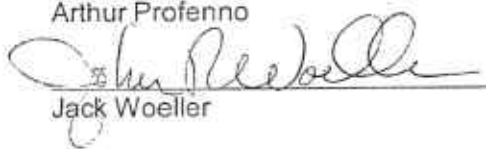


Jennifer Groves




Lindsay Thompson

Arthur Profenno




Jack Woeller



Mary Anne Adams



Sharon Jackson




Juan Gomez

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

January 27, 2011

Then personally appeared the above-named Mary Ann Adams, Sharon Jackson, Lindsay Thompson, Juan Gomez, Jack Woeller, Jennifer Groves, Arthur Profenno, Trustees aforesaid, and acknowledged the foregoing to be their free act and deed, before me,



Roy Blanchard, Notary Public
My Commission Expires April 5, 2013

25. All refuse must be placed curbside in an enclosed container that have been provided. Garbage and trash must be securely contained within properly closed high quality plastic bags AND placed within secured trash cans. Refuse must not be placed outside sooner than sundown on the day prior to collection and containers must be removed the day of collection. Containers must be placed at the edge of the driveway and not the landscape areas. Containers must be stored inside owners garage except on collection day.
26. **PETS** - No animals or reptiles of any kind shall be raised, bred maintained or kept in any unit or in the Common Elements for commercial purposes. No dogs shall be raised, bred or kept in the condominium except for pets which meet ALL the following criteria:
- (a) the pet belongs to the owner/tenant of the condominium unit
 - (b) a dog deposit of \$100.00 has been paid to the Association to insure compliance of the pet regulations.
 - (c) the pet does not cause or create any nuisance or unreasonable disturbance
 - (d) the pet owner ensures that the pet is curbed and that all pet waste is immediately collected and disposed of properly. Pets must be leashed at all times and the leash must be held by a responsible person. No pet runs are allowed.
 - (e) the pet owner agrees to compensate any person bitten or hurt by the pet and agrees to hold the Association and other owners harmless from any claim resulting from any action by his/her pet.
 - (f) **the pet can not exceed 12" high or 22" long.** No unit to exceed one animal without the approval of the Board of Trustees.
 - (g) owners of pets shall be responsible for controlling their pets behavior at all times. Dogs are **NOT PERMITTED** in or on any of the common area unless carried or leashed.
 - (h) any pet violations will result in one warning by the Board of Trustees concerning such behavior. Any further violations the Board of Trustees shall have the pet removed permanently from the property upon three (3) days written notice.

See Next Page

LORDVALE ACRES CONDOMINIUM TRUST
CERTIFICATE OF CHANGE TO TRUST BYLAWS
Amended Pet Rule

The undersigned, being a majority of the members of the Board of Trustees of Lordvale Acres Condominium Trust, an unincorporated association of the unit owners of Lordvale Acres Condominium, established pursuant to Master Deed dated August 12, 1986 and recorded with the Worcester District Registry of Deeds in Book 9715, Page 124, which Trust is recorded with the Worcester District Registry of Deeds Book 9715, Page 165, hereby certify that at a duly convened Meeting of the Board of Trustees on April 25, 2007 it was voted, pursuant to Article III Section 2(e) of the Trust, to change Schedule A-2000 to Lordvale Acres Condominium Trust, Declaration of Trust, the Pet Rules and Regulations, Rule #26 (f) of the Trust, from "the pet can not exceed 12" high or 22" long" to now read **the dog can not exceed 50 lbs in weight and due to insurance restrictions certain breeds of dogs will not be allowed.** There by adding a new subsection (f) recorded for Lordvale Acres Condominium:

Approved by the following constituting the Board of Trustees:

Jennifer Groves

Mary Anne Adams
Mary Anne Adams

Lisa Resnick
Lisa Resnick

Denise Wunn
Denise Wunn

Sharon Jackson
Sharon Jackson

Stephen Ford
Stephen Ford

Arthur Profenno
Arthur Profenno



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COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

April 25, 2007

Then personally appeared the above-named Mary Ann Adams, Sharon Jackson, Stephen Ford, Denise Wunn, Jennifer Groves, Lisa Resnick, Arthur Profenno, Trustees aforesaid, and acknowledged the foregoing to be their free act and deed, before me,

Roy Blanchard
Roy Blanchard, Notary Public
My Commission Expires April 5, 2013

Return

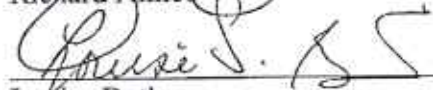
Pioneer Property Management Inc
15 Florence St

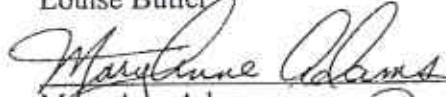
Franklin, MA 02038

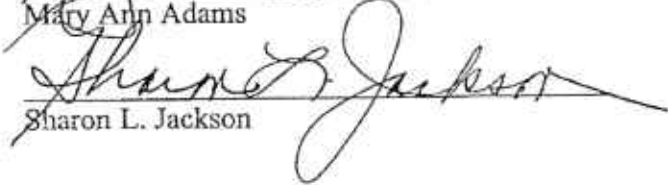
ATTEST: WORC. Anthony J. Vigliotti, Register

Approved by the following constituting the Board of Trustees:


Richard Amico


Louise Butler


Mary Ann Adams


Sharon L. Jackson

John Pilczak


Robert Berger



Boris Lapitsky

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

July 25, 2000

Then personally appeared the above-named Richard Amico, Louise Butler, Mary Ann Adams, Sharon L. Jackson, John Pilczak, Robert Berger, Boris Lapitsky, Trustees aforesaid, and acknowledged the foregoing to be their free act and deed, before me,


Roy Blanchard, Notary Public
My Commission Expires April 14, 2006

Dual

ATTEST: WORC. Anthony J. Vigliotti, Register



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LORDVALE ACRES CONDOMINIUM TRUST
CERTIFICATE OF CHANGE TO TRUST BYLAWS
RULE #27 - VINYL SIDING
RULE #28 - GRILLS

The undersigned, being a majority of the members of the Board of Trustees of Lordvale Acres Condominium Trust, an unincorporated association of the unit owners of Lordvale Acres Condominium, established pursuant to Master Deed dated August 12, 1986 and recorded with the Worcester District Registry of Deeds in Book 9715, Page 124, which Trust is recorded with the Worcester District Registry of Deeds Book 9715, Page 165, hereby certify that at a duly convened Meeting of the Board of Trustees on September 24, 2003 it was voted, pursuant to Article III Section 2(e) of the Trust, to change the Rules and Regulations and thereby adding a new Rule recorded for Lordvale Acres Condominium:

RULE #27 – VINYL SIDING

- A. No unit owner, tenant, or hired contractor can alter, change, remove, and replace any vinyl siding without the written permission of the Board of Trustees.
- B. No unit owner, tenant, or hired contractor can change any window, entrance door or slider without the written permission of the Board of Trustees.
- C. No unit owner, tenant can attach anything to the vinyl siding or trim of the building, except on mounting blocks. Mounting blocks have been provided at the entrance door for personal decalcomania. No attaching of decalcomania or other decorations shall be done on any exterior part or surface of any unit.
- D. No nails, screws, holes or any type of fastener are to be put into the vinyl siding, including the trim.
- E. No storage and use of grills and barbecues shall be allowed on the decks, per order of the Grafton Fire Department and the Master Insurance Company. The heat from the grills will melt the vinyl siding. The grills are allowed within your rear outside patio area. When grills are on they are to be Five Feet (5') from the siding of the building.
- F. Any damage caused by the unit owner, tenant or guest to the vinyl siding will be repaired at the owners expense, and repaired by the association.
- G. No unit owner, tenant or hired contractor is allowed to paint any exterior trim, due to warranties provided by the manufacturer.

RULE #28 – GRILLS

- A. No storage and use of grills and barbecues shall be allowed on the decks, per order of the Grafton Fire Department and the Master Insurance Company. The heat from the grills will melt the vinyl siding. The grills are allowed within your rear outside patio area. When grills are on they are to be Five Feet (5') from the siding of the building.

return: Pioneer Property Management, Inc.
15 Florence St.
Franklin, MA 02038
Page

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LORDVALE ACRES CONDOMINIUM

Amendment to the Rules and Regulations
Unit Owner Maintenance Resolution



The undersigned, being a majority of the Board of Trustees (the "Board") of the Lordvale Acres Condominium Trust (the "Association") under Declaration of Trust dated August 12, 1986 and recorded with the Worcester County Registry of Deeds in Book 9719, Page 165, as amended, the organization of unit owners of the Lordvale Acres Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article III, Section 2(e) of the Declaration of Trust:

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article VII, Section 9 of the Declaration of Trust which provides inter alia:

"All maintenance and repairs to any Unit other than to the Common Elements contained therein, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided specifically herein."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

maid
Richard Brooks Esq
Marcus, Esq. & Emmer & Brooks, P. C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 20% and 65 % at all times.

2. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters, if any, prior to the end of the warranty period;
- (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the Unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the Unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the Unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;

- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5 Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

8. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

SO RESOLVED.

EXECUTED as a sealed instrument this 20th day of January, 2005.

Stephen Ford)
 Stephen Ford)
Arthur J. Poff)
 Arthur J. Poff)
Denise Wynn)
 Denise Wynn)
Sharon Jackson)
 Sharon Jackson)
Mary Anne Adams)
 Mary Anne Adams)
Christopher Collier)
 Christopher Collier)

AS TRUSTEES OF THE LORDVALE ACRES CONDOMINIUM TRUST AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 20th day of January, 2005, before me, the undersigned notary public, personally appeared Stephen Ford, Arthur Proseno, Denise Wum, 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(s) whose name(s) is/are signed above, and acknowledged the foregoing to be signed by him/her/them voluntarily for its stated purpose, as Trustees of said Lordvale Acres Condominium Trust.

Roy Blanchard

Notary Public
My Commission Expires: April 14, 2006
Print Notary Public's Name: Roy Blanchard
Qualified in the Commonwealth of Massachusetts

Lordvale Acres Condominiums

Slider/Window Replacement and Storm Door Policy

As of April 28, 2005


Per the Lordvale Acres Condominium Master Deed all owners are responsible for their windows and doors, which includes all screens. In order to ensure continuity within the community, the Board of Trustees has adopted the following policy with regards to window and door replacements.

1. All owners are responsible for proper maintenance and repair of all windows and doors. The Board of Trustees or Management Company can instruct owners to repair their windows and doors that affect the appearance of the community. This can include but not limited to the following: rotted wood, fogged glass due to broken window seals, broken windows, and screens in disrepair.
2. Any owner who wishes to replace windows or doors must first (1st) obtain approval from the Association and/or Management Company prior to replacement. The replacement cost is the owner's responsibility.
3. All replacement windows and doors must look the same from the outside as the existing window or door. All front windows and sliders are to be bronze in color from the outside. The rear sliders can be white in color.
4. Proper installation includes metal flashing, flanges and/or ice/water barrier, to ensure no water penetration occurs. Any rotted framing caused by improper installation will be the owner's responsibility to pay the Association to repair. The Association will repair the rotted structure, ie: wall, properly and bill the owner.
5. To properly install new sliders, windows and doors, vinyl siding or aluminum wrap will have to be removed and reinstalled. The owner will pay the Association to properly remove and replace the vinyl siding.
6. Owners must submit proper paperwork to the Association that includes the contractors name, address, telephone number, workers compensation and liability insurance certificate naming the Association on the certificate, which window or door is being replaced along with manufacturers make, model and description.
7. Storm Doors: The Association has only one approved storm door, which is from Harvey Industries called a "Hollywood" storm door. Since Harvey's only sells to contractors you can purchase the storm door from the Management Company and have the Management Company install the door or hire your own licensed contractor for the installation.


As approved by the Lordvale Acres Condominiums Board of Trustees on April 28, 2005.

Lisa Resnick *Shawn Jackson* *Chris Keller* *Arthur C. P.*
Mary Anne Adams *Stephen Ford* *Denise Wynn*

Approved by the following constituting the Board of Trustees:

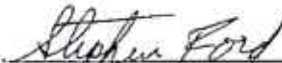


John Pilczak

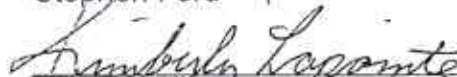


Mary Anne Adams

~~Sharon Jackson~~



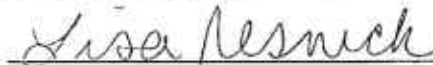
Stephen Ford



Kimberly Lapointe



Millicent Maziarski




Lisa Resnick

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

September 24, 2003

Then personally appeared the above-named John Pilczak, Mary Ann Adams, ~~Sharon Jackson~~, Stephen Ford, Kimberly Lapointe, Millicent Maziarski, Lisa Resnick, Trustees aforesaid, and acknowledged the foregoing to be their free act and deed, before me,



Roy Blanchard, Notary Public
My Commission Expires April 14, 2006



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Page: 1 of 2 05/17/2006 09:31 AM

LORDVALE ACRES CONDOMINIUM TRUST
CERTIFICATE OF CHANGE TO TRUST BYLAWS
RULE #29 – Exclusive Use Areas Changes and Alterations

The undersigned, being a majority of the members of the Board of Trustees of Lordvale Acres Condominium Trust, an unincorporated association of the unit owners of Lordvale Acres Condominium, established pursuant to Master Deed dated August 12, 1986 and recorded with the Worcester District Registry of Deeds in Book 9715, Page 124, which Trust is recorded with the Worcester District Registry of Deeds Book 9719, Page 165, hereby certify that at a duly convened Meeting of the Board of Trustees on April 20, 2006 it was voted, pursuant to Article III Section 2(e) of the Trust, to change the Rules and Regulations and thereby adding a new Rule recorded for Lordvale Acres Condominium:

Exclusive Use Areas Changes and Alterations

1. Nothing shall be altered or constructed in or removed from the common areas and facilities and limited common area except upon the prior written consent of the Board of Trustees.
2. Unit Owners are prohibited from placing or constructing any additions or alterations, including but not limited to any deck, balcony, porch, patio, garden or yard enclosure, awning, or other item, and no exterior change, alteration, addition, structure, projection, decoration or other feature (collectively referred to as "Alterations") shall be erected, applied to, or placed upon or attached to or hung from any Unit, or any part thereof, on the Building(s) or upon any other Common Elements or exclusive use areas without the written approval of the Trustees.
3. Unit Owners shall not remove or plant any trees or shrubbery without the written approval of the Trustees.
4. Any Alterations must be approved by the Trustees before commencement of the work and shall be subject to such terms and conditions as determined by the Trustees.
5. All contractors performing Alterations shall be insured to the satisfaction of the Trustees and shall be properly licensed pursuant to Massachusetts General Laws Chapter 142A.
6. All repairs, maintenance or replacements of such Alterations or any areas affected by such Alterations shall from this date forward be the obligation, at their sole cost and expense of the Owner.
7. The Unit Owner agrees that they and their heirs, successors and assigns, including but not limited to, subsequent owners shall be solely responsible for the cost to maintain, repair and replace said Alterations.
8. Damage to the common areas, limited common area or to the Building arising from such Alterations must be repaired promptly by the Unit Owner and to the satisfaction of the Trustees

2

MAIL
Property Management Inc
15 Florence St Franklin MA
00038

Approved by the following constituting the Board of Trustees:

Georgianne Bessette
Georgianne Bessette

Mary Anne Adams
Mary Anne Adams

Sharon Jackson
Sharon Jackson

Stephen Ford
Stephen Ford

Arthur Profenno
Arthur Profenno

Denise Wunn
Denise Wunn

Lisa Resnick
Lisa Resnick

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

April 20, 2006

Then personally appeared the above-named Mary Ann Adams, Sharon Jackson, Stephen Ford, Denise Wunn, Georgianne Bessette, Lisa Resnick, Arthur Profenno, Trustees aforesaid, and acknowledged the foregoing to be their free act and deed, before me.

Roy Blanchard
Roy Blanchard, Notary Public
My Commission Expires April 5, 2013

①



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Reserved for Registry Use

LORDVALE ACRES CONDOMINIUM TRUST
AMENDMENT TO RULES AND REGULATIONS

We, the undersigned, being a majority of the Trustees of the Lordvale Acres Condominium Trust under Declaration of Trust dated August 12, 1986 and filed with the Worcester District Registry of Deeds at Book 9719, Page 165, (the "Trust"), which Trust is the organization of unit owners of the Lordvale Acres Condominium created by Master Deed recorded at said Registry at Book 9719, Page 124, do hereby adopt the following amendment to the Lordvale Acres Condominium Rules and Regulations pursuant to Article VII, Section 15 of the Trust:

The parking of electric motor vehicles in any garage is prohibited. The Unit Owner shall be held solely liable for any damage or injury caused by fire that originates from or is exacerbated by an electric vehicle parked in a garage.

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

SO RESOLVED

[Remainder of page intentionally blank]
[Signatures next page]

EXECUTED under seal this 16th day of October, 2023.

Sharon Jackson
 Sharon Jackson
Marcia MacWilliams
 Marcia MacWilliams
Lauren Sheridan
 Lauren Sheridan
Brian Young
 Brian Young
Robin High
 Robin High
Leslie MacDonald
 Leslie MacDonald

MAJORITY OF THE BOARD OF TRUSTEES OF LORDVALE ACRES CONDOMINIUM TRUST AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 16th day of October, 2023, before me, the undersigned notary public, personally appeared Sharon Jackson, Marcia MacWilliams, Lauren Sheridan, Brian Young, Robin High, Leslie MacDonald

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 Lordvale Acres Condominium Trust.

Roy Blanchard
 Notary Public
 My Commission Expires: April 1, 2027
 Print Notary Public's Name: Roy Blanchard
 Qualified in the Commonwealth of Massachusetts

LORDVALE ACRES CONDOMINIUM

AMENDMENT NUMBER SEVEN
TO THE MASTER DEED

Reference is hereby made to that certain Master Deed recorded with the Worcester County Registry of Deeds in Book 9719, Page 124, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Lordvale Acres Condominium.

WHEREAS said Master Deed has heretofore been amended by Amendment Number 1 dated October 21, 1986, and recorded with the Worcester County Registry of Deeds in Book 9915, Page 163; Amendment Number 2 dated June 5, 1987, and recorded with the Worcester County Registry of Deeds in Book 10529, Page 104; Amendment Number 3 dated July 22, 1987, and recorded with the Worcester County Registry of Deeds in Book 10687, Page 258; Amendment Number 4 dated June 30, 1988, and recorded with the Worcester County Registry of Deeds in Book 11457, Page 026; Amendment Number 5 dated November 9, 1992, and recorded with the Worcester County Registry of Deeds in Book 14729, Page 049; and Amendment Number 6 dated May 9, 1994, and recorded with the Worcester County Registry of Deeds in Book 16274, Page 079.

WHEREAS the Unit Owners entitled to sixty-seven percent (67%) or more of the Undivided Interest desire to further amend said Master Deed as provided for in Section 15 thereof.

WHEREAS no other consents are required for this amendment.

PIONEER
PROPERTY MANAGEMENT, INC.
15 Florence Street
Franklin, MA 02038

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NOW THEREFORE said Master Deed is hereby further amended in accordance with the provisions of said Section 15 as follows:

1. Section 10.A is amended by deleting from the first sentence thereof the words and punctuation "leased or rented for less than seven (7) days," following "and no Unit or any portion thereof may be".
2. Section 10 is further amended by adding the following new subsection:

D. No Unit may be leased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In addition to the foregoing, at no time may more than thirty-six (36) percent of the Units be leased at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his Unit shall first seek the consent of the Trustees to rent, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall be granted for a one-year period. Should the Unit Owner who has received permission desire to relet the Unit, he shall again seek the consent of the Trustees. All such requests shall be granted upon a first come/first serve basis; provided, however,

that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to rent their Unit with the aforesaid limitation for which purpose they may establish Rules. The Trustees may permit the rental of a Unit notwithstanding that the foregoing limitation has been reached in such case as adhering to it would, in the Trustees sole discretion, cause an undo hardship. Additionally, in administering the foregoing those Units which are currently rented shall be permitted to continue to be rented provided that the Unit continues to be owned by the current Unit Owner(s) and the Unit is not occupied for any period after the adoption by this amendment provision by the Unit Owner.

In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. This restriction shall not apply to any First Mortgage which acquires and holds title to a Unit as a result of foreclosure, a deed in lieu of foreclosure or the exercise of any remedy under its mortgage or applicable law.

IN WITNESS WHEREOF we, the undersigned, being a majority of the Trustees of the Lordvale Acres Condominium Trust as noted in that certain instrument entitled "Certificate of Board members and of Address" and recorded with the Worcester County Registry of Deeds in Book ^{dx} 190802, Page _____ having first received the written consent of the Unit Owners entitled to sixty-seven percent (67%) or more of the Undivided Interest which consents are attached hereto, have set our hands and seals this 17th day of December, 1999.

Sharon L. Jackson
 Sharon L. Jackson, Trustee of the Lordvale Condominium Trust

Richard J. Amico
 Richard J. Amico, Trustee of the Lordvale Condominium Trust

Trust Book 9719
 Page 165

Boris Lapitsky
Boris Lapitsky, Trustee of the
Lordvale Condominium Trust

Mary Anne O. Adams
Mary Anne O Adams, Trustee of the
Lordvale Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 17, 1999

Then personally appeared before me the above-named Sharon Jackson
_____ and acknowledged the foregoing to be ~~his~~/her free act
and deed.

Roy Blanchard
Notary Public Roy Blanchard
My commission expires: 4-14-06

Sen

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 17, 1999

Then personally appeared before me the above-named Richard J. Amico
_____ and acknowledged the foregoing to be his/~~her~~ free act
and deed.

Roy Blanchard
Notary Public Roy Blanchard
My commission expires: 4-14-06

Sen

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 17, 1999

Then personally appeared before me the above-named Boris Lapitsky
_____ and acknowledged the foregoing to be his/her free act
and deed.

Roy Blanchard

Notary Public Roy Blanchard
My commission expires: 4-14-06

See

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 17, 1999

Then personally appeared before me the above-named Mary Anne R Adams
_____ and acknowledged the foregoing to be his/her free act
and deed.

Roy Blanchard

Notary Public Roy Blanchard
My commission expires: 4-14-06

See

33118
LORDVALE ACRES CONDOMINIUM
RESOLUTION
ANTENNA RESTRICTIONS

D

We, the undersigned, being a majority of the Board of Trustees of the Lordvale Acres Condominium Trust under Declaration of Trust,* pursuant to Article III, Section 2 of said Trust do hereby adopt the following resolution relating to antennas as follows:

1. Definitions.

*Book 9719, Page 165 Recorded at Worcester Cty. Reg. of Deeds

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the reception antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas.

2. (a) No resident shall install a reception antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the condominium.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

(c) Tenants must obtain the written permission of the owner before they may install a reception antenna on any limited common areas as defined in the Master Deed within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:

A. Reception Antenna shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

B. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

C. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this rule shall require a reception antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. In no event may antennas be installed on roofs, lawns or other common areas. Residents must first attempt to install the antennas within the units. If an acceptable signal is not possible, residents must next attempt to install the antenna on their own exclusive use first floor rear deck, if any, below the level of the top

MAIL Lordvale Acres
 Pioneer Property Management Inc. 15 Florence St Franklin 02035

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of the railing of that deck (but not on the railings). If an acceptable signal is not possible, residents must next attempt to install the antenna on their own exclusive use second floor rear deck, if any, below the level of the top of the railing of that deck (but not on the railings). Residents must provide the Board, prior to installation, a copy of their deed which must state that they have the exclusive use of their deck. If an acceptable signal is not received in any of these three areas, then prior to installation on any other exclusive use area, if any, the resident must first provide the Board with written certification signed under the pains and penalties of perjury by a qualified antenna installer certifying that an acceptable quality signal cannot be received in the unit or first or second floor deck. Connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

D. Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

E. Reception Antennas and similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

F. If Reception Antennas are allowed to be placed outside the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the reception antenna from view.

G. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.

H. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installer in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured.

I. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and have guy wires securing the device to the building or ground if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.

J. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

K. No resident may install more than one (1) antenna or more than one (1) satellite dish.

4. Process and Procedure.

(a) In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having jurisdiction over the matter. To the extent permitted by the FCC, the Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

5. Transmission Antennas are prohibited.

6. At least five (5) days prior to the commencement of any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation.

7. The resident is responsible for the immediate removal of the antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

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

EXECUTED under seal this 6th day of March, 1997.

Majority of the Board of Trustees
of the Lordvale Acres
Condominium Trust and not
individually

Scott Anderson
 (Sharon L Jackson)
 (Bryan Gerard Roy)
 (Nanette M Smith)
 (Gloria Pilczak)
 (Joseph T O'Leary)
 (Carl Goldman)

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

March 6, 1997

Then personally appeared the above named Scott Anderson, Gloria Pilczak, Sharon L. Jackson, Bryan Gerard Roy, Nanette M. Smith, Joseph T. O'Leary, and Carl Goldman, as Trustees of the Lordvale Acres Condominium Trust, and not individually, and acknowledged the foregoing instrument to be their free act and deed, before me.

Roy Blanchard
Notary Public Roy Blanchard
My Commission Expires: April 22, 1999

ATTEST: WORC. Anthony J. Vigliotti, Register

LORDVALE ACRES CONDOMINIUM TRUST

c/o Wellington Property Management Group
P.O. Box 1492, Westborough, MA 01581
Office: (508) 898 - 9993 * Fax: (508) 870 - 5896

CONDOMINIUM LEASE ADDENDUM

The following addendum is made part of the lease between the undersigned parties with respect to Unit _____ (the "Premises") at _____.

"This lease is subject in all respects to the master deed, by-laws, rules and regulations and all other constituent documents of **LORDVALE ACRES CONDOMINIUM TRUST**, as the same may from time to time be amended. Tenant expressly covenants and agrees to perform all obligations set forth in said Condominium documents with respect to the operation and maintenance of the Premises and otherwise applicable to the unit owner thereof, not to do or permit to be done any act or thing in violation of said Condominium documents nor to require Landlord to do or perform any act or thing not authorized or permitted by the terms thereof. Whenever the obligations of Landlord to Tenant would depend in whole or in part upon the obligations of the organization of unit owners of the Condominium or its trustees, agents, contractors or employees to Landlord, Landlord shall use reasonably diligent efforts to obtain appropriate action on the part of said organization or trustees, agents, contractors or employees."

WITNESS the execution hereof under seal this _____ day of _____, 20_____.

LANDLORD

TENANT

TENANT

TENANT