

## DEERFIELD FOREST CONDOMINIUM AMENDED RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust dated November 20, 1986, and recorded with the Middlesex County South District Registry of Deeds in Book 17756, Page 44, as may be amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Deerfield Forest Condominium Trust, the organization of Unit Owners of the Deerfield Forest Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated November 20, 1986, and recorded with the Middlesex County South District Registry of Deeds in Book 17756, Page 4, as may be amended.

We, the undersigned, being the Trustees of said Deerfield Forest Condominium Trust, do hereby certify that the Board of Trustees has, in accordance with Article VI, Section 6.2(p), of said Trust, adopted the following Amended Rules and Regulations effective as of September 28, 2006.

1. No part of the Condominium, (the "Condominium"), shall be used for any purposes except those set forth in the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust of the Deerfield Forest Condominium Trust (the "Trust").
2. The Common Areas and Facilities of the Condominium, including without limitation the pool, tennis courts and laundry facilities, shall be governed by rules and regulations set forth by the management company, and as amended from time to time, said rules and regulations shall be strictly adhered to by all Unit Owners, their tenants, guests and invitees.
3. No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities, except that:
  - (a) Unit Owners who were tenants of Deerfield Forest apartment at the time of the recording of the Master Deed, January 6, 1987, may keep on their Units only those dogs, cats or other household pets (hereinafter collectively, "household pets") owned by such Unit Owners at the time they purchased their Units, but not any such pet acquired or born thereafter.
  - (b) Household pets permitted pursuant to (a) above shall be subject to the following Rules and Regulations:
    1. Such household pets may not exceed one (1) pet per Unit;
    2. Such pets may not be kept, bred or maintained for any commercial purposes;
    3. All household pets shall at all times wear identification tags;

4. Except as permitted in clause (5) below, household pets shall not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless carried;
5. Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees for such purpose; and
6. Each Unit Owner shall promptly clean up after their household pets, and dispose of any wastes generated thereby;
7. Each Unit Owner keeping or allowing such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Areas and Facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:
  - (i) assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
  - (ii) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days written notice from the Trustees.

- (c) Upon the receipt of written notification of any Unit Owner as to the violation (the "Pet Violation Notification") of the provisions of this Section (collectively the "Household Pet Provisions"), or upon the Trustees' own initiative, the Trustees shall, with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the specific nature of such violation, including time, date and location, and the Trustee's authority to levy fines for violating the Household Pet Provisions (the "Household Pet Violation Letter"),

Upon receipt of a second Household Pet Violation Notification with respect to any Unit Owner who has previously been sent a Household Pet Violation Letter by the Trustee, the Trustees shall impose a fine of \$50.00 for each day such violation continues, or, in their sole discretion, may arrange for repair and clean-up at the violating Unit Owner's expense. Unpaid repair and clean-up charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator of the

Household Pet Provisions pursuant to the provisions of Section 6 of Chapter 183A.

4. **All fireplaces in the Units of the Condominiums are decorative only, and are not functional. It is against the rules and regulations of the Trust to use any fireplace in the Units of the Condominium.** Specifically, there shall not be permitted any manner of lit fire within any fireplace in the units of the Condominiums. Installation of wood burning stoves is expressly prohibited. Each Unit Owner shall be responsible for the actions of his tenants, guests, or invitees in connection with this prohibition.
5. There shall be no smoking of any kind, including but not limited to cigars, cigarettes and pipes, at the swimming pool or any portion of the grounds of the swimming pool and the common area hallways at the Deerfield Forest Condominium.
6. Barbequing Rules and Regulations
  - (a) Propane Grills & Propane Tanks  
The use of propane grills and the storage of propane tanks are prohibited in all interior and exterior common areas and facilities and within the individual units at Deerfield Forest Condominiums.
  - (b) Electric Grills  
Barbequing with electric grills is now permitted on the unit's exterior cement patios and second and third floor balconies. Electric grills must be positioned away from the building's vinyl siding and only used in such a manner that any odors will not disturb any other resident or guest. Electric grills must be placed on a non combustible base or elevated surface when hot and not stored until cool to the touch.
  - (c) Charcoal Grills  
The use of charcoal grills shall be permitted only in the designated barbeque area located behind the tennis court and under the following conditions: Charcoal grills are not to be left unattended while lit or smoldering. All coals shall be fully extinguished before disposed. All food scraps, grease, spills, trash, etc. shall be thoroughly cleaned from the designated barbeque area after use. Lighter fluid, matches, and other combustible materials shall not be left in the common areas or within reach of children and shall be promptly stored in a safe place after use.
7. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior

consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.

8. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of any building of the Condominium (collectively the "Building"), or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on any Building or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
9. All owners who desire to install a satellite dish for satellite services MUST contact the management office for guidelines prior to any installation.
10. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any Building or Units, and no sign, with the exception of those signs expressly permitted under Section 6.7.2 of the Trust, awning, canopy, shutter, or radio or television antenna (except for the master antenna system, if any) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, of exposed on or at any window, without the prior written consent of the Trustees.
11. All draperies in every Unit, as well as any other hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance rating Board, and may not be closer than one inch (1") to heating units.
12. All draperies and window coverings shall be white or white-lined as visible from the exterior of the Unit.
13. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of any Unit or exposed on or in part of the Common Areas and Facilities. The Common Areas and Facilities (including the balconies and patios) shall be kept free and clear of all rubbish, debris, and other unsightly materials.
14. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees.
15. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.

16. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. 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 plumbing system of any of the Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
17. The use of "Drano" for clogged pipes is prohibited. Such use will damage the plastic piping if used. The owner of any unit in which the use of Drano created damage to piping will be held responsible for the cost of repair and any resulting water damage.
18. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations 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.
19. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
20. The management company shall be given 24 hours notice of the moving in or out or part of the furnishings of any Unit, or delivery of same, in order to coordinate and supervise use of common facilities. Any damage to any part of the Common Areas and Facilities shall be paid for by the Unit Owner who shall have caused it or at whose direction such moving or delivery was performed.
21. Any maintenance, repair or replacement of common areas and facilities which is determined to be the responsibility of a unit owner shall be done only by contractors or workmen approved in writing by the Trustees prior to the start of any such work.
22. No Unit Owner or occupant or any of his agents, servants, employees, 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.
23. No Unit owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:

- (a) May be done or become an annoyance or nuisance to the other Unit Owners or occupants,
- (b) Will interfere with the rights, comforts or conveniences of other Unit Owners,
- (c) May or does cause damage to any other Unit or to the Common Areas and Facilities, or
- (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

Total volume of television sets, radios, stereo equipment, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering ones neighbors.

- 24. No boats, boat trailers, other trailers, "storage pod" or other portable/temporary storage facilities, mobile homes, vans, motorcycles, trucks or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Trustees. No vehicle which cannot operate on its own power shall be permitted on the Condominium property. Storage of any kind is not permitted on the Parking Areas or any other Common Area. No Unit Owner shall wash, repair or otherwise maintain any vehicle in the Parking Areas, and if any such vehicle causes damage to the Parking Areas, for example, by leakage of oil, transmission fluid, or antifreeze, the owner of such vehicle shall cause it immediately to be repaired. Each unit owner shall be responsible for any such damage caused by their vehicle, and shall pay for the costs of any clean-up or repairs.
- 25. All personal property of the Unit Owners or any other occupant of a Unit, in the Units, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners or occupant, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefore.
- 26. In connection with the use of the Parking Areas, every Unit Owner shall furnish to the Trustees the license number of all vehicles of all persons occupying his respective Unit.

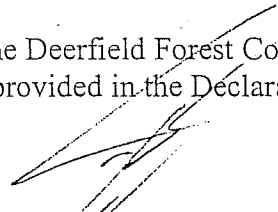
27. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit owner or occupant, and such Trustee, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
28. The Trustees, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock on any door of a Unit or storage room appurtenant thereto without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.
29. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
30. Unit Owners shall at all times, including those periods when the Unit is uninhabited, maintain heat in the Unit at least 58 degrees Fahrenheit to prevent freezing and bursting of water pipes.
31. Each unit owner shall be required to replace any hot water heater within his or her unit once the hot water heater has been installed for six (6) years. The unit owner will be responsible for any damage caused, either directly or indirectly, as a result of leaking or flooding emanating from their hot water heater. Each unit owner must provide notice to the Trustees, or their designate, of the date upon which the hot water heater is installed or replaced and copies of any invoices and necessary permits as evidence of installation as required by the Trustees. In the event a unit owner does not replace the water heater after six (6) years of service, or provide the required documents within ten (10) days of request, the association may fine the unit owner one hundred dollars (\$100.00) per month until the violation is corrected, in addition to the remedies provided by law.
32. Unit owners must install and maintain burst free hot and cold water supply lines to any laundry machine located within an individual unit.
33. Upon the receipt of written notification of any Unit Owner as to the violation of any of the By-Laws, or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the text of the By-Law and the Trustees' authority to levy fines for violating the provisions of the By-Laws.

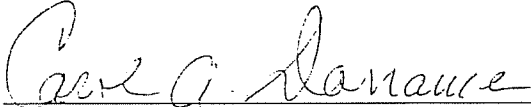
Upon receipt of a second violation notification with respect to any unit Owner who has previously been sent a violation letter by the Trustees, the Trustees


shall impose a fine of \$50.00 for each day such violation continues, or the Trustees, in their sole discretion, may arrange to remedy the violation at the violating Unit Owner's expense. All such fines shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws Chapter 183A, Section 6 and shall bear interest at the rate of one and one half (1-1/2%) percent per month.

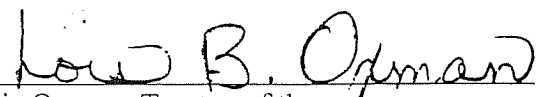
34. Any consent of approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, and otherwise in their absolute discretion.
35. These Rules and Regulations of the Deerfield Forest Condominium Trust may be amended from time to time as provided in the Declaration of Trust.


TRUSTEES OF THE DEERFIELD  
FOREST CONDOMINIUM  
TRUST AND NOT INDIVIDUALLY

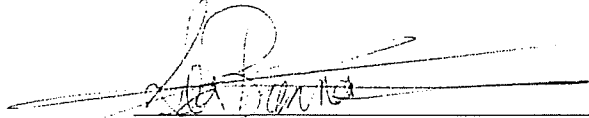
  
\_\_\_\_\_  
Andy Espo, Trustee of the Deerfield Forest  
Condominium Trust

  
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Carol Dorrance, Trustee of the  
Deerfield Forest Condominium Trust

  
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Gloria Richmond, Trustee of the  
Deerfield Forest Condominium Trust

  
\_\_\_\_\_  
Lois Oxman, Trustee of the  
Deerfield Forest Condominium Trust

  
\_\_\_\_\_  
Marc Leblanc, Trustee of the  
Deerfield Forest Condominium Trust

  
\_\_\_\_\_  
Sean Brennan, Trustee of the  
Deerfield Forest Condominium Trust



Tony Camuti, Trustee of the  
Deerfield Forest Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 11<sup>th</sup> day of December, 2006, before me, the undersigned notary public, personally appeared Gloria Richmond  
Carol Dorrance, Lois Axman  
Andy Espo, Sean Brennan  
Marc DeBlanc and \_\_\_\_\_, 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.

June Karen Hall  
Notary Public  
My Commission Expires: 6/2/11





## DEERFIELD FOREST CONDOMINIUMS

1 Walden Drive • Natick, MA 01760 • Phone (508) 655-5500 • Fax (508) 655-5122 • TTY 1-800-530-7570  
E-mail: [deerfieldforest@wincco.com](mailto:deerfieldforest@wincco.com) – not to be used for emergencies – only checked one time per day!

12/11/2006

Marcus, Errico, Emmer & Brooks, P.C.  
ATT: Paul Barresi  
45 Braintree Hill Office Park  
Braintree MA 02184

RE: Singed Rules And Regulations  
Deerfield Forest Condominium Trust

Dear Paul,

Kindly record the attached Rules & Regulations. Further, please be sure to forward me the book and page numbers assigned.

Thank you for your attention to this matter. As always, should you have any questions, please do not hesitate to contact our office at (508) 655-5500.

Yours truly,  
WinnResidential  
As Managing Agent for Deerfield Forest Condominium

  
John W. Wangler  
Property Manager

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