

**COUNTRY ESTATES CONDOMINIUM  
REVOCATION OF AMENDMENT NUMBER ONE  
TO THE  
DECLARATION OF TRUST**

Reference is hereby made to that certain Declaration of Trust, dated May 20, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16175, Page 402, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Country Estates Condominium Trust, the organization of Unit Owners of the Country Estates Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated May 20, 1985, and Recorded with the Middlesex County District Registry of Deeds in Book 16175, Page 382, as amended.

WHEREAS the Unit Owners entitled to not less than fifty one percent (51%) of the Beneficial Interest desire to amend said Declaration of Trust as provided in Article VII, Section 7.1 thereof.

WHEREAS no other consents are required therefor.

NOW THEREFORE said Declaration of Trust is hereby amended in accordance with the provisions of said Article VII, Section 7.1 as follows:

1. By eliminating the following Section 3.10 of Article III:

Section 3.10. Trustees' Requirements and Responsibilities

Item 1 Book 29853 Page 260

Item 2 - 5 Book 29853 Page 261

Item 6 - 8 Book 29853 Page 262

Item 9 - 10 Book 29853 Page 263

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IN WITNESS WHEREOF we, the undersigned, being the majority of the Trustees of the Country Estates Condominium Trust, having first received the written consent of the Unit Owners entitled to no less than seventy-three point eight nine seven percent (73.897%) of the Beneficial Interest have set our hands and seals this 3<sup>rd</sup>, day of October 2000.

Joseph A. Basile  
Joseph A. Basile, Trustee of  
Country Estates Condominium Trust

Susan G. Fistel  
Susan G. Fistel, Trustee of  
Country Estates Condominium Trust

Daniel L. Haney  
Daniel L. Haney, Trustee of  
Country Estates Condominium Trust

Calvin S. Robbins  
Calvin S. Robbins, Trustee of  
Country Estates Condominium Trust

Wayne G. Stone  
Wayne G. Stone, Trustee of  
Country Estates Condominium Trust

Laura E. Shifrin  
Laura E. Shifrin, Trustee of  
Country Estates Condominium Trust

Marcia A. Stewart  
Marcia A. Stewart, Trustee of  
Country Estates Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

October 3<sup>rd</sup>, 2000

Then personally appeared before me the above-named Joseph A. Basile, Susan G. Fistel, Daniel L. Haney, Calvin S. Robbins, Wayne G. Stone, Laura A. Shifrin, And Marcia A. Stewart and acknowledged the foregoing to be his/her free act and Deed.

[Signature]  
Notary Public  
Commission expires MAY 21, 2004

Bk: 48635 Pg: 386


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 Bk: 48635 Pg: 386 Doc: AMEND  
 Page: 1 of 3 12/11/2006 09:33 AM

**COUNTRY ESTATES CONDOMINIUM**  
**SECOND AMENDMENT TO MASTER DEED**

Reference is hereby made to the Master Deed of the Country Estates Condominium dated May 20, 1985 and recorded with Middlesex South District Registry of Deeds at Book 16175, Page 382, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Country Estates Condominium, as amended by instrument dated November 8, 2001 and recorded with said Deeds at Book 34309, Page 255.

WHEREAS, the Unit Owners entitled to no less than seventy-five (75%) percent of the undivided interest in the Common Elements of the Condominium desire to further amend said Master Deed, and as provided in Section 10 thereof, have voted to further amend the Master Deed;

WHEREAS, this Amendment shall not apply to any current mortgagee of record;

WHEREAS, no other consents are required;

NOW THEREFORE, the undersigned being a majority of the Trustees of the Country Estates Condominium Trust, under Declaration of Trust dated May 20, 1985 and recorded with said Deeds at Book 16175, Page 402, as amended, do hereby certify, pursuant to Section 10 of said Master Deed, that said Master Deed be, and is hereby, amended as follows:

1. A new Section 9A is hereby added as follows:

**"9A. Restriction on Ownership of Greater than 10% of Condominium**

No single person or entity may own more than ten (10%) percent of the total number of units in the Condominium or any number of units appurtenant to which the total percentage interest in the Common Elements is greater than ten (10%) percent. This restriction shall be proactive from the date of execution of this Amendment and shall not apply to any current owner(s) so affected or to any current mortgagee of record."

2. The existing Section 10 is hereby deleted and replaced with the following:

**"10. Amendments**

This Master Deed may be amended with the written consent of the Unit owners entitled to seventy-five (75%) percent or more of the undivided interest in the common elements, by an instrument signed and acknowledged by a majority of the Trustees of the Country Estates Condominium Trust and duly recorded in the Middlesex South District Registry of Deeds, provided however, that:

(a) All required consents have been obtained within six (6) months of the date of signature of first consent;

Country Est Condo Tr.  
 PO Box 459  
 Townsend, MA 01469



Bk: 48635 Pg: 387

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by owner(s) of the Unit so affected;

(c) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record shall be of any force or effect unless the same has been assented to by such holder;

(d) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(e) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as common Elements shall be of any force or effect unless signed by the Unit owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with the requirements or provisions of Massachusetts General laws, Chapter 183A, as amended, shall be of any force or effect.

The foregoing notwithstanding, the Trustees shall have the power to amend this Master Deed by an instrument signed by a majority of their number and duly recorded with said Registry of Deeds: (1) to correct any scrivener's and/or technical error made herein; or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and any other applicable state or federal laws or regulations; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions, but also to delete theretofore required provisions should such no longer be required."



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IN WITNESS WHEREOF, we the undersigned, being a majority of the Trustees of the Country Estates Condominium Trust, having first received the written consent of the Unit Owners entitled to not less than seventy-five (75%) percent of the undivided interest in the Common Elements, do hereby set our hands and seals this 13 day of ~~October~~ <sup>November</sup>, 2006.

COUNTRY ESTATES CONDOMINIUM TRUST  
By:

Rue Bedard Trustee Mrs. Susan A. Skarney Trustee

Eugene Browne Trustee Dan Considine Trustee

Kelly Kelly Trustee \_\_\_\_\_

Will. J. Juf Trustee \_\_\_\_\_

Paul Baker Trustee \_\_\_\_\_

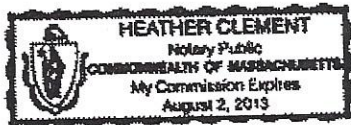
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

<sup>November</sup>  
~~October~~ 13, 2006

Kelly Kelly, Eugene Browne

Then before me, the undersigned notary public, personally appeared William Nickerson, W.D. Bedard Trustees aforesaid, proved to me through satisfactory evidence of identification, which were Paul Baker, Susan Skarney MA Drivers License, to be the persons whose names are signed on the preceding or Daniel Considine attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Heather Clement  
Notary Public  
My Commission Expires:

John C. Brown  
Acting Middlesex S. Register

P-4

**COUNTRY ESTATES CONDOMINIUM  
AMENDMENT NUMBER TWO  
TO THE  
DECLARATION OF TRUST**

Reference is hereby made to that certain Declaration of Trust, dated May 20, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16175, Page 402, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Country Estates Condominium Trust, the organization of Unit Owners of the Country Estates Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated May 20, 1985, and Recorded with the Middlesex County District Registry of Deeds in Book 16175, Page 382, as amended on June 8, 1998 Recorded with the Middlesex County District Registry of Deeds Book 29853 Page 260.

WHEREAS the Unit Owners entitled to not less than fifty-one percent (51%) Of the Beneficial Interest desire to amend said Declaration of Trust as provided in Article VII, Section 7.1, thereof.

WHEREAS no other consents are required therefor.

NOW THEREFORE said Declaration of Trust is hereby amended in accordance With the provisions of said Article VII, Section 7.1, as follows:

## COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

- 1. Purpose of Property.** No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or ore adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.
- 2. Obstructions of Common Elements.** There shall be no obstruction of the Common Elements nor shall anything be store in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair of his own Unit.
- 3. Hazardous Use and Waste.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance, electricity, or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.
- 4. Exterior Exposure of Building.** Owners shall not cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a building and no sign, shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
- 5. Pets.** No animals, dogs, cats, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements.

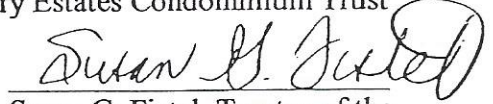


6. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Owners or Occupants.
7. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.
8. **Prohibited Activities and Signs.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. The right is hereby given to any mortgagee, who may become the Owner of any Unit, to place "For Sale" or "For Rent" signs on any Unit owned by such mortgagee. The right is hereby given the Board or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee, or the Board.
9. **Laundry and Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out 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.
10. **Lounging or Storage in Common Elements.** Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.
11. **Alterations of Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

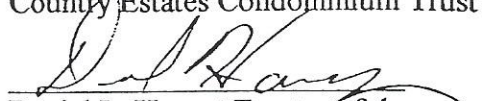
IN WITNESS WHEREOF we, the undersigned, being a majority of the Trustees of the Country Estates Condominium Trust, having first received the written consent of the Unit Owners entitled to not less than seventy point three zero nine percent (70.309%) of the Beneficial Interest have set our hands and seals this 3rd day of October 2000.

  
Joseph A. Basile, Trustee of the

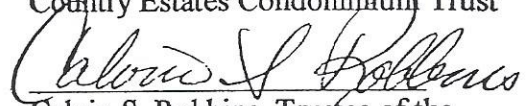
Country Estates Condominium Trust

  
Susan G. Fistel, Trustee of the

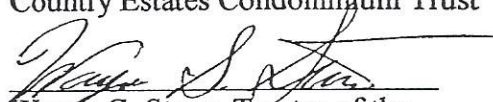
Country Estates Condominium Trust

  
Daniel L. Haney, Trustee of the

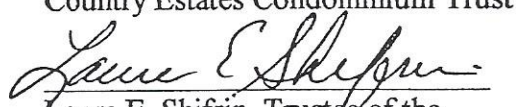
Country Estates Condominium Trust

  
Calvin S. Robbins, Trustee of the

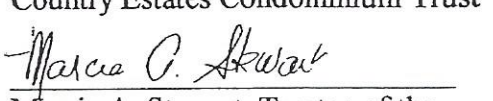
Country Estates Condominium Trust

  
Wayne G. Stone, Trustee of the

Country Estates Condominium Trust

  
Laura E. Shifrin, Trustee of the

Country Estates Condominium Trust

  
Marcia A. Stewart, Trustee of the

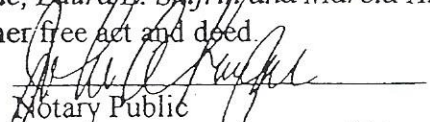
Country Estates Condominium Trust

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, SS.

October 3rd, 2000

Then personally appeared before me the above-named *Joseph A. Basile, Susan G. Fistel, Daniel L. Haney, Calvin S. Robbins, Wayne G. Stone, Laura E. Shifrin, and Marcia A. Stewart* and acknowledged the foregoing to be his/her free act and deed.

  
Notary Public

My commission expires MAY 21, 2004



1

**COUNTRY ESTATES CONDOMINIUM ASSOCIATION**  
**AFFIRMATION BY UNIT OWNERS AT ANNUAL MEETING**  
**HELD WEDNESDAY, SEPTEMBER 27, 2000 AS AMENDED\***  
**Of the Resolution of the Board of Trustees voted 3/10/94.**

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**ADOPTION: POLICY REGULATION, RESOLUTION NO. 1**  
**LEASING REGULATIONS**

\* Bk 16175 Pg 400

**WHEREAS**, Section 9, subsection (e) of the Country Estates Master Deed provides for restrictions on the use of the units.

**WHEREAS**, Article V, Section 5.1 of the BY-LAWS provides that the BOARD OF TRUSTEES may adopt or amend resolutions or Rules and Regulations Regulating the leasing of Units; and NOW, THEREFORE, BE IT RESOLVED THAT The BOARD OF TRUSTEES does hereby this day adopt the following regulations:

- 1.) All leases must be in writing.
- 2.) All leases must be for not less than the entire unit.
- 3.) Leases are not for transient or hotel purposes.
- 4.) No Unit may be leased for a period of less than thirty (30) days and for a minimum initial term of less than twelve (12) months.
- 5.) Leases are specifically made subject to the provisions of the Master Deed the Condominium Trust and By-Laws and all Rules and Regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder.
- 6.) Lessee must execute a \*"signature page" that comes directly from the Country Estates Handbook. The Lessee specifically agrees to observe and be bound by the Rules and Regulations of this association. All unit owners were mailed a copy of the Handbook in May of 2000. Resident parking stickers are issued by the trustees upon receipt of this signature page.\*

Should violations of the foregoing regulations continue after written notification the Board of Trustees, in accordance with Article V, Section 5.1 of the By-Laws, may assess a fine of \$25.00 per violation, for each day a violation continues after notification, until such time as the violation is corrected, which violation shall be retroactive back to date the unit was occupied and/or the lease was signed.

**Voted on at the September 27, 2000 Annual Meeting with voice consent of 73.897% of interest present in favor, 0.0% opposed and 1.333% in abstention.**

ATTEST: 12/12/00  
Date

Joseph A. Basile TRUSTEE  
Joseph A. Basile, Trustee

Daniel L. Haney Trustee  
Daniel L. Haney, Trustee

Laura E. Shifrin Trustee  
Laura E. Shifrin, Trustee

Wayne G. Stone Trustee  
Wayne G. Stone, Trustee

Susan G. Fistel, Trustee  
Susan G. Fistel, Trustee

Calvin S. Robbins, Trustee  
Calvin S. Robbins, Trustee

Marcia A. Stewart Trustee  
Marcia A. Stewart, Trustee

Commonwealth of Massachusetts

Middlesex, SS

Then appeared the above named Joseph A. Basile, Susan G. Fistel, Daniel L. Haney, Calvin S. Robbins, Laura E. Shifrin, Marcia A. Stewart & Wayne G. Stone, as Trustees of the Country Estates Condominium Trust, and acknowledges the execution of the foregoing to be of their free act and deed.

John A. Sampson  
Notary Public  
John A. Sampson

My commission expires: 11/11, 2004



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COUNTRY ESTATES CONDOMINIUM ASSOCIATION \*  
AFFIRMATION BY UNIT OWNERS AT ANNUAL MEETING  
HELD WEDNESDAY, SEPTEMBER 27, 2000  
Of the Amendment to Rules and Regulations  
of the Board of Trustees voted 3/10/94.

ADOPTION: POLICY REGULATION, RESOLUTION NO. 94-2  
RULES AND REGULATIONS MAINTENCE PROVISION

WHEREAS, Pursuant to Section 5.7 of the BYLAWS of the Country Estates Condominium Association, the Board of Trustees of Country Estates Condominium Association was given the express power and duty to amend the Rules and Regulations maintenance provision as the Board deems necessary respecting the use of the common property.

WHEREAS, The Board of Trustees had deemed it necessary and desirable that the existing rules and regulations maintenance provision of Country Estates Condominium Association be amended;

**NOW, THEREFORE, BE IT RESOLVED THAT** at a meeting of the Board of Trustees of Country Estates Condominium Association called a meeting on 3/10/94, a quorum being present, by motion duly made, seconded, and carried unanimously, the following rules and regulations have been and are duly adopted by the Board of Trustees of Country Estates Condominium Association and now more than 51% of Unit Owner Interest.

The existing rules and regulations of Country Estates Condominium Association are hereby amended to adopt the following provisions.

Further resolved, that the foregoing amended rules and regulations have been in effect since April 1, 1994, and that a copy of the foregoing rules and regulations had been delivered to all property owners and residents of Country Estates Condominium Association by U.S. Mail (first class) but prior to any enforcement of such rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES** And now more than 51% of the Unit Owner Interest does hereby this day adopt the following regulations:

- 1.) It is the responsibility of the unit owner and/or resident to provide immediate notice to the property manager of any routine or emergency maintenance requirements. When contacting a Trustee/or Country Estates Representative, please request that you speak with the Maintenance Service Coordinator for the Country Estates and report the maintenance concern. This person may change from time to time.

\* Pk 16175 Pg 400

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2.) Each owner, at their own expense, shall maintain their unit and storage space in good condition and good order of repair, and shall not do or allow anything to be done in their unit that is not in compliance with Country Estates Condominium Association Bylaws, Declaration or Rules and Regulations.

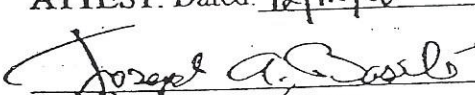
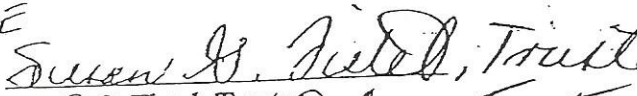
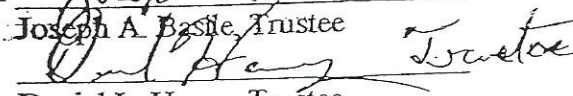
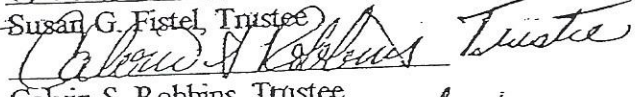
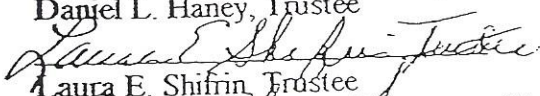
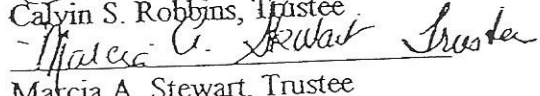
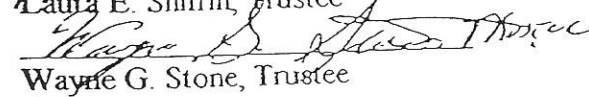
3.) The Country Estates Condominium Association has the right to correct any condition which may affect another unit or common area.

**IMPORTANT:** If an owner does not comply, the Association may undertake any and all necessary repairs it deems appropriate to protect the common areas and architectural integrity of the common property. Such repairs shall be immediately charged to the unit owner and shall become an immediate lien on the property, as well as a fine of up to \$25.00 per occurrence per day (i.e., example, The occurrence of need for repair may relate to water damage caused by a clogged drain, worn seals, tile problems and tub, toilet or sink overflowing. The expense to repair damage done to other units is born by the unit owner where the leak occurred.)

4.) The Managing Agent or Board of Trustees shall have the right to access during reasonable hours as may be necessary for the maintenance, repair or replacement of common area elements and to make any required inspections or repairs as necessary to correct or prevent damages to the unit, other units, or Country Estates Condominium Association common property. In the event of an emergency, it has the right of immediate entry to fix the problem.

Voted on at the September 27, 2000 Annual Meeting with voice consent of 73.897% of interest present in Favor, 0.0% Opposed and 1.333% in abstention.

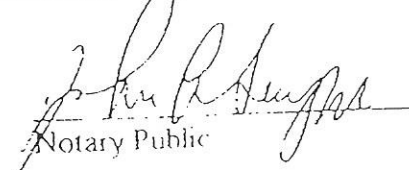
ATTEST: Dated: 12/12/00

 Joseph A. Basile, Trustee	 Susan G. Fistel, Trustee
 Daniel L. Haney, Trustee	 Calvin S. Robbins, Trustee
 Laura E. Shifrin, Trustee	 Marcia A. Stewart, Trustee
 Wayne G. Stone, Trustee	

Commonwealth of Massachusetts

Middlesex, SS

Then appeared the above named Joseph A. Basile, Susan G. Fistel, Daniel L. Haney, Calvin S. Robbins, Laura E. Shifrin, Marcia A. Stewart & Wayne G. Stone, as Trustees of the Country Estates Condominium Trust, and acknowledges the execution of the foregoing to be of their free act and deed.

  
Notary Public  
John A. Sampson

My commission expires: May 21, 2004



COUNTRY ESTATES CONDOMINIUM ASSOCIATION \*  
AFFIRMATION BY UNIT OWNERS AT ANNUAL MEETING  
HELD WEDNESDAY, SEPTEMBER 27, 2000  
Of the Amendment to Rules and Regulations  
of the Board of Trustees voted 3/10/94.

T

ADOPTION: POLICY REGULATION, RESOLUTION NO. 94-2  
RULES AND REGULATIONS MAINTENCE PROVISION

WHEREAS, Pursuant to Section 5.7 of the BYLAWS of the Country Estates Condominium Association, the Board of Trustees of Country Estates Condominium Association was given the express power and duty to amend the Rules and Regulations maintenance provision as the Board deems necessary respecting the use of the common property.

WHEREAS, The Board of Trustees had deemed it necessary and desirable that the existing rules and regulations maintenance provision of Country Estates Condominium Association be amended;

**NOW, THEREFORE, BE IT RESOLVED THAT** at a meeting of the Board of Trustees of Country Estates Condominium Association called a meeting on 3/10/94, a quorum being present, by motion duly made, seconded, and carried unanimously, the following rules and regulations have been and are duly adopted by the Board of Trustees of Country Estates Condominium Association and now more than 51% of Unit Owner Interest.

The existing rules and regulations of Country Estates Condominium Association are hereby amended to adopt the following provisions.

Further resolved, that the foregoing amended rules and regulations have been in effect since April 1, 1994, and that a copy of the foregoing rules and regulations had been delivered to all property owners and residents of Country Estates Condominium Association by U.S. Mail (first class) but prior to any enforcement of such rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES** And now more than 51% of the Unit Owner Interest does hereby this day adopt the following regulations:

- 1.) It is the responsibility of the unit owner and/or resident to provide immediate notice to the property manager of any routine or emergency maintenance requirements. When contacting a Trustee/or Country Estates Representative, please request that you speak with the Maintenance Service Coordinator for the Country Estates and report the maintenance concern. This person may change from time to time.

\* Pl. 16175 Pg 400

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2.) Each owner, at their own expense, shall maintain their unit and storage space in good condition and good order of repair, and shall not do or allow anything to be done in their unit that is not in compliance with Country Estates Condominium Association Bylaws, Declaration or Rules and Regulations.

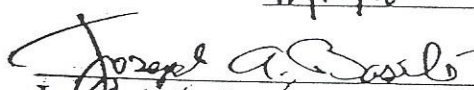
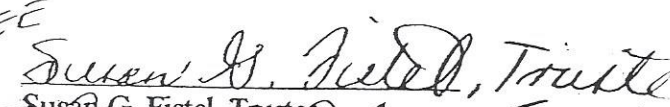
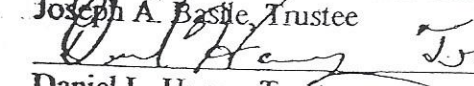
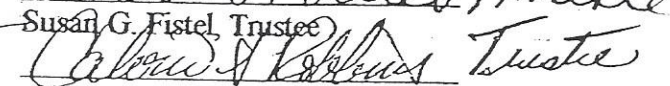
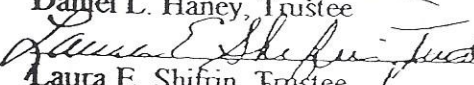
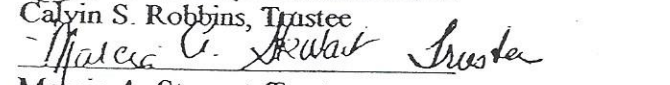
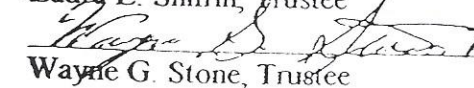
3.) The Country Estates Condominium Association has the right to correct any condition which may affect another unit or common area.

**IMPORTANT:** If an owner does not comply, the Association may undertake any and all necessary repairs it deems appropriate to protect the common areas and architectural integrity of the common property. Such repairs shall be immediately charged to the unit owner and shall become an immediate lien on the property, as well as a fine of up to \$25.00 per occurrence per day (i.e., example, The occurrence of need for repair may relate to water damage caused by a clogged drain, worn seals, tile problems and tub, toilet or sink overflowing. The expense to repair damage done to other units is born by the unit owner where the leak occurred.)

4.) The Managing Agent or Board of Trustees shall have the right to access during reasonable hours as may be necessary for the maintenance, repair or replacement of common area elements and to make any required inspections or repairs as necessary to correct or prevent damages to the unit, other units, or Country Estates Condominium Association common property. In the event of an emergency, it has the right of immediate entry to fix the problem.

Voted on at the September 27, 2000 Annual Meeting with voice consent of 73.897% of interest present in Favor, 0.0% Opposed and 1.333% in abstention.

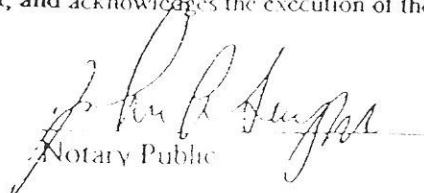
ATTEST: Dated: 12/12/00

 Joseph A. Basile, Trustee	 Susan G. Fistel, Trustee
 Daniel L. Haney, Trustee	 Calvin S. Robbins, Trustee
 Laura E. Shifrin, Trustee	 Marcia A. Stewart, Trustee
 Wayne G. Stone, Trustee	

Commonwealth of Massachusetts

Middlesex, SS

Then appeared the above named Joseph A. Basile, Susan G. Fistel, Daniel L. Haney, Calvin S. Robbins, Laura E. Shifrin, Marcia A. Stewart & Wayne G. Stone as Trustees of the Country Estates Condominium Trust, and acknowledges the execution of the foregoing to be of their free act and deed

  
Notary Public

John A. Sampson

My commission expires: May 21, 2004



53

**COUNTRY ESTATES CONDOMINIUM  
SECOND AMENDMENT TO MASTER DEED**

Reference is hereby made to the Master Deed of the Country Estates Condominium dated M 20, 1985 and recorded with Middlesex South District Registry of Deeds at Book 16175, Page 382, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Country Estates Condominium, as amended by instrument dated November 8, 2001 and recorded with said Deeds at Book 34309, Page 255.

WHEREAS, the Unit Owners entitled to no less than seventy-five (75%) percent of the undivided interest in the Common Elements of the Condominium desire to further amend said Master Deed, and as provided in Section 10 thereof, have voted to further amend the Master Deed;

WHEREAS, this Amendment shall not apply to any current mortgagee of record;

WHEREAS, no other consents are required;

NOW THEREFORE, the undersigned being a majority of the Trustees of the Country Estate Condominium Trust, under Declaration of Trust dated May 20, 1985 and recorded with said Deeds a Book 16175, Page 402, as amended, do hereby certify, pursuant to Section 10 of said Master Deed, that said Master Deed be, and is hereby, amended as follows:

1. A new Section 9A is hereby added as follows:

"9A. Restriction on Ownership of Greater than 10% of Condominium

No single person or entity may own more than ten (10%) percent of the total number of units in the Condominium or any number of units appurtenant to which the total percentage interest in the Common Elements is greater than ten (10%) percent. This restriction shall be proactive from the date of execution of this Amendment and shall not apply to any current owner(s) so affected or to any current mortgagee of record."

2. The existing Section 10 is hereby deleted and replaced with the following:

"10. Amendments

This Master Deed may be amended with the written consent of the Unit owners entitled to seventy-five (75%) percent or more of the undivided interest in the common elements, by an instrument signed and acknowledged by a majority of the Trustees of the Country Estates Condominium Trust and duly recorded in the Middlesex South District Registry of Deeds, provided however, that:

(a) All required consents have been obtained within six (6) months of the date of signature of first consent;



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(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by owner(s) of the Unit so affected;

(c) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record shall be of any force or effect unless the same has been assented to by such holder;

(d) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(e) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as common Elements shall be of any force or effect unless signed by the Unit owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with the requirements or provisions of Massachusetts General laws, Chapter 183A, as amended, shall be of any force or effect.

The foregoing notwithstanding, the Trustees shall have the power to amend this Master Deed by an instrument signed by a majority of their number and duly recorded with said Registry of Deeds: (1) to correct any scrivener's and/or technical error made herein; or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and any other applicable state or federal laws or regulations; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions, but also to delete theretofore required provisions should such no longer be required."



IN WITNESS WHEREOF, we the undersigned, being a majority of the Trustees of the Country Estates Condominium Trust, having first received the written consent of the Unit Owners entitled to not less than seventy-five (75%) percent of the undivided interest in the Common Elements, do here set our hands and seals this 13 day of ~~October~~ <sup>November</sup>, 2006.

COUNTRY ESTATES CONDOMINIUM TRUST  
By:

Rue Badard Trustee Mr. Susan A. Skerney, T

Eugene Browne Trustee 1 Dan Consiglio

Kelly Kelly Trustee \_\_\_\_\_

Will of [unclear] TRUSTEE \_\_\_\_\_

Paul Baker TRUSTEE \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

~~October 13~~ <sup>November</sup> 13, 2006  
Kelly Kelly, Eugi

Then before me, the undersigned notary public, personally appeared William Nickerson Trustees aforesaid, proved to me through satisfactory evidence of identification, which were Paul e MA Drivers License, to be the persons whose names are signed on the preceding attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Heather Clement  
Notary Public  
My Commission Expires:

# Rights and Responsibilities for Better Communities

## *Principles for Homeowners and Community Leaders*

### Homeowners Have the Right To:

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees and standing for election.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

### Homeowners Have the Responsibility To:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

### Community Leaders Have the Right To:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.

6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

### Community Leaders Have the Responsibility To:

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community—owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)



Community Associations Institute (CAI) is a national organization dedicated to fostering vibrant, responsive, competent community associations. Founded in 1973, CAI represents association-governed communities, such as condominium and homeowner associations, cooperatives, and planned communities. To learn more about CAI and its local, regional and state chapters, visit [www.caionline.org](http://www.caionline.org) or call CAI Direct at 703-548-8600.

Sponsored by CAI President's Club



JAN 05 2007

# AEA Ltd.

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## American Environmental Assessments, Ltd.

SPECIALISTS IN LEAD-BASED PAINT & ASBESTOS RISK ASSESSMENTS, TESTING AND CONSULTING  
PO Box 207 • 41 Valley Road • Nahant, MA 01908

James H. Walsh, *President*  
e-mail: jimwalsh@leadinspection.com

781-598-1177  
FAX 781-595-2321

### LETTER OF FULL INITIAL LEAD INSPECTION COMPLIANCE

May 24, 2003

Laura Family Trust  
PO Box 849  
Townsend, MA 01469

To Whom It May Concern:

This letter is to certify that I inspected your property located at **5 Turnpike Road, Unit, #5-133**, and relevant common areas, in the City or Town of **Townsend, MA**, for dangerous levels of lead according to 105 CMR 460.730 of the Regulations for Lead Poisoning Prevention and Control, and determined that there were no violations of the Lead Law, Massachusetts General Laws, Chapter 111, section 197. The inspection was conducted on **May 24, 2003**.

I also certify that I observed no evidence that unauthorized deleading activities may have occurred in this unit or in its associated common areas.

Please be advised that Massachusetts law requires that only certain residential surfaces be free of lead paint. Thus, this letter does not mean that your property contains no lead paint. The premises or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping, or flaking lead paint or other accessible materials and as long as coverings forming an effective barrier over such paint and materials remain in place. The law grants you a 30-day maintenance period to repair deteriorated lead paint or detached coverings over such paint, and to clean up, during which time this Letter remains valid. The initial inspection report indicates which surfaces, if any, contain a dangerous level of lead, as well as those surfaces, if any, that were covered upon initial inspection.

Should you have any questions about this letter, call the Department of Public Health at 1-800-532-9571.

Sincerely,



American Environmental Assessments Ltd.  
John Pesce  
DPH License # M-1201



COUNTRY ESTATES CONDOMINIUM ASSOCIATION \*  
AFFIRMATION BY UNIT OWNERS AT ANNUAL MEETING  
HELD WEDNESDAY, SEPTEMBER 27, 2000  
Of the Amendment to Rules and Regulations  
of the Board of Trustees voted 3/10/94.

T

ADOPTION: POLICY REGULATION, RESOLUTION NO. 94-2  
RULES AND REGULATIONS MAINTENCE PROVISION

WHEREAS, Pursuant to Section 5.7 of the BYLAWS of the Country Estates Condominium Association, the Board of Trustees of Country Estates Condominium Association was given the express power and duty to amend the Rules and Regulations maintenance provision as the Board deems necessary respecting the use of the common property.

WHEREAS, The Board of Trustees had deemed it necessary and desirable that the existing rules and regulations maintenance provision of Country Estates Condominium Association be amended;

**NOW, THEREFORE, BE IT RESOLVED THAT** at a meeting of the Board of Trustees of Country Estates Condominium Association called a meeting on 3/10/94, a quorum being present, by motion duly made, seconded, and carried **unanimously**, the following rules and regulations have been and are duly adopted by the Board of Trustees of Country Estates Condominium Association and now more than 51% of Unit Owner Interest.

The existing rules and regulations of Country Estates Condominium Association are hereby amended to adopt the following provisions.

Further resolved, that the foregoing amended rules and regulations have been in effect since April 1, 1994, and that a copy of the foregoing rules and regulations had been delivered to all property owners and residents of Country Estates Condominium Association by U.S. Mail (first class) but prior to any enforcement of such rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES** And now more than 51% of the Unit Owner Interest does hereby this day adopt the following regulations:

- 1.) It is the responsibility of the unit owner and/or resident to provide immediate notice to the property manager of any routine or emergency maintenance requirements. When contacting a Trustee/or Country Estates Representative, please request that you speak with the Maintenance Service Coordinator for the Country Estates and report the maintenance concern. This person may change from time to time.

\* Pk 16175 Pg 400

MSD 12/22/00 11:10:51 250 31.50

10/17/01

**COUNTRY ESTATES CONDOMINIUM  
AMENDMENT  
TO THE  
MASTER DEED**

Reference is hereby made to that certain Declaration of Trust, dated May 20, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16175, Page 402, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Country Estates Condominium Trust, the organization of Unit Owners of the Country Estates Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated May 20, 1985, and **Recorded with the Middlesex County District Registry of Deeds in Book 16175, Page 382, as amended on June 8, 1998 Recorded with the Middlesex County District Registry of Deeds Book 29853 Page 260.**

WHEREAS the Unit Owners entitled to not less than Seventy-Five percent (75%) of the Beneficial Interest desire to amend said Master Deed as provided in Page 5 Section 10 ( i )

WHEREAS no other consents are required therefore.

NOW THEREFORE said Master Deed is hereby amended in accordance With the provisions of said Page 5 Section 10 ( i ), as follows:



## COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

- 1. Purpose of Property.** No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or **more** adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.
- 2. Obstructions of Common Elements.** 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 except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair of his own Unit. **No clothes washers are allowed within the units.**
- 3. Hazardous Use and Waste.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance, electricity, or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.
- 4. Exterior Exposure of Building.** Owners shall not cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a building and no sign, shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
- 5. Pets.** No animals, dogs, cats, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements.

6. **Nuisances.** 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 any annoyance or nuisance to the other Owners or Occupants.
7. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.
8. **Prohibited Activities and Signs.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. The right is hereby given to any mortgagee, who may become the Owner of any Unit, to place "For Sale" or "For Rent" signs on any Unit owned by such mortgagee. The right is hereby given the Board or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee, or the Board.
9. **Laundry and Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out 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.
10. **Lounging or Storage in Common Elements.** Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.
11. **Alterations of Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.



**IN WITNESS WHEREOF** we, the undersigned, being a majority of the Trustees of the Country Estates Condominium Trust, having first received the written consent of the Unit Owners entitled to not less than Eighty-Three percent (83 %) of the Beneficial Interest have set our hands and seals this 17th day of October 2001.

\_\_\_\_\_  
Joseph A. Basile, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Susan G. Fistel, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Brian G. Shifrin, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Calvin S. Robbins, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Wayne G. Stone, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Laura E. Shifrin, Trustee of the  
Country Estates Condominium Trust

\_\_\_\_\_  
Luc Bedard, Trustee of the  
Country Estates Condominium Trust

### COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

November 8, 2001

Then personally appeared before me the above-named *Joseph A. Basile, Susan G. Fistel, Brian G. Shifrin, Calvin S. Robbins, Wayne G. Stone, Laura E. Shifrin and Luc Bedard* and acknowledged the foregoing to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_