

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

REGISTRY OF DEEDS

CLERK'S CERTIFICATE OF VOTE

BOARD OF TRUSTEES MONTHLY MEETING

NORTHGATE GARDENS CONDOMINIUM TRUST

Pursuant to Article IV, subsection 4.1.4(e) and subsection 4.1.9, and after notice duly given of the time, place and purpose of the meeting and a quorum of Trustees being present at the meeting on June 23, 2016 at 6 Jacqueline Road at 6:30 PM, the following Rules and Regulations were amended unanimously:

VOTED: To amend the Rules and Regulations of the Northgate Gardens Condominium Trust so they now state:

NORTHGATE GARDENS RULES AND REGULATIONS

INTRODUCTION. The following rules and regulations have been established for the benefit of all owners of condominium units in the Northgate Gardens Condominium. They are intended to contribute to the quality of life within the community, to ensure the peaceful enjoyment of the common areas and facilities, and to protect and enhance the value of the property.

These rules and regulations do not encompass all of the restrictions which affect owners, owners' families and guests, renters, and renters' families and guests. Other restrictions are contained in the Master Deed and in the By-Laws of the Declaration of Trust. Any questions regarding restrictions should be directed to the Trust office.

1. **RESPONSIBILITIES.** Unit owners will be held responsible for the actions of their guests, family members, tenants. Fines will be levied on residents but payment of fines or other charges levied on the above will be the ultimate responsibility of the owner of the unit.
2. **NOISE.** Noise levels will be expected to be reduced between the hours of 9:00 PM and 8:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, phonographs, or television sets to be so loud as to become a nuisance to neighbors.
3. **COMMON AREA ACTIVITIES.** There shall be no use of the common areas (including the common areas within the buildings) which increases the maintenance thereof. No group may congregate, nor can there be organized activities, sports, or picnicking on the common areas. Skateboarding, roller blading, roller skating and like activities are prohibited on the common areas.
4. **OUTDOOR EQUIPMENT.** Sporting goods, lawn furniture, and other personal articles and equipment shall not be left outside, and when in use outside shall be maintained and used in such a fashion as to meet the standards established by the Trustees or Manager from time to time.
5. **COOKING EQUIPMENT.** Per the state of Massachusetts Office of Fire Prevention, no hibachi, grill or other propane or charcoal similar devices used for cooking shall be used or stored on any balcony or patio. Electric grills are acceptable.
6. **COMMON AREA MAINTENANCE.** Residents are not allowed to make any modifications or any improvements without prior written permission of the Trust (e.g. plantings, watering of grass areas, use of common area water, the use of common area utilities, improvements or any changes to interior and exterior common areas of buildings,).
7. **STORAGE IN COMMON AREAS.** Trash must be taken directly to the dumpster from a Unit. It may not be stored even temporarily anywhere outside of a Unit. Nothing may be stored or kept (even temporarily) outside of a Unit, in the hallways, entries, laundry rooms, furnace rooms, sidewalks, lawns, gardens, parking areas, drives, or roadways, nor may any of the preceding areas be obstructed or encumbered for any purpose other than normal passage. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be disposed only in trash containers. The disposal of any construction debris into the dumpsters will result in fines being levied against offending unit. If you have a question regarding what is acceptable to dispose of in the dumpster, please give the main office a call.

***The trustees may issue waivers for the storage of bicycles in specific locations. Such permits are subject to revocation for any reason at any time.**

***The trustees may issue waivers for the installation of window air conditioners subject to specific conditions. Such waivers will go to an individual and not to a Unit. Once given to an individual, the waiver may not be modified by the Trust, but the trustees are not required to pass on the waiver to a new owner.**

8. OPERATION OF MOTORIZED VEHICLES. Vehicles to be regularly parked at Northgate must be registered with the Trust office and must display a current parking sticker. A vehicle regularly parked at Northgate is defined as any vehicle that is parked overnight. All vehicles to be driven or parked at Northgate must conform to Massachusetts' requirements for being driven on the roads of the Commonwealth, and be one of the following: a passenger automobile, a passenger van, a pickup truck, a motorcycle or a motor home licensed to be driven on the roads of the Commonwealth. Pickups must have clean beds with nothing stored above the sidewalls. The tops of vans and motor homes must be clear. Absolutely no boats, trailers, or vehicles larger than 21 ft. in length, a 1 ton chassis and/or a gross vehicle weight exceeding 10,500 pounds may be parked either temporarily or regularly at Northgate. This does not apply to vehicles that are delivering goods or services to Northgate residents. Vehicles parked in violation of the above are subject to towing at the owner's expense.

No vehicle may be driven or parked on any part of the common area (e.g. lawns or sidewalks) other than the streets and designated parking areas. Handicap parking areas are only for vehicles so designated. Violators are subject to a fifty (\$50) fine and/or towing for each offense. Parking at the upper end of Jacqueline Road is restricted as indicated by signs so placed in this area. Motor homes are restricted to the parking spaces directly behind building 81/85 Lionel Ave., which are available on a first come first served basis. At any future date, the Trustees may rescind the current approval of vehicles that are not in compliance with the restriction of the Master Deed. Vehicles in violation of this restriction are subject to towing at the owner's expense.

No more than one vehicle per licensed resident with a maximum of two vehicles per Unit may be parked at Northgate, nor will more than two parking permits be issued per Unit. **(This does not waive the rights of the Trustees to enforce the provisions of the Master Deed which limits the assignment of a parking space to one per unit).** Motorcycles owned by a resident must be registered at the office. Motorcycles are to be parked at the tennis court area located on Lionel Avenue. Failure to abide by these rules will result in the appropriate fine structure for each offense, and towing of vehicle off property at the vehicle owners expense.

***Speed limit for all vehicles within Northgate is a maximum of 15 mph.**

There will be no washing or major repairing of vehicles within Northgate.

9. CANVASSING, PEDDLING, OR SOLICITING. There shall be no canvassing, peddling, distribution of material (except for newspapers which have been subscribed-to by residents), or solicitation for any purpose within Northgate Gardens by any person, including a resident, without prior written permission from the Trust office.

10. TENNIS COURTS AND SWIMMING POOL. These are for the use of residents or accompanied guests only. Rules for each are posted at the pool and tennis court. No more than two adult recreation passes will be issued per Unit. Failure to abide by the rules can lead to loss of privileges for a predetermined amount of time (as determined by the board).

11. BALCONIES AND PATIOS. The Unit Owner is responsible for cleanliness and snow removal. The owner is also responsible for the routine maintenance of the light, light fixture, railing, and surface of the walls and floor. No clothes, linens, or similar materials may be hung on patios or balconies. Storage is limited to that which is usual to the use of a patio or balcony.

12. SIGNS. No signs, advertising, notices or any other lettering shall be painted, attached, affixed, installed or exposed on or at any window or on any part of the building except: (1) small signs identifying the location of medical and dental offices, if any, and then only with the prior written approval of the Trustees and (2) signs placed by management to facilitate the business of the Trust. Open House signs or signs of that intent that are displayed on, or are in view from, the Common Elements are subject to a \$50 fine for each occurrence

6D CERTIFICATES: Prior to the issuance of a "Statement of Charges" (6D Certificate) certifying that there are no unpaid due the Trust, it will be necessary for the current Unit Owner to provide the following to the office of the Trust:

- a) Acknowledgment by the signature of the prospective buyer(s) that they are aware of the contents of the "OWNER LETTER", "RULES AND REGULATIONS", and "THE TOP ALL TIME PROBLEMS".
- b) Copies of the "NEW OWNER INFORMATION" and "NEW RESIDENT INFORMATION" completely filled out by the prospective buyer(s) with the exception of the Northgate home telephone number which must be supplied within ten days of move-in.

13. OCCUPANCY CHANGE. Prior to any change in occupants of a unit, items in para. a & b must be provided to the office of the Trust by the Unit Owner. Any change in an owner's information, para. c must be provided to the office of the Trust by the Unit Owner. Unit owners are required to obtain all passes from tenants and to be returned to the main office during a change in occupancy. Failure to do so will result in a \$25.00 charge for each pass not returned.

- a) Acknowledgment by the signature of all prospective adult occupants that they are aware of the contents of "THE TOP ALL TIME PROBLEMS" and "RULES AND REGULATIONS".
- b) A completely filled out copy of "NEW RESIDENT INFORMATION" with the exception of the Northgate home telephone number which must be supplied within ten days of move-in. Any subsequent changes to this information must be provided to the office within 10 days.
- c) If the owner is a Northgate resident, a completely filled out copy of "NEW RESIDENT INFORMATION". If not a resident, a completely filled out copy of "NEW OWNER INFORMATION". Any change must be supplied within 10 days.

14. INTERFERENCE. No resident, owner and/or guest shall direct, instruct, or unreasonably interfere (either directly or indirectly) with any individuals, including employees of the Condominium Trust or independent contractors, who are working at or performing services on the areas of the condominium and/or for the Condominium Association.

15. FINE SCHEDULE. The fine schedule is \$25 for the first offense, \$50 for the second, and \$100 for the third offense. Subsequent violations after \$100.00 will consist of another added \$25.00 for each fine.

16. COMPLAINTS. Reports of violations of these rules and regulations, as well as violations of the documents should be reported to the Trust office. Such report must include the name of the person reporting the violation, the nature of the violation, and the time, date and place of the violation. Reports may be verbal or written. Any fine may be appealed to the Board of Trustees by requesting a hearing in writing and providing specific reasons why the fine should not be imposed. No hearing will be held or fine imposed unless the violations is reported in writing.

17. MANAGEMENT. These rules and regulations and any amendments thereof shall not restrict or prohibit activities of management in carrying out the duties of the Trust

18. CONSENT REVOCABLE. Any consent or approval of the Trustees or the Manager given under these rules and regulations shall be revocable at any time.

19. DESIGNATION OF USE. The Board of Trustees may, from time to time, designate common areas for a particular purpose as deemed necessary.