

COURTYARD CONDOMINIUM

CERTIFICATES OF VOTES AND
RESOLUTIONS

COPY

CERTIFICATE OF VOTE AND RESOLUTION OF THE
BOARD OF TRUSTEES OF THE COURTYARD CONDOMINIUM ASSOCIATION

This Resolution is made this 30th day of October, 1992 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, Article V, §5.12 and Article V, §5.1.6 authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each unit owner's unit; and

WHEREAS, Article V, §5.11 provides that dogs, cats or other animals may not be kept in any unit without the prior written approval of the Trustees pursuant to the Rules and Regulations; and

WHEREAS, Article V, §5.12 authorizes the Trustees to levy reasonable fines against unit owners for such violations of the Condominium Documents with each day that a violation continues constituting a separate violation; and

WHEREAS, the Board of Trustees of the Courtyard Condominium Association desire to create reasonable Rules and Regulations regarding the administration of pets upon the premises as defined in the Trust as well as the enforcement of the Condominium Documents and to create fines thereto.

NOW THEREFORE, the Trustees of the Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Administrative Rules and Regulations for the Courtyard Condominium Association as follows:

- I. Administrative Rule Number 7 is hereby deleted and the following is substituted in its place:

PROHIBITION OF PETS:

Unit Owners and/or tenants may keep in their units dogs, cats and customary household pets owned or acquired by such Unit Owner and/or tenant etc., subject to such reasonable conditions as the Trustees may impose which shall be construed to include but not be limited to the following:

1. Such pets shall not exceed such number and kind as to interfere with the quiet enjoyment of the Condominium by its residents;

2. Any permitted pet shall not be allowed upon the common elements unless restrained by a leash, transport box or cage and in no event upon the land portion of the property safe for the transit there across, except as to the areas designated thereto;
3. Each unit owner keeping such a pet which violates any of the above conditions or permits any damage to or soiling of any of the common elements or permits any nuisance or unreasonable disturbance shall:
 - a. Be assessed by the Trustees for the costs of the repair of such damage or cleaning or elimination of such nuisance; and/or
 - b. Be required by the Trustees to permanently remove such pet from the Condominium upon five (5) days written notice from the Trustees.
4. Any violation of this section in addition to the above remedies shall subject the Unit Owner and/or tenant to the fines set forth in the Declaration of Trust and By-Laws as amended. Any and all remedies shall be cumulative;
5. Further, the Unit Owner and/or tenant must obtain the written approval of the Board of Trustees prior to allowing the customary household pet to be maintained in the residence of the Unit Owner and/or tenant;
6. No pets shall be raised for commercial and/or breeding purposes;
7. Pets shall not include livestock, fowl, poultry of any kind, and other non customary household pets. These above animals, etc., may not be kept under any circumstances in a unit;
8. No pets shall be allowed on the premises and no permission shall be granted for the same until the Unit Owner and/or tenant obtain all the necessary licensing and vaccination of said pet in accordance with Town and/or State Laws where applicable;
9. Any defecation of a pet will be cleaned up immediately by the Unit Owner and/or tenant and disposed of in a proper manner; and
10. For purposes of this Administrative Rule and Regulation, a tenant shall be deemed a Unit Owner.

II. The following Administrative Rule is adopted by the Board of Trustees:

VIOLATIONS - FINES

The violation of any Rule and Regulation adopted by the Board, or the breach of any of the By-Laws, or the breach of any provision of the Declaration of Trust or the Master Deed or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights, set forth in said Documents, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach. The Board shall have the additional power to levy fines against Unit Owners for such violations. Each fine shall be in the amount to be determined by the Board as set forth herewith, but shall not exceed Twenty-Five Dollars (\$25.00), but for each day a violation continues with notice as set forth in Article V, §12, said violation shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were common area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond or other security as they deem appropriate to provide for adherence to the Condominium Documents as they may be amended. In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action including but not limited to reasonable attorney's fees. The term "Unit Owner" shall, for purposes of this Rule, include lessees, tenants, occupants, guests, etc. A Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision.

In all other respects, the Rules and Regulations of the Courtyard Condominium Association are hereby ratified and affirmed.

IN WITNESS WHEREOF, the following is adopted by the Board of Trustees this 30th day of October, 1992.

COURTYARD CONDOMINIUM ASSOCIATION

Ann McBride, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

October 30, 1992

Then personally appeared the above named Ann McBride as Trustee of the Courtyard Condominium Association and acknowledged the foregoing instrument to be their free act and deed, before me,

W. K. Schipper

Notary Public

My Commission Expires: 10/31/97

**THE COURTYARD CONDOMINIUM
CHELMSFORD, MA**

**POLICY RESOLUTIONS I
BOOK OF RESOLUTIONS**

WHEREAS, Article V, Section 5.1 of the bylaws grant the Board "the power and duties" specifically conferred upon it by the Act, the Declaration, and the Bylaws and all other powers and duties necessary for the administration of affairs of the Condominium; and,

WHEREAS, the keeping of accurate records, including a record of all resolutions of the complete affairs of the Condominium is necessary for continuity in the administration of the Association by the Board; and,

WHEREAS, the Board deems it necessary to establish procedures relative to (what will herein after be referred to as) a Book of Resolutions;

NOW THEREFORE, BE IT RESOLVED THAT the Board shall establish and maintain a **BOOK OF RESOLUTIONS** which shall be an orderly and indexed record of four types of resolutions that are adopted by the Board, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions, and General Resolutions as defined herewith.

1. Classification of Resolutions

- A.** "Policy Resolution" shall mean and refer to those resolution adopted by the Board which specifically relate to the plan of governance and governing policy of the Association, including but not limited to delegation of Board authority to committees or individuals and Rules and Regulations regarding use of the Common Area. Policy Resolutions shall be recorded as part one of the Book of Resolutions of the Association and in the Book of Minutes.
- B.** "Administrative Resolutions" shall mean and refer to those resolutions adopted by the Board which deal with the internal operations and structure of the Association, including but not limited to contracts, financial procedures, etc. All Administrative Resolutions shall be duly recorded as part two of the Book of Resolutions and in the Book of Minutes.
- C.** "Special Resolutions" shall mean and refer to those resolutions adopted by the Board involving actions relative to questions of compliance by a member with the provisions of the Declaration, Bylaws, or Book of Resolutions and in the Book of Minutes.
- D.** "General Resolutions" shall mean and refer to those resolutions adopted by the Board which relate to specific expenditures, single task actions, and other general matters of the Board which have no continuing, far-reaching, or precedent setting

implications. General Resolutions shall be recorded in the Book of Minutes only.

2. **Definitions.** This Book of Resolutions shall incorporate by reference all definitions contained in the Declaration.
3. **Book Format.** The Book of Resolutions shall be composed of three (3) main sections, one for Policy Resolutions, one for Administrative Resolutions, and one for Special Resolutions, such Resolutions to be arranged in each section of the Book of Resolutions in order of their adoption. In the last section of the Book of Resolutions shall appear an alphabetical index and an index of topics.
4. **Responsibility.** The Clerk/Secretary shall be responsible for maintaining the Book of Resolutions and providing to the Members notice of any additions or changes.
5. **Inspection.** The Book of Resolutions shall be made available for inspection by any member or representative or one of the project's institutional lenders, upon request, during normal business hours.
6. **Conflicts.** Where the Book of Resolutions conflicts with State Statute or the Condominium Documents, those documents shall prevail.
7. **Severability.** The invalidity of any part of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability or effect the balance of the Book of Resolutions.
8. **Compliance.** All members, members of member's families, guests and tenants shall comply with the provisions of the Book of Resolutions.
9. **Enforcement.** The Association, or any owner shall have the right to enforce, by any procedure at law or in equity, all provisions of the Book of Resolutions and all other Condominium Documents. The failure of any owner to comply with the provisions of any Condominium Documents shall give rise to a cause of action in the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such rights shall be effective only pursuant to an instrument in writing signed by the party to be covenant, condition or restriction contained herein which is expressly set forth as being waived.
10. **Violation and Nuisance.** Every act or omission whereby any provision of the Book of Resolutions is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any owner.
11. **Violation of law.** Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the properties hereby declared to be a violation of the Book of Resolutions, shall be cumulative and not exclusive.

12. Remedies Cumulative. Each remedy set forth in the Book of Resolutions shall be in addition to all other remedies whether available at law or in equity, and all such remedies whether or not set forth in this Book of Resolutions, shall be cumulative and not exclusive.
13. Reference of Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the persons or entities may require.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 29TH DAY OF SEPTEMBER, 1993

ATTESTED:

A handwritten signature in black ink, reading "Robert J. Michael". The signature is written in a cursive style with a large, prominent initial "R".

CHAIRMAN

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD MA

POLICY RESOLUTION II

POLICY RESOLUTIONS

WHEREAS, Article V, Section 5.1 of the Bylaws grant the Board "the power and duties" specifically conferred upon it by the Act, the Declaration and the Bylaws and all other powers and duties necessary for the administration of the affairs of the Condominium; and,

WHEREAS, there is a need to adopt formal rules and procedures for making and recording Policy Resolutions of the Board; and

WHEREAS, it is the intent of the Board to institute such rules and procedures;

NOW THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Policy Resolutions be adopted:

1. **First Reading.** The proposed Policy Resolution shall be submitted into the Minutes of a regular Board Meeting by a time, date and place, such time to be no less than thirty (30) days hence, for a Hearing of the Members on the proposed Resolution.
2. **Publication.** The proposed Policy Resolution shall be printed in its entirety in the Association newsletter, together with notice of the time, date and place of the membership Hearing as set by the Board.
3. **Consistency.** The Clerk/Secretary or Legal Counsel shall be responsible for reviewing the proposed resolution for consistency with previously adopted Resolutions and with the Condominium Documents and submitting a report at the Public Hearing.
4. **Public Hearing.** Copies of the Resolutions shall be available for the members at the hearing. Members shall have an opportunity to comment on the proposed resolution, subject to guidelines stated by the Board or designated committee at the beginning of the Hearing.
5. **Board Action.** At a meeting of the Board not later than the next regular Board meeting, the Board shall take action on the proposed Policy Resolution. to be adopted, the resolution must have the approval of a majority of the Board. If the Resolution is adopted and members notified of the approval, any amendments are then placed in the Book of Resolutions.
6. **Duration.** Policy Resolutions shall remain in effect in perpetuity unless rescinded

by a vote of the Board after notification and a Public Hearing as called for in parts 1, 2, 3, 4, and 5 of the Resolution. Policy Resolutions should be reviewed annually at the first meeting of each newly elected Board.

7. Amendment. To amend a Policy Resolution substantively, the Board will follow the procedures for adoption of a Policy Resolution.
8. Emergency Policy Resolution. When, in the judgement of the Board, an emergency exists which jeopardizes the property or equity of the Association and/or members, the Board, with a majority approval of those Board members present or in contact via communications equipment may temporarily waive steps 1 through 4; however, no later than thirty (30) days after the adoption of an Emergency Policy Resolution, such Resolution shall expire as a Policy Resolution.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 29TH DAY OF SEPTEMBER, 1993

ATTESTED:

A handwritten signature in black ink that reads "Robert Michael". The signature is written in a cursive, flowing style.

CHAIRMAN

THE COURTYARD CONDOMINIUM
CHELMSFORD, MASSACHUSETTS

POLICY RESOLUTION III
ADMINISTRATIVE RESOLUTIONS

WHEREAS, Article V, Section 5.1 of the bylaws grant the Board "the power and duties" specifically conferred upon it by the Act, the Declaration, and the Bylaws and all other powers and duties necessary for the administration of the affairs of the Condominium. and,

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording these Administrative Resolutions of the Board: and

WHEREAS, it is the intent of the Board to institute such rules and procedures:

NOW THEREFORE, BE IT RESOLVED THAT the following guidelines for Administrative Resolutions be adopted:

1. Procedures for Adoption. The proposed Administrative Resolutions shall be included in the published Board Agenda for the meeting at which it is to be considered. The Clerk/Secretary or Legal Counsel will review the proposed Resolution for consistency with the Property Documents and previously adopted Resolutions and make a report to the Board. The proposed Resolution may be amended and/or adopted by a majority of the Board. If the Resolution is adopted, it shall be placed in the Book of Resolutions and the Resolution or a fair summary thereof shall be printed in its entirety in the first Association newsletter to be published following adoption of the Resolution. If the Resolution affects a major portion of the Members, the Resolution shall be distributed to all members.
2. Duration. Administrative Resolutions shall remain in effect until rescinded by the Board, unless a specific period is stated in the Resolution. The Clerk/Secretary shall place on the Agenda of the Board consideration of any Resolution due to expire forty five (45) days prior to its expiration.
3. Amendment. Administrative Resolutions may be amended by the Board with the approval of a majority of the Directors.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 29TH DAY OF SEPTEMBER, 1993

ATTESTED:


CHAIRMAN

THE COURTYARD CONDOMINIUM TRUST

POLICY RESOLUTION IV

**FINANCE COMMITTEE
TERMS OF REFERENCE**

WHEREAS, Article 5 of the Bylaws grants the Board of Trustees all powers to conduct the affairs of the Trust which are granted by law and The Courtyard Condominium Trust Documents, and

WHEREAS, the Trustees recognize that a program of sound asset management is essential to the financial health and viability of the Association and to the protection of owners' equity: and

WHEREAS, the Trustees wish to create a standing committee to provide assistance in its duties of asset management for the Association:

NOW THEREFORE, BE IT RESOLVED THAT a standing Finance Committee be established, having the following terms of reference.

RESPONSIBILITY:

The primary responsibility of the Finance Committee is to advise and assist the Board in planning and administering a program of asset management for the Association.

In fulfilling its responsibility the Finance Committee performs functions which include, but are not necessarily limited to, the following:

- 1. As requested by the Board, responsible for the coordination, development, proposal and interpretation of the annual budget to the Board of Trustees and the general membership.**
- 2. Assist the Board in developing a schedule of capital repair and replacement expenditures.**
- 3. Assist other committees in preparing budget requests.**
- 4. Review and evaluate all financial statements, and submit written recommendations to the Board.**
- 5. Assist the Board in selecting an auditor.**
- 6. Advise the Board on short-term and long-term investment of Association funds, consistent with the Condominium Documents.**
- 7. May perform other functions as directed or approved by the Board.**

MANNER OF ORGANIZATION:

The Chairman and members of the Committee shall be appointed and removed by the Chairman with the approval of the Board, from a list of volunteers responding to public notices.

MANNER OF OPERATION:

The committee shall meet at least twice during each fiscal year. (One meeting shall be for the purposes of reviewing and preparing for the Budget Hearing. The second meeting will be for reviewing the annual audit.) The committee, through its Chairman shall report in writing to the Board at the Board's next meeting following the Committee meeting. The report shall include the names of those members present, a summary of activities, any requests to the Trustees for additional meetings and the reasons, and any recommendations and proposals to the Board with supporting rationale.

DULY RECORDED IN THE BOOK OF MINUTES

THIS

ATTESTED:

A handwritten signature in black ink, appearing to read "Robert Michael". The signature is written in a cursive style with a large, prominent initial "R".

CHAIRMAN

**COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MASSACHUSETTS**

POLICY RESOLUTION V

MEETINGS

WHEREAS, Article V, Section 5.1 of the By-laws grants the Board all powers for the conduct of the affairs of the Association which are granted by law and the Association Documents; and

WHEREAS, Article V, Section 5.14 of the By-laws call for Trustee Meeting of the Association; and

WHEREAS, the present Board wishes to clarify and define a procedure for conducting Board Meetings in accordance with an Open Meeting criteria,

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board of Trustees will meet monthly on the third Tuesday of the month, or as required upon proper seven-day notification with exception in the months of July and August.
2. Written notice of the date and agenda of the meeting shall be posted on the clubhouse bulletin board no less than seven (7) days prior to the meeting.

PROCEDURES FOR MEETINGS:

1. All meetings will be chaired by the Chairperson or senior Board officer in the Chairperson's absence.
2. Meetings will open at 6:30 p.m. or at the time designated by the agenda.
3. Minutes of all Board of Trustee meetings will be recorded by the secretary and/or their assignee and placed into the Book of Minutes after approval and adoption at the next Board of Trustee's meeting.

CANCELLATION OF MEETINGS:

From time-to-time, it may be necessary to cancel meetings due to inclement weather, illness of personnel, illness of a member of the Board of Trustees, and/or management personnel. Cancellation of meetings will be by written notice posted on the clubhouse bulletin board at the earliest notice of said cancellation. Notice will be posted by management personnel or by the Chairperson and/or their designate. If possible, the cancellation notice will reflect the rescheduled date and time of the rescheduled meeting.

The Chair has the authority to cancel meetings.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 19TH DAY OF OCTOBER, 1994

ATTESTED:

A handwritten signature in cursive script, appearing to read "Robert M. Mahend".

CHAIRMAN

COURTYARD CONDOMINIUM TRUST

CHELMSFORD, MA.

POLICY RESOLUTION VI

BOARD OF TRUSTEES

OPEN MEETING

WHEREAS, Article V, Section 5.1 of the bylaws grants the Board all powers for the conduct of the affairs of the Association which are granted by law and the Association Documents and

WHEREAS, Article V, Section 5.14 of the Bylaws call for Trustee Meeting of the Association and,

WHEREAS, the present Board wishes to clarify and define a procedure for conducting Board Meetings in accordance with an Open Meeting criteria,

NOW THEREFORE, BE IT RESOLVED THAT:

1. **Written notice of the date and Agenda of the meeting shall be posted on the Clubhouse bulletin board no less than seven (7) days prior to the meeting.**

PROCEDURE FOR MEETING

1. **All meetings will be opened by the chairperson.**
2. **In the first 15 minutes of any meeting, the Board of Trustees will accept any business as presented by owners.**
3. **Once recognized by the chair, a homeowner will be allowed to present business to the Board for consideration. Presentation will be limited to two to three minutes in length.**
4. **All New Business will be recorded by the Secretary for consideration of the Board at the next Board Meeting if action is warranted or required.**
5. **Upon completion of presentations, or NOT to exceed 15 minutes, the chairperson will close this portion of the open meeting.**

6. The Board of Trustees will not be required to respond to questions at that time.
7. The Board of Trustees will proceed with the agenda items without input from the audience.

EXECUTIVE SESSION

WHEREAS, from time to time the Board may be involved in potential legal matters and in the matters of collection of funds, the chairperson will request a closed session of the Board. All persons not on the Board of Trustees or not under their employment, will be asked to leave the meeting room.

DULY RECORDED IN THE BOOK OF MINUTES

THIS *16TH OF December 1993*

ATTESTED:

A handwritten signature in cursive script, appearing to read "Robert J. Michael".

CHAIRMAN

**THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MASSACHUSETTS**

POLICY RESOLUTION VII

**SOCIAL COMMITTEE
TERMS OF REFERENCE**

WHEREAS, Article 5 of the bylaws grants the Board of Trustees all powers to conduct the affairs of the Trust which are granted by law and The Courtyard Condominium Trust Documents, and

WHEREAS, the Board wishes to maximize use of the recreational facilities and to provide a variety of leisure time opportunities, both within the community and outside of The Courtyard to appeal to all age groups and interests; and

WHEREAS, the Board wishes to create a body to advise and assist it in developing such recreation programs:

NOW THEREFORE, BE IT RESOLVED THAT a standing Social Committee be established, having the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Social Committee is to advise and assist the Board in developing and operating a community leisure-time program for all age groups and interests.

In fulfilling its responsibility, the Social Committee performs functions which include, but are not necessarily limited to the following:

1. Reviewing proposed rules for use of the facilities.
2. Developing schedules for the facilities that assure equitable use of the facilities.
3. Responsible for developing annual budget for recreation facilities in conjunction with the Finance Committee.
4. Generally organizing, promoting, coordinating, and otherwise assisting in the operating of the community amenities.
5. Organizing, promoting, and conducting seasonal and special interest events.
6. Organizing, promoting, and conducting trips to events.
7. Arranging lectures, classes, trips, and other group events for residents.
8. May perform other functions as directed or approved by the Board.

MANNER OF ORGANIZATION:

The Chairperson and members of the committee shall be appointed and removed by the Chairperson, with the approval of the Board, from a list of volunteers responding to public notices.

MANNER OF OPERATION:

The Committee shall meet at least twice during each fiscal year and additionally as needed to fulfill its responsibilities to the Board of Trustees. The Committee shall meet at other times as requested by the Board. The Committee, through its Chairperson, shall report in writing to the Board at the Board's next meeting following the committee meeting. The report shall include the names of those members present, a summary of activities, any requests to the trustees for additional meetings and the reasons, and any recommendations and proposals to the Board with supporting rationale.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 18TH DAY OF JANUARY, 1994.

ATTESTED:

A handwritten signature in cursive script, appearing to read "Robert J. Richard".

CHAIRPERSON

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MASSACHUSETTS

POLICY RESOLUTION VIII

FIRE DEPARTMENT CONTACT COMMITTEE
TERMS OF REFERENCE

WHEREAS, Article V, Section 5.1 of the bylaws grants the Board all powers for the conduct of the affairs of the Trust which are granted by law and the Trust's Documents and

WHEREAS, Article V, Section 5.1, (xix) of the bylaws charges the Board with enforcing the Property Documents; and

WHEREAS, to better carry out such duties, the Board deems it necessary to create a standing committee to assist the Board in meeting a Fire Department Contact Person(s) for each building as required by the Chelmsford Fire Department.

NOW THEREFORE, BE IT RESOLVED THAT a standing Fire Department Contact Committee be established, having the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Fire Department Contact Committee is to assist the Board, when available, in response to fire alarm activations for the purpose of assisting the Chelmsford Fire Department as required.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 18TH DAY OF JANUARY, 1994

ATTESTED:

CHAIRPERSON



THE COURTYARD CONDOMINIUM TRUST

POLICY RESOLUTION IX

**POOL COMMITTEE
TERMS OF REFERENCE**

WHEREAS, Article 5 of the Bylaws grants the Board of Trustees all powers to conduct the affairs of the Trust which are granted by law and The Condominium Trust Documents; and

WHEREAS, the Board wishes to maximize use of the recreational facility; and

WHEREAS, the Board wishes to create a body to advise and assist it in developing guidelines for pool operation programs:

NOW THEREFORE, BE IT RESOLVED THAT a standing Pool Committee be established, having the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Pool Committee is to advise and assist the Board in developing guidelines for the recreational use of the pool for all age groups and interests.

In fulfilling its responsibility, the Pool Committee performs functions which include, but are not necessarily limited to the following:

- 1. Soliciting community and town input to create guidelines of operation in the following areas: hours of operation, lifeguards, usage, furniture, review of existing pool rules.**
- 2. May perform other functions as directed or approved by the Board.**

MANNER OF ORGANIZATION:

The Chairman and members of the Committee shall be appointed and removed by the Chairperson with the approval of the Board, from a list of volunteers responding to public notices.

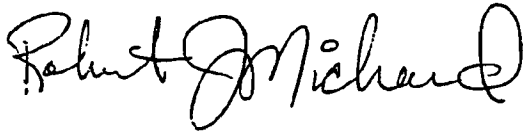
MANNER OF OPERATION:

The committee shall meet at least twice during each fiscal year and additionally, as needed to fulfill its responsibilities to the Board of Trustees. The committee shall meet at other times as required by the Board. The committee, through its Chairman shall report in writing to the Board at the Board's next meeting following the Committee meeting. The report shall include the names of those members present, a summary of activities, any requests to the Trustees for additional meetings and the reasons, and any recommendations and proposals to the board with supporting rationale.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 22ND DAY OF FEBRUARY, 1994

ATTESTED:

A handwritten signature in cursive script that reads "Robert J. Michael". The signature is written in black ink and is positioned above the printed name "CHAIRMAN".

CHAIRMAN

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MASSACHUSETTS

POLICY RESOLUTION X

MANAGEMENT SELECTION COMMITTEE
TERMS OF REFERENCE

WHEREAS, Article 5 of the By-laws grants the Board of Trustees all powers to conduct the affairs of the Trust which are granted by law and The Courtyard Condominium Trust Documents, and

WHEREAS, the Trustees recognize that a program of sound asset management is essential to the financial health and viability of the Association and to the protection of owners' equity; and

WHEREAS, the Trustees wish to create an Ad hoc Committee to provide assistance in its duties of evaluation of management needs and proposals from professional management firms;

NOW THEREFORE, BE IT RESOLVED THAT an Ad hoc Committee be established, having the following terms of reference.

RESPONSIBILITY:

The primary responsibility of the Ad hoc Committee is to advise and assist the Board in planning and administering a program of asset management for the Association.

In fulfilling its responsibility, the Ad hoc Committee performs functions which include, but are not necessarily limited to the following:

1. As requested by the Board, evaluate the management service needs of the community.
2. Prepare Request for Proposals with specifications identifying services required for the community.
3. Present the Board of Trustees with a list of potential companies for invitation to bid for selection by the Board.
4. Evaluate proposals received.
5. Evaluate bidders' office staff and facilities.
6. Prepare and present a written recommendation to the Board of Trustees to assist the Board in selection of a management firm.

MANNER OF ORGANIZATION

The Chairperson and members of the Committee shall consist of members of the Board of Trustees and volunteers responding to public notices. The Committee will select among themselves a Chairperson.

MANNER OF OPERATION:

The Committee shall meet as required during the review process. The Committee, through its Chairperson, shall report in writing to the Board at the Board's next meeting following the Committee meeting. The report shall include the names of those members present, a summary of activities, any requests to the Trustees for additional meetings and the reasons, and any recommendations and proposals to the Board with supporting rationale.

COMMITTEE TERM:

This Committee will cease to exist upon completion of this review process and submittal of its selection recommendation.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 19TH DAY OF APRIL 1994

ATTESTED:

A handwritten signature in cursive script, appearing to read "Robert Michael".

CHAIRMAN

CERTIFICATE OF VOTE AND RESOLUTION OF THE
BOARD OF TRUSTEES OF THE COURTYARD CONDOMINIUM ASSOCIATION

This Resolution is made this 17th day of May, 1994 by the Board of Trustees of The Courtyard Condominium Association.

WHEREAS, Article V, §5.12 and Article V, §5.1.6 authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each unit owner's unit; and

WHEREAS, Article V, §5.12 authorizes the Trustees to levy reasonable fines against unit owners for such violations of the Condominium Documents with each day that a violation continues constituting a separate violation; and

WHEREAS, the Board of Trustees of The Courtyard Condominium Association desire to create reasonable Rules and Regulations regarding the administration of parking upon the premises as defined in the Trust as well as the enforcement of the Condominium Documents and to create fines thereto.

NOW THEREFORE, the Trustees of The Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Administrative Rules and Regulations for The Courtyard Condominium Association as follows:

I. Administrative Rule Number 8 is hereby amended as follows:

PARKING SPACES: Owners and their tenants shall be responsible to see that neither they nor their guest(s) interfere with the rights of other owners and their tenants to appropriate use of parking spaces.

VEHICLE REPAIR: Repairing or servicing of vehicles within the parking area is prohibited.

WASHING OF VEHICLES: Washing of vehicles in the parking lot or on grass areas with a hose or a similar device is prohibited.

VEHICLE REGISTRATION: All vehicles parked on the premises must comply with all state motor vehicle registration laws and insurance requirements and be in operational capability at all times.

FIRE LANES: Vehicles will not be parked in designated fire lanes. Vehicles parked in these areas are subject to towing and fines. This area is subject to enforcement by the Chelmsford Police Department in accordance with the Town of Chelmsford Ordinances.

SPEED LIMIT: 10 MPH speed limit.

HANDICAPPED PARKING: Handicapped parking spaces are for the exclusive use of persons displaying State issued Handicapped Registration plates or designation tags. Unauthorized parking of motor vehicles in these areas will be subject to towing and fines. These areas are subject to enforcement by the Chelmsford Police Department.

NO PARKING ZONES: Parking in No Parking Zones is prohibited. Vehicles parked in these areas will be subject to fines and towing.

MAIL PICK-UP PARKING: Two parking spaces by the clubhouse have been designated for temporary parking for the sole purpose of picking up mail by residents from mailboxes within the clubhouse.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 17TH DAY OF MAY 1994

ATTESTED:

A handwritten signature in cursive script, appearing to read "Robert J. Mahend".

CHAIRMAN

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

5/17, 1994

Then personally appeared the above-named Robert Michaud as Trustee of The Courtyard Condominium Trust and acknowledged the foregoing instrument to be his free act and deed, before me.

Marylou Cavota
Notary Public

My Commission Expires 9/29/2000

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MASSACHUSETTS

POLICY RESOLUTION XII

COLLECTION OF DELINQUENT
COMMON AREA FEES AND ASSESSMENTS

WHEREAS, Article 5, Section 5.1 grants that the "The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration or the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including without limiting the generality of the foregoing, the following powers and duties"; and

WHEREAS, Article 5, Section 5.1.2 charges the Board with the duty of assessment collection; and

WHEREAS, orderly procedures must be established for the collection of assessments that remain unpaid past their due date;

NOW THEREFORE BE IT RESOLVED THAT the procedures for collection of delinquent assessments be as follows:

1. Any assessment payment not received within fifteen (15) days after the due date shall be termed delinquent.
2. At the time an assessment becomes delinquent, on the 15th day of the month, a late charge of \$10.00 will be added to the account, and a statement to that effect and a notice of delinquency will be sent to the delinquent owner.
3. If payment, including any additional charges, is not received within forty-five (45) days after the due date, a second notice of delinquency will be mailed to the owner, as notification that payment must be received by the 30th of that month in order to avoid additional late charges.

If payment is not received within five (5) days of the required due date, the Trustees will be notified of the delinquent account(s). The Trustees shall authorize their agent to contact the Trust's attorney to proceed with collection in accordance with Chapter 400 as it amends Chapter 183A.

A list of the property(ies) in question and the name(s) of the owner(s) shall be turned over to the Counsel for the Association, who shall cause the lien(s) to be recorded and shall take other appropriate legal action.

All fees incurred by the Condominium Association in collecting the delinquent charges, including returned check fees, penalties, fees, etc. shall be charged to the delinquent unit owner.

The Trustees may, at their sole discretion, exercise their option to accelerate payment of the remaining installments, and the entire amount of the annual assessment or of the parcel assessment shall become due and payable. The Chairperson of the Board of Trustees or their agent acting on behalf of the Board shall send notification of this action to the delinquent unit owner.

4. At the same time that the delinquent account is turned over to the Counsel, the right of the delinquent owner to vote, to use recreational facilities, and to serve on any committee established by the Board shall be suspended until such delinquent assessments have been paid, unless relief is granted by Special Resolution of the Board of Trustees.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 19TH DAY OF OCTOBER, 1994

ATTESTED:

A handwritten signature in cursive script that reads "Robert J. Michael".

CHAIRMAN

CERTIFICATE OF VOTE AND RESOLUTION OF THE
BOARD OF TRUSTEES OF THE COURTYARD CONDOMINIUM ASSOCIATION

This Resolution is made this 18th day of April, 1995 by the Board of Trustees of The Courtyard Condominium Association.

WHEREAS, Article V, Section 5.12 and Article V, Section 5.16 authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each unit owner's unit; and

WHEREAS, Article V, Section 5.12 authorizes the Trustees to levy reasonable fines against unit owners for such violations of the Condominium Documents with each day that a violation continues constituting a separate violation; and

WHEREAS, the Board of Trustees of The Courtyard Condominium Association desires to create reasonable Rules and Regulations regarding the administration of parking upon the premises as defined in the Trust as well as the enforcement of the Condominium Documents and creates fines thereto.

NOW THEREFORE, the Trustees of the Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Administrative Rules and regulations for The Courtyard Condominium Association as follows:

I. Administrative Rule Number 8 is hereby amended as follows:

Paragraph titled "VEHICLE REGISTRATION" is hereby amended to include the following:

The Board of Trustees has the right to authorize any unit owner to maintain one (1) unregistered vehicle on the premises.

All requests from unit owners to maintain an unregistered vehicle on the premises must be submitted to the Board of Trustees in writing and must be approved in writing by the Board. Approval is granted for a period of one year. Requests to extend the approval for additional one year periods must be submitted in writing. The Condominium Association does not assume any liability associated with an unregistered vehicle on the premises. In addition, any unit owner given permission to maintain an unregistered vehicle must abide by the following conditions or be subject to fines and revocation of this approval:

1. The Unit Owner must maintain the vehicle in operable condition at all times.
2. The vehicle must be registered for at least 3 months of each calendar year.
3. The vehicle must be parked in authorized long-term parking areas from November through April.
4. The Unit Owner must remove snow and ice from vehicle and from around the vehicle within 24 hours of the end of any snow/ice storm.

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES OF
THE COURTYARD CONDOMINIUM ASSOCIATION**

This Resolution is made this 17th day of October, 1995 by the Board of Trustees of The Courtyard Condominium Association.

WHEREAS, Article V, §5.12 and Article V, §5.1.6 authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each unit owner's unit; and

WHEREAS, Article V, §5.12 authorizes the Trustees to levy reasonable fines against unit owners for such violations of the Condominium Documents with each day that a violation continues constituting a separate violation and

WHEREAS, the Board of Trustees of The Courtyard Condominium Association desire to create reasonable Rules and Regulations regarding the administration of sign placement upon the premises as defined in the Trust as well as the enforcement of the Condominium Documents and to create fines thereto.

NOW THEREFORE, the Trustees of The Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Administrative Rules and Regulations for The Courtyard Condominium Association as follows:

I. Administrative Rule Number 9 is hereby amended as follows:

SIGNS: Unit owners may not display "For Sale" or "For Rent" signs in windows of their Units nor may the Owners of Units place window displays or advertising in windows of such Units. Unit owners may place "Open House" signs, one at the entrance to the Condominium and one in front of the individual Unit, on the day of the Open House only.

DULY RECORDED IN THE BOOK OF MINUTES

THIS 17TH DAY OF OCTOBER 1995

ATTESTED:


CHAIRMAN

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE COURTYARD CONDOMINIUM ASSOCIATION**

This Resolution is made this 20th day of March, 2001 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, Article V, Section 5.1 of the by-laws grants the Board all powers for the conduct of the affairs of the Trust which are granted by law and the Trust's Documents and

WHEREAS, Article V, Section 5.1, (xix) of the by-laws charges the Board with enforcing the Property Documents; and

WHEREAS, to better carry out such duties, the Board deems it necessary to create a reasonable rule and regulation regarding the reporting of complaints, violations and non emergency maintenance requests to the Board of Trustees and the Management Company.

NOW THEREFORE, the Trustees of the Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Rules and Regulations for the Courtyard Condominium Association as follows:

- I. All complaints, violations, requests for copies of minutes, documents, contracts and non emergency maintenance requests are to be submitted in writing to the Board of Trustees via the Management Company.

DULY RECORDED IN THE BOOK OF MINUTES.

THIS 20th day of March 2001

ATTESTED: _____

COURTYARD CONDOMINIUM ASSOCIATION


CHAIRPERSON

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MA

POLICY RESOLUTION XIV
BOOK OF RESOLUTIONS

This Resolution is made this 28th day of January, 2003 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, Article V, Section 5.1 of the by-laws grants the Board all powers for the conduct of the affairs of the Trust which are granted by law and the Trust's Documents and

WHEREAS, Article V, Section 5.1, (xix) of the by-laws charges the Board with enforcing the Property Documents; and

WHEREAS, to better carry out such duties, the Board deems it necessary to create a reasonable rule and regulation regarding the completion of the Annual Census/Unit Owner/Resident Information Sheet.

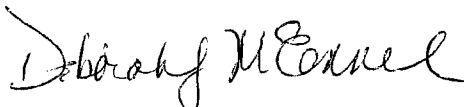
NOW THEREFORE, the Trustees of the Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Rules and Regulation for the Courtyard Condominium Association as follows:

- I. The Annual Census is a mortgage and tenant information sheet needing to be completed under Massachusetts general law chapter 400 of the Condominium Act of 1992. This form must be completed in full and returned to the management company upon moving into a unit and/or at the annual request of the management company with-in 30 days of both or either events. If said form is not completed within the 30 days a \$10.00 fine will be applied to the unit. A new Annual Census form will be sent to the owner and if not completed within 7 days an additional \$10.00 fine will be applied to the unit. This step will repeat until the completed form is returned. The new rule will be known as Rule #20 in Section VII of the Courtyard Condominium Trust Rules and Regulations.

DULY RECORDED IN THE BOOK OF MINUTES.

THIS 28th day of January 2003

ATTESTED:

2-01-03 

COURTYARD CONDOMINIUM ASSOCIATION


CHAIRPERSON

THE COURTYARD CONDOMINIUM TRUST
CHELMSFORD, MA

POLICY RESOLUTION XV
BOOK OF RESOLUTIONS

This Resolution is made this 22nd day of April, 2003 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, Article V, Section 5.1 of the by-laws grants the Board all powers for the conduct of the affairs of the Trust which are granted by law and the Trust's Documents and

WHEREAS, Article V, Section 5.1, (xix) of the by-laws charges the Board with enforcing the Property Documents; and

WHEREAS, to better carry out such duties, the Board deems it necessary to create a reasonable rule and regulation regarding, Vehicle Regulations.

NOW THEREFORE, the Trustees of the Courtyard Condominium Association acting pursuant to the authorities contained in Article V of the Trust and pursuant to a duly authorized meeting and quorum as set forth in Article III of said Trust, do hereby amend the Rules and Regulation for the Courtyard Condominium Association as follows:

I VEHICLE REGULATIONS

1. Parking Assignments and Restrictions

- 1.a Each Unit is assigned, one (1) parking space in the general area of said unit and building.
- 1.b All Unit Owners and Residents are required to register their vehicles with the Managing Agent for the purpose of monitoring violations of this resolution.
- 1.c The Managing Agent is authorized to police the property to the effect that vehicles parked in violation on the Condominium Rules and Regulations will be removed.
- 1.d Parking is prohibited on any Common Area surface other than black top. No parking is allowed on any portion of the grass or naturalized areas.
- 1.e Any unidentified vehicle parked in an assigned space is subject to immediate towing without warning, at the vehicle owner's expense.
- 1.f Unit Owners and Residents shall be held responsible to see that neither they nor their guests interfere with the right of other Unit Owners and Residents to the use of their parking spaces and should monitor where their guest park. All guests are required to park in the unnumbered spaces only.

2. Speed Limit

- 2.a The speed limit on all the streets and ways of the Condominium is 10 M.P.H.

3. Abandoned, Immobile, and Noisy Motor Vehicles
 - 3.a The Managing Agent is authorized to place a notice on an abandoned or immobile vehicle to the effect that the vehicle must be registered with current tags and currently inspected with the Massachusetts Department of Motor Vehicles and/or made mobile within two (2) days, or be removed at the expense of the vehicle's owner.
 - 3.b Unregistered vehicles or those without license plates after the two (2) days will be subject to immediate towing at the expense of the vehicle's owner.
 - 3.c No inadequately muffled vehicles shall be operated within the confines of the Condominium

4. Recreational and Commercial Vehicles
 - 4.a Pursuant to the Master Deed, Section 9 (f), the parking area is intended to be used solely for the parking of private passenger vehicles except as otherwise permitted by the Board of Trustees in their discretion.
Recreational vehicles including but not limited to boats, trailers, campers, snowmobiles, etc. are prohibited. Commercial vehicles, limousines and private vehicles with lettering on the exterior are prohibited from parking for extended periods or being stored on the Common Areas or assigned parking spaces.
 - 4.b The Managing Agent is authorized to remove any offending vehicle at the owner's expense. In the event of removal, the Owner of the Unit in which the vehicle's owner resides or which he or she is visiting will be assessed a fine according to the Vehicular Violation Fines schedule.
 - 4.c Visible storage of equipment and supplies is not permitted in, on or around vehicles. This prohibition includes the overnight storage of such vehicles and equipment.

5. Vehicle Maintenance and Washing
 - 5.a Maintenance, repair or servicing of vehicles, unless of an emergency nature, is prohibited anywhere on the Condominium property, including all assigned parking spaces.
 - 5.b Washing of vehicles in the parking lot or on grass areas with a hose or similar device is prohibited.

6. Vehicles Parked in Fire Lanes
 - 6.a Vehicles will not park in designated fire lanes. Vehicles parked in these areas are subject to immediate fines and towing according to the Vehicular Violation Fines schedule.

7. Handicapped Parking
 - 7.a Handicapped parking spaces are for the exclusive use of persons displaying State issued Handicapped Registration plates or designation tags. Unauthorized parking of motor vehicles will be subject to immediate fines and towing according to the Vehicular Violation Fines schedule.

8. No Parking Zones
 - 8.a Parking in No Parking Zones is prohibited. Vehicles parked in these areas will be subject to immediate fines and towing according to the Vehicular Violation fines schedule.

9. Mail Pick-up Parking
9.a Two parking spaces by the clubhouse have been designated for temporary parking for the sole purpose of picking up mail by residence from mailboxes within the clubhouse.
10. Long term Parking
10.a Owners must inform the Management Company of their arrangement to have vehicle(s) removed prior to their departure.
10.b All requests must state, make of the vehicle, model, license plate number, which parking area they would prefer to use and length of time the vehicle will be parking in the area.
10.c The Management Company will assign parking spot, and contact the homeowner. The reservation will be confirmed in writing to the owner.
10.d Due to a limited number of parking spaces we will assign parking on a first come basis.
10.e If the request is for more than 30 days, the owner must request a new approval prior to the 30-day term expiring in writing.
10.f Owners are required to remove their vehicle from long term parking within 24 hours after the last day of their reservation.
11. Snow Removal Parking
11.a During each storm and prior to 6:00AM, the snow removal contractor will commence plowing of roadways and parking areas when accumulation is between 2" – 3". The contractor will clear these areas to the greatest extent possible to keep roadways accessible until the storm passes.
11.b After the storm has ended, parking lots, driveways and walkways will be cleared to their full width generally between 8AM and 4PM.
11.c Any vehicle not moved within 24 hours from its parking space where it was parked when the storm started will be towed without notice at the owner's expense.
11.d RESIDENTS *MUST* CLEAR OFF ALL SNOW FROM THEIR VEHICLE(S) BEFORE MOVING THE VEHICLE(S).
12. Impeding Maintenance
12.a Two (2) days notice will be given to Residents to remove vehicles that could impede scheduled Condominium maintenance. If a vehicle which is impeding the scheduled maintenance is not remove, the vehicle owner will be assessed a fine per the Vehicular Violation Fines schedule and be towed at the owner's expense.
13. Vehicular Regulation Violations
13.a The Managing Agent is authorized to issue warning to and impose fines on vehicle owners in violation of these Automobile Regulations, and to have offending vehicles removed.
13.b All towing costs will be at the expense of the vehicle owner.

14. Vehicular Regulation Enforcement

- 14.a The Board of Trustees, the Managing Agent, or any other individual designated by the Board of Trustees has the authority to enforce this Policy Resolution. Enforcement shall be by written notice to the vehicle owner. Such notices may be placed on the windshield of the offending vehicle.
- 14.b Any Unit Owner or Resident wishing to report violations of these Automobile Regulations by any other Resident or guest must forward a written and signed complaint to the Managing Agent, and the Managing Agent will take action as he deems appropriate.

Vehicular Violation Fines: The following fines and towing from the property will be imposed for violation and this Regulation, in addition to related repair costs and legal fees:

1st Violation..... Warning
2nd Violation.....\$25.00 and towing from the property
at the vehicle's owners expense

The Vehicle Regulation fining process is outlined above and the new rule will be known as Rule #21 in Section VII of the Courtyard Condominium Trust Rules and Regulations.

DULY RECORDED IN THE BOOK OF MINUTES.

THIS 22nd day of April 2003

ATTESTED: Rita Collins

COURTYARD CONDOMINIUM ASSOCIATION
Melissa Repolista
CHAIRPERSON

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES
OF THE COURTYARD CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution is made this 24 day of JUNE, 2003 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, the original Master Deed and Declaration of Trust are recorded with the Middlesex North Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 001, respectively; and

WHEREAS, Article V, §5.12 and Article V, §5.1.6 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, Chapter 400 of the Acts of 1992 has authorized the Board of Trustees to assess the costs of collection to Unit Owners as well as authorizing fines and collection of attorney's fees from Unit Owners, tenants, etc., who violate the Condominium Documents and Rules and Regulations, as they may be amended; and

WHEREAS, the Board of Trustees of the Courtyard Condominium Association desire to amend and/or create reasonable Rules and Regulations regarding the installation and use of satellite dishes and antennas; and

WHEREAS, the Federal Communications Commission ("FCC") has updated its first report and order by adopting an Order on Reconsideration dated September 25, 1998, as well as a Second Report and Order on November 20, 1998, pertaining to Over-The-Air-Reception Devices ("OTARD"), all pursuant to Section 207 of the Telecommunications Act of 1996.

NOW THEREFORE, the Board of Trustees of the Courtyard Condominium Association, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Courtyard Condominium Association as follows:

- I. The following Administrative Rule is hereby adopted by the Board of Trustees regarding satellite dishes and antenna restrictions:

RULE - SATELLITE DISHES AND ANTENNA RESTRICTIONS

Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Association, the following Rules and Regulations regarding satellite dishes and antenna restrictions shall take precedent over the same:

1. 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, guide 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 ("FCC") standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight and appearance to Reception Antennas.
2. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.
3. 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.
4. A Reception Antenna which encroaches on the air space of another unit owner's exclusive use, limited common area or onto the general common areas does not comply with this Rule and Regulation.
5. For purposes of this Rule, residents shall include owners, tenants, and/or lessees of units in the Condominium Association.
6. 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 the reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite dishes 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 (12) feet 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 exclusive use deck, patio, and/or balcony area, preferably below the top level of the deck, patio and/or balcony railing, as a second choice. All cable entry into the building shall be through the floor joists or headers below the floor line and into the basement. Weather tight cable entry systems shall be used. There will be no penetration of common elements for the purpose of attaching mounting elements or securing wire.
- 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 (2) 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 on 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 (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (3) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (4) reimburse residents of the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installation 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 guide wires securing the device to the building or ground if said building or ground area is a limited common element. Otherwise, guide wires and the like may not be attached to common areas and facilities.
- J. To the fullest extent permitted by the law, residents shall indemnify and hold harmless the Board, the Board's representatives, consultants, agents, attorneys and employees, unit owners, tenants, guests, and invitees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the installation of any reception antenna contemplated hereunder.
- K. Notwithstanding any provision hereunder, the Board shall report, upon compliance by the resident of this Rule, the installation of any reception antenna to the Master Insurance Policy. Said resident shall thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same. Further, notwithstanding the provisions of the Condominium Documents, the cost in excess of available insurance proceeds of repairing or restoring any damage to the common areas and facilities or to any unit which is caused by any work contemplated hereunder by the resident shall be charged solely to the resident.
- L. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
- M. No resident may install more than one (1) antenna or more than one (1) satellite dish.

7. In the event of a violation of these Rules, the Association may bring an action for declaratory relief with the Federal Communications Commission ("FCC") or any Court having jurisdiction over the matter. If the violation is for any reason, then if the FCC or Court determines that there has been a violation, a fine equivalent to the maximum allowed under the Condominium Documents shall be imposed. Notwithstanding the same, no attorney's fees shall be collected or assessed and no fines or other penalties shall accrue while a proceeding is pending to determine the validity of any restrictions. The resident shall have a period of twenty-one (21) days in which to comply with any adverse ruling by the FCC or Court, and during such period, neither a fine nor penalty may be collected, unless the Trustees demonstrate in the above proceeding which resulted in an adverse ruling to the resident, that the resident's claim and the proceeding was frivolous.
8. Transmission Antennas are prohibited.
9. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications. A copy of said plans and specifications shall be provided to the Association within seven (7) days of completion of the above installation, along with the form attached hereto as Exhibit "A".
10. 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.
11. The Board of Trustees may prohibit the installation of individual antennas when the Association installs a central antenna which provides unit owners and residents with the same service that individuals would request, as long as the signal quality received by the central antenna is at least as good as that received by an individual antenna, and that further, the cost of the central antenna to the individual resident, including the share of installation costs and subscriber's fees is not greater than the cost of the individual antenna installation, maintenance and use, and the requirement to use the central antenna does not unreasonably delay the reception of video programming. In the event that there are individual antennas installed prior to the installation of a central antenna system, the Board shall have the right to require the removal of said individual antenna, so long as the Board compensates the unit owner and/or resident for the installation of the same. Notwithstanding the above, the unit owner and/or resident shall be required to pay to the Board of Trustees a cost determined by the Board to be said unit owner's and/or resident's share of the installation costs and subscribers fees, so long as the same are not greater than the cost of the individual antenna installation, maintenance, and use.

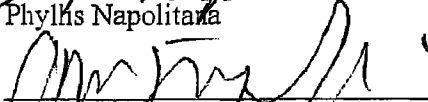
12. If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.

In all other respects, the Rules and Regulations of the Courtyard Condominium Association are hereby ratified and affirmed.

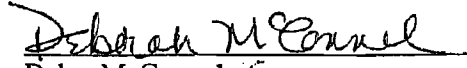
IN WITNESS WHEREOF, the Board of Trustees have set their respective hands and seals this 24 day of June, 2003.

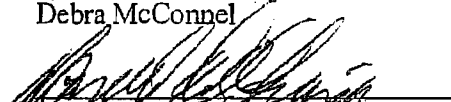
BOARD OF TRUSTEES
COURTYARD CONDOMINIUM ASSOCIATION,


Phyllis Napolitana


Ojan Majlessi


Rita Collins


Debra McConnel

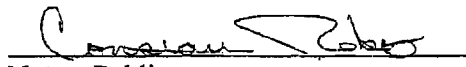

Donald DeGrazia

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 24, 2003

Then personally appeared the above named Phyllis Napolitana, Debra McConnel, Ojan Majlessi, Donald DeGrazia and Rita Collins, as they are the duly authorized Board of Trustees of the Courtyard Condominium Association, and acknowledged the foregoing instrument to be their free act and deed, before me,


Notary Public
My Commission Expires:

CONSTANCE C. ROBERTS, Notary Public
My Commission Expires September 25, 2007

EXHIBIT "A"

**NOTIFICATION FORM FOR THE INSTALLATION OF
DBS SATELLITE DISH, MMDS ANTENNA OR T.V. ANTENNA**

NOTE: This form must be completed and returned within seven (7) days after the installation of any satellite dish/antenna

TO: Board of Trustees, Courtyard Condominium Association
c/o Harvard Management Co. II, Inc.
P.O. Box 2019
Merrimack, NH 03054

FROM: Owner's Name: _____
Mailing Address: _____

Phone # (home): _____
Phone # (work): _____

Unit Address: _____

Type of satellite dish or antenna installed (check any that apply)

- _____ DBS satellite dish one (1) meter or smaller (e.g., Primestar, Dish Network, Direct TV)
_____ MMDS antenna (wireless cable) one (1) meter or smaller (e.g., WANTV)
_____ Television antenna
_____ Other

Installation includes a mast: _____ No _____ Yes
If yes, insert total length or height of mast: _____ ft. (Note: mast may not exceed 12 ft.)

The installation of the dish or antenna was completed by the following licensed/insured contractor:

Name: _____
Address: _____

Phone #: _____
Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming the Courtyard Condominium

Association as an additional named insured is attached hereto and made a part hereof.

Describe on a separate sheet of paper and attach hereto, the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the dish/antenna.

Does the location of the dish or antenna comply with the Association's regulations?

_____ Yes _____ No

If no, state in detail the reason for noncompliance on a separate sheet of paper and attach hereto.

I acknowledge that I have read, understand, and have complied or will comply at all times with the Association's regulation with respect to the installation of satellite dishes and antennas.

Signature: _____ Date: _____

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES
OF THE COURTYARD CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution is made this 30th day of June, 2005 by the Board of Trustees of the Courtyard Condominium Association.

WHEREAS, the original Master Deed and Declaration of Trust are recorded with the Middlesex North Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 001, respectively; and

WHEREAS, Article V, §5.12 and Article V, §5.1.6 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, Chapter 400 of the Acts of 1992 has authorized the Board of Trustees to assess the costs of collection to Unit Owners as well as authorizing fines and collection of attorney's fees from Unit Owners, tenants, etc., who violate the Condominium Documents and Rules and Regulations, as they may be amended; and

WHEREAS, the Board of Trustees of the Courtyard Condominium Association desire to amend and/or create reasonable Rules and Regulations regarding the use of the pool at the Association.

NOW THEREFORE, the Board of Trustees of the Courtyard Condominium Association, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Courtyard Condominium Association as follows:

1. The following Administrative Rule is hereby adopted by the Board of Trustees regarding the pool:

RULE 18

In the event of the violation of these rules, the Board, in addition to all other remedies under the Condominium documents and rules and regulations, shall also have the right to suspend the rights to use the pool. Each unit owner and/or tenant shall be jointly and severally responsible for their guests and/or invitees' conduct while using this common area facility. All remedies are cumulative.

In all other respects, the Rules and Regulations of the Courtyard Condominium Association are hereby ratified and affirmed.

30th IN WITNESS WHEREOF, the Board of Trustees has set their respective hands and seals this day of June, 2005.

BOARD OF TRUSTEES
COURTYARD CONDOMINIUM ASSOCIATION,

Phyllis Napolitana
Phyllis Napolitana

Donald J. Desfosse
Donald J. Desfosse

Stephanie Engborg
Stephanie Engborg

Allison Burke
Allison Burke

Donald DeGrazia
Donald DeGrazia

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 30th, 2005

On this 30th day of June, 2005, before me, the undersigned notary public, personally appeared Phyllis Napolitana, Donald J. Desfosse, Stephanie Engborg, Allison Burke and Donald DeGrazia, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, for its stated purpose, as the duly authorized Board of Trustees of the Courtyard Condominium Association.

Olivia R. Evans
Official signature and seal of notary

My Commission Expires: _____



OLIVIA R. EVANS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 17, 2006