

SCHEDULE A
ANNEXED TO
L. JOHN DiPALMA ESTATES
HOMEOWNERS' TRUST
BY-LAW
RULES AND REGULATIONS

The Rules and Regulations hereinafter set forth shall be in effect until amended by the Trustees of the Association, and shall apply to and be binding upon all Dwelling Owners. The Dwelling Owners shall, at all times, comply with these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. No garbage cans, supplies, milk bottles, or other articles shall be placed on the patios, decks, balconies, or rugs, mops, clothes lines, or laundry of any kind, or other articles may be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the Lot or Common Areas; and the Lot and Common Areas shall be kept free and clear of refuse, debris and other unsightly material.
2. Refuse and bagged garbage shall only be put out on the day designated for refuse pick up.
3. No Dwelling Owner shall store or leave boats, trailers, motorcycles, mobile homes, recreational vehicles, abandoned vehicles or similar articles or objects within the Lot, or Common Area except in areas which may be designed for that purpose, if any.
4. Employees of the Association or Management Firm shall not be requested or directed to leave the project by any Dwelling Owner or occupant at any time for any purpose. No Dwelling Owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association.
5. No Dwelling Owner or occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, invitees, and licensees; nor do or permit any act by such persons that will interfere with the rights, comforts, and convenience of the Dwelling Owners. No Dwelling Owner or occupant shall play or suffer to be played any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Dwelling or Lot, in such a manner as to disturb or annoy other Dwelling Owners or occupants.
6. No Dwelling Owners shall allow the installation of awning, screen, antenna, sign, clothes lines, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Lot, Dwelling, or Common Area without the prior written consent of the Trustees.
7. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon or visible from any part of the Lot, Dwelling or Common Area by any Dwelling Owner or occupant without the written consent of the Trustees.
8. Complaints regarding the operation of DiPalma Estates shall be made in writing to the Management Firm, if there is a Management Agreement in effect; otherwise such complaints shall be made to the Trustees.
9. No inflammable, combustible, hazardous or explosive fluid, chemical or substance shall be kept in any Dwelling, Lot or Common Areas except such as are suitable for normal household use.
10. Payments of maintenance fees shall be made at the office of the Management Firm, if there is a Management Agreement in effect; otherwise such payment shall be made at the office of the Association.
11. Rules and Regulations as to the use of facilities shall be posted at such facilities and each Dwelling Owner or occupant shall observe all such Rules and Regulations.
12. No Dwelling shall be occupied by more than three (3) unrelated people at any one time without the written approval of the Trustees.
3. No nuisances shall be allowed on the Lot, Dwelling or Common Areas nor shall any use or practice be allowed which is an annoyance or which interferences with the peaceful possession or proper use of the premises by others.

14. No Lot, Dwelling, or Common Area of DiPalma Estates may be used for any unlawful, immoral or improper purpose.
15. Nothing shall be done in any Dwelling or in, on, or to the Common Area or Lot which may impair the structural integrity of the Property, or which would structurally or stylistically change a building or improvements thereon except as provided in the Declaration or the By-Laws. Nothing shall be altered or constructed in or removed from the Lot or Common Area except upon the written consent of the Trustees.
16. No activity shall be done or maintained in any Dwelling or upon any Common Area or Lot which will increase the rate of insurance on any Dwelling, Common Area or Lot or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Trustees. No waste shall be committed in the Common Area or Lot.
17. No Dwelling Owner shall keep animals or pets, other than household pets, in his Dwelling, Lot or Common Area without the approval in writing of the Trustees. Approved pets will have to be kept on a leash at all times while on the Common Area or Lot. The Dwelling Owner will be liable for all damage to the Common Area or Lot caused by his/her pet; and the Trustees may revoke its prior approval for such pet for cause, and order the pet to be removed. Each Dwelling Owner shall promptly clean up after their approved pet, and dispose of any waste generated thereby.
18. If any key(s) of a Dwelling are entrusted by a Dwelling Owner or occupant or by his agent, employee, licensee, invitee, or visitor to any agent or employee of the Association, the acceptance of such key(s) shall be at the sole risk of such Dwelling Owner or occupant, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
19. These Rules and Regulations may be amended or supplemented, in whole or in part, at any time or from time to time, as approved by the Trust.
20. The Dwelling Owner will cause a copy of these Rules and Regulations to be delivered to any and all occupants of his/her Dwelling and sign a statement to this effect if requested by the Association.
21. Each Dwelling Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, invitees, employees, licensees, lessees and approved pets.

L. J. DiPalma, Inc.,

By:

Maureen F. DiPalma, President and Treasurer

Dated: March 9, 1994

**AMENDMENT TO SCHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST DECLARATION OF TRUST DATED
MARCH 9, 1994 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988, PAGE 189.**

Maureen F. DiPalma, sole trustee of L. John DiPalma Estates Homeowners' Trust, pursuant to the powers and duties of the trustee as outlined in paragraph 5.1.6 of said trust, recorded at Book 6988, Page 189, hereby amends the By-Laws Rules & Regulations of the trust as follows:

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules & Regulations" is amended by adding the following numbered items:

22. ! Condominium fees are due on the first day of each calendar month. Fees not received by the last day of the month in which they are due will be subject to a late fee of Ten Dollars (\$10.00) per month or any portion of a month until such condominium fees are paid.

23. Condominium fees will be considered in default after the expiration of 90 days from the due date without receipt of payment. Pursuant to paragraphs 5.4.2 and 5.4.3 of the Homeowners' Trust, a lien will be placed on the property upon the occurrence of a default.

24. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to place small spotlights in the front of their homes within the limited common area associated with each home commonly referred to as a lot. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

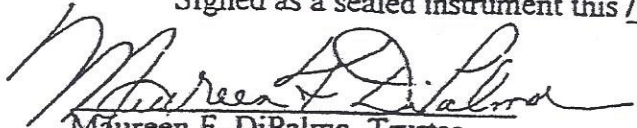
25. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to plant extra flowers and/or small vegetable gardens along the perimeter of the home so long as the plantings do not impede lawn care. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

26. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to install gutters on the rear roof line only. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

27. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to construct pressure treated wooden decks off the back of the dwelling subject to the prior written approval by the trustee of the Homeowners' Trust. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

I, Maureen F. DiPalma, Trustee of L. John DiPalma Estates Homeowners' Trust do hereby certify that I am the sole trustee of the trust, the trust has not been modified, amended or revoked and is fully force and affect, I am authorized by the provisions of the trust to execute this document, and that the amendment provisions contained herein were ratified at a duly noticed meeting of the trustees on June 29, 1994.

Signed as a sealed instrument this ^{January 1995} ~~17~~ day of December, ~~1994~~.


Maureen F. DiPalma, Trustee
L. John DiPalma Estates
Homeowners' Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss. . .

^{January 1995}
~~December 17, 1994~~

Then personally appeared the above named Maureen F. DiPalma, Trustee and acknowledged the foregoing to be her free act and deed, before me,



Notary Public
My Commission Expires: 3/3/97

RE/DIPALMA/AMENDMNT

**AMENDMENT TO SCHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST DECLARATION OF TRUST DATED
MARCH 9, 1994 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988. PAGE 189**

"Schedule A Annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules and Regulations" is amended by adding the following numbered items.

- 28. No on street parking is allowed between the hours of 12:00 AM until 7:00 AM beginning November 15th and ending March 15th of each year. If any homeowner feels this will cause a problem during a snow storm, the board has agreed to allow these individuals to park in the clubhouse area.
- 28A. If the town of Tewksbury declares a snow emergency this will also include the Homeowners Association.
- 28B. No homeowner or guest shall be allowed to park any vehicle on the grass areas, as this may cause damage to the sprinkler system.
- 28C. If such damage should occur the Homeowner who has caused this problem shall be held financially responsible for all damages accrued.
- 28D. Any homeowner who needs to be reminded to remove his/her vehicle to allow plowing will be notified once, thereafter will have the vehicle towed at the owner's expense.
- 28E. Franks Towing will be used to tow the vehicles. The tow fee is \$35.00 for a regular tow or \$40.00 for a tow in heavy snowstorm. A fee of \$25.00 will be paid to the company for any call, even if the vehicle was moved before he arrived.
- 28F. The fee will be paid by the unit owner. In the event we cannot identify the unit where this guest vehicle was parked, the fee will have to be paid by the Condo Association.
- 28G. Any Homeowner found blocking snow plows will be called by a trustee and asked to remove the vehicle within 5 minutes. Failure to remove the vehicle will result in the vehicle being towed away at the owners expense. If a vehicle is removed from a residence on three occasions , it will result in a fine being imposed.

The fines are as follows:

\$15.00 for the 1st offense
\$ 25.00 for the second offense
\$ 50.00 for the third and subsequent offenses

- 28H. These fines are to be paid with the next month condo fee. If no payment is received within 90 days from the offense, further legal action would be taken.
- 28I. It is the hope of the trustees that everyone will cooperate during these long winter months. If we get the cooperation it will make for clean and safe road conditions for vehicles and pedestrian traffic. If anyone feels someone is in violation of the parking ban, please feel free to contact a member of the board. With everyone's cooperation the board will not have to enforce these rules.

Wayne H. Smith
Wayne H. Smith Chairman & trustee

Janet Parello
Janet Parello Secretary & trustee

Ray Huckleberry
Ray Huckleberry Trustee

Ralph F Ford
Ralph Ford Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Dated: 2/26/97

Then personally appeared the above named: Wayne H. Smith, Janet Parello, Ralph Ford, and Ed Meleschuk as Trustees as aforesaid, and acknowledged the foregoing to be his/her free act and deed.

Elvera T. Murphy
Notary Public

My commission expires:

The Commonwealth of Massachusetts
Middlesex, S.S. Date
Then personally appeared the above named

and acknowledged the foregoing instrument to be his/her free act and deed, before me,
ELVERA T. MURPHY, Notary Public
My Commission Expires Oct. 19, 2001



**AMENDMENT TO SHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
JUNE 30, 1999 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988, PAGE 189**

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules and Regulations" is amended by adding the following numbered items.

29. All homeowners will be required to register their cars with the Homeowners Association. A decal will be issued, as there is parking enough for three vehicles at each unit, no more than three decals will be issued to each homeowner. The decal will be placed on the inside rearview mirror with the address of the homeowner. Homeowners will also be issued approximately 10 visitors passes, which also will include the homeowners address and be placed on the inside rearview mirror of each visitor parking in the street or clubhouse area. When registering cars the homeowner will be required to give their name, telephone number, make/model and year of car to the Homeowners Association, this information will be kept only by the Homeowners Association.
30. No overnight street parking will be allowed between the hours of 9:00PM until 8:00AM. If any homeowner needs additional parking there is a parking lot located in front of the Clubhouse for visitors and/or overnight parking. Guests of homeowner's may park on the street with a parking permit up until 11:00PM, if they plan on remaining longer they should park in the Clubhouse lot. However, due to the narrow streets, it is preferable that visitors park in the lot when/if the lot is available, thus eliminating the need to move cars during an emergency. Any homeowner who needs to be reminded to remove his/her vehicle will be notified only once, thereafter the vehicle will be towed at the owner's expense. Frank's Towing will be used to tow the vehicles. The towing fee is \$35.00 for a regular tow or \$40.00 during a snow storm. There will be no on the street parking at anytime during snow emergencies. A fee of \$25.00 will be paid to Frank's Towing for any call, even if the vehicle is moved before his arrival.
31. Condominium fees are due the first day of each calendar month. Fees not received by the last day of the month in which they are due will be subject to a late fee of ten dollars (\$10.00) per month or any portion of the month until such condominium fees are paid. Anyone late with payments (i.e., late more than 3 times in a fiscal year), will have their late fees increased to twenty-five dollars (\$25.00) a month. To be paid with the condominium fee of the offending month. There are some homeowners who elect to pay in advance (i.e. 2/3 months or 1 year). If you should elect this option you need only issue 1 check, the same check and dated to credit your account. There will be no refunds or credit given for the overages, however if there is ever a late fee it will be waived.
32. Trash will no longer be placed out until the day of pick-up. Trash will only be placed out in trash containers with lids, and the lids will be permanently attached. (Mr. Meleschuk has agreed to assist any homeowner in attaching the lids.) If boxes need to be placed out, the box will be sealed. These restrictions are put into place to eliminate the birds tearing open the bags and trash being blow throughout the Estates, which is costing the homeowners additional fees for having the area cleaned up.
33. A small "horizontal storage shed" for storing trash cans only outside of the garage will now be permitted. The homeowners are permitted only one type of shed and it must comply exactly with the following provisions. The shed is made by "Rubbermaid" only, the color will only be "green & tan" (green top and base & tan doors), it will have a lift top and front doors, and is lockable. The size is

4'7"Wx2'4"Dx3'H, and is 17.9 CF, snap together, no tools required. It will only be placed in one area only, that will be beside the home directly behind the parking pad. The narrow end will be approximately 1' back from the parking pad, the long backside will be placed against the house with the doors opening out, towards your neighbors home, and must not impede the sprinkler heads. A request still must be made to the board for approval.

34. Due to the lack of consideration on the part of some homeowners to abide by the posted speed limit 10MPH, and after talking to our attorney, the Board of Trustees will be issuing tickets to any homeowner considered in violation of the posted speed limit. Any Trustee can issue the ticket if the Trustee feels that there is a violation. No proof is needed on the Boards part to issue these tickets, just an observation of speeding. However, the 1st offense will be a warning only, if the abuse continues a ticket will be issued and the fine paid with the monthly condo fee. The homeowner may dispute this by attending the monthly meeting and speaking to the Board. There are a number of flagrant abusers and the members of the Board are well aware of who they are. Please remember that visitor speeding will result in a fine to the homeowner, so please remind your visitors about the posted speed limit. (This action is placed into affect to protect our children, walkers and pets.)

Arletta J. Seiple, Chairperson/Trustee

Elaine Lolos, Secretary/Trustee

Wayne H. Smith, Treasurer/Trustee

Paul Murphy, Trustee

Cheryl Ludwig, Trustee

Gayle Steele, Trustee

Edward Wilkens, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Dated:

Then personally appeared the above named: Elaine Lolos, Wayne Smith, Cheryl Ludwig, Edward Wilkens and Gaile Steele as Trustees as aforesaid, and acknowledged the foregoing to be his/her free act and deed.

Notary Public

Amendment to Schedule A
Annexed to L. John DiPalma Estates
September 13, 1999 Recorded with the
Middlesex North District Registry of Deeds
At Book 6988, Page 189

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Laws Rules and Regulations" is amended by adding the following numbered item:

35. At the Annual Meeting held on September 12, 1999, the annual meeting members voted 38 in favor and 2 opposed in an unofficial vote to grandfather the existing "permanent" 3 season porches added on to the homes at 32 Juniper Lane and 41 Primrose Circle as well as to disallow future erections of "permanent" 3 season porches.

a) For the purposes of this by-law rule and regulation:

- 1) "permanent" means unable to take down and re-erect seasonally due to the roof and post construction
- 2) "3 season porch" or room means any structure, with or without glass, constructed in such a way that it can be dismantled seasonally, although it may never be dismantled.
- 3) "3 season porch" or room is so defined, as it may not have heat and/or air conditioning.

b) This by-law rule and regulation does not prohibit:

- 1) the erection of a non-permanent, screen or glass, "3 season porch" or room provided all the following conditions are met:
 - a) It can not and must not be a permanent structure. It therefore must be able to be taken down seasonally, although it probably will never have to be.
 - b) The plans for the "3 season porch" must be approved by the trustees in a letter to the Town of Tewksbury Building Inspector.
 - c) The plans must conform to manufacturers' drawings previously approved by the Trustees

- d) The Town of Tewksbury must be able to issue a building permit for the erection of any "3 season porch".

Arletta J. Seiple, Chairperson/Trustee

Wayne H. Smith, Treasurer/Trustee

Elaine Lolos, Secretary/Trustee

Cheryl Ludwig, Trustee

Edward Wilkins, Trustee

Gayle Steele, Trustee

Paul Murphy, Trustee