

**AMENDMENT TO SCHEDULE A OF THE L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST**

This Amendment to Schedule A of the L. John DiPalma Estates Homeowners' Trust is made this 1st day of September, 2026, and signed and acknowledged by all of the Trustees of the L. John DiPalma Estates Homeowners' Trust (the "Trust").

WHEREAS, the L. John DiPalma Estates Condominium (the "Condominium"), was created pursuant to M.G.L. c. 183A and established by a Master Deed dated March 9, 1994, and recorded with the Middlesex North District Registry of Deeds in Book 6988, Page 129, as amended, and the Declaration of Trust dated March 9, 1994, and recorded with the Middlesex North District Registry of Deeds in Book 6988, Page 189, as amended;

WHEREAS, the Trustees desire to amend and restate Schedule A of the Trust to clarify payment obligations, enforcement procedures, use restrictions, architectural approval requirements, and other Rules and Regulations for the Condominium;

NOW THEREFORE, pursuant to the power and authority set forth under M.G.L. c. 183A et seq. and Article V, Section 5.10 of the Trust, Schedule A of the Trust, and every other power in the Condominium documents and at law, Schedule A of the Trust is hereby amended as follows:

1. Schedule A of the Trust is hereby amended in its entirety to read as follows:

**"SCHEDULE A ANNEXED TO L. JOHN DIPALMA ESTATES HOMEOWNERS' TRUST
RULES AND REGULATIONS**

The Rules and Regulations hereinafter set forth shall be in effect until amended by the Trustees of the Trust 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, toys, bikes, snowblowers, etc., or other articles, other than patio furniture, grills, and plants, shall be placed on the patios, decks, balconies. No 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. No Dwelling owner shall store or leave boats, trailers, motorcycles, mobile homes, recreation 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.
3. Employees, vendors, contractors, or service providers of the Trust 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, instruct, supervise, request work from,

or in any manner attempt to assert any control over, or otherwise communicate with, the employees, vendors, contractors, or service providers of the Management Firm or the Trust, including, without limitation, landscapers, irrigation contractors, such as any request to cap off sprinkler heads, unless expressly authorized in writing by the Trustees or Management Firm.

4. 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.
5. No Dwelling Owners shall allow the installation of awning, screen, antenna, sign, clothes line, 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.
6. 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.
7. 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.
8. 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.
9. Payments of maintenance fees shall be made in the manner and at the location designated by the Trustees or Management Firm from time to time.
10. 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.
11. No Dwelling shall be occupied by more than the number of persons permitted by applicable local occupancy codes or, in the absence of such codes, more than two (2) related and/or unrelated persons per bedroom, without the written approval of the Trustees.
12. 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 interferes with the peaceful possession or proper use of the premises by others.
13. No Lot, Dwelling, or Common Area of Dipalma Estates may be used for any unlawful, immoral or improper purpose.
14. 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.

15. 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.
16. 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. Each Dwelling Owner or occupant keeping a dog shall provide the Trustees or Management Firm with proof of a current dog license on or before April 1 of each year. New residents and residents acquiring a dog after April 1 shall provide such proof within thirty (30) days after occupancy or acquisition of the dog, as applicable.
17. 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 Trust, 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.
18. 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.
19. Common expense assessments, maintenance fees, condominium fees, special assessments, and all other charges assessed to a Dwelling Owner by the Trust (collectively, "Common Expense Assessments") are due on the first day of each calendar month or on such other due date as may be established by the Trustees. Any Common Expense Assessment not received by the fifteenth (15th) day of the month in which it is due shall be late and subject to a late charge of Fifteen Dollars (\$15.00) for the first monthly offense, Twenty-Five Dollars (\$25.00) for the second monthly offense, and Fifty Dollars (\$50.00) for the third and each subsequent monthly offense. If any Common Expense Assessment remains unpaid for thirty (30) days after its due date, the Trust or Management Firm may send a friendly reminder. If any Common Expense Assessment remains unpaid for forty-five (45) days after its due date, the Trust or Management Firm may send a final warning. If any Common Expense Assessment remains unpaid for sixty (60) days after its due date, the account may be referred to legal counsel for collection, and all costs of collection, attorneys' fees, charges, interest, and expenses shall be added to the Owner's account to the extent permitted by the Trust, the Condominium documents, and applicable law. Nothing in this rule limits or waives any lien rights, collection rights, enforcement rights, or other remedies available to the Trust under the Trust, the Master Deed, M.G.L. c. 183A, or otherwise at law or in equity.
20. Notwithstanding the provisions of paragraph 5 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 5 hereof.

21. Notwithstanding the provisions of paragraph 5 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 5 hereof.
22. Notwithstanding the provisions of paragraph 5 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 5 hereof.
23. Notwithstanding the provisions of paragraph 5 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 Trustees of the Homeowners' Trust. This paragraph shall constitute written consent of the Trustees as required by paragraph 5 hereof.
24. Parking and traffic within DiPalma Estates shall be subject to the following rules:
 - a. All homeowners shall register their vehicles with the Trust and shall provide the homeowner's name, telephone number, and the make, model, and year of each vehicle.
 - b. The Trust may issue vehicle decals, and no more than three (3) decals shall be issued for any Dwelling. Decals shall be displayed as directed by the Trustees.
 - c. Homeowners may also be issued guest parking passes, which shall identify the homeowner's address and shall be displayed by guests parking on the street or in the clubhouse parking area.
 - d. No overnight on-street parking is allowed between 12:00 AM and 7:00 AM from November 15 through March 15.
 - e. The clubhouse parking area is for temporary guest parking only and shall not be used for long-term parking or storage of vehicles.
 - f. There shall be no on-street parking at any time during snow emergencies, including any snow emergency declared by the Town of Tewksbury or by the Trustees.
 - g. No homeowner, occupant, or guest shall park any vehicle on grass areas. Any homeowner whose vehicle, or whose occupant's or guest's vehicle, blocks snow plowing or violates these parking rules may be notified to remove the vehicle; if the vehicle is not promptly removed, it may be towed at the owner's expense by the Trust's designated towing company.
 - h. Towing charges and service-call fees, including fees incurred when a vehicle is moved before the towing company arrives, shall be charged to the responsible Dwelling Owner to the extent permitted by law.
 - i. If the responsible Dwelling cannot be identified for a guest vehicle, the charge may be treated as a Common Expense.
 - j. Violations of this parking and traffic rule, including violations of the posted speed limit, may result in written notice, an opportunity to be heard where required, towing where applicable, and fines only in accordance with Article V, Section 5.1.15 of the Trust.
25. Trash will no longer be placed out until the night before the designated day of pick-up. Trash shall only be placed out in trash containers with lids, and the lids will be permanently attached. 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 blown throughout the Estates, which is costing the homeowners additional fees for having the area cleaned up.

26. A small horizontal storage shed for storing trash and recycling barrels only outside of the garage may be permitted with prior written approval of the Trustees. Any such shed must comply with Trustees-approved specifications as to type, color, size, placement, materials, and installation requirements. Unless otherwise approved in writing by the Trustees, any approved shed shall be placed beside the home where the garage is located, shall not impede sprinkler heads or access, and shall be maintained in good condition.
27. The existing permanent three-season porches at 32 Juniper Lane, 41 Primrose Circle, 12 Mulberry Way, 76 Juniper Lane and 90 Juniper Lane are hereby grandfathered and permitted to remain. No additional permanent three-season porches shall be constructed. For the purposes of this rule:
 - a. "permanent" means unable to take down and re-erect seasonally due to the roof and post construction.
 - b. "3 season porch" or room means any enclosed or partially enclosed structure attached to the dwelling that is designed for seasonal use, whether or not it can be dismantled.
 - c. "3 season porch" or room is so defined, as it may not have heat and/or air conditioning.
 - d. This Rule does not prohibit the erection of a non-permanent, screen or glass, "3 season porch" or room, provided all of the following conditions are met: a) It cannot and must not be a permanent structure and therefore must be able to be taken down seasonally; b) the Dwelling Owner must obtain the prior written approval of the Trustees before work begins; c) the plans and specifications for the "3 season porch" must be approved in writing by the Trustees and must conform to manufacturers' drawings and any other specifications approved by the Trustees; and d) the Dwelling Owner must obtain all required permits from the Town of Tewksbury before work begins and must comply with all applicable laws, codes, and permit requirements.
28. Temporary gazebos may be installed only with the prior written approval of the Trustees and only on patios appurtenant to the Dwelling. Temporary gazebos must be securely anchored or weighted in a manner approved by the Trustees, must not be installed on lawns, landscaped areas, or Common Areas, and must not interfere with drainage, irrigation, access, or maintenance. All fabric covers, canopies, curtains, and similar components must be removed on or before November 1 of each year, or earlier if required by weather conditions or by the Trustees for safety or maintenance reasons.
29. No fire pit, outdoor fireplace, chiminea, or similar open-flame or heat-producing device may be used or stored on any Common Area. No such device may be used or stored on any Lot, patio, deck, or balcony except with the prior written approval of the Trustees and in compliance with applicable law, fire-safety requirements, manufacturer instructions, and any conditions imposed by the Trustees. The Owner shall be solely responsible and liable for compliance, safety, insurance, damage, injury, nuisance, and all other consequences arising from any approved device. The Trustees may prohibit any such device that presents an unreasonable risk of fire, smoke, nuisance, damage, or increased insurance cost.
30. No above-ground or in-ground pool, temporary pool, inflatable pool, hot tub, spa, or similar water feature may be installed, used, or stored on any Lot or Common Area. Small children's wading

pools may be used only if permitted by the Trustees, attended at all times while in use, emptied immediately after use, and stored out of sight when not in use. The Owner shall be solely responsible and liable for compliance, safety, damage, injury, nuisance, maintenance, removal, and all other consequences arising from any permitted children's wading pool.

31. Garage doors may be replaced only with the prior written approval of the Trustees and must conform to Trustees-approved specifications for style, color, materials, windows, hardware, and other exterior appearance requirements.
32. Patio extensions require the prior written approval of the Trustees. In reviewing any application for a patio extension, the Trustees may require plans, dimensions, materials, drainage information, utility and irrigation information, municipal permits, abutter-impact information, and any other information reasonably necessary to determine whether the proposed extension is consistent with the Condominium documents, applicable law, and the appearance, maintenance, drainage, safety, and structural requirements of the Condominium.
33. Solar energy systems and related equipment may be installed only after submission of a written application to and reasonable approval by the Trustees. The Trustees shall review solar applications in a reasonable manner and may impose reasonable conditions concerning location, installation method, screening, conduit runs, maintenance, insurance, removal, roof or building integrity, compliance with law, and minimization of adverse aesthetic, safety, maintenance, and Common Area impacts, provided that such conditions do not unreasonably prohibit or have the effect of unreasonably prohibiting the installation of solar energy systems to the extent protected by applicable law, including M.G.L. c. 184, § 23C.
34. Electric vehicle charging stations and related equipment may be installed only after submission of a written application to and approval by the Trustees, subject to applicable law (including M.G.L. c. 183A, Section 10A). Where feasible and lawful, electric vehicle charging equipment shall be located within the Owner's garage, separate interest, exclusive-use area, or another location serving the Owner's Dwelling and approved by the Trustees. Approval may be conditioned on compliance with electrical codes, permits, licensed-contractor requirements, insurance, metering, Common Area impact, restoration, maintenance, indemnity, and responsibility for all costs of installation, electricity, repair, removal, and damage.
35. Holiday decorations may be displayed no earlier than thirty (30) days before the applicable holiday and must be removed no later than thirty (30) days after the applicable holiday, unless the Trustees establish different dates for particular holidays. Decorations must be maintained in good condition, must not create a nuisance, hazard, or unreasonable light or noise, must not damage any Lot, Dwelling, building, landscaping, or Common Area, and must not interfere with maintenance, access, snow removal, landscaping, drainage, or irrigation. Holiday decorations and seasonal items shall not be installed in, attached to, or placed upon landscaping, trees, shrubs, lawns, or Common Areas except as approved in writing by the Trustees.
36. 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 Trustees as permitted in Article V, Section 5.10 of the Trust.
37. 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 Trustees.

2. *Except as expressly set forth herein, any approvals, consents, or permissions previously granted by the Trustees under the prior version of Schedule A shall remain in full force and effect. This amended and restated Schedule A supersedes all prior versions of Schedule A in their entirety.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF the Trustees have executed this instrument under seal this 1st day of September, 2026.

James Furtado
James Furtado, Trustee

Stacey Finnegan
Stacey Finnegan, Trustee

Lisa Centrella
Lisa Centrella, Trustee

James Ciacio
James Ciacio, Trustee

Linda Vautour
Linda Vautour, Trustee

Tony Tedesco
Tony Tedesco, Trustee

James Goyette
James Goyette, Trustee

Middlesex, ss. COMMONWEALTH OF MASSACHUSETTS September 1, 2026

On this 1st day of September, 2026, before me, the undersigned notary public, personally appeared James Furtado, Lisa Centrella, Linda Vautour, James Goyette, Stacey Finnegan, James Ciacio, and Tony Tedesco, proved to me through satisfactory evidence of identification, which was Driving License, 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 duly authorized Trustees of the L. John DiPalma Estates Homeowners' Trust.

[Signature]
Official Signature and Seal of Notary
My Commission Expires: February 28, 2031

