

Worcester South District Registry of Deeds Electronically Recorded Document

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Document Number	: 114595
Document Type	: AM
Recorded Date	: October 30, 2015
Recorded Time	: 10:22:16 AM
Recorded Book and Page	: 54506 / 215
Number of Pages(including cover sheet)	: 9
Receipt Number	: 894795
Recording Fee	: \$75.00

Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

Reserved for Registry Use

SUNDERLAND HEIGHTS CONDOMINIUM
CERTIFICATE OF AMENDMENT TO THE
RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust dated March 11, 1982 and recorded with the Worcester County Registry of Deeds in Book 7432, Page 214, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A the Sunderland Heights Condominium Trust, the organization of Unit Owners of the Sunderland Heights, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated March 11, 1982 and recorded with the Worcester County Registry of Deeds in Book 7432, Page 176, as may be amended.

We, the undersigned, being a majority of the Trustees of said Sunderland Heights Condominium Trust, as do hereby certify that the Board of Trustees has, in accordance with Article VI, Section 6.21 of said Trust, adopted the Rules and Regulations attached hereto, effective on 1 December, 2015.

These Rules and Regulations supersede and supplant those Rules and Regulations adopted prior hereto for the Commercial Units only. In all other respects the Rules and Regulations are hereby ratified and affirmed.

EXECUTED under seal this 13th, day of October, 2015.

MAJORITY OF THE TRUSTEES OF THE SUNDERLAND HEIGHTS CONDOMINIUM TRUST AND NOT INDIVIDUALLY

John F. King
Trustee
Victor E. Soter
Trustee
Shen Chase
Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 13 day of October, 2015, before me, the undersigned notary public, personally appeared JOHN KING

proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Sunderland Heights Condominium Trust.

[Signature]
Notary Public
My Commission Expires: MARCH 13 2020
Print Notary Public's Name: MARC S. KASOP
Qualified in the State/Commonwealth of MA.

**Sunderland Heights
Condominium
Association**

**Rules &
Regulations**

**Effective
1 December 2015**

Buildings

1. Unit owners are required to provide the Board of Trustees or its' designated agent with a key or keys to their unit. No unit owner or tenant shall alter any lock or install a new lock or knocker on any door without the written consent of the Board of Trustees. In the case of consent, the unit owner shall provide the Board of Trustees or its agent with an additional key to the unit. In the event that entry has to be gained to a unit whose unit owner has not provided a key to the unit to the Board of Trustees or its' agent, a fine of \$50.00 will be assessed to the unit owner.
2. The Board of Trustees must be notified by the unit owner of anyone moving into or out of a unit as well as the timeframe in which it will be done. This must be done two weeks prior to such date. Moving into or out of a unit by a unit owner or tenant of a unit owner as well as the delivery of furniture or appliances shall only take place between the hours of eight o'clock in the morning (8:00am) and concluding at seven o'clock in the evening (7:00pm) Monday through Friday, excluding certain holidays, and on Saturdays, Sundays and certain holidays between the hours of nine o'clock in the morning (9:00am) and five o'clock in the evening (5:00pm). There will be absolutely no moving or large deliveries on the following holidays: New Year's Day (1 January), Easter Sunday, Independence Day (4th of July), Thanksgiving, Christmas Eve (24 December) & Christmas Day (25 December).
3. Unit owners will be responsible for the cleanup of any debris in the common areas as a result of moving into or out of their unit as well as any deliveries to the unit, whether by them or their tenants, as well as the cleanup of any debris to the common areas as a result of renovations or work of any kind having been done to their unit. In addition, unit owners are responsible for reimbursing the association for any costs incurred to repair damage to the common areas as a result of any of the aforementioned actions.
4. Unit owners shall have any water using devices such as toilets, showerheads and sink aerators brought into compliance with whatever the standard is within six months of the purchase of any unit. If water conservation incentives are offered by the association at that time they may be applied.
5. Any unit owner having work or renovations done to their unit will notify the Board of Trustees as well as their adjoining neighbors at least 48 hours in advance. Work will only be conducted Monday through

Friday between the hours of eight o'clock in the morning (8:00am) and five o'clock in the evening (5:00pm) and on Saturdays between nine o'clock in the morning (9:00am) and three o'clock in the afternoon (3:00pm) with no work being performed on Sundays or any holidays. Emergency situations are an exception.

Trash & Recycling

1. The condominium dumpster(s) are for the disposal of unit owners/residents normal household trash only. The condominiums dumpster(s) and dumpster area shall not be used for the disposal of construction debris or material, hazardous material, appliances, mattresses, furniture, carpeting or apartment/unit cleanouts. Unit owners/residents are responsible for the disposal of anything but their own household trash at their own expense. Unit owners are advised to contact the management office if in need of assistance for removal of large items. Unit owners/residents who violate this rule shall be responsible for any increased costs incurred by the Trust and subject to fines.
2. Dumpster(s) and recycling totes when provided are not to be used for trash and recycling brought onto the property by anyone, including unit owners or their tenants, but are for household trash and recycling from the units themselves.
3. Residents must break down large items such as boxes as much as possible prior to placing them in the recycling totes when provided or dumpster(s). No item of any kind shall be placed outside the dumpster(s) or recycling totes when provided.
4. Christmas trees shall not be placed inside the dumpster(s) or left anywhere else on the property. It is the resident's responsibility to bring the tree to a drop-off center or other approved location for such purposes.

Parking


1. Residents must use the reserved parking space allotted to their unit. In the event of multiple vehicles belonging to the same unit or guests to a unit, those vehicles must be parked in either the unit's reserved parking space or in an unreserved parking space in the same parking lot/area as the unit they reside in or the unit they are visiting's reserved space. This includes any contractors working inside a unit.
2. Parking is for residents and their guests only. No vehicle will be left on the property for an extended period of time other than a resident's vehicle.
3. Resident's and their guest's vehicles must be kept in a good state of repair. Any vehicles found to be leaking fluids must be repaired with the unit owner responsible for cleanup and repair of the parking space(s) affected.
4. All vehicles parked on the property must be properly insured and registered. Any vehicle found to not be insured or legally registered will be towed at the owner's expense.
5. There shall be no parking anywhere on the property other than a designated parking space. There is a fifteen (15) minute time limit for vehicles parked in areas other than a parking space for the purpose of dropping off or picking up residents or for loading and unloading their vehicle of small items. Vehicles left unattended for longer than fifteen (15) minutes in an area other than a designated parking space or parked in a Fire Lane will be towed at the owner's expense.
6. The parking spaces shall not be used for any purposes other than to park automobiles excluding specifically boats, trailers, dual axle vehicles and large commercial vehicles. No other commercial vehicle or containers such as portable moving containers shall be parked or placed on the property without the express written consent of the Board of Trustees.
7. No repairs to any vehicle will be allowed on the property except for the changing of flat tires or jumpstarting or changing of batteries in vehicles. Minor vehicle maintenance such as changing of air filters, wiper blades etc. is allowed. Vehicles shall not be left unattended on jacks. They shall also not be left on jacks for any extended period and must have protection under the jack(s) to prevent damage to the surface. Any damage to any area caused by these repairs will be repaired at the unit owner's expense.

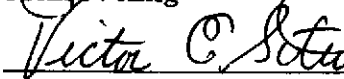
Pool

1. Unit owners, residents and their guests must obey any posted pool signage at all times, as well as the following rules.
2. The pool is for unit owners, residents and their guests. Unit owners and residents are responsible for the behavior of their guests and must accompany them at all times. Any guest not accompanied by a unit owner or resident may be asked to leave the pool area.
3. Absolutely no one under or thought to be under the influence of alcohol or mind altering drugs of any kind will be allowed in the pool or the gated pool area.
4. Pool hours are eight o'clock in the morning (8:00am) until seven thirty in the evening (7:30pm). No unit owner or resident is to enter the pool area prior to or after these hours or if the pool gate is locked. The pool may be closed at any time without notice for any cleaning, maintenance or needed repairs that may arise.
5. No lifeguard is on duty. No one should ever swim alone.
6. Anyone under the posted age must have an adult with them **INSIDE** the gated pool area at all times. All persons must be well behaved.
7. The gate to the pool area must be closed and latched at all times. The gate must never be propped open by anyone other than a person performing maintenance or repairs to the pool.
8. The pool divider rope must not be removed by anyone other than someone performing cleaning, maintenance or repairs, nor shall it be hung on or sat on.
9. The pool area must be kept neat and orderly at all times. At the conclusion of pool use, unit owners and residents are responsible for cleaning up after themselves and their guests. Trash receptacles are available at the base of the stairs outside the gated pool area. Any items left in the pool or pool area unattended may be removed and disposed of without reimbursement.
10. Smoking is prohibited within the gated pool area. Smoking is allowed outside the gated pool area, however smokers are responsible for cleaning up any debris left from smoking. Do not dispose of any smoking materials in the trash receptacles.


All prior Rules and Regulations are in full force and effect and are hereby ratified and affirmed.


Adopted 16 October, 2015


_____, Trustee
John P. King


_____, Trustee
Victor E. Soter


_____, Trustee
Susan St. Martin


_____, Trustee
Pamelyn Collins


_____, Trustee
Robert Wilson