

**AMENDMENT TO RULES AND REGULATIONS OF  
STONEHOLM CONDOMINIUM TRUST**

The undersigned, being at least a majority of the Board of Trustees of the Stoneholm Condominium Trust under Declaration of Trust dated February 29, 1996 and recorded with Norfolk Registry of Deeds in Book 11254, Page 449, hereby adopt the parking rules and regulations attached hereto (the "Parking Rules and Regulations"). Said Parking Rules and Regulations shall be in addition to those Rules and Regulations previously adopted by the Trustees dated May 12<sup>th</sup> 1999 and recorded with said Registry of Deeds in Book 13454, Page 557 (the General Rules and Regulations) , and shall be binding upon and enforceable against all Unit Owners and occupants of the Stoneholm Condominium.

In addition, the Board of Trustees does hereby amend the General Rules and Regulations by deleting Rule #33 in its entirety and replacing same with the following:

*33. The Board of Trustees shall have the right to set fees for moving in and out of the building in such amounts as they shall from time to time determine. The current fee for moving in is \$250, and moving out is \$250. The Board shall let the Unit Owners know in writing if the current fee amounts change. The fee(s) are not a security deposit nor shall it be applied to damage done to the common areas, for which the Unit Owner shall remain responsible. The Management Company must be notified fourteen days (14) days in advance of any move-in or move-out. Unit Owners must provide the name and contact info of each tenant who resides in a Unit. All entrances must be attended while the doors are open. At no point will the doors be propped open without someone watching over the entrance. All moves must take place between 9:00 a.m. and 5:00 p.m. Moves scheduled for any other time must be preapproved by the Board. The move-in and move-out fee must be paid before a "clean" 6d certificate will be issued upon sale of the Unit.*

**STONEHOLM CONDOMINIUM TRUST**

**PARKING LOT RULES AND REGULATIONS**

- 1) Easements for the exclusive use of a Parking Space in the Parking Area of the Stoneholm Condominium (the "Condominium") may only be sold and conveyed to a Unit Owner in the Condominium, who shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium, pursuant to Section II of the Master Deed of the Stoneholm Condominium. Any Unit Owner who purchases an easement for the exclusive right to use a Parking Space ("Parking Space Owners") shall have the right to freely rent, license or lease the Parking Space, but only to a Unit Owner or occupant of the building. A Unit Owner's easement for the exclusive use of a Parking Space shall terminate upon the sale or transfer of his or her Unit unless such easement is conveyed or transferred with the Unit or to another Unit Owner of the Condominium.
- 2) The Parking Spaces may be used by private non-commercial passenger vehicles only and may not be used for any purpose except the parking of vehicles. The term "private non-commercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, non-commercial vans, pickup trucks and sport utility vehicles not substantially larger than full-sized automobiles. Parking Spaces shall not be used for storage. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in the Parking Spaces. The driveways, which are located within the Common Areas and Facilities, shall be used solely for ingress and egress from the Parking Spaces and for no other purpose.
- 3) Parking: For other than drop off purposes, Unit Owners shall not park or allow any guest, visitor, licensee or employee to park any automobile or other motor vehicle of any kind anywhere in the Parking Area except in the Parking Space the exclusive use to which such Unit Owner is entitled. All movement of automobiles or other motor vehicles, temporary standing, traffic patterns and the like on any Common Areas and Facilities of the Condominium shall be subject to the control and regulation of the Trustees. Any automobile or other motor vehicle operated or parking in violation of the provisions of this paragraph may be removed (by towing or otherwise) by the Trustees without liability on the part of the Trustees. Any unauthorized vehicle or vehicles parked in unauthorized areas, or otherwise in violation of the provisions, shall constitute a violation of the Rules and Regulations. For any violation of the Rules and Regulations, said vehicle shall be subject to tow at the expense of the vehicle owner in accordance with Massachusetts General Laws Chapter 266, Section 120D. In addition to the other penalties provided, any vehicle belonging to a unit owner, resident, his guests or invitees, which violated these parking rules and regulations, shall subject the owner of said Unit to a fine as from time to time provided by a vote of the Board of Trustees, and obligate such Unit Owner to be responsible for all costs incurred by the Trustees, including, but in no way limited to, fees and costs (including attorney's fees and costs) incurred in the removal, towing,

storage, or enforcement of these provisions. Such fines and costs shall be added to the Unit Owner's common expenses due to the additional costs of administration in enforcing these Rules and Regulations against violations.

- 4) Parking Space Owners shall keep their Parking Space free of debris. The Trustees shall maintain the Parking Spaces in a clean and good condition, shall arrange for repairs and replacement as needed, and shall maintain insurance on the Parking Area. All costs and expenses related thereto shall be determined annually solely by the Trustees, shall be assessed only to those Unit Owners who hold an easement for the exclusive right to use a Parking Space, and shall be due and payable monthly in accordance the provisions contained in Section 11 of said Master Deed. All risk of loss in connection with the use, maintenance and repair of the Parking Spaces shall be borne solely by the Owners from time to time of easements for their exclusive use and not by the Trustees.
- 5) In the event any Parking Space Owner does not own a Unit in the Condominium, the exclusive right to use the Parking Space shall automatically vest in the Condominium Trust, and the Condominium Trust shall thereupon, for all purposes, be the owner of such right and easement.
- 6) Parking Space Owners shall comply with the operational and security requirements governing use of the Parking Area and Parking Spaces as determined by the Trustees from time to time.
- 7) Each Parking Space Owner agrees to maintain his or her own insurance for any property damage or personal injuries caused to or by his vehicle as a result of parking in the Parking Area, and agrees not to hold the Condominium Trust, its Trustees, its agents or servants responsible for any damage or personal injury unless due to gross negligence.
- 8) During periods of inclement weather Parking Space Owners may need to move their vehicles to facilitate snow removal. In these situations the management company will attempt to contact the Parking Space Owner, and if unable to do so, may have the vehicle towed, in which case the provisions of Paragraph 3 above relating to towing shall be applicable.
- 9) In addition to any other remedy available to the Trustees, including the towing of a vehicle, the Trustees may assess a fine of \$50.00 against any Unit Owner who violates any of the foregoing Rules and Regulations. Each day a violation continues after notice thereof shall constitute a separate violation subject to an additional fine. All fines assessed hereunder shall be collected by the Trustees as provided in G.L. c. 183A, Section 6, and together with all costs of collection, including attorney's fees, shall constitute a lien on the Unit Owner's Unit.

Executed under seal this 11<sup>th</sup> day of February, 2015.

TRUSTEES OF  
STONEHOLM  
CONDOMINIUM TRUST

Kendra O'Donnell as trustee  
Jan, B. J. as trustee  
Marie H. as trustee

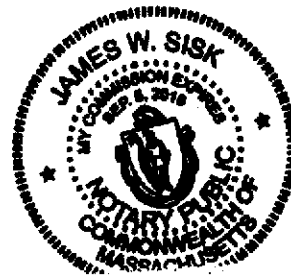
Norfolk STATE/Commonwealth of MASSACHUSETTS  
County, ss.

On this 11<sup>th</sup> day of FEBRUARY, 2015, before me, the undersigned notary public, personally appeared KENDRA O'DONNELL

\_\_\_\_\_, 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 Stoneholm Condominium Trust.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires: Sept 5, 2019  
Print Notary Public's Name: JAMES W. SISK  
Qualified in the State/Commonwealth of MASSACHUSETTS

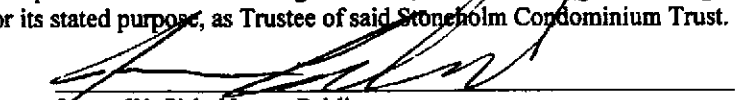


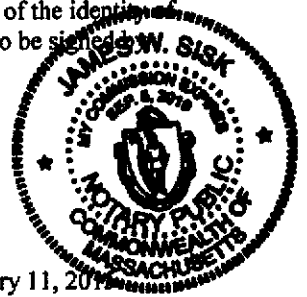
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

February 11, 2015

On this 11th day of February, 2015, before me, the undersigned notary public, personally appeared Tzy Jyun Yao, proved to me through satisfactory evidence of identification, being: my own personal knowledge of the identity of the signatories, to be the persons whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Stoneholm Condominium Trust.

  
James W. Sisk, Notary Public  
My Commission Expires: September 5, 2019

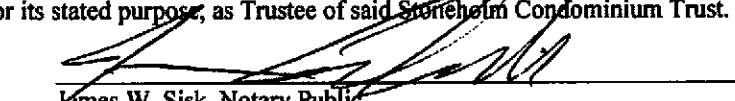


COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

February 11, 2015

On this 11th day of February, 2015, before me, the undersigned notary public, personally appeared Marsha Alban, proved to me through satisfactory evidence of identification, being: 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 Trustee of said Stoneholm Condominium Trust.

  
James W. Sisk, Notary Public  
My Commission Expires: September 5, 2019

