

Middlesex South Registry of Deeds  
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Recording Information

Document Number	: 232559
Document Type	: AMEND
Recorded Date	: December 08, 2020
Recorded Time	: 12:13:16 PM
Recorded Book and Page	: 76367 / 340
Number of Pages(including cover sheet)	: 6
Receipt Number	: 2567650
Recording Fee	: \$105.00

**Middlesex South Registry of Deeds**  
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**AMENDMENT TO  
DECLARATION OF TRUST AND BY-LAWS CONCERNING REAR DECKS**

**ELEVENTH AMENDMENT TO DECLARATION OF TRUST**

Reference is made to the Declaration of Trust dated January 22, 1987, and recorded with the Middlesex (South) Registry of Deeds in Book 17820, Page 266, as subsequently amended, which established, pursuant to Massachusetts General Laws Chapter 183A, the Quail Run Condominium Trust, the organization of unit owners of the Quail Run Condominium Trust, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 22, 1987, and recorded in the Middlesex (South) Registry of Deeds in Book 17820, page 242, as subsequently amended.

WHEREAS, the Declaration of Trust has been amended on ten (10) previous occasions, most recently on December 30, 2013 by Amendment recorded in the Middlesex (South) Registry of Deeds in Book 63123, Page 306;

WHEREAS, certain of the Units in the Condominium have access to exterior rear decks, which are identified in the Condominium documents as common areas of the Condominium, subject to the exclusive use of the Unit Owner whose Unit is adjacent to such rear decks;

WHEREAS, Section 2, Article V of the Declaration of Trust places responsibility for rear deck repairs, replacement, and maintenance upon each Unit Owner;

WHEREAS, Section 3, Article V of the Declaration of Trust places responsibility for periodic staining and/or sealing of the rear deck planking upon the Board of Trustees;

WHEREAS, Section 4.1(C) of the Owner's Handbook states that on-grade patios, fences, as well as decks and privacy fences are Common Areas to which the adjacent unit has exclusive use;

WHEREAS, beginning in 2006, the Trust assumed responsibility for sealing decking floors and painting the railings of each exterior rear deck on a three-year cycle;

WHEREAS, not all Units within the Condominium have adjacent rear decks available for their exclusive use;

WHEREAS, it remains the Board's intention to continue to monitor and enforce the condition of rear decks, which constitute Common Areas despite their exclusive use by Owners of units adjacent to such decks, with a minimum of three-year cycles of painting of railings and staining deck floorboards;

WHEREAS, consistent with its prior practice, the Board has arranged for the staining and/or sealing of deck floorboards on exterior decks adjacent to units within the Condominium during the month of September 2019.

WHEREAS, following the staining and/or sealing of rear decks planking in September 2019, all maintenance and repairs of exterior rear decks adjacent to units within the Condominium shall be the sole responsibility of the Unit Owner adjacent to such rear deck who enjoy exclusive use of such rear deck.

WHEREAS, the Board has resolved that maintenance of rear decks adjacent to units should be the Unit Owner's sole responsibility going forward, and that the cost should not be borne as a common area expense by Unit Owners who do not have access to rear decks;

WHEREAS, the Board shall monitor rear deck maintenance and repair to ensure that the appearance and safety of such rear decks are acceptable to the Board and to the Condominium community, and in connection with such oversight, the Board will make determinations as to whether rear decks require staining, sealing, or other maintenance or repair, with a minimum of three-year cycles for painting of railings and sealing of rear deck floorboards, and shall notify

Unit Owners to repair or replace decking when a safety issue is deemed to exist and, when appearance of the deck is no longer acceptable. Unit Owners failing to comply with directives from the Board concerning maintenance or repair of rear decking shall be subject to fines as permitted under the Declaration of Trust and associated documents.

NOW, THEREFORE, the Declaration of Trust is further amended, in accordance with Article IX, Section thereof, as follows, such that the following rules, regulations, and procedures shall be applicable:

1. Article V, Section 2 of the Declaration of Trust shall be amended to delete the parenthetical in the fifth line which states “(except the painting and/or staining of same),” such that the first sentence of Section 2 shall read as follows:

The Unit Owners shall be individually responsible for the proper maintenance and repair of their respective Units, whether structural or non-structural, ordinary or extraordinary, except as otherwise specifically provided herein or in this Master Deed, including, without limitation, the maintenance, repair and replacement of the rear deck (including support columns and beams, and fascia boards and other visible exterior elements of such rear deck), the maintenance, repair and replacement of the patio area to the rear of each unit (except the wood fencing located thereon)...

Section 2 shall be further amended to add the following provision:

All repair, maintenance, painting and staining of exterior rear decks by Unit Owners shall be performed in a manner consistent with the materials and procedures historically maintained and used by the Board, which are detailed in the Unit Owner’s Handbook.

The remainder of Section 2 shall remain otherwise unchanged.

2. Article V, Section 3 of the Declaration of Trust shall be amended to delete the words “and of the decks” appearing at the end of the fifth line and carrying over to the sixth line, such that the first paragraph shall now read in part:

The Trustees shall be responsible for the property maintenance, repair and replace of the common areas and facilities of the Condominium, including the maintenance, repair and operation of recreation facilities, if any, and the

maintenance and repair of the exterior portions of the Units (including the painting and/or staining of the exteriors of the Units and of the attached garages immediately adjacent thereto....

The remainder of Section 3 shall remain unchanged.

3. In all other respects, the Declaration of Trust and the By-Laws of the Quail Run Condominium are hereby ratified and affirmed.

4. This Amendment supersedes all previously existing provisions of the Declaration of Trust, the Owner's Handbook and prior Resolutions of the Board of Trustees with respect to the repair and maintenance of rear decks within the Condominium.

**TRUSTEES' ACTION, AUTHORIZATION AND CONSENT**

We the undersigned, being all of the Trustees currently in office of the Quail Run Condominium Trust, under Declaration of Trust dated January 22, 1987 and record in Middlesex South District Registry of Deeds, in Book 17820, Page 266, as amended by instruments of record, hereby certify the following:

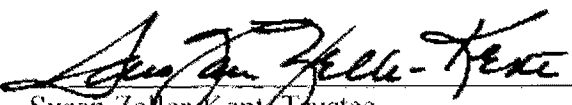
That the foregoing Amendment to the Declaration of Trust has been consented to in writing by Unit Owners entitled to at least 67% of the undivided interests in the Condominium in accordance with Article IX of said Declaration of Trust.

EXECUTED AS A SEALED INSTRUMENT THIS 31 DAY OF OCTOBER 2020.

**QUAIL RUN CONDOMINIUM TRUST**

  
Warren Silbovitz, Chair

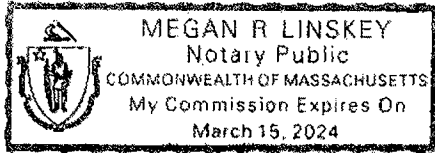
  
Mark Hughes, Trustee

  
Susan Zeller-Keny, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31 day of October 2020, before me, the undersigned notary public, personally appeared Warren Silbovitz, a duly authorized Trustee of Quail Run Condominium Trust, who proved to me through satisfactory evidence of identification, which was a driver's license, that he is the person whose name is signed on the within document and acknowledged to me that he signed it voluntarily for its stated purpose.

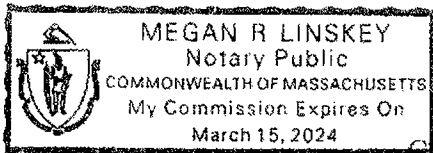


*Warren Silbovitz*  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31 day of October 2020, before me, the undersigned notary public, personally appeared Mark Hughes, a duly authorized Trustee of Quail Run Condominium Trust, who proved to me through satisfactory evidence of identification, which was a driver's license, that he is the person whose name is signed on the within document and acknowledged to me that he signed it voluntarily for its stated purpose.

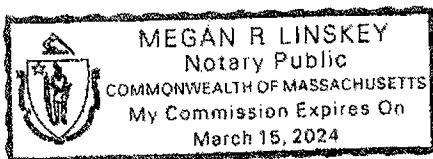


*Mark Hughes*  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31 day of October 2020, before me, the undersigned notary public, personally appeared Susan Zeller-Kent, a duly authorized Trustee of Quail Run Condominium Trust, who proved to me through satisfactory evidence of identification, which was a driver's license, that she is the person whose name is signed on the within document and acknowledged to me that she signed it voluntarily for its stated purpose.



*Susan Zeller-Kent*  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_