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46 Ashford Street, Methuen, MA

Bk 12478 Pg 60 #10221
05-03-2011 @ 01:11p

**AMENDMENT TO MASTER DEED
FORTY SIX ASHFORD CONDOMINIUM**

WHEREAS, the Forty Six Ashford Condominium ("the Condominium") was created by Master Deed dated February 4, 2005 and recorded on February 17, 2005 at the Essex North District Registry of Deeds in Book 9354, Page 129 ("the Master Deed"); and

WHEREAS, Paragraph 8 of said Master Deed sets forth the purposes and restrictions of use for which the condominium building and the Units contained therein are intended to be used; and

WHEREAS, specifically Paragraph 8(q) of said Master Deed sets forth the restrictions and limitations on pets in the Units; and

WHEREAS,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and pursuant to the provisions of Paragraph 14 of said Master Deed, the undersigned members of the Board of Trustees, constituting a majority of the Board, hereby amend the Master Deed as follows, and state that said amendment has been agreed to in writing by the undersigned Unit Owners holding more than fifty per cent (50%) of said total voting power of the Unit Owners:

1. Paragraph 8(q) of said Master Deed is hereby deleted and eliminated in its entirety and inserted in its place shall be the following paragraph. The purpose of this amendment is to restrict dogs residing at the Condominium.

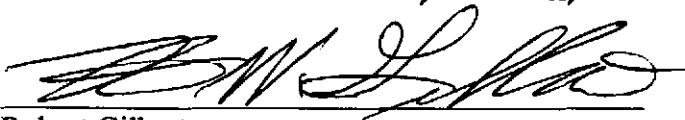
(q) Pets in Forty Six Ashford Condominium are limited to cats, birds, tropical fish, goldfish and hamsters and/or gerbils that are properly caged. Effective as of March 9, 2011, no dogs shall be permitted to reside at the Condominium, with the sole exception of service dogs or emotional support dogs to assist a Unit Owner with a disability. Any Unit Owner, Tenant, Guest and/or Invitee in violation of this provision will be subject to a written warning by the Board and a fine of \$300.00 per incident. The Unit Owner shall further pay all costs incurred by the Board to abate a violation of this provision, including without limitation, reasonable attorney's fees and costs.

No more than two (2) cats shall be kept in any unit. No reptiles or "exotic" animals shall be kept in any Unit. Upon petition by a Unit Owner, the Board shall have the right to approve or disapprove the keeping of any pet not specifically referred to herein. Only Unit Owners may petition the Board for variance of this restriction. There shall be no breeding of any animals in any Unit. Any pet which causes or creates a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board. No pets shall be permitted to run loose. No cages or "runs" shall be constructed on the Common Areas. Unit Owners shall be responsible for picking up and disposing of their pet's waste. Unit Owners shall be further responsible for any damage caused by their pets to the Common Areas and/or for any personal injuries caused by their pets.

2. Except and to the extent herein modified, all of the remaining provisions of said Master Deed, and as previously amended, shall remain unchanged and in full force and affect.

I, Robert Gilbert, President of the Board of Trustees of Forty Six Ashford Condominium, a condominium located in Methuen, Essex County, Massachusetts, established pursuant to a Master Deed dated February 4, 2005, and recorded with the Northern Essex District Registry of Deeds, Book 9354/Page 129, and as thereafter amended, hereby certify that the By-Laws of the Unit Owners of Forty Six Ashford, have been changed by a vote held on March 9, 2011 of the Unit Owners, the above amendment to By-Laws, as originally recorded with the Northern Essex District Registry of Deeds, Book 9354/Page 129, was duly adopted as above.

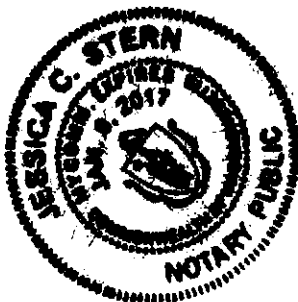
Executed as a sealed instrument this 3 day of MAY, 2011.

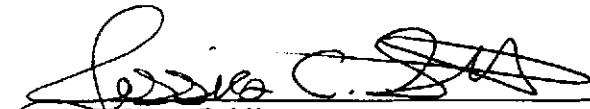


Robert Gilbert

COMMONWEALTH OF MASSACHUSETTS

On this 3rd day of May, 2011, before me, the undersigned notary public, personally appeared Robert Gilbert as an officer of Forty Six Ashford Condominium. I proved to me through satisfactory evidence of identification, which was/were MDL to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.




Notary Public
My Commission Expires: 1/6/2017