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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.


NORFOLK SUPERIOR COURT
CIVIL ACTION NO. 2582CV00580

TRUSTEES OF THE CONCORDE CONDOMINIUM TRUST,)
)
Plaintiffs)
)
v.)
)
)
Defendant)
)

ORDER ON PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Following a hearing on the Plaintiffs,' as they are Trustees of the Concorde Condominium Trust's ("Plaintiffs" or "Condominium Trust") Motion for Preliminary Injunction, with advance notice having been provided to the Defendant,  ("Defendant" 

 it is hereby ORDERED THAT:

1. The Defendant shall proceed within seven (7) days from the date of this Court's Order, to undertake ~~and carry out~~ ^{Q UFL} with all actions as may be reasonably necessary to clean and restore 50 Green Street, Unit No. , Brookline, Massachusetts (the "Unit") so that it is brought into compliance with the standards prescribed within the governing documents for the Concorde Condominium ("Condominium") and rendered free of excess clutter, trash, debris, waste, refuse, defects, deficiencies, pests, vermin and insects (including, without limitation, bed bugs) and from any other issue(s) or condition(s) therein, which may be hazardous to any Unit Owner(s), resident(s) or occupant(s), adversely affect the market value of any other Unit(s), negatively impact their rights, interests, comforts or conveniences and/or which may otherwise result in any harm or damage being done to any other Unit(s) and/or to any part of the Condominium, in

whole or in part, and to ready it for treatment by an exterminator(s) to eliminate all pests, vermin and insects, including, bed bugs, therein.

2. For purposes of the foregoing, the scope of work to be performed by the Defendant, at her direction and/or at her behest and at her sole cost and expense, should, at a minimum, include: i) the removal and proper disposal of all excess clutter, trash, waste, garbage and debris and all contaminated items from her Unit, in properly designated waste receptacles set aside for such purpose, and which are then hauled away from the Condominium; ii) all works of maintenance, repair and remediation necessary to correct any issues of deferred maintenance, defects, deficiencies, and other issue(s) or condition(s) therein which may be which may be hazardous to any Unit Owner(s), resident(s) or occupant(s), or which may adversely impact their rights, interests, comforts or conveniences and/or which may otherwise result in any harm or damage being done to any other Unit(s) and/or to any part of the Condominium and/or which may allow for the migration of pests, vermin, insects, including, without limitation, bed bugs, into other Units and into other parts of the Condominium building and; iii) as necessary to adequately prepare the Unit for the effective treatment of all pests, vermin and insects, including, without limitation, be bugs, in accordance with the recommendations and directives of the exterminator(s) and any other contractor(s) retained for such purposes ("Scope of Work").

3. The Defendant is also hereby ordered to engage a professional exterminator to treat her Unit, and to take any other actions that may be reasonably necessary to exterminate all pests, vermin and insects, including, but not limited to bed bugs, therein, and to thereafter provide the Condominium Trust with written confirmation of the same within seven (7) days from the date of this Court's Order.

twnty (20) JEL

4. After a period of ~~ten (10)~~ ^{twnty (20)} days has passed from the date of this Court's Order being issued, the Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, representatives, agents, assigns and/or exterminators (however, and to the extent necessary) may enter and access the Defendant's Unit to determine the Defendant's compliance with the terms and provisions of the Court's Order, as aforesaid, and to document, photograph, videotape and to otherwise memorialize the conditions existing therein, as of the date and time of such inspection taking place.

5. In the event that the Defendant's Unit has not been properly cleaned and restored in accordance with the terms of this Court's Order and within the time having been so prescribed and/or should the Defendant fail and/or refuse to permit entry and access therein for the purposes herein stated, then the Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, representatives, agents and/or exterminators, however, and to the extent that may be necessary, shall be authorized to enter and access the Defendant's Unit on a continuing basis, to inspect, and to undertake and carry-out with the aforementioned Scope of Work and to take all action(s) that may otherwise be necessary to exterminate all pests, vermin, insects, including, without limitation, bed bugs, from the Unit and from the Condominium.

6. The Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, representatives, agents and assigns, shall be authorized to contract for the performance of above-described Scope of Work and any work necessary to facilitate the extermination of all pests, vermin, insects, including, but not limited to bed bugs, from the Defendant's Unit and from the Condominium, and may assess all attorneys' fees, costs, charges, and expenses incurred in connection therewith, and with respect to any of the other work

authorized by this Court or incidental thereto, directly against the Defendant's Unit, and such assessment shall constitute a lien against the Defendant's Unit, until paid in full.

7. In addition, and without limiting the generality of the foregoing, the Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, agents, assigns and/or exterminators (however and to the extent appropriate) may also contract for the removal and disposal of all trash, refuse and garbage and contaminated items, property, objects, possessions, and belongings from the Unit, and for the removal and transport all non-contaminated personal property (to the extent salvageable) away from the Unit to an off-site storage facility at the expense of the Defendant.

8. Any such property transported to an off-site storage facility shall not return to the Unit and/or to the Condominium without written confirmation first being provided by the Defendant that the same has been properly treated by a professional extermination company. However, the Condominium Trust shall have no obligation to pay for any storage charges incurred pursuant to this Order (and which are to be subsequently assessed back to the Unit) for a period of more than ninety (90) days, and any property not claimed by the Defendant following the expiration of said ninety (90) day period, shall be conclusively deemed abandoned and it may be disposed of, at the expense of the Defendant, without further recourse.

9. In the event that the Defendant fails and/or refuses to permit the Condominium Trust or any of its Trustees, employees, property managers, contractors, representatives, agents, assigns and/or exterminators access and entry into her Unit, for any reason or purpose authorized by this Court, then the Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, representatives, agents, assigns and exterminators (however, and to the extent necessary) shall be authorized to contract to have the locks to the front door of the

Defendant's Unit changed, as necessary to gain access and entry therein, for purposes of facilitating, undertaking and/or carrying-out with the Scope of Work, in whole or in part and as may be necessary to exterminate all pests, vermin and insects, including bed bugs, therefrom and from the Condominium and to carry-out any other work permitted by this Court, and that all attorneys' fees, costs, charges and expenses incurred by the Condominium Trust in connection therewith and/or which may arise therefrom are to be assessed back to the Defendant's Unit, with such assessment constituting a lien thereon, until paid in full.

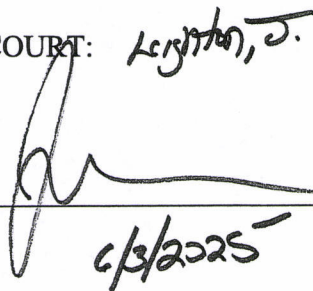
10. In addition, the Defendant is ordered to fully cooperate with all efforts being made to exterminate all pests, vermin and insects, including, but not limited to bed bugs from her Unit, and from the Condominium and that the Defendant be ordered to fully comply with any and all directives issued by any professional exterminator(s) and contractor(s) engaged for purposes of the same.

11. ~~The Defendant is hereby enjoined and restrained from carrying, transporting or placing any porous items, objects or property, of any kind, anywhere within, through or upon the Condominium building, any Unit therein, or within, throughout or upon any other part of the Condominium's common elements, unless and until, such items, objects and/or property are professionally treated in accordance with the recommendations of a professional exterminator, written confirmation of the same has been provided to the Condominium Trust, and the Defendant has obtained written authorization from the Condominium's property manager.~~ JAL

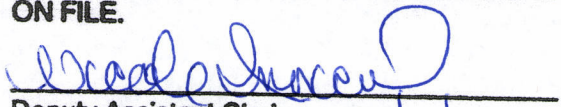
12. Until further Order of this Court, the Defendant shall be required to submit to periodic monthly inspections of her Unit by the Condominium Trust, acting by and through its Trustees, employees, property managers, contractors, representatives, agents, assigns and/or exterminators (however and to the extent appropriate), for purposes of confirming the

Defendant's ongoing compliance with the terms and provisions of this Court's Order, and to treat her Unit as necessary to eliminate all pests, vermin and insects, including, without limitation, bed bugs, from the Unit and from the Condominium, and the Condominium Trust may assess all costs, attorney's fees, charges and expenses incurred with respect thereto or which may otherwise arise therefrom, against the Defendant's Unit, and such assessment shall constitute a lien on the Defendant's Unit, until paid in full.

SO ORDERED.

BY THE COURT: *Leighton, J.*

DATE: *6/3/2025*

I ATTEST THAT THIS DOCUMENT IS A
CERTIFIED PHOTOCOPY OF AN ORIGINAL
ON FILE.


Deputy Assistant Clerk
6/4/25

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