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Page: 1 of 8 08/05/2010 12:41 PM

**Revised Rules and Regulations of  
The Villages at Quail Run  
Condominium Association, Inc.**  
As amended, April 22, 2010

The undersigned, being a majority of the Board of Governors ("Board") of the Villages of Quail Run Condominium Association, Inc. ("Association"), which Association is the organization of Unit Owners of The Villages at Quail Run Condominium, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated June 14, 2002, and recorded with the Middlesex County South District Registry of Deeds in Book 35747, Page 213, as may be amended, do hereby adopt the following Rules and Regulations.

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family, its servants and guests. No Unit or any portion thereof may be used as a professional office or for any other business purpose whether or not accessory to a residential use.

Each Unit is restricted to residential use. One occupant must be age fifty-five (55) years or older. No children under the age of eighteen (18) can live permanently on the premises. Overnight adult guests shall be allowed for reasonable visitation periods. Children or grandchildren may visit for a period not to exceed two (2) weeks per visit.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Governors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Governors.

3. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Board of Governors. No Unit owner shall permit anything to be done, or kept in the Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Common Elements or Units or contents thereof; or which would be in violation of any law.

4. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs (not to exceed thirty-five pounds [35 lbs.] ), and indoor cats may be kept in the Units, not to exceed two (2) per Unit and subject to the rules and regulations adopted by the Board of Governors, provided that they are not kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be removed permanently from the property upon three (3) days written notice from the Board of Governors. In no event shall any dog or cat be permitted in any portion of the Common Elements, unless carried or leashed, or in any grass or garden plot under any circumstances. It will be the responsibility of the Unit owner to remove animal waste from public areas as it occurs.

Alpine Prop.  
12 Damon Mill Sq.  
Conc. MA 01742

5. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants. Unit owners shall not cause or permit anything to be hung or displayed on the outside walls or doors of the building and no sign, awning, canopy, shutter, or radio or non-satellite television antenna shall be affixed to or placed on the exterior walls or doors, roof, or any part thereof or exposed on any window, without prior consent of the Board of Governors. Rules and Regulations for satellite television dish antennas are covered in a separate document

6. Unit owners shall not cause or permit a window air conditioner to be installed without prior consent of the Board of Governors. Each Unit Owner shall be obligated to maintain and keep their unit in good order or repair. No gun or weapon of any kind may be used. No Unit owner shall make or permit disturbing noises in the Common Elements or Units by the Unit owner or family, servants, employees, agents, visitors and licensees of such owner, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit owners. No Unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated, a phonograph, television set or radio in the premises between the hours of 11:00 P.M. and 8:00 A.M., if the same shall disturb or annoy other occupants of the building.

7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would change the structural integrity of the building or which would change the structure of the building.

8. No clothes, sheets, blankets, laundry or similar articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Each Unit owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or decks thereof; any dirt or other substance.

9. No industry, business, trade, occupation or profession of any kind, designed for profit, altruistic or otherwise, shall be conducted, maintained or permitted on any part of the property nor shall any 'For Sale', 'For Rent' or 'For Lease' signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. Signs such as 'For Sale', 'For Rent', or 'For Lease' are temporarily allowed during the time of the active showing of a Unit by the owner or their agent,

10. All radios, televisions or other electrical equipment of any kind or nature installed or used in each Unit shall comply fully with all Rules and Regulations, requirements of the Fire Department and the public authorities having jurisdiction, and the Unit owners alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

11. The agents of the Board of Governors or the managing agent and any contractor or workman authorized by the Board of Governors and/or the managing agent, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in the case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insect or other pests.

If alterations or repairs to the electrical or plumbing system in any unit are scheduled by any unit owner which might cause disruption to any other owner in that building, they shall notify the property manager who will in turn notify those who might be affected. At least 72 hours notice must be given, except in an emergency. Since the plumbing is a Common Element, the Board or the Property manager reserves the right to pre-approve the contractor.

12. No Unit owner or occupant or any of his licensees, lessee's, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

13. If any keys are entrusted by a Unit owner or occupant or by any member of his/her family, agent, servant, employee, licensee or visitor to any employee of the Board of Governors whether for such Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be the sole risk of such Unit owner or occupant and the Board of Governors shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

14. The color of the portion of draperies, blinds, curtains or shutters visible from the exterior shall conform to standards specified by the Board of Governors. The current standards are white for all four.

15. No petroleum products may be added to or removed from any internal combustion engine within any Unit or Common Element of the condominium. No repairing of automobiles shall take place within the condominium, nor shall the parking spaces be used for any purpose other than to park a registered motor vehicles and bicycles, excluding specifically trucks, commercial vehicles, trailers and boats.

16. To prevent the freezing of pipes and other types of frost damage to the buildings, each Unit owner shall keep his or her Unit heated to not less than 60 degrees Fahrenheit at all times during the heating season, whether or not the Unit is occupied. In addition each unit owner shall turn off the water leading to the outside sill cock prior to onset of cold weather.

17. Unit Driveways and Parking Areas: The owners of each Unit shall be entitled to the exclusive use of the driveway leading from the street to such Unit's garage for the purpose of parking private passenger vehicles including sport utility, mini-vans and vans subject to the obligation to keep the driveway surface in a clean and safe condition. All driveways and parking areas shall be part of the Common Element and facilities of the condominium subject to regulation by the Board of Governors, which regulation shall not be inconsistent with the exclusive rights of the Unit owners to use their driveways.

No commercial vehicles (except in connection with service or maintenance being provided to a Unit or Common Element), boats, trailers, mobile homes, campers, ATVs, buses or recreational vehicles of any kind shall be permitted to be parked in any of the driveways or parking areas. No unit owner or occupant or any of his licensees or leasees shall bring to the premises any motor vehicle which has thereon any sign, advertising, company logo, or other writing, or display other than that of the manufacturer of the vehicle.

18. Common Parking: All other parking, driveways and related facilities shall be a part of the Common Element and facilities of the condominium to be shared by all Unit owners and their guests; provided, however, all such facilities shall be subject to regulation by the Board of Governors and may include, without limitation, the adoption of reasonable rules and regulations which allow:

- (a) visitors to park near their host's unit as long as they do not block a driveway, entrance or exit and do not interfere with snow removal during the winter months;
- (b) control or limit the number or location of parking spaces which may be used by occupants of any Unit;
- (c) provide for the efficient removal of snow or the making of repairs to the parking areas and other Common Elements and facilities;
- (d) ensure that parking spaces are not being utilized by vehicles other than those owned by Unit owners, residents or their guests;
- (e) no vehicle registered to a unit owner shall be parked overnight in one of the visitor's parking spaces.

Under no circumstances may any vehicle be parked on grassy areas, behind the Clubhouse, or on the street overnight. No vehicle shall be parked in such a manner as to impede the free passage of ANY vehicle through the streets or driveways at any time. Garage doors are to be kept closed unless the garage in use. They may be left open less than eighteen inches for ventilation depending on the weather.

19. Quail Run can be very windy, therefore please do not put your trash or recyclables out the night before trash pickup day. Some of this can blow around the property during the night, and can also attract vermin.

20. At all times, but especially during the cold winter months the following rules are implemented to protect each unit (and other units in the same building) should there be a problem with frozen pipes, gas or electrical outage, etc. while the unit is empty.

Before leaving on an extended trip (over ten days) please follow this checklist:

1. Notify a trusted friend, neighbor, or relative with the dates your unit will be vacant. Advise them of the names of any other person(s) who may be staying or checking on the unit while you are away so they are not considered unauthorized strangers or people in the development for any illegal purpose. Leave them a contact number, either locally or your vacation number if known.
2. Ask that person(s) to periodically check on your unit for the purposes of minimizing damage if the unit should have water intrusion or the temperature should drop below the recommended (in winter.)
3. Turn off water valve to the hot water heater. Unplug the cord leading to the

- heater so that no power will be supplied in case the tank should become dry
4. Turn off all cold water valves.
  5. Turn off water valves connecting the hoses to the washing machine.
  6. Set the thermostat no lower than 60 degrees.

In the event you experience difficulty in completing these items please call the management office and ask to have someone assist you.

21. To allow for personalization of our homes, additional plants and/or statuary may be added to the planting bed in front of your Unit. Nothing should be placed where it will interfere with the work of the gardeners. Should you choose to plant in the planting bed immediately in front of your unit, the Association will not be responsible for damage, weeding, or maintenance of your plantings. You are responsible for the weeding or pruning to be done to your planting, and to the immediate area. When planting, please be careful not to rupture irrigation lines, sprinkler heads and/or gas lines. Plants must not rest against the wall where they can abrade the paint. No loose or unsecured decorative objects are allowed. This is a concern due to the potential of unexpected storms, and extreme high winds that may develop when you are not at home.

22. Up to three non-plant decorations are allowed in the planting area in front of your unit. They may not be plastic, shiny, create noise, or could become airborne. No loose or unsecured decorative objects are allowed. They could be a weather related hazard to someone or to the property. The height of any solid (cement) objects in the planting area should not exceed 24 inches nor have a combined width and depth of over 30 inches. Cement objects are allowed to be either natural or white. No religious statuary is allowed. No objects of any kind are allowed on the lawn area or in or under the trees

23. Solar cell lights may be used judiciously in individual gardens or walkways, provided they do not conflict with lawn maintenance. They can cause a problem with mowing. They must be removed during the winter season as they may cause problems with snow removal and plowing.

24. Flower pots along the walkway, and on or around the porches, white planter boxes, and hanging planters are acceptable, as long as they do not interfere with lawn maintenance. Shepard's Crooks with hanging baskets are allowable, but you are responsible to see that they will not be a hazard in any kind of severe weather as they can get dislodged by a heavy rain, hail, or windstorm and do significant damage. All flower pots on the driveway, along the walkways and around the porches should be removed during the winter to make it easier for plowing and shoveling.

25. Objects hanging from the walls are allowed only if they are fastened with removable materials. Any nails penetrating the cementitious siding are not allowed at any time as they are detrimental to the integrity of the Unit Wall (which is Association Property). This can allow the siding to admit water, ice, and then crack, causing damage to the interior wall. If you already have decorations attached to the siding, they must be removed and the holes sealed (preferably with silicone). Garage door remote control keypads may be attached to the garage door trim. Thermometers and sending

units for remote thermometers are allowed attached inconspicuously to the PVC trim.

A maximum of three hanging items may be displayed in the porch area of any unit, including one wind chime. One wreath and one sign (not to exceed 100 square inches in area) are allowed on either the front door or adjacent exterior wall. The sign may state: 'Welcome', the family name, the unit number or display a universal welcome symbol such as a pineapple (for example).

26. White non-blinking exterior decorative lighting is permitted only during the time from Thanksgiving to New Year's Day. It is not to be attached in any way to the walls, roof, or gutters. All lighting and wiring, including extension cords, must be U.L. (Underwriter's Labs) rated for outdoor use and is not to be allowed to rest on stairs due to fire hazard. Decorated, lighted, trees are allowed on your porches, and lights outlining porch railings and balusters are allowed. Decorations including lights, trees, reindeers, icicles, ornaments, or other free-standing decorations or statutes are not allowed on the lawn area, trees, in the tree beds, or attached to the roof or gutters. Neon, blinking, or oversized lighted figures are not allowed on the front porch, rear decks, or in the windows. Nails are never allowed as they will leave holes.

27. Furniture is allowed on the front porches, but this is to be white in color. This should be secured against wind shift.

28. The rear porches are also Common Areas, however individual decoration is allowed. Propane Grills are allowed on the deck. Charcoal Grills are not allowed by order of the Hudson Fire Department. Their use could also jeopardize our insurance coverage. Furniture may be of any color or material, and umbrellas are allowed. Everything should be secured when not in use as it can cause damage in a storm. The maintenance of the decks will be done by the Condominium Association, and to this end they will be power washed and uniformly painted on a scheduled basis.

29. The American flag may be respectfully displayed. Other decorative flags are not permitted. The flag should be brought down at dusk, and be secured against any potential high winds. Screws may be used to fasten flag pole brackets to the vertical PVC trim on the porches. They must be long enough that they will not be ripped out by either the wind or the weight of the flag they are supporting. Recommended minimum length is at least one inch. Brackets are never allowed to be fastened to the horizontal trim (crown molding) over the garage doors or on the vertical trim around the garage doors.

30. Flowers, plants, or trees may be contributed to the Common Areas (exclusive of the planting beds immediately in front of the units), by individuals or groups with prior approval of the Board of Governors.

31. Bird feeders are allowed only in the planting area in front of your unit or in the immediate area behind your rear deck, not to intrude on the lawn. They are not allowed hanging from trees.

Requests for variances to these rules will be considered on an individual basis by the Board of Governors upon written submission to the Board. The main issues here are public safety, legal, and insurance documentation, and are for the benefit of all residents. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Governors

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#### Violations of Rules, Regulations and By-Laws

When a written, signed complaint of a violation is received by the Management Office, the Property Manager will make a determination if a violation exists. If it is determined that a unit owner may be in violation of these Rules and Regulations, the Property Manager will notify the Unit Owner by mail, detailing the noncompliance. To avoid penalties, the Unit Owner must:

- a) Correct the non-compliance or, if the non-compliance cannot reasonably be corrected within seven (7) days, inform the Manager in writing prior to expiration of the seven (7) day period, that the non-compliance will be corrected, stating a schedule to do so. If the Unit Owner seeks a correction period longer than seven (7) days, the Manager will turn the matter over to the Board of Governors for determination. The Board may concur with the proposed schedule, or establish a schedule for compliance by the Unit Owner.
- b) Alternatively, the Unit Owner may request a hearing before the Board to either request an exception, or to argue that he or she is in compliance. The decision of the Board to determine compliance, to grant or refuse an exception, and to establish a date for compliance, will be final.

If any non-compliance for any violation of the Master Deed, Rules and Regulations, or Trust Documents is not corrected with the time allowed, the Unit Owner shall be assessed a penalty of \$10.00 (ten dollars) each day until the noncompliance is corrected. No additional notice needs to be sent. A Notice of Assessment, including a final correction schedule, will be sent to the Unit Owner by mail. Assessments will become effective upon expiration of the correction schedule period if a correction has not been effected.

Penalties assessed pursuant to this section shall be due and payable with the next Maintenance Fee and if the non-compliance persists, with succeeding Maintenance Fees. Legal fees and expenses incurred by the Association to enforce this section shall be borne by the Unit Owner.

The Unit Owner shall be charged the fine(s) on behalf of their guests and/or lessees in case of violation.

The Board of Governors, it's agents, or it's management company have the right to remedy any violation and charge the Unit Owner responsible for any expense incurred. Assessed fines that remain unpaid over 60 days, together with all costs and expenses

of collections, including reasonable attorneys fees, will constitute a lien on the Unit as provided by Massachusetts General Law, Chapter 183A

Any Rule found to be invalid does not invalidate any remaining Rule in this document.

These Revised Rules and Regulations are effective as of April 22, 2010 and will remain in force until rescinded or as amended by the Board of Governors.

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EXECUTED under seal this 22nd day of April, 2010.

MAJORITY OF THE BOARD OF GOVERNORS OF THE VILLAGES AT QUAIL RUN  
CONDOMINIUM ASSOCIATION AND NOT INDIVIDUALLY

Robert Freedman (RD)  
Robert Freedman, MD President

Stan Gordon  
Stan Gordon Vice President

Richard F. Ebens  
Rich Ebens Secretary

Evelyn Spears  
Evelyn Spears Member at Large

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 22nd day of April, 2010, before me, the undersigned notary public, personally appeared Robert Freedman, Stan Gordon, Richard Ebens, Evelyn Spears, 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 of my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Board Members of the Governors of the Villages at Quail Run Condominium Association.

Catherine B. Birnbruch  
Notary Public  
Print Notary Public's Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Qualified in the Commonwealth of Massachusetts

