

QUAIL RUN CONDOMINIUM  
CERTIFICATE AS TO RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 266, as may be amended, which contains the By-Laws of the Quail Run Condominium Trust, the organization of Unit Owners of the Quail Run Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 242, as may be amended.

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We, the undersigned, being a majority of the Trustees of said Quail Run Condominium Trust, do hereby certify as follows:

1. The Board of Trustees, acting pursuant to their authority as contained in Article V, Section 1(e) and Article VI, Section 11, of said Declaration of Trust, have adopted the Rules and Regulations attached hereto and incorporated herein in substitution to all previously adopted Rules And Regulations, effective February 9, 1993.

WITNESS our hands and seals this fifteenth day of April, 1993.

*[Signature]*  
SPENCER FLANNERY, Trustee  
of the Quail Run Condominium  
Trust

KAPLAN & EMMER  
20 Melrose Street  
Boston, MA 02116

17820 242

QUAIL RUN CONDOMINIUM  
RULES AND REGULATION

I. USE OF UNIT:

1. No Unit Owner shall do or permit to be done anything in or about his or her Unit which will interfere with the rights, comfort or convenience of other Unit Owners, it being the intent that Quail Run Condominium shall be a residential community wherein all residents shall live in a peaceful, tranquil and noise-free environment
2. No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the condominium property without the prior written approval of the Board of Trustees and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except such as shall have been approved in writing by the Trustees.
3. Each Unit Owner shall keep his or her Unit to which he or she has sole access in a good state of preservation and cleanliness.
4. No Unit Owner shall keep in his or her Unit, garage, carport or storage room any inflammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on the decks or balconies.
5. No animals, birds or pets shall be kept in or about the units or the Common Areas and Facilities without the written consent of the Condominium Trustees, and consent so given may be revoked at any time. If approval is granted, all animals shall be kept on a leash and supervised by the Unit Owner, tenant, guest, or invitee at all times while on the common areas of the property. Pets are not permitted to be leashed to any common areas. Unit Owners, tenants, guests, or invitees are responsible for proper clean-up after their pets. Unit Owners shall be responsible for any damage or injuries caused by their pets.

6. Owners shall not cause or permit anything to be hung, affixed, attached or displayed on the outside of windows, or placed on the outside walls, decks, roofs or doors of a building unless as provided for within the Rules and Regulations and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Trustees.
7. No Unit Owner shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any structure on the property. Unit Owners shall not make any addition, alteration or improvement in or to his or her unit which affects its structure or to any portion of the common areas and facilities to which he or she has the exclusive use without the prior written consent of the Board of Trustees.
8. Residents are responsible for placing securely packaged garbage in the provided barrels located in the trash structures within each cluster. Large items such as cardboard boxes shall be broken down as best as possible and shall be neatly stored in the trash structures out of sight.
9. Unit Owners and tenants are responsible for turning off silcocks (outside water spigots) at the valve inside the Unit and keeping them off during the period of November 1st through April 1st.

II. USE OF COMMON AREAS AND COMMON FACILITIES OF THE CONDOMINIUM:

1. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.
2. Nothing shall be hung from the windows, terraces or balconies, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, terraces or balconies. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on

the common areas or common facilities of the condominium. No accumulation of rubbish, debris or unsightly materials will be permitted in the common areas or common facilities of the condominium except in designated trash storage areas, nor shall common areas or facilities be used for the general storage of personal property except in designated areas.

3. Other than chairs, benches, tables of such number, nature, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on decks, terraces, patios, yard areas, driveways and appurtenances except with the prior written approval of the Trustees.
4. The Condominium shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner or by his or her family, tenants, servants, employees or visitors by their willful or negligent use, misuse or abuse of those systems, or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefor.
5. Use of the conservation land will comply with city and state approved restrictions.

III. ACTIONS OF THE UNIT OWNERS:

1. No noxious or offensive activities shall be carried on in any Unit, including the creation of noise, odor and vibration, or in the common areas or common facilities of the condominium; 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. No Unit Owner shall make or permit any disturbing noises in the building by themselves, their family, their tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners.
2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Woburn and shall indemnify and save the Condominium Trust or other Unit

Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

IV. INSURANCE:

1. Nothing shall be done or kept which will increase the rates of insurance on any of the buildings, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her Unit, or in the common areas or common facilities which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon any building of the condominium or the property contained therein.
3. Any fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

V. MOTOR VEHICLES:

1. No Unit Owner shall park more than two automobiles in approved areas within Quail Run without the prior written consent of the Board of Trustees, and consent so given may be revoked at any time. The approved areas are the garage or carport designated for the Unit and the space in front of such garage or carport.
2. Outside parking areas, including carports, shall be used only for duly registered, passenger automobiles excluding specifically trailers or boats and commercial vehicles unless same are on the premises for business purposes.

3. Repairing of automobiles or other vehicles is not permitted on the common areas or in carports and is limited to the Unit Owner's garage. Trucks, boats, snowmobiles, motorhomes, three wheel RV's, trailers, and campers are excluded from parking anywhere on the common property or in carports with the exception of service and maintenance vehicles while on duty. Unit Owners, tenants, guests, and invitees violating the parking restrictions will be subject to towing.
4. The maximum speed limit throughout the property is 20 miles per hour.
5. No Unit Owner or their guests shall park on lawn areas within Quail Run at any time, nor shall they park in areas which may hinder the view of approaching traffic.

VI. GENERALLY:

1. No part of the common areas or common facilities of the condominium shall be used for other than the purposes for which such part was designated or intended.

VII. COMMON AREA FEES:

1. All monthly fees for common expenses are due and payable on or before the first day of each month. A late charge of \$15.00 shall be assessed on any payment which is not RECEIVED by the Trustees' managing agent on or before the tenth (10th) day of the month.
2. The account of any Unit Owner which remains unpaid for more than 10 days from the first of the month shall be referred to an attorney chosen by the Trustees for collection. All costs of collection, including court costs and attorneys' fees, shall be assessed to the delinquent Unit Owner and shall be collected by the Trustees in the same manner as unpaid common expenses.
3. All individual Unit Owner payments of common expenses shall be applied in the following manner: first to costs of collection, then to late charges, then to past due common expense fees, and last to common expense fees for the current month.
4. Pursuant to Section 5.1(vix) of the Trust, a fine of \$15.00 may be assessed against any Unit Owner who violates, or whose tenants, lessees, agents, guests or invitees violate, any provision of the Master Deed,

the Trust or Rules and Regulations excluding those provisions relating to payment of common expense fees). Each day any such violation continues after notice thereof from the Trustees or their managing agent shall constitute a separate violation, subject to additional fines. (\$15.00 per day/per violation). Fines shall be subject to collection in the same manner as common area fees.

VIII. ADMINISTRATION:

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by the Trustees.
2. Any complaint regarding the management of the condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
3. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.
4. These rules and regulations (including the rules and regulations relating to recreational facilities of the condominium) may, from time to time, be amended, modified, rescinded or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.
5. The Trustees shall from time to time promulgate rules and regulations for the use of recreational facilities of the condominium, the common areas, including conservation land; and any picnic and gardening areas which the Trustees may designate.

*Joseph D. Dale*  
Joseph D. Dale, Trustee  
of the Quail Run Condominium  
Trust

*Thomas J. Kent*  
Thomas J. Kent, Trustee  
of the Quail Run Condominium  
Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 15, 1993

Then personally appeared before me the above-named  
Sally Elkind and acknowledged the foregoing to be  
his/her free act and deed.

*Edward Towill*  
Notary Public  
My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 15, 1993

Then personally appeared before me the above-named  
Joseph Doyle and acknowledged the foregoing to be  
his/her free act and deed.

*Edward Towill*  
Notary Public  
My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 15, 1993

Then personally appeared before me the above-named  
Thomas J. Kent and acknowledged the foregoing to be  
his/her free act and deed.

*Edward Towill*  
Notary Public  
My Commission expires: June 4, 1999