

RULES AND REGULATIONS

Villages at Stow Condominium, Stow, Massachusetts

All Units and the Common Areas and Facilities and Exclusive Use Areas (“EAU Area”) of the Villages at Stow Condominium, as those terms are defined in the Villages at Stow Condominium Master Deed, shall be subject to the following Rules and Regulations, unless otherwise permitted by written instrument executed by the Board of Governors. These Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Board of Governors, however, feels that the Rules and Regulations will not only satisfy the great majority of the occupants of the condominium, but will enhance the experience of all persons living in the Villages at Stow Condominium.

USE OF THE CONDOMINIUM:

No Unit shall be used for any purpose other than as a dwelling for one family (as set forth in Section 9 of the Master Deed).

No business activities of any nature shall be conducted in any Units except that a person residing in any Unit may maintain therein an office for his or her professional use (if permitted by Town Ordinances), but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients or patients.

Unit Owner as set forth herein shall mean the owner of either a Stand Alone Unit or Triplex Unit, as set forth in the Master Deed, and shall be collectively referred to as “Unit Owner” except if designated otherwise.

LEASED UNITS:

Excluding Units owned by the Declarant, no Unit shall be rented, let, leased, or licensed for use or occupancy by other than the Unit Owner(s) thereof without the prior written approval of the Board of Governors and provided that such lease or occupancy agreement (a) is for a period of at least one year, (b) is for the entire Unit (unless specifically authorized by the Board of Governors), and (c) specifically provides that such lease or occupancy agreement is subject in all respects to the provision of the Master Deed, the By-Laws, and Rules and Regulations; provided, however that the restrictions in this clause shall not apply to any institutional first mortgage lender in possession of any Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

- (a) All Unit Owner(s) who do not reside in the Unit(s) shall register with the Board of Governors and condominium management company (if applicable) the names addresses, and phone numbers of tenants in each Unit owned by the Unit Owner(s) within seven (7) days of commencement of the lease for said Unit(s).
- (b) All Unit Owner(s) who do not reside in the Unit(s) are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- (c) All Unit Owners who do not reside in the Unit(s) shall protect the rights of other Unit Owners (or their tenants, if applicable) who reside in units adjoining the Unit(s) being rented, by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.
- (d) The Board of Governors reserves the right to require separate damage deposits for Unit(s) being rented, to be held in escrow by the Board of Governors.

The Board of Governors reserves the right to review any proposed lease or occupancy agreement of any Unit(s) (excluding those owned by Declarant) and to approve or disapprove of

the proposed lease or occupancy agreement, in its sole discretion. Pursuant to Massachusetts Law, The Board of Governors shall not make any inquiry concerning the race religions creed, color, national origin, sex, age (except if a minor), ancestry, or marital status of the applicant, or concerning the fact that the applicant is a veteran or in the armed forces, or is blind. No Unit Owner may lease a Unit to any lessee(s) who have not been approved by the Board of Governors.

PETS:

Unit Owner(s) may keep pet(s) under the following conditions:

- (a) Unit Owner(s) shall be entitled to keep two (2) pets, either cats or dogs (under 50 pounds each) per Unit. Should the pet or pets become a nuisance, in the sole view and discretion of the Board of Governors, then the Board of Governors will give a written warning to the Unit Owner for a first offense; a written notice for a second offense, together with the imposition of a \$500 fine for such offense; and if a notice of third offense is given, the Board of Governors may, in their sole discretion, impose a fine of \$1,000 for such offense or require the Unit Owner immediately remove the pet(s) from the Condominium premises (including the Unit), or both. The Board of Governors will provide such notices except in the event that the pet(s) has caused personal injury or damage to property in excess of \$2,000, in which event the Unit Owner shall immediately remove the pet(s) from the Condominium premises and the Unit. Such monetary penalties shall be in addition to any costs or expenses to repair any damage caused by the pet(s).
- (b) Pets shall be suitably leashed whenever they are on the Condominium premises outside the interior of any Unit and the Board of Governors shall have the right to require the owner of any animal to clean up after it, repair any damage caused by it, and/or to remove or require the removal from the Condominium premises, as detailed above.

- (c) Pets shall not be confined to Common Areas or EUA areas by chains, anchors, ropes, electronic fencing devices, or the like No Unit Owner shall maintain a breeding or boarding kennel for dogs, cats or other animals.
- (d) Unit Owners agree that their pets shall be allowed to relieve themselves in designated areas only, and that the Unit Owner(s) will scoop droppings off Common Areas or EUA Areas for proper disposal. The Unit Owner(s) of a pet assume(s) full liability for all damages caused by such pet, whether to persons or property, or to the Condominium Association. All dogs must be licensed by the proper authorities. The Unit Owner(s) is/are responsible for getting pets properly inoculated.

APPEARANCE:

There shall be no parking of baby carriages or play pens, bicycles, wagons, toys, vehicles (including recreational vehicles and boats), benches, or chairs on any part of the Common Areas or EUA Areas, except that roads, parking areas, and driveways may be used for their normal and intended purposes of parking Unit Owners' automobiles. Boats shall be parked in the garages only and the size of said boat shall not interfere with the Unit Owner's ability to properly close such garage.

Nothing shall be altered or constructed in, or removed from the Common Areas except upon written consent of the Board of Governors.

The Common Areas or EUA Areas shall not be decorated or furnished by any Unit Owner in any manner, except as provided in the Master Deed, without the prior written consent of the Board of Governors.

The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, no awning, screen, banner, antenna, satellite dish, or sign and no exterior change, addition structure, projection decoration, or other feature shall be erected or placed upon or attached to any exterior portion of any Unit, except that the American Flag may be displayed provided that proper protocol is followed. No addition to, or change, or replacement of any exterior light, doorknocker, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window. All window and door treatments facing the front of any building must be white in color or lined in white so as to appear white from the exterior.

Unit Owner(s) will not be allowed to put names on any Building or Common Area or EUA Area, except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively.

No sign shall be displayed or erected on any Unit or EUA, except for name and number signs identifying the owner of the Unit or the street number and shall be not more than two (2) feet in area. One temporary sign pertaining to the sale of the premises is permitted.

No clothes, clotheslines, laundry, or any other kind of articles shall be hung out of the Units. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such a manner as the Board of Governors may direct; Board of Governors shall be negotiating on behalf of Association agreements for trash pick up with a single contractor. Individual unit owners shall decide the frequency of when collections shall occur and shall pay for pick up directly to selected single contractor. In all cases, garbage and refuse shall be held in the Unit Garage until day of pick up, unless other storage, such as dumpster storage, is provided. Trash receptacles must be returned to the garage or rear yard within ten (10) hours of trash pickup.

No repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, but expressly excluding trucks (which term shall not include an SUV used for non-commercial purposes), motorcycles, panel vans, boats, and trailers. Certain commercial vehicles, pending size and style may be allowed with prior written consent of the Board of Governors. Notwithstanding the foregoing, in cases of emergency, commercial vehicles may be parked within the Condominium. No Unit Owner shall park more than three (3) motor vehicles per Unit within the Condominium. There shall be no parking of motor vehicles of any type or kind on the Condominium roadways or guest parking areas.

In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing, or in the case of unregistered vehicles, the Board of Governors is authorized to allow the towing of the non-complying vehicles at the sole expense of the owners of such vehicles or the Unit Owner(s) where such vehicles are kept..

The Unit Owner shall have the exclusive right and easement to use and maintain a vegetable garden adjacent to each Unit, if so designated, and which shall be screened from sight of abutting Units and shall not be visible from any of the roadways. Vegetable gardens shall not be permitted in a Tri-Plex EUA Unit. Provided however, if the Unit owner fails to maintain the garden, the Association may maintain the garden, at the sole expense of the applicable Unit Owner.

"For Sale", "For Rent", "For Lease", signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein. The right is reserved by the Declarant (Stow Villages, LLC), or its Agents to place "For Sale", "For Lease", or "For Rent" signs on any unsold or unoccupied Units or on any part of the Common Areas on the Buildings.

REPAIRS:

All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units, in accordance with provisions with respect thereto from time to time promulgated by the Board of Governors and as set forth in the Master Deed.

Each Stand Alone Unit Owner shall have the obligation, at his or her sole cost and expense, to maintain the exterior of his or her unit, including the grounds, driveway and landscaping in the EUA Area corresponding to the number of the unit shown on the Condominium Plans referenced to in the aforesaid Master Deed and the Deed to the Unit Owner, in the best of standards, which maintenance shall include regular painting when necessary, snow and ice removal, and any repair or replacement to the Stand Alone Unit as may be necessary, as set forth in the Rules and Regulations, at all times, and in the event of failure to do so, the Board of Governors shall perform said maintenance and charge said Unit Owner.

Each Tri-Plex Unit Owner shall have the obligation to perform general and regular cleaning and maintenance on the exterior of his Unit such as snow and ice removal, sweeping, lighting upkeep, and debris removal, but shall have no obligation for mowing or other landscaping or for painting, repair or replacement of the Common Areas, including the building envelope, the decks and the driveway which shall be performed by the Association in order to insure uniformity of colors and other appearances.

The agents of the Board of Governors or the managing agent, and any contractor or unknown authorized by the Board of Governors or the managing agent, if any, may not enter any Unit without scheduling time with Unit Owner (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

QUIET ENJOYMENT:

No offensive activity such as yard/garbage sales or retail sales of any kind shall be carried on in the Common Areas, 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 by himself, his family, servants, employees, agents, visitors, lessors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners.

INSURANCE AND SAFETY:

Nothing shall be done or kept in any Unit that will increase the rate of insurance on the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Governors. No Unit Owner shall permit anything to be done, or kept in his unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law.

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.

COLLECTION OF OVERDUE COMMON AREA FEES:

The Board of Governors may impose a late charge of One hundred dollars (\$100.00) if any annual assessment, monthly installment, fine or late charge, interest or legal fees (the "assessment") is not received by the fifteenth (15th) day of the month when due, the Board of Governors may impose additional late charge of not more than One hundred dollars (\$100.00) per month until payment in full is received.

If the Unit Owner is in default of the payment of an assessment for a period of more than sixty (60) days, the Board of Governors may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Board of Governors shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall occur first.

VIOLATIONS:

Violation of any Rule or Regulation, or breach of any provision of the By-Laws, Master Deed or of the offending unit owner's Unit Deed, shall give the Board of Governors the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Board of Governors shall have the power to levy fines against unit owners or residents for such violations. No fine may be levied for more than five hundred dollars (\$500.00) for any one (1) violation (except as to pets), but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the Unit Owner(s) or residents involved as if the fine were Common Area charges owed by the particular Unit Owner(s). In the case of persistent violations by a Unit Owner or resident, the Board of Governors may require the noncompliant Unit Owner(s) to post a reasonable bond to secure adherence to said Rule and Regulation, By-Laws, Master Deed or the Unit Deed.

Any unit owner or resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the By-Laws, Master Deed or the Unit Deed (as the same may be amended from time to time), or is responsible for any such violation, shall pay all costs and expenses incurred by the Condominium Association, including, without limitation, reasonable attorney's fees, in conjunction with the enforcement of the Rules and Regulations, By-Laws, Master Deed or the said Unit Deed.

RIGHT TO HEARING:

Any Unit Owner aggrieved by any fine or penalty imposed by the Board of Governors shall have the right to a hearing before the Board of Governors, provided, however, that the Unit Owner requests a hearing in writing within ten (10) days of the Board's act or action which forms the basis of the Unit Owner's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the Unit Owner requests in writing that the hearing be open to all other Unit Owners.

MISCELLANEOUS:

Damage by fire or accident affecting the Unit, Common Areas or Facilities will be promptly reported to the Condominium Association immediately following the occurrence thereof.

The use of Units by Unit Owners, or any occupant, or any member of his family, or his agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and the sole risk of the respective Unit Owners, and neither the Board of Governors, the Declarant, nor their respective agents, servants, employees, successors, or assigns shall bear any responsibility thereto.

There shall be no obstruction of the Common Areas nor shall anything be stored in or on the Common Areas without the prior written consent of the Board of Governors.

CONSENT:

If any provision of these Rules and Regulations requires consent of the Board of Governors, such consent may be withheld in the sole discretion of the Board of Governors. Any consent or approval given under these Rules and Regulations may thereafter and at any time be added to, amended, or revoked.

SEVERABILITY:

If any rule of regulation, or any portion of any rule or regulation, is found to be invalid or unenforceable by a Court of competent jurisdiction, such invalidity or unenforceability shall not void or invalidate the remainder of or remaining portions of these Rules and Regulations.

ADDITIONAL COVENANTS:

The covenants as set forth in Article 9. RESTRICTIONS ON USE OF UNITS; RESTRICTIVE COVENANTS of the Master Deed are incorporated herein and made a part hereof.

AMENDMENTS:

The Board of Governors may amend these Rules and Regulations at any time, and from time to time, as provided in the Master Deed and By-Laws.

Witness my hand and seal this 24th day of October, 2006.

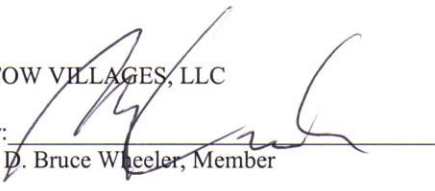
VILLAGES AT STOW CONDOMINIUM
ASSOCIATION, INC.

By: 

D. Bruce Wheeler, President and Treasurer

BOARD OF GOVERNORS

STOW VILLAGES, LLC

By: 
D. Bruce Wheeler, Member