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**TADMUCK MEADOWS
CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this 4TH day of APRIL, 2013, by Tadmuck Partners, LLC, a Massachusetts limited liability company having a mailing address of One Bridgeview Circle, Tyngsboro, MA 01879 (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - NAME OF TRUST

The trust created hereby shall be known as "TADMUCK MEADOWS CONDOMINIUM TRUST".

ARTICLE II - THE TRUST AND ITS PURPOSE

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A"), for the purpose of managing and regulating Tadmuck Meadows Condominium (hereinafter the "Condominium"), established by a Master Deed of even date herewith (hereinafter as the same may be amended from time to time of record, the "Master Deed") executed by Tadmuck Partners, LLC (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in paragraph 15 of the Master Deed) and recorded with the Middlesex North District Registry of Deeds (the "Registry of Deeds").

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and

dispose of the same, exclusive of the common areas, and to receive and/or distribute the income and/or principal thereof for the benefit of the owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in **Exhibit C** to the Master Deed and made a part hereof, which interest is equal to the percentage of undivided ownership of the Common Areas and Facilities of the Condominium as said percentage individual ownership interest may be amended from time to time.

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees; Term of Office; Qualifications.

There shall be a Board of Trustees hereunder consisting initially of one (1) Trustee so chosen is the Trustee named herein: Tadmuck Partners, LLC. Any vacancy in the office of a Trustee appointed by the Declarant shall be filled by the Declarant. The Term of said trustees shall expire upon the "Turnover Event" as specified below.

The annual meeting for the Unit Owners shall be held on the last Wednesday of March. The Turnover Event shall be no later than the later of the following events: (i) the date no sooner than when seventy-five percent (75%) of the Units are conveyed by the Declarant (which shall include all possible units to be phased as set forth in Paragraph 17 unless the Declarant records at the Registry of Deeds a statement of abandonment of the remaining units) or (ii) seven (7) years from the date of conveyance of the first Unit in the Condominium by the Declarant. There shall be not more than two (2) Trustees and the Declarant (and not the other Unit Owners) shall be entitled to designate, remove and re-designate the Trustees.

Notwithstanding anything to the contrary in this Trust, during the time the Declarant is entitled to designate the Trustee, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Declarant may be filled by an instrument executed by Declarant and recorded at the Registry of Deeds stating the new Trustee's name and business address and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged. The Declarant's rights under this Section 3.1 shall inure to the benefit of any successor to the Declarant's interest in the Condominium. No later than one (1) year following conveyance of the last Unit by the Declarant, the Trustees shall be elected by a majority vote of Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder. In the event no person shall receive a majority vote on the first ballot the two candidates receiving the highest vote shall have a runoff election and the person receiving a majority of the votes cast in said runoff election shall be the elected trustee. No later than one year following conveyance of the last Unit by the Declarant, the Board of Trustees shall consist of not less than three (3) nor more than five (5) Trustees and the Trustees shall hold such terms as may be established by the Unit Owners.

Whenever a vacancy occurs by resignation, death, removal or the end of a term of a Trustee the remaining Trustees shall call a special meeting to fill such vacancy within sixty (60) days of the occurrence of such vacancy.

Notwithstanding anything to the contrary in this Trust, those Trustees appointed or selected by the Declarant as aforesaid shall resign no later than one year following conveyance

of the last Unit. The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association ("FNMA") and the Federal Housing Administration ("FHA"), necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose "control" means the right of the Declarant to control the Trust or its Trustees, the Condominium itself or the Unit Owners in any manner except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold Units.

3.2. Quorum. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum is a majority of the then elected Trustees.

The Trustees may also act without a meeting by instrument signed by a majority of their number.

3.3 Resignation. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds.

3.4 Bond. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

3.5 Self-Dealing. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason

of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

ARTICLE IV - BENEFICIARIES BENEFICIAL INTERESTS AND VOTING POWER

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, which shall be identical to the Unit's percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C to the Master Deed.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the condominium shall be held as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall (a) determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one such Owner or other person for such purposes.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have one vote per unit except where the condominium statute provides otherwise, then the voting power in the affairs of the Condominium shall be equal to the percentage of undivided beneficial interest appertaining to his Unit as set forth in Exhibit C to the Master Deed.

ARTICLE V - BY-LAWS

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties.

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect the assessments for common expenses referred to in Section 5.4 hereof.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4 To obtain all policies of insurance required by these By- Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium, provided that except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.6.5 and/or 5.6.1 (b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements and/or rights and easements for the public purposes consistent with the intended use of the Common Areas and Facilities, or Exclusive Use Areas without the prior authorization of Unit Owners holding at least 50% of the total voting power of the Unit Owners hereunder and of at least two thirds (based on one vote for each first mortgage owned) of all first mortgagees of record of Units in the Condominium.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Unit Owners and mortgagees of the Units and to

prepare periodic financial reports and accounts as may be reasonably required by the Unit Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.

5.1.12 To establish committees from among the Unit Owners, define their powers and duties and appoint and remove their members.

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under and over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustee deem necessary or desirable.

5.1.15 To review and approve (a) certain modifications to the Building(s) as referred to in subparagraph 9(b) of the Master Deed; (b) the modification, removal and installation by a Unit Owner of certain interior walls within his Unit pursuant to subparagraph 9(b) of the Master Deed; or any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities or Exclusive Use Areas and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

5.1.16 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust;

- (b) The power to establish, levy and assess the assessments or charges for common expenses;
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations; or
- (d) The powers and duties described in Sections 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15 and 5.1.16 above.

5.2 Maintenance and Repair of Units and Limited Common Areas and Facilities.

5.2.1 Each Unit Owner shall be responsible for the property maintenance (including interior painting), repair and replacement of his Unit and those utility fixtures and installations including heating, hot water and air conditioning equipment and systems serving his Unit, excluding common areas. Unless otherwise modified by written agreement of a Unit Owner with the Trustees or by general policy adopted by the Trustees, each Unit Owner shall be responsible for the proper maintenance, repair and replacement of any improvement made by Unit Owner in or to his Exclusive Use Area, IF ANY (i.e., that area designated as part of the Exclusive Use Areas appurtenant to his Unit). Each Unit Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit and/or the Exclusive Use Areas appurtenant thereto are in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit and/or the Exclusive Use Areas appurtenant thereto or any fixtures, furnishing, facility or equipment therein are hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, then the needed maintenance, repair or replacement or removal of the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency or serious inconvenience as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit and its Exclusive Use Areas for such purpose; and the cost of such work shall constitute a common expense chargeable to such Unit Owner and shall be payable by such Unit Owner to the Trustees on demand. The Trustees shall also have the aforesaid rights to perform needed maintenance, repair or replacement work for the account of a Unit Owner in the manner herein provided if any part of the Exclusive Use Areas which the Unit Owner is responsible for maintaining and repairing is, in the reasonable judgment of the Trustees, in such need of maintenance or repair that it is unsightly or in such condition as adversely affects the use and enjoyment by other Unit Owners of their Units or any part of the Common Areas and Facilities.

5.2.3 The Declarant, until the Turnover Event as defined in Paragraph 9 of the Master Deed, and the Condominium Trust thereafter, shall be responsible for the repairing and maintaining the on-site storm water management facilities, including detention basins; ensuring the roadways, private driveways, sidewalks and parking areas are kept clear at all reasonable times and that snow is appropriately stored on or removed from the premises; snow plowing; landscaping; trash

removal and recycling; surface and building exterior lighting, including, but not limited to, ensuring that any building and surface exterior lighting shall be shielded in such a way that there will be no unreasonable glare into the neighbors' houses, abutting properties, and no interference with vehicular traffic; operating and maintaining all common area improvements; repairing and maintaining the on-site septic and wastewater treatment system and auxiliary power supply and water distribution and fire suppression and sprinkler system and other services and improvements within the Condominium, however common fees and expenses may be charged to Unit Owners prior to the Turnover Event to cover the operation and maintenance of Common Areas and Facilities. Furthermore, the Trust shall be responsible for all such inspections, operations, maintenance, repairs, and replacement of Common Areas and Facilities and services as are more particularly set forth in the Master Deed.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Condominium Trust shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, subject to the provisions of Section 5.2 hereof with respect to certain Exclusive Use Areas and also subject to the provisions of Section 5.6 hereof with respect to repairs and replacements necessitated because of casualty loss or a taking under the powers of eminent domain. A majority of the Trustees or the Manager, or any others who may be designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4 hereof; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit and/or the Exclusive Use Areas appurtenant thereto which he is responsible to maintain and repair, the expenses of such maintenance, repair and replacement may be charged to the particular Unit Owner as a common expense by the Trustees and it shall be payable to the Trustees on demand.

As set forth in the Comprehensive Permit in Paragraph 10 (d) on page 10, "it is the intent of the [Town] and the [Declarant] that the Condominium Association shall maintain the buildings, landscaping and other improvements within the development in a reasonable manner consistent with the standard of care customary in similar luxury condominium complexes in the greater Westford Area.

5.3.1 The Trustees shall have the obligation and duty to treat each of the units in the Condominium with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of the Condominium, so that each Unit's common elements shall be equally well maintained.

The Declarant shall be responsible for the installation, operation, maintenance, repair and replacement of all of the Common Areas and Facilities and services until a date no sooner than when seventy-five percent (75%) of the Units are conveyed by the Declarant or seven (7) years from the date of conveyance of the first Unit in the Condominium by the Declarant (hereinafter the "Turnover Event"), however common fees and expenses may be charged to Unit Owners prior to the Turnover Event to cover the operation and maintenance of Common Areas and

Facilities. Thereafter, such Common Areas and Facilities and services shall be conveyed to the Condominium Trust and such operation and maintenance including, but not limited to, the following shall be the responsibility of the Condominium Trust:

- i. repairing and maintaining the on-site stormwater management facilities, including detention basins, retention ponds;
- ii. ensuring the roadways, private driveways, sidewalks and parking areas, are kept clear at all reasonable times and that ice and snow is appropriately stored on or removed from the Premises;
- iii. ice treatment and removal and snow plowing, storage and removal;
- iv. landscaping, including maintaining a landscape buffer zone, which meets National Grid's specifications, for the area near the Reinsway Circle neighborhood;
- v. trash removal and recycling and that no outside dumpster is located on the Premises;
- vi. maintaining surface and building exterior lighting, including, but not limited to, ensuring that any building and surface exterior lighting shall be shielded in such a way that there will be no unreasonable glare into the neighbors' houses, abutting properties, and that the parking area lighting shall be ground level lighting and no interference with vehicular traffic;
- vii. operating and maintaining all common area improvements;
- viii. repairing and maintaining the on-site septic and wastewater treatment system and auxiliary power supply;
- ix. maintaining the water distribution system;
- x. maintaining the fire suppression and sprinkler system and an attached heated enclosure for sprinkler protection; and
- xi. maintaining all signage in conformance with the approved sign plans, including signs to promote sales, and compliance with the Town's Zoning By-laws.

5.4 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Exhibit C to the Master Deed, provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Affordable Units shall constitute a percentage of beneficial interest in the Trust that shall be in proportion to the initial price of the Affordable Units to the sum of the initial prices of the Affordable Units and Market-Rate Units. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Sections 5.6 and 5.7, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

At the first closing for each unit, the purchaser shall pay a sum equal to two (2) months condominium fees; said sum shall be deposited into the capital reserve account of the trust and is non-refundable. Initial condominium fees for the Affordable Units shall be approved by the Town of Westford's Zoning Board of Appeal at the time of establishment of the initial sales prices of the Affordable Units.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in **Exhibit C** to the Master Deed, as the same may be amended), and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their sole discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A.

5.4.2 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. Subject to the provisions of Section 5.25 hereof, the Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit, together with its Appurtenant Interests (as defined in paragraph 5.24 hereof) at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant thereto). A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.3 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.4.4 Within ten (10) calendar days after receiving an appropriate written request from a Unit Owner, a purchaser of a Unit under a contract of sale or a Unit mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed One Hundred Fifty Dollars (\$150.00) (or the equivalent of \$150.00 in 2010), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed by both of the

Trustees of the Trust who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate. The Trustees may authorize an agent (including a management company) to execute and deliver 6(d) Certificates.

5.4.5 With respect to common expense assessments which are payable in monthly installments, a Unit Owner may, by arrangement with his mortgage bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such an arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.5 Insurance.

The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense): (1) such insurance shall cover all perils which are covered by the so-called standard "all-risk" endorsement, with Agreed Value Replacement Cost, insuring all portions of the buildings, including the Common Areas and Facilities of the Condominium, and all of the Units but not including carpeting, drapes, furniture, furnishings or other personal property supplied to or installed by Unit Owners, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the current replacement costs of the Buildings, Common Areas and Facilities, and Units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. If appropriate, Inflation Guard and Construction Code coverage should be written. The named insured shall be "Tadmuck Meadows Condominium Trust, for the use and benefit of the individual Unit Owners and Unit mortgagees"; (2) worker's compensation insurance; (3) Commercial General Liability insurance covering all Common Areas and Facilities including the emergency access road, and any other areas under the supervision of the Trustees in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both Bodily and Personal Injury and Property Damage, of not less than Two Million Dollars (\$2,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners; (4) Fidelity Insurance in blanket form for all officers, directors, Trustees, employees and volunteers of the Trust whether or not they receive compensation for their services (Independent Property Managers shall be added to the Association's fidelity bond as "designated agents" and the Association shall thereby be covered for the Manager's activities and the total amount of fidelity bond coverage shall not be less than three (3) months' aggregate assessments plus reserve funds); and (5) such other insurance as the Trustees may determine. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Insurance Trustee for each Unit Owner and the holder of each Unit's

mortgage. Each Unit Owner, accepting delivery of his Unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Trustees shall periodically reevaluate the amount of liability insurance to be carried by Section 5.5(3) to the end that the limits of such insurance shall not be less than the amounts specified in said Section 5.5(3).

All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Trust, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of Units, and recovery thereafter shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units and shall include a Special Condominium Endorsement (so-called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code Endorsements shall be required if available. A certificate of insurance, showing the amount of insurance, shall be issued to the Owners of each Unit and the original or a certificate thereof, shall, upon request, be delivered to the mortgagee of each Unit. The Trustees should periodically obtain an independent appraisal or insurance company appraisal of the full replacement value of all portions of the Buildings, including all of the Units and all of the Common Areas and Facilities, and additions, alterations and improvements, without deduction for depreciation, for the purpose of determining the property amount of property insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined.

Subject to the provisions of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all Units.

Property claims can only be made through the Trustees or if so designated, their Property Manager.

The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 5.5 shall be a Common Expense of the Condominium.

Any such insurance obtained and maintained by the Trustees pursuant to the provisions this Section 5.5 may have a deductible amount to be determined from time to time by the Trustees, who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the Trustees shall have the right to assess the deductible to the Unit Owners as the Trustees may, in

their sole discretion, determine including, but not limited to, assessing the deductible to the Unit Owners who sustain property damage to their Unit.

In the event of property damage to a Unit or Units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for the same.

If a Unit Owner sustains property damage in amounts less than the Condominium Trust's deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a Unit in an amount less than the deductible, and no Unit Owner shall file a claim with the Master Insurance agent or carrier.

Each Unit Owner shall carry insurance at their own expense and for their own benefit insuring, inter alia, his furniture, furnishings and other personal property located within their respective Units or its appurtenances, loss assessment coverage, insurance in an amount sufficient to cover the Unit Owner's responsibility for the Master Policy's deductible established by the Board of Trustees and for such amount that is not covered by the Trust's Master Policies, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the insurance replacement cost of which exceeds One Thousand Dollars (\$1,000.00), and such Unit Owner shall pay to the Trustees, in the Trustees' discretion, as an addition to his share of the Common Expenses of the Condominium otherwise payable by such Owner any increase in insurance premium incurred by this Trust which results from such improvement.

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such insurance.

5.6 Rebuilding, Restoration and Condemnation

5.6.1 In the event of damage to or destruction of the Common Areas and Facilities as a result of fire or other casualty or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed, the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

In the event of a condemnation or casualty in the event that the Affordable Unit is not rebuilt or is rebuilt and there are excess proceeds available above the resale price of the Affordable Unit as

determined pursuant to the terms of the Deed Rider, shall be given to the Town to be used for the creation or retention of affordable housing in the Town. There shall be no amendment to this provision in the Master Deed or Condominium Trust

In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas and Facilities and the Units, the proceeds will be first allocated to the cost of repairs to the Common Areas and Facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Areas and Facilities the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. Notwithstanding this provision, the Board of Trustees reserves the right to assess all costs associated with all insufficient proceeds, whether to Common Areas or to Units, to the Unit Owner of the affected Unit and not as a Common Expense.

Notwithstanding this provision, the Board of Trustees reserves the right to assess the deductible to the Unit Owner pursuant to these By-Laws.

Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Fifty Thousand Dollars (\$50,000.00), then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the Buildings and Common Areas and Facilities and the Units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

Subject always to the prior rights of the Unit mortgagees, if there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund, or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the Common Areas and Facilities.

Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten percent (10%) of the value of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units prior to the casualty and: (a) if seventy-five percent (75%) of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General laws; or (b) if seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a Common Expense; provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium including all parts of the Buildings and the Common Areas and Facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof, as approved by the Court. The cost of any such purchase shall be a Common Expense.

Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the costs in excess of available insurance proceeds for restoring or repairing any damages to any Unit or the Common Areas and Facilities, which is caused by the failure of the Unit Owner to so maintain his Unit as set forth hereunder and/or the Unit Owner's negligence, shall be assessed solely to the said Unit Owner. Further, in the event the Unit Owner's claim does not exceed the Condominium Trust's deductible on its insurance policy, said Unit Owner shall be required to submit said claim of loss under the Unit Owner's policy before making any claim against any other Unit Owner or the Trust based on negligence or any other theory of liability.

5.6.2 Condemnation

If more than ten percent (10%) in value of the Condominium is taken under the power of Eminent Domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these By-Laws and the provisions of Chapter 183A, Section 17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who do not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking, any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the Common Areas and

Facilities as shall be just and equitable. In the event of a condemnation or casualty in the event that the Affordable Unit is not rebuilt or is rebuilt and there are excess proceeds available above the resale price of the Affordable Unit as determined pursuant to the terms of the Deed Rider, shall be given to the Town to be used for the creation or retention of affordable housing in the Town. There shall be no amendment to this provision in the Master Deed or Condominium Trust.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trustees in any related proceedings, negotiations, settlements or agreements, and each Unit Owner shall be deemed to have appointed the Trustees as attorney-in-fact for this purpose. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Areas and Facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit mortgagees, in the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Areas and Facilities.

5.7 Improvements.

If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the Common Areas and Facilities, the cost of such improvement shall be borne solely by the Owners so agreeing.

Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the Common Areas and Facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including Buildings and the Common Areas and Facilities and the Units, any Unit Owner not so agreeing may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

5.8 Determination of Trustees Subject to Arbitration. Notwithstanding anything contained in this Trust (a) in the event that any Unit Owner shall by notice in writing to the Trustees dissent from any determination, action or inaction of the Trustees, or in the event of an inability of the Trustees to act as a result of a deadlock vote and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by each of the Trustees, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the then rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated therewith.

5.9 Design Review and Procedures.

5.9.1 No Unit Owner shall make any addition, alteration or improvement in or to his Unit which could affect the structural integrity of the Building(s) or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9 and shall conform to the conditions set forth in this Section 5.9, and shall comply with the terms and conditions of the Town of Westford (the "Town") Zoning Board of Appeals (the "ZBA") Decision on the Application for Comprehensive Permit dated October 24, 2006 as modified on October 30, 2006, and recorded with the Middlesex North District Registry of Deeds (the "Registry of Deeds") in Book 20712, Page 132, as further modified on June 16, 2010 by instrument recorded with the Registry of Deeds in Book 24172, Page 183 (as the same may be further modified and amended from time to time, collectively hereinafter referred to as the "Comprehensive Permit"). Notwithstanding the foregoing, no Unit Owner shall make any alteration or addition to his/her unit which would constitute an additional bedroom. Also, no Unit Owner shall undertake any work or activity described in subparagraph 9 of the Master Deed or in Section 5.7.2 of this Trust and By-Laws, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9 and shall conform to the conditions set forth in this Section 5.9 and the provisions of the Comprehensive Permit.

5.9.2 The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually and collectively referred to as the "Proposed Work") which are subject to the approval procedures and conditions of this Section 5.9:

(a) Prior to the commencement of the Proposed Work:

(i) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 5.9. Such plans and specifications shall be in such detail as the Trustees may reasonably request, and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by Trustees;

(ii) The Unit Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to evaluate the Proposed Work;

(iii) The Trustees shall have given their written approval of the Proposed Work;

(iv) The Unit Owner involved and/or his contractor(s) shall have obtained and delivered to the Trustees such policies of casualty, public liability, workman's compensation and other insurance insuring the Trustees, the Unit Owners and such other persons as the Trustees may designate against such risks of loss and in such amount of coverage as the Trustees shall reasonably determine to be

appropriate under the circumstances. Such policies of insurance may include a "Builder's All-Risk" policy, so-called; and

(v) The Unit Owner involved shall have obtained and delivered to the Trustees such security running to the benefit of the Trust, as the Trustees may reasonably require, so as to assure that the Proposed Work is duly, satisfactorily and expeditiously completed. Such security may take one or more of the following forms, as approved by the Trustees, who shall determine whether the amount, form and substance thereof is satisfactory:

- a. Deposits of cash or negotiable securities;
- b. Letters of Credit;
- c. Performance bonds and/or guarantees; or
- d. Such other types of security as the Trustees shall determine to be adequate and appropriate for the purpose.

(b) The Proposed Work shall be performed expeditiously in a good and workmanlike manner in full compliance with all applicable Federal, State and local laws, ordinances, codes, bylaws and rules and regulations, including those relating to zoning, building, health, safety and sanitation; and all necessary permits required for the work, including a building permit (if required by law), shall be duly obtained and complied with.

(c) The Proposed Work shall also be performed in full compliance with all conditions and requirements imposed by the approval(s) therefor granted by the Trustees.

(d) No materials, supplies, equipment, tools or other items associated with the Proposed Work shall be stored or left overnight in or upon any of the Common Areas and Facilities without the prior written authorization of the Trustees.

5.9.3 By reviewing and approving a Unit Owner's Proposed Work, the Trustees are not undertaking nor shall they thereby assume any liability or responsibility for the structural or other soundness of the Proposed Work; and each Unit Owner for himself, his family and all others claiming by, through or under him, including all guests, lessees, tenants, licensees and other occupants of his Unit, hereby irrevocably releases each of the Trustees from any and all liability on account of any errors or defects in or failures or omissions with respect to the plans and specifications for and/or construction implementation of the Proposed Work. In addition, each Unit Owner who performs the Proposed Work or has the Proposed Work performed for him agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees and all other Unit Owners from and against all loss, liability, damage and expense, including court costs and attorneys' fees, resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, on account of the Proposed Work.

5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designated to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities.

The Trustees shall have the power to enforce the Master Deed, these By-Laws and the rules and regulations adopted pursuant hereto, and shall have the power to levy fines against the Unit Owners for violations thereof. No fine may exceed one hundred dollars (\$100.00) (or the equivalent of \$100.00 in 2013) for any one violation, but each day a violation continues after notice shall be considered a separate violation.

Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations and shall have the right to bring an action against such Unit Owner to enjoin him from such course of conduct. The Unit Owner shall be responsible for all reasonable costs and expenses incurred by the parties in connection with any action so taken.

5.11 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof not delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

5.12 Meetings.

5.12.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairman, Treasurer and Secretary (Treasurer and Secretary shall be the same person). Other meetings of the Trustees may be called by the Chairman provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three days before such meeting to both of the Trustees.

5.12.2 There shall be an annual meeting of the Unit Owners on the last Wednesday in March, of each year, commencing with the Turnover event set forth in this Trust, at 7:30 p.m. at the condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. At

the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. If quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the original called meeting.

5.13 Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owners by leaving such notice with him at his Unit in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.14 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of his interest in his Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 P.M. on the day next proceeding the day on which notice of a meeting of the Unit Owners is given.

5.15 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers;
- (e) Report of Trustees;
- (f) Report of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of Trustees (when required);

(l) Unfinished business; and

(j) New business.

5.16 Voting at Meetings. At all meetings of Unit Owners, all Owners may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Unit involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of his Unit. A proxy may be revoked by notice given by any Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, and a Secretary. Any one Trustee may hold more than one office.

5.17.2 Election and Qualification. The officers shall be selected by Trustees at their regular annual meeting. If said meeting is not held or in the event of resignation, removal or decrease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers shall hold office for as long as he or she owns a unit within the condominium.

5.17.4 Resignation. Any officer may resign at any time by written notice to the Chairman or the Secretary, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.17.5 Vacancies. A vacancy in any office may be filled by a majority vote of the then Trustees. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

5.17.6 Chairman. The chairman shall reside at all meetings of the Trustees and of the Unit Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.17.7 Secretary and Treasurer. The Secretary and Treasurer shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose, the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and shall have such other powers and duties as may be delegated from time to time. The Secretary and Treasurer shall also be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required

by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.18 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any of the Trustees and Unit Owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.19 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.20 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, and the Trustees, may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.21 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

5.22 Removal from Condominium Law. Unit Owners holding one hundred percent (100%) of the total voting power of the Unit Owners shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply.

5.23 Sale or Lease of Units Subject to such restrictions as may otherwise be set forth in the Master Deed, in this Trust and Bylaws, or in the Comprehensive Permit, and the Regulatory Agreement by and among, the Declarant, the Town and the Subsidizing Agency dated November 11, 2011, and recorded with the Registry of Deeds at Book 26786, Page 241 (as the same may from time to time be amended of record, referred to herein as the "Regulatory Agreement") and deed restriction, if any, a Unit Owner may assign, lease, sell or otherwise transfer all of the interest in the Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Condominium. No right to any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are

appurtenant, or as part of a sale, lease, transfer or other disposition of such part of all Units. Any Units deemed "Affordable" under G.L. c. 40B shall be owner-occupied, except for bona fide temporary absences, during which rental may be permitted to qualified household upon approval of the monitoring agent. The Town of Westford shall have a right of first refusal to purchase any Units deemed "Affordable".

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Chapter 183A.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant and agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate executed by the Secretary of this Trust

setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by both of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustees, with the consent in writing of all of the Owners of Units may at any time and from time to time, amend, alter, add to or change this Trust in any manner or to any extent, the Trustees, first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed.

7.1.2 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A.

7.1.3 It would cause provisions of this Trust to fail to comply with the requirements of the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or Federal Housing Administration ("FHA") with respect to condominium mortgage loans.

7.1.4 It would be inconsistent with the Comprehensive Permit, the Regulatory Agreement or deed rider.

7.1.5 Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Trust at any time, and from time to time, which amends this Master Deed or the Trust (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency of other public, quasi-public, or private entity which performs (or may perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering unit ownership; (iii) to bring this Trust into compliance with M.G.L. Chapter 183A; (iv) to correct clerical or typographical errors or any inconsistency or formal defect or omission in this Trust or any exhibit thereto or any supplement or amendment thereto; (v) to assist the Declarant

in the sale, development and/or marketing of any Unit. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor or, make or consent to any such Special Amendment(s) on behalf of each Unit Owner, mortgagee and/or Trustee. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor or, make, execute, and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate two (2) years after the Declarant has conveyed the last Unit of the then existing Condominium.

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of the ARTICLE VII shall become effective upon the recording with the Middlesex North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Section 19 of Chapter 183A in accordance with the procedure therefor set forth therein..

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males includes females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or

required by the subject matter or context. The cover, title, index, headings of different parts hereof and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By- Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules on construction shall be used:

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;

8.3.4 In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), or Federal Housing Administration ("FHA"), the more stringent of the requirements of FHLMC, FNMA, or FHA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

8.3.5. Notwithstanding any provision hereunder to the contrary, the Condominium Trust is subject to and all actions taken hereunder shall be in compliance with the Comprehensive Permit and the Regulatory Agreement. In the event of any conflict between the Condominium Trust and the Comprehensive Permit, the terms of the Comprehensive Permit shall control. Any amendment to this Trust purporting to amend, alter or delete any provision of the Comprehensive Permit, the Regulatory Agreement, the Deed Riders or the Monitoring Services Agreement shall be void and of no force or effect unless in compliance with the terms and conditions of the termination and extinguishment provisions of the Comprehensive Permit.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the

extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

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IN WITNESS WHEREOF, Dennis M. Page, Manager of Tadmuck Partners, LLC, executed these presents under seal this 4th day of APRIL, 2013.

TADMUCK PARTNERS, LLC,
a Massachusetts limited liability company

By: 
Dennis M. Page, Manager

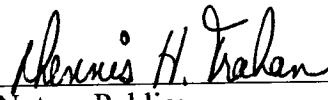
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of APRIL, 2013, before me, the undersigned notary public, personally appeared Dennis M. Page, Manager of Tadmuck Partners, LLC, a Massachusetts limited liability company proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



DENNIS H. TRAHAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 30, 2018


Notary Public:
My commission expires: MARCH 30, 2018

TADMUCK MEADOWS CONDOMINIUM TRUST

RESIDENTIAL UNIT RULES & REGULATIONS

As set forth in the Bylaws of the Tadmuck Meadows Condominium Trust, the Trustees shall have the powers and duties to adopt Rules and Regulations relating to the use, upkeep or preservation of the Condominium. Such powers shall include the promulgation of fines for violations of Rules and Regulations, which fines shall be paid to the Tadmuck Meadows Condominium Trust.

Notice

The Rules and Regulation Policy shall be provided in its entirety to each Unit Owner.

Amendment

The Rules and Regulation Policy, as distinguished from the Bylaws and Master Deed, may be revised in any way by the Trustees as conditions warrant provided that a written communication is sent out to each Unit Owner advising of the change.

Procedure

Any member or resident of the Tadmuck Meadows Condominium Trust, or Trustee, may request that a member, resident, or guest correct any condition or cease any behavior which in their opinion is, or may be, a violation of the Rules and Regulations.

The request shall be in writing to a Trustee or other party as may be designated by the Trustees (hereafter "Agent"). The request shall include a description of the party believed to have committed the alleged violation that allegedly took place. The date, time, and any other relevant information shall also be included or communicated to the Agent. The Agent shall attempt to resolve the problem by one of the following means:

- A. If the offense is a violation of a specific rule or clearly stated policy for which a delinquent fee or fine has been established, the Agent shall so advise the party in writing of the offense and request payment.
- B. If the offense is other than one provided for under A. above, or if the party charged with the offense challenges the accusation, the Agent will seek to resolve the issue.

Notwithstanding the provisions of paragraphs A and B above, the Agent shall advise the party charged with the offense of the recourse available under this policy. The Agent shall maintain an outline or summary of the efforts to resolve the problem including the Agent's understanding of the outcome.

Recourse

The party charged with the offense has the right to appeal to the Trustees and request a Hearing. Request for a Hearing must be made in writing to the Trustees via the Agent within

ten (10) days of receipt of offense.

Hearing

The Trustees must schedule the Hearing no later than the next upcoming Trustee's meeting. Hearings shall be conducted in executive session with the Trustees, the Agent, and with the party charged being present.

Decision

After all evidence and testimony have been given, the Trustees shall vote on the matter. A majority vote shall prevail. By majority vote, the Trustees may uphold, amend, or rescind the notice of violation. If upheld, the penalty or other corrective action shall be effective ten (10) days after notice has been given.

Further Action

Following a Hearing, there is no further recourse within the procedures of the Tadmuck Meadows Condominium Trust.

The following Rules and Regulations were adopted by the Trustees on the date of recording the Condominium Trust:

1. Outdoor Equipment

When not in use, bicycles, sporting goods, and other personal articles and equipment shall be stored inside a unit. Deck furniture may be used and left on decks subject to the approval of the Trustees. If permitted by state and local code, barbeque grills may be placed on decks and shall be positioned so the heat and smoke do not damage vinyl siding and rails.

2. Improper Use of Common Area

There shall be no use of Common Area which injures or scars the Common Area or the trees or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance of other Owners in their enjoyment of the Condominium. Signs, furniture or other items may not be placed in or on the Common Areas without prior approval of the Trustees.

3. Outside Activities

There shall be no organized sport activities, picnicking or fires, except in areas approved by the Trustees. Outdoor cooking must be in protective metal barbecue containers and used only in such approved areas and provided that such fires are carefully guarded and not hazardous to buildings or other property and comply with state and town codes

4. Littering

Littering is not allowed. Paper, cans, bottles, cigarette butts, food, pet waste, and other trash are to be disposed only in appropriate trash containers. Under no circumstances are such items to be dropped or left on the grounds or other Common Areas.

5. Noise

No owner or guest shall permit any noxious or offensive activity or disturbing noises in the units or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners. Everyone will be expected to care to avoid unnecessary noise and at no time are musical instruments, radios, stereos or TV sets to be so loud as to disturb others. Noise levels shall be reduced from 9:00 p.m. weekdays and 11:00 p.m. weekends until 7:00 a.m. on weekdays and 8:00 a.m. on weekends, so that neighbors are not disturbed.

6. Insurance Protection

Nothing shall be done or kept in any unit or in the Common Areas and facilities which will increase the rate of insurance of the building or contents thereof, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done or kept in their unit or the Common Areas and facilities which will result in the cancellation of insurance or increase in premiums therefore on the building, or contents thereof, or which would be in violation of any law.

7. Owners and Guests

Owners and their guests shall be held responsible for the actions of their family, guests, invitees, and licensees. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to require that the offensive guests leave.

8. Payment of Condominium Fees and Assessments

Common Area fees and any assessments are due and payable by check or money order on the first day of each month. The delinquency policy is as follows:

After the 10th of the month, a \$50.00 late fee will be charged. At the end of each month an account remains delinquent, the Unit Owner shall be obligated to pay interest on any outstanding balance at a rate equal to the prime rate plus two (2%) percent, together with all expenses, including reasonable attorneys' fees, incurred by the Trustees in collecting same. Payments received from Unit Owners will be applied in the following order of priority:

- a. Fines
- b. Penalties
- c. Late Fees
- d. Special Assessments
- e. Interest
- f. Cost of Collection and Enforcement
- g. Court Costs
- h. Attorney Fees
- i. Monthly Condominium Fees or assessments

9. Consent Revocable

Any consent or approval of the Trustees or its authorized Agent given under the Rules shall be revocable at any time.

10. Trash

All trash to be contained inside and must be placed in the proper waste and recycling bins with covers affixed if applicable. All waste containers and recycling bins are to be placed at the end of your driveway by 7:00 a.m. on the morning of waste and recycling pickup and all waste containers and recycling bins are to be brought back into the unit by the end of the same day.

11. Pets

Each unit owner shall be allowed to keep up to two domestic pets within their units. No pet runs are allowed. All pets shall be restrained on a leash when outside. Pet owners shall be required to provide immediate "pooper scooper" services for their pet. Owners shall be subject to a penalty, at the sole discretion of the Trustees, in the event that a pet causes or creates a nuisance. "Pets" are defined as dogs, cats, and other domestic household animals as long as the pet would not cause an increase in the cost of, or cancellation of, the master insurance policy of the condominium. Owners shall comply with all leash laws set forth by the Town of Westford and all dogs must be licensed by the Town of Westford. No pets are allowed to be tied or leashed to any building or common area at any time. No dangerous breeds of dogs or pets are allowed to reside in the Condominium including, but not limited to, Pit Bulls, Rottweilers, Doberman Pinchers, or any other dog or pet that is generally considered to be dangerous or that would cause and increase in insurance premiums or a cancellation of insurance.

12. Modification of Exterior of Units

The Owner of any Unit may not at any time make any changes or modifications to the exterior of said Unit without Trustees' consent.

13. Rules and Regulations Violations

Owners violating the Rules and Regulations shall be subject to a fine of \$50.00 per day or per violation so long as the violation(s) exist. The Tadmuck Meadows Condominium Trust has the right and authorizes its Agent to remedy any violation and charge the Owner responsible for any expense incurred. Assessed fines which remain unpaid shall bear interest at prime rate plus two (2 %) percent until paid and shall, together with all costs and expenses of collections, including reasonable attorneys fees, constitute a lien on the unit.

14. Storm Doors

Installation of storm doors must be approved by the Condominium Trustees.

15. Sprinkler System

The Trustees shall have the sole discretion to set the operating days, hours and times for the

sprinkler system taking into consideration the budget of the condominium and the landscaping needs of the condominium.

16. Snow Plowing/Shoveling

The Tadmuck Meadows Condominium Trust is responsible for snowplowing up to three feet in front of the garage doors within the exclusive use driveway areas or within five feet of any car in the exclusive use driveway area. All Unit owners are responsible for shoving the walkways, stairs, decks and patios that exclusively serve their unit within 10 (ten) hours of snow and/or ice accumulation.

17. Insurance

All residents should carry their own insurance policy to protect their furniture and personal belongings. The applicable insurance riders should be obtained so as to cover any and all deductibles of the master insurance policy as it may be amended from time to time by the Trustees.

18. Hanging Of Clothes, Etc.

No clothes, linens, or other material shall be hung or shaken from windows, placed on window sills, hung or draped from a railing or otherwise left or placed in such a way as to be exposed to the public view. Outdoor clothes lines or other outdoor clothes drying or airing facilities are not permitted.

19. Window And Sliding Door Shades And Drapes

Under no circumstances are colored sheets allowed to be hung facing the exterior of a unit or as may be determined by the Trustees.

20. Damage To Property

Any damage to the property of others including the common elements, caused by the moving of articles into or out of the buildings is the responsibility of the Resident and shall be paid for by the Resident, although the damage may have been caused by a mover or tradesperson that was hired by said Resident.

21. Garbage Disposals

Installation of garbage disposals in any unit is not permitted.

22. Additions To Exterior Of Buildings

Changes affecting the appearance of the exterior appearance of any building, such as decorations, awnings, signs, sun shades, window air conditioning equipment, fans, screens and enclosures, or other changes shall be made only with the consent of the Trustees. No exterior television and radio antennas shall be allowed. Satellite dishes will be limited to areas not visible from any street in the condominium. All satellite dish installations must be approved in writing by the Trustees prior to installation.

23. Speed Limit

The speed limit for all vehicles within the condominium is 10 miles per hour.

24. Parking

- a. Parking is restricted to designated parking spaces and is limited to registered, noncommercial vehicles only. No trade vehicles with ladder racks or lettering indicating a company shall be allowed to be parked overnight outside by Unit Owners. The Trustees or their authorized Agent has the authority to have towed any vehicle at the Owner's expense if the violation continues ten (10) days after written notification to the Owner. Lettered, light-duty pick-up trucks and vans will not be considered to be "commercial" vehicles for the purpose of this rule.
- b. All off street parking spaces shall be used solely for that purpose. Storage of boats, unregistered, uninsured, or inoperative automobiles, trucks or recreational vehicles is strictly prohibited.
- c. Resident vehicles which cannot operate on their own power may not remain on the condominium premises.
- d. Minor repairs of vehicles may not be made in the outside area of the condominium premises. Vehicles may be washed on the condominium property, but only in the area expressly allocated to that unit.
- e. No motorcycles, motor and mini-bikes, snowmobiles, boats, utility trailers, boat trailers, motor homes, commercial vehicles or camping trailers of any description shall be parked in any parking space except with the written consent of the Trustees. Arrangements for temporary parking of recreational type vehicles should be made by contacting the Trustees.
- f. One exterior parking space directly in front of the garage of each unit (as well as the garage parking for the unit) shall be assigned to each said unit. Anyone parking in any other location within the condominium including common area or visitor parking may be towed at their expense. Only one resident vehicle is allowed to be parked outside of each unit. No resident may park in a guest parking space or in the common area.
- g. No vehicles in excess of 6 feet in height, 6 feet wide and 17 feet in length shall be permitted to enter the garage. All Unit Owners shall complete an Owner Vehicle Registration Form.
- h. Any vehicle leaking fluid should immediately be removed from the garage and repaired. This vehicle should not be parked in the common area where it could pose a danger or threat to personnel and/or to the common area.
- i. Parking is expressly prohibited on any abutting property absent the prior written consent of such abutter.