

# Middlesex North Registry of Deeds

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**Middlesex North Registry of Deeds**  
**Richard P. Howe Jr., Register**  
360 Gorham Street  
Lowell, Massachusetts 01852  
978/322-9000  
[www.lowelldeeds.com](http://www.lowelldeeds.com)

**TADMUCK MEADOWS CONDOMINIUM TRUST  
RULES AND REGULATIONS EFFECTIVE JANUARY 1, 2020**

The following Rules and Regulations supersede all prior Rules and Regulations in all respects.

**Authority to Establish Rules**

Article V Section 5.1.6 of the Tadmuck Meadows Condominium Trust grants authority to the Board of Trustees of the Association to establish Rules and Regulations concerning the use of Units and the common areas and facilities. Such restrictions and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities, are promulgated to prevent the unreasonable interference with the use of the respective Units and of the common areas and facilities by separate Unit Owners, or deemed necessary for the management and regulation of the Condominium Trust.

**Precedence of Controlling Documents**

In case of conflict between the provisions within the Condominium Documents, the following precedence shall prevail in the order of priority listed:

- A. Federal, State and Local law or any Governmental Agency having jurisdiction thereof
- B. Chapter 183A of the Massachusetts General Laws
- C. Master Deed
- D. Declaration of Trust
- E. By-Laws of the Condominium
- F. Rules and Regulations

**Violations of Provisions of the Controlling Documents**

Violations of the provisions of the Condominium Documents and these Rules and Regulations should be reported to the Board of Trustees through the Management Company for the Association.

Violations of Federal, State, and City laws should be reported to the appropriate governing authority.

The Board of Trustees has the authority to enforce the provisions of the Condominium Documents including these Rules and Regulations.

Unit Owners, Unit Occupants, and their guests shall observe and comply with such provisions, Rules and Regulations. Violations that continue beyond a time allocated for correction will result in fines. It shall be the responsibility of the Unit Owner to ensure that violations related to the Unit or guests and/or occupants are corrected and that any fines and charges by the Association related thereto are paid. Any related unpaid charges and fines shall constitute a lien upon the Unit and are collectable in accordance with Massachusetts General Laws Chapter 183A, Section 6.

## **Delegation of Powers**

The Board of Trustees may, at its discretion, delegate its powers and duties with respect to the granting of consents, approvals, and permissions under these Rules and Regulations, to any Agent of the Board of Trustees.

## **Notice**

The Rules and Regulations shall be delivered to each Unit Owner and a copy shall be provided to a Tenant by the Unit Owner. The Managing Agent shall also have copies available for review during reasonable business hours.

### **1. Outdoor Furniture, Personal Items, etc.**

When not in use, bicycles, sporting goods, toys, baby carriages, and other personal articles and equipment shall be stored inside a unit. Deck furniture may be used and left on decks if they remain in good condition. Deck areas must be clear of debris, and the Board of Trustees may at its discretion, require removal of items from the deck if the same are not in acceptable condition.

### **2. Improper Use of Common Area**

There shall be no use of the common areas which injures or scars the common areas or the trees or plantings thereon, increases the maintenance thereof or causes unreasonable embarrassment, disturbance or annoyance of other Unit Owners in their enjoyment of the condominium development.

### **3. Outside Activities**

There shall be no activities that disturb neighbors, that damage the limited common areas or common areas, or potentially increase the Association's liability exposure. Under no circumstances are fireworks or other pyrotechnics, remote controlled cars or other remote-controlled objects allowed. No outdoor fires, tiki torches or similar are allowed.

No yard sales or sale of personal items are allowed in the common areas nor sale of any items that would invite the public at large on the property. Yard sales are not allowed on Town property without permission from the Town.

### **4. Outdoor Cooking**

No gas grills, charcoal grills, smokers or similar cooking apparatus is allowed. Electric grills are allowed in the unit's limited common area, including the deck.

### **5. Hanging of Clothes, etc.**

No clothes, linens, or other material shall be hung or shaken from windows, placed on windowsills, hung or draped from a railing or otherwise left or placed in such a way as to be exposed to the public view. An outdoor clothes line, an outdoor drying rack or similar, outdoor drying of clothes, and outdoor drying of any other item is not permitted.

## **6. Window and Sliding Door Shades and Drapes**

Under no circumstances are sheets, blankets, flags or other non-suitable material or brightly colored shades or drapes allowed to be hung facing the exterior of a unit. The Board of Trustees may at its discretion request removal of said items.

## **7. No Soliciting or Canvassing**

No soliciting or canvassing is allowed within the community. Unit Owners should discourage soliciting and report any incidents to the Management Office.

## **8. Signage, Awnings, Banners**

No signs or banners can be placed on the exterior of the unit, the common areas or windows. No awnings can be attached to the unit or portable sun awnings placed on the decks or common areas.

No "For Sale" signs are allowed at the entrance of the complex, in front of the unit or on any other common area or on Town property. An open house sign is allowed on the day of the open house at the entrance and at the front of the unit.

## **9. Littering**

There shall be no littering. Paper, cans, bottles, cigarette butts, food, and other trash are to be disposed of only in appropriate trash containers. Under no circumstances are such items to be dropped or left on the property. Covers shall be placed tightly on all containers. Unit Owners are responsible for picking up trash that is blown around the property.

## **10. Trash Barrels and Recycle Bins**

All waste containers and recycling bins are to be placed at the end of the driveway no earlier than 7:00 pm the night before trash and recycle pick up and must be properly secured. All waste containers and recycling bins are to be brought back into the unit by 10:00 PM of the trash and recycle pick up day. All trash barrels and recycle bins must be stored inside the unit's garage at all other times. Covers must be placed tightly on the containers, and residents are responsible for picking up any trash that has blown onto the property from their trash.

## **11. Septic System**

Improper use or abuse of the septic system will lead to premature failure of the system. To extend the life of the septic and pretreatment system, all Unit Owners and tenants must observe specific regulations. Only single-ply toilet paper can be flushed down the toilets. Installation of garbage disposals in any unit is not permitted. Garbage disposals are not allowed.

Please refer to the complete set of guidelines as outlined in the Septic System Policy. Failure to follow these guidelines could result in the Unit Owner being responsible for all costs associated with sewage back up due to negligence as provided for in the condominium documents.

## **12. Noise**

No Unit Owner, tenant or guest shall permit any obnoxious or offensive activity or disturbing noises in the units or do or permit anything to be done therein that interferes with the rights, comfort or convenience of other Unit Owners. Everyone will be expected to exercise extreme care to avoid unnecessary noise. At no time are musical instruments, radios, stereos, or television sets to be so loud as to disturb others. Noise levels shall be reduced after 10:00 PM through 8:00 AM.

## **13. Owners and Guests**

Unit 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 Unit Owners, the Board of Trustees shall have the right to require that the offensive guests leave.

## **14. Modification of Exterior of Units**

See Architectural Guidelines in the Master Deed. Unit Owners wishing to make a modification to their unit, or their limited common area, must submit an Architectural Variance Form with the details of the proposed work and contractor information. The Board of Trustees will review the request and may approve or deny the request at their discretion. Examples of modifications that require approval include, but are not limited to, window and door replacements, storm doors, decks and deck staining, landscape modifications and satellite dishes. All approved work must be done by licensed and insurance contractors. In some instances, the Board of Trustees may require that the Unit Owner execute an Easement Agreement that details the modification and responsibility for the modification. The Easement Agreement will be prepared at the Unit Owner's cost and will be recordable at the Registry of Deeds

Unit Owners must submit an Architectural and Landscape Variance Request Form to the Management Company for the Board of Trustees to review. This process may take up to three (3) weeks.

## **15. Pets**

Unit Owners must obtain permission to harbor a pet from the Board of Trustees prior to the pet residing in the unit. The Request for Permission to Harbor a Pet Form is to be submitted to the Managing Agent for review and approval by the Board of Trustees. Domestic animals shall be allowed to reside in a unit only on a limited basis and at the sole discretion of the Board of Trustees. **Failure to obtain approval for a pet in advance will result in an automatic fine of \$100.00 and steps may be taken to have the pet removed at the Board of Trustees discretion.**

- A. Each Unit Owner is allowed to keep up to two domestic pets within their units. Aquarium fish and other limited species of animals which do not normally leave the unit, and which do not make noise are permitted, subject to the Rules and Regulations adopted by the Board of Trustees and provided that such animals are not kept for breeding or commercial purposes.
- B. The following breeds of dogs, or any mix of the breeds, are not allowed regardless of size: Pitt Bull, Rottweiler, Great Dane, Bull Mastiff, Boxer, Doberman Pinscher, German Shepard, Siberian Husky, Japanese Tosa, Argentine Dogo, Mastiff, Filas Braliero or any other dog deemed to be dangerous by the insurance industry. These breeds of dogs are not allowed to be brought on the property by guests of the Owner.
- C. No exotic animals, livestock, poultry or reptiles of any kind, regardless of number, may be maintained, kept, boarded or raised, in any unit or upon the common elements.
- D. Aquarium fish and other limited species of animals which do not normally leave the unit, and which do not make noise are permitted, subject to the Rules and Regulations adopted by the Board of Trustees and provided that such animals are not kept for breeding or commercial purposes.
- E. All pets that leave the unit must be registered and inoculated as required by the Town of Westford.
- F. A pet may be maintained in a unit only for as long as it is not a nuisance. Any pet causing or creating a nuisance, or any unreasonable disturbance or noise may be permanently removed from the property. Actions that constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness. In no event shall a pet be allowed to cause a disturbance prior to 8:00 AM or later than 10:00 PM.
- G. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall indemnify and hold the Condominium Association, each Unit Owner and Management Company, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
- H. Pets must be leashed or carried; leashes may not exceed a length which results in lack of control of the pet. No electronic leashes or electronic controls are allowed. In no event may a pet be leashed in the common areas nor placed on a pet run. No stakes, pet runs, pet toys or any related pet apparatus may be kept on the common areas.
- I. Owners of pets walked upon the common elements must promptly clean up their pet's waste. Pets are not allowed to urinate or defecate on shrubs, shrub beds, or pavement. Pet owners are responsible for the removal of waste from their pet from the common areas and units. Unit Owners are responsible for the cost of repair of damage to the lawns and other common areas caused by their pet.

- J. Unit Owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants. Unit Owners who lease their property must obtain from the Lessee a written agreement to abide by these rules and submit a copy of such agreement to the Managing Agent.
- K. If a Unit Owner is in violation of the pet policy, then they will have a right to cure the violation within three (3) days' notification. If the violation is not cured within three (3) days, the Board of Trustees may, at their discretion, order that the pet be removed from the property.

#### **16. Speed Limit**

The speed limit for all vehicles within the condominium is fifteen (15) miles per hour.

#### **17. Parking**

All vehicles permanently parked at the property must be registered with the Management Company. No vehicle shall be parked in such a manner as to block access by another vehicle or emergency vehicles. **No vehicle shall be parked in such manner that injures or scars the common area, including vehicles that are partially or completely parked on landscape areas or sidewalks.**

If a vehicle is parked in such a way that it hinders safe exit and entry into the development or is parked in such a manner that it is causing injury to the common area, the vehicle will be subject to towing at the Unit Owner's expense.

- A. Parking is restricted to designated parking spaces and is limited to registered, noncommercial vehicles only. All vehicles must fit within the parking spaces and not extend into the roadways or otherwise interfere with the safe passage of vehicles and pedestrians.
- B. There is no parking on the side of the road at any time for any reason. There is a fifteen (15) minute limit on parking in front of the mailbox. Parking in front of the mailbox is strictly to pick up the mail. Unit Owners are responsible for informing guests about this guideline.
- C. Two exterior parking spaces directly in front of each unit, in addition to the garage for the unit, shall be assigned to each unit for a maximum of three (3) permanently parked vehicles on the property. Visitor parking is for the benefit of all Unit Owners and therefore a limit of five (5) guest vehicles are allowed at any one time. Unit Owners are not allowed to permanently park additional vehicles in the visitor parking lot. If a Unit Owner is hosting a party and they expect additional vehicles, they must inform the Managing Agent at least forty-eight (48) hours in advance of the party. If additional vehicles are expected, the Unit Owner can request permission from the Board of Trustees at least forty-eight (48) hours in advance to park the additional cars on one side of the emergency dirt road in a manner that does not block the road, at their own risk and responsibility.
- D. No trade vehicles with ladder racks or lettering indicating a company shall be allowed to be parked overnight outside. The Board of Trustees or their Authorized

Agent has the authority to tow any vehicle at the vehicle owner's expense if the violation continues ten (10) days after written notification to the Unit Owner. Lettered, light-duty pick-up trucks and vans will not be considered "commercial" vehicles for the purpose of this rule.

- E. 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.
- F. Resident vehicles which cannot operate on their own power may not remain on the condominium premises.
- G. Minor repairs of vehicles may not be made on the outside area of the condominium premises. No vehicle repairs or repair services are allowed on any vehicle in the common areas. Only emergency services provided by AAA, or similar, are allowed. Vehicles may be washed on the condominium property, but only in the area expressly allocated to that unit. Any debris left behind caused by the washing of the vehicle must be cleaned up by the Owner.
- H. 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 Management Company.
- I. No vehicles in excess of six (6) feet in height, six (6) feet wide and seventeen (17) feet in length shall be permitted to enter the garage. All Unit Owners shall complete a Vehicle Registration Form.
- J. 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.
- K. Parking is expressly prohibited on any abutting property absent the prior written consent of said abutter.

#### **18. Snow Removal**

The condominium is responsible for snow removal operations in the common areas. You may receive a communication from the Management Company with a request to move vehicles. In that event, if a vehicle is not moved, it will be plowed around, and it shall be the Unit Owner's responsibility to remove snow from around such vehicle(s) within twenty-four (24) hours. In the event that a vehicle is not moved, and it results in additional clean up charges, the cost will be assessed to the Unit Owner. If a special circumstance arises where you will be traveling, or you are unable to move your car for any reason, please contact the Management Company in advance. Unit Owners not in compliance will be subject to fines and towing at the owner's expense. Please refer to the complete set of guidelines as outlined in the Snow Removal Policy attached hereto.



## **19. Generators**

No portable or permanent generators are allowed.

## **20. Satellite/Microwave Dishes and Antennas**

No exterior television and radio antennas shall be allowed. Satellite dishes will be limited to the Unit Owner's limited or exclusive common area. Satellite dishes are not allowed to be attached to the roof or the siding under any circumstances. All satellite dish installations must be approved in writing by the Trustees prior to installation. Satellite dishes are restricted to the Unit Owner's limited common area. If the satellite dish is approved, the Unit Owner will be responsible to execute an Easement Agreement at their expense.

Unit Owners agree that each satellite dish and its appurtenances shall be placed so as to avoid blocking any fire exit, walkway, ingress or egress from an area, fire lane, fire hose, fire extinguisher, safety equipment, electrical panel, water shut-off valve, or other area necessary for the safe operation of the Community. The purpose of this rule is to allow Unit Owners to evacuate their Units and Community in the event of an emergency and to provide clear access for emergency personnel.

Should the Unit Owner fail to properly maintain the satellite dish, the Association may fine the Unit Owner, following notice and opportunity for hearing, and take such further action, legal or otherwise, as permitted by Declaration or statute. Except in an emergency, the Board of Trustees shall notify the Unit Owner in writing that the satellite dish requires maintenance, repair or replacement and that such maintenance, repair or replacement must be completed within thirty (30) days of such notification.

Please refer to the complete set of guidelines as outlined in the Satellite/Microwave Dishes and Antennas Policy attached hereto.

## **21. Water Alarms on Hot Water Heaters, Heavy-duty Washing Machine Hoses and Dryer Vent Cleaning**

Water alarms on the hot water heater and heavy-duty non-burstable washing machine hoses are required by the insurance carrier. Water claims due to negligence can easily be avoided by having water alarms and proper hoses. Dryer vent cleaning is required on a regular basis to prevent a fire and no less than twice per year. Failure to comply will result in Unit Owner fines.

## **22. Smoke Alarms**

Based on the National Fire Protection Association (NFPA) and Industry Data, all makes of Smoke Alarms, whether A/C Hard-Wired or Battery Operated must be replaced after ten (10) years of operation. All Smoke Alarms ten (10) years old or older must be replaced.

Unit Owners should test each alarm monthly by pushing the test button. All the smoke alarms must sound a warning alarm when each smoke alarm is tested. If any of the alarms do not sound a warning alarm, replace the smoke alarm(s) immediately.

Replace the Battery in Each Smoke Alarm twice a year. Recommended replacement at daylight savings time in Spring and Fall.

All new Smoke Alarms MUST:

- Be of the same Make and Model.
- Be A/C Hard-Wired Devices with Battery backup. (When replacing the original Hard-Wired Devices)
- Have a usable Life of ten (10) years. (Battery Operated Devices permitted ONLY in areas where there is no existing Smoke Alarm wiring)

### **23. Winterization Policy**

This Winterization policy shall be in effect from November 1st to March 31st of each year and shall apply to Unit Owners who either do not occupy their units for long periods at a time during the winter or who are away for the entire winter. It is being adopted to assist in protecting both the Unit Owner(s) who are affected as well adjacent Unit Owners and the Association. Two options are offered depending on the Unit Owner's particular situation. Each contains recommended steps which can be taken by the Unit Owners to lessen the risks, but which are not intended to be all inclusive.

Evidence of compliance with these recommended steps, when submitted by the Unit Owner, shall be taken into consideration by the Board of Trustees in determining if there was any negligence on the part of a Unit Owner in the event of an insurance claim due to winter freeze up damage.

Please refer to the complete set of guidelines as outlined in the Winterization Policy.

### **24. Renting/Leasing of Unit**

Any Unit Owner may rent/lease their unit subject to provisions. No rental terms less than one (1) year in duration are permitted. Compliance of all Rules and Regulations must be adhered to, and the Unit Owner must provide a copy of these Rules and Regulations to the tenant. The Unit Owner must provide a copy of the Lease with the Renting/Leasing Addendum attached and the completed and the Tenant Information Form returned to the Management Company.

All Rental/Lease Agreements are subject to the current guidelines as outlined in the Renting/Leasing of Unit Policy attached hereto.

### **25. Purpose and Restriction of Use**

Pursuant to the Master Deed, units are restricted to residential use only. No commercial uses or home-based businesses are allowed that invite customers or clients to the property or require daily or excessive deliveries. Unit Owners not in compliance will be subject to a fine and legal action for noncompliance.

**26. Damage to Property; Maintenance of Interior of Units**

Any damage to the property of others or to the common elements is the responsibility of the Unit Owner and shall be paid for by the Unit Owner, even if the damage may have been caused by a tenant, guest or contractor of the Unit Owner. The Board of Trustees will inform the Unit Owner of the damage and they will be provided with a period of time to make said repair. If the repair is not made, or the repair is not made to a standard acceptable to the Board of Trustees, then the repair will be made by the Board of Trustees and the cost of the same will be charged back to the owner's account. The Master Deed sets forth those components that are the responsibility of the Unit Owner. With respect to electrical and plumbing work, the Unit Owner must use licensed and insured contractors.

**27. Insurance Protection**

Nothing shall be done or kept in any unit or in the common areas and facilities that will increase the rate of insurance for the building or contents thereof. No Unit Owner shall permit anything to be done or kept in his/her unit or the common areas and facilities that will result in the cancellation of insurance or cause an increase in premiums on the building or contents thereof or which would be in violation of any law.

**28. Payment of Condominium Fees and Assessment; Collection of Delinquent Accounts**

Common Area fees and any assessments are due and payable by check or money order or online payments on the first day of each month. The Unit Owner shall be obligated to pay interest on any outstanding balance at a rate equal to 18% per annum for all payments received after the tenth (10th) day of the month 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

**29. Rules and Regulations Violations**

Any member or resident of the Association, Board of Trustees, or Managing Agent of the Association may request that a Unit Owner, resident, or guest correct any condition or behavior that may be a violation of the Rules and Regulations.

The request shall be in writing to the Managing Agent. The request shall include identification of the person or persons believed to have committed a violation and the

details alleged, such as the Rule or Regulation violated and the date, time, location, and other relevant information.

The following procedure and fines will apply per offense:

Courtesy Notice.....	No Fine
First Violation Notice (14 days after first notice) .....	\$ 50.00 Fine
Second Violation Notice (10 days after second notice) .....	\$ 100.00 Fine
Third and Final Notification (10 days after third notice) .....	\$ 100.00 Fine
Legal Enforcement (10 days after final notification) .....	Legal fees assessed to Unit Owner
Failure to Obtain Approval for a Pet.....	\$ 100.00 Fine
Interference with Contractors and Vendors.....	\$ 100.00 Fine

The Board of Trustees, at its discretion, may require that a Unit Owner post a bond to secure adherence to the Rules and Regulations by a Unit Owner in the case of a persistent violation. The Board of Trustees may also, in its discretion, assess additional fines as it deems appropriate.

Unit Owners have a right of appeal of any violation by submitting a formal written request through the Managing Agent within ten (10) days of receiving the violation and may request a hearing with the Board of Trustees.

**ATTACHMENTS:**

- Vehicle Registration Form
- Request for Permission to Harbor a Pet and Registration Form
- Architectural Variance Request Form
- Septic Guidelines
- Snow Removal Policy
- Winterization Policy
- Satellite/Microwave Dish and Antennas Policy
- Renting/Leasing Units Policy
- Addendum Renting/Leasing Attachment

IN WITNESS WHEREOF, a majority of the Board of Trustees have set our hand and seals this 30 day of December, 2019.

J. Mouchayleh  
Jamil Mouchayleh, Trustee

Nancy Amico-Rigby  
Nancy Amico-Rigby, Trustee

Joseph E. Moniz  
Joseph E. Moniz, Trustee

Brenda Baggaley  
Brenda Baggaley, Trustee

\_\_\_\_\_  
, Trustee

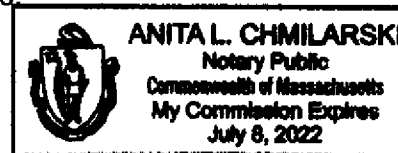
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 30 day of December, 2019, then personally appeared the above-named Jamil Mouchayleh, Nancy Amico-Rigby, Brenda Baggaley and Joseph E. Moniz who proved to me through satisfactory evidence of identification, which was to me personally known, and acknowledged that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Tadmuck Meadows Condominium Trust.

[Signature]

Notary Public:



**TADMUCK MEADOWS CONDOMINIUM TRUST  
VEHICLE REGISTRATION FORM**

Unit Address: \_\_\_\_\_

Owners Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Tenants Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vehicle 1 Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Color: \_\_\_\_\_

Plate #: \_\_\_\_\_

State: \_\_\_\_\_

Vehicle 1 Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Color: \_\_\_\_\_

Plate #: \_\_\_\_\_

State: \_\_\_\_\_

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Please return the completed form to:

Linear Property Management, LLC  
150 Westford Road, Suite 21  
Tyngsboro, MA 01879  
(978) 649-1818  
Fax: (978) 649-9102  
Email: LP@LinearProperty.com

**TADMUCK MEADOWS CONDOMINIUM TRUST  
REQUEST FOR PERMISSION TO HARBOR A PET AND REGISTRATION FORM**

I, \_\_\_\_\_, Owner of unit number \_\_\_\_\_ hereby request permission to harbor a pet in the unit.

(If applicable) I hereby request permission for my tenant to harbor a pet in the unit:

Tenant Name: \_\_\_\_\_

Tenant Contact Number \_\_\_\_\_ Tenant Contact Email \_\_\_\_\_

Type of Domestic Pet \_\_\_\_\_ Breed(s) \_\_\_\_\_

Name(s) of pet \_\_\_\_\_ Expected Adult Weight \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_ Issued on \_\_\_\_\_

Where Licensed (town and county) \_\_\_\_\_

Rabies Vaccination Expires \_\_\_\_\_ Feline Distemper Expires: \_\_\_\_\_

Description: (size, color, distinguishing characteristics) \_\_\_\_\_

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I have read and understand the Tadmuck Meadows Condominium Trust's Rules and Regulations regarding Pets dated January 1, 2020.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Permission to Harbor a Pet as set forth in this application is granted by a majority of the Board of Trustees subject to the Rules and Regulations regarding Pets for the Tadmuck Meadows Condominium Trust. This permission may be revoked at the discretion of the Board of Trustees.

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_

**TADMUCK MEADOWS CONDOMINIUM TRUST  
ARCHITECTURAL VARIANCE REQUEST FORM**

Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Contact Phone(s): \_\_\_\_\_

Is this an amendment to a previous request?                      YES              NO

If yes, the approximate date of previous request: \_\_\_\_\_

In accordance Tadmuck Meadows Condominium Trust's Master Deed, Bylaws, and Rules and Regulations, I request your consent to make the following changes, alterations, renovations, additions, and/or removals to my unit (description of work):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Please attach a detailed (to scale) drawing or blueprint of your plan(s) and a copy of your community plat (if applicable) in duplicate and/or specifications regarding materials and Scope of Work.***

I understand that the Board of Trustees will act on this request and provide me with a written response within twenty-one (21) days of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. I acknowledge that the Association reserves the right to require removal or repair of the modification at my own expense if: (a) the modification is not constructed or installed as per the specifications submitted for approval with this form; (b) the modification is not maintained in a safe condition or; c) the modification is not maintained in keeping with the surrounding structures and is not satisfactory to the Board of Trustees.
4. I acknowledge that obtaining insurance for the improvement is my responsibility.
5. All work will be done expeditiously once commenced and will be done in a good workman-like manner.
6. All work will be performed at a time and in a manner to minimize interference and inconvenience to other Unit Owners.
7. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
8. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.



9. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work.
10. I understand and agree that Tadmuck Meadows Condominium Trust, its Board of Trustees, and its Managing Agent have no responsibility with respect to such compliance and that the Board of Trustees or its designated Agent's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.
11. I agree that this document shall become a part of the homeowner's contract for sale of the unit and must be complied with by any succeeding owners.
12. The contractor is: \_\_\_\_\_.
13. If approved within twenty-one (21) days, the work would start on or about \_\_\_\_\_ and would be completed by \_\_\_\_\_.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BOARD OF TRUSTEES USE ONLY**

Date Received by Board of Trustees: \_\_\_\_\_

**Neighbor Advisement (if applicable)**

- The Board of Trustees has determined that you must advise your neighbors of any proposed improvements and request that you have your adjacent neighbors sign where indicated below.
- Not Required

Neighbors' Signature	Address	Objection to proposed modification?	
		YES	NO

*(Objection by your neighbor does not mean disapproval by the Board of Trustees.  
The Board will review objections when they consider the request)*

- Approved**
                 
  **Not Approved**

Conditions of Approval or Reason(s) for Denial: \_\_\_\_\_

Any work not started on or before \_\_\_\_\_ is not approved and later construction must be subject to re-submittal to the Board of Trustees.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **TADMUCK MEADOWS CONDOMINIUM TRUST SEPTIC GUIDELINES POLICY**

Improper use or abuse of the septic system will lead to premature failure of the system. To extend the life of the septic and pretreatment system, all owners and tenants must observe the following regulations. Only single-ply toilet paper can be flushed down the toilets. Garbage disposals are not allowed.

***Failure to follow these guidelines could result in the Unit Owner being responsible for all costs associated with sewage back up due to negligence as provided for in the condominium documents***

### **Do Not Flush:**

- Dangerous substances into the system
- Excessive amounts of bath or body oils
- Water softener backwash
- Flammable or toxic cleansers
- Household cleansers – especially floor wax and cleaners
- Chlorine bleach, chlorides, pool or spa products
- Pesticides, herbicides, or agricultural chemicals or fertilizers
- Condoms
- Wipes of any type
- Cat Litter
- Anything other than single-ply toilet paper down the toilets or sinks

**Do** use your trash can to dispose of substances that cause maintenance problems and/or increase the need for septic pumping.

### **Dispose of the following with your trash:**

- Egg shells, cantaloupe seeds, gum, coffee grounds, tea bags, chewing tobacco, cigarette butts
- Paper towels, newspapers, sanitary napkins, diapers, kitty litter, candy wrappers
- Cooking grease
- Rags
- Hair

**Do** collect grease in a container and dispose with your trash.

**Do not** leave interior faucets on to protect water lines during cold spells. A running faucet can easily increase your wastewater flow by 1,000 to 3,000 gallons per day and hydraulically overload the septic system.

**Do not** use excessive amounts of water. Fifty gallons per person per day is the typical usage. If your household does not practice any of the water-conserving tips below, you may be using too much water.

**Do** conserve water.

- Take shorter showers or baths with a partially filled tub – be cautious about excessive use of large soaking tubs
- Don't let water run unnecessarily while brushing teeth or washing hands, foods, dishes, etc.
- Wash dishes and clothes when you have a full load
- When possible, avoid doing several loads of wash in one day
- Use water-saving devices on faucets and showerheads
- When replacing old toilets, buy low-flush models

**DO NOT** ignore leaky plumbing fixtures. Repair them. A leaky toilet can waste up to 2,000 gallons of water in a single day. That's 10-20 times more water than a household's typical daily usage. A leaky plumbing fixture increases your water bill, wastes natural resources, and overloads the septic system.

**DO** keep lint out of the septic system by cleaning the lint filters on your washing machine and dryer after every load. Installing a supplemental lint filter on your washing machine is a good precautionary measure. Lint and other such materials can make an extreme difference in the frequency and cost of pumping the primary treatment tank.

**DO** use substitutes for household hazardous waste. Replace the following hazardous products with products that are less environmentally harmful. The hazardous cleaners are listed below followed by the suggested substitute.

**Ammonia-based cleaners:** Sprinkle baking soda on a damp sponge. For windows, use a solution of two tablespoons of white vinegar to one quart of water. Place the mixture into a spray bottle.

**Disinfectants:** Use ½ cup of Borax in a gallon of water, deodorizes also

**Carpet/upholstery cleaners:** Sprinkle dry cornstarch or baking soda on then vacuum. For tougher stains, blot with white vinegar in soapy water

**Toilet cleaners:** Sprinkle on baking soda or Bon Ami then scrub with a toilet brush

**Furniture/floor polishes:** To clean, use oil soap and warm water. Dry with a soft cloth. Polish with one-part lemon juice and two parts oil (any kind) or use natural products with lemon oil or beeswax in mineral oil.

**Metal cleaners:** Brass and copper – scrub with a used half lemon dipped in salt. Stainless steel – use scouring pad and soapy water. Silver – rub gently with toothpaste and soft wet cloth.

**Oven cleaners:** Quickly sprinkle salt on drips then scrub. Use baking soda and scouring pads on older spills.

**Laundry detergents:** Use liquid detergent. Choose one with zero phosphate content or use soap flakes with 1/3 cup of washing soda. Before switching, wash clothes in pure washing soda to remove residues.

**Dishwasher detergents:** Use liquid detergents, not powder or tablets.

**Toilet paper:** Do not use heavy or quilted paper or wipes. Only single ply toilet paper can be used.

**SEPTIC ADDITIVES, FOOD DISPOSAL SYSTEMS, AND WATER SOFTENER SYSTEMS ARE ABSOLUTELY FORBIDDEN.**

## **TADMUCK MEADOWS CONDOMINIUM TRUST SNOW REMOVAL POLICY**

In order to provide proper snow removal from the roadways sidewalks and parking lot areas of Tadmuck Meadows Condominiums, the following policy is to be followed:

1. It is the responsibility of all residents to ensure that all vehicles parked on the premises are kept in working condition. Two exterior parking spaces directly in front of each unit, in addition to the garage for the unit, shall be assigned to each unit for a maximum of three (3) permanently parked vehicles on the property.
2. All vehicle(s) parked onsite must be registered with Management Company (even if parked in the garage), for safety, trespassing and snow removal policy.
3. During all snowstorms, the snow removal contractor will attempt to maintain access to the main roadways and the visitor's parking lot. Residents have the responsibility to park in their respected driveways and not block the contractor in the performance of his task and/or other residents' access and egress from the lot. If for any reason a vehicle becomes disabled, it is the operator's responsibility to have it moved immediately (calling a tow truck, etc.).
4. The vehicle's owner is responsible for moving the vehicle or making arrangements for its removal. If prior arrangements have been made, please notify the Management Company of such arrangements.

If you plan a vacation or take time away from the property during the winter months and you cannot have a friend, family member or neighbor move your vehicle to a spot in the visitors parking at the end of a snowstorm a parking spot can be assigned to you.

5. A ban on parking in the visitors parking lot will be put in place before, during and shortly after a snowstorm and an email will be sent out by the Management Company to inform the timing of the ban.

Parking in the visitor's parking lot during a snowstorm requires special permission from the Management Company and the Board of Trustees. If you have a third vehicles or visitor staying overnight and parking in the visitors parking during a snow storm, you should inform the Management Company and provide information on the vehicles including a phone number to contact the owner and coordinate with the plow when they need to move the car for the visitors parking cleanup and where and how they should park.

Unauthorized vehicles parked in the visitors parking or the side of roads will be towed on owner responsibility.

6. Once the snowstorm ends it will be necessary to remove the snow from in front of all units, **all vehicles must be moved from your designated parking areas in front of your garage to the visitors parking lot to complete the snow removal:**
  - a. The contractor will alert residents by sounding the truck's horn.
  - b. Once signaled in this fashion, you need to move your vehicles parked in front of the unit to the visitors parking for cleaning when the plow is signal that it is the time, not before.
  - c. Re-park the vehicles back in front of the unit after the snow cleaning is complete in front of the whole building not just the unit.
  
7. **Failure to move a vehicle will result in the unit being assessed fines accordingly and/or the vehicle being subject to towing at the vehicle owner's expense.** If a vehicle is moved after the tow truck arrives on site to tow, the unit will be assessed all fees incurred for alerting the towing company.

**All additional snow removal costs incurred by the Tadmuck Meadows Condominiums due to the failure of a vehicle not moved will be charged back to the Unit Owners.**

**TADMUCK MEADOWS CONDOMINIUM TRUST  
WINTERIZATION POLICY  
EFFECT FROM NOVEMBER 1ST TO MARCH 31ST**

This Winterization policy shall be in effect from November 1st to March 31st each year and shall apply to Unit Owners who either do not occupy their units for long periods at a time during the winter or who are away for the entire winter. It is being adopted to assist in protecting both the Unit Owner(s) who are affected as well adjacent unit owners and the Association. Two options are offered depending on the Unit Owner's particular situation. Each contains recommended steps which can be taken by the Unit Owners to lessen the risks, but which are not intended to be all inclusive.

Evidence of compliance with these recommended steps, when submitted by the unit owner, shall be taken into consideration by the Board of Trustees in determining if there was any negligence on the part of a unit owner in the event of an insurance claim due to winter freeze up damage.

**OPTION #1. When you are going to be away from your unit for a while but choose to keep your heat on the following steps are recommended:**

- Maintain heat in your unit at a minimum sufficient temperature to prevent freezing. A unit owner may wish to consult with his/her personal insurance agent for a recommended temperature setting.
- If you have an alternate heat source, they should all be set at the same minimum, so they will take over if your furnace should fail.
- Leave cabinet doors open to spaces with pipes running through them.
- Place a device such as a winter watchman in a prominent place in a window that will be seen and advise neighbors whom to contact if it should come on.
- Be in touch with a caretaker who can enter and check your unit frequently especially during extremely cold weather.
- Provide the Board of Trustees or the Management Company with the name of your caretaker or an emergency contact as well as your own contact numbers.
- Consider leaving a key with the Board of Trustees, a designated caretaker or the Management Company in case emergency access must be gained to your unit.
- Turn off the main water supply valve from the street into the basement to minimize any water damage in the event of a leak; then drain water pipes as much as you can and consider adding a small amount of potable anti-freeze in the sink drains, bath drains and toilet bowls. If you do shut off the main water supply valve in the basement, it is vital to remember that your furnace could still shut down – resulting in a freeze up due to a power outage. Even if you are just away for a long weekend, it is recommended to have a winter watchmen light in a visible window and to have a neighbor or caretaker watching your property who knows what to do. You could also contract with a company to have a regular inspection made of your unit while you are away.
- Finally, remember, even if you take all the above precautions, you could have an issue that could result in an interior leak and some damage but at least you will have performed due diligence in seeking to avoid or minimize any such event.

**OPTION #2. When you winterize your unit and shut the heat off, the following steps are recommended:**

- Completely drain your pipes – both domestic and heating – and your tanks, drains and other places where water may collect. Add potable anti-freeze to reach those spots water may have collected. The assistance of a professional plumber is strongly recommended.
- Leave cabinet doors open to spaces with pipes running through them as with the first option.
- Have a caretaker as with the first option.
- Provide the Board of Trustees or the Management Company with the necessary information as to your caretaker or emergency contact(s) as with the first option.
- Consider leaving a key with the Board of Trustees or the Management Company as with the first option.
- Contact your fuel dealer(s) and other vendors to advise them of the dates you will be away.
- Taking these steps to completely winterize your unit will help ensure that you have performed due diligence to protect your unit, an adjacent unit or Association property from any serious damage.

Remember, this contains recommended steps only. They are not intended to be all inclusive. They are intended to be a checklist, but not a guarantee from the Board of Trustees or Linear Property Management. The information is provided to assist unit owners to exercise due diligence to minimize the risk of resulting damage to the property of others.

It is strongly recommended that each unit owner consult with his/her own plumber as well as their insurance agent to make sure he/she has adequate insurance coverage(s) and meets the requirements set forth herein.

***Information set forth herein is intended to be a checklist and not a guarantee from the Board of Trustees of the Tadmuck Meadows Condominium Trust their agents, servants or employees or Linear Property Management, LLC, their agents, servants and employees as to Unit Owner liability resulting from improper winterization of a unit by a Unit Owner or his/her contractor.***

**TADMUCK MEADOWS CONDOMINIUM TRUST  
SATELLITE/MICROWAVE DISHES AND ANTENNAS POLICY**

In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices, Unit Owners may only install satellite dishes ("Dish") that are one meter or less in diameter. One meter is equal to 39.37 inches, and "Diameter" is the distance measured across the widest part of the Dish. Only one dish per unit is permitted.

Unit Owners may not install a Dish on any common area. Placement of a Dish may not encroach on a common element or another Unit Owner's limited common element or on another Unit Owner's air space. Each Dish is required to be placed out of view from outside the Association or other units. Each Dish must be installed only on a Unit Owner's limited or exclusive use common area at the rear of the unit as a first option or such other location as approved by the Board of Trustees that allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation.

Unit Owners agree that each Dish and its appurtenances shall be placed so as to avoid blocking any fire exit, walkway, ingress or egress from an area, fire lane, fire hose, fire extinguisher, safety equipment, electrical panel, water shut-off valve, or other area necessary for the safe operation of the Community. The purpose of this rule is to allow Unit Owners to evacuate their Units and Community in the event of an emergency and to provide clear access for emergency personnel.

The Unit Owner shall be responsible for the maintenance of the Dish installed. Maintenance and repair shall include, but not be limited to:

- re-attachment or removal within seventy-two (72) hours of dislodgement from the Dish's original point of installation;
- repainting or replacement, if for any reason the exterior surface of the Dish becomes worn, disfigured, or deteriorated;
- repair or replacement, if for any reason the Dish no longer retains its original condition;
- repair or replacement to prevent the Dish from becoming a safety hazard; and
- electrically grounding the Dish and supporting structure for lightning protection in accordance with governing electrical codes.

Should the Unit Owner fail to properly maintain the Dish, the Association may fine the Unit Owner, following notice and opportunity for hearing, and take such further action, legal or otherwise, as permitted by Declaration or statute. Except in an emergency, the Board shall notify the Unit Owner in writing that the Dish requires maintenance, repair or replacement and that such maintenance, repair or replacement must be completed within thirty (30) days of such notification.



If required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Dish at the expense of the Unit Owner, such expense being added to the Unit Owner's assessment.

The Unit Owner is responsible for all costs associated with the Dish including, but not limited to costs to:

- repair, maintain, remove or replace the Dish;
- repair damages to the common elements, Unit, other Units, and other property caused by the installation, existence or use of the Dish;
- pay for medical expenses incurred by persons injured by the installation, existence or use of the Dish;
- reimburse residents or the Association for damages caused by the installation, existence, or use of the Dish.

**TADMUCK MEADOWS CONDOMINIUM TRUST  
RENTING/LEASING UNITS POLICY**

Any Unit Owner may rent/lease their Unit and are subject to provisions of the Condominium Documents and these Rules and Regulations. Compliance of all Rules and Regulations must be adhered to. They must provide a copy of the Lease with the Renting/Leasing Addendum attachment and submit a completed Tenant Information Form to the Management Company.

- A. Except with the prior written approval of the Board of Trustees, along with compliance of the sections that follow, no condominium units shall be rented, let, leased or licensed for use or occupancy by others than the owners thereof (hereinafter referred to as either "rented", "leased" and/or "occupied");
- B. No rental terms less than one-year in duration are permitted.
- C. In the event of a violation of the provisions of the condominium documents, any Lease hereunder may be terminated at the sole discretion of the Board of Trustees, all in conformity with the condominium documents and Massachusetts General Laws.
- D. In addition to all requirements hereunder, the Unit Owner's lease, occupancy or rental agreement must comply with the following conditions:
  - a. Be in writing and apply to the entire unit, and not merely a portion thereof;
  - b. Expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed. Condominium Trust and Rules and Regulations, as the same have been amended, prior to the execution of the lease, or occupancy agreement;
  - c. Expressly provide that the lease or occupancy agreement shall be subject in every respect to all federal, state and local laws, statutes, rules and regulations, etc., as the same may be amended;
  - d. Comply in all respects with M.G.L. c. 183A as it may be amended; and
  - e. The attached Addendum A must be attached to the Lease.

**DEFAULT**

- 1. The execution of any lease, rental agreement and/or license agreement, and the rental of any units thereto without strict compliance with this section, shall render said lease voidable and subject to the Unit Owner and Tenant to the fines set forth in the Condominium Documents and the Rules and Regulations with each day constituting a separate and independent offense.
- 2. The provisions of this section and any Rules and Regulations adopted thereunder shall take precedence over any other section in the lease or occupancy agreement.
- 3. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that the Trustees, and/or their agents, servants, and/or employees shall not bear any personal or individual responsibility with respect to said lease or occupancy agreement.

4. Any failure by the Tenant to comply in all respects with the provisions of the Master Deed, Condominium Trust and Rules and Regulations shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Board of Trustees shall have the following right and remedies against both the Unit Owner and Tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the Tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive.
  - a. The Board of Trustees shall have the right to levy fines against the owner and tenant of the affected unit in accordance with the provisions of the Condominium Documents, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of M.G.L. c. 239, in the name of the landlord, or in the name of the Trustees, or both. The Board of Trustees shall provide the Unit Owner a thirty (30) day period to commence a Summary Process Action.
  - b. The Board of Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustees' election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default, shall not be deemed to bar the Trustees from exercising any or all such remedies in the future, either as to the same, or any future default(s).
  - c. All of the expenses of the Board of Trustees in giving notices, including notices to quit, and maintaining and pursuing actions and holding hearings hereto shall be entirely at the expense of the tenant and/or Unit Owner of the affected unit and they will be jointly and severally responsible for the same, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were common expenses owed by the unit or Unit Owner and shall constitute and be a lien upon the premises pursuant to M.G.L. c. 183A and subject to the rights and enforcement and remedies thereto.
  - d. The Unit Owner shall, at his/her expense, and upon his/her initiative, inform all agents, servants and/or employees of the provisions of this section and shall at his/her expense and upon his/her own initiative, furnish copies of the Condominium Documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
  - e. A true copy of the lease or occupancy agreement shall be delivered to the Managing Agent forthwith upon its execution.

- f. The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- g. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that the Board of Trustees and/or their agents, servants and/or employees shall not bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- h. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section and every lease or occupancy agreement shall be deemed to include all the provisions of this section.
- i. Every lease or occupancy agreement shall provide the following information:
  - The name and telephone number of the individual who shall oversee the maintenance and repair of said unit.
  - The name and telephone number of the individual and/or entity that is responsible for the maintenance and repair of the common areas. The Lessor must provide the applicable party with any change in the above information.
  - The name(s) of any tenant(s) or occupant(s) of the unit, other than visitors less than thirty (30) days.

#### **NON-DISCRIMINATION**

Notwithstanding anything to the contrary herein, no part of these Rules and Regulations now or hereafter adopted or promulgated (including but not limited to the provisions this Section) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of units or any negotiations in connections therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by any reason of the fact that children will occupy such unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

#### **SEVERABILITY**

In the event that any provision of this section shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner the validity, enforceability or effect of the remainder of this section and any license to lease units thereunder; and, in such event, all the provisions of this section shall continue in full force and effect as if such invalid provisions had never been included herein.

**TADMUCK MEADOWS CONDOMINIUM TRUST  
ADDENDUM TO LEASE/RENTAL AGREEMENT**

**(Attach Copy to Lease Agreement)**

1. Lessee acknowledges by his/her execution of the lease herewith that he/she has received and/or reviewed a copy of the Tadmuck Meadows Condominium Trust Rules and Regulations of the Condominium Association, a copy of which are attached hereto and incorporated herewith. Lessee agrees that they are bound by the terms of the Master Deed, Condominium Trust and Rules and Regulations as the same may be amended from time to time.
2. Lessee agrees that he/she will not violate the provisions of any said documents and take his/her lease subject to all of the requirements of the aforementioned documents, notwithstanding any provisions found in this lease, and that in the event of a conflict between the lease and the rights granted thereunder, and the condominium documents (i.e., master deed and declaration of trust, and any amendments thereto) that said condominium documents will be the controlling source of the obligations contained hereunder.
3. Lessee acknowledges that he/she will be jointly and severally liable with the Unit Owner for any violation of the condominium documents and that in the event of a violation of the provisions of the condominium documents that any lease hereunder may be terminated, at the sole discretion of the board of trustees, all in conformity with the condominium documents and Massachusetts General Laws.
4. Said termination by the Board of Trustees shall not relieve the Unit Owner and/or lessee of any liability which said Unit Owner and/or lessee may have to the condominium association, nor relieve the Unit Owner and/or lessee from any damage due to the association and all applicable fines, attorney's fees and costs as set forth in the condominium documents.
5. Lessee further acknowledges that the condominium association, pursuant to the condominium documents, will have the right to enter the unit as may be provided within said documents.

**TADMUCK MEADOWS CONDOMINIUM TRUST  
ADDENDUM TO LEASE/RENTAL AGREEMENT CONTINUED**

Lessee(s)/Renter(s) hereby acknowledge that they have received and reviewed a copy of the Rules and Regulations of the Tadmuck Meadows Condominium Trust and agree to observe the provisions thereof.

Further, the Lessee(s)/Renter(s) hereby acknowledge and agree that they are also subject to the terms of the Condominium Documents, i.e., the Master Deed, the By-laws and the Condominium Trust.

Lessee(s)/Renter(s) understand that in case of a conflict between their Lease or Rental Agreement with the Unit Owner and the provisions of the Rules and Regulations and other Condominium Documents, the provisions of the Condominium Documents take precedent.

Unit Address: \_\_\_\_\_

Owners Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Please list other household members: \_\_\_\_\_

\_\_\_\_\_

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This Addendum must be attached to the Lease Agreement and returned within ten (10) days after the Lease Agreement is signed to:

Linear Property Management, LLC  
150 Westford Road Suite 21  
Tyngsboro, MA 01879  
(978) 649-1818  
Fax: (978) 649-9102  
Email: LP@LinearProperty.com