

Rules and Regulations
Nagog Woods Community Corporation

NAGOG WOODS RULES

DEFINITIONS

Unless the context otherwise specifies or requires, the terms used in these Rules and Regulations shall have the meanings herein specified.

Articles

The term "Articles" shall mean the Articles of Organization of the Nagog Woods Community Corporation.

Association

The term "Association" shall mean the Association formed by the Unit Owners in each condominium and shall have the same meaning as the words "Organization of Unit Owners" as defined and used in Massachusetts General Laws, Chapter 183A, as amended.

Board of Directors

The term "Board of Directors" shall mean the Board of Directors of the Corporation.

Board of Managers

The term "Board of Managers" shall mean the Managing Board of each Association.

Buildings

The term "Buildings" shall mean the Buildings, improvements and structures located on the Property, as defined herein.

Bylaws

The term "Bylaws" shall mean the Bylaws of the Corporation and/or the Bylaws of the Association of each condominium located in the Village of Nagog Woods.

Common Elements

The term "Common Elements" shall have the same meaning as the words "Common Areas and Facilities" as defined in Section 1 of Massachusetts General Laws, Chapter 183A, as amended.

Community Areas

The term "Community Areas" shall mean those areas on the Property to be devoted to recreational, conservation, and other community functions, which the Grantors intend to convey to the Corporation.

Condominium

The term "Condominium" shall mean the real property within a Residential Area, as defined herein, which has been submitted to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Corporation

The term "Corporation" shall mean the Nagog Woods Community Corporation, a non-profit corporation created to own the recreational facilities located on the Property and serving the condominiums, to perform certain community functions, and to enforce the Nagog Woods Restrictions, all as set forth in said Restrictions.

Grantors

The term "Grantors" shall mean Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust dated January 14, 1972, recorded in Middlesex South Registry of Deeds in Book 12143, Page 728.

Multifamily Dwelling

The term "Multifamily Dwelling" shall mean a building containing three or more units and designed for occupancy exclusively for living purposes.

Multifamily Residential Use

The term "Multifamily Residential Use" shall mean the occupation or use of a Multifamily Dwelling in conformity with the Nagog Woods Restrictions and requirements of zoning bylaws of the Town of Acton and applicable state, county, and municipal rules and regulations.

Nagog Woods Restrictions

The term "Nagog Woods Restrictions" shall mean the covenants and restrictions contained in a set of restrictions recorded by the Grantors in said Deeds in Book 12293, Page 1 .

Owner

The term "Owner" shall mean the person or persons owning a Unit or other real estate within the Village of Nagog Woods, and shall include the Grantors.

Property

The term "Property" shall mean the land owned by the Grantors, the Corporation, any owner, and their successors, assigns and nominees, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto.

Unit

The term "Unit" shall mean a dwelling unit in a Multifamily Dwelling, as defined herein, which is designed for occupancy for living purposes.

RULES AND REGULATIONS

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

2. There shall be no obstruction of the Common Elements or Community Areas nor shall anything be stored in the Common Elements without the prior written consent of the Board of Managers or the Board of Directors except as herein or in the Bylaws expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit or other real estate in accordance with the provisions of the Bylaws and the Nagog Woods Restrictions.

3. Nothing shall be done or kept in any Unit or in the Common Elements or Community Areas which will increase the rate of insurance of any of the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the

Board of Managers, or Board of Directors, as the case may be. No Owner shall permit anything to be done, or kept in or on his Unit or other real estate, or in the Common Elements or Community Areas which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or Community Areas except where provision is made therefor.

4. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors, as provided in the Bylaws and Nagog Woods Restrictions.

5. Dogs, cats or other household pets owned by Owners may be kept in Units, without the approval of the Board of Managers, or Board of Directors, but subject to the rules and regulations adopted by the Board of Managers or Board of Directors, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Managers or Board of Directors.

6. No noxious or offensive activity shall be carried on in any Unit in the Common Elements, in the Community Areas, or elsewhere on the Property, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licenses, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall operate or suffer to be operated a phonograph, television set or radio in his Unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of any Building.

7. Nothing shall be done in any Unit or in, on or to the Common Elements, Community Areas, or other real estate, which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any

part of the Common Elements or Community Areas. The Common Elements and Community Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Owners and their lessees, families, agents and employees will be permitted to store items such as baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs, outside of their Units only in areas designated as storage areas by the Board of Directors. Storage by Owners in such areas shall be at the Owner's risk. This rule shall not prevent the use of terraces and wooden decks not within the boundaries of Units for their intended purposes.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit or other real estate be used or rented for transient, hotel or motel purposes. The right is reserved by the Grantors and the Board of Managers, or their agents, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot (1') by two feet (2').

11. Nothing shall be altered or constructed in or removed from the Common Elements or Community Areas, except upon the written consent of the Board of Managers or the Board of Directors, as the case may be.

12. Each Owner, including his lessees, family, agents or employees, shall keep his Unit or other real estate in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, decks or balconies thereof, any dirt or other substance.

13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit or other real estate shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit or other real estate.

14. The agents of the Board of Managers or the Board of Directors, and any contractor or workman authorized by said Board or Boards, may enter any room or Unit in the Buildings at any reasonable hour of the day upon twenty-four (24) hours' notice (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

15. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers or the Board of Directors, as the case may be.

16. Garbage cans shall be placed only in those areas designated as trash collection areas by the Board of Managers or the Board of Directors. Nothing shall be hung from the windows, terraces or decks or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks or terraces.

17. No parking spaces shall be used for any purpose other than to park automobiles. Boats and trailers may be parked only in an area designated for such purpose by the Board of Directors.

18. No terrace or deck shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors.

19. No Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or other real estate any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

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

21. The Board of Managers or Board of Directors, or their designated agents, may retain a pass key to each Unit. No Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Managers or Board of Directors. In case such consent is given, the Unit Owner shall provide said Board or Boards, or their agents, with an additional key pursuant to its right of access to the Unit.

22. The Board of Directors may charge guests for the use of the swimming pool and may restrict the number of guests that may use the swimming pool.

23. The swimming pool may not be used unless a qualified lifeguard is present.

24. Rules of behavior for the swimming pool and pool area will be promulgated by the Board of Directors, and all Owners and their families and guests must abide by such rules.

25. Unless otherwise provided by the Board of Directors, draperies or curtains must be installed by each Unit Owner, lessee or occupant, as the case may be, on all windows of his or her Unit and must be maintained in said windows at all times. No blinds may be installed or used without draperies. The color of the portion of said draperies, blinds or curtains visible from the exterior shall conform to standards specified by the Board of Directors.

26. The Board of Directors shall, from time to time, promulgate a list of service and convenience individuals and firms such as dry-cleaners, launderers, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Directors.