

Rules and Regulations

These Rules and Regulations are adopted pursuant to the terms of the Whispering Pines Estates Condominium Trust dated _____, 2009 and recorded with the Middlesex North Registry of Deeds (hereinafter referred to as the “Declaration of Trust” or the “Condominium Trust”), which said Trust is the organization of Unit Owners of the Whispering Pines Estates, situated at 39 Lakeview Avenue, Tyngsboro, Middlesex County, Massachusetts, created by Declarant, Whispering Pines Real Estate Development, LLC, by Master Deed dated _____, 2009 and recorded with the Middlesex North Registry of Deeds herewith (herein after referred to as the “Master Deed”)

These Rules and Regulations are adopted for the benefit of the owners of Units at the Whispering Pines Estates Condominium (the “Condominium”). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere, restrict, or burden the use of the property.

All residents and guests are expected to abide by these rules, which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

Any inconsistencies or conflict between the provisions of these Rules and Regulations and the terms and conditions of the Comprehensive Permit, the Regulatory Agreement, the Monitoring Services Agreement and/or the Deed Rider (collectively, as per Paragraph 27 of the Master Deed, the “Affordable Housing Plan”) shall be construed in favor of the Affordable Housing Plan. Any amendment to these Rules and Regulations purporting to alter, amend or delete the Affordable Housing Plan, or contrary to the terms and conditions thereof, shall be void and of no force and effect.

The words used in the Rules and Regulations have the same meaning used in the Master Deed and Declaration of Trust.

1. General. Nothing shall be done or kept in any Unit, Limited Common Area or Common Area which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the limited Common Areas or Common Areas. No use shall be made of the Common Elements other than the uses permitted in the Master Deed, the Trust, or by the Trustees. Nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.

2. Additions to the Exterior of the Building: Changes affecting the appearance of the exterior of any building, such as skylights, chimneys. Decorations, awnings, signs, sun shades, air conditioning equipment, antennas, satellite dishes, sun shades, storage sheds,

fans, screens and enclosures, statues, urns, animal facsimiles, fences, scarecrows, vegetables or flower gardens or the like changes shall be made only with consent of the Trustees of Condominium Trust (the "Trustees"), and only in accordance with the Comprehensive Permit and any modification(s) thereof.

2. Use. The Condominium Property is for residential purposes only. No unit may be used, in whole or in part, for business purposes, except for by the Declarant, if, as and to the extent authorized by the Comprehensive Permit. 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, except for the Declarant, as aforesaid.

3. Noise. Owners, guests, and lessees will be expected to reduce noise levels after 10:00 pm and before 7:00 am and maintain reasonable noise levels at all other times so that neighbors are not disturbed. At no time are musical instruments, radios, or televisions to be so loud as to become a nuisance.

4. Outdoor Equipment and Children's Playthings. Lawn furniture, bicycles, Children's playthings and other personal articles and equipment shall not be left outside of the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

5. Outdoor Grills. The use and storage of outdoor cooking grills within five (5) feet of a Unit is prohibited. Storage of any type of grill outside of the Unit is prohibited except on the deck, provided said storage on the deck is not in violation of any local, state, federal statute or regulation or other law not allowed due to insurance prohibitions. When in use outside, cooking grills shall be maintained and used in such a fashion as to meet the safety and aesthetic standards established by the Trustees, from time to time.

6. Clothes Lines. No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas and Facilities. No such articles shall be placed in a Unit so as to be exposed to public view.

7. Improper Use of the Common Areas and Facilities. There shall be no use under the Common Areas and Facilities, which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in enjoyment of the Condominium. No part of the common areas or limited common areas and facilities of the Condominium shall be decorated or furnished by a Unit owner or Tenant in any manner. Improvements to the landscaping of the Common Areas and Facilities shall be done only by the Trustees or in such cases as permission of the Trustees has been in writing. There shall be no organized sports activities, picnicking, or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no circumstances may a fire of any kind (excluding barbecue grills) be lighted or marinated and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local Fire

Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.

8. Household Pets. No pets are allowed without the PRIOR WRITTEN CONSENT OF THE TRUSTEES. Each unit may have 1 dog OR 1 cat per the master deed. All pets in the Condominium must comply with all provisions of the Master Deed of the Condominium. If a pet creates noise, is allowed to be outdoors (except on a leash), or in any way creates a disturbance or unpleasantness, the Board will be forced to remove the pet from the Condominium. No pet shall be tied or leashed anywhere on the Whispering Pines Estates property, nor shall any pet be allowed to relieve itself on any of said property. Each owner shall hold the Board harmless against loss or liability for any actions of his pet within the Whispering Pines Estates Condominium. No pet shall be tied to any Common Areas or Limited Common Areas.

9. Driveway and Parking. Each unit is assigned the exclusive use of the parking spaces directly in front of their unit as well as the garage space within their unit. Any guest parking area is for the exclusive use of the guests of the condominium and shall not be used for parking by the unit owners. Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of the other Owners and their tenants to appropriate use of the parking spaces. Repairing or servicing of vehicles within the parking areas is prohibited. Only private passenger vehicles (including automobiles, motorcycles, small pick-up trucks customarily used primarily for the transportation of passengers, and so-called sport utility vehicles) and commercial vans not greater in size than (3/4) ton will be allowed to park overnight in the driveways and parking areas.

10. Signs. Unit owners may not display “For Sale” or “For Rent” signs or any other signs in the windows of their units or on any exterior elements of their unit or on any common areas. This prohibition shall not apply to the Declarant.

11. Abuse of Mechanical Systems. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

12. Camper, Trailer, Boat, Etc, Storage. No commercial trucks or similar heavy duty vehicles, snowmobiles, boats, utility trailers, boat trailers and camping trailers will be allowed within the open areas of the condominium. No unregistered motor vehicles are allowed outside of any individual unit or on any common areas. This prohibition includes the overnight storage of such vehicles and equipment.

13. Trash. Trash will be picked up curbside weekly. All trash must be put out on the curb in secure, tightly closed trash containers (i.e. garbage barrels) and not in trash bags or loosely as to allow trash to be blown around the condominium development. Trash may be placed outside no earlier than 5:00pm on the day before pickup and those barrels must be removed no later than 11:00pm on the day of pickup.

14. Offensive Activities. No owner may use or maintain his or her units or the Common Areas appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive or be a violation of the terms of the insurance policy of the Condominium.

15. Structural Integrity of the Buildings. Nothing shall be done in any Unit or in any Common Areas and Facilities that will impair the structural integrity of the building, nor shall anything be done in or in said areas that would structurally change any building, without the prior written permission on each occasion by the Trustees, and only in accordance with the Comprehensive Permit and any modification(s) thereof.

16. Payment of Condominium Fees. Monthly condominium fees are due on the first of each month. A \$25.00 late fee will be assessed for any fee received after the 7th day of the month. An additional late fee of \$25.00 will be assessed after the payment is 30 days late. Payments will be applied to any outstanding fees before being credited to current fees.

17. Storage. Except for storage in Units and/or garages deeded as part of a Unit, or in other areas as may be designated by the Trustees, there shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the Common Areas and Facilities.

18. Flammable Storage

No Unit Owner or occupant or any of its agents, lessees, or visitors shall at any time bring into or keep in his or her Unit or the Common Areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in the Units.

19. Snow Removal.

During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from visitor parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the area until the snow plowing is complete. The Trustees are authorized to impose a per occurrence fine for failure to do so.

20. Abuse of Mechanical Systems

Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

21. Moving.

Moving companies or other furniture movers, including Unit Owner and/or Unit occupants shall neither move into Units or out of Unit before 7:00am or after 9:00 pm.

22. Littering.

There will be no littering. Paper cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on the Common Areas or Limited Common Areas.

23. Junk Mail.

All junk mail must be removed from the mail facilities and disposed of by the Unit Owners.

24. Speed Limit.

Unless otherwise posted by the Trustees, the speed limit on all streets and drives within the Condominium shall be ten miles per hour.

25. Proper maintenance of Units.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or substance from the doors or windows thereof. The toilets, sinks and other plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage to the plumbing systems resulting from such misuse shall be paid for by the Unit Owner who causes it.

26. Leases.

All lease or rental agreements for Units shall be in writing, and of minimum duration of six months. Lessors are required to provide the Trustees with a copy of the lease. All leases for Units shall be in writing, and of minimum duration of six months. Lessors are required to provide the Trustees with a copy of the lease. All leases for Units within the Condominium shall include the following language:

This lease is made in all respects subject to the Lessor's obligations created by the Condominium Law, by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees and by the Comprehensive Permit referenced in said Master Deed and Declaration of Trust. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions and Rules and Regulations, and the Comprehensive Permit. Failure to comply with these provisions may be deemed a material breach of this lease agreement.

Violation by tenants: Unit Owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations, and the Comprehensive Permit, by their tenants, If such violations by a tenant creates a nuisance, the Board may give written notice to the landlord-unit owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord-unit owner shall be responsible for all costs incurred, including reasonable

attorney's fees. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, Bylaws and Rules and Regulations of the Condominium, and by the terms and conditions of the Comprehensive Permit. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Tenant in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. The unit owner shall file a copy of this lease with the Board of Trustee of Condominium.

Each lease must contain the following information: the names of all persons that will reside in the unit and the ages of anyone under age 18; the year, make, model, color and plate number of each vehicle to be parked in the community; the name, address and telephone of an individual who should be contacted in case of an emergency.

Any unit owner failing to file said lease at the above address prior to the occupancy of his unit by the tenant shall be assessed the penalty for each violation, and shall be responsible for all court and legal costs involved in the collection of the above mater.

Notwithstanding the foregoing, at no time shall an Affordable Unit, as defined in Paragraph 8.7 of the Master Deed, be leased.

27. Enforcement.

The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for the violation of these Rules and Regulations. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation of any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.

28. Amendment.

These Rules and Regulations may be amended from time o time as provided for in the By-Laws. The Trustee shall have the authority to enforce these regulations through the use of fines and legal actions provided for in the Condominium By-Laws.

29. Right to a Hearing.

Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Board of Trustees will be granted a hearing, provided that said requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the unit owner, and/or his/her representative and the complainant are required to attend the hearing.

Executed this ____ day of _____, 200__

Whispering Pines Real Estate Development, LLC by:

