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k. Leasing of unit estates;

l. Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit estate;

m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on unit estates.

ARTICLE VIII

CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

ARTICLE IX

RULES AND REGULATIONS

These Rules and Regulations are adopted for the benefit of owners of residences at Thompson Green Condominiums. They are intended to contribute to preserving a clean and attractive environment, and to assuring the

peaceful enjoyment of the community. They are also intended to protect and enhance the value of all property at Thompson Green. They are not designed to unduly interfere, restrict or burden the use of the property.

All residents and their guests are expected to abide by these rules which are meant to supplement the provisions of the Declaration of Trust of Thompson Green.

1. Additions to Exterior of Buildings. Changes affecting the appearance of the exterior of any building, such as decoration, awnings, signs, sun shades, air conditioning equipment (other than replacement in kind), fans, screens and enclosures, or other changes shall be made only with the consent of the Trustees. No exterior television and radio antennas shall be allowed.

2. Noise. Owners, guests and lessees will be expected to reduce noise levels after 10:p.m. so that neighbors are not disturbed. At no time are musical instruments, radios or televisions to be so loud as to become a nuisance.

3. Littering. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the ground or other common property of Thompson Green.

4. Outdoor Equipment. Cooking equipment, lawn furniture, bicycles, children's wheeled vehicles and toys, and any other personal articles and equipment shall not be

left in conspicuous locations outside a living unit, and when used outside, shall be maintained and located in such fashion as to meet the aesthetic standards of the Association as established from time to time.

5. Clothes Lines. No clothes, linens or similar materials shall be hung or otherwise left or placed in or on common property except as the Board may allow during specific periods in spring and fall, when airing of clothes and other items may be essential. No such articles shall be placed in a Unit so as to be exposed to public view.

6. Maintenance of Common Property. Improvements, maintenance and landscaping of Common Property shall be done only by the Association or in such cases as permission of the Association has been obtained.

7. Improper Use of Common Property. There shall be no use of Common Property which injures or scars the Common Property or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of Thompson Green.

8. Outside Activities. There shall be no organized sports activities picnicking or fires, except in areas approved by the Board.

9. Household Pets. Household pets will not be allowed, pursuant to the Declaration of Trust.

10. Parking Spaces. Owners and their lessees shall be responsible to see that neither they nor their guests

interfere with the right of other Owners and their lessees to park within a reasonable distance of their Units.

11. Motor Bikes, Snowmobiles, etc. No motorcycles, motor and mini-bikes, snowmobiles, or similar terrain vehicles, or unmuffled or inadequately muffled vehicles will be operated within the confines of Thompson Green.

12. Campers, Trailer, Boat, etc. Storage. Due to space limitations, no motorcycles, motor and mini-bikes, snowmobiles, boats, utility trailers, boat trailers and camping trailers will be allowed within the confines of Thompson Green unless appropriate temporary or permanent, as the case may be, storage arrangements have been approved by the Board. This prohibition includes the overnight storage of such vehicles and equipment.

13. Speed Limit. The speed limit for all vehicles is ten (10) miles per hour.

14. Offensive Activities. No offensive activities shall be carried on at Thompson Green, nor shall anything be done or placed at Thompson Green which may be a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other Unit owners or the public.

15. Guests. Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to request that the guest leave. Responsibility for such supervision shall rest with any Owner who is the host of such guest.

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16. Complaints. Complaints of violations of these Rules and Regulations shall be made to the Trustee, either verbally or in writing. If the Owner does not receive satisfaction from the Trustee, or if there is no Trustee present at that time, he should put his complaint in writing and forward it to the Board. If the Board feels that the Complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.

17. Amendment. These Rules and Regulations can be revised in any way at any time by the Board as conditions warrant, provided a written communication is sent to each Owner advising him of the change.

18. Delegation of Powers. The Board shall have the authority and duty to enforce these Rules and Regulations, but, in its discretion may delegate such authority and duties under these Rules and Regulations to whomever it deems advisable.

IN WITNESS WHEREOF, the said Thompson Green Associates, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by James R. Adams, its President and Treasurer, duly authorized this 21st day of December 1982

THOMPSON GREEN ASSOCIATES, INC.

BY: James R. Adams, President & Treasurer
James R. Adams, its President
and Treasurer



I James R. Adams hereby accept
appointment as trustee hereunder

James R. Adams
James R. Adams

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 21 1982

Then personally appeared the above named James R. Adams
and acknowledged the foregoing instrument to be his free act
and deed, before me,

Burton L. Schaffer
Burton L. Schaffer, Notary Public
My commission expires 6/9/1989

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.
1982

December 21

Then personally appeared the above named, James R.
Adams, President and Treasurer as aforesaid, and acknowledged
the foregoing instrument to be his free act and deed and the
free act and deed of Thompson Green Associates, Inc., before
me,

Burton L. Schaffer
Burton L. Schaffer, Notary Public
My commission expires 6/9/1989

RECORDED
DEC 21 1982
SUFFOLK COUNTY
MASSACHUSETTS