

**MASTER DEED
OF
PARADISE CREEK ESTATES CONDOMINIUM**

The Miller Street Nominee Trust, a Massachusetts trust, with an address of 399 George Hannum Road, Belchertown, Massachusetts (hereinafter collectively with its successors, heirs and assigns referred to as the "Declarant"), being the owner of certain land in Ludlow, Hampden County, Massachusetts, consisting of approximately 28 acres of land located at the intersection of East and Miller Streets, as further described in Exhibit A attached hereto, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter collectively referred to as the "Property" or the Land"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect to the property, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name. The name of the condominium shall be the **PARADISE CREEK ESTATES CONDOMINIUM** (hereinafter referred to as the "Condominium").

2. Description of Land. The premises which constitute the condominium comprise the land (the "Land") described on Exhibit A situated at the intersection of East and Miller Streets in said Ludlow together with the improvements and buildings now existing and to be hereinafter constructed thereon, as shown on a plan entitled "Plan of Land in the Town of Ludlow, Massachusetts, Hampden County, Prepared for Paradise Creek Estates Condominium", drawn by Durkee, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors, of 356 Front Street, Chicopee, Massachusetts, dated November 15, 2007, and recorded with the Hampden County Registry of Deeds in Plan Book 348, Plan 67, (the "Site Plan"). As of the date of this Master Deed, Paradise Creek Estates Condominium consists of ~~one~~ (3) units in one (1) building and is the first phase of a multi-phase condominium. The Declarant reserves the right, but not the obligation, to create additional phases, including any part thereof, by adding by amendment to this Master Deed additional units to be constructed on the Property. Any additional units to be added shall be constructed consistent with the initial units in terms of quality of construction.

When and if all Phases are completed the Condominium will contain not more than eighty (80) units. Said Property is subject to the right and easement hereby reserved by the Declarant to construct additional buildings, parking areas and roadways for future phases and to add additional land to the Condominium upon which units and other appurtenances may be constructed by the Declarant. The Declarant also reserves the right to have as an appurtenance to the construction of the future Phases an easement to pass and repossess over the Land, including the right to store equipment and supplies, and materials so far as the same are necessary or convenient for the construction of said future Phases. The Declarant shall have the right and easement to use all driveways and

walkways affording access to the premises including the right and easement to construct additional driveways and walkways to serve the land and buildings in the future Phases, provided that such easement for access and construction shall not permanently interfere with the access of the owners to the units in Phase I and to the units in each subsequent Phase in a material manner, if and when added.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub-phases within one or more phases) to change the order or number of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant easements over, under through and across the common areas of the condominium for the purpose of installing gas, electricity, telephone, cable, data, and all other utility lines serving the units in the condominium and such other equipment as may be necessary for the installation and operation of the same.

The Declarant reserves the right to amend the Master Deed for the purpose of adding additional Units to be constructed on the Property, and to add contiguous and adjacent parcels of land, which the Declarant may acquire in the future, to the land and to add additional units to the condominium to be constructed thereon: however nothing herein shall compel the Declarant to add additional land. In the event that the Declarant chooses to so add land and/or units, it shall be done in conformance with the provisions of Section 11 of this Master Deed.

3. Trust. The organization through which the owners of condominium units (hereinafter referred to as the "Units") will manage and regulate the condominium established hereby is the PARADISE CREEK ESTATES CONDOMINIUM TRUST under Declaration of Trust of even date and recorded herewith (hereinafter referred to as the "Trust" or the "Condominium Trust").

The Trust established an organization of which the Owners of the Units shall be members and in which such Owners shall have an interest in the Condominium Common Areas and Facilities to which they are entitled hereunder. The name of the original and present condominium trust (hereinafter referred to as the "Trustee" or the "Condominium Trustees") of the Trust is The Miller Street Nominee Trust by its Trustee, Alan R. Kotowicz.

In addition to the provisions of the trust instrument itself, the Trust, acting through its Trustees, may enact, from time to time, Rules and Regulations pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Building

Phase 1 of the condominium consists of one (1) building (the "buildings") initially comprised of three (3) units. The building is one (1) story in height above grade, with basement foundations. The construction is wood-frame on a concrete foundation. Interior structural and non-structural floor and wall members are principally of wood. Wall finish is gypsum board on wood studs. The roof is pitched with asphalt shingle. The exterior walls of the Buildings are insulated and clad with vinyl siding.

Electricity and natural gas are separately metered for each Unit with separate metering for common areas.

5. Floor Plans, Designations of Units and their Boundaries. The plans of the Building recorded herewith showing the layout, location, unit designation and dimensions of the Units in Phase 1, stating that the Buildings have no name and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the same, as built, captioned "Plan of Land in the Town of Ludlow, Massachusetts, Hampden County, Prepared for Paradise Creek Estates Condominium", drawn by Durkee, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors, of 356 Front Street, Chicopee, Massachusetts, dated November 15, 2007, and the Site Plan of the condominium (the "Plans") are recorded with and are part of this Master Deed.

6. Description of the Individual Units.

(a) The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate Common Area to which it has access is set forth in Exhibit B attached hereto and made a part hereof. A Statement of the proportionate interest in the common Areas and Facilities of each Unit of the condominium is set forth on Exhibit C attached hereto and made a part hereof. The proportionate interest of each Unit shall diminish upon additional phases or units being made a part of the Condominium pursuant to paragraph 11 of this Master Deed.

(b) The boundaries of the Units with respect to the floors, ceilings, walls, doors, windows, porches, and exterior appurtenances thereof are as follows (reference to all planes is taken as viewed from within the Unit):

(1) Floors: The plane of the uppermost surface of the Unit's lowest floor.

(2) Ceilings: The plane of the lowermost unfinished surface of the Unit ceiling, directly below the roof.

(3) Interior walls between Units: The vertical plane of the innermost unfinished surfaces of the interior walls dividing the Unit from the other Units.

(4) Exterior walls: The vertical planes of the innermost unfinished surfaces of the exterior walls.

(5) Doors and windows: As to the doors, the exterior surface thereof: as to the windows and sliding glass doors, the exterior surface of the glass and frames and storm windows, if any.

(6) Exterior Appurtenances: As to the exterior appurtenances, including hardware, light fixtures, chimney flues, skylights, and solar collectors with associated piping and controls, and exterior surfaces thereof, subject to Paragraph 10 of this master Deed.

(c) The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with the owners of all other Units served thereby, all utility lines and other common Facilities located in any of the other Units serving such owner's Unit and the right to use all utility lines and equipment servicing exclusively that Unit, wherever located on the Property. Nothing in this paragraph shall be construed to limit the right of any owner of a Unit to use the Common Area and Facilities in accordance with their intended use.

(d) Each Unit shall be subject to the rights of the other Units as set forth in the foregoing paragraphs if and so far as applicable to the Unit.

(e) Each Unit shall be subject to and have the benefit of the provisions of this Master Deed, the Condominium Trust, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, and Chapter 183A.

7. Descriptions of Common Areas and Facilities. The Common Areas and Facilities of the Condominium consist of the entire land as referred to above and Common Buildings as shown on the Site Plan, and also including, without limitation, the following as may exist from time to time:

(a) The land described in Exhibit A and any recreational facilities on the premises of the Condominium, lawn, walks, pathways, and other improved areas not within the Units, and common parking areas, together with the benefit of and subject to easements, restrictions, agreements and rights of way of record, if any, so far as same may be in force, and subject to the right and easement of the Declarant to construct the units constituting additional phases of the Condominium, as hereinbefore described, and in conjunction therewith, to grant mortgages on all or part of the buildings additional phases and/or Declarant's rights to construct and sell additional units within the condominium and the right and easement to submit such phases by amendment to the Master Deed. Until such amendment is recorded by the Declarant the buildings constituting proposed additional units will remain the property of the Declarant and shall not constitute part of the condominium.

(b) The foundations, structural columns, girders, beams, supports, joists, trusses, and those portions of exterior and interior walls, common walls, floors, ceilings, and roofs not included as part of the Units.

(c) All utility lines and installations for central services such as power, light, telephone, water, and waste disposal, including all equipment attendant thereto situated inside or outside the Units of Phase I, including those lines and installations which exclusively serve an individual Unit or are located in that Unit.

(d) The yards, lawns, planting areas, garden area, drives, walkways, parking spaces and areas, and the improvements thereon and thereof and including walls, fences, steps, railings, and other improved or unimproved areas not within the Units.

(e) Each Unit shall be subject to the rights of other Units as set forth in the foregoing paragraph if and so far as applicable to that Unit.

(f) **Parking.** Each Unit shall have appurtenant thereto the exclusive right and easement to use the parking space immediately in front of the garage which is a part of the Unit and such other parking space(s), if any, which are designated in the first Unit Deed to such Unit by the Declarant. Any parking space so designated shall thereafter be conveyed together with the Unit whether or not specifically referenced in future deeds or mortgages and may not be sold separately from said Unit except that Unit Owners may exchange parking spaces. At the time the Declarant no longer owns any Units in the Condominium, any parking spaces which have not been assigned to a particular Unit shall become non-exclusive common area of the Condominium and shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees, including, without limitation, providing for the efficient removal of snow or the making of repairs to the parking areas and Buildings.

(g) **Porch and Decks.** Any porch or deck directly adjacent to any Unit and shown on the Plans shall be common area, with each such Unit entitled to an easement for the exclusive use of said porch or deck. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order and condition. Maintenance and repair of porches and decks shall be the responsibility and expense of the Trust. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive porch or deck without being deemed guilty of any manner of trespass. The right to use a porch or deck shall not, in any event, be severed from ownership of the Unit for which they are appurtenant. Grills or similar apparatus shall be permitted on rear decks only provided same are used at a distance of five (5) feet or greater from the wall of any Unit or railing.

8. **Proportional Interest of Units in Common Areas and Facilities.** The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit "C" attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date. The Declarant reserves the right to alter the

corresponding percentage interests appertaining to such units as additional units are made a part of the Condominium provided that such percentage interests are modified in conformance with Chapter 183A, as amended.

9. Units Subject to Master Deed, the Condominium Trust, and the Rules and Regulations.

(a) All present and future owners and all tenants and occupants of the Units shall be subject to and shall comply with the provisions of the Master Deed, the Condominium Trust, and any duly adopted Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Master Deed, the Condominium Trust, and any duly adopted Rules and Regulations, or any of them, as may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

(b) The failure of any Unit owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations promulgated pursuant thereto, and Chapter 183A shall give rise to a cause of action in the Trustees of said Trust, which may then enforce in any manner permitted by law, including, without limitation, by court action, injunctive relief, and for damages.

10. Restrictions on Use of the Buildings, Common Areas and Units. The property shall be subject to the following restrictions:

(a) Statement of Purposes: the units and the common areas and facilities therein are intended to be used as follows:

PARADISE CREEK ESTATES CONDOMINIUM IS A HOUSING COMMUNITY LIMITED TO OCCUPANCY BY AN INDIVIDUAL FIFTY-FIVE (55) YEARS OF AGE OR OLDER (A "QUALIFIED PERSON"), OR IN THE CASE OF MULTIPLE OWNERS OR LESSEES OF A UNIT, AT LEAST ONE OF WHOM IS AT LEAST FIFTY-FIVE (55) YEARS OF AGE; PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL BE SATISFIED IF THE UNIT IS SOLD, LEASED OR OTHERWISE TRANSFERRED TO A TRUSTEE OR TRUSTEES OF A TRUST IF THE UNIT IS OCCUPIED BY AT LEAST ONE BENEFICIARY OF THE TRUST WHO IS AT LEAST FIFTY-FIVE (55) YEARS OF AGE.

(b) Any parking space or driveway on the Property above is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition and owned by Unit occupants and their guests and invitees, and not

for trucks, boats, trailers, or other vehicles or items except with the prior written permission of the trustees, provided, however, that any such parking spaces may be used by the Declarant for other purposes pursuant to the provisions in subparagraph (c) of this paragraph 9.

(c) The Units and the common Areas and Facilities shall be subject to the restrictions, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust, that:

(1) No business activities of any nature shall be conducted in any such Unit. Notwithstanding the foregoing, the Units may be used by an owner for a home occupation which does not have any employees employed at the Unit and does not have customers of the business traveling to the Unit.

(2) No Unit Owner shall rent, let, lease, or license for use and occupancy any unit except in accordance with the terms of this Master Deed, the condominium Trust recorded herewith and any rules and regulations hereafter promulgated by the Trustees pursuant to a written lease agreement, a copy of which shall be filed with the Trustees upon execution. Every lease agreement shall be specifically subject to this Master Deed, the Condominium Trust and any such rules and regulations.

(3) Except as otherwise provided in the Rules and Regulations duly adopted by the Condominium Trust, no animals or reptiles or any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in a Unit (but not more than one (1) animal in the aggregate), but subject to the Rules and Regulations adopted by the Trustees, provided that (i) they are not kept, bred, or maintained for any commercial purposes; (ii) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Trustees; (iii) no pet shall be permitted in any portion of the common Areas and Facilities or within an Exclusive Use Area, unless carried or on a leash; and (iv) said Unit owner shall be responsible for the proper maintenance of any Common Areas and Facilities as required due to use by such animal.

(4) The architectural integrity of the buildings and the Units shall be preserved without modification and, to that end, without limiting the generality, no porch, deck, balcony, terrace, garden, balcony or yard enclosure, awning, screen, antenna, sign (including "for sale" and "for rent" signs), banner, or other device; and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any exterior light fixture, door knocker, hardware, or other exterior appurtenance shall be made; and no painting or other decoration shall be done on any exterior surface or any window without the written consent of the Trustees.

(5) All maintenance and use by unit owners of porches, patios, lights, exterior doors, garage doors and other exterior appurtenances shall be done so as

to preserve the appearance and character of the same and the Property without modification. Notwithstanding the above restriction, patios and decks may be used in accordance with the Rules and Regulations duly adopted by the Condominium Trust.

(6) All use and maintenance of the Units shall be conducted in a manner consistent with comfort and convenience of the occupants of other Units and in accordance with provisions of Rules and Regulations with respect thereto, from time to time promulgated by the Trustees.

(7) No nuisance shall be allowed which is a source of annoyance to the Condominium residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(8) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of Laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit, shall be eliminated by and at the sole expense of the Owner of said Unit and, relating to the Common Areas and Facilities, shall be eliminated by the Trustees.

(9) A Unit Owner shall not place or cause to be placed in or on any of the common Areas and Facilities, other than within Exclusive Easement Use Area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No clotheslines or other objects shall be placed in any of the Common Areas and Facilities not subject to any Exclusive Easement. There shall be no parking on the Property except in the Parking Spaces, as may be designated.

(d) Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant:

(1) use any Units owned by the Declarant as models for display, as offices, and/or as storage areas or for any other uses which the Declarant deems necessary or desirable in connection with the construction, sale, or leasing of Units;

(2) use any Parking Spaces for parking of automobiles and trucks, for storage, and also for any uses which the Declarant deems necessary or desirable in connection with the construction, sale, or leasing of Units;

(3) lease unsold Units;

(4) place signs on the Land and Buildings, including "for sale" and "for rent" signs; and

(5) use and/or modify any portion of the Common Areas and Facilities that might be needed within reason for purposes of location, construction, sale, or leasing of the Phases.

(e) A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Condominium Trust, adopt such Rules and Regulations from time to time as they may determine to be necessary or appropriate to insure that the Buildings, Units, and Common Areas and Facilities are used for the purposes set forth in this paragraph 10 and to protect the architectural integrity of the Buildings.

(f) Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit owner to decorate the interior of his or her Unit in accordance with his or her own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith, subject, however, to the restrictions herein contained as to uses, or to prohibit the Owner of such Unit from remodeling the interior of such Unit, provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefore, if required by law, and provided, further, that the owner of such Unit shall first submit plans and specifications of the work to be accomplished to the board of Trustees, together with a written request for approval thereof, and shall not commence said work until such approval shall have been received in writing, which approval shall only be withheld in the event the structural integrity of the Unit or other Units is threatened. The failure of the Board of Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

II. Declarant's Reserved Rights to Amend Master Deed.

(a) **Technical Corrections.** Declarant reserves for itself, its successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including without limitation, correction of scrivener's or typographical errors.

(b) **Phase Amendments.** Declarant reserves for itself, its successors and assigns the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases and units, amending the order, number or mix of phases and units or any other purpose consistent with the reserved powers of the Declarant.

Each such amendment shall be effected by recording with the Hampden County Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of Section 10(a) and 10(b), including without limitation, the right of the Declarant, their successors and assigns, to amend the Master Deed pursuant to this Section, including without limitation, an amendment so as to result in a diminution of the percentage interest of any Unit in the Common Areas and Facilities of the Condominium without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to the Unit in the condominium, constitutes and appoints the Declarant, their successors and assigns, attorneys-in-fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Any right or power reserved to the Declaration in Section 10(a) or 10(b) or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

Notwithstanding the foregoing, the right to amend this Master Deed to add phases shall expire ten (10) years from the date of recording of this Master Deed.

12. Encroachments. If any portion of the Common Areas and Facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Areas and Facilities as a result of: (a) settling of the Building, or (b) alteration or repair of the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any such Building stands.

13. Amendments. In addition to the rights of the Declarant to amend this Master Deed to add additional units, and not in limitation thereof, this Master Deed may be amended by an instrument in writing:

(a) signed by the owners of Units at the time entitled to sixty-seven percent (67%) or more of the undivided interest in the Common Areas and Facilities;

(b) signed by a majority of the Condominium Trustees then in office;
and

(c) duly recorded with the Hampden County Registry of Deeds;
provided, however, that:

(1) the date on which any such instrument or amendment is first signed by the owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date;

(2) no instrument or amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered;

(3) no instrument or amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities, except pursuant to the phasing rights reserved to the Declarant, its successors or assigns herein, shall be of any force or effect unless signed by the owners of all the Units affected and the Declarant if the phasing rights continue in existence, and is recorded as an Amended Phase Deed:

(4) no instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of chapter 183A shall be of any force or effect;

(5) no instrument or amendment which purports to grant a right of first refusal, so called, to the Trustees of the Condominium Trust shall be of any force or effect;

(6) no instrument or amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank, insurance company, or other recognized lending institution shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(7) no instrument or amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument or amendment.

(8) the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Trust the right, without the consent or signature of any other Unit Owner, to amend this Master Deed to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

14. Mortgagee Approval. In addition to Unit Owner and Trustee approval for amendments as described in paragraph 13 above, first mortgagee approval of amendments must be obtained in the situations described in subparagraphs (a) and (b) of this paragraph 14. If there shall be a conflict in the application of the various provisions set forth in such subparagraphs to any situation, the more restrictive provision shall apply.

(a) The approval of eligible mortgage holders (as that term is described in the Trust) representing at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by eligible mortgage holders shall be required for any amendment of a material nature to this Master Deed, the condominium Trust, the By-Laws, or the rules and regulations of the condominium. A change with respect to any of the following matters shall be considered material, namely:

- (1) voting rights;
- (2) assessments, assessment liens, or subordination of assessment liens;
- (3) reserves for maintenance, repair, and replacement of Common Areas and Facilities;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interest in the general or limited Common Areas and Facilities, or rights to their use;
- (6) boundaries of any Unit;
- (7) convertibility of Units into Common Areas and Facilities or vice versa;
- (8) except with respect to the addition of the proposed Phase to the Condominium in accordance with the provisions of this Master Deed, the expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the condominium;
- (9) insurance or fidelity bonds;
- (10) leasing of Units;
- (11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (12) a decision by the Trustees or the Unit Owners to establish self-management when professional management has been required previously by an eligible mortgage holder;
- (13) restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Master Deed, the Condominium Trust, the By-Laws, the rules and regulations of the Condominium, or Chapter 183A;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(15) any provision that expressly benefit holders, insurers, or guarantors of first mortgages.

(a) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(b) In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Areas and Facilities.

(c) A first Mortgage, upon request made to the Board of Trustees, shall be entitled to written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

(2) any delinquency in the payment of assessments or charges owned by an owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains unsecured for a period of sixty (60) days.

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action which would require the consent of a specified percentage of First Mortgagees.

The approval of eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the Units that are subject to mortgages held by eligible mortgage holders shall be required for termination of the legal status of the Condominium for any reason other than substantial destruction or condemnation of the property which constitutes the Condominium.

If an amendment is not considered to be a material change, the approval of any eligible mortgage holder shall be assumed if the eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made and received by the mortgage holder. An affidavit by the Trustees appended to the amendment making reference to this provision stating that

notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, unless as least sixty-seven percent (67%) of the first mortgages (based upon one vote for each first mortgage owned) of Unit Owners (other than the Declarant) have given their prior written approval, neither the Trustees nor the Unit Owners shall:

- (1) by act or omission, seek to abandon or terminate the Condominium;
- (2) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (B) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (3) partition or subdivide any Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities (neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities nor the regulation of the use of the Common Areas and Facilities by the Trustees shall be deemed to be matters requiring consent under this paragraph 14(d));
- (5) use hazard insurance for losses to any Condominium property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such Condominium property.

15. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Areas and Facilities Located Inside of Units: Right of Access. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wire, ducts, flues, cables, conduits, public utility lines, and other Common Areas and Facilities located in any of the other Units or elsewhere in the Condominium and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Areas and Facilities located in such Unit and serving other Units. The Trustees, the manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent shall have a right of access to each unit, at reasonable times, and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit, or the Common Areas and Facilities, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Areas and Facilities in any Unit or elsewhere in the Building.

In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

16. Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and said Chapter 183 A. as amended, the provisions of Chapter 183A shall control.

(b) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provision of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(c) In the event of any conflict between the preceding paragraph 13 and any other provisions of the Master Deed or the Condominium Trust, the provision of said paragraph 13 shall control.

17. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

18. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A, shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, THE MILLER STREET NOMINEE TRUST has caused these presents to be executed on its behalf by ALAN R. KOTOWICZ, its Trustee, duly authorized this day of November, 2007.

THE MILLER STREET NOMINEE TRUST

By: Alan R Kotowicz Trustee
Alan R. Kotowicz, Trustee 11/19/07

COMMONWEALTH OF MASSACHUSETTS

Hampden,ss.

November , 2007

Then personally appeared the above-named **Alan R. Kotowicz, Trustee**, and acknowledged the foregoing instrument to be the free act and deed of **The Miller Street Nominee Trust**, before me,



Notary Public
My Commission Expires;

SABINO BILOTTI, Notary Public
Commonwealth of Massachusetts
My Commission Expires June 18, 2010

MASTER DEED OF
PARADISE CREEK ESTATES CONDOMINIUM

EXHIBIT A

PARCEL I

the land in Ludlow, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the Easterly line of Miller Street at land of Spurgeon Evans et ux, as Registered in the Land Court of the Commonwealth of Massachusetts, Case No. 3083, Plan 18225A, and running

thence Northeasterly on last named land, 577.78 feet;

thence Easterly on said last named land, 437.60 feet;

thence Northerly on said last named land, 464.32 feet to land now or formerly of C.H. Calkins;

thence Easterly on last named land, 742.5 feet, more or less to land now or formerly of Joseph Cadwell et al;

thence Southerly on last named land, 622 feet, more or less to the Northerly line of land of Arthur L. Miller and Florence A. Miller as confirmed by a decree of said Land Court dated January 21, 1959 and recorded in the Registry of Deeds for said Hampden County in Book 2685, Page 275 (See Plan 28677A recorded in said Registry of Deeds in Book of Plans 71, Page 112);

thence Easterly on Said Northerly line, 158.49 feet to land conveyed by said Florence A. Miller to Brian T. Connery et ux by deed dated July 28, 1966 and recorded as aforesaid in Book 3204, Page 232;

thence Southerly on last named land, 240 feet, more or less to a stone bound as shown on said plan No. 28677A at land now or formerly of Frederick T. Nedeau et al;

thence Westerly on last named land, 189.16 feet; thence Southerly on last named land, 192.4 feet to a granite bound, in the Northerly line of East Street, (sometimes called Plumley Road);

thence Westerly on said East Street, 1,393 feet, more or less to said Miller Street;

thence Northwesterly on said Miller Street, 441 feet, more or less to the point of beginning.

RESERVING and EXCEPTING therefrom so much of the same as was taken for highway purposes by the Commonwealth of Massachusetts under an instrument dated January 11, 1952 and recorded as aforesaid in Book 2169, Page 511 and under instrument dated September 25, 1958 and recorded as aforesaid in Book 2637, Page 461; and so much of the same as was granted to The Massachusetts Turnpike Authority by instrument dated February 28, 1957 and recorded as aforesaid in Book 2530, Page 44.

Reference is hereby made to deeds, all recorded as aforesaid, from Charles S. Potter, dated November 30, 1931, in Book 1496, Page 32; from Pasquale Tebaldi, dated July 23, 1934, in Book 1546, Page 104; from George E. Fuller, dated December 26, 1936 in Book 1629, Page 374; from Edgar L. Gillett, dated December 7, 1950 in Book 2092, Page 420, and from Fred T. Nedeau, et ux, dated September 2, 1950 in Book 2082, Page 430.

Subject to "any rights the Telephone and Telegraph Company may have" as reserved in deed dated August 17, 1908 and recorded as aforesaid in Book 741, Page 344, and to rights of Turners Falls Power and Electric Company in instrument dated November 16, 1928 and recorded as aforesaid in Book 1421, Page 478, both if now in force and applicable.

Subject to rights for a pipe line granted to Standard Oil Company of New York under an instrument dated March 28, 1931 and recorded as aforesaid in Book 1497, Page 23.

Subject to riparian rights in a stream referred to in a deed dated August 12, 1913 and recorded as aforesaid in Book 878, Page 140.

BEING the same premises conveyed to the grantor herein by deed of Bruschi Brothers Incorporated dated June 7, 2004 and recorded in the Hampden County Registry of Deeds in Book 14237, Page 135.

SUBJECT to a Declaration of Restrictive Covenants dated July 6, 2005 recorded as aforesaid in Book 15235, Page 249.

SUBJECT TO AN Order of Conditions dated February 1, 2006 by the Ludlow Conservation Commission recorded as aforesaid in Book 15727, Page 336.

EXCEPTING THEREFROM land conveyed out in deed dated March 16, 1973 and recorded in Book 3785, Page 582.

PARCEL II

The Premises containing 17,823 square feet or 0.409 acre, more or less, which is located in Ludlow, Hampden County, Massachusetts and is shown as "Parcel B" on a Plan of Land prepared for G.M. & M. Realty Trust drawn by Sherman and Woods, Land Surveying & Engineering, dated 3/4/2005 and recorded in the Hampden County Registry of Deeds in Book of Plans 337, Page 80.

The Premises are bounded and described as follows:

Beginning at a point on the Northerly side of East Street twenty-seven and 99/100 (27.99) feet from the Westerly line of Tower Road as shown on said plan; said point being also thirty-four and 93/100 (34.93) feet East of a stone bound found on the northerly line of East Street; thence S 81°33'00"E a distance of Twenty-seven and 99/100 (27.99) feet to the point in the Westerly line of Tower Road; thence along Tower Road a distance of ninety-three and 78/100 (93.78) feet along the curve to the left having a radius of 67.14' to a Re-Bar Set; thence S 18°25'00" W a distance of thirty-nine and 40/100 (39.40) feet; thence continuing along Tower Road a distance of one hundred sixty-nine and 12/100 (169.12) feet along a curve to the right having a radius of 125.00' to a Re-Bar set in the Northerly line of Tower Road; thence N 84°04'00" W along land now or formerly of Brian T. and Constance P. Connery a distance of fifty-eight and 40/100 (58.40) feet to an iron pin found; thence continuing N 84°04'00"W a distance of one hundred thirty and 76/100 (130.76) feet to a concrete bound found; thence S 17°20'09" W a distance of one hundred ninety-one and 56/100 (191.56) feet to the point of beginning.

SUBJECT to an Easement to Western Massachusetts Electric Company and New England Telephone & Telegraph Company dated June 27, 1951 recorded in the Hampden County Registry of Deeds in Book 2122, Page 336.

BEING the same premises conveyed to the grantor herein by deed of The Quinnehtuk Company dated June 14, 2005 and recorded in the Hampden County Registry of Deeds in Book 15107, Page 334.

**MASTER DEED OF
PARADISE CREEK ESTATES CONDOMINIUM**

EXHIBIT B

Description of Units

| <u>Unit</u> | <u>Description</u> | <u>Square Footage</u> |
|---|---|------------------------------|
| Unit 4 380 Miller Street Ludlow, MA 01056 | Living Room, Dining Room, 3 Bedrooms, Kitchen, 2 Baths, Garage, Basement, Porch, Deck | 3,729 Square Feet |
| Unit 5 380 Miller Street Ludlow, MA 01056 | Living Dining Room, 2 Bedrooms, Kitchen, 2 Baths, Garage, Basement, Porch, Deck | 2,851 Square Feet |
| Unit 6 380 Miller Street Ludlow, MA 01056 | Living/Dining Room, 3 Bedrooms, Kitchen, 2 Baths, Garage, Basement, Porch, Deck | 3,784 Square Feet |

**MASTER DEED OF
PARADISE CREEK ESTATES**

EXHIBIT C

Proportional Interest of Units

| | |
|--------|-----------|
| Unit 4 | .3598031% |
| Unit 5 | .2750868% |
| Unit 6 | .3651099% |

**DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS**

PARADISE CREEK ESTATES CONDOMINIUM ("PCEC")
RULES AND REGULATIONS
(Revised 06/11/20; adopted by Board of Trustees on 07/08/2020)

The intent of these Rules and Regulations is to foster and maintain a safe, clean, and pleasing environment for the enjoyment of the Unit Owners of Paradise Creek Estates Condominium. All Unit Owners are obligated to be familiar with and abide by the terms and conditions contained within not only these Rules and Regulations but all other documents governing operations of Paradise Creek Estates Condominium. These Rules and Regulations may be amended from time to time as provided herein and in the Master Deed and Declaration of Trust of Paradise Creek Estates Condominium.

Section A. AGE RESTRICTION

Individual living Units must be owned by or leased to persons who are at least fifty-five (55) years of age; provided, however, that this requirement shall be satisfied if the Unit is sold, leased, or otherwise transferred to a trustee or trustees of a trust if the Unit is occupied by at least one beneficiary of the trust who is at least fifty-five (55) years of age.

Section B. COMMON ELEMENTS

Item 1. Use. No use shall be made of the common elements except as permitted in writing by the Trustees or otherwise herein described.

Item 2. Obstructions. Stairways and walkways are intended solely for normal and emergency access and egress; nothing may be placed in any stairway or walkway such that free passage is impaired, and there shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Trustees. Items such as bicycles and baby carriages may be left unattended at the front of the buildings or in the common elements for brief intervals and solely at the risk of their owners provided that they do not impede or inconvenience others.

Item 3. Horseplay. Children shall not be permitted to roughhouse, nor shall any person(s) engage in horseplay of any kind in any of the common elements of the buildings. Children within common areas must be supervised at all times and are restricted from landscaped islands and border beds. See also Section B. Item 8, Disturbances.

Item 4. Insurance. No Unit Owner shall permit anything to be done or be kept in his or her Unit or within the common elements which could result in the cancellation or increase in the rate of insurance on the Condominium or which would be in violation of any law. No waste shall be committed in the common elements.

Item 5. Exterior. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium; no object, sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed through any window or glass, without the prior written consent of the Trustees.

Item 6. Roofs. No one other than the Trustees, its contractor or designated agent shall go out onto the roofs or into the gutters for any reason other than emergency egress, nor shall any articles or devices (including but not limited to antennas) be placed or installed on the roof or any appurtenance thereto by anyone without the prior written consent of the Trustees, nor shall the personal property of any resident be placed on the roof under any condition.

Item 7. Placing of Names. Name or Welcome Plaques are allowed and can be hung by twine on the railing or over the number sign near entry; they are not to be affixed as to disturb the integrity of the outside walls i.e. nails, screws, etc.) (Refer to Item 5 Exterior). Said sign shall not exceed 12" x 15".

Item 8. Disturbances. No offensive activity shall be carried on in the common elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, lessees, and licensees that will interfere with the rights, comforts, or convenience of other Unit Owners.

Item 9. Structure. Nothing shall be done in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the building or alter the surroundings without the prior written consent of the Trustees.

Item 10. Appearance. No clothes, clotheslines, sheets, blankets, laundry, or any kind of article shall be hung out of a Unit or be exposed on any part of the common elements. The common elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials.

Item 11. Roadways, Walkways, and Driveways. When driving within the Paradise Creek Estates property, the fifteen (15) MPH speed limit must always be observed. Except in areas designated by the Trustees, there shall be no parking of motor vehicles, playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, benches, or chairs on any part of the common elements, except that roads, parking areas, and driveways may be used for their normal and intended purposes. No repairing of vehicles shall be done in any garage or in the driveway.

Item 12. Lawns and Landscaping. Motorized or non-motorized wheeled vehicles must not drive or park over lawns, plantings, walkways, or other areas not intended for vehicles without the prior written consent of the Trustees. Unit Owners may not alter lawns or landscaping without the prior written consent of the Trustees.

Item 13. Signs. "For Sale," "For Rent," "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the condominium or in any Unit therein. However, the right is reserved by the Seller or its agents to place "For Sale," "For Rent," or "For Lease" signs on any unsold or unoccupied Units or on any part of the common elements of the buildings. Additionally, one security system sign is permitted per Unit. If utilized, it must be securely and permanently staked within a border bed portion of the Unit's front landscape, provided that such placement does not interfere with routine maintenance.

Item 14. Alterations. Nothing shall be placed in or constructed on, altered, or removed from the common elements except upon the written consent of the Trustees. An Alteration Request form

is available from the Board. No alteration work can begin without both the approved Alteration Request and a completed Alteration Agreement on file with the Board of Trustees.

Item 15. Decorations. In general, no decorations or furnishings of any kind shall be placed anywhere on the buildings or in the common areas, which include exteriors of doors, windows, and buildings as well as lawns and shrub borders, except as provided herein and otherwise upon the written consent of the Trustees.

Nature of all decorations: All decorations that are allowed herein or by special permission of the Board of Trustees must be seasonally appropriate, in good condition, nonreligious, nonpolitical, non-nationalistic, and unoffensive. They should contribute to the overall appeal of the complex and not clutter or distract.

Stairs and walkways: As stairs and walkways are common areas and cannot be obstructed for reasons of safety, accessibility, and liability, please strive to leave these areas cleared, especially near railings.

Front doors: Unit Owners are allowed to place a seasonal decorative item on their front doors.

American flags: A single, standard and code-approved American flag at an individual unit can be displayed. Please display your flag only in compliance with all federal regulations. No flags other than the American flag are allowed. Damage(s) or maintenance is the sole responsibility of the Unit Owner and/or transferred responsibility to a new owner.

Container plantings: Container planting of annuals and perennials is allowed. This includes the deck, porch, and patio. It also includes places beside garage bay entries and only if the planter(s) do not interfere with vehicles, general traffic, or service to the common area. Pots with shepherd hooks and planters for railings are also acceptable, provided that they do not damage existing structures. Planters within the shrub border adjacent to each unit are allowed but must be removed for property maintenance. Vegetable plantings are not allowed in the front of the units.

Ground plantings: Perennials, bulbs, and shrubs present a more permanent addition and both ongoing aesthetic and maintenance considerations for the Association, thus requiring advanced written permission from the Board of Trustees. No plantings may be made within any other common areas.

NOTE: Unit Owners who choose to place annuals in containers within their landscaped front border must assume all costs and maintenance, including removal of plants at the end of the season and at any other times as notified by the Trustees. Unit Owners are responsible for subsequent border restoration to its pre-planting condition and to the satisfaction of the Trustees. Furthermore, the Association bears no responsibility or liability for such optional plantings, and the cost of repairs will be assumed by the Unit Owner causing the damage or injury.

Items may not be placed in the lawn areas or shrub beds except as provided above.

Holiday lights: Individual units may keep seasonal holiday lights illuminated from Thanksgiving through January 15. They may be placed along outdoor windowsills, porch railings, and within allowed seasonal decorations. They may not be used on shrubs or any other common property.

Other decorative objects: A total of three items is allowed within the shrub borders adjacent to the front of each unit. Flags, both garden and American, are included in the maximum of three items. It is preferred that items not be staked into the garden beds. However, if the decorative item must be affixed using a small circumference stake, it must be placed at the edge of the garden bed or near a plant to ensure that the landscape fabric under the rocks is not damaged. For units where decorative landscape stone is in a border at the rear of the backyard, decorative items may be placed and/or staked into the stone. Decorative objects such as statues, garden orbs, flags, etc. may be placed upon a unit's limited common areas of the porch, deck, and patio provided they are not permanently affixed to any exterior element of the Unit. Decorative objects are not permitted elsewhere on common property.

NOTE: While the prior language is not intended to curb Unit Owners' enthusiasm for their unit's appearance or for enhancing common areas, it is meant to inform, guide, and further ensure that common funds expenditures do not burden all Unit Owners with the maintenance costs of improvements for a few selective units. The Trustees must also always consider overall aesthetics, potential liabilities, the dictates of all PCEC governing documents, and the objections of other Unit Owners in regard to decorations and enhancements on mutually owned common property.

Item 16. Responsibility. The use of the common elements by Unit Owners and Non-Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and Non-Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Non-Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors, or assigns, shall bear any responsibility therefore. Each Unit Owner and Non-Unit Owner assumes responsibility for such Unit Owner's or Non-Unit Owner's own safety and that of such Unit Owner or Non-Unit Owner's family, guests, agents, servants, employees, licensees, and lessees.

Item 17. Snow, Ice. As PCEC is an over-55 community, safety is paramount. Snow will be plowed when we have received at least 2 inches. In addition, lesser amounts and ice will be treated as needed and as determined by the Operations Committee on an ongoing basis.

Priority treatment: Should a PCEC resident be employed as a first responder (police, fire, EMT, or medical professional) requiring priority snow plowing to accommodate his/her work schedule, that resident should contact in writing the Board of Trustees. This written notice to the Board of Trustees must be submitted in advance of each winter season and upon any changes in the resident's employment or schedule. Arrangements will then be established with the snow removal contractor in addressing priority plowing of applicable Units.

Vehicle location: Residents and their guests should remove their vehicles from roadways and driveways. All vehicles should be inside garages for snow removal and treatment of pavement. If a vehicle is parked on a driveway, that Unit's resident must move the vehicle onto an already plowed surface. There will be no call-backs to our contractors. Residents who do not allow our contractors clear access to driveways and roadways are responsible and must arrange for clearing and/or treating these areas themselves at their own cost within the same timeframe as the rest of the common areas treated by PCEC contractors. (Any contractors hired by any resident must be pre-approved by the Board of Trustees due to liability.)

Pedestrians: To enhance safety and reduce liability for both people and vehicles, pedestrians should use cleared walkways rather than roadways.

Included service: Snow removal at PCEC includes the following:

- ~~Constant communication between the PCEC grounds maintenance contractor and Operations Committee to insure readiness prior to each predicted storm;
- ~~Snow removal from all roadways, sidewalks, and access points between roadways and sidewalks, including the access points near mailboxes and Units 4, 5, and 6;
- ~~Snow removal from each unit's driveway, main front entrance sidewalk, and stairs leading to main front entrance;
- ~~General salting for all roadways.

Excluded service: There is no PCEC snow removal service provided for decks, patios, and stairs located in the rear of the units.

Optional: Residents who choose to additionally treat for ice or snow around their own Units are not permitted to use regular rock salt (sodium chloride or potassium chloride) due to resulting damage to the concrete, lawns, and landscape. Residents may instead use ice melters with packaging stating they are safe for concrete, such as calcium chloride, magnesium chloride, and calcium magnesium acetate.

Item 18. Grilling, Fire Safety. Traditional gas grills are permitted to be used outdoors only in compliance with current fire codes. Any other open flame devices are not allowed, with the exception of propane fire pits that are not "homemade." Commercially manufactured propane fire pits must be used in compliance with current fire codes, including those codes intended for gas grills, as well as located on a cement, stone, or brick surface at ground level.

Section C. GARBAGE, TRASH, AND RECYCLING

Item 1. Garbage. No garbage shall be allowed outside of any Unit at any time. Appropriate food should be processed through the in-sink garbage disposers, and it is each Unit Owner's responsibility to be familiar with the proper use of said disposers. Fats, grease, or fibrous matter such as corn husks, banana peels, artichoke leaves, and/or anything not readily pulverized or soluble, such as eggshells, should not be put through the disposers. Unit Owners will be required to pay for all repairs or replacements of the in-sink disposers installed in their Units as well as for the cost of service calls to clear stoppages caused by their misuse of the disposers installed in their Units. Food waste not suitable for processing through the in-sink disposer shall be deposited in the trash.

Item 2. Trash. Trash shall be disposed of by Unit Owners using appropriate plastic trash cans and liners, keeping their respective trash cans tightly lidded at all times, and tie the trash can liners when disposing of them. Trash cans must be delivered to the curbside along each respective Unit for pickup no earlier than the afternoon of the day preceding pickup and must be retrieved before the end of the day of pickup.

Item 3. Recycling. Recyclable items must be properly prepared, sorted, and segregated according to instructions distributed by the Town. Containers must be delivered to the curbside along each respective Unit for pickup no earlier than the afternoon of the day preceding pickup, and reusable containers (blue bins) must be retrieved before the end of the day of pickup.

Item 4. Large Items. Large items to be discarded, such as furniture, which will not routinely be picked up by the trash collection company which serves the building, shall be disposed of privately by the Unit Owner, and at the Unit Owner's sole cost and expense. Certain "hazardous" materials, such as paints, volatile fluids, petroleum products, and electronic

devices, may also not be eligible for routine disposal. Under no conditions should such items be left in or around the common elements.

Section D. EXTERIOR APPEARANCE

Item 1. Windows. Nothing shall be hung from the windows or placed upon the window ledges. The foregoing shall not, however, interfere with the right of Unit Owners to select and install tasteful window treatments for their Units. Rugs or mops shall not be hung from or on any of the windows or doors.

Item 2. Exterior Devices. No signs, antennas, or any other devices may be displayed in, on, or projected from windows or windowsills without the prior written approval of the Trustees.

Item 3. Doors. You may not affix anything to the exterior surface of your front or rear door, other than the standard security system or pet alert stickers, without first obtaining the written consent of the Trustees. Garage doors must be closed when the garage is not in use.

Section E. COURTESY AND CONSIDERATION

Item 1. Noise. At no time shall loud or disturbing noises be permitted to emanate from any Units or anywhere in the building. Between the hours of 11:00 P.M. and 8:00 A.M. Unit Owners shall not create nor permit any sounds from such sources as musical instruments, TV's, sound systems, or gatherings of persons at such volumes that they can be heard outside their respective Units, and shall respond promptly and courteously to requests for modulations made by other Unit Owners.

Item 2. Large Parties. Unit Owners shall exercise good judgment in setting reasonable limits on the size of any party or other gathering within their respective Units; and under no conditions shall conduct or allow to be conducted any party, or gathering including but not limited to parties, at which large numbers of attendees, invited or uninvited, may arrive and congregate in or around their respective Units or anywhere in the common elements or in proximity to the building or whose behavior is unlawful, inappropriate, or otherwise objectionable.

Item 3. Consideration for Others. In general, Unit Owners shall not do, nor permit to be done, anything that may unreasonably interfere with the rights, comfort, or convenience of others within the Condominium, including privacy.

Section F. SECURITY

Item 1. Lock Doors. Be sure that all common elements doors are securely latched and, if applicable, locked behind you. When moving materials, do not prop doors open unless you or others known to you are present to monitor the immediate area and challenge intruders.

Item 2. Window Locks. All windows are fitted both with locks and security tabs designed to limit the amount of opening. Unit Owners are encouraged to be familiar with and make appropriate use of these features.

Item 3. Package Mailboxes. Upon retrieving your parcels from the larger mailboxes designated for packages, promptly return keys to these boxes by dropping them in our USPS outgoing mail slot.

Section G. PETS

Item 1. Quantity, Types, Waste, and Damage. Unit Owners shall have the right to keep no more than one pet within the Unit which they occupy. Said pet shall not be left unattended but must be leashed or restrained outdoors at all times in accordance with all applicable Ludlow ordinances. For the purpose of this paragraph, pets shall be defined as dogs, cats, birds, and other small animals customarily available from breeders and pet shops and not prohibited by law from maintenance within residences. Specifically disallowed are reptiles, non-domesticated animals, agricultural animals and livestock, and breeds or individual animals considered or observed to be vicious, unpredictable, or threatening. It is not the intent of this paragraph to regulate the presence of aquariums. Unit Owners and/or their agents or designees shall keep all animals under full control while they are anywhere within the common elements or proximity to the building, promptly clean up any waste created by their respective pets, and, by keeping said animals, hereby agree to pay for the repair of any damages or injuries caused by them. The Trustees shall have the discretionary authority to approve short term deviations from the provisions of this paragraph.

Item 2. Pet Walking. During pet walking, pets should keep to the pavement or narrow curbed areas and avoid other lawns and landscaping.

Section H. GENERAL CONDITIONS

Item 1. Reasonable Entry. The Trustees or the managing agent, its agent, or any contractor or workman authorized by the Trustees or the managing agent may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

Item 2. Keys. If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee, or visitor, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

Item 3. Discrepancies. Please report any observed discrepancies, malfunctions, and any other items in need of attention so that prompt corrective action can be taken.

Item 4. Bounced Checks. There will be a charge of \$35.00 for each check that is returned for insufficient funds.

Item 5. Member Responsibility. Each Unit Owner assumes responsibility for such Unit Owner's safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees, and lessees.

Item 6. Consents and Approvals. Except as otherwise provided, any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.