

## WES-TECH INDUSTRIAL CONDOMINIUMS

This document is in two parts. Part I summarizes portions of the condominium documents that regulate the common area. Part II is composed of the additional rules and regulations currently in effect.

### PART I.

**PARKING AREAS.** Included with and appurtenant to each Unit will be one parking space as designated by the Board of Trustees, which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed... All other parking spaces shall be for the unreserved use of all Unit owners and their clients and customers.

(The Board of Trustees has designed the parking space(s) next to the main entranceway of the unit or units to be the spaces with the exclusive right of use. A small reserved sign can be placed in front of these exclusive spaces. A sample sign is available for view at Budget Sign, Building 1.)

**SIGNAGE.** The architectural integrity of buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

Notwithstanding the foregoing, each Unit Owner shall be entitled to place a sign on the front and back of his or her Unit of a size and design to be approved by the Trustees, such sign to be installed and maintained at the expense of each Unit Owner.

Additionally, there shall be a building exterior directory, which directory shall at all times be a part of the common areas and facilities of the Condominium. Each Unit owner shall be entitled, at his or her expense, to place and maintain on said directory a nameplate of a uniform size and design as approved by the Trustees of the Condominium Trust.

**PETS.** No animals of any kind shall be permitted in the buildings.

### PART II

#### AMENDED RULES AND REGULATIONS

We, all of Tyngsboro, Middlesex County, Massachusetts, being all of the Trustees of WES-TECH INDUSTRIAL CONDOMINIUM TRUST, under Declaration of Trust dated April 15, 1988, and recorded at Middlesex North District Registry of Deeds in Book 4530, Page 293, hereby rescind any and all Rules and Regulations previously promulgated in connection with WES-TECH INDUSTRIAL CONDOMINIUM and in place thereof adopt the Rules and Regulations hereinafter set forth

These Rules and Regulations are 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 Owners and their customers and clients are expected to abide by these rules, which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium,

1. ADDITIONS TO THE EXTERIOR OF THE BUILDING Changes affecting the appearance of the exterior of any building, such as skylights, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screen's and enclosures, or other changes shall be made only with the consent of the Trustees of the Condominium Trust ("the "Trustees").

2. IMPROVEMENTS TO COMMON AREAS AND FACILITIES. Improvements to and 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 obtained.

3. IMPROPER USE OF COMMON AREAS AND FACILITIES There shall be no use of the Common Areas and Facilities which injures them or causes disturbance or annoyance to the other Unit Owners of their customers or clients

4. DELIVERY VEHICLES Unit Owners shall schedule deliveries to their Units by vendors at such times, and in such manner, as will reasonably minimize traffic congestion in the parking area.

5. PARKING SPACES There shall be no obstruction of any portion of the parking lot except for the parking of motor vehicles. Repairing or servicing of vehicles within the parking areas is prohibited. There shall be no unregistered motor vehicles parked at the Condominium without the prior written permission on each occasion by the Trustees. No vehicle larger than 22 feet in length will be kept, parked, or stored at the Wes-Tech Industrial Condominiums.

6. 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.

7. SAFETY COMPLIANCE Unit Owners or occupants shall keep the Units equipped with all safety appliances required by law or ordinance or any other regulations of any public authority because of any use made by the owner or occupant and to procure all licenses and permits so required because of such use and, if requested by the Trustees, do any work so required because of such use

8. PLUMBING. No owner or occupant may use toilet rooms, plumbing or other utilities in a manner that will adversely affect the subsurface septic system(s) of the Condominium No foreign or hazardous substances of any kind are to be deposited therein

9 OFFENSIVE ACTIVITIES. No owner may use or maintain his or her Unit or the Common Areas appurtenant thereto for any purpose or in any manner that is contrary to

any applicable law, rule regulation or requirement of any governmental authority, or for any purpose that would constitute a nuisance or be offensive

10. **STRUCTURAL INTEGRITY OF THE BUILDINGS.** Nothing shall be done in any Unit or in the Common Areas and Facilities, which will impair the structural integrity of any building, nor shall anything be done in or on said areas that would structurally change any building, without the prior written permission on each occasion by the Trustees.

11. **COMMON UTILITIES.** Owners and occupants shall be responsible for the cost of their use of any common utilities if the cost of such use attributable to their Unit exceeds their percentage of ownership interest in the Condominium. If the use of any common utility by any owner exceeds their percentage common interest, the Trustees may require the owner to establish, at the owner's expense, separate metering and/or utility supply in order for cost of these utilities to be properly applied.

12. **USE.** The buildings within the Condominium are currently classified as Use Group S-1 under the State Building Code and no owner or occupant may utilize a Unit for any purpose not allowed by Use Group S-1 without the prior written consent on each occasion by the Trustees.

13. **COMPLAINTS.** Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The Complainant will be notified in writing by the Trustees as to what action has been taken.

14. **HEAT.** Unit Owners shall reasonably heat their Units to a warmth necessary to, prevent the sprinkler systems located therein from freezing during the cold season of the year.

15. **AMENDMENT.** The Trustees may revise these Rules and Regulations in way at any time as conditions warrant, provided that a written communication is sent to each owner advising him or of the change.

16. **DELEGATION OF POWERS.** The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

Rule 17. **NOTICE OF MORTGAGEE.** All owners shall supply to the Trustees written notice setting forth the names and addresses of all mortgagee(s) of Owner's Unit or Units, as well as the Owner's account number with such mortgagee(s). Owner shall also provide the Trustees of any change in the mortgagee information within (20) days of such change.

Rule 18. **FIDELITY BOND.** The Board of Trustees will require that all directors, officers, agents (including the manager) and employees of the Wes-Tech Industrial Condominium Trust handling or responsible for funds furnish adequate fidelity bonds or dishonesty insurance. The premiums shall constitute a common expense.

The amount of coverage shall not be less than the estimate maximum of funds, including reserve funds, in the custody of the Wes-Tech Industrial Condominium Trust, or

the management agent, during the term of the bond or policy. In no event shall such coverage be less than an aggregate of three months' assessment on all units plus reserve funds.

The fidelity bond/dishonesty policy shall meet all other requirements of Massachusetts law pertinent to fidelity bonds/dishonesty insurance for condominium directors, officers, agents (including the manager) and employees of the Wes-Tech Industrial Condominium Trust and all other persons handling or responsible for funds of, or administered by, the Trust.

**Rule 19. STORAGE ON COMMON AREA.** No material, objects, or trash receptacles shall be stored or kept on the common area without the written consent of the Trustees. Dumpsters will be stored in areas of the Westech complex so designated by the Board of Trustees. Owners and tenants using dumpsters must store them in areas so designated by the Trustees. Any exception to this rule must be approved by the Board.

No material, objects or trash/trash holders can be kept in front of any building. The area in front of each building can only be used for the parking of vehicles. (See parking limitation – Rule 5)

All vehicles shall be parked within designated parking areas. Vehicles parked in violation of this rule can be towed without notice at the owner's expense. Vehicles not parked within the marked parking spaces shall be subject to fines as permitted under these rules and regulations.

No work activities shall be conducted on the common area without the prior consent of the Trustees.

Short-term exceptions to the parking and storage rules can be granted by the Board for unusual circumstances, including storage for construction, loading and unloading of large shipments, etc. Violations of these rules will result in the unit being assessed a fine according to the schedule. That scheduled is as follows:

**20. MATERIAL SAFETY DATA SHEETS.** All owners and tenants should provide MSDS (Material Safety Data Sheets) for all chemicals (e.g., solvents, paints, colorants, cleaning fluids, etc.) that are used within the Westech Industrial Park. These sheets should be sent to the Association Office along with information as to how the chemical(s) is (are) disposed of.

MSDS sheets should be assembled in a three ring binder listing the company name on the cover. As chemicals change, or new chemicals are used, the owner/tenant should forward updates.

**21. SIGNAGE.** Owners are reminded that the preferred signage at Westech is a lettering or/and logos sign on the glass of the front door. Lettering should be white, unless prior permission is received from the Board for a different color. No parking signs are allowed on the building to protect the one space per unit specified in the condominium documents.

Additionally, a sign is allowed on the rear door of each unit. This sign should be easily removed for painting, as the Association will not replace any sign when and if the doors are painted. Magnetic signs are preferred.

Although not necessarily recommended by the Board, one sign, brown in color with gold metallic lettering, measuring 1x4 feet in size, can be mounted over the front window, as specified in the condominium documents.

Designs for these signs can be seen at Budget Sign in Building 1. Owners and tenants can, of course, purchase signs from any company based on the standard designs.

22. ANIMALS All animals are banned from the from the common area. Pets are already banned from the interior of units by a restriction in the condominium documents. The owners voted to extend this ban to the common area. Any pet found on the common area will be turned over to the Animal Control Officer and the owner fined for rules violation

23. WATER METERS. Each unit owner shall install and maintain a water meter that services the unit(s). The meter will be read by the Association on a periodic basis and the cost of the water used by the unit(s) will be billed to the owner.

Rule 24. RULE VIOLATIONS. The management company shall report all violations of the Condominium Rules to the Board. In addition, any Unit Owner may report a violation or complain of a possible violation, in writing, to the management company or to the Board.

24.1 Procedure. The Board will review all written notices of violations or reports of iolations and following such review, upon determination of the majority of the Board, notify the violating Unit Owner of all corrective action needed to be undertaken to correct such violation, as well as submit written notification of the imposition of a fine in accordance with the schedule set forth in Section 4.4 herein. Such notification may be issued by the management company on behalf of the Board. All corrective action requested by the Board must be undertaken within thirty (30) days from the date of notice in order to avoid the Board undertaking any and all appropriate corrective action at the cost of the violating Owner.

24.2 Request for Reconsideration of Determination of Violation. A Unit Owner may request the Board to reconsider the imposition of a fine and request for corrective action by written request to the Board or management company within five (5) days of the Board's notice of violation. The Board shall review such requests in executive session at the next available Board meeting and render a decision to the appealing Owner within forty-eight (48) hours of such review.

24.3 Fines. Fines shall be assessed according to the following schedule:

First Violation:	\$50.00
Second Violation:	\$100.00
Third Violation:	\$200.00
Fourth Violation:	On a continuing double scale

thereafter.

Failure to pay a fine assessed within thirty (30) days of the Board's notice of violation shall result in said fine becoming part of that Owner's monthly Common Expense assessment, which may be collected in the same manner as overdue condominium fees and assessments.

24.5 Similar Violations. Violations of a similar nature by any Unit Owner following notice of such violation shall entitle the Board to undertake whatever action it deems to be in the best interest of the Condominium to prevent further violations.

25. ASSOCIATION FEES. All Owners are obligated to pay the Common Expenses assessed by the Board of Directors. Association fees are due on the first of each month. Checks should be made payable to Westech Industrial Condominiums and mailed to Hall Associates, Inc., 5 Hillcrest Drive, Chelmsford, MA 01824. Owners more than 25-days late will be automatically assessed a late payment fee of \$25.00, such fee to be charged each month until the owner's account is current. Unit Owners are not granted the right of

Notice and Hearing for charges, fees, and fines assessed to the unit for non-payment and late payments of Common Expense charges.

26. DELEGATION OF POWERS. The Board in its discretion may delegate its powers and duties with respect to the granting of consents, approvals, and permissions under these rules, to any person or other agent.

**WES-TECH INDUSTRIAL CONDOMINIUM  
AMENDED RULES AND REGULATIONS**

We, ROBERT F. BROWN, RONALD D. GREENWOOD and JAMES W. McCLUTCHY, all of Chelmsford, Middlesex County, Massachusetts, being all of the Trustees of WES-TECH INDUSTRIAL CONDOMINIUM TRUST, under Declaration of Trust dated April 15, 1988, and recorded at Middlesex North District Registry of Deeds in Book 4530, Page 293, hereby rescind any and all Rules and Regulations previously promulgated in connection with WES-TECH INDUSTRIAL CONDOMINIUM and in place thereof adopt the Rules and Regulations hereinafter set forth. 4530-316 Rules & Regulations

These Rules and Regulations are 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 Owners and their customers and clients are expected to abide by these rules which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

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3. IMPROPER USE OF COMMON AREAS AND FACILITIES. There shall be no use of the Common Areas and Facilities which injures them or causes disturbance or annoyance to the other Unit Owners or their customers or clients.

4. DELIVERY VEHICLES. Unit Owners shall schedule deliveries to their Units by vendors at such times, and in such manner, as will reasonably minimize traffic congestion in the parking area.

5. PARKING SPACES. There shall be no obstruction of any portion of the parking lot except for the parking of motor vehicles. Repairing or servicing of vehicles within the parking areas is prohibited. There shall be no unregistered motor vehicles parked at the Condominium without the prior written permission on each occasion by the Trustees.

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6. 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.

7. SAFETY COMPLIANCE. Unit Owners or occupants shall keep the Units equipped with all safety appliances required by law or ordinance or any other regulations of any public authority because of any use made by the owner or occupant and to procure all licenses and permits so required because of such use and, if requested by the Trustees, do any work so required because of such use.

8. PLUMBING. No owner or occupant may use toilet rooms, plumbing or other utilities in a manner which will adversely effect the subsurface septic system(s) of the Condominium. No foreign or hazardous substances of any kind are to be deposited therein.

9. OFFENSIVE ACTIVITIES. No owner may use or maintain his or her Unit 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.

10. STRUCTURAL INTEGRITY OF THE BUILDINGS. Nothing shall be done in any Unit or in the Common Areas and Facilities which will impair the structural integrity of any building, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Trustees.

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13. COMPLAINTS. Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken.

14. HEAT. Units Owners shall reasonably heat their Units to a warmth necessary to prevent the sprinkler systems located therein from freezing during the cold season of the year.

15. AMENDMENT. These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising him or her of the change.

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Executed as a sealed instrument this 18th day of August, 1988.

WESTECH REALTY TRUST

By: Robert F. Brown (Trustee)  
Robert F. Brown, Trustee

By: Ronald D. Greenwood (Trustee)  
Ronald D. Greenwood, Trustee

By: James W. McClutchy (Trustee)  
James W. McClutchy, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 18, 1988

Then personally appeared the above-named Robert F. Brown, Ronald D. Greenwood and James W. McClutchy, Trustees of WESTECH REALTY TRUST and acknowledged the foregoing instrument to be their free act and deed, before me,

Joseph B. Shanahan, Jr.

Joseph B. Shanahan, Jr., Notary Public  
My Commission Expires: 6/6/91