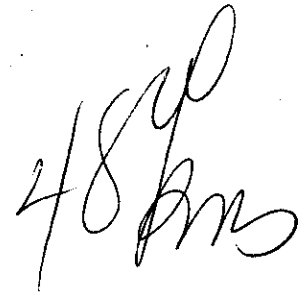


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UPHAM FARMS CONDOMINIUM TRUST  
DECLARATION OF TRUST



THIS DECLARATION OF TRUST made as of the 26~~th~~ day of February, 1996, by Adam Rand of Marblehead, MA, Gregory A. Rand of Marblehead, MA and Paul D. Quinn of Hamilton, MA (hereinafter collectively called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the context so permits).

## WITNESSETH:

## ARTICLE I.

Name of Trust

The Trust hereby created shall be known as "Upham Farms Condominium Trust" (hereinafter referred to as "Trust" or "Condominium Trust") and under that name, so far as legal, convenient and practicable, shall business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

## ARTICLE II.

The Trust and Its Purposes

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of Upham Farms Condominium (hereinafter called the "Condominium"), established by a Master Deed (the "Master Deed") of even date and filed herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the

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organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, IN TRUST to exercise, manage, administer and dispose (except for those areas described as Common Areas in the Master Deed) of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

It is intended that the provisions of this Trust and the Master Deed comply with the requirements of the Federal National Mortgage Association (sometimes called "FNMA") and of the Federal Home Loan Mortgage Corporation (sometimes called "FHLMC") with respect to condominium mortgage loans, and, subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws, all questions with respect thereto shall be resolved consistent with that intention.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

## ARTICLE III.

The Trustees

Section 1. There shall be a Board of Trustees hereunder consisting initially of the following three individuals: Adam Rand, Gregory A. Rand, and Paul D. Quinn. The initial Trustees have been selected by Upham Farms Development Corp., the owner of each Unit of the Condominium (the "Declarant"). The original Trustees shall resign and the Unit Owners shall elect a Board of five Trustees for terms of two years to serve on the Board of Trustees no later than the earlier of (a) four months after 75% of the units in all three phases have been conveyed to unit purchasers; or (b) five years after the first unit is conveyed. The resigning Trustees and the new Trustees shall execute appropriate instruments in recordable form signifying the change in Trustees and said instruments shall be filed at Worcester Registry of Deeds, sometimes referred to as the Registry of Deeds.

At all meetings of Unit Owners, the Declarant shall be entitled to the same voting rights as any other Unit Owners, as to Units owned by the Declarant.

Each vacancy in the office of a Trustee shall be filled by instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed: (i) by the Declarant (if the vacancy is in the office of a Trustee chosen by the Declarant) or by the Unit Owner entitled to select a Trustee (in the case of a vacancy in the office of a Trustee not chosen by the Declarant) or (ii) if a Unit Owner entitled to select a Trustee has not within thirty (30) days after the occurrence of such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining

Trustee if there be only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed.

Such appointment shall become effective upon the filing with the Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the trust property, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, except as otherwise provided herein, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in Paragraph A of Section 6 of Article V. The Trustees may also act

without a meeting by an instrument signed by a sufficient number of Trustees to constitute a quorum as provided in Paragraph A of Section 6, Article V.

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the registration of such instrument with said Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners (including the Declarant as Owner of any unsold Units) entitled to 75% of the beneficial interest, such instrument to take effect upon the registration thereof with said Deeds.

Section 4. If required by FNMA or FHLMC, the association of owners shall have fidelity coverage against dishonest acts on the part of directors, managers (and officers, employees and agents of a manager) trustees, employees or volunteers responsible for handling funds belonging to or administered by the condominium association of owners. The fidelity bond or insurance shall name the condominium association of owners as the named insured and shall be written in an amount not less than the estimated maximum of funds including reserve funds in the custody of the Association, Trustees or manager, as the case may be, at any given time during the term of each bond, and sufficient to provide protection which is in no event less than the greater of three months' aggregate assessments on all units or one and one-half times the insured's estimated annual operating expenses, and also all reserves. The Trustees shall comply with all applicable bonding requirements of the Federal National Mortgage Association as promulgated from

time to time. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Fidelity bonds required herein must meet the following requirements:

- (1) fidelity bonds shall name the Association as an obligee;
- (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;
- (4) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to the Trustees as Insurance Trustees and each mortgagee.

This Section 4 shall not be applicable unless FNMA or FHLMC regulations require fidelity coverage.

Section 5. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or

omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 6. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any the reason), as vendor, purchaser or otherwise, or shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 7. The Trustees and each of them shall be entitled to indemnify both out of the trust property and by the Unit Owners against any liability incurred by them, or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the

Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

Section 8. The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 9. The Trustees shall agree to serve without compensation.

#### ARTICLE IV.

##### Beneficiaries and the Beneficial Interest in Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest of the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in the relevant sections and exhibits of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The beneficiaries or Unit Owners shall collectively be known sometimes as the Organization of Unit Owners.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall: (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of each Unit. Any



such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the name of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

## ARTICLE V.

### By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

#### Section 1. Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.

- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements"), except that the Board of Trustees may not sell, dispose, convey or encumber the Common Elements.
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Condominium, pursuant to the provisions hereof.
- (j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.
- (k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium.
- (l) Grant or relocate permits, easements and licenses on, over and under the Common Elements.
- (m) Enter into contracts for the management of the Common Elements or execute any agreement or arrangement which the Trustees in their discretion deem necessary and convenient for the management of the Common Elements pursuant to which agreements the Trustees may delegate their powers and duties. Notwithstanding such delegation, the

Board of Trustees shall maintain ultimate control over the administration, management and operation of the Condominium.

Section 2. Common Expenses, Profits and Funds.

A. Commencing on the date of the recording of the Master Deed, each Unit Owner shall be liable for Common Expenses and shall be entitled to common profits of the Condominium in the same proportion as his beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the common areas and facilities and those limited common areas which the Trust may be obligated to maintain, and such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses, and such fund shall not be deemed to be common profits available for distribution.

B. In addition to the foregoing, (and not in substitution thereof) to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed or at the time control of this Trust transferred to the Trustees elected by unit owners other than the Declarant, as set forth in Section III of this Trust, whichever occurs earlier. When control of this Trust is transferred as set forth in the immediately preceding

sentence, the working capital fund shall be transferred to this Trust for deposit to a segregated fund. During the term of the Initial Board (or while a majority of the Trustees are the Declarant, or nominees or designees of the Declarant) the working capital fund which is the subject of this Subsection cannot be used to defray the expenses, reserve contributions, or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold units are sold.

C. In addition to the foregoing, (and not in substitution), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes and, subject to the provisions of Section 4 of these By-Laws, for repair, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the common areas and facilities, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.

D. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provision for contingencies and reserves, and for the reserve funds mentioned in Subsection C of this Section 2, and after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Trustees shall

promptly furnish copies of each budget on which such assessment is based to all Unit Owners, and, if requested, to their mortgagees. The Trustees shall promptly render statements to the Unit Owners for the respective shares of such assessments, and each Unit Owner thereafter shall pay one-twelfth of this share of the estimated Common Expenses monthly in advance on the first day of each month. The Trustees shall not be obligated to render monthly statements. In the event that at any time and from time to time the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or to be incurred, including but not limited to provisions for proper reserve funds, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as set forth in such statements. The Trustees may in their discretion provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.

E. The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a rate equal to six (6%) percent above the First National Bank of Boston, prime rate then in effect (but not more than nineteen (19%) percent per annum) together with all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A and Sections 5 and

5A of Chapter 254, as amended by Chapter 338 of the Acts of 1987, Chapter 341 of the Acts of 1989, Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993, and may be collected by the Trustees pursuant to said statutes. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254 as amended by Chapter 388 of the Acts of 1987, Chapter 341 of the Acts of 1989, Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. In the event that the Trustees bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his unit from the date of foreclosure until the Unit Owner vacates the unit (the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same) but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote the vote appurtenant to ), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at a rate to six (6%) percent above the First National Bank of Boston prime rate then in effect (but not more than nineteen (19%) percent per annum), and all costs of collection, suit and foreclosure, including attorneys' fees. In addition to the lien in favor of the Trustees for

assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the owner of the unit at the time the assessment fell due.

F. The Trustees shall promptly provide any Unit Owner, or any Unit Buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a unit, or any mortgage, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these By-Laws, such statements may be executed by any two (2) Trustees. Recording of such statement in the Worcester County Registry of Deeds shall operate to discharge the unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

G. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

H. Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such unit by the Mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such unit's unpaid common expenses, costs and attorneys' fees as provided in subsection (c) of Section 6 of G.L. c. 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts

of 1993. The lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which become payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a unit to the extent set forth in subsection (c) of Section 6 of G.L. c. 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. Any such delinquent assessments which were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit for liability for, nor the unit from the lien of, any assessments made thereafter.

Section 3. Insurance.

The Trustees shall review insurance coverage at least annually in order to ascertain the adequacy of such coverage.

The Trustees shall determine the size of any deductible and shall determine the responsibility for funding the deductible in a fair and equitable manner as to each loss.

The Trustees shall obtain and maintain to the extent obtainable and permitted by applicable law, a multi-peril type insurance policy, including fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use, insuring the Condominium, including, without limitation, the Common Elements, all of the Units with all fixtures, additions, alterations and improvements thereof, but not



including any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners, in an amount not less than one hundred percent (100%) of the insurable value thereof (based upon replacement cost) as determined by the Trustees at least annually, such insurance to name the Trustees as Insurance Trustees for use and benefit of all Unit Owners, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of this Trust and the By-Laws or Rules and Regulations.

Such policy shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Condominium is located, which shall be endorsed to prove that any proceeds shall be paid to the Trustees for the use and benefit of mortgagees as their interests may appear.

If there is a steam boiler in operation in connection with the Condominium, such insurance shall include boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum, \$50,000 per accident per location. If the Condominium is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Condominium shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Condominium or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

Policies for such casualty insurance shall provide: (i) that the insurer waive any right of subrogation against the Trust, the Trustees, their agents and employees, Unit

Owners, their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of Trustees of the Trust) when such act or neglect is not within the control of the Trustees and the Trust (or Unit Owners collectively) or by failure of the Trustees and the Trust (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees and the Trust (or Unit Owners collectively) have no control; (iii) that such policies may not be canceled or reduced without at least thirty (30) days' prior written notice to the Insurance Trustees, all Unit Owners, and first mortgagees of the Units; (iv) that the insurer shall not be entitled to contribution as against any insurance obtained by individual Unit Owners covering their own Units; (v) if available, that the insurer shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage; (vi) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, the Trust, or these By-Laws; and (vii) for waivers of any defense based upon the conduct of any insured.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the Owners of each Unit.

Each Unit Owner shall have the duty to properly report to the Trustees any improvements made by the Unit Owners to his Unit so that the Trustees may obtain

necessary additional insurance coverage as required by the By-Laws, and the Unit Owner shall pay the cost of the additional insurance, if any, resulting from said improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Condominium exceeds the available insurance proceeds and such excess is the result of a lack of insurance coverage caused by the failure of a Unit Owner to notify the Trustees of improvements made by him to his Unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be born solely by the Unit Owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a Unit Owner failing to report improvements as aforesaid shall be determined by the Trustees.

The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Article.

With respect to losses which affect portions or elements covered by such insurance of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be applied and disbursed by the Trustees in a fair and equitable manner.

The Trustees shall obtain and maintain, to the extent obtainable and permitted by applicable law, a comprehensive policy of public liability insurance in such limits as the Trustees may from time to time determine, but at least in the amount of \$500,000.00 per occurrence for personal injury and/or property damage covering the Trust, each Trustee, the managing agent, the manager and each Unit Owner with respect to liability arising out

of ownership, maintenance or repair of those portions of the Condominium not reserved for exclusive use by the Owner or Owners of a single Unit, such insurance to provide for cross claims by the coinsureds. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners. The scope of coverage shall include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

The Trustees shall also obtain and maintain, to the extent obtainable and permitted by applicable law, worker's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager, and such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to noncancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and noncontribution.

Section 4. Rebuilding and Restoration; Improvements; Condemnation.

A. The Owner of each Unit shall determine whether to rebuild or restore his Unit in the event of a casualty loss, subject to the provisions of Section 17 of Chapter 183A of the Massachusetts General Laws.

B. The Trustees as agents for the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the

condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Trustee as attorney-in-fact for such purposes.

C. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the aware or proceeds of settlement shall be payable to the Trustees for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

Section 5. Rules and Regulations.

The Board of Trustees may at any time and from time to time adopt, amend, modify and rescind Rules and Regulations. Initial Rules and Regulations are attached hereto and made a part hereof.

Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 1996, there shall be an annual meeting of the Unit Owners on the second Tuesday of July in each year, at 6:00 p.m., at

the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit Owners upon written request of any Unit Owner. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty-one percent (51%) of the beneficial interest hereunder.

Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice

is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Current copies of this Trust, by-laws and rules and regulations for the Condominium shall be made available and all books, accounts, records and financial statements of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners, lenders and holders, insurers or guarantors of any first mortgage at all reasonable times during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in each summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail, within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto. Any holder, insurer or guarantor of a first mortgage shall be entitled, free of charge, upon written request to an audited financial statement for the immediately preceding fiscal year furnished within a reasonable time following such request.

Section 9. Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2)

Trustees, or by any person or person (who may be one of the Trustees) to whom such power may at any time, or from time to time, be designated by not less than a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription "Upham Farms Condominium Trust", but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

Each Unit Owner shall be responsible for the maintenance of his Unit.

ARTICLE VI.

Rights and Obligations of Third Parties Dealing with the Trustees: Limitation of Liability

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit,



shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was the trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to contracting with, or having any claim against the Trustees shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable

to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Section 7 of Article III hereof or under the provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments thereto and any certificate herein required to be filed, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to file, shall be filed with said Deeds and such filing shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust; or change of Trustee or Trustees, when the same shall be filed with said Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and filed with said Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate

executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

## ARTICLE VII.

### Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to seventy-five percent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the registration with said Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees, setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto.

Such instrument, so executed and filed, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. In acting under this Section, the Trustees shall be bound by action taken at a meeting or written instrument complying with the requirements of Section 2 of Article III hereof.

Notwithstanding anything to the contrary in this Trust, the consent of the Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Trust or any of the other documents of the Condominium which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas;
- d. Insurance or Fidelity Bonds;
- e. Rights to use of the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

- h. Boundaries of any unit;
- i. The interests in the general or Limited Common Elements;
- j. Convertibility of units into common areas or of common areas into units;
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- m. Any provision which are for the express benefit of mortgage holders; eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Nothing contained herein shall permit the percentage of the undivided interest of each unit owner in the common areas as expressed in the Master Deed to be altered without the consent of all unit owners expressed in an amended Master Deed, duly filed.

The provisions of subparagraphs a. through m. do not apply to amendments or termination of the Condominium as a result of destruction, damage or condemnation.

Section 2. The Trust hereby created shall terminate only the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and

distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

#### ARTICLE VIII.

##### Sale of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, as part of a sale, transfer, or other disposition of the Unit to which such interests are

appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Trust and (iv) exclusive rights of Unit Owners as provided in the Master Deed, to certain areas including, but not limited to, limited common areas shown on the Plans recorded with the Master Deed. Areas as to which Unit Owners have exclusive rights are sometimes referred to herein as Limited Common Elements or Exclusive Common Areas.

Section 2. Financing of Purchase of Units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion in his beneficial interest, as a common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. Waiver of Right of Partition. In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

## ARTICLE IX

### Disputes

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than three (3) years' experience as an arbitrator. Within ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. \

## ARTICLE X

### Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include the plural singular; words denoting males include females; and words denoting persons include individuals, firms, associates, 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 captions of Articles and



Sections 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 affect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

## ARTICLE XI

### Miscellaneous

The Trustees will, upon written request of a mortgage or any Unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of any obligation under the Condominium documents which is not cured within sixty (60) days.

Upon written request to the Trustees as agents of the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- a. 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 held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible insurer or guarantor, which remains incurred for a period of sixty (60) days;

- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as provided in this Trust.

Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have sixty-seven percent (67%) of the votes of Units subject to eligible holder mortgages.

Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must require the approval of eligible holders holding mortgages on unit estates which have sixty-seven percent (67%) of the votes of Units subject to eligible holder mortgages.

No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have sixty-seven percent (67%) of the votes of such remaining Units subject to eligible holder mortgages.

All taxes, assessments and charges which may become liens prior to a first mortgage on any Unit under local law shall relate only to the individual Condominium Units and not to the Condominium as a whole. Any lien of this Trust for common

assessments or other charges, fees, fines or interest, shall be subordinate to the lien of a first mortgage of any Unit.

Any agreement for professional management of the Condominium by anyone, including the Declarant or any other contract providing for services of the Declarant or any third party or any lease which binds the Association may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Unless fifty-one percent (51%) of the first mortgagees (based upon one vote for each first mortgage owned), and sixty-seven percent (67%) of the owners (including the Declarant) of the individual condominium units have given their prior written approval, the Owners Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each condominium unit in the Common Elements;
- (c) partition or subdivide any Condominium Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause);


(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the Condominium.

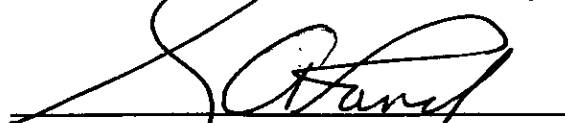
No provision of this Declaration of Trust, Master Deed or Unit Deed or amendment thereto shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium Unit, pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

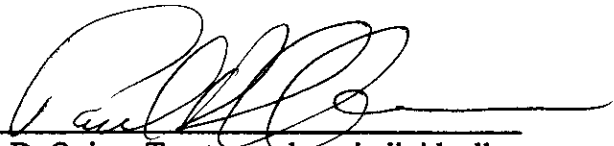
A mortgagee who receives a written request to approve additional or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

The invalidity of any provision of this Declaration of Trust (the "Trust") shall not be deemed to impair or affect the validity of the remainder of the Trust and in such event, all of the other provisions of the Trust shall continue in full force and effect as if such invalid provisions had never been included herein.

IN WITNESS WHEREOF, the said Trustees have hereunto set their hands and seals as of the day and year first above written.

  
Adam Rand, Trustee and not individually

  
Gregory A. Rand, Trustee and not individually

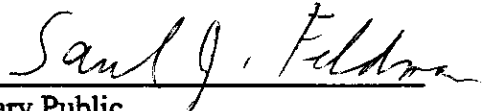
  
Paul D. Quinn, Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

County of *Essex*

*February 26, 1996*

Then personally appeared the above-named ~~Adam Rand~~, Gregory A. Rand and Paul D. Quinn and acknowledged the foregoing instrument to be their free act and deed as Trustees, before me,

  
Notary Public  
My commission expires: *11/30/2001*

mastrust

## SCHEDULE A

## RULES AND REGULATIONS

1. No part of the Condominium shall be used for any purpose other than housing or as permitted by the zoning bylaws of the Town of Charlton.
2. There shall be no obstruction of the Common Elements nor shall anything be stored on the porches or balconies without the prior consent of the Board of Trustees, except as herein or in the Trust expressly provided. Use of a barbaque is not permitted on porches or balconies. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Trustees. No Unit Owners shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4.
  - a) Unit Owners shall not cause or permit anything to be hung or displayed outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Board of Trustees.
  - b) Unit Owners will not be allowed to put their names in any entry, passageway, vestibule, hall, door, or stairway of the Buildings, except on or near the mailboxes provided for the use of the Unit occupied by the Unit Owners, respectively.
  - c) Unit Owners will be allowed to keep customary household pets within the Condominium provided that such pets do not become an annoyance or nuisance and provided that all dogs are kept on a leash when outside the Unit.
5. No noxious or offensive activity shall be carried on in any Unit, or 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 or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do nor permit anything by such persons that will interfere with the

rights, comfort or convenience of other Unit Owners. No Unit Owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be vocal or instrumental instruction at any time. Tone volume of television sets, radios, phonographs, and musical instruments shall be turned down after 11:00 p.m. and shall at all times be kept at a sound level to avoid bothering neighbors.

6. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings, except as provided in #10 hereof.
7. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials. However, in the rear of the Units clothes may be hung on retractable clothes lines.
8. Except in Exclusive Common Areas, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs.
9. "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, nor shall any Unit be used or rented for transient, hotel or motel purposes.
10. No construction, alteration, remodeling, nor any change of use in any of the Common Elements shall be made by any Unit Owner without written application to the Board of Trustees and the written approval of the Trustees. Such request shall specify the nature and scope of the work in sufficient detail so as to permit the Trustees to determine the impact, if any, of such work on the Building, the use of the Building, or the legal rights and obligations of the parties affected thereby. Except for balconies and porches, the exclusive use by any Unit Owner of any portion of any Common Element is specifically prohibited without the express written consent of the Board of Trustees. Nothing herein shall restrict or limit the absolute discretion of the Trustees in respect of any construction, alteration, remodeling or change of use of any portion of any Common Element.
11. Unit Owners with balconies and porches have exclusive licenses for the use of same and have the obligation to maintain same.
12. Each Unit Owner shall keep his Unit in a good state of presentation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the door or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other

than that for which they are constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage to plumbing systems of the Buildings resulting from such misuse shall be paid for by the Unit Owner who caused it.

13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit. Unit Owners may install window air conditioner units.
14. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent shall have a right of entry into any Unit to perform emergency repairs or other work necessary for the maintenance of the Condominium and may enter any room or Unit in the Buildings 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 taking such measures as may be necessary to control or exterminate vermin, insects or other pests.
15. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Trustees.
16. No garbage cans or rubbish barrels shall be placed in any common or exclusive common areas, nor shall anything be hung from the windows or placed upon the window sills; nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. Unit Owners must place all rubbish neatly into dumpsters.
17. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
18. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to an employee of the Board of Trustees, 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 Board of Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
19. The Board of Trustees, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees. In case such



consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit.

20. The use of the Units, the Exclusive Common and Common Parking Areas and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the 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 neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.
21. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
22.
  - a) No construction, alteration, or remodeling work which affects the structure of any Building may be done by any Unit Owner in his or her Unit, except for emergency repairs, without at least twenty (20) days' prior written notice to the Trustees. Such notice shall specify the nature and scope of the work on the Building. Unit Owners shall have the right to finish the interior of the ground level or make changes with the Unit subject to #23 hereof.
  - b) The Trustees shall approve construction, alteration, or remodeling which affects only the Unit, and does not affect the Common Elements, excepting always that the Trustees may impose such conditions as they in their sole discretion and unlimited discretion consider necessary or desirable in the interest of the comfort and convenience of any one or more Unit Owners who may be affected thereby.
23. In implementation of the right of the Trustees to approve or disapprove, as the case may be, any request for approval of construction, alteration, remodeling or use of Units or Common Elements, the Trustees shall have the right, at the expense of any Unit Owner making application to the Trustees for approval as aforesaid, to consult with an architect or contractor of their sole choice to obtain information, advice or suggestions; and during any such alterations, construction, alterations, or remodeling, the manager and/or superintendent shall have access to the Unit for the purpose of reviewing compliance with any conditions imposed by the Trustees. All applications for approval of construction, alterations, or remodeling affecting Units or the Common Elements shall contain a time schedule of the proposed work so as to permit the Trustees to give to other Unit Owners who may be inconvenienced by the proposed work, at least two (2) weeks' notice prior to the meeting at which the Trustees shall consider and act upon the application or request of any Unit Owner.
24. The Trustees may issue from time to time additional rules and regulations pertaining to specific Common Elements. The Trustees also may issue from time

to time additional rules and regulations pertaining to parking, porches and balconies.

25. No unregistered vehicles shall be allowed in driveways for more than 7 days after which Trustees may have them removed at the Owner's expense.
26. Unit Owners may, however, perform minor repairs and washing of motor vehicles.
27. The driveway of each unit shall be limited to parking of automobiles, vans and trucks not exceeding 3/4ths of a ton. Any commercial vehicle, or recreational vehicle will be permitted or parked only in areas so designated by the Trustees.
28. Any lease or rental agreement for a Unit must be in writing and subject to the condominium documents.
29. These Rules and Regulations may be amended from time to time as provided in the Trust.
30. All drapes or other window coverings in the Units must be uniform, except with the prior written consent of the Trustees.

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