

DECLARATION OF TRUST
STOCKBRIDGE LANDING CONDOMINIUM TRUST

THIS DECLARATION OF TRUST is hereby made as of and on this **15th day of December, 2020**, by *SL Owner, LLC*, a Massachusetts Limited Liability Company (hereinafter, referred to as, the "Trustee" and/or the Master Deed "Declarant"), with its business address presently being located at 1264 Main Street, Waltham, Massachusetts 02451, which term, and any pronoun referring thereto, shall be deemed to include any such Successor Trustees, and also to mean the Trustee or Trustees, for the time being as named hereunder, wherever the context so permits.

ARTICLE I
NAME OF TRUST

The Trust hereby created shall be known as, the *STOCKBRIDGE LANDING CONDOMINIUM TRUST* (hereinafter, referred to as, the "Trust"), and under that name, so far as legal, convenient, and practicable, shall all business be conducted by the Trustees and shall all instruments in writing be executed by the Trustees.

ARTICLE II
PURPOSES; CERTAIN DEFINED TERMS

Section 2.1: Purposes. All of the rights and powers in and with respect to the common areas and facilities (hereinafter, referred to as, the "Common Elements") of *Stockbridge Landing Condominium* (hereinafter, referred to as, the "Condominium"), which is established by a Master Deed of even date, and as recorded herewith, which Master Deed may amended from time to time in the manner therein provided (hereinafter, referred to as, the "Master Deed"), which rights and powers are by virtue of the provisions of Massachusetts General Laws, Chapter 183A (hereinafter, referred to as, the "Act") conferred upon or exercisable by the organization of the unit owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees shall vest in the Trustees, as joint tenants with right of survivorship, as Trustees of this Trust, to exercise, manage, and administer and dispose of the same, and to receive the income thereof:

2.1 (A). For the benefit of the owners of record from time to time of the Units of the Condominium according to the Schedule of Undivided Beneficial Interests as set forth in the Master Deed, any amendments thereto, and pursuant to Article IV, Section 4.1 hereof; and

2.1(B). In accordance with the provisions of the Act, to the extent any

power or authority granted to the Trustees exceeds or conflicts with the limitations prescribed under the Act, the terms hereof shall be construed as limiting the power and authority of the Trustees to act only in accordance with the power and authority as otherwise permitted under the Act.

This Trust is the organization of Unit Owners and is established pursuant to the provisions of the Act, and for the purposes as set forth therein.

It is intended that the provisions of this Trust and the Master Deed comply with the requirements of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") with respect to condominium mortgage loans, and all questions with respect thereto, shall be resolved consistent with that intention.

Section 2.2: Trust, Not Partnership. 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, and have no other relationship whatsoever to or among themselves with respect to the Trust property, and that they hold no relation to the Trustees other than as the Beneficiaries, with only such rights as are conferred upon them, as the Beneficiaries hereunder, and in accordance with and pursuant to the provisions of the Act.

Section 2.3: Defined Terms. To the extent that the terms used in this document are not defined herein, but are defined in the Master Deed, then the meanings ascribed to them in the Master Deed, shall be applicable to any such terms as used herein.

ARTICLE III TRUSTEES

Section 3.1: Original Trustee. There shall be a Board of Trustees consisting initially of the one (1) entity as named herein, i.e., ***STOCKBRIDGE LANDING, LLC***, by and through its Manager, ***DPI, LLC*** (hereinafter, referred to as, the "Original Trustee").

Until the expiration of the term of the Original Trustee (as provided below), the Declarant shall have the exclusive power and authority to appoint any Successor Original Trustees, by recording a Certificate of Appointment and Acceptance thereof, as signed by the Declarant, and the person or entity so appointed to serve as an Original Successor Trustee.

Section 3.2: Election. At the annual meeting of the Unit Owners, which shall be the first to occur, and the earlier of the following:

- (i) Seven (7) years from the date hereof; or
- (ii) One Hundred-Twenty (120) days after Ninety (90%) percent of the Units in all Phases (based upon the maximum and Total Number of **Sixty-Eight (68) Units** of the Condominium have been conveyed to the Unit Owners, whichever is earlier, the term of each Original Trustee, then serving, shall expire, and successor Trustees shall be elected by a majority (as Beneficial Interest Holders) vote of Unit Owners, including the Declarant, as an owner of Units or remaining or prospective Units, if

any, and until their Successors have been elected and qualified.

At any and all meetings of the Unit Owners, the Declarant shall be entitled to the same voting rights as any other Unit Owners, as to any such Units, which are either owned and/or controlled by the Declarant.

The Board of Trustees as elected under this Section 3.2. (except for the Original Trustee, and any such Successors to the Original Trustee) shall consist of **Five (5) Trustees.**

The term of office of the Trustees (other than Original Trustee) shall be for Five (5) years, and until their successors have been elected or appointed and qualified.

Notwithstanding the foregoing, upon the initial election of all Five (5) Trustees, Three (3) of the Trustees shall serve for a term of Three (3) years, and Two (2) of the Trustees shall serve for a term of Two (2) years.

Section 3.3: Certificate of Election. The total number of Trustees required to be elected, as provided in Section 3.2, hereof, shall be so elected by the Unit owners at any Annual or Special Meeting.

Each person, who is elected to serve as a Trustee, and who wishes to so serve as a Trustee, shall promptly file with the Trustees, a written "***Acceptance of Election***" document, and upon receipt of such Acceptance of Election, the Trustees shall sign and record with the **Plymouth County Registry of Deeds** (hereinafter, referred to as, the "Registry") a "***Certificate of Election***" document setting forth the names of the new Trustees, and reciting that they have been duly elected by the required vote of the Unit Owners, and that they have filed their written Acceptance of Election with the Trustees.

Section 3.4: Vacancies in the Office of Trustee. If, and whenever, the number of Trustees shall become less than the required Five (5), (or less than One (1), if the expiration of the term of the Original Trustees has not yet occurred), a vacancy or vacancies in the office of Trustee shall be deemed to so exist.

Each such vacancy shall be filled by the appointment of a Successor Trustee, who shall be designated by the Declarant, until the expiration of the term of the Original Trustees, or by a vote of the Unit Owners holding more than Fifty (50%) percent of the Beneficial Interests hereunder (subject to the terms and provisions of Section 3.2 above).

Each Trustee, who is appointed to fill a vacancy, shall promptly file with the Trustees a written ***Acceptance of Appointment***. If the Declarant or the Unit Owners, holding more than Fifty (50%) percent of the Beneficial Interests hereunder (subject to the terms of Section 3.2 above), as appropriate, have not made an appointment of a Successor Trustee within Ninety (90) days after the occurrence of any such vacancy, and a Notice of such vacancy has been sent by the remaining Trustees to the Unit Owners calling for a Special Election to fill such vacancy, then the Trustees may appoint a Successor by a majority vote (or by the sole remaining Trustee, if only one).

In either case, any such appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall be evidenced by recording with the applicable Registry of Deeds, a *Certificate of Appointment* document, signed by the Trustees and setting forth the name of the new Trustee, who has been appointed to fill the vacancy, and reciting that the new Trustee has been duly appointed by the Declarant, or by vote of the Unit Owners, or the Trustees, as appropriate, and that said Trustee has filed his written Acceptance of Appointment with the Trustees.

Each election or appointment shall become effective upon the recording with the Registry of a Certificate as set forth above, and that person shall then be and become a 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 or transfer or conveyance.

If for any reason any vacancy in the office of Trustee shall continue for more than Six (6) months, and provided that there is at least One (1) other Trustee in office, a Trustee or Trustees necessary to fill any such vacancy or vacancies, may be appointed by a court of competent jurisdiction, or upon the application of any Unit Owner, and with Notice to all Unit Owners and Trustees, and to such other parties in interest, if any and as applicable, to whom the Court may direct that such Notice be given.

The foregoing provisions of this section, but subject to the provisions of the immediately following Section, despite any vacancy in the office of Trustee, however caused, and for whatever duration, the remaining Trustees, shall continue to exercise and discharge all of the powers, discretions and duties, which have been conferred or imposed upon them, as the Trustees.

Section 3.5: Quorum. In any matters relating to the administration of this Trust and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any meeting, which has been duly called, and at which, there is a quorum present, as provided in Section 5.8 of Article V hereof. The Trustees may also act without a meeting by an instrument signed by a sufficient number of Trustees, which constitute a quorum, as provided in Article V, Section 5.8.

Section 3.6: Resignation; Removal of Trustee. Any Trustee may resign by providing to the Trust, a written *Notice of Resignation*. Any such written resignation shall be recorded by the Trust at the Registry of Deeds.

After reasonable notice and opportunity to be heard before the other Trustees, a Trustee may be removed from office, with or without cause, by and after a vote of the Unit Owners holding at least Sixty-Seven (67%) percent of the Beneficial Interests hereunder.

Notwithstanding the foregoing, the Original Trustees, and any Successor Trustees, who may be appointed by the Declarant, may be removed only by the Declarant (i) not until the expiration of Seven (7) years from the date hereof, or (ii) One

Hundred Twenty (120) days after Ninety (90%) percent of the Units in all Phases (based upon the present maximum of Sixty-Eight (68) Units of the Condominium have been conveyed to the Unit Owners, whichever is earlier.

Any such removal shall be evidenced by the Trust's recording at the Registry of Deeds, a *Certificate of Removal*, signed by the Trustees, naming the Trustee, who has been removed, and reciting that the requisite number of votes of the Unit Owners or Trustees, as the case may be, were cast authorizing the person's "removal".

Section 3.7: Bonds. The Trust shall have and carry a Fidelity Bond or Insurance Coverage or Policy covering the Trust from and against any such dishonest acts or conduct on the part of the Trustees, Managers (and any officers, employees, and/or agents of a manager), Employees or Volunteers, who may be responsible for handling any such funds belonging to or administered by the Trust.

The Fidelity Bond or Insurance Coverage or Policy shall name the Trust, as the named insured, and shall be written in an amount not less than the estimated maximum of funds, including Condominium Reserve Funds, in the custody of the Trust, Trustees or Manager, as the case may be, at any given time during the term of each Bond, and sufficient enough so as to provide protection, which is in no event, less than either the greater of Three (3) months of the aggregate amount of the assessments on all of the Units and all Reserves, or that amount, which is acceptable to the FNMA and FHLMC, if and as may be applicable.

The Trustees shall comply with all applicable Bonding or Insurance requirements of FNMA and FHLMC, as may be promulgated from time to time.

In connection with any such Insurance Coverage, an appropriate Endorsement shall be added to the Policy, so as to cover any persons, who may serve without compensation, if the policy would not otherwise cover any such volunteers.

Any such Fidelity Bonds required herein, must meet the following requirements:

3.7(A). The Bond(s) shall name the Trust, as the Obligee;

3.7(B). The Bond(s) shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons, who may be serving without compensation, from the definition of "employees", or similar terms or expressions;

3.7(C). The premium on all Bonds required for the Trust (except for premiums on Fidelity Bonds maintained by a management agent, its officers, employees, and agents) shall be paid for by the Trust, as a Common Expense; and

3.7(D). The Bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without receiving at least Ten (10) day's prior written Notice to the Trust, the Trustees as

Insurance Trustees, and to each Mortgagee.

Section 3.8: No Personal Liability. No Trustee, under any circumstances or in any event, shall be held liable or accountable for or 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 3.9: Conflicts: Indemnity. No Trustee shall be disqualified 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 other reason) as a vendor, purchaser or otherwise; nor shall any such dealing, contract, or arrangement entered into with respect to this Trust, in which any Trustee so dealing, contracting, or being so interested be held liable to account for any profit(s), which may be realized by and as related to the Trustee's holding such office, or as related to the fiduciary relationship established, provided that the Trustee (other than the Original Trustees and their successor Original Trustees, who, by virtue of their affiliation with the Declarant, shall be treated as having fully disclosed all such interest) discloses to the other Trustees the nature of his interest(s) before any such dealing, contract, or arrangement(s) are entered into by the Trustee.

Each Trustee shall be entitled to indemnity, both out of and from the Trust property, and by the Unit Owners against any liability, which may be incurred by the Trustee(s), in the execution of their services herein, including, without limitation, any liabilities in contract, in tort, and liabilities for damages, penalties and fines.

Each Unit Owner shall be personally liable for (i) all sums lawfully assessed for his/her share of the common expenses of the Condominium, and (ii) for his/her proportionate share of any claims involving the Trust property, in excess thereof to the extent provided in the Act.

Section 3.10: Compensation. No Trustee shall be entitled to any compensation (other than routine reimbursements for any such related "out-of-pocket expenses" so incurred) unless otherwise so determined by the Unit Owners, who own more than Fifty (50%) of the Beneficial Interests of this Trust, and occurring at an Annual or Special Meeting of the Unit Owners. The Original Trustee agrees to serve without compensation.

ARTICLE IV
BENEFICIARIES AND THE
BENEFICIAL INTERESTS IN THE TRUST

Section 4.1: Beneficial Interest. The Beneficiaries of this Trust are, and shall be, the “Unit Owners” of the Condominium, as they may be or become from time-to-time.

The Beneficial Interests in this Trust shall be divided among the Unit Owners in the specific percentages of the Undivided Beneficial Interests, as appurtenant to the Units of the Condominium, which are as set forth in the Master Deed.

Section 4.2: Each Unit to Vote by One Person. The Beneficial Interest of each Unit of the Condominium shall be held and exercised as a “whole” and shall not be divided among several owners of any such Unit.

To that end, whenever any Unit is owned (by Deed of record) by more than one (1) person, the several owners of any such Unit shall:

4.2(A). Determine and designate, which one of the Owners shall be authorized and entitled to cast votes, execute instruments, and/or otherwise exercise the condominium rights appertaining to such Unit hereunder; and

4.2(B). Notify the Trustees by providing the same with a written **Notice of Designation** and signed by all of the Unit’s Owners (of record). Any such designation shall take effect upon receipt by the Trustees and may be changed (at any time and from time-to-time) by providing a Notice to the Trustees, as set forth above.

In the absence of any such Notice of Designation, the Trustees may designate any one such Unit Owner for the purposes as contemplated herein.

Section 4.3: Proxy Vote. A Unit Owner may vote in person, or by a written proxy vote, dated no earlier than Six (6) months prior to the date of any such Meeting at which any such vote is taken. A proxy purporting to be executed by, or on behalf of a Unit Owner, shall be deemed “valid”, unless the same is challenged, at or prior to, it’s so being exercised. A proxy vote with respect to a Unit held in the name of Two (2) or more persons, shall be valid, if executed by any One (1) of them, unless at, or prior to the exercise of the proxy, the Trustees receive specific Notice to the contrary from any other one of the said persons.

ARTICLE V **BY-LAWS**

The provisions of this Article V are, and shall constitute, the **By-Laws** of this Trust, and the Organization of Unit Owners, as established herein and/or hereby (hereinafter, referred to as, the “By-Laws”), to wit:

Section 5.1: Powers and Duties of Trustees. The Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium, in accordance with and as set forth in the Act, 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 Trustees

by the Unit Owners. Any such powers and duties of the Trustees, shall include, but shall not be limited to, the following operational matters:

5.1(A). Operation, care, upkeep, and/or maintenance of the Common Area Elements;

5.1(B) Determination of the Common Area Maintenance (“CAM”) Charges or Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium, and the operation and maintenance of any appurtenant rights or obligations as related of and to the Condominium;

5.1(C). Collection of the Common Area Charges from the Unit Owners;

5.1(D). Appointment of a Manager, or Managing Agent, (hereinafter, referred to as, the “Manager”) to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements, and the keeping of accounts, as the Trustees shall from time to time determine.

The Trust shall appoint a Manager, on or before, the date that the term of the Original Trustee shall expire pursuant to Section 3.2 of this Trust. Any contract between the Trust and the Manager shall permit the Trust to terminate any such contract, without cause, and without financial penalty.

The Trustees, or the Manager, may appoint, employ, and/or remove such additional agents, attorneys, accountants, professionals, or employees as the Trustees shall determine; provided, however, that in no event, shall the Trustees expend more than the sum of Ten Thousand (**\$10,000.00**) 00/100 Dollars, in any fiscal year, in the aggregate, in respect of any legal matters (other than in defense of any claim brought against the Trustees or the Beneficiaries as the organization of Unit Owners, in which case such limitations shall not be applicable) unless by a vote of the Unit Owners holding more than Sixty-Seven (67%) percent of the Beneficial Interests hereunder, such additional expenditures shall have been approved.

Further, in respect of all claims brought by the Trustees, the Trustees shall use their best efforts to resolve any such claims through alternative dispute resolution (mediation/arbitration) methods rather than litigation, if and as reasonably possible.

5.1(E). Employment, appointment and dismissal of the personnel of the Trust including a Manager, superintendents, brokers, engineers, architects, and counsel, as necessary and advisable;

5.1(F). Adoption and amendments of rules and regulations covering the details of the operation and use of the Condominium;

5.1(G). Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;

- 5.1(H) Keeping of records on behalf of the Condominium;
- 5.1(I). Creating a budget for the Condominium;
- 5.1(J). Leasing, managing and otherwise dealing with the Common
- 5.1(K). Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to the Trustees or purchased by the Trustees as the result of enforcement of the lien for common expenses, or otherwise;
- 5.1(L). Obtaining insurance for the Condominium, including the Units, pursuant to the provision hereof;
- 5.1 (M). 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;
- 5.1(N). The Trustees shall have the power and duty to enforce obligations of the Unit Owners whether such obligations arise hereunder, the Master Deed or the Act (hereinafter, referred to as, the "Obligations"); to enforce the 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. In case of persistent violation of the Rules and Regulations by the Unit Owner, the Trustee shall have the power (in addition to all other powers granted herein or in the attached Rules and Regulations) to require such Unit Owner to post a bond to secure adherence to the rules and regulations; or take such other action, including imposing fines, as set forth in this Trust or the Master Deed. Any Unit Owner violating the Obligations and/or the Rules and Regulations shall be required to reimburse the Trust for any reasonable legal costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Trust in connection with the Trustees' enforcement of same;

Fines may be imposed for Violation(s) of any of the above rules, according to the following schedule:

1st Violation (after written warning):	\$25.00
Repeated Violation(s):	\$50.00 (per Violation)

The Trustees may not impose any fine, or infringe upon any rights of a Unit Owner, for violations of the Rules and Regulations, until the following procedures have been reasonably complied with.

1. If a violation of the Rules and Regulations is alleged in a written complaint to the Trustees, the Trustees, or Agent of the Trustees, will notify the alleged Unit Owner or violator in writing, to cease and desist from any such conduct resulting in the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a "grace period" of Ten (10) days, within which the violation may be stopped, abated, and/or removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.

2. The violator may request a hearing with the Trustees within Ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Trustees. The hearing shall be held in a closed session and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.

3. If a subsequent violation is repeated within Twelve (12) months of the first notice, a fine will be imposed without a grace period.

4. If any Unit Owner fails to comply with the Rules and Regulations, or with any decision rendered under the Rules and Regulations, the Unit Owner may be sued for damages, injunctive relief, or both, by the Trustees.

A fine will be applied to the Unit Owner regardless of whether the offender is the Unit Owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Trustees incur expenses to correct the violation, this expense will be applied to the Unit Owner. If the fine is not paid by the Unit Owner, a higher fine may be imposed.

If this fine remains unpaid, a statutory lien may be placed against the Unit in question. In addition, the Trustees may foreclose on a lien if it is deemed reasonable and/or necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered, including, but not limited to, the following:

A. Suing the Unit Owner(s) for damages.

5.1(O). Purchasing or leasing a Unit, or portion thereof, for use by a Resident Manager.

5.1(P). Granting or relocating permits, easements and licenses on, over and under the Common Elements for purposes reasonably necessary for the proper operation of the Condominium and in conjunction with the sharing of rights, privileges and common areas with adjacent parcels of land, which adjacent parcels may include other condominiums;

5.1(Q). Entering into management 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 in conjunction with other condominiums pursuant to which agreements the Trustees may delegate their powers and duties, provided that any such contract shall permit the Trust to terminate the contract without cause and without financial penalty;

5.1(R) Discharging the duties assigned to the owner of all or any part of the Condominium property pursuant to those permits, restrictions and other agreements, which are listed in *Exhibit A-1* to the Master Deed, including, without limitation, those obligations, as set forth in *Exhibit "B"* to this Trust; and

5.1(S). Generally, in all matters not herein otherwise specified, controlling and doing each and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust, or incidental to the powers herein, or in the Act; manage and dispose of the Trust property as if the Trustees were the absolute owners thereof; and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners and the Trust.

Section 5.2: Common Expenses, Profits and Funds.

5.2(A). **Unit Owner Liability.** Commencing with the date of recording of the Master Deed, each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage and undivided interest in the Common Elements, as set forth in and determined under the Master Deed. The Trustee may, at any time or times, distribute common profits among the Unit Owners in such proportions.

The Trustees shall set aside common funds of the Condominium as “reserve or contingent” funds maintained out of regular assessments for common expenses, and may use the funds to set aside for reduction of the indebtedness or other lawful capital purposes, or, subject to the provisions of Section 5.5, for periodic maintenance, repair, replacement, rebuilding or restoration of the Common Elements, or for any such other reasonable and necessary improvements related thereto, and the funds, as set aside, shall not be deemed to be common profits available for distribution. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that may need to be replaced on a periodic basis and shall be payable in regular installments rather than by Special Assessments being made.

5.2(B). **Working Capital.** Additionally, a “*Working Capital Fund*” must be established for the initial month’s operations of the Condominium. This fund shall be equal to the amount of Two (2) month’s value of the “estimated” Common Area Maintenance (“CAM”) Charges (i.e., Monthly “Condominium Fee”) for each Unit, as calculated and determined by the Trustees.

Each Unit's share of the working capital fund must be collected and transferred to the Trustees, as agents for the Trust, at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Trust. The contribution to the working capital fund, for each unsold Unit, shall be paid to the Trust within Sixty (60) days after the date of the conveyance of the first Unit in the Phase of which the Unit is a part.

The Declarant shall be entitled to be reimbursed for the amount of any such funds so contributed, if and as such unsold Units are sold by the Declarant, and such contributions are assigned to purchasers of such Units, or are paid to the Trust by the purchasing Unit Owners.

The Declarant shall not use such funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficits, while the Declarant remains Trustee of the Trust. The purpose of the fund is to ensure that the Trustees will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable to the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

5.2(C). *Procedures for Assessments.*

5.2(C)(1). 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 a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, and each Unit Owner thereafter shall pay One-twelfth (1/12) of his share of the estimated common expenses monthly in advance on the first day of each month. If an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment.

5.2(C)(2). In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, 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 aforesaid. The Trustees may, in their discretion, provide for payment of such supplemental charges in monthly or other installments.

5.2(C)(3). In order to create a "*Reserve fund*" for future contingencies, the Trustees shall assess each Unit Owner, from time-to-time, in addition to the foregoing assessment, for a sum or sums sufficient to provide the Trustee with sufficient capital to meet emergencies and other contingencies. With respect to assessments, which are not paid on a timely basis, the Trustees may assess a late charge, or charge interest on such sums no paid, in an amount or rate reasonably determined by the Trustees from time-to-time in accordance with applicable law. The amounts due hereunder, together with the late charges shall constitute a "lien" on the Unit of the Unit Owner assessed, pursuant to the provisions of the Act.

§5.2(C)(4). The Trustees of the Trust may, in the exercise of their discretion, assess "supplemental assessments" against Units Owners, whose modifications to their Units, in the opinion of the Trustees, result in an increase in the operating budget or replacement reserves of the Condominium, including, without limitation (i) upgrades to landscaping and/or (ii) expansion of a Unit pursuant to the Design Guidelines, as attached to the Master Deed, as *Exhibit "D"*.

§5.2(C)(5). The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the Act.

5.2(D). **Default in Payment.** In the event of default by any Unit Owner in paying to the Trust the common charges as determined by the Trustees, such Unit Owner shall be obligated to pay the above-described late charges, together with all expenses, including attorney's fees, incurred by the Trustees in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on the Unit of such Unit Owner to the extent provided by law. The Trustees shall have the right and duty to attempt to recover such common charges, together with late charges, and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by the foreclosure of the lien on such Unit as provided by law.

Section 5.3: Insurance.

5.3(A). **Casualty Insurance.** The Trustees shall obtain and maintain, to the extent available at reasonable cost, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming the same as the named insureds, and with loss proceeds payable to, the Trustees hereunder, or one or more Trustees hereunder designated by them as "Insurance Trustees" for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such a condominium form of insurance as may from time-to-time be customarily used in Massachusetts.

Such insurance shall cover the buildings, and all other insurable improvements forming part of the Common Elements, including all service machinery, apparatus, equipment, and installations in the Common Elements, but not including the furniture, furnishings, or other personal property of the Unit Owners. Such insurance shall, insofar as practicable, be maintained in an amount not less than One hundred percent (100%) of the replacement value of the insured property for insurance purposes as determined by the Trustees at least annually and shall insure against:

5.3(A)(1). Loss or damage by fire and other hazards covered by the standard extended coverage endorsement and, if applicable, insurance to meet flood insurance requirements; and

5.3(A)(2). Such other hazards or risks as the Trustees may, in their discretion, shall determine to be appropriate, including but not limited to, vandalism, malicious mischief, windstorm and water damage, federal flood hazards, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined by the Trustees.

5.3(B). *Policy Requirements.*

5.3(B)(1). 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 provide that any proceeds shall be paid to the Trustees for the use and benefit of mortgagees as their interests may appear. Agreed amount, inflation guard and construction code endorsements are required, if available.

5.3(8)(2). Policies for such casualty insurance shall provide as far as practical, that:

5.3(B)(2)(a). The Insurer waives any right of subrogation against the Trust, the Trustees, their agents and employees, Unit Owners, their respective employees, agents, tenants and guests;

5.3(B)(2)(b). 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 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;

5.3(B)(2)(c). That any such policies may not be canceled or reduced, without at least Thirty (30) days prior written notice to the Trustees, all Unit Owners, and the first mortgagees of the Units;

5.3(B)(2)(d). The Insurer shall not be entitled to contribution as against any insurance obtained by individual Unit Owners covering their own Units;

5.3(B)(2)(e). 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;

5.3(B)(2)(f). That, notwithstanding any provisions hereof 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 the Act, the Trust, or these By-Laws;

5.3(B)(2)(g). For waivers of any defense based upon the conduct of any insured; and

5.3(B)(2)(h). For recognition of any Insurance Trust Agreement.

5.3(C). **Certificates of Insurance.** Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the Owners of each Unit.

5.3(D). **Unit Owner Improvements.** Each Unit Owner shall have the duty to promptly report to the Trustees any improvements made by the Unit Owner to his Unit so that the Trustees may obtain necessary additional insurance coverage as required by these By-Laws, and the Unit Owner shall pay the cost of the additional insurance, if any, resulting from said improvements. In the event of a casualty loss, if 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, which were made by him to his Unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the Unit Owners, who have failed 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, shall be determined by the Trustees.

5.3(E). **Insurance Trustee: Application.** The Trustees, who are designated as the Insurance Trustees, 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 of a Unit and are covered by such insurance, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.3(F). **Liability Insurance.** 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 One Million (**\$1,000,000.00**) 00/100 Dollars per occurrence, for personal injury and/or property damage covering the Trust, each Trustee, and 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 co-insureds.

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. Coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, and legal liability, which may arise from or out of a lawsuit related to employment contracts of the Trust.

5.3(G). **Worker's Compensation, Other Insurance.** The Trustees shall also obtain and maintain, to the extent obtainable and permitted by applicable law, workmen'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 may deem 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 set forth above with respect to non-cancellation, waiver or subrogation, waiver of defense based on conduct of any insured, and non-contribution.

5.3(H). **Other Requirements.** The cost of all insurance obtained and maintained by the Trustees, pursuant to the provisions of this Section, shall be a Common Expense. To the extent a builder's risk insurance policy must be maintained in respect of all or a portion of the Buildings (as defined in the Master Deed) after the same are included in the Condominium, the premium on the policy, as allocable to the period of time following inclusion of such Building(s) in the Condominium, shall also be treated as a Common Expense.

The Trustees shall comply with all applicable insurance and bonding requirements of the FNMA and FHLMC as promulgated from time to time.

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.

5.3(I) **Unit Owner Insurance Requirements.** Each Unit Owner may obtain additional insurance for his/her own benefit and at his/her own expense. No such policy shall be written so as to decrease the coverage provided under any of the policies obtained by the Trustees pursuant to this Section above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, with the proceeds to be applied pursuant to the terms of this Section, as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.4: Rebuilding and Restoration; Condemnation. In the event of any casualty loss to the Condominium, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds Ten (10%) percent of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed Ten (10%) percent of such value, then the Trustees shall (without notice to the Unit Owners), proceed with the necessary repairs, rebuilding or restoration in the manner as provided for in the Act.

If any such casualty or loss does exceed Ten (10%) percent of the value of the Condominium prior to the casualty, and:

5.4(A). If Seventy-Five (75%) percent in the Beneficial Interests of the Unit Owners (or such other percentage as may be subsequently be required by the Act) do not agree by execution of written authorizations furnished to the Trustees within One Hundred (120) days after the date of the casualty to proceed with the repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of the Act; or

5.4(B). If Seventy-Five (75%) percent in Beneficial Interests of the Unit Owners (or such other percentage as may subsequently be required by the Act agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however that if such excess cost exceeds Ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner, who did not so agree may apply to the appropriate Superior Court in the County where the premises lies, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

The Trustees, as agents for the Trust, 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 Trustees as attorney-in-fact for any such purposes.

In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award 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 5.5: Maintenance and Repair of Units. Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance, repair and replacement of utility fixtures therein serving the same to the extent provided in the Master Deed.

Section 5.6. Maintenance, Repair and Replacement of Common Elements; Improvements; Assessment of Common Expenses Therefor. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Elements of the Condominium to the extent and as provided in the Master Deed, which may be done or performed in any manner as provided herein. The expenses of any such maintenance, repair, and/or replacement, shall be assessed to the Unit Owners as common expenses of the Condominium, at such times, and in such amounts as provided in Section 5.2 above.

If Fifty (50%) percent or more, but less than Seventy-Five (75%) percent in beneficial interest of the Unit Owners (or such other percentage as may subsequently be required by the Act) agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

Seventy-Five (75%) percent or more in interest of the Unit Owners (or such other percentage as may subsequently be required by the Act) may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense; but if such improvements shall cost in excess of Ten (10%) percent of the then value of the Condominium, any Unit Owner, not so agreeing, may apply to the appropriate Superior Court, where the premises lies, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 5.7: Restriction on Use of the Common Elements and Units, Rules and Regulations. In addition to the use restrictions, which may exist as a matter of law, or which are specified in the Master Deed, the Trustees have adopted the ***Rules and Regulations***, a copy of which is attached hereto, as ***Exhibit "A"***, and made a part hereof, governing the details of the operation and use of the Common Elements and of Units, and containing such use restrictions on and requirements respecting the use and maintenance of the Common Elements and of the Units as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements. By vote of a majority in number of the Trustees, the Trustees may, at any time, and from time-to-time amend, modify, and rescind the Rules and Regulations, and may in a particular case, waive the application of a Rule or Regulation.

If a majority of the Trustees shall at any time in their reasonable judgment determine that any portion of any Unit is in such need of maintenance and repair that the market value of one or more other Units is being substantially and adversely affected, or that the condition of any Unit or any fixture, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall, in writing, request the Unit Owner to perform the needed maintenance, repair or replacement, or to correct the hazardous condition, and in case such work shall not have been commenced within Fifteen (15) days (or such other reasonable period as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit, and the Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinated to any first mortgagee of record to the extent permitted by law. The foregoing provisions shall not be construed as limiting any rights of the Trustees to take action in respect of any activity in or condition of any Unit as expressly provided in the Master Deed.

Section 5.8: Meetings.

5.8(A). **Meetings of Trustees.** The Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners and at such meeting may elect a Chairperson, Treasurer, Secretary, and other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three then in office) or by any two Trustees (if there be more than three then in office) 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 Trustee. Trustees may waive notice by duly executing an appropriate waiver of notice. One-half of the number shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

5.8(B). **Meetings of Unit Owners.** There shall be an Annual Meeting of the Unit Owners each year, generally, on the second Tuesday of June, at 7:00 p.m., or at some other date and time, as determined by the Trustees, and at such reasonable place as may be designated by the Trustees, and the Trustees providing written notice to the Unit Owners at least Seven (7) days prior to the date so designated.

At the annual meeting the Trustees shall submit reports as to the management and finances of the Condominium. Special Meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees, and shall be called by them upon the written request of Unit Owners entitled to more than Thirty-Three (33%) percent of the beneficial interests of the Trust. Written notice of any special meeting, designating the place, day, and hour, shall be given by the Trustees to all the Unit Owners at least Seven (7) days prior to the date so designated.

5.8(C). **Notice of Certain Matters; Quorum; Majority Vote.** Whenever at any meeting, the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall state and reasonably specify any such matter. Unit Owners entitled to more than Fifty (50%) percent of the Beneficial Interests of this Trust shall constitute a "Quorum" for and at all meetings.

Section 5.9: Notice to Unit Owners. Every notice to any Unit Owner 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, either by leaving such notice with him or her at his or her residence in the Condominium, or by mailing it, postage prepaid, addressed to such Unit Owner at his or her address, as it appears on the records of the Trustees, at least Seven (7) days prior to the date fixed for the happening of the matter, thing, or event of which such notices is given, or such longer period of time as may be required by the specific terms of this Trust.

Unit Owners may "Waive" notice by duly executing an appropriate waiver of notice. Each Unit Owner shall have the responsibility of providing the Trustees with the correct name of the present owner of the Unit and any address other than the Unit to which he or she desires notices to be mailed. The Trustees shall have no duty of inquiring beyond their records.

Section 5.10: Inspection of Books: Reports to Unit Owners. Current copies of the Master Deed, this Trust, By-Laws and any Rules and Regulations of 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 mortgage holders, insurers or guarantors of any first mortgage, at all reasonable times during normal business hours, or under other reasonable circumstances.

The Trustees shall, within One Hundred Twenty (120) days 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 such summary form, and only in such detail, as the Trustees shall deem proper, but in all cases in conformity with the requirements of the Act, and so long as required by FNMA or FHMLC, or the Act, the same shall be audited. Any person, who has been furnished with such a 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 or her, shall be deemed to have provide their "assent" thereto.

Any mortgage 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 5.11: Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments issued for the payment of money drawn or endorsed in the names of the Trustees, or of the Trust, need only be signed by any One (1) of the Trustees, or by any person or persons, who may be one of the Trustees, to whom such power has been designated, at any time, or from time-to-time, in writing, and by not less than a majority of the Trustees.

Section 5.12: Fiscal Year. The fiscal year of the Trust shall be the calendar year, ending each year on *December 31*.

Section 5.13: Unit First Mortgages. Notwithstanding anything to the contrary contained herein:

5.13(A). Notice of Trustees. A Unit Owner, who mortgages a Unit shall notify the Trustees of the name and address (and any changes therein) of such mortgagee, and the Trustees shall maintain such information in a separate book. All provisions herein, and in the Master Deed, calling for notice to be given to (or for consent to be obtained from) mortgagees or mortgage holders, shall relate to and require only the giving by US mail (postage prepaid) of such notice to (and obtaining such consent from) Unit first mortgage holders for which such information has been provided to the Trustees (such mortgages being referred to sometimes hereinafter as the "listed first mortgages"). Upon written request to the Trustees, a copy of any notice to be given by the Trustees to a listed first mortgagee, shall also be given, at the same time and in the same fashion, to a suitably identified governmental insurer or guarantor of the mortgagee's mortgage.

5.13(B). **Notice to Mortgagees.** The Trustees, whenever so requested by the listed first mortgagee of a Unit, shall promptly provide to such mortgagee, in accordance with such request, a written notification of:

5. 13(B)(1). Any then unpaid common charges due from, or any other default by, the Unit Owner of the mortgaged Unit if any such default is not cured within Sixty (60) days of notice of the same to the Unit Owner;

5.13(B)(2). 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 by such mortgagee. If FNMA or FHLMC shall own, in whole or in part, a mortgage of any Unit in the Condominium, the Trustees, on behalf of the Trust, shall provide written notice to FNMA and/or FHLMC (c/o its then Servicer at its Servicer's suitably identified address) of any loss to, or taking of, the common areas and facilities, if any such loss or taking exceeds the sum of Ten Thousand (\$10,000.00) 00/100 Dollars, or of damage to a Unit covered by a mortgage purchased, in whole or in part, by said FNMA and/or FHLMC if such damage exceeds the sum of One Thousand (\$1,000.00) 00/100 Dollars;

5.1 3(B)(3). Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;

5.13(B)(4). Any proposed action that would hereunder expressly require the prior written consent or approval of a specified percentage of listed first mortgagees; and/or

5.13(B)(5). All meetings of Unit Owners.

5. 13(C). **Unit Liens.** All taxes, assessments, and charges that may become liens prior to a first mortgage on a Unit, under local law, shall relate only to the individual Units, and not to the Condominium as a whole, and any lien in favor of the Trust for common expense assessments, or other charges against any such Unit, shall be subordinated to any lien of any first mortgage encumbering the Unit, but only to the extent so permitted under the Act.

5.13(D). **Priority.** No Unit Owner, or any other party, shall have a priority over any rights of the first mortgagee of a 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, Units and/or common areas and facilities.

Section 5.14: Special Common Facilities. The Trustees may, at reasonable times, and in accordance with rules and regulations from time-to-time adopted by the Trustees, close any common facilities of the Condominium for the common use of the Unit Owners, and temporarily allocate the use thereof to the Trustees, or, upon application therefor, to any Unit Owner or Owners, for their exclusive use for meetings, social, and other functions, and other purposes consistent with the comfort and convenience of the Unit Owners, and their enjoyment of the amenities of the Condominium, and upon payment of reasonable charges therefor, if any, as established

by the Trustees, which charges shall be paid in addition to other common expenses, and shall upon receipt by the Trustees constitute common funds.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THIRD PARTIES
DEALING WITH THE TRUSTEE; LIMITATION OF LIABILITY

Section 6.1: Reliance. No purchaser, mortgagee, lender or other person dealing with the Trustees, as they then appear of record in the Registry of Deeds, shall be bound to ascertain or inquire further as to the persons, who are the then current Trustees, 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 the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges thereunder 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 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.

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, and of the matters therein recited, relating to such discharge, resignation, removal, or appointment or the occasion thereof.

Section 6.2: Personal Liability Excluded. 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. 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 Article V hereof, or under the provisions of the Act.

Section 6.3: All Instruments Subject to the Terms Hereof. 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 Trust.

Section 6.4: Notice, Certificates. This Trust, and any amendments hereto, any Certificate required to be recorded, and any other Certificate or paper signed by any such Trustee, or any of them, which may be deemed desirable to record, shall be recorded with the appropriate Registry of Deeds.

Such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof. 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 Trust, or change of a Trustee or Trustees, when the same shall be recorded with the said Registry.

Any Certificate signed by the Trustees, 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 recorded with the Registry, 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 Trustees 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.

Section 6.5: 6(d) Certificates. Notwithstanding any other provision of Article VI, any Certificate setting forth the amount of unpaid Common expenses assessed against any Unit Owner, as provided by Section 6(d) of the Act shall be conclusive evidence of the facts stated therein, if signed by any one (1) Trustee, then in office, or the Manager, who may be appointed by the Trustees, as herein before set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

Section 7.1: Amendments to Trust. The Trustees, with the written consent of Unit Owners entitled to more than Sixty-seven (67%) percent of the Beneficial Interests hereunder, may at any time, and from time-to-time amend, alter, add to, or change this 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 or change shall be valid or effective if:

7.I(A). Made without the consent of the Declarant prior to the expiration or date specified for the expiration of the term of the Original Trustees in *Section 3.2* above; or

7.1(B). It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of Beneficial Interests of any Unit Owner hereunder so as to be different than the percentage of the individual ownership interest of such Unit Owner in the Common Elements, as set forth in the Master Deed; or

7.1(C). It would render this Trust contrary to, or inconsistent with, the Master Deed or any requirements or provisions of the Act; and

7.1(D). This Trust shall not be altered, amended or otherwise changed, if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to FNMA or FHLMC. All provisions of this Trust shall be construed to qualify any such mortgages for sale to FNMA or FHLMC.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section, shall become effective upon recording with the appropriate Registry of Deeds, of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged 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, as executed and recorded, 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 3.5* of Article III hereof.

Pursuant to Section B of Article VII of the Master Deed, any such proposed and/or subsequent Phases may be added to the Condominium, at the sole discretion of the Declarant.

Nothing contained herein, shall permit the percentage of the undivided interest of each Unit Owner in the Common Elements, as expressed in the Master Deed to be altered, except as provided in the Master Deed.

7.1(E) This Trust shall not be altered, amended, or otherwise changed, if such alteration or amendment will, in any manner, violate the terms of any of the permits or restrictions, which may be listed in *Exhibit A-1* to the Master Deed; provided, however, that the Trust shall not hereby be prohibited from seeking any amendment or modification to any of such permits from the applicable permitting authorities.

Section 7.2: Termination. The Trust hereby created shall terminate, only upon the removal of the Condominium from the provisions of the Act, in accordance with the procedures set forth therein.

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of the Act, sell and convert into money, the whole of the Trust property, or any part or parts thereof. 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, to the Unit Owners according to their respective percentages of Beneficial Interests, as shown in the Master Deed.

In making any sale under the provisions of this Section, the Trustees shall have the power to sell, or vary any contract of sale, 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 **TRUSTEES PURCHASE OF UNITS**

With the prior approval of a majority in Beneficial Interests of the Unit Owners, the Trust may acquire Units of the Condominium. Acquisition of Units by the Trust, 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 to his or her 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 proposed to be acquired by the Trustees.

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 proposed to be acquired by the Trustee.

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) year's experience as an Arbitrator.

Within Ten (10) days after notice of such appointment, the Trust shall appoint another such Arbitrator, and the Two (2) Arbitrators, who were so chosen shall within Ten (10) days thereafter, choose a third such Arbitrator.

A majority of any such Arbitrators shall be entitled to decide any such matter, and their decisions 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, which from time-to-time may be amended and shall be final and conclusive on all persons.

ARTICLE X
MISCELLANEOUS

Section 10.1: Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Trust nor the intent of any provision hereof;

Section 10.2: Gender. The use of the masculine gender in this Trust shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires;

Section 10.3: Definitions. All terms and expressions used in this Trust, which are defined in the Act, shall have the same meaning herein unless the context otherwise requires;

Section 10.4: Waiver. No provisions contained in this Trust shall be deemed to have been waived, or abrogated, by reason of any failure to enforce the same, if respective of the number of violations or breaches which occur;

Section 10.5: Invalidity. The invalidity of any provision of this Trust shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Trust and, in such event all the other provisions of this Trust shall continue in full force and effect as though such invalid provision had never been included herein;

Section 10.6: Conflicts. This Trust is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail; and

Section 10.7: Construction. All of the trusts, powers, and provisions as contained herein, shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in the Act shall have the same meaning herein.

(Signature Page To Follow)

WITNESS, the execution hereof, under seal, on this 15th day of December, 2020.

SL OWNER, LLC,

By: 

DPI, LLC, its Manager

By: 

Marc Daigle, its Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

On this day, before me, the undersigned notary public, then personally appeared the above-named, *Marc Daigle, Manager of DPI, LLC*, and who proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person, whose name is signed on the preceding document, and acknowledged to me, that he signed it voluntarily for its stated purpose.

Dated; December 15, 2020



Robert J. Tombari, Jr., Esquire - Notary Public
My Commission expires: January 8, 2027.

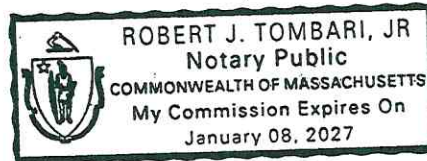


EXHIBIT "A"

STOCKBRIDGE LANDING CONDOMINIUM TRUST
RULES AND REGULATIONS

The following Condominium Rules and Regulations have been established for the benefit of all of the Unit Owners in the Condominium so as to assure the peaceful enjoyment of the Common Elements. They are also intended to protect and enhance the property value of the Unit Owners. All residents of the Condominium, including their guests, are expected to abide by the following rules and regulations:

1. No use shall be made of the Common Elements other than the uses permitted by the Master Deed, the Trust, or by the Trustees;
2. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without first obtaining the written consent of the Trustees;
3. Each Unit Owner shall be obligated to maintain in good preservation, repair, cleanliness, and order his own Unit and the interior portions of any limited common elements in the Condominium, as set forth in the Master Deed.
4. Each Unit Owner shall be obligated to take measures as may be necessary to control or exterminate any such vermin, mold, insects or other pests in the Unit to prevent the occurrence of dangerous conditions.
5. Nothing shall be done or kept in the storage areas, or other structures, which are treated as limited common elements under the Master Deed (the "Limited Common Elements") or Common Elements, which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without first obtaining the prior written consent of the Trustees. No Unit Owner shall permit anything to be done or kept in the Limited Common Elements or 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 Limited Common Elements or the Common Elements;
6. Each Unit Owner shall keep the Unit's heat maintained at a minimum temperature of no less than Fifty-Five (55) degrees Fahrenheit at all times in order to prevent the freezing of pipes and damage to the Unit, other Units, and Common Elements. Each Unit Owner is responsible for monitoring compliance with this requirement, if and when the Unit is or may be vacant or unoccupied.

7. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building, other than on a Temporary basis. The term, "Temporary", shall mean and refer to the period from November 15th through January 15th. All Seasonal Ornamentation shall be removed by January 15th (as hereinafter defined) and seasonal greetings, welcome signs and reasonable Seasonal Ornamentation (collectively, "Decorations"). "Seasonal Ornamentation" shall mean decorations such as wreaths, white lights, or bows, and may be also subject to such additional Rules and Regulations, as may be periodically established by the Board of Trustees. Decorations shall not be permitted in landscaped areas. To the extent that Decorations consist of potted plants, they may be placed on the area of an entryway to a Unit, and may be placed on a deck/patio appurtenant to a Unit;
8. The Common Elements shall not be decorated or furnished by any Unit Owner, in any manner without first obtaining the prior written consent of the Trustees;
9. No clothes, linens or similar materials shall be hung, or otherwise left or placed in or on the Common Elements, or on deck/patios, except as the Trustees in writing may allow during specified periods when airing of clothes and other items may be essential. No such articles shall be placed in a Unit, or on the deck/patio adjacent thereto, so as to be exposed to public view, and no linen, cloth, clothing, curtain, rug or mop shall be hung or shaken, from any window, door, deck/patio;
10. Unit Owners may place their names, only in such places outside of the Unit as may be designated and provided by the Trustees;
11. Sporting goods, lawn furniture, and other personal articles and equipment shall not be left outside. When such articles are in use outside, they shall be maintained and used in such a fashion as to meet the standards established in writing by the Trustees from time to time;
12. No noxious or offensive activity shall be carried on either in any Unit, any Limited Common Element 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 or occupant shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything else to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;

13. No person shall make or permit any improper noise or disturbance of any kind within the Condominium, produce objectionable odors, or permit anything to be done that will interfere with the rights, comforts, or convenience of other persons within the Condominium. Owners and their guests will be reasonably expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) such that other Unit neighbors are not disturbed. At no time, may any musical instruments, radios, phonographs, TV's, or other audio equipment be played so loud so as to be disruptive and to become or create a private and/or public nuisance;
14. There shall be no use of the Limited Common Elements or the Common Elements, which injures or scars the same or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other Unit Owners and their guests. No group of children, adolescents, or adults will be allowed to congregate other than in those areas, which are specifically designated in writing by the Trustees as "recreational" areas. There shall be no organized sports activities, or picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no circumstances may a fire of any kind, be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local fire department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters, or which, will increase or may tend to increase, the risk of fire or the rate of fire insurance. The sidewalks, parking areas, drives and roadways shall not be obstructed or encumbered for any purposes other than ingress and egress;
15. There will be no littering, paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the Common Elements or swept or thrown from or out of any Unit or garage. No garbage or refuse and/or waste matter shall be removed from a Unit, except to such places, and in such manner, as the Trustees so direct in writing;
16. Nothing shall be done in any Unit or in, on, or to the Limited Common Elements or the Common Elements, which will impair the structural integrity of any Building, or which would structurally change the Building, without first obtaining the prior written consent of the Trustees;
17. Nothing shall be placed on, or constructed in, or removed from the Common Elements, except with the written consent of the Trustees;

18. Improvements, maintenance, and/or landscaping of the Common Elements, including the planting of plants, flowers, trees, shrubbery shall be done only by the Trustees, unless otherwise allowed in writing by the Trustees, or as otherwise specified in the Master Deed;
19. Except in areas designated by the Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that the roads, walks, parking areas, and driveways may be used for their normal and intended purposes;
20. Outdoor Cooking with charcoal or propane is permitted in the rear patio area of the Unit, as Appurtenant Use only. No propane shall be stored or used in any Unit, excepting only propane used in a permanent heating systems, fireplace, or grill installed by a licensed plumber or heating technician.
21. No Unit Owner or occupant or his family, guests, agents, servants, employees, licensees, or tenants shall permit any truck over 3/4 ton capacity or commercial vehicle, camper, mobile home, motorhome, house trailer, or trailer of any other description, recreational vehicle, boat or boat trailer or horse trailer to be parked, or to be stored in any Unit, driveway, or parking space other than in an enclosed garage with the garage door closed. Motorcycles and mopeds are permitted. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Declarant's or Trust's vehicles. No unregistered and/or dilapidated vehicles shall be permitted to be parked anywhere on the unenclosed Condominium premises. Motorcycles and mopeds are permitted, provided they shall not be permitted within the Conservation Restriction Area, or the trails therein;
22. The use of "For Rent" and/or "For Lease" signs, other window displays, or advertising shall not be maintained or permitted in any part of the Condominium, or in any Unit or deck/patio thereon. The right to do so is reserved by the Declarant or its agents, to place "For Sale" and/or "For Rent", or "For Lease" signs on any unsold, or unoccupied Units, or on any part of the Common Elements;
23. Garbage or trash cans shall not be placed outside of any Unit, except as specified by the Trustees. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Trustees may direct in writing;
24. Any damage to any Building or the Common Elements caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants, shall be the sole responsibility of the Unit Owner;

25. No person, including any Unit Owner, shall enter, or go through, the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling, or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions, or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees, and provided, further, that Declarant, its agents and employees, may engage in such activities in connection with its sales and (if any) leasing activities;
26. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, or whether designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Common Elements;
27. Each Unit Owner assumes responsibility for his own safety, and that of his family, guests, agents, servants, employees, licensees, or tenants;
28. 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, or tenant, to any employee or agent of the Trustees or Manager, whether for such Unit, or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant and the Trustees and Manager, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, or occupant and the Trustees and Manager shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith;
29. The Trustees and/or a Manager, and their 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, or change the exterior Unit numbers without first obtaining the prior written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees or Manager and their agent with any additional keys to permit exercise of their right of access to the Unit;
30. Unit Owners will be responsible for the actions of their guests. If a guest creates a nuisance to any Unit Owner, the Trustees have the right to request that the guest leave the property. Responsibility for such supervision shall rest with the Unit Owner, who is the host of the guest;

31. The use of the individual Units and Common Elements, by Unit Owners, or any occupant, or by any member of his family, or his agent, servant, employee, licensee, or tenant, 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, the Declarant, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor;
32. Any consent, or approval given or provided under these Rules and Regulations may be added to, amended, or repealed at any time in writing by the Trustees;
33. These Rules and Regulations, and any amendments, shall not restrict or prohibit any activities of the Declarant in maintaining, renovating and/or using the Common Elements, or the Units owned by it, if such activities are reasonably related to its sales and (if any) leasing activities, nor otherwise limit the Declarant's exercise of the rights and easements as reserved under the Master Deed;
33. All leases, rental agreements, or agreements in the nature thereof, for all or any part of any Unit and/or any garage shall be in writing and shall be specifically subject to the requirements of the Master Deed (including, without limitation, Section 6.1(D) of the Master Deed), this Trust, and these Rules and Regulations of the Condominium. No such lease, rental agreement, or agreement in the nature thereof, shall be effective unless a fully executed copy of same, shall first have been presented to and approved by the Trustees. Such approval shall not be unreasonably withheld, provided that the document(s) presented to the Trustees shall include sufficient financial and other reference information about the prospective occupant(s) so as to enable the Trustees to determine that any such proposed leasing, licensing, or rental to such person(s) would not be inconsistent with the requirements of the Master Deed, this Trust and these Rules and Regulations. If the Trustees shall fail to notify the Unit Owner requesting such approval of their decision within Fifteen (15) days of the Trustees' receipt of all requested information, such approval shall be deemed automatically granted. Unit Owner shall provide any prospective tenant with a copy of the Master Deed and these Rules and Regulations, and shall include in any proposed lease agreement, a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents. Unit Owner must provide the Trustees and the Management Company with the name(s) and phone number(s) of the tenants or occupants, as well as the name and contact information of any real estate agent retained by the Unit Owner to manage the rental agreement for the Unit. No leasing, licensing, or rental by any Unit Owner and no approval thereof, by the Trustees shall be exercised so as to

discriminate on the basis of race, creed, sex, color or national origin. Except with respect to the non-discrimination requirement, this restriction shall not be applicable to the Declarant.

34. The keeping of pets in a Unit, shall be governed by Item 2 of the *“Restrictions on Use of the Buildings and Units”*, a copy of which is attached to the Master Deed, as *Exhibit “C”*. In addition, any type or breed of pet, which is specifically excluded and not covered by the Condominium Association’s General Liability Insurance coverage, or by the Unit Owner’s General Liability Insurance coverage, or which results in an additional Condominium Association’s insurance premium, or which is deemed to be dangerous by the Board of Directors, in its sole discretion, shall be prohibited.

EXHIBIT "B"

PERMIT OBLIGATIONS

The following is a list of maintenance obligations to be undertaken by the Trustees pursuant to Section 5.1 of this Trust:

1.) Utilities & Infrastructure Maintenance Items:

A. Landscape Maintenance:

1. Spring Clean-Up:

- a. Remove all winter sand and debris from lawn edges, sidewalks, and parking areas;
- b. Remove winter damage from trees, shrubs and perennial beds;
- c. Clean out and cultivate all shrub and perennial beds;
- d. Remove winter debris and leaves from all areas;
- e. Edge beds, tree rings, sidewalks and parking areas;
- f. Apply a weed retardant, such as Preen, to all beds;
- g. Mulch all shrub and perennial beds;
- h. Thatch rake lawn areas to remove matted grass, as required;
- i. Top dress and seed all bare spots in lawn, as required; and
- j. Repair snow plowing damage along roadways and driveway edges, if any.

2. Weekly Maintenance:

- a. Mow all lawn areas. Cut grass to a height of 2 1/2" in the spring and fall, and 3 1/2" in the summer. Note that lawn areas are or may be irrigated;
- b. Catch and dispose of grassclippings off-site;
- c. Trim all lawn areas including walls, trees, foundations and walkways;
- d. Pick up and dispose of all trash and debris from lawn, beds, sidewalks, roadways and parking areas;
- e. Remove grass clippings from sidewalks; and
- f. Weed shrub and perennial beds as necessary.

3. Periodic Maintenance:

- a. Prune and/or shape all shrubs in Spring and fall, as appropriate for the various species;

- b. Deadhead perennials, as needed;
- c. Remove all clippings and dispose of clippings off-site;
- d. Edge all sidewalks and curbing, as required;
- e. Prune sucker growth from bottom of trees, as needed;
- f. Provide maintenance to irrigation system as needed; and
- i. Repair and maintain equipment to ensure proper safety at all times.

4. Fall Clean-Up:

- a. Remove all leaves from lawn areas;
- b. Remove all annual plants;
- c. Remove leaves and debris from all beds including the fenced in patio areas;
- d. Dispose of all leaves and debris off-site; and
- e. Clean all sidewalks and parking areas.

B. Roadway Maintenance:

- 1. Plowing, sanding, sealcoating, and related maintenance of paved roadways within the condominium

C. Wastewater Treatment Plant Maintenance:

- 1. Annual monitoring and operations of the Wastewater Treatment Plant in accordance with the Groundwater Discharge Permit, as issued, and as may be amended and/or modified, and any applicable regulations of the Massachusetts Department of Environmental Protection ("DEP").