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**DECLARATION OF TRUST**  
**OF**  
**KATIE ESTATES CONDOMINIUM**

DECLARATION OF TRUST made this 14<sup>th</sup> day of May, 2007, by Katie Estates, LLC, a Massachusetts Limited Liability Company (the "Trustees"), which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder wherever the context so permits.

ARTICLE I

Name and Address of Trust

Section 1.1. Name of Trust and Enactment of By-Laws. The name of the Trust hereby created shall be the **Katie Estates Condominium Trust** (the "Trust"). Under that name, so far as legal, convenient, and practicable, all business shall be conducted by the Trustees and all instruments in writing shall be executed by the Trustees. The Trust has enacted by-laws, pursuant to Massachusetts General Laws Chapter 183A, which by-laws are set forth herein.

Section 1.2. Address of Trust. The mailing address of the trust for all purposes shall be to the Trustees of Katie Estates Condominium Trust, Jills Way, Tewksbury, Massachusetts 01876.

ARTICLE II

The Trust Purposes

Section 2.1. Unit Owners' Organization. All of the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities") of Katie Estates Condominium (the "Condominium") established by a Master Deed of even date and recorded herewith (the "Master Deed") in the Middlesex North County Registry of Deeds (the "Registry of Deeds") which are by virtue of the Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), 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 hereunder shall vest in the Trustees in trust to exercise, manage, administer and dispose of same, and to receive the income thereof (a) for the benefit of the owners of record from time to time (the "Unit Owners") of the units (the "Units") of the Condominium in the Common Areas

and Facilities according to the schedule of undivided beneficial interest set forth in Article IV hereof (the "Beneficial Interest") and (b) in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10, Chapter 183A for the purposes therein set forth.

Section 2.2. Not a Partnership. It is hereby expressly declared that a trust and not a general or limited partnership nor a joint venture has been created and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of beneficiaries, with only such rights and liabilities as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

### ARTICLE III

#### The Trustees

Section 3.1 Number. There shall be a Board of Trustees (the "Trustees") hereunder consisting of such number, not less than three (3) nor more than seven (7), as shall be determined by vote of more than fifty percent (50%) of the Beneficial Interest hereunder, except that there shall always be an odd number of Trustees. The Trustees shall be chosen by vote the Unit Owners, with the three (3) persons (or such other number of persons as is equivalent to the number of Trustees as may be determined by vote of more than fifty (50) percent of the beneficial interest hereunder) receiving the greatest individual totals of percentage beneficial interest votes being the winners of the election.

Provided, however, that until 4 months after 75% of the total number of Units in the Condominium determined as of the Phasing Termination Date as set forth in Section 9 of the Master Deed have been conveyed to Unit purchasers (the "Initial Trustees Termination Date"), A&M Land Corp., the creator of the Condominium and its successors and assigns (the "Declarant"), shall have the right to designate or appoint all of the Trustees, of which there shall initially be one (1) in number. No Trustee appointed by the Declarant need be a Unit Owner. All Trustees who otherwise elected or appointed must be a Unit Owner, spouse of a Unit Owner, mortgagee on one or more Units, or an officer or an employee of such mortgagee or officer or employee of an entity owning a Unit.

Section 3.2. Term. The Term of the initial Trustees or such other persons so designated by the Declarant shall be until such time as the Initial Trustees' Termination Date occurs.

Within sixty (60) days after the occurrence of the Initial Trustees' Termination Date, the Trustees then in office shall tender their respective resignations, and their respective offices shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter provided. In the event that said resignations are not tendered pursuant to the preceding sentence, then said

offices shall automatically be deemed vacant on the sixtieth (60th) day after the Initial Trustees' Termination Date, and such vacancies shall be filled in the manner hereinafter provided.

Thereafter, the term of each Trustee shall be for one (1) year from the annual meeting of Unit Owners (or special meeting in lieu thereof) at which the Trustee was appointed or elected and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed or elected; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Section 3.3. Vacancies; Appointment and Acceptance of Trustees. If and whenever any Trustee's term is to expire or for any other reason, including without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist.

Such vacancy shall be filled by (a) an appointment of a natural person to act as such Trustee (i) by an instrument signed by the Declarant if the vacancy is in the office of a Trustee chosen by the Declarant, or (ii) if after the Initial Trustees' Termination Date, by the vote of Unit Owners at a duly called meeting, the person (or persons if more than one vacancy exists) receiving the greatest individual totals of percentage beneficial interest vote being deemed appointed or (iii) if, after the Initial Trustees' Termination Date, the Unit Owners have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the remaining Trustee, if only one (at any time), and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed.

With respect to each person appointed or elected to be a Trustee hereunder, there shall promptly be recorded with the Middlesex North Registry a certificate of such appointment or election signed (1) by the Declarant if prior to the Initial Trustees' Termination Date, or (2) if, after the Initial Trustees' Termination Date, by any one or more of the Trustees hereunder, and, in either such instance, an acceptance of such appointment or election signed by the person so appointed or elected; and such person shall then be and become Trustee and be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance. Notwithstanding any other provisions in this Declaration of Trust, the failure to so record such acceptance shall in no way affect the validity of such Trustee's appointment or election.

If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to any Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given.

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

Section 3.4. Trustee Action. In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote unless more is required by law at any duly called meeting at which a quorum, as defined in Section 5.9.1, is present; however, in no event shall a majority be less than two (2) Trustees unless the number of Trustees hereunder shall become less than two (2) in which event that Trustee may exercise all powers conferred hereby, alone. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, response to an emergency by majority written consent.

Notwithstanding the preceding language, any instrument signed by any two of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder.

Section 3.5. Resignation; Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of Declarant to designate Trustees of its own choice, any Trustee may be removed with or without cause by vote of Unit Owners entitled to more than fifty percent (50%) of the beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.3. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by three Unit Owners, who certify under oath that Unit Owners holding more than fifty percent (50%) of the beneficial interest hereunder have voted such removal. Provided, however, that any of the initial Trustees or successor Trustees appointed by Declarant may be removed only by the Declarant. By instrument recorded with the Registry of Deeds, the Declarant may remove, with or without cause, any Trustee it is entitled to designate and appoint a successor Trustee as provided in Section 3.3.

Section 3.6. Bond or Surety. No Trustee, whether an original, substitute, or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder, provided, however, that the Declarant prior to the Initial Trustees' Termination Date or thereafter, the Unit Owners entitled to more than fifty percent (50%) of the beneficial interest of this Trust may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall

give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.7. Compensation of Trustees. With the approval of a majority of the Trustees, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted by the Trustees with respect to the period before the Initial Trustees' Termination Date.

Section 3.8. No Personal Liability. No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith 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 or adverse interest or by reason of anything except his or own personal and willful malfeasance and defaults.

Section 3.9. Trustees May Deal with Condominium. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' 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 vendor, purchaser, lessor or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this Trust in which any Trustee shall be interested in any way be avoided or shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before entering into the dealing, contract or arrangement and that such contract is fair and reasonable in its terms.

Section 3.10. Indemnity of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines, all as provided in Chapter 183A, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his or her duties or not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Trust, and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter

183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

#### ARTICLE IV

##### Unit Owners and Beneficial Interest in the Trust

Section 4.1. Beneficial Interest. The beneficiaries of this Trust shall be the Units Owners in the Condominium as they may be from time to time. The total beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium (sometimes referred to as the "Beneficial Interest") as follows:

- A. As long as the Condominium is comprised of the Phase I Units as defined in the Master Deed, the percentages of undivided interest shall be as set forth for such Units in Exhibit 3 of the Master Deed.
  
- B. From and after the inclusion of Additional Phases (as defined in the Master Deed) in the Condominium, the Beneficial Interest hereunder of each Unit then included in the Condominium shall be equal to the percentage of undivided interest appertaining to such Unit as determined and specified pursuant to Section 11 of 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 Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes, which designation takes effect on its mailing to such owner.

#### ARTICLE V

##### By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust (the "By-Laws") and the organization of Unit Owners established hereby:

Section 5.1. Powers of the Trustees. The Trustees shall, subject to and in accordance with all applicable provisions of Chapter 183A, the Master Deed, this Declaration of Trust and these By-Laws, have the absolute control and management of the Trust Property and shall have all of

the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. Without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

(i) retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) sell, assign, convey, transfer, exchange and otherwise deal with the Trust property, exclusive of the common areas and facilities, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;

(iii) purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights;

(iv) borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(v) enter into any arrangement for purposes reasonably necessary for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as reasonably necessary, even if the same extend beyond the possible duration of this Trust;

(vi) invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investments in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

(vii) incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;

(viii) determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;

(ix) vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person or persons, or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(x) deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

(xi) maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;

(xii) employ, appoint and remove such agents, managers, officers, brokers, engineers, architects, employees, servants, assistants and counsel (any of which may be of a firm or organization of which one or more Trustees may be affiliated) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers so long as such exercise is done under the direct control of the Trustees and said delegation is not in violation of the Trustees responsibility under applicable Trust law but, except that: (a) the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated, and (b) such other duties and functions as may not by virtue of provisions of the Master Deed or this Trust be so delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

(xiii) improve any property owned by the Trust;

(xiv) manage, maintain, repair, restore, and improve common areas and facilities, and to the extent required by law, and as hereinafter provided, the Units;

(xv) determine the common expenses required for the affairs of the Condominium;

(xvi) collect the common expenses from the Unit Owners;



(xvii) adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities;

(xviii) obtain insurance covering the Condominium (including the common areas and facilities and the Units) and such other insurance as may be required by the terms of this Trust;

(xix) enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations by Unit Owners or persons for whom a Unit Owner is responsible (including, lessees, tenants, licensees or any other occupants of a Unit)(hereinafter, the "Unit Occupants") or guests of such Unit Owner or Unit Occupants of any of the terms and conditions of the Master Deed, this Trust, the By-Laws and rules and regulations established by the Trustees to govern the conduct of the Unit Owners. The amount of such fines shall be determined by the Trustees in their sole discretion as deemed necessary to enforce the terms of the Master Deed, this Trust, the By-Laws and rules and regulations but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations of Master Deed, this Trust, the By-Laws or the rules and regulations by a Unit Owner, the Unit Occupants or their guests or invitees, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations;

(xx) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage 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 to take such steps and expend such funds to protect and preserve the Common Areas and Facilities.

Section 5.2. Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units, (other than the Common Areas and Facilities contained therein) as defined in the Master Deed including, without limitation, interior finish walls, ceilings, and floors; windows, and interior window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit and for the proper maintenance, repair and replacement of the heat pumps and hot water heaters, wires and pipes, drains and conduits appurtenant thereto exclusively serving such Units, whether contained within the Unit or not. If the Trustees shall at any time in their reasonable judgment determine that any Unit is in such need of maintenance, repair or replacement that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, 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 reasonable shorter period in case of emergency 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.

Repair of uninsured casualty loss or damage to Units caused by events in or condition of Common Areas and Facilities may, in the Trustee's sole discretion, but need not be, paid from common funds.

Section 5.3. Maintenance, Repair and Replacement of Common Areas and Facilities; Assessment of Common Expenses Therefor. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, which may be done through the managing agent, as hereinafter provided, and any two Trustees or the managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and 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 5.4 excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Notwithstanding anything contained herein to the contrary, the Patio to which any Unit Owner has the exclusive right and easement to use, shall be maintained so as to be kept clean and neat at all times, at the sole and separate risk and expense of such Unit Owner, provided, however, that the Unit Owner shall not be responsible for the repair or replacement of the same; except that a Unit Owners shall be responsible for the repair or replacement of the Patio when said repair or replacement has been necessitated by the negligence or misuse of said Unit Owner. Unit Owners shall be responsible at his or her sole cost and expense for the repair or replacement for any reason whatsoever of the door and machinery and mechanisms operating the same to the Garage Space with a garage door and machinery and mechanisms operating the same of like kind and quality.

Section 5.3.1 – Maintenance of Private Driveways, Stormwater Management System, Landscaping and Common Facilities – Special Permit Conditions. In addition to all of the foregoing responsibilities set forth in Section 5.3.1, above, in accordance with the requirement of the “Site Plan/MFD Special Permit/Waiver Special Permit” dated June 26, 2006, issued by the Planning Board of the Town of Tewksbury and recorded with Middlesex North Registry of Deeds in Book 20392, Page 269, it shall be the responsibility of the Trustees to arrange for all rubbish collection and disposal in perpetuity. Rubbish disposal shall be by means of private curb-side pickup. The Trustees shall be responsible for the maintenance and upkeep of the on-site drainage system. The Trustees shall also maintain all on-site lighting. Any and all recreation facilities, landscaping and on-site signage shall be the responsibility of the Trustees as well.

#### Section 5.4. Common Expense Funds.

Section 5.4.1. Reserve Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (common profits), if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time at their discretion distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall set aside common fund for reserves in accordance with Massachusetts General Laws Chapter 183A, as same may be amended from time to time and may, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.3, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. At the time of the first conveyance of each Unit, the Declarant shall collect from the unit purchaser (in addition to the prorated monthly common expense charge) the equivalent of two months common charges to be collected on behalf of the organization of unit owners to be set aside in a separate and segregated reserve account as a reserve for unforeseen expenditures or other lawful purposes.

Section 5.4.2. Estimates of Common Expenses and Assessments. 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 the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial interest in the common areas and facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event 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.

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 payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interest in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of section 6 of Chapter 183A, enforceable by an action to recover said assessments brought against such Unit Owner, or by

foreclosure of the lien on such Unit as provided in section 6 of Chapter 183A. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien. Such lien shall have priority over all other liens except municipal liens and first mortgages of record except to the extent the provisions of Massachusetts General Laws, Chapter 183A creates a priority lien over said first mortgage.

The right of a delinquent owner to vote, to use recreational facilities, and to serve as Trustee or on any committee, shall be suspended until such delinquent assessments have been paid or unless relief is granted by special resolution of the Trustees.

To the extent a Unit Owner may be persistently delinquent in the timely payment of Common Charges due, the Trustees may require such Unit Owner to pay such Common Charges in one lump sum as opposed to periodically as herein provided.

#### Section 5.4.3 Statement of Unpaid Common Charges.

The Trustees shall, upon the written request of any Unit Owner or any encumbrancer or prospective encumbrancer of a Unit, upon payment of a reasonable fee not to exceed any amount specified by law, issue to a person so requesting a written statement in recordable form (which shall be valid and effective if signed by any two of the Trustees then in office, or if signed by only one Trustee, if there be only one then in office), setting forth the unpaid Common Charges (including interest, late charges, and unpaid fines, if any) with respect to the Unit covered by the request, which shall be conclusive upon the Trustees and the remaining Unit Owners in favor of all persons who rely thereon in good faith when recorded with the Registry of Deeds and shall operate to discharge the Unit from any lien or other sum unpaid.

No Unit Owner shall be liable for payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, effect the statutory lien on such Unit for such unpaid Common Charges, except that (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.) Any such sale or transfer pursuant to a foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for nor the Unit from the lien of, any assessment made thereafter.

No Unit Owner may exempt him or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of his or her Unit.

In the event of a default by a Unit Owner in the payment of his or her share of the Common Charges, the Trustees may seek to recover such Common Charges, interest, and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit as provided in Section 6 of Chapter 183A of the General Laws of Massachusetts or in any other manner permitted by law.

In any action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall, to the extent permitted by law, be required to pay the costs and charges of such proceedings and reasonable attorneys fees and, further, upon entry of judgment of foreclosure, to pay a reasonable rental for the use of his or her unit and plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5.4.4 Acquisition of Units by Trustees. Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges 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/her/its ownership in the Common Areas and Facilities as a Common Charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with all appurtenant interests to be acquired by the Trustees.

Section 5.4.5. Application of Common Funds. The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.6. Notice of Default to Mortgagees. Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust which is not cured within 60 days.

#### Section 5.5. Rebuilding and Restoration, Improvements.

Section 5.5.1. Determination of Scope of Loss. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) 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 percent of such value, the Trustees shall proceed with the necessary repairs,

rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17. If more than ten percent in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A, as amended, and this section of the By-Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of the Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination shall submit to arbitration, pursuant to and subject to the provisions of Section 5.5.4 hereof, for a determination of the fair market value thereof. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interests in the Common Areas and Facilities as shall be just and equitable and as agreed upon by the Unit Owners and shall record an amendment to the Master Deed reflecting the new percentage interests, whereupon such newly specified percentage interests shall become appurtenant to the Units stipulated and shall for all purposes and in all respects replace the prior appurtenant percentage interests.

In the event of any taking under the power of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees, and the Trustees shall have the power to apply for, prosecute, settle and otherwise pursue, obtain and collect any damage awards payable as a result of said taking. In the event of a partial taking, the award shall be allocated to the respective Unit Owners or their mortgagees, as their respective interests may appear, in accordance with their respective percentage interest in the Common Areas and Facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the owners of such Units or their mortgagees, as their respective interests may appear. In the case of a total taking of all Units and the Common Area and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners or their mortgagees, as their respective interests may appear, in accordance with their respective percentage interests in the Common Areas and Facilities.

Section 5.5.2. Submission to Unit Owners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost

thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent or more of the beneficial interest or the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty percent, but less than seventy-five percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Areas and Facilities, the total cost of which in each separate instance does not exceed ten (10%) percent of the budgeted Common Expenses for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Areas and Facilities.

Section 5.5.3 Proposed Improvements by a Unit Owner. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Elements of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed and this Trust, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem necessary or desirable in the circumstances.

Section 5.5.4. Arbitration of Disputed Trustee Action. Notwithstanding anything in Sections 5.5.1. and 5.5.2: (a) In the event that any Unit Owner(s), by written notice to the Trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.6. Administrative Rules and Regulations. The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing the operation, maintenance and use of the Common Areas and Facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees do hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust. The Trustees may enforce the Rules and Regulations by imposition of fines previously established or in any other manner permitted by law, including without limitation by court action for injunctive relief and damages.

Section 5.7. Managing Agent. The Trustees may, at their discretion, appoint a manager or managing agent 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 Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine. However, notwithstanding the appointment of such Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium.

Section 5.8. Insurance.

Section 5.8.1. 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 as the named-insured, and with loss proceeds payable to, the Trustees hereunder, or one or more of the 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, and such policies shall also contain the standard mortgage clause and shall name each mortgagee and its successors and assigns who hold a mortgage on Units in the Condominium, such insurance to cover the buildings and all other insurable improvements forming part of the Common Areas and Facilities, including all service machinery, apparatus, equipment, and installations in the Common Areas and Facilities, and including also all such portions and elements of the Units for which the Unit Owners are responsible, but not including furniture, furnishings, or other personal property of the Unit Owners. Such insurance shall be maintained in an amount not less than 100% of the replacement value of the insured property for insurance purposes, as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against the following:

- (a) Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and
- (b) All perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement.
- (c) Such other hazards and risks as the Trustees from time to time determine to be appropriate, including but not limited to malicious mischief, windstorm, water damage and plate glass damage.



The following endorsements to the Master Policy are required:

- (a) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;
- (b) Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard; and
- (c) Steam Boiler Coverage Endorsement, providing at least \$50,000 coverage for each accident at each location, if any of the buildings of the Condominium are served by a steam boiler.

If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Owners' Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy shall cover the buildings and any other property located within the designated hazard areas.

The amount of insurance shall be at least equal to the lesser of

- (a) 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or
- (b) The maximum coverage available for the property under the National Flood Insurance Program.

Section 5.8.2. All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be canceled, terminated, or substantially modified as to amount of coverage or risks covered without at least ten days' written notice to the insured (being either the Trust or insurance trustee) and each first mortgage holder named in the mortgage clause; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents or employees and any Unit Owner or members of the family of a Unit Owner who reside with a Unit Owner or their guests; (c) for waivers of substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners or their mortgagees; and (d) that such insurance shall not be prejudiced by (i) any act or neglect of any owners or occupants of the Units, when such act or neglect is not within the control of the Trustees (or Owners) collectively, or (ii) the failure of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Owners) collectively have no control. In addition, the Trustee shall, in their discretion, see that all policies of physical damage insurance shall: (i) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; (ii) provide for "an agreed amount" endorsement or "inflation guard endorsement" or their equivalent to the

extent available; (iii) provide (if applicable) "Steam Boiler and Machinery" endorsement which provides coverage of the lesser of two million dollars or the insurable value of the Building housing the boiler or machinery; (iv) provide that any Insurance Trust Agreement (if there be) be recognized; and (v) provide that, unless a higher maximum is required by Massachusetts law or do to unavailability or impracticability, the maximum deductible clause should be the lesser of ten thousand (\$10,000.00) dollars or one (1%) percent of the policy face amount.

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine. The Trustees shall secure such additional insurance to modify existing coverage if necessary to comply with the requirements of the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC) so that mortgages covering Units will be eligible for sale to FNMA or FHLMC.

Section 5.8.3 Payment to Trustees in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as Insurance Trustees under these By-Laws. The duty of the Trustees as such Insurance Trustees, shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Owners of damaged Units in proportion to the respective costs of repair or restoration of the Common Areas and Facilities and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of restoration or repair; but if pursuant to Section 5.5 restoration or repair is not to be made, all insurance loss proceeds shall be held as Common Funds of the Trust and applied for the benefit of Unit Owners in proportion to their Beneficial Interests if the Condominium is totally destroyed, and the event of a partial destruction, after payment for such restoration of the Common Elements as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owners mortgagee if the mortgage with respect to such Unit so requires.

In the event of any loss covered by such insurance which relates in part to insurable portions of the any Unit(s) and in part to the Common Elements, the Trustees may apportion any deductible amount (or other deficiency in excess of available insurance) directly proportional to the amount of such loss related to the Unit(s) and the amount of loss related to the Common Areas and Facilities and assess to the Unit Owner(s) of such Unit(s), as a special assessment, such proportionate share of the deductible (or other deficiency in excess of available insurance) relating to the loss to a Unit or Units. Where a loss is solely to a Unit or Units, the deductible amount shall be borne solely by Unit Owner(s) thereof. Where such loss is solely to the Common Elements, such deductible shall be borne as a Common Expense. Similarly, proceeds of insurance disbursed under the master policy shall be apportioned according to relative damage done to a Unit or Units and the Common Areas and Facilities. Notwithstanding the foregoing, where damage is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees, lessees, or other occupants of a Unit, any deficiency in insurance,

including the deductible shall be borne solely by such Unit Owner. The provisions of this paragraph shall also apply to a Unit Owner failing to comply with Section 5.8.7, below. All determinations made as to Unit Owner liability hereunder shall be in the Trustees reasonable discretion. Any special assessments charged to a Unit Owner under the provisions of this Section if not paid when demanded by the Trustees shall constitute a lien against such Unit Owner's Unit and enforced and collected as a Common Charge.

Section 5.8.4. The Trustees shall also so obtain and maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The insurance shall also cover commercial spaces that are owned by the Trust, even if they are leased to others. The policy shall provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. The liability insurance shall provide coverage for

- (a) Bodily injury and property damage that results from the operation, maintenance or use of the Condominium common areas;
- (b) Any legal liability that results from law suits related to employment contracts in which the Trust is a party; and
- (c) any other risks the Trustees in their discretion deem it appropriate to insure.

All such insurance shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver or subrogation, waiver of defense based on conduct of any insured, non-contribution and notice to the Condominium Trust and to each holder of a first mortgage on an individual Unit in the Condominium.

Section 5.8.5. Worker's Compensation Insurance. The Trustees shall be required to maintain worker's compensation and employer's liability insurance covering any employees of the Trust.

Section 5.8.6. Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1., 5.8.2., 5.8.3. and 5.8.4. 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, said proceeds to be applied pursuant to the terms of this Section 5.8 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 upon written request therefor.

Section 5.8.7. Notice of Owner's Improvements. Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) within twenty (20) days prior to the commencement of construction of such improvements and upon receipt of such notice, the

Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements. Notwithstanding anything herein to the contrary, no improvements or work of any kind whatsoever which, in the sole discretion of the Trustees, would jeopardize the soundness or safety of the Condominium, or without the proper governmental permits, shall be made or done in any Unit by any Unit Owner.

Section 5.8.8. Insurance a Common Expense. The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.8.9. The Trust shall maintain such supplemental or other insurance coverage as may from time to time be required by the Federal National Mortgage Association.

Section 5.9. Meetings.

Section 5.9.1. Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any 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 five days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.2. Officers

(a) Chairman. The Chairman shall have and perform all of the general powers and duties incident to the office of President of a business corporation organized in Massachusetts and shall preside at all meetings of the Trustees and of the Unit Owners. The Treasurer, or, if he or she is absent or unable to act, another member of the Trustees designated by majority vote of the Trustees, shall perform the duties of the Chairman if and whenever the Chairman shall be absent or unable to act.

(b) Treasurer. The Treasurer shall have the responsibility for the condominium funds and intangible properties and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable properties in the name of the association or the Trustees in such depositories as may from time to time be designated by the Trustees, and he or she shall have and perform all of the general powers and duties incident to the office of treasurer of a business corporation organized in Massachusetts.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Trustees, shall have charge of such books and papers of the association as the Trustees shall direct, and shall have and perform all of the general powers and duties incident to the office of secretary of a business corporation organized in Massachusetts.

(d) Other Officers. The Trustees may elect at their option any other officers they deem expedient.

Section 5.9.2. Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the first Wednesday of March in each year at 7:00 p.m. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven days prior to the date so designated. 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 percent of the beneficial interest of the Trust. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated.

Section 5.9.3. 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 so state and reasonably specify such matter. Unit Owners entitled to more than 50% of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than 50% of the beneficial interest in the Trust, except where the other provisions of this Trust or Chapter 183A requires a larger percentage.

Section 5.9.3 Order of Business. At every annual meeting of the Unit Owners the order of business shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting;
- (c) approval of minutes of preceding meeting;
- (d) reports of the managing agent or of officers of the Trustees;
- (e) reports of special committees appointed by the Trustees, if any;
- (f) election of Trustees;
- (g) unfinished business from prior meetings, if any; and
- (h) new business, if any.

Section 5.10. Notices to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if in writing addressed to the Owner of such Unit last

appearing on the Trustees' records, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or else mailed or delivered to the Unit at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notices to be mailed and as to such matters the Trustees shall have no duty of inquiring beyond their records.

Section 5.11. Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of thirty days of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.12. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if ~here is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 5.13. Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

## ARTICLE VI

### Rights and Obligations of Third Parties Dealing with the Trustees

Section 6.1. Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by 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, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No

purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees 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, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them for the Trustees, so that neither the Trustees nor the Unit Owners or beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Trustees under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3. All Obligations Subject to this Trust. 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 of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4. Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the

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

Section 6.5. Common Expenses in Event of Unit Mortgage Foreclosure. Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.

Section 6.6. Common Expense Certificates. Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed against any unit owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

## ARTICLE VII

### Amendments and Termination

Section 7.1. Amendments. The Trustees, with the consent in writing of Unit Owners entitled to not less than sixty-seven (67%) percent of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to be any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so 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. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.



This Trust should not be altered, amended or otherwise changed if such alterations or amendments will in any manner, disqualify mortgages for sale to FNMA or FHLMC, unless same has been assented to by the holder or holders thereof and no amendment which relates to matters described in Section 17 of the Master Deed and Article VIII hereof shall be of force in effect unless assented to by the appropriate percentage of Eligible Mortgage Holders as described in said Section 17 of the Master Deed and in Article VIII hereof.

Notwithstanding the foregoing provisions of this Section, the Trustees shall have the power coupled with an interest to execute and record special amendments (ASpecial Amendments@) to this Declaration Trust for the purposes described in Section 13(J) of the Master Deed. The provisions of said Section are incorporated herein by reference as if such provisions were fully set forth herein.

Section 7.2. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of Chapter 183A.

Section 7.3. Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

## ARTICLE VIII

### Secondary Market Requirements

It is the intention of the Declarant (as hereinafter defined) that the Condominium conform to and comply with Federal National Mortgage Association ("FNMA") legal guidelines and Federal Home Loan Mortgage Corporation ("FHLMC") legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary contained elsewhere in the Condominium Constituent Documents.

## Section 8.1. Definitions

Section 8.1.1. Owners' Association. The organization or entity through which the Unit owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires, reference to Owners' Association shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

Section 8.1.2. Condominium Constituent Documents. The Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

Section 8.1.3. Eligible Mortgage Holders. Those holders of a first mortgage on a unit who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers, or guarantors as hereinafter provided.

Section 8.1.4. Declarant. The person or entity who owns the premises described in the Master Deed being submitted to the provisions of the Condominium Laws, its successors or assigns.

## Section 8.2. FNMA Provisions:

Section 8.2.1. Rights and Responsibilities of the Declarant. Before control of the Condominium has been passed to the Owners' Association, the Declarant shall not directly or indirectly bind the Owners' Association to any professional management contract unless the contract includes a right of termination without cause that the Owners' Association may exercise at any time after the transfer of control without the payment of any penalty or an advance notice of more than 90 days. To insure that the Owners' Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be established a working capital fund at least equal to 2 months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed from the unit purchaser and then shall be transferred to the Owners' Association for deposit to a segregated fund. Within 60 days after closing has been held for the first unit, the Declarant shall pay each unsold unit's share of the working capital fund to the Owners' Association, and shall be entitled to reimbursement therefor from the unit purchaser of the unsold unit at the time of closing.

Section 8.2.2. Transfer of Control of Owners' Association. The Declarant shall transfer control of the Owners' Association to the unit owners no later than the earlier of:

- (a) Four (4) months after 75% of the total number of units in the Condominium determined as of the Phasing Termination Date as defined in the Master Deed have been conveyed to unit purchasers; or

(b) Seven (7) years after the first unit has been conveyed.

Section 8.2.3. Assessments for Common Expenses. The Owners' Association shall have the responsibility for levying and collecting general and special assessments for common expenses. The assessments shall be allocated proportionately to each unit's common element interest.

Assessments shall commence on the date the Master Deed creating the Condominium is recorded. A reasonably reduced assessment may be allocated to unsold units if they are not occupied. In any event, all units shall be allocated full assessments no later than 60 days after the first unit is conveyed.

Any lien for delinquent common expense assessments or other charges that the Owners' Association has on a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due.

A lien for a common expense assessment shall not be affected by the sale or transfer of the unit unless a foreclosure of a first mortgage is involved. The foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent unit owner from paying further assessments except as provided by M.G.L. Chapter 183A, Section 6.

If they are not paid when due, assessments against any unit including interest, costs and reasonable attorney's fees, shall become a lien upon the unit. Each assessment against a unit shall be the personal obligation of the person who owned the unit at the time the assessment became due, but shall not pass to successors in title unless they agreed to assume the obligation. Notwithstanding the foregoing, the lien against such Unit shall remain until satisfied.

Section 8.2.4. Project Maintenance and Operation. The Owners' Association shall have a reasonable right of entry to any unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Condominium. In addition, the Owners' Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

The Owners' Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas that it is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Section 8.2.5. Insurance and Fidelity Bonds. The Owners' Association shall maintain hazard insurance, liability insurance and fidelity bond coverage in such amounts and on such terms and conditions as provided in the Condominium Constituent Documents and as may be required under the FNMA guidelines.

Section 8.2.6. Rights of Action. The Owners' Association and any aggrieved unit owner shall have the right of action against unit owners who fail to comply with the provisions of the

Condominium Constituent Documents or the decisions made by the Owners' Association. Unit owners shall also have similar rights of action against the Owners' Association.

Section 8.2.7. Unit Owner's Rights and Restrictions. Each unit owner shall become a member of the Owners' Association and shall be subject to all the rights and duties assigned to owners under the Constituent Condominium Documents. When there are unsold units in the Condominium, the Declarant also shall enjoy these rights and responsibilities as they relate to each individual unsold unit.

- (a) Right of Ingress and Egress. The unit owner shall have an unrestricted right of ingress and egress to his or her unit. This right shall be perpetual so that it passes with the unit as transfers of ownership of the unit occur.
- (b) Limitations on Ability to Sell. The Owners' Association shall not restrict the unit owner's right to sell, transfer or convey his or her unit. This includes any restrictions that would require the Owners' Association to be given the right of first refusal before the unit can be sold.
- (c) Leasing Restrictions. Any lease or rental agreement shall be in writing and be subject to the requirements of the Condominium Constituent Documents and the Owners' Association. No unit may be leased or rented for less than twelve (12) months. There shall be no other restrictions relating to the term of any lease or rental agreement.
- (d) Restrictions on Mortgaging Units. There shall be no restrictions on the unit owner's right to mortgage his or her unit.

Section 8.2.8 Conflicts. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

## ARTICLE IX

### Construction and Interpretation

Section 9.1. Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience or reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trust powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words

defined in Chapter 183A shall have the same meaning herein.

Section 9.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Trust, nor the intent of any provision hereof.

Section 9.3. Waiver. No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

Section 9.4 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall apply:

a. In the event of a conflict between this Trust and Chapter 183A, the provisions of Chapter 183A shall control.

b. In the event of a conflict between numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in this Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

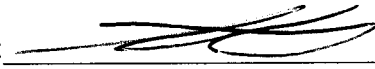
c. In the event of any conflict between the Master Deed, and any provision of this Trust, the Master Deed shall control.

Section 9.5. Invalidity. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.

Section 9.6. Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Middlesex North Registry of Deeds.

IN WITNESS WHEREOF, Katie Estates, LLC, by it Manager, Arnold Joseph Martel, Trustee as aforesaid, has set his hand and seal on the day and year first hereinabove set forth.

Katie Estates, LLC

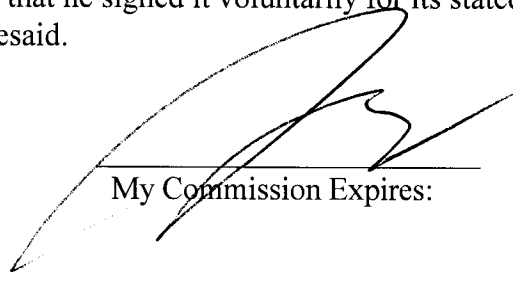
By:   
Arnold Joseph Martel its Manager, Trustee  
As aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 14, 2007

On this 14 day of May, 2007, before me, the undersigned notary public, personally appeared Arnold Joseph Martel, who proved to me through satisfactory evidence of identification, which were, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Katie Estates, LLC, Trustee as aforesaid.



My Commission Expires:



STEVEN M. SINGER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 26, 2012

## KATIE ESTATES CONDOMINIUM TRUST

### RULES AND REGULATIONS

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the Condominium, have adopted the following Rules and Regulations. These Rules and Regulations shall apply to all Unit Owners, their family members, guests, invitees and tenants.

#### I. Use of Unit

1. No Unit Owner shall do or permit to be done anything in or about his or her Unit which will interfere with the rights, comfort, or convenience of other Unit Owners, it being the intent that Katie Estates Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.

2. Each Unit Owner shall keep his or her Unit to which he or she has sole access in a good state of preservation and cleanliness, including such appurtenant areas such as patios.

3. No Unit Owner shall keep in his or her Unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on any portion of the Common Elements except patios or other areas as may be designated by the Trustees.

4. No electrical device creating unusual electrical overloading may be used in a Unit without permission from the Trustees.

5. Unit Owners, or tenants, shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, patios or doors of the Building and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors or any part thereof or exposed on or at any window. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the any Building be of a white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of any Building.

6. Nothing shall be done in any Unit or in, on, or to the common areas or facilities which will impair the structural integrity of any Building or which would structurally change a Building.

7. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct.

8. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations or for access to repair or maintain common areas and facilities. No Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Trustees. In the event such consent is given, the Owner shall provide the Trustees, or its agent, with an additional key pursuant to its right of access to the demised premises.

## II. Use of Common Areas and Common Facilities of the Condominium.

1. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.

2. Nothing shall be hung from the windows, decks, porches or patios, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, porches or decks. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a Unit or exposed on the common areas or common facilities of the condominium. No accumulation of rubbish, debris, or unsightly materials will be permitted in the common areas or common facilities of the Condominium except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property. No articles of personal property including shoes or boots shall be left in the common hallway outside a Unit.

3. Other than chairs, and tables of such number, nature, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on porches, patios, yard areas, driveways, and appurtenances except with the approval of the Trustees.

4. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common areas and facilities caused by such Unit Owner or by his or her family, tenants, servants, employees, or visitors by their willful or negligent use, misuse, or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

5. There shall be no repairing of motor vehicles in any portion of the common areas and facilities.

6. There shall be no planting of flowers, trees, shrubs, fruits or vegetables nor other form of gardening or other horticultural activities conducted by any Unit Owner in any portion of



the common areas and facilities of the condominium without first obtaining the written approval from the Board of Trustees.

7. The decoration of any, porches, decks or patios with potted plants, hanging plants and the like shall be permitted but only having first obtained the written approval from the Board of Trustees.

8. No Unit Owner may alter, screen or otherwise enclose any porch or patio appurtenant to a Unit.

### III. Actions of the Unit Owners

1. No noxious or offensive activities shall be carried on in any Unit, including the creative of noise, odor, and vibration, or in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in any Building by him or her, his or her family, his or her tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon, or suffer to be played any musical instrument or operate, or suffer to be operated, a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of Tewksbury and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

### IV. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her Unit, or in the common areas or common facilities which will result in the cancellation of insurance on any or all of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon the Building or the

property contained therein.

3. Damage by fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

#### V. Motor Vehicles

1. The parking areas, in the garage and in the yard, shall not be used for any purpose other than to park duly registered, operable passenger automobiles excluding specifically trailers or boats and trucks and commercial vehicles unless same are on the premises for business purposes. No automobile shall be parked in such manner as to impede or prevent ready-access to another owners parking space.

2. No unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

3. There shall be no parking of motor vehicles on the streets and ways on the Condominium Land unless otherwise determined by the Board of Trustees.

#### VI. Antenna and Satellite Dish Restrictions

The following rules and regulations govern the installation of antenna and satellite dishes at Katie Estates Condominium as follows:

##### 1. DEFINITIONS

- a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring fasteners, bolts or other accessories for the reception antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is considered a Reception Antenna provided that it meets Federal Communication Commission standards for radio frequency radiation (RF Emissions).
- b. "Similar Devices, Appurtenant Devices or Fixture" means other appurtenant, devices or fixture which are similar in size, weight and appearance to Reception Antennas.
- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit

radio, television, cellular, or other signals other than Reception Antennas. Transmission Antennas are prohibited.

2. PROPERTY AFFECTED BY RESTRICTIONS

- a. No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the condominium.
- b. A Reception Antenna which encroaches on the air space of another owner's unit or limited common area, or which is attached to or encroaches onto the general common areas, does not comply with this rule.

3. REGULATION ON INSTALLATION OF RECEPTION ANTENNAS

If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:

- a. Reception Antenna shall be no larger than necessary for reception of any acceptable quality signal provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.
- b. Due to safety concerns relating to wind loads and the risk of falling structures more than twelve feet must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.
- c. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. Residents must first attempt to install the Reception Antenna within the units or enclosed garages or storage areas. If an acceptable signal is not possible, residents must next attempt to install the Reception Antenna on their own exclusive use patio or deck. Connections of wiring must be through the glass of the nearest window or sliding glass door or the unit owner.
- d. Reception Antennas and similar structures shall not be placed in areas where it obstructs fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguisher, safety equipment, electrical panels or other areas necessary for the safe operation of the property. The purpose of this rule is to permit evacuation of the units and the project and to provide clear access for emergency personnel.
- e. Reception Antennas and similar structures shall not be placed within two feet of

electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent any injury or damage resulting from contact with the power lines.

- f. If Reception Antennas are allowed to be placed on the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view.
- g. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damaged the general common elements or the units, void any warranties of the Association or other owners, or impair the water-tight integrity of the buildings.
- h. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna, (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use to the Reception Antenna. Evidence of insurance of the installing in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured.
- i. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and have guy wires securing the device to the building or ground if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.
- j. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
- k. No residents may install more than one (1) antenna or more than one (1) satellite dish.
- l. Tenants must obtain the written permission of the owner before they may install a reception antenna on any limited common areas as defined in the Master Deed within the owner's exclusive or control.

4. PROCESS AND PROCEDURE-DECLARATORY RULINGS, FINES, INJUNCTIVE RELIEF

- a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having

jurisdictions over the matter. In the event the FCC or court determines that there has been a violation, a fine of \$50.00 shall be imposed. If, after the FCC or court determination, the violation has not been corrected within a reasonable time as determined by the Board, additional fines of \$10.00 a day shall be imposed. To the extent permitted by the FCC, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition, the Association may seek injunctive relief.

5. PROHIBITED ANTENNAS

Transmission Antennas are prohibited.

6. NOTICE OF INTENT TO INSTALL RECEPTION ANTENNA

- a. At least five (5) days prior to the commencement of any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation.
- b. All non-routine installations which do not comply with the foregoing regulations may require specific approval from the Board of Trustees. A unit owner shall be required to provide specific information on the notification form as to why the proposed installation will not comply with the current regulations.

7. RESPONSIBILITY FOR REMOVAL AND REPAIR

The resident is responsible for the immediate removal of the antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. SEVERABILITY

If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

9. AMENDMENTS/MODIFICATION

The Board of Trustees may amend these antenna and satellite dish Rules and Regulations from time to time as they deem necessary.

VI.I. General

1. No part of the common areas or common facilities of the Condominium shall be used for other than the purposes for which such part was designed or designated.

2. Any recreational facilities, including but not limited to the clubhouse are for the use of Owners of Units, their families, their tenants and their invited guests and all such recreational facilities shall be used in accordance with rules and regulation, adopted by the Trustees.

VIII. Administration

1. Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by the Trustees.

2. No Unit Owner shall send any employee of the Trust out of the Condominium or on any private business of the Unit Owner.

3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.

4. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.

5. These Rules and Regulations (including the rules and regulations relating to recreational facilities of the Condominium) may, from time to time, be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

**END OF RULES AND REGULATIONS**

END OF DOCUMENT

